Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address

Steven F. Werth (CA Bar No. 205434)
swerth@sulmeyerlaw.com
Greenspoon Marder LLP
a Florida limited liability partnership
333 South Grand Avenue, Suite 3400
Los Angeles, California 90071
Telephone: 213.626.2311
Facsimile: 213.629.4520

☐ *Individual appearing without attorney*
☒ *Attorney for:* Chapter 7 Trustee

FOR COURT USE ONLY

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re:

SHOEZOO.COM, LLC,

Debtor(s).

CASE NO.: 2:19-bk-18382-ER

CHAPTER: 7

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 12/06/2022	**Time:** 11:00 a.m.
Location: Greenspoon Marder LLP, 333 South Grand Avenue, Suite 3400, Los Angeles, California 90071	

Type of Sale: ☒ Public ☐ Private **Last date to file objections**: 11/22/2022

Description of property to be sold: All remaining Estate property consisting of known and unknown assets or claims, which have not been previously sold, assigned, or transferred (collectively, "Remnant Assets"), subject to certain exclusions (see Ex. A hereto).

Terms and conditions of sale: Pursuant to the Purchase Agreement by and between Oak Point Partners, LLC ("Oak Point") and the Trustee (see Ex. A hereto), Oak Point shall pay $5,000 for the Remnant Assets, payment due within 3 business days after the Court enters an order approving the sale. The only contingency to which the sale is subject is the Court's approval. The Estate will not have to pay commissions, fees, or other costs of sale, except for costs of filing and serving the Sale Motion and related documents.

Proposed sale price: $ 5,000.00

Overbid procedure (*if any*): See Ex. B Bidding Procedures attached hereto.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:
December 6 2022, at 11:00 a.m.

United States Bankruptcy Court
Courtroom 1568
255 East Temple Street
Los Angeles, CA 90012

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

Steven F. Werth (CA Bar No. 205434)
swerth@sulmeyerlaw.com
Greenspoon Marder LLP
a Florida limited liability partnership
333 South Grand Avenue, Suite 3400
Los Angeles, California 90071
Telephone: 213.626.2311
Facsimile: 213.629.4520

Date: 11/08/2022

EXHIBIT A

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of October __, 2022, is by and between **JOHN J. MENCHACA, not individually, but solely as chapter 7 trustee** ("Trustee" or "Seller") **of SHOEZOO.COM, LLC** ("Debtor") **BANKRUPTCY ESTATE** ("Estate"), and **OAK POINT PARTNERS, LLC** ("Purchaser").

WITNESSETH:

WHEREAS, on or about July 18, 2019, the Debtor filed a voluntary petition for relief under chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California ("Court"), assigned Case No. 19-18382; and

WHEREAS, on or about July 18, 2019, the Trustee was appointed as chapter 7 trustee of the Debtor's Estate; and

WHEREAS, at the time of the execution of this Agreement and continuing into the future, there may be property of the Estate remaining, consisting of known or unknown assets or claims which have not been previously sold, assigned, or transferred (collectively, "Remnant Assets"); and

WHEREAS, Remnant Assets specifically **exclude**: (a) cash held at the time of this Agreement in the Seller's fiduciary bank account for the Debtor's case; provided, however, that any cash that exists in such bank account one year from the date of the closing of the Debtor's case, except as provided in sub provision (b) herein, shall be Remnant Assets; (b) any returned or undeliverable creditor claim distribution checks that require administration in accordance with 11 U.S.C. § 347(a); (c) any and all Goods[1] (e.g., office furniture) of the Debtor; (d) the books and records used by the Debtor in the ordinary course of business, but excluding any recent statements, notices or correspondence received by the Seller relating to Remnant Assets specifically acquired in this Agreement; (e) any and all claims, and any related litigation or settlement proceeds, held by the Estate against Alon Sida; and (f) the Purchase Price (as hereinafter defined) to be delivered pursuant hereto; and

WHEREAS, subject to Court approval, Seller has the power and authority to sell and assign all right, title and interest in and to the Remnant Assets to Purchaser, including, but not limited to the proceeds thereof.

NOW THEREFORE, in consideration of the promises and mutual undertakings herein contained, Seller and Purchaser agree as follows:

1. **Purchase Price.** The Purchase Price shall be good funds in the amount of Five Thousand and No/100 Dollars ($5,000.00) payable within 3 business days of receipt by Purchaser of this executed Agreement and the entry of a non-appealable Order of the Court approving this Agreement.

2. **Assignment of Remnant Assets.** Seller hereby irrevocably and unconditionally sells, assigns, transfers and conveys to Purchaser all of Seller's right, title and interest under, in and to the Remnant Assets, as well as any and all claims and rights related to the Remnant Assets, including, without limitation, all cash, securities, instruments and other property that may be paid or issued in conjunction with the Remnant Assets and all amounts, interest, and costs due under the Remnant Assets.

[1] The term "Goods" as used herein shall have the meaning ascribed to it under § 9-102(a)(44) of the Uniform Commercial Code.

3. **Authority to Sell.** Subject to Court approval, the sale of the Remnant Assets by Seller is made pursuant to the authority vested in Seller.

4. **Payments Received on Remnant Assets.** Seller further agrees that any payments received by Seller on account of any Remnant Assets shall constitute property of Purchaser to which Purchaser has an absolute right, and that Seller will promptly deliver such payment to Purchaser at Purchaser's address set forth below. Seller agrees to use reasonable efforts to forward to Purchaser notices received with respect to any Remnant Assets.

5. **Seller's Representations and Warranties.** In consideration of Purchaser's agreements herein and to induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that Seller has full lawful right, title, power and authority to enter into this Agreement and to convey Seller's interest to Purchaser in the Remnant Assets as is set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SELLER SELLS, ASSIGNS, AND TRANSFERS THE REMNANT ASSETS TO PURCHASER "AS IS, WHERE IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW.

6. **Free and Clear Sale.** The sale of Remnant Assets shall be free and clear of any liens, claims, or encumbrances pursuant to 11 U.S.C. § 363(f).

7. **No Assumption of Liabilities.** Notwithstanding any other provision of this Agreement, the parties agree that Purchaser is acquiring only the Remnant Assets and rights and interests related thereto, and that Purchaser is not acquiring or assuming, nor shall it be deemed to have acquired or assumed, any liabilities or obligations, including lien obligations, of Seller or its affiliates of any kind or nature, whatsoever, whether known or unknown, existent or future, arising out of, or in connection with, the Remnant Assets, except as may otherwise expressly be provided herein.

8. **Documents of Assignment.** From time to time upon request from Purchaser, Seller shall execute and deliver to Purchaser such documents reasonably requested by Purchaser to evidence and effectuate the transfer contemplated by this Agreement in a form reasonably acceptable to the parties hereto. However, Purchaser shall reimburse Seller for its reasonable costs associated with such compliance.

9. **Limited Power of Attorney.** Solely with respect to the Remnant Assets, and to the extent permitted by law, Seller hereby irrevocably appoints Purchaser as its true and lawful attorney and authorizes Purchaser to act in Seller's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Remnant Assets herein assigned. Seller grants unto Purchaser full authority to do all things necessary to enforce the transfer of the Remnant Assets to Purchaser and its rights thereunder pursuant to this Agreement.

10. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between Seller and Purchaser and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. This Agreement may not be amended or in any manner modified unless such amendment or modification is in writing and signed by both parties.

11. **Benefits and Binding Effect.** All provisions contained in this Agreement or any document referred to herein or relating hereto shall inure to the benefit of and shall be binding upon the respective successors and assigns of Seller and Purchaser.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to choice of law principles of the State of California.

13. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument, and copies or facsimiles of execution signatures shall be equivalent to original signatures.

THIS AGREEMENT has been duly executed as of the day and year first above written.

OAK POINT PARTNERS, LLC

By: _____
Name: ERIC LINN
Its: Chief Executive Officer & President

Address *(for regular mail and mail forwarding)*: PO Box 1033, Northbrook, IL 60065-1033
Address *(for overnight delivery)*: 5215 Old Orchard Road, Suite 1000, Skokie, IL 60077
Tel (847) 577-1269 Fax (847) 655-2746

SHOEZOO.COM, LLC BANKRUPTCY ESTATE

By: _____
Name: JOHN J. MENCHACA
Its: Chapter 7 Trustee

Address: 835 Wilshire Blvd., Suite 300, Los Angeles, CA 90017
Tel (213) 683-3317 Fax (213) 455-0111

EXHIBIT B

Bidding Procedures[1]

The sale of the Remnant Assets to Oak Point is subject to overbid. In the event a party other than Oak Point (each, a "Competing Bidder") wishes to purchase the Remnant Assets, the Trustee requests that the Court approve the following overbid procedures (collectively, "Bidding Procedures"):

a. Each Competing Bidder who wants to participate in the overbid process must notify the Trustee of their intention to do so in accordance with the Notice on or before the Response Deadline, or November 22, 2022;

b. the first overbid by a Competing Bidder for the Remnant Assets must be at least $1,250 more than the Purchase Price, or a total of $6,250;

c. each Competing Bidder must submit a Cashier's Check to the Trustee in the amount of such Competing Bidder's first overbid at the time such overbid is made;

d. each subsequent overbid for the Remnant Assets must be in additional increments of $1,000, unless otherwise agreed by the parties or directed by the Court;

e. the Competing Bidder for the Remnant Assets must purchase the Remnant Assets under the same terms and conditions set forth in the Purchase Agreement, other than the Purchase Price; and

f. in the event of an overbid that meets the foregoing conditions, the Trustee will schedule an auction of the Remnant Assets in advance of the hearing date and will request that the Court approve the winning bidder at the auction as the purchaser at the hearing on the Motion.

[1] All capitalized terms not defined herein shall have the same meanings as ascribed to them in the *Motion of Chapter 7 Trustee for an Order Approving the Sale of Certain Assets of the Debtor's Estate Free and Clear of all Liens, Claims, Interests and Encumbrances and Related Relief* [Dkt. No. 106].

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 333 South Grand Avenue, Suite 3400, Los Angeles, CA 90071.

A true and correct copy of the foregoing document entitled (*specify*): **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*) November 8, 2022 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following

Joseph E. Caceres jec@locs.com, generalbox@locs.com
Baruch C Cohen bcc@BaruchCohenEsq.com, paralegal@baruchcohenesq.com
Michael G Fletcher mfletcher@frandzel.com, sking@frandzel.com
Tony Forberg tony@forberglaw.com, inbox@forberglaw.com
John J Menchaca (TR) jmenchaca@menchacacpa.com, ca87@ecfcbis.com;igaeta@menchacacpa.com
Stacey A Miller smiller@tharpe-howell.com
Charles Shamash cs@locs.com, generalbox@locs.com
Valerie Smith claims@recoverycorp.com
Jeffrey L Sumpter jsumpter1@cox.net
United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
Gerrick Warrington gwarrington@frandzel.com, sking@frandzel.com
Steven Werth steven.werth@gmlaw.com; swerth@ecf.courtdrive.com; patricia.dillamar@gmlaw.com;

☐ Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL:
On (*date*) November 8, 2022 , 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.

Debtor
Shoezoo.com, LLC
11845 W. Olympic Blvd Suite 1200
Los Angeles, CA 90064-1149

The Honorable Ernest M. Robles
U.S. Bankruptcy Court
Roybal Federal Building
Bin outside of Suite 1560
255 E. Temple Street
Los Angeles, CA 90012

☒ 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*) November 8, 2022, 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.

Via Email: Michael Fletcher mfletcher@frandzel.com

☐ 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.

November 8, 2022	Patricia Dillamar	*/s/Patricia Dillamar*
Date	*Printed Name*	*Signature*

ADDITIONAL SERVICE INFORMATION (if needed):

2. SERVED BY U.S. MAIL

Creditors

CBIZ Valuation Group, LLC
Attn: Jeffrey Sumpter
4722 N. 24th St., Ste. 300
Phoenix, AZ 85016-4854

Cathay Bank
c/o Frandzel Robins Bloom & Csato, L.C.
1000 Wilshire Boulevard,
19th Floor
Los Angeles, CA 90017-2457

Porsche Financial Services Inc
Tharpe & Howell LLP
15250 Ventura Blvd 9th Fl
Sherman Oaks, CA 91403-3221

Porsche Leasing Ltd.
c/o Tharpe & Howell, LLP
15250 Ventura Blvd., 9th Floor
Sherman Oaks, CA 91403-3221

Shoezoo.com, LLC
11845 W. Olympic Blvd Suite 1200
Los Angeles, CA 90064-1149

Office of Finance, City of L.A.
200 N Spring Street, RM 101
Los Angeles, CA 90012

Los Angeles Division
255 East Temple Street,
Los Angeles, CA 90012-3332

Acorn Paper Products
3686 East Olympic Boulevard
Los Angeles, CA 90023-3193

Acorn Paper Products
c/o CRF Solutions
PO Box 1389
Simi Valley CA 93062-1389

Alon Sida
1421 Ambassador Street
Unit 201
Los Angeles, CA 90035-2834

American Express
Box 0001
Los Angeles, CA 90096-8000

American Express Travel Related Services Com
Inc.
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

Barry R. Edwards, Esq.
Spiegelman and Edwards, APLC
9903 Santa Monica Boulevard, Suite
Beverly Hills, CA 90212-1671

Bruce D. Poltrock, Esq.
Frandzel Robins Bloom & Csato LC
1000 Wilshire Boulevard, 19th Floor
Los Angeles, CA 90017-2457

CRF Solutions
2051 Royal Avenue
Simi Valley, CA 93065-4679

California Department of Tax & Fee Administration
Special Ops, MIC: 55
PO Box 942879
Sacramento, CA 94279-0055

Cathay Bank
9650 Flair Drive
El Monte, CA 91731-3005

Menchaca & Company LLP
835 Wilshire Blvd., Suite 300
Los Angeles, CA 90017-2655

Crown Equipment Corporation
dba Crown Credit Company
Sebaly Shillito+ Dyer LPA
c/o Robert G. Hanseman, Attorney & Agent
1900 Kettering Tower
Dayton, OH 45423-1013

EDD Socal Authorization
P.O. Box 19009
San Bernardino, CA 92423-9009

Employment Development Department
P.O. Box 826806
Bankruptcy Group MIC 92E
Sacramento, CA 94206-0001

FedEx Corporate Services Inc as Assignee
of FedEx Express/Ground/Freight/Office
3965 Airways Blvd, Module G, 3rd Floor
Memphis, Tennessee 38116-5017

FedEx Corporation
942 South Shady Grove Road
Memphis, TN 38120-4117

FedEx Freight
Dept. LA
P.O. box 21415
Pasadena, CA 91185-0001

Federal Express
P.O. Box 7221
Pasadena, CA 91109-7321

Franchise Tax Board
Bankruptcy Section MS A340
PO Box 2952
Sacramento CA 95812-2952

Franchise Tax Board
P.O. Box 1673
Bankruptcy Unit
Sacramento, CA 95812-1673

Franchise Tax Board
P.O. Box 1720, MS: A-260
c/o General Counsel Section
Rancho Cordova, CA 95741-1720

Franchise Tax Board
P.O. Box 2952
Bankruptcy Section, MS: A-340
Sacramento, CA 95812-2952

Franchise Tax Board
P.O. Box 942840
Sacramento, CA 94240-0001

Internal Revenue Service
P.O. Box 7346
Centralizied Bankruptcy
Philadelphia, PA 19101-7346

Kingsview Industrial Center, LP
11845 W. Olympic Boulevard
Suite 1200
Los Angeles, CA 90064-1149

Los Angeles County Treasurer And Tax Collector
Attn Bankruptcy Unit
Po Box 54110
Los Angeles Ca 90054-0110

Porsche Leasing Ltd.
c/o Stacey A. Miller, Esq.
Tharpe & Howell, LLP
15250 Ventura Blvd., 9th Floor
Sherman Oaks, CA 91403-3221

Richard Frank LaParl
5403 Coldbrook Avenue
Lakewood, CA 90713-1435

Ruby Management Co. LLC
11845 W. Olympic Boulevard
Suite 1200
Los Angeles, CA 90064-5071

Shoe Fantasy Inc.
Law Offices of Tony Forberg
16501 Ventura Bkvd Suite 400
Encino, CA 91436

State Board Of Equalization
P.O. Box 942879
Account Information Group
MIC: 29
Sacramento, CA 94279-0029

US Bank
PO Box 5229
Cincinnati Oh 45201-5229

UPS Freight
28013 Network Place
Chicago, IL 60673-1280

UPS Supply Chain Solutions, Inc.
28013 Network Place
Chicago, IL 60673-1280

UPS World Headquarters
55 Glendale Parkway NE
Atlanta, GA 30328

US Attorney's Office Civil Process
300 North Los Angeles Street
Federal Builiding Room 7516
Los Angeles, CA 90012-3308

USDOJ Attorney General
P.O. Box 683
Ben Franklin Station
Washington, DC 20044-0683

United States Trustee (LA)
915 Wilshire Blvd, Suite 1850
Los Angeles, CA 90017-3560

Zwicker & Associates
1551 S. Washington Avenue
Suite 404
Piscataway, NJ 08854-6700

Zwicker & Associates
199 South Los Robles Avenue
Suite 410
Pasadena, CA 91101-2438

Charles Shamash
Caceres & Shamash LLP
9701 Wilshire Boulevard
Suite 1000
Beverly Hills, CA 90212-2010

John J Menchaca (TR)
835 Wilshire Blvd., Suite 300
Los Angeles, CA 90017-2655

Tony Forberg
16501 Ventura Bkvd Suite 400
Encino, CA 91436

Los Angeles City Clerk
PO Box 53200
Los Angeles, CA 90053

U.S. Bank National Association
Bankruptcy Dept.
PO Box 108
St. Louis MO 63166