

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Lesley B. Davis - SBN: 188731 R. Grace Rodriguez - SBN:196657 THE LAW OFFICES OF R. GRACE RODRIGUEZ 21000 Devonshire Street, Suite 111 Chatsworth, California 91311 Tel: (818) 734-7223 Fax: (818) 338-5821 Email: ecf@LORGR.com  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor, Darius Enterprises, LLC	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION**

In re:  DARIUS ENTERPRISES, LLC,   Debtor(s).	CASE NO.: 1:15-bk-12153-MB CHAPTER: 11  <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>
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<b>Sale Date:</b> 05/10/2016	<b>Time:</b> 2:30 pm
<b>Location:</b> Courtroom 303, U.S. Bankruptcy Court, 21041 Burbank Boulevard, Woodland Hills, California 91367	

**Type of Sale:**  Public  Private      **Last date to file objections:** 04/26/2016

**Description of property to be sold:**  
 Real Property (commercial condominium) located at 9621 Canoga Avenue, Chatsworth, California 91311 ("9621 Canoga" or the "Property").

**Terms and conditions of sale:** The Property shall be sold in an "as-is", "where is" condition without any representations or warranties, and free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the "Encumbrances") in accordance with 11 U.S.C. § 363, with such Encumbrances to attach to the net proceeds of the sale of the Property. However, the purchase shall be subject to any covenants, conditions, restrictions and easements which may run with the land.

**Proposed sale price:** \$ 875,000.00

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This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

**Overbid procedure (if any):** See Attached Exhibit A - Notice of Bidding and Sale Procedures.

Deadline to submit bids and deposit is May 6, 2016 at 5:00 p.m. (Pacific Prevailing Time).

**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

Date: May 10, 2016

Time: 2:30 p.m.

Place: Courtroom 303, U.S. Bankruptcy Court, 21041 Burbank Boulevard, Woodland Hills, California 91367

**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

Craig Weisman  
Told Partners, Inc.  
5940 Variel Ave  
Woodland Hills, CA 91367  
Telephone: (818) 593-3800 ext. 314  
Cell Phone (818) 383-2704  
Fax (818) 593-3850  
Email: CraigW@TOLD.com

R. Grace Rodriguez  
Lesley B. Davis  
21000 Devonshire Street, Suite 111  
Chatsworth, CA 91311  
Telephone: (818) 734-7223  
Fax: (818) 338-5821  
Email: rgracelaw@gmail.com; ld.lorgr@gmail.com

Date: 04/14/2016

**EXHIBIT A**

### **NOTICE OF BIDDING AND SALE PROCEDURES**

Set forth below are the bidding and proposed sale procedures (the "Bidding Procedures") which have been approved and authorized by Order entered on April 12, 2016, by the Hon. Martin R. Barash, United States Bankruptcy Judge of the United States Bankruptcy Court for the Central District of California, San Fernando Valley Division (the "Bankruptcy Court"), in the Chapter 11 case of *In re Darius Enterprises, LLC* (the "Debtor"), and assigned Case No. 1:15-bk-12153-MB. The Bidding Procedures shall govern any auction conducted in connection with the proposed sale of the real property located at 9621 Canoga Avenue, Chatsworth, California 91311 (the "Property") which is a commercial condominium.

### **ASSET PURCHASE AGREEMENT 9621 CANOGA**

On January 13, 2016, the Debtor reached an agreement with Wilber Cifuentes and Maria Arely Cifuentes ("Buyer") whom has agreed that their purchase agreement and addendum will serve as the initial opening bid. Buyer has offered to purchase the Property for \$875,000 and pursuant to Paragraph 5.2 of the Purchase Agreement; any loan contingency has been waived. The proposed purchase of the Property by the Buyer is subject to overbid. Through this Motion the Debtor seeks to establish certain bidding procedures which will govern the proposed sale (the "Bidding Procedures"); pursuant to which the Buyer proposes to acquire 9621 Canoga Avenue, Chatsworth, California 91311 ("9621 Canoga" or the "Property"). A copy of the Sale Agreement and Addendum may be obtained from the Debtor or his brokers at Craig Weisman of Told Partners, Inc., 5940 Variel Ave, Woodland Hills, CA 91367; Phone: (818) 593-3800 ext. 314, Cell Phone (818) 383-2704, Fax (818) 593-3850; Email: CraigW@TOLD.com.

Pursuant to the Sale Agreement, the Buyer proposes to purchase the Property for the total amount of Eight Hundred and Seventy-Five Thousand Dollars (\$875,000) (the "Purchase Price"). In accordance with the Sale Agreement and as approved by the Bankruptcy Court in the Bidding Procedures Order, the Buyer will serve as the initial opening bid. The transaction contemplated by the Sale Agreement is subject to competitive bidding as set forth herein, and approval by the Bankruptcy Court pursuant to Bankruptcy Code sections 363.

### **ASSETS TO BE SOLD**

The Debtor is offering for sale "As-Is" and "Where Is" Real Property which consists of a commercial condominium, namely 9621 Canoga Avenue. The Property is to be sold separately from 9623 Canoga Avenue. The Property may be purchased from the Debtor, free and clear of all liens, claims, interests and encumbrances but subject to any covenants, conditions, restrictions or easements which may run with the land.

### **BID DEADLINE**

All offers, solicitations, or proposals (each, a "Bid") must be submitted in writing so that they are actually received **no later than 5:00 p.m. (prevailing Pacific Time) on Friday, May 6, 2016** (the "Bid Deadline"). To properly submit a Bid, a Qualified Bidder (as defined below) must deliver written copies of its Bid to the following (the "Notice Parties"): by Craig Weisman of Told Partners, Inc., 5940 Variel Ave, Woodland Hills, CA 91367; Phone: (818) 593-3800 ext. 314, Cell Phone (818) 383-2704, Fax (818) 593-3850; Email: CraigW@TOLD.com with a copy to counsel for the Debtor – The Law Offices R. Grace Rodriguez, 21000 Devonshire Street, Suite 111, Chatsworth, California 91311, attn.: R. Grace Rodriguez; fax: (818) 338-5821, or email; rgracelaw@gmail.com. The Debtor encourages Qualified Bidders to submit Bids. A Bid delivered after the Bid Deadline shall not constitute a Qualified Bid.

### **PARTICIPANT REQUIREMENTS**

To participate in the process detailed by the Bidding Procedures and to otherwise be considered for any purpose hereunder, each Bid and each bidder submitting a Bid (a "Bidder") must be determined by the Debtor to have satisfactorily provided him with each of the following on or before the Bid Deadline:

- (i) a purchase agreement signed by the Qualified Bidder and a written commitment demonstrating that the Qualified Bidder will be able to close the transaction proposed in its purchase agreement on the terms and conditions set forth therein on or before May 24, 2016;
- (ii) Statement that the Bid is not conditioned on obtaining financing, regulatory contingencies, any internal approval or on the outcome or review of due diligence;
- (iii) the Bid must contain written evidence of a firm commitment for financing or other evidence of the financial wherewithal of such Qualified Bidder that the Debtor reasonably believes in its sole discretion, provides the ability to consummate the sale with appropriate contact information for such financing sources on or before May 24, 2016;
- (iv) no Bid may request or entitle the Qualified Bidder to any break-up fee or similar type of payment. Further, by submitting a Bid, a Qualified Bidder shall be deemed to waive its right to pursue a substantial contribution claim under Section 503 of the Bankruptcy Code or in any way related to the submission of its Bid or the Bidding Procedures;
- (v) an Overbid Deposit in the amount of not less than Ten Percent (10%) of the Overbid amount in the form of a cashier's check to the Debtor or a wire transfer payment to an escrow account selected by the Debtor, so that such Overbid Deposit is actually received by the Overbid Deadline; and

- (vi) the first overbid must offer to the Estate gross aggregate cash consideration of at least Nine Hundred Thousand Dollars (\$900,000.00).

### **DESIGNATION AS QUALIFIED BIDDER**

A "Qualified Bidder" is a Bidder that satisfies the Participant Requirements and that the Debtor determines has submitted by the Bid Deadline a bona fide offer that would result in greater value than the value that the Estate would receive under the respective sale agreement and be able to consummate a sale if the Bidder can comply with the Qualified Bid requirements below and is selected as a Successful Bidder (defined below). As soon as practicable after the Debtor receives the information required under paragraphs (i) through (vi) above from a Bidder, the Debtor shall determine whether the Bidder is a Qualified Bidder and advise the Bidder of such determination. The Initial Bidder is deemed a Qualified Bidder for all purposes.

### **ACCESS TO DUE DILIGENCE MATERIALS**

The Debtor and its professionals will remain available to answer any questions regarding the information in the due diligence materials or other reasonably requested information.

### **BIDDING PROCESS**

The Debtor shall: (a) determine whether a Bidder is a Qualified Bidder; (b) coordinate the efforts of Bidders in conducting their due diligence investigations, as permitted by the provisions herein; (c) receive offers from Qualified Bidders; and (d) negotiate any offers made to purchase the Property.

### **BID REQUIREMENTS**

To participate in the Auction (as defined below), a Qualified Bidder must submit a Bid by the Bid Deadline that the Debtor determines satisfies each of the following conditions (each such Bid, a "Qualified Bid"):

(a) **Written Submission of PSA and Commitment to Close.** Each Bid must be in writing and include: (i) a purchase and sale agreement signed by the Qualified Bidder (PSA); (ii) a blackline reflecting the Qualified Bidder's proposed changes to the Sale Agreement, and (iii) a written commitment demonstrating that the Qualified Bidder will be able to close the transaction proposed in its purchase and sale agreement on the terms and conditions set forth therein on or before May 24, 2016;

(b) **Contingencies.** No Bid may be conditioned on obtaining financing, regulatory contingencies, any internal approval or on the outcome or review of due diligence;

(d) **Financing Sources.** Each Bid must contain written evidence of a firm commitment for financing or other evidence of the financial wherewithal of such Qualified Bidder that the Debtor reasonably believes provides the ability to consummate the sale, with appropriate contact information for such financing sources;

(e) **No Fees Payable to Qualified Bidder**. No Bid may request or entitle the Qualified Bidder to any break-up fee, expense reimbursement fee or similar type of payment. Further, by submitting a Bid, a Qualified Bidder shall be deemed to waive its right to pursue a substantial contribution claim under Section 503 of the Bankruptcy Code or in any way related to the submission of its Bid or the Bidding Procedures;

(f) **Overbid Deposit**. Each Bid must be accompanied by a deposit (the "Overbid Deposit") in the form of a certified check or cash payable to the order of Debtor or wire transfer payment to an escrow account selected by the Debtor in the amount of not less than ten percent (10%) so that such Overbid Deposit is actually received by the Bid Deadline;

(g) **Minimum Initial Overbid**. Each Bid must offer to the Estate aggregate cash consideration of at least Nine Hundred Thousand Dollars (\$900,000.00) (the "Minimum Initial Overbid"); and

(h) **Purchase of Assets**. Each Bid must provide for the purchase of 9621 Canoga. If any Bid is determined by the Debtor not to be a Qualified Bid, the Bidder shall be refunded its Overbid Deposit within three (3) business days after that determination.

Any Bid that is not deemed a Qualified Bid shall not be considered by the Debtor, and the Bidder submitting that Bid will not be permitted to participate in the Auction (as defined below).

### **CREDIT BIDDING**

Qualified Bidders may make one or more credit bids of some or all of their allowed secured claims or administrative claims to the full extent permitted by Section 363(k) of the Bankruptcy Code.

### **AUCTION**

The Court will conduct an Auction for the Property on **May 10, 2016 at 2:30 p.m.** Such auction shall take place at **Courtroom 303 of the United States Bankruptcy Court – San Fernando Valley Division located on the Third Floor, at 21041 Burbank Boulevard, Woodland Hills, California 91367.** Only Qualified Bidders who have submitted Qualified Bid(s) will be eligible to participate at the Auction.

At such Auction, the Proposed Buyer and Qualified Bidders will be permitted to increase their bids. The Court may adopt rules for the bidding process that are not inconsistent with any of the provisions of the Bankruptcy Code or these Bidding Procedures.

Upon conclusion of the Auction, the Debtor, subject to Court overview, shall review each Overbids on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed, certainty of consummating the Sale, and

gross recovery to the Estate and identify the highest and otherwise best offer (the "Successful Bid").

**(a) Participation at the Auction**

Only a Qualified Bidder that has submitted a Qualified Bid is eligible to participate at the Auction. During the Auction, bidding shall begin initially with the highest Qualified Bid, as determined by the Debtor (the "Opening Bid"), and subsequently continue in minimum increments of at least Ten Thousand Dollars (\$10,000) (or such other amount that the Debtor determines appropriate to facilitate the Auction).

**(b) The Court Shall Conduct the Auction**

The Court shall direct and preside over the Auction. The Court shall make the determination of which Qualified Bid constitutes the Opening Bid and the Court shall take into account any factors the Debtor reasonably deems relevant to the value of the Qualified Bid to the Estate, including, among other things, the following: (i) the amount and nature of the consideration; (ii) the ability of the Qualified Bidder to close the proposed transaction; (iii) the proposed closing date and the likelihood, extent and impact of any potential delays in closing; (iv) any purchase-price adjustments; (v) the impact of the contemplated transaction on any actual or potential litigation; (vi) the net economic effect of any changes from the Sale Agreement, if any, contemplated by the contemplated transaction documents; (vii) the net after-tax consideration to be received by the Estate; and (viii) such other considerations the Court deems relevant in his reasonable discretion (collectively, the "Bid Assessment Criteria"). All Bids made thereafter shall be Overbids (as defined below) and shall be made and received on an open basis, and all material terms of each Bid shall be fully disclosed to all other Qualified Bidders. Each Qualified Bidder participating in the Auction will be required to confirm that it has not engaged in any collusion regarding the Bidding Procedures, the Auction or the proposed transaction.

**(c) Terms of Overbids**

An "Overbid" is any Bid made at the Auction subsequent to the Debtor's announcement of the Opening Bid. To submit an Overbid for purposes of this Auction, a Qualified Bidder must comply with the following conditions:

**(i) Minimum Overbid Increment**

Any Overbid after the Opening Bid shall be made in increments of at least \$10,000 (or such other amount the Debtor determines to be appropriate to facilitate the Auction).

**(ii) Remaining Terms are the same as for Qualified Bids**

Except as modified herein, an Overbid must comply with the conditions for a Qualified Bid set forth above, provided, however, that the Bid Deadline and the Initial

Minimum Overbid Increment shall not apply. Any Overbid made by a Qualified Bidder must remain open and binding on the Qualified Bidder until and unless (A) the Debtor accepts a higher Qualified Bid as an Overbid and (B) such Overbid is not selected as the Back-up Bid (as defined below).

To the extent not previously provided (which shall be determined by the Debtor), a Qualified Bidder submitting an Overbid must submit, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtor) demonstrating such Qualified Bidder's ability to participate at the Auction and to close the transaction proposed by such Overbid.

**(iii) Consideration of Overbids**

The Debtor reserves the right, in his reasonable business judgment, to make one or more adjournments in the Auction to, among other things: (A) facilitate discussions between the Debtor and individual Qualified Bidders; (B) allow individual Qualified Bidders to consider how they wish to proceed; (C) consider and determine the current highest and best Overbid at any given time during the Auction; and (D) give Qualified Bidders the opportunity to provide the Debtor with such additional evidence as the Debtor, in his reasonable business judgment, may require that the Qualified Bidder (other than Initial Bidder) has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed transaction at the prevailing Overbid amount

**(d) Additional Procedures**

The Court, in its reasonable discretion, may adopt rules for the Auction at or prior to the Auction that will better promote the goals of the Auction and that are not inconsistent with any of the provisions of the Bidding Procedures, the Bidding Procedures Order or the Bankruptcy Code.

**(e) Closing the Auction**

Upon conclusion of the bidding, the Auction shall be closed, and the Debtor shall (i) immediately review the final Overbid of each Qualified Bidder on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the proposed sale, and (ii) identify the highest, best, and/or otherwise financially superior offer for the Property (the "Successful Bid" and the entity submitting such Successful Bid, the "Successful Bidder"), which highest, best and/or otherwise financially superior offer will provide the greatest amount of net value to the Estate, and the next highest or otherwise best offer after the Successful Bid (the "Back-up Bid"), and (iii) advise the Qualified Bidders and Notice Parties of such determination. No additional bids may be considered following the closing of the Auction. The Qualified Bidder that submits the highest and best Bid at the conclusion of the Auction will be the Successful Bidder, and such Bid, the

Successful Bid. The Debtor will then request that the Bankruptcy Court approve the Bid and the Sale to the Successful Bidder.

**(f) Consent to Jurisdiction as Condition to Bid.**

All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection with any disputes relating to the Auction, and the construction and enforcement of the Bidder's Contemplated Transaction Documents, as applicable.

**ACCEPTANCE OF SUCCESSFUL BID**

The Debtor shall sell the Property to the Successful Bidder upon the approval of the Successful Bid by the Bankruptcy Court. The Debtor's presentation of a particular Qualified Bid to the Bankruptcy Court for approval does not constitute the Debtor's acceptance of the Bid. The Debtor will be deemed to have accepted a Bid only when the Bid has been approved by the Bankruptcy Court.

**RETURN OF OVERBID DEPOSIT**

The Overbid Deposit of the Successful Bidder shall be applied to the purchase price of such transaction at closing. Overbid Deposit(s) of any designated Back-Up Bidder(s) shall be held by the Debtor until five (5) business days after closing of the transactions contemplated by the Successful Bid, and thereafter returned to the respective Back-Up Bidder(s). Overbid Deposits of all other Qualified Bidders shall be returned to the respective Qualified Bidders within two (2) business days of the Auction. If a Successful Bidder fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Estate shall be entitled to retain Twenty-Five percent (25%) of the Overbid Deposit as its damages resulting from the breach or failure to perform by the Successful Bidder. Notwithstanding anything herein to the contrary, the terms under which the Initial Bidder provided an Overbid Deposit and the terms of its use, release and return to the Initial Bidder shall be governed by the Sale Agreement.

**"AS IS, WHERE IS"**

The sale of the Property shall be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtor or his agents except to the extent set forth in the respective Sale Agreement or the purchase agreement of another Successful Bidder. The Initial Bidder and each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Property prior to making its offer, that it has relied solely on its own independent review, investigation, and/or inspection of any documents and/or the Property in making its Bid, and that it did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Property, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in these Bidding Procedures and (a) as to the Initial Bidder,

the terms of the sale of the Property set forth in the Sale Agreement, or (b) as to another Successful Bidder, the terms of the sale of the Property set forth in the applicable purchase agreement.

### **FREE OF ANY AND ALL ENCUMBRANCES**

Except as otherwise provided in the Sale Agreement, all of the Estate's right, title, and interest in and to the property shall be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the "Encumbrances") in accordance with 11 U.S.C. § 363, with such Encumbrances to attach to the net proceeds of the sale of the Property. However, the purchase shall be subject to any covenants, conditions, restrictions and easements which may run with the land.

### **SALE HEARING**

After the conclusion of the Auction, the Debtor shall present to the Bankruptcy Court for approval the Successful Bid and any back up bid(s) at the **Sale Hearing** to be held on **May 10, 2016**, in Courtroom 303 of the United States Bankruptcy Court – San Fernando Valley Division located on the Third Floor, at 21041 Burbank Boulevard, Woodland Hills, California 91367.

### **RESERVATION OF RIGHTS**

Subject to the Bidding Procedures Order, the Court reserves the right as it may determine to be in the best interests of the Estate to: (a) determine which Bidders are Qualified Bidders; (b) determine which Bids are Qualified Bids; (c) determine which Qualified Bid is the highest and best proposal and which is the next highest and best proposal; (d) reject any Bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bidding Procedures Order or the requirements of the Bankruptcy Code or any other orders entered by the Bankruptcy Court, or (iii) contrary to the best interests of the Estate; and (e) adjourn the Auction and/or Sale Hearing in open court without further notice.

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
21000 Devonshire Street, Suite 111, Chatsworth, California 91311.

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* 04/14/2016, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Counsel for Former Ch 7 Trustee, David Gottlieb - Ron Bender rb@Inbyb.com  
Counsel for Former Ch 7 Trustee, David Gottlieb -Carmela Pagay ctp@Inbrb.com  
Former Ch 7 Trustee -David Keith Gottlieb (TR) (Terminated) dkgtrustee@dkgallc.com

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On *(date)* \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* 04/14/2016, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Hon. Martin R. Barash, United States Bankruptcy Court, 21041 Burbank Boulevard, Bins on 1st floor, Woodland Hills, CA 91367 (via personal delivery)

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

04/14/2016  
*Date*

LESLEY B. DAVIS  
*Printed Name*

/s/ Lesley B. Davis  
*Signature*

In re: <b>DARIUS ENTERPRISES, LLC</b>	Debtor(s).	CHAPTER 11 CASE NUMBER <b>1:15-bk-12153-MB</b>
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**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

**Counsel for Debtor** -Lesley Davis lesleydavislaw@gmail.com  
**Counsel for Debtor** -R Grace Rodriguez ecf@lorgr.com  
**Counsel for Secured Creditor CFS-4 II LLC** - Yi S Kim ykim@greenbass.com,  
ksopky@greenbass.com;ecfnotification@greenbass.com  
**Counsel for Secured Creditor Peppertree** - Michael Kogan - MKogan@koganlawfirm.com  
**Interested Party** - Paul R Shankman pshankman@jhindsllaw.com  
**Former counsel for Debtor** - Meghann A Triplett Meghann@MarguliesFaithlaw.com,  
Helen@MarguliesFaithlaw.com;Noreen@MarguliesFaithlaw.com;Victoria@MarguliesFaithlaw.com;Brian@MarguliesFaithlaw.com  
United States Trustee (SV) ustpregion16.wh.ecf@usdoj.gov  
**Counsel for Peppertree Association** - Michael S. Kogan - mkogan@koganlawfirm.com

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL**

**Via Email:**

**Atty for UST** - S Margaux Ross margaux.ross@usdoj.gov  
Debtor, MASI H MADANI, Manager - Darius Enterprises, LLC - masih@inadam.com  
Peppertree Association c/o J&N Realty, Inc - jnrealtyinc@gmail.com  
Voiptalk LLC - Masih@inadam.com  
Masih Madani - Masih@inadam.com  
Los Angeles Co. Treasurer and Tax Collector - bankruptcy@ttc.lacounty.gov  
Steve Sharpe Construction, Inc. - sharpeconstfix@verizon.net

**Prospective Buyers:**

Evan Dotta - evandotta@c21peakcommercial.com  
Ebby Shooshani - ebby@ateamrealityinc.com  
Bejan - install@scotlandentry.com  
Trevor Fabeck - TrevorFabeck@synreg.com  
Oren Cohen - orencb26@gmail.com  
Eric Smilay - eric@smilayproperties.com  
Julio Manshadi - j@manshadi.net  
Adrian Vanrijs - avanregjs@e-realtyhomes.com  
Adam Rosen - adamrosen@kwcommercial.com  
Randy Heaviside - randy@3netproperties.com  
Alan Comins - alan@premiercarpet.com  
Kevin Cooper - kevin@go2delphi.com  
Gil Caspi - gilcaspi5713@gmail.com  
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Bruce & Jen James - jen@jamesandjamesproductions.com  
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Freddy Parzivand - fp@wwdelectronics.com  
Daniel Frees - daniel.frees@daumcommercial.com  
Eli Anishban - precisionprop@aol.com

In re: <b>DARIUS ENTERPRISES, LLC</b>	Debtor(s).	CHAPTER 11 CASE NUMBER <b>1:15-bk-12153-MB</b>
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Hosana Saputra - hosana@go2hosana.com  
Stacey Solomonson - stacey@balloondelights.com  
Dr. Bang Phan - drbphan@gmail.com  
Derek Newton - derek@saravitaproperties.com  
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Mohamed Hassan - mohbana@yahoo.com  
Chris Vanole - vanolere@gmail.com  
Holly Haloossim - hhaloossim@yahoo.com  
Isaac Haimoff - ihaimoff@naicapital.com  
Moshe - winterdamagerescue@yahoo.com  
Jamal Khawaja - jamal@jfkrealty.ca  
Will - willieech@aol.com

**Via Fax**

Internal Revenue Service - (213) 576-4551  
Franchise Tax Board - (916) 845-9799

Service information continued on attached page