

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Yi Sun Kim, Esq. SBN: 252303 G&B Law, LLP 16000 Ventura Blvd., Suite 1000 Encino, CA 91436 818.382.6200 Fax: 818.986.6534 Email: ykim@gblawllp.com</p> <p><i>Individual appearing without attorney</i> x <i>Attorney for:</i> Urban Commons Gramercy, LLC</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

<p>In re:</p> <p>Urban Commons Gramercy, LLC</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO. 2:21-bk-11234-ER CHAPTER: 11</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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<p>Sale Date: August 4, 2021</p>	<p>Time: 11:00 a.m.</p>
<p>Location: 255 East Temple Street, Los Angeles, California 90012 – Courtroom “1568”</p>	

Type of Sale: Public Private **Last date to file objections:** July 21, 2021

Description of property to be sold:

3377 W. Olympic Boulevard, Los Angeles, CA 90019
APN: 5081-033-011, 5081-033-022 & 5081-033-014

Terms and conditions of sale:

See attached.

Proposed sale price: \$12,225,000

Overbid procedure (if any):

See attached.

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

Hearing Date: August 4, 2021

Time: 11:00 a.m.

Location: 255 East Temple Street, Los Angeles, California 90012

Courtroom: "1568"

See attached for additional information.

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

Yi Sun Kim, Esq.
G&B LAW, LLP
16000 Ventura Blvd., Suite 1000
Encino, California 91436
Fax: (818) 986-6534
Phone: (818) 382-6200
Email: ykim@gblawllp.com

Date: 07/14/2021

1 YI SUN KIM, ESQ. (State Bar No. 252303)
ykim@gblawllp.com
2 G&B LAW, LLP
16000 Ventura Boulevard, Suite 1000
3 Encino, California 91436
Tel: (818) 382-6200 • Fax: (818) 986-6534
4

5 Attorneys for Debtor and Debtor-in-Possession
Urban Commons Gramercy, LLC
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8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **LOS ANGELES DIVISION**

11 In re
12
13 Urban Commons Gramercy, LLC,
14 Debtor and Debtor-in-Possession.

Case No.: 2:21-bk-11234-ER
(Chapter 11)

**NOTICE OF MOTION AND MOTION
FOR ORDER AUTHORIZING,**

**(1) SALE OF REAL PROPERTY
LOCATED AT 3377 W. OLYMPIC
BOULEVARD, LOS ANGELES, CA 90019,
FREE AND CLEAR OF INTEREST
PURSUANT TO 11 U.S.C. §§ 363(b), (f); (2)
APPROVING OVERBID PROCEDURES;
(3) APPROVING BUYER, SUCCESSFUL
BIDDER, AND BACK-UP BIDDER AS
GOOD FAITH PURCHASERS
PURSUANT TO 11 U.S.C. § 363(m); and (4)
AUTHORIZING PAYMENT OF
UNDISPUTED LIENS AND ORDINARY
COSTS OF SALE;**

**MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF
HOWARD WU IN SUPPORT THEREOF**

Hearing:

Date: August 4, 2021
Time: 11:00 a.m.
Cttrm: "1568"
255 East Temple Street
Los Angeles, CA 90012

Please see Judge's procedures for additional
information on appearances:
[https://www.cacb.uscourts.gov/judges/honorab
le-ernest-m-robles](https://www.cacb.uscourts.gov/judges/honorab
le-ernest-m-robles)



1 TO THE HONORABLE ERNEST M. ROBLES, UNITED STATES BANKRUPTCY
2 JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, AND ALL OTHER PARTIES
3 ENTITLED TO RECEIVE NOTICE:

4 Urban Commons Gramercy, LLC, debtor and debtor-in-possession herein, (the "**Debtor**"),
5 respectfully requests (the "**Motion**") an order authorizing the sale (the "**Sale**") of the real property
6 located at 3377 W. Olympic Boulevard, Los Angeles, CA 90019 (the "**Subject Property**"), free and
7 clear of all liens, claims and encumbrances, approving the bidding procedures proposed by the
8 Debtor in connection with that Sale, authorizing the use of the proceeds from the Sale for the benefit
9 of the estate, and waiving the fourteen day stay set forth in FRBP 6004(m).

10 The Motion is based on this Notice, the accompanying Memorandum of Points and
11 Authorities, the Declaration of Howard Wu filed concurrently herewith, the record in this case,
12 including the pleadings and documents filed on behalf of the parties, the arguments and
13 representations of counsel, and any oral or documentary evidence presented at or prior to the time of
14 the hearing on this Motion.

15 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule 6004-1(c),
16 the hearing on this Motion (the "**Sale Hearing**") shall take place on August 4, 2021 at 11:00 a.m.,
17 before the Honorable Ernest M. Robles, in Courtroom "1568" of the above-entitled Court located at
18 255 E. Temple St., Los Angeles, California 90012. Please see Judge's procedures for additional
19 information on appearances: <https://www.cacb.uscourts.gov/judges/honorable-ernest-m-robles>.

20 **PLEASE TAKE FURTHER NOTICE** that the Debtor makes the following
21 representations, allegations and assertions in support of its Motion:

22 1. Debtor owns a 34.60% interest as a tenant-in-common in Subject Property. The
23 remaining interests in the Subject Property are held by tenants-in-common Pacific Laurel Virgil LP,
24 a California limited partnership (54.37%) and David A. Macleod and Nancy J. Macleod as Trustees
25 of The Macleod Family Trust established February 6, 2004 (11.03%). All aforementioned parties
26 who hold an ownership interest in the Subject Property are collectively identified herein as the "**TIC**
27 **Owners**". All TIC Owners consent to and are actively participating in the proposed sale of the
28 Subject Property and request this Court's approval of the same.



1 2. The TIC Owners are managed by persons with expertise in the real estate industry,
2 including licensed real estate brokers. Due to the efforts by the TIC Owners and their respective
3 agents to market the sale of the Subject Property, the TIC Owners obtained an offer to purchase the
4 Subject Property from Bandus Holdings Corp., or its assignee (“**Buyer**”) for the purchase price of
5 \$12,225,000 (the “**Purchase Price**”). Debtor has entered into a Vacant Land Purchase Agreement
6 and Joint Escrow Instructions, with all amendments and addenda thereto (collectively, the
7 “**Purchase Agreement**”) with the Buyer and now seeks the Court’s approval of the sale of the
8 Subject Property (the “**Sale**”).

9 3. Pursuant to the Purchase Agreement, Buyer shall purchase the Subject Property free
10 and clear of all liens, claims and encumbrances of any nature whatsoever under Section 363(f) of the
11 Bankruptcy Code.

12 4. There is only one loan secured against the Subject Property (the “**Secured Claim**”)
13 which is currently held by 77 West, LLC (“**Secured Creditor**”). A Notice of Default recorded with
14 respect to the underlying loan asserted the principal amount of \$7,055,000 due on May 1, 2020, and
15 that total amount inclusive of interest that was due was \$7,396,373.47 as of September 16, 2020.

16 5. There is no real estate or sales commission to be paid to the TIC Owners or any other
17 person, broker or agent acting on its behalf as a “seller’s agent” in connection with the Sale.

18 6. Under the facts and circumstances of this case, Debtor now seeks an order authorizing
19 the Sale of the Subject Property in accordance with the Purchase Agreement. Buyer is unrelated to
20 Debtor, the TIC Owners, or their respective insiders. The transaction was conducted at arm’s length
21 and in good faith between the parties.

22 7. Debtor proposes the following procedures to allow for overbids prior to the Court’s
23 approval of the Sale of the Subject Property to ensure that the estate’s interest in the Subject
24 Property is sold for the best possible price:

- 25 a. Any overbid by a qualifying bidder (“**Qualifying Bidder**”) shall exceed the
26 purchase price for the Subject Property by \$50,000.00.
- 27 b. Any overbid shall be submitted in writing, setting forth the terms and conditions
28 of the offer that are at least as favorable to Debtor as those set forth in the



1 Purchase Agreement, including the provision that any buyer is purchasing the
2 Subject Property “as is”, “where is” and “with all faults”.

3 c. Any Qualifying Bidder must be financially qualified, in Debtor’s exercise of its
4 sound business judgment, to timely close the Sale.

5 d. Any overbid must be accompanied by a minimum deposit of \$150,000 plus the
6 amount of the proposed overbid which shall be in the form of cashier’s check
7 made payable to “G&B, LLP, Attorney Client Trust Account”, which deposit
8 shall be non-refundable if the overbid is deemed to be the “Successful Bid” as
9 defined below.

10 e. The written overbid, deposit and evidence of financial qualification must be
11 received by counsel for Debtor at least forty-eight (48) hours prior to the Sale
12 Hearing.

13 f. At the Sale Hearing, Buyer and any party who is deemed a Qualifying Bidder
14 shall be entitled to bid.

15 g. Any incremental bid in the bidding process shall be at least \$50,000.00 higher
16 than the prior bid.

17 h. Overbids shall be all cash and no credit shall be given to Buyer or overbidder(s).

18 i. Any overbid shall be subject to a right of last refusal in favor of Buyer, which
19 right of last refusal shall give Buyer the right to match any higher offer submitted
20 by way of overbid at or before the Sale Hearing and thereby acquire the Subject
21 Property. The right of last refusal shall expire at the conclusion of the Sale
22 Hearing.

23 j. At the Sale Hearing, and upon the conclusion of the bidding process, Debtor shall
24 decide which of the bids is the best bid, and such bid shall be deemed to be the
25 “Successful Bid”. The bidder who is accepted by Debtor as the successful bidder
26 (the “**Successful Bidder**”) must pay all amounts reflected in the Successful Bid in
27 cash at the closing of the Sale. Debtor shall proceed to consummate the Sale of
28



1 the Subject Property in accordance with the “Successful Bid”, without further
2 notice to creditors or hearing before this Court.

3 k. At the Sale Hearing, and upon conclusion of the bidding process, Debtor may also
4 acknowledge a back-up bidder (the “**Back-Up Bidder**”) which shall be the bidder
5 with the next best bid. Should the Successful Bidder fail to close escrow on the
6 Sale of the Subject Property, Debtor may sell the Subject Property to the Back-Up
7 Bidder without further court order.

8 The proposed Sale has a legitimate business justification and is in the best interest of the
9 estate. The purchase price represents market value as discussed in further detail below. Notice of
10 the Sale is being provided to all creditors and parties who have expressed interest in the Subject
11 Property, and Debtor has proposed an overbid procedure to ensure the estate receives the highest and
12 best price for the Subject Property at the Sale Hearing. Accordingly, Debtor believes that the
13 proposed Sale is fair and reasonable and within the proper exercise of its business judgment.

14 The Motion filed herein seeks, among other things, the following:

15 1. Authority to sell the Subject Property to Buyer, the Successful Bidder or the Back-Up
16 Bidder, as is, where is, and without representations or warranties, free and clear of any and all liens
17 and interests pursuant to 11 U.S.C. § 363(b) and (f);

18 2. A determination that Buyer, the Successful Bidder, and the Back-Up Bidder are
19 “good faith purchasers” pursuant to 11 U.S.C. § 363(m);

20 3. Approval of the terms of the Purchase Agreement;

21 4. Approval of the overbid procedures outlined in the Motion;

22 5. Authority to pay the liens Sale’s ordinary costs of sale, outstanding property taxes,
23 and other costs associated with the maintenance and preservation of the Subject Property; and the
24 Secured Claim held by the Secured Creditor in its allowed or stipulated amount.

25 6. Authority to take any and all necessary action to consummate the Sale of the Subject
26 Property.

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1 **PLEASE TAKE FURTHER NOTICE** that pursuant to Local Bankruptcy Rule 9013-
2 1(c)(2), any written response must be filed and served at least fourteen (14) days before to the
3 proposed Sale at the Sale Hearing.

4 **PLEASE TAKE FURTHER NOTICE** that the failure to respond, in writing or orally,
5 before or at the time of the Procedure Hearing, may be deemed by this Court to be a lack of
6 objection to the relief requested in this Motion.

7 **WHEREFORE**, Debtor respectfully prays that this Court enter its Sale Order consistent
8 with this Motion, and that it grants such other and further relief as is deemed just and proper.

9 Dated: July 14, 2021

G&B LAW LLP

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11 By: 
12 YI SUN KIM, ESQ.
13 Attorneys for Debtor and Debtor-in-Possession
14 Urban Commons Gramercy, LLC



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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: 16000 Ventura Blvd., Ste. 1000, Encino, CA 91436

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 July 14, 2021, 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:

- **Philip A Gasteier** pag@lnbrb.com
- **Yi S Kim** ykim@gblawllp.com, msingleman@gblawllp.com
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov
- **Hatty K Yip** hatty.yip@usdoj.gov, hatty.k.yip@usdoj.gov
- **Timothy J Yoo** tjy@lnbyb.com

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On July 14, 2021, 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 July 14, 2021, 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.

Honorable Ernest M. Robles
United States Bankruptcy Court
Los Angeles Division
255 E. Temple Street, Suite 1560/Ctrm 1568
Los Angeles, CA 90012
via Attorney Service

Service information continued on attached page

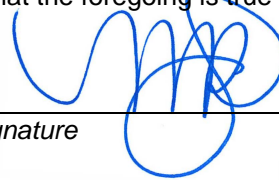
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 14, 2021

Marleigh Singleman

Date

Signature



SERVICE LIST

Debtor

Urban Commons Gramercy, LLC
10250 Constellation Blvd., Suite 1750
Los Angeles, CA 90067

Office of the U.S. Trustee

United States Trustee
Attn: Hatty K Yip
915 Wilshire Blvd, Suite 1850
Los Angeles, CA 90017
via ECF

SECURED CREDITORS

Franchise Tax Board
Attn: Bankruptcy
P.O. Box 2952
Sacramento, CA 95812-2952

77 West, LLC
c/o Timothy J. Yoo, Esq.
c/o Philip. A. Gasteier, Esq.
Levene, Neale, Bender, Yoo & Brill L.L.P.
10250 Constellation Blvd, Suite 1700
Los Angeles, CA 90067
via ECF

20 LARGEST UNSECURED CREDITORS

None

NOTICE PURPOSES ONLY

Internal Revenue Service
Centralized Insolvency Operations
P.O. Box 7346
Philadelphia, PA 19101-7346

David MacLeod & Nancy MacLeod, as
Trustees of MacLeod Family Trust
316 Olive Avenue, #343
Huntington Beach, CA 92648-7715

Peak Foreclosure Services, Inc.
5900 Canoga Ave., Suite 220
Woodland Hills, CA 91367-5124

Peak Foreclosure Services, Inc.
P.O. Box 23159
San Diego, CA 92193-31591

Pacific Laurel Virgil, LP
One Post Street, Suite 800
San Francisco, CA 94104-5203

Jung Park
3785 Wilshire Boulevard, Unit 703
Los Angeles, CA 90010

ADDRESSES FROM FILED PROOF OF CLAIMS

Zurich American Insurance Company
P.O. Box 68549
Schaumburg, IL 60196

Zurich American Insurance Company
Attn: Wendy Messner
P.O. Box 19253
Minneapolis, MN 55419

Datasite LLC
Attn: Leif Simpson
The Baker Center
733 S. Marquette Ave., Suite 600
Minneapolis, MN 55402

Los Angeles County Treasurer & Tax Collector
Attn: Yesica Herrera
P.O. Box 54110
Los Angeles, CA 90054