

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Christopher Celentino (SBN 131688) Email: christopher.celentino@dinsmore.com Lovee Sarenas (SBN 204361) Email: lovee.sarenas@dinsmore.com Jonathan Serrano (SBN 333225) Email: jonathan.serrano@dinsmore.com DINSMORE & SHOHL LLP 550 S. Hope Street, Suite 1765 Los Angeles, CA 90071 TEL: (213) 335-7737  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Peter J. Mastan, Chapter 7 Trustee	FOR COURT USE ONLY
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<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</b>	
In re:  BEACON ORGANICS, LLC,    Debtor(s).	CASE NO.: 2:22-bk-11295-WB CHAPTER: 7   <b>NOTICE OF SALE OF ESTATE PROPERTY</b>

<b>Sale Date:</b> 03/14/2024	<b>Time:</b> 2:30 pm
<b>Location:</b> Courtroom 1375, 255 E. Temple Street, Los Angeles, CA 90012	

**Type of Sale:** ☒ Public ☐ Private **Last date to file objections:** 02/29/2024

**Description of property to be sold:**

The Estate's rights, title, and interests, whatever they may be, in the intellectual property, certain hard assets, certain accounts receivables, and specific estate claims, all as further identified in the Asset Purchase Agreement filed with the Motion.

**Terms and conditions of sale:**

Please see Attachment to this Notice of Sale.

**Proposed sale price:** \$ 250,000.00

**Overbid procedure (if any):**

A copy of the proposed bid procedures is attached to this Notice of Sale.

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

March 14, 2024 at 2:30 p.m.  
United States Bankruptcy Court  
Courtroom 1375  
255 E. Temple Street  
Los Angeles, CA 90012

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

Lovee Sarenas, Esq.  
DINSMORE & SHOHL LLP  
550 S Hope Street, Suite 1765  
Los Angeles, CA 90071  
TEL: (213) 335-7737  
FAX: (213) 335-7740  
Email: lovee.sarenas@dinsmore.com

Date: 02/22/2024

## **ATTACHMENT**

### **I. TERMS AND CONDITIONS OF THE SALE<sup>1</sup>**

Peter J. Mastan, the duly-appointed Chapter 7 Trustee ("Trustee") for the bankruptcy estates ("Estates") of Greenerways LLC fka Greener Days, LLC ("Greenerways"), Beacon Organics, LLC, and Choice Essential Oils, LLC ("Choice"), agrees to the proposed sale ("Sale"), of the Estates' rights, title and interests, whatever they may be, in the intellectual property ("IP"), certain hard assets, certain accounts receivables, and specific estate claims (together, the "Assets"), all as further identified in the asset purchase agreement (the "APA") in the aggregate purchase price of Two Hundred Fifty Thousand Dollars (\$250,000) between the Trustee, as the seller ("Seller") on behalf of the Estates, and U.S. Merchants Financial Group, Inc. and/or its designee ("USM" or "Buyer"), on an "as is" "where is" basis, without any representation or warranty whatsoever except as provided in the APA.

The Property shall be sold free and clear of interests pursuant to 11 U.S.C. § 363(f) and the Motion seeks a determination that the Buyer is a good faith purchaser under §363(m).<sup>2</sup> As specified in the APA, the proposed sale includes mutual releases of claims, demands, and causes of action between USM and the Trustee.

In general and except for Excluded Assets (as defined in the APA), the IP consists of trademarks and goodwill associated with those trademarks and the domain names developed and utilized in the operation of Greenerways and Choice. The estate claims include all claims and causes of action of the Estates as of the Petition Date relating to the USM Claims, the Greenerways D&O Claims, and the Choice D&O Claims, provided, however, that the Assets shall not include the claims against Aion Acquisition LLC and its affiliates ("Aion Parties"). Under the APA, the Trustee grants standing to the Buyer to prosecute such avoidance actions, with the Estates retaining rights to 10% of the proceeds realized, whether by settlement or execution of a judgment net of all litigation and other expenses incurred by the Buyer and at no expense to either the Seller or the Estates to realize such proceeds. Assets include 50% of any and all outstanding accounts receivables for sales in the ordinary course of business of the Greenerways estate as of the Petition Date excluding any receivable relating to the employee retention credits of Greenerways ("ERC Claims"). Buyer receives 100% of any receivable due to Greenerways as of the Petition Date from Buyer, Jimmy Bella, Jayme Neiburg, or Sharon Neiburg excluding any receivable relating to the ERC Claims. Assets also include Hard Assets, the USM Claims, and Greenerways's books and records (except those books and records relating to Excluded Assets).

The Purchase Prices is due to be paid to the Trustee within 48 hours of the execution of the APA of which the sum of Fifty Thousand Dollars (\$50,000) shall be deemed to constitute the Deposit that is either retained by the Seller as Liquidated Damages or returned to the Buyer upon the occurrence of certain conditions as provided in the APA. No contingencies.

The sale is subject to overbids. Buyer will serve as the "stalking horse bidder." The *Trustee's Motion for an Order (1) Authorizing the Sale of Certain Property of The Estate Free and Clear of Interests Under 11 U.S.C. § 363(f); (2) Approving Bid Procedures for the Sale of the*

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<sup>1</sup> Trustee seeks approval of the sale of estate assets of Greenerways and Choice to USM. Beacon is a party to the compromise between the Choice, Beacon, and Greenerways Estates, on the one hand, and USM, on the other hand, which provides for the sale of USM Claims to USM.

<sup>2</sup> Capitalized terms used but not otherwise defined in this Notice and Attachment have the meaning ascribed to them in the APA or Motion, as appropriate.

*Estate's Assets Including Authorization of a Break-Up Fee Payment; (3) Approving the Compromise of Controversy; (4) Determining that Buyer is Entitled to § 363(m) Protection; and (5) Granting Related Relief* (the "Motion") filed before this Court concurrently with this Notice seeks authorization to pay a Break-Up Fee of no more than 3% of the Purchase Price for the Assets or part of the Assets in which the Buyer is out bid based on the value attributed to the particular asset, plus reimbursement of actual and reasonable attorneys' fees and expenses incurred by the Buyer not to exceed \$15,000 which shall be pro rated based on the allocated value of the Assets in which the Buyer is outbid. The Motion also seeks a determination that the Buyer or the Successful Bidder (as defined in the proposed Bid Procedure) is a good faith purchaser within the meaning of 11 U.S.C. § 363(m). The Motion further seeks a waiver of the stay provided under Fed. R. Bankr. Proc. 6004.

There are no sale costs associated with the sale except for the payment of the Break-Up Fee in the event that the Buyer is not the Successful Bidder at the sale. The Estates do not anticipate any significant tax consequences resulting from the Sale of the Assets. The APA provides that the Buyer shall pay, to the extent applicable: (i) all applicable document recording charges, if any; (ii) all applicable sales, use, transfer, or other taxes and fees arising from or resulting from the transactions contemplated hereby; and (iii) all costs and expenses associated with the retrieval or transfer of Assets.

The foregoing is a summary of the salient terms of the APA. If there are any inconsistencies with the summary described herein and the terms of the APA, the APA controls. A copy of the APA has been filed with the Court concurrently with this Notice. Interested parties may obtain a copy of the APA from the Court's CM/ECF website or from the Trustee's counsel by making a written request via e-mail at <[lovee.sarenas@dinsmore.com](mailto:lovee.sarenas@dinsmore.com)> or <[jonathan.serrano@dinsmore.com](mailto:jonathan.serrano@dinsmore.com)> or written correspondence at the address set forth in this Notice.

## **II. PROPOSED BID PROCEDURE**

A copy of the proposed Bid Procedure that will govern the auction of the Assets of the Estate follows.

### **SALE AND BID PROCEDURE**

The following sale and bid procedures ("Bid Procedure") govern the sale ("Sale") of certain assets of the Estates of Beacon Organics, LLC ("Beacon"), Greenerways LLC fka Greener Days, LLC ("Greenerways") and Choice Essential Oils, LLC ("Choice") that are defined as the "Assets" in the Asset Purchase Agreement ("APA") with U.S. Merchants Financial Group, Inc. ("USM" or "Buyer"). The Sale is in connection with the Debtors' respective chapter 7 bankruptcy cases filed in the United States Bankruptcy Court for the Central District of California, Los Angeles Division ("Bankruptcy Court") (Case Nos. 2:22-bk-11295-WB, 2:22-bk-11297 WB and 2:22-bk-11298 WB) ("Bankruptcy Cases"). The Seller, Peter Mastan, ("Trustee" or the "Seller") is the duly appointed Chapter 7 Trustee in these Bankruptcy Cases. This Bid Procedure is subject to final approval of the Bankruptcy Court. In the event of any conflict between the terms hereof and the APA, the terms of the APA shall govern.

**A. Assets to be Sold.** The Assets, as more specifically described and defined in the APA, generally consist of the intellectual property rights of Greenerways (collectively, "IP") in the form of trademarks and goodwill associated with those trademarks, the domain names developed and utilized in the operation of Greenerways; USM Claims, the Estates' Third-Party Claims; Hard Assets, accounts receivables, and the Greenerways B&R. The APA contains specific exclusions concerning Assets that ARE NOT being sold - consult the APA for details.

The sale of the Assets shall be subject to competitive bidding for all of the Assets or a combination of, or a portion of the Assets in accordance with this Bid Procedure and subject to Bankruptcy Court approval.

**B. "AS IS, WHERE IS" Sale.**

**SUBJECT TO THE TERMS OF THE APA, THE SALE OF THE ASSETS SHALL BE ON AN "AS IS, WHERE IS" BASIS WITH ALL FAULTS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED, NATURE OR DESCRIPTION BY THE SELLER OR THE DEBTORS, THE ESTATES, OR THEIR RESPECTIVE AGENTS INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY AS TO (I) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) THE EXISTENCE, VALIDITY OR COMPLETENESS OF ANY OF THE IP, (III) THE STRENGTH OF THE ESTATES' THIRD-PARTY CLAIMS OR THE RECOVERIES THEREIN; (IV) OPERATING HISTORY OR PROJECTIONS, VALUATION, RECOVERIES, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE ASSETS WITH GOVERNMENTAL OR OTHER APPLICABLE LAWS; OR (V) THE TRUTH, ACCURACY, OR COMPLETENESS OF ANY DOCUMENT RELATED TO THE ASSETS, OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF THE SELLER TO PROSPECTIVE BIDDERS, OR ANY OTHER MATTER OR THING REGARDING THE ASSETS. NONE OF THE DOCUMENTS OR MATERIALS PROVIDED TO THE PROSPECTIVE BIDDER IN CONNECTION WITH THE SALE TRANSACTION CONSTITUTE AN OPINION WITH RESPECT TO THE NATURE, EXTENT, OR VALIDITY OF SUCH ASSETS.**

**EACH BIDDER SHALL BE SOLELY RESPONSIBLE FOR CONDUCTING ITS OWN, INDEPENDENT DUE DILIGENCE WITH RESPECT TO THE ASSETS, INCLUDING, WITHOUT LIMITATION, THE EXISTENCE**

**AND VALIDITY OF ANY OF THE IP AND THE POTENTIAL RECOVERIES FROM THE ESTATES' CLAIMS. EACH BIDDER ACKNOWLEDGES THAT IT DID NOT RELY ON ANY OF THE SELLER'S OR ANY OF HIS PROFESSIONALS' WRITTEN OR ORAL STATEMENTS, REPRESENTATIONS, PROMISES, WARRANTIES, OR GUARANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING THE ASSETS, EACH DEBTOR'S BUSINESS OR THE COMPLETENESS OF ANY INFORMATION PROVIDED IN CONNECTION THEREWITH. EACH BIDDER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY THE REVIEW AND INSPECTIONS AND INVESTIGATIONS, AND THE SELLER AND HIS PROFESSIONALS SHALL HAVE NO LIABILITY WHATSOEVER TO ANY BIDDER OR SUCCESSFUL BUYER, ITS RELATED ENTITIES OR ANY OTHER PARTY FOR CLAIMS ARISING FROM, OR RELATED TO, THE DUE DILIGENCE DOCUMENTS AND MATERIALS PROVIDED.**

**C. Free and Clear Sale.** The Sale of the Estates' rights, title, and interest in the Assets being sold shall be free and clear of all liens, claims and interests of any kind and nature with such interests to attach to the proceeds (or a portion thereof, as applicable) of the sale with the same force, priority, and validity, if any, as in effect prior to the sale in accordance with 11 U.S.C. § 363(f) after Closing (as the term is defined in the APA).

**D. Bid Deadline:** Any interested overbidder must notify the Trustee in writing with its intent to bid and satisfy the requirements needed to be considered as a Qualified Bid (defined below) 72 hours ("Bid Deadline") prior to the hearing on the motion to approve the Sale ("Sale Hearing").

**E. Qualified Bid:** A bid may be for all Assets, a combination of, or a portion of the Assets. To qualify as a bid ("Qualified Bid"), a written offer must be submitted to the Trustee by the Bid Deadline that meets the following requirements:

a. agrees to a proposed purchase agreement (i) that is substantially similar to the APA and any other material terms determined by the Bankruptcy Court and (ii) that specifically identifies the Asset to be purchased on an "as is, where is" basis, and (iii) that sets forth the proposed purchase price as consideration to be paid for each Asset to be purchased and the aggregate purchase price;

b. confirms that the offer shall remain open and irrevocable until the closing of a Sale to the Successful Bidder(s) or the Backup Bidder(s) (as the terms are defined herein);

c. includes written evidence of ability to fund and consummate the proposed transaction;

d. is not conditioned on obtaining financing or the outcome of any due diligence by the bidder;

e. that discloses any connection with the Debtors and their creditors, the Trustee, and principals and insiders of the Debtor;

f. attests that the source of funds is not from properties of the Estates; and

g. that such person or entity has the authority and is empowered to bid, to sign any sale document, and to complete the Sale.

**F. Qualified Bid and Initial Bid Amount.** The Qualified Bid must be accompanied by a certified or cashier's check or wire transfer payable to the Trustee, solely in his capacity as the Chapter 7 Trustee of the Debtors, in an amount equal to (each an Initial Bid Amount):

- a. If for all the Assets in the APA: (i) the total purchase price of \$250,000 ("Total Purchase Price") plus (ii) the Break-up Fee (defined below) of \$22,500 over the Total Purchase Price; and (iii) a minimum initial overbid amount of \$10,000 in cash or cash equivalent for a total initial bid of at least \$282,500.
- b. If for individual category of Asset(s): (i) the minimum purchase price allocation for each individual category of Asset(s) of not less than \$50,000; plus (ii) the Break-up Fee and (iii) a minimum initial overbid amount of \$10,000 in cash or cash equivalent.

Any Qualified Bid shall allocate the total Qualified Bid amount among the assets to be purchased and/or specify which assets are to be purchased with the Qualified Bid.

**G. Deposit.** In order for the potential bidder to participate in the Auction, potential bidder agrees that Fifty Thousand Dollars (\$50,000.00) of the Qualified Bid shall constitute the deposit ("Deposit") which shall be nonrefundable as set forth in the APA if such party is deemed to be the Successful Bidder and is thereafter unable to complete the sale.

**H. Credit Bid:** No credit bid or setoff is permitted.

**I. Auction:** The following procedure will govern the auction in an effort to achieve a fair and competitive bidding process:

a. The Buyer is the stalking horse bidder ("Stalking Horse Bidder") with the starting bid of \$250,000 for all Assets, and is deemed to be a Qualified Bidder. The Stalking Horse Bidder is entitled to overbid.

b. Only a bidder who has submitted a Qualified Bid and the Initial Bid Amount to the Trustee by the Bid Deadline ("Qualified Bidder") will be eligible to participate at the Auction. If a Qualified Bid is received, Trustee shall announce any Qualified Bidder, any Qualified Bid, and the highest initial Qualified Bids for the Assets at the beginning of the Auction such that the Estate shall receive not less than the Total Purchase Price from the sale of the Assets to all Successful Bidders.

c. The minimum subsequent incremental bids shall be \$10,000 set by the Trustee prior to the Sale Hearing and announced at the Auction upon determination of the Qualified Bidder(s) and initial overbid(s) for the Assets.

d. The Auction will be conducted on the same date and time as the Sale Hearing. Each Qualified Bidder or its authorized representative must be present at the Auction and Sale Hearing physically, telephonically, or via video conference, in accordance with and subject to the Bankruptcy Court's procedures, in order to participate in the overbid process.

e. Each Qualified Bidder shall not be precluded from continuing to bid after initially passing his/her/its turn(s) to overbid and the Auction will continue until such time as the highest or otherwise best offer is determined in accordance with the Bid Procedure or until such Auction is adjourned by the Trustee.

f. Immediately prior to concluding the Auction and as confirmed by the Bankruptcy Court, the Trustee shall determine and identify (i) the highest or otherwise best and final Qualified Bid ("Successful Bid") and the Successful Bidder and (ii) the next highest or otherwise best Qualified Bid(s) after the Successful Bid ("Backup Bid") and the Backup Bidder; and shall have the right to reject any and all bids except for the Stalking Horse Bidder's Total Purchase Price, which is hereby deemed to be accepted and approved by the Trustee, subject only to overbid and Court approval. The Successful Bid shall remain

open, irrevocable and binding on the Successful Bidder until the closing of the Sale and shall be deemed withdrawn only in the event it is not approved by the Bankruptcy Court.

g. No Successful Bid or Backup Bid is binding on the Trustee or the Estate until the Bankruptcy Court enters the Approval Order as defined in the APA approving the Sale of the Assets to the Successful Bidder / Backup Bidder.

h. Within two business day of the entry of the Approval Order (as defined in the APA), the Successful Bidder shall complete and execute all agreements, instruments, or other documents evidencing and containing the terms and conditions upon which the Successful Bid was made.

**J. Backup Bidder:** The Backup Bidder shall keep the Backup Bid open, irrevocable and binding until the earlier of (i) the date that is thirty (30) days after the date of entry of the Approval Order or (ii) the Closing of a sale transaction of the Assets with the Successful Bidder(s). In the event that the Successful Bidder(s) cannot deliver the balance of the Successful Bid(s) within two business days of the entry of the Approval Order, the Trustee shall be authorized to accept the offer made by the Backup Bidder and the Successful Bidder's Bid Deposit shall be retained by the Trustee.

**K. Break-up Fee.** Subject to Bankruptcy Court approval, the Stalking Horse Bidder shall be entitled to a break-up fee of no more than 3% of the Purchase Price for the Assets in which the Buyer is out bid based on the value attributed to the particular asset plus reimbursement of actual and reasonable attorneys' fees and expenses incurred by Buyer not to exceed \$15,000 which shall be pro rated based on the allocated value of the Assets in which the Buyer is out bid (collectively, the "Break-Up Fee"). There shall be no break-up fee paid to the Buyer if it is the Successful Bidder. If the Stalking Horse Bidder is entitled to the Break-up Fee, such Break-up Fee shall be paid at the time of Closing.

**L. Reservation of Rights:** The Trustee reserves the right to seek approval of the Sale of portions of the Assets through separate APAs with different purchasers in the event that the Trustee determines the combination of such Sales will obtain the highest value for Assets. The Trustee further reserves the right as he may reasonably determine, in the exercise of his business judgment, to be in the best interests of the Estates and consistent with the terms of the APA to: (i) determine which bidders are Qualified Bidders; (ii) determine which bids are Qualified Bids; (iii) determine which Qualified Bid is the highest or otherwise best offer and which is the next highest or otherwise best offer and whether the highest or best Qualified Bidder shall be the Successful Bidder of the Assets to be purchased; (iv) reject any bid that is (a) inadequate or insufficient, (b) a credit bid for any Asset; (c) not in conformity with the requirements of the Bid Procedure or the requirements of the Bankruptcy Code or (d) contrary to the best interests of the Debtors and their Estates; (v) remove some or all of Assets from the Auction; (vi) waive terms and conditions set forth in these Bid Procedure with respect to all potential bidders; (vii) impose additional terms and conditions with respect to all potential bidders subject to Court approval; and (viii) modify the Bid Procedure as the Trustee may determine to be in the best interests of the Estates or to withdraw this Motion at any time with or without prejudice.

**M. Consent.** A party's participation in the sale process outlined herein shall constitute: (i) consent by such party to be subject to the jurisdiction of the Bankruptcy Court, for all purposes, in connection with any and all matters relating to the Sale of the Assets and this Bid Procedure; and (ii) the party's acknowledgment of its review, understanding and acceptance of the Bid Procedure outlined herein.



**BIDDER INFORMATION SHEET**

The following information is hereby provided by the Potential Bidder in accordance with the Bid Procedure.

POTENTIAL BIDDER'S NAME:

\_\_\_\_\_ ("Potential Bidder")

TAX IDENTIFICATION NUMBER: \_\_\_\_\_

POTENTIAL BIDDER'S ADDRESS: \_\_\_\_\_

AUTHORIZED OFFICER(S)/AGENT(S): The following individual(s) has/have been authorized to act on behalf of Potential Bidder in communicating on matters regulated by the Bid Procedure:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

POTENTIAL BIDDER'S LEGAL COUNSEL (IF ANY): \_\_\_\_\_

Bid Deposit: \$ \_\_\_\_\_

Initial Bid:				
	Asset	Purchase Price		
		Greenerways Estate	Choice Estate	Total
1	IP, Hard Assets, and Books and Records			
2	D&O Claims			
3	USM Claims			
	or			
4	All Assets			
	<b>Total Purchase Price:</b>			

ALL QUALIFIED BIDS SHALL BE DEEMED IRREVOCABLE. IN THE EVENT THAT A BIDDER SEEKS TO REVOKE SUCH BID, TRUSTEE SHALL BE ENTITLED TO KEEP SUCH BIDDER'S DEPOSIT AND PURSUE ALL OTHER CONTRACTUAL REMEDIES UNDER LAW OR EQUITY.

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

***Bid Should be Submitted to:***

Name:	E-mail:
Christopher Celentino	christopher.celentino@dinsmore.com
Lovee Sarenas	lovee.sarenas@dinsmore.com
Peter Mastan	peter.mastan@dinsmore.com

## 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:  
550 S. Hope Street, Suite 1765, Los Angeles, CA 90071

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)* 02/22/2024, 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:

☒ Service information continued on attached page

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

On *(date)* 02/22/2024, 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)* 02/22/2024, 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.

☒ 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.

02/22/2024  
*Date*

Michael C. Kerr  
*Printed Name*

/s/ Michael C. Kerr  
*Signature*

**In re Beacon Organics LLC**  
**U.S.B.C. – Los Angeles Division**  
**Case No. 2:22-bk-11295-WB**

**I. SERVED VIA NOTICE OF ELECTRONIC FILING (NEF):**

- **Jerrold L Bregman** jbregman@bg.law, ecf@bg.law [*Counsel to Aion Acquisition LLC*]
- **Kyler K Burgi** kyler.burgi@dgsllaw.com [*Counsel to Aion Acquisition LLC*]
- **Christopher Celentino** christopher.celentino@dinsmore.com, caron.burke@dinsmore.com
- **Adam L Hirsch** adam.hirsch@dgsllaw.com, robin.anderson@dgsllaw.com [*Counsel to Aion Acquisition LLC*]
- **Garrick A Hollander** ghollander@wghlawyers.com, jmartinez@wghlawyers.com; svillegas@wghlawyers.com [*Counsel to U.S. Merchants*]
- **Peter J Mastan (TR)** pmastan@iq7technology.com; travis.terry@dinsmore.com; ecf.alert+Mastan@titlexi.com [*Ch. 7 Trustee*]
- **Hamid R Rafatjoo** hrafatjoo@raineslaw.com, bclark@raineslaw.com [*Counsel to Debtor*]
- **Lovee D Sarenas** lovee.sarenas@dinsmore.com, katrice.ortiz@dinsmore.com [*Counsel to Ch. 7 Trustee*]
- **William A Smelko** William.Smelko@procopio.com, kristina.terlaga@procopio.com; calendaring@procopio.com [*Counsel to Michael T. Ashley and Jayme Neiberg*]
- **United States Trustee (LA)** ustpregion16.la.ecf@usdoj.gov
- **Kimberly Walsh** bk-kwalsh@texasattorneygeneral.gov, sherri.simpson@oag.texas.gov [*Creditor Texas Comptroller of Public Accounts, Revenue Accounting Division*]
- **Gregg Zucker** gregg@foundationlaw.com [*Counsel to the U.S. Merchants*]

**II. SERVED VIA REGULAR U.S. MAIL:**

**DEBTOR**

Beacon Organics, LLC  
2850 East Pico Blvd.  
Los Angeles, CA 90023

**United States Trustee**

Office of the United States Trustee  
915 Wilshire Blvd., Suite 1850  
Los Angeles, CA 90017-3560

**CREDITORS AND/OR INTERESTED PARTIES**

AION Acquisition LLC  
c/o Davis Graham & Stubbs LLP  
Attn: Kyler K. Burgi  
Attn: Adam L Hirsch  
1550 Seventeenth Street, Suite 500  
Denver, CO 80202-1500

**III. SERVED BY OVERNIGHT DELIVERY (FED EX):**

**United States Bankruptcy Court**

Honorable Julia W. Brand

United States Bankruptcy Court

Central District of California

Edward R. Roybal Federal Building and Courthouse

255 E. Temple Street, Suite 1382

Los Angeles, CA 90012