

☐ Individual appearing without attorney
☒ Attorney for: Peter J. Mastan, Chapter 7 Trustee

CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

Debtor(s).

Location: Courtroom 1668, 255 E. Temple Street, Los Angeles, CA 90012

Type of Sale: ☒ Public ☐ Private

Last date to file objections: 03/05/2024

Description of property to be sold: The Estate's rights and interests, whatever they may be, in that certain equipment and personal properties (collectively, "Equipment") being sold consisting of (i) used aircraft equipment used in providing maintenance and ground support to aircrafts that use the Hangar Facility such as motorized and manual airplane tugs, mobile power source, cherry picker, golf cart, and aircraft cleaning equipment; and (ii) used office furniture and appliances such as desks, chairs, wall posters, and kitchen appliances.

Terms and conditions of sale:

Please see Attachment 1 to this Notice of Sale.

Proposed sale price: \$ 55,000.00

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 19, 2024 at 10:00 a.m.
United States Bankruptcy Court
Courtroom 1668
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: 02/27/2024

ATTACHMENT 1

I. SUMMARY OF TERMS OF SALE

Peter J. Mastan, Chapter 7 Trustee ("Trustee") for the bankruptcy estate ("Estate") of Hawthorne Hangar Operations, L.P. ("Debtor") agrees to sell the Equipment to the Buyer 3507 JNA, LLC ("JNA" or "Buyer") for \$55,000 ("Purchase Price"), subject to Bankruptcy Court approval and overbids, on an "as is, where is" basis without any warranties or representations, with all faults and on the terms and conditions set forth in that Asset Purchase Agreement ("Purchase Agreement") attached to the Motion.

The Equipment shall be sold as a single lot and any overbids will have to provide for the purchase of the whole lot. The Trustee has received the Purchase Price which is being held in a segregated account. The Purchase Price is refundable only if the Buyer is not the Successful Bidder (as defined in the proposed overbid procedures submitted herewith) or the sale is not approved or Trustee breaches the Purchase Agreement. The sale of the Equipment shall be free and clear of all liens, claims, encumbrances, and interests pursuant to Bankruptcy Code § 363(f). There is no break-up fee associated with this transaction. The Motion seeks a determination that the Buyer is a good faith purchaser under Bankruptcy Code §363(m).

If there are any inconsistencies with the summary described herein and the terms of the Purchase Agreement, the Purchase Agreement controls. A copy of the Purchase Agreement has been filed with the Court concurrently with this Notice. Interested parties may obtain a copy of the Purchase Agreement 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> or <jonathan.serrano@dinsmore.com> or written correspondence at the address set forth in this Notice.

II. PROPOSED OVERBID PROCEDURES

The sale of the Equipment is subject to overbids at an Auction to be conducted at the sale hearing pursuant to the following proposed procedures:

- a. Any person or entity who intends to participate in the overbid process ("Bidder") must serve the Trustee and his counsel with the initial bid ("Initial Bid") so that it is actually received no later than 5:00 p.m. on March 16, 2024, three calendar days prior to the hearing on the Motion ("Bid Deadline"). Each Initial Bid must include (i) a cashier's check or money order made payable to "Peter J. Mastan, Chapter 7 Trustee" in the amount not less than \$60,000 comprised of the full Purchase Price plus \$5,000; and (ii) a written proof satisfactory to the Trustee that such Bidder has sufficient cash and ability to close the transaction. The Initial Bid package must be delivered to:

Dinsmore & Shohl LLP
Attn: Lovee Sarenas, Esq.
550 S. Hope Street, Suite 1765
Los Angeles, CA 90071

Peter J. Mastan
Chapter 7 Trustee
550 S. Hope Street, Suite 1765
Los Angeles, CA 90071

- b. Only parties with conforming Initial Bids submitted by the Bid Deadline shall be considered a "Qualified Bidder" and may bid at the sale. Trustee shall have the sole authority to determine (i) whether a party is a Qualified Bidder; and (ii) whether the overbid is the highest and best bid ("Successful Bidder") for the Equipment.
- c. The Buyer is entitled to overbid and is deemed a Qualified Bidder.
- d. Every subsequent overbid over the Initial Bid shall be in minimum increments of at least \$5,000.
- e. Each Qualified Bidder or an authorized representative of the Qualified Bidder must be present at the sale in order to overbid. Qualified Bidders are permitted to continue overbidding after initially passing their turn(s) to overbid. Any overbid must remain open until the conclusion of the auction at the sale hearing.
- f. If the Buyer is not the Successful Bidder of the Equipment, the Purchase Price paid by the Buyer shall be refunded forthwith, and the Successful Bidder shall be deemed the new buyer under the terms of the Purchase Agreement and shall waive all contingencies regarding the purchase of the Equipment.
- g. If the Successful Bidder cannot deliver the balance of the total overbid purchase price within 5 days of the entry of the order granting the Motion and is unable to complete the purchase of the Equipment, the Trustee shall be authorized to accept the offer made by next highest bidder.

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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:
550 S. Hope Street, Suite 1765, Los Angeles, CA 90071-2627

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)* 02/27/2024, 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)* 02/27/2024, 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)* 02/27/2024, 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.

02/27/2024
Date

Michael C. Kerr
Printed Name

/s/ Michael C. Kerr
Signature

In re Hawthorne Hangar Operations, L.P.
United States Bankruptcy Court – Los Angeles Division
Case No. 2:23-bk-11789-BR

1. SERVED VIA NOTICE OF ELECTRONIC FILING (NEF):

- **Richard T Baum** rickbaum@hotmail.com, rickbaum@ecf.inforuptcy.com
- **Samuel Mushegh Boyamian** samuel@marguliesfaithlaw.com, angela@marguliesfaithlaw.com, vicky@marguliesfaithlaw.com
- **Jess R Bressi** jess.bressi@dentons.com, kimberly.sigismondo@dentons.com
- **Rosendo Gonzalez** rossgonzalez@gonzalezplc.com, rgonzalez@ecf.axosfs.com; jzavala@gonzalezplc.com; zig@gonzalezplc.com; gig@gonzalezplc.com
- **Mary E Gram** marygramlaw@gmail.com
- **D Edward Hays** ehays@marshackhays.com, ehays@ecf.courtdrive.com; alinares@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **Robbin L. Itkin** ritkin@sklarkirsh.com, mduran@sklarkirsh.com; KFRAZIER@SKLARKIRSH.COM
- **Ian Landsberg** ilandsberg@sklarkirsh.com, lskaist@sklarkirsh.com; yalarcon@sklarkirsh.com; mmadden@sklarkirsh.com; ilandsberg@ecf.inforuptcy.com; kfrazier@sklarkirsh.com; mduran@sklarkirsh.com
- **Tinho Mang** tmang@marshackhays.com, tmang@ecf.courtdrive.com; alinares@ecf.courtdrive.com; cmendoza@ecf.courtdrive.com
- **Craig G Margulies** Craig@MarguliesFaithlaw.com, Vicky@MarguliesFaithlaw.com; Angela@MarguliesFaithlaw.com
- **Ron Maroko** ron.maroko@usdoj.gov
- **Peter J Mastan** (TR) pmastan@iq7technology.com; travis.terry@dinsmore.com; ecf.alert+Mastan@titlaxi.com
- **David M Parker** dparker@ParkerRiggs.com, slawless@ParkerRiggs.com
- **Lovee D Sarenas** lovee.sarenas@dinsmore.com, michael.kerr@dinsmore.com
- **James R Selth** jselth@wztslaw.com, jselth@yahoo.com; maraki@wztslaw.com; sfritz@wztslaw.com
- **Jonathan Serrano** jonathan.serrano@dinsmore.com
- **Evan L Smith** els@elsmithlaw.com
- **Keven Steinberg** keven@kevensteinberglaw.com
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov
- **Stephen R Wade** srw@srwadelaw.com, reception@srwadelaw.com

II. SERVED VIA U.S. MAIL

Debtor

Hawthorne Hangar Operations, L.P.
909 East Green Street
Pasadena, CA 91106-2906

United States Trustee:

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

CREDITORS AND/OR INTERESTED PARTIES

Grand Pacific Financing Corporation 901 Corporate Center Drive North, #300 Monterey Park, CA 91754-7664	County of Los Angeles Department of Treasurer and Tax Collector 225 North Hill Street, Room 122 P.O. Box 514818 Los Angeles, CA 90051-4818
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III. SERVED BY OVERNIGHT DELIVERY (FEDEX)

Honorable Barry Russell United States Bankruptcy Court Central District of California Edward R. Roybal Federal Building and Courthouse 255 E. Temple Street, Suite 1660 Los Angeles, CA 90012	
<u>Buyer:</u> 3507 JNA LLC c/o Sherwood Real Estate Partners 1223 Wilshire Boulevard, #241 Santa Monica, CA 90403 Attn: Jackson Brissette	
<u>Buyer's Counsel</u> Robin Itkin, Esq. Sklar Kirsh, LLP 1880 Century Park East, Suite 300 Los Angeles, CA 90067	