

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address ASA S. HAMI (CA Bar No. 210728) Asa.hami@gmlaw.com GREENSPOON MARDER LLP 1875 Century Park East, Suite 1900 Los Angeles, California 90067 Telephone: 213.626.2311 Facsimile: 954.771.9264 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Howard M. Ehrenberg, Chapter 7 Trustee	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION	
In re: D.A. BEEC-007, LLC, Debtor(s).	CASE NO.: 2:24-bk-14433-WB CHAPTER: 7 AMENDED NOTICE OF SALE OF ESTATE PROPERTY
Sale Date: August 21, 2025	Time: 2:00 p.m.
Location: 255 E. Temple Street, Los Angeles, CA 90012, Courtroom 1375	

Type of Sale: ☒ Public ☐ Private

Last date to file objections: August 7, 2025

Description of property to be sold:

Vacant Land at 21497 Calle Del Barco, Malibu, CA 90265 [APN 4451-015-072]

Terms and conditions of sale:

See Exhibit 1 Attached

Proposed sale price: \$150,000, Subject to Overbid

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 1 for Proposed Overbid Procedures.

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

August 21, 2021
2:00 p.m.
Courtroom 1375
255 E. Temple Street
Los Angeles, CA 90012

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

Asa S. Hami
GREENSPOON MARDER LLP
1875 Century Park East, Suite 1900
Los Angeles, CA 90067
213.626.2311
asa.hami@gmlaw.com

Date: July 31, 2025

EXHIBIT 1

Summary of Terms of Sale¹

- **Proposed Buyer:** Raubi Sundher and Sue Sundher, c/o Ani Dermenjian, Douglas Elliman of California, 23465 Civic Center Way, Building 9, Malibu, CA 90265 (the “**Buyer Broker**”).²
- **Property:** Vacant land at 21497 Calle Del Barco, Malibu, CA 90265 [APN 4451-015-072]. The legal description for the Property is in Exhibit “A” to the Preliminary Title Report dated as of June 11, 2025.
- **Court Approval and “As Is” Sale:** The Sale is subject to Bankruptcy Court approval and is on an “as is,” “where is,” “with all faults,” and “no warranty or recourse whatsoever” basis.
- **Purchase Price, Initial Deposit, and Removal of Contingencies:** \$150,000, cash, subject to overbid. The Sundhers tendered an earnest money deposit of \$4,500 (3% of their purchase price), subject to forfeiture as set forth in the Purchase Agreement. All buyer contingencies have been removed and no due diligence period remains.
- **Tender of Full Purchase Price/Closing:** The Sale shall close, with the Sundhers (or other Buyer) tendering the full purchase price, whatever such price may ultimately be (the “**Purchase Price**”), not later than the first business day after 14 calendar days after entry of an order authorizing the Sale, subject to extension as set forth in paragraph 4 of the Counter Addendum (the “**Closing Date**”).
- **Transfer of Property:** The Trustee in his capacity as the seller of the Property (as applicable, “**Seller**”) shall transfer the Estate’s interest in the Property by a Quitclaim Deed.
- **Payment of Club Dues:** Seller shall pay all outstanding balances due to the La

¹ The following only is a summary of the terms of Sale. The complete terms are set forth in the Purchase Agreement, which is appended as **Exhibit 1** to the Declaration of Howard M. Ehrenberg accompanying the motion to approve the sale. In the event of an inconsistency between the Purchase Agreement and the summary set forth herein or in any other summary or description in this Motion or supporting papers, the Purchase Agreement controls.

² In the event of a successful overbidder, the Trustee seeks authority to sell the Property to such overbidder.

Costa Beach & Tennis Club (“La Costa Club”) as of the Closing Date to bring the account current.

- Liens, Claims, Encumbrances and Other Interests: Except as otherwise set forth herein or in the Purchase Agreement, the Sale shall be free and clear of all liens, claims, encumbrances, or other interests, if any, including, but not limited to, all liens, interests, and claims identified on the Title Report, which includes (but is not necessarily limited to) the Estate’s share of any outstanding secured real property taxes.
- Assessments, Taxes, Escrow Fees and Other Costs: As more particularly set forth in the Purchase Agreement, the Sale shall be subject to: (1) all non-delinquent general and special taxes that are presently due, or may become due, regarding the Property, other than real property taxes, which shall be prorated at the close of escrow; (2) any lien for supplemental taxes that may be assessed under California Revenue and Taxation Code; and (3) any and all existing easements, restrictions, rights, and conditions of record and rights of way, against, on, or regarding the Property. Seller and Buyer shall each bear 50% of the escrow fees. Seller shall pay any real property transfer tax. Seller shall pay for the costs of a CTLA Standard Owner’s policy of title insurance. Currently, Lawyers Title serves as the escrow company and title company.
- Overbid: The Sale is subject to higher and better bid pursuant to the Overbid Procedures (subject to Bankruptcy Court approval).
- Broker Commissions: The Brokers shall be paid commission in the aggregate of 8.0% of the final Purchase Price from the Sale Proceeds through escrow without further Order of the Court. Of the total 8.0% commission, 5.0% shall be paid to the Trustee’s brokers, Keller Williams Studio City (the “Trustee Broker”), in accordance with this Court’s order approving the Trustee’s employment of the Trustee Broker, and 3.0% shall be paid to the Buyer Broker.
- Good Faith Finding: The Sundhers or other Buyer shall be deemed a “good faith” buyer in accordance with 11 U.S.C. § 363(m).
- Disbursements of Sale Proceeds: Assuming a timely closing of the Sale,

concurrently with such Closing, and relying on all liens, schedules, and claims of record in this case, the Trustee proposes to have the Sale Proceeds disbursed, through escrow, to pay the following as set forth in the estimated closing statement: (a) transfer taxes and customary closing and related costs in the estimated amount of approximately \$2,645.32; (b) the Estate's share of secured real property taxes in the sum of approximately \$53,789.18; (c) the Brokers' commission in the sum of \$12,000 (based on the current purchase price); and (d) all outstanding balances owing to the La Costa Club in the estimated sum of approximately \$21,804.63 (collectively, the "Disbursements"). Based on the current purchase price of \$150,000, and after such Disbursements, the Estate is estimated to net approximately \$60,060.87 from the Sale.³ The Trustee does not believe the Estate will realize any capital gain, or incur tax liability, as a result of or on account of the Sale.

Overbid Procedures

The Trustee seeks to sell the Property subject to the following Overbid Procedures:⁴

(1) Overbid Amount and Purchase Agreement

Any person or entity desiring to submit an overbid for the purchase of the Estate's interest in the Property ("Overbidder") shall advise the Trustee's bankruptcy counsel (contact information above) of his, her, or its intent to bid on the Property and the amount of the overbid (the "Overbid"), which must be at least \$155,000 (*i.e.*, the current Purchase Price, plus a \$5,000 minimum overbid amount), cash, by no later than 5:00 p.m. (PT), on the business day that is at least two days prior to the hearing on the Motion (the "Overbid Deadline") (*i.e.*, by 5:00 p.m. (PT) on August 19, 2025, based on the current hearing date). In his absolute and sole discretion,

³ This sum of the anticipated net proceeds to the Estate is only an estimate and the actual amount may differ upon Closing based on, among other things, the date of Closing and the final purchase price. All such Distributions and any estimated Sale Proceeds the Estate will net is conditioned on closing of the Sale.

⁴ The Overbid Procedures remain subject to Court approval, but, as set forth below, any Overbidder's participation in the present overbid process will be construed and deemed as consent to these Overbid Procedures.

the Trustee shall have the right to accept an Overbid at any time after the Overbid Deadline in the event the Trustee determines it will facilitate maximizing the value of the Property.

(2) Payment of Deposit and Evidence of Financial Ability to Perform

Any Overbidder shall submit to the Trustee's bankruptcy counsel: (a) a cashier's check, made payable to "Howard M. Ehrenberg, Chapter 7 Trustee," in the amount of at least \$4,500 to serve as a deposit towards the purchase of the Property (the "Deposit"); and (b) evidence the Overbidder has the financial wherewithal to close the contemplated sale at the Overbid amount. The Deposit and evidence of financial wherewithal must be delivered so that these items are received by the Trustee's counsel no later than the Overbid Deadline. In his sole and absolute discretion, the Trustee shall have the right to accept these items at any time after the Overbid Deadline.

In the event of any Overbid, the \$4,500 initial deposit already tendered by the Sundhers shall serve as their Deposit.

(3) Auction, Due Diligence, Consummation of Sale and Forfeiture of Deposit

In the event the Trustee receives any Overbid, the bidders will be able to participate in an auction to be conducted at the hearing on the Motion as is necessary in order to increase their bid.

As noted above, subject to Court approval, the Trustee recommends the first overbid be in the amount of \$155,000, cash, which is \$5,000 higher than the current Purchase Price of \$150,000. The Trustee recommends that, thereafter, Overbids shall be made in minimal increments of \$1,500 (subject to adjustment at the auction as may be appropriate) such that the next highest minimum overbid at any auction shall be an amount no less than \$156,500, cash. All due diligence is to be completed prior to the hearing on the Motion as the Sale is on an "as-is" "where is" basis, with no warranties, representations, recourse or contingencies of any kind whatsoever.

The Trustee will request authority to sell the Estate's interest in the Property to the bidder who, in the Trustee's business judgment, makes the highest and best Overbid (the "Winning

Bidder”).⁵ The Trustee shall be authorized to sell the Estate’s interest in the Property to the next highest and best Overbidder in the event the Winning Bidder fails to perform (“Backup Bidder”). The Trustee reserves the right to reject any and all Overbids that, in his business judgment, are insufficient.

The Winning Bidder’s Deposit shall be applied towards the total and final purchase price. The Winning Bidder must pay the full amount of the successful overbid to the Trustee by the Closing Date.

To the extent the Winning Bidder is unable, unwilling, or otherwise fails to consummate the Sale, that bidder’s entire Deposit shall become non-refundable and forfeited to the Trustee without further Order of the Court and without any further instructions to escrow and, in the event of a Backup Bidder, the Trustee shall be authorized to proceed with a sale to the Backup Bidder (at the Backup Bidder’s last bid at the auction).

To the extent an Overbidder is not the Winning Bidder, that Overbidder’s Deposit will be refunded by the Trustee; provided, however, that the Trustee shall retain the Deposit of any Backup Bidder until the sale to the Winning Bidder closes. Until the Sale closes, any Backup Bidder shall be treated similar to the Winning Bidder with respect to forfeiture of the Deposit.

(4) Agreement to Terms and Overbid Procedures

Any Overbidder’s tender of a Deposit to the Trustee shall serve as that Overbidder’s consent to, and agreement with these proposed Overbid Procedures (even though not yet approved by the Court), and the terms and conditions of the Sale as set forth in the applicable purchase agreement, and agreement not to object or seek to modify the Overbid Procedures in any manner.

⁵ To be sure, a higher bid amount may not necessarily be the best bid, and any determination as to which bid is the highest and best bid will be in the Trustee’s sole discretion.

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:
1875 Century Park East, Suite 1900, Los Angeles, California 90067

A true and correct copy of the foregoing document entitled: **AMENDED 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)* 07/31/2025, 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:

See Attached

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On *(date)* 07/31/2025, 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

D.A. BEEC-007, LLC
2627 3rd Street
Santa Monica, CA 90405-4178

☐ 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)* _____, 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.

July 31, 2025

Date

Denise Walker

Printed Name

/s/Denise Walker

Signature

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

ADDITIONAL SERVICE INFORMATION (if needed):

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

Keith Patrick Banner on behalf of Creditor Essential Management Inc., A California Corporation
kbanner@greenbergglusker.com, calendar@greenbergglusker.com;cmillerwatkins@greenbergglusker.com

Keith Patrick Banner on behalf of Creditor Arthur Gilbert
kbanner@greenbergglusker.com, calendar@greenbergglusker.com;cmillerwatkins@greenbergglusker.com

Keith Patrick Banner on behalf of Creditor Barbara Fried Gilbert
kbanner@greenbergglusker.com, calendar@greenbergglusker.com;cmillerwatkins@greenbergglusker.com

Keith Patrick Banner on behalf of Creditor Barry A. Katz
kbanner@greenbergglusker.com, calendar@greenbergglusker.com;cmillerwatkins@greenbergglusker.com

Keith Patrick Banner on behalf of Creditor Bernard Fried
kbanner@greenbergglusker.com, calendar@greenbergglusker.com;cmillerwatkins@greenbergglusker.com

Keith Patrick Banner on behalf of Creditor David Biliack
kbanner@greenbergglusker.com, calendar@greenbergglusker.com;cmillerwatkins@greenbergglusker.com

Keith Patrick Banner on behalf of Creditor Elizabeth Berber
kbanner@greenbergglusker.com, calendar@greenbergglusker.com;cmillerwatkins@greenbergglusker.com

Keith Patrick Banner on behalf of Creditor Jesse A Berber
kbanner@greenbergglusker.com, calendar@greenbergglusker.com;cmillerwatkins@greenbergglusker.com

Keith Patrick Banner on behalf of Creditor Samantha R Borinstein
kbanner@greenbergglusker.com, calendar@greenbergglusker.com;cmillerwatkins@greenbergglusker.com

Keith Patrick Banner on behalf of Creditor Stanford Feldman
kbanner@greenbergglusker.com, calendar@greenbergglusker.com;cmillerwatkins@greenbergglusker.com

Keith Patrick Banner on behalf of Interested Party Courtesy NEF
kbanner@greenbergglusker.com, calendar@greenbergglusker.com;cmillerwatkins@greenbergglusker.com

Arturo Cisneros on behalf of Interested Party Courtesy NEF
arturo@mclaw.org, CACD_ECF@mclaw.org

Russell Clementson on behalf of U.S. Trustee United States Trustee (LA)
russell.clementson@usdoj.gov

Howard M Ehrenberg (TR)
ehrenbergtrustee@gmlaw.com,
ca25@ecfbis.com;C123@ecfbis.com;howard.ehrenberg@ecf.courtdrive.com;Karen.Files@gmlaw.com

Arasto Farsad on behalf of Creditor Eric Liu
Farsadecf@gmail.com, farsadecf@ecf.courtdrive.com

Asa S Hami on behalf of Trustee Howard M Ehrenberg (TR)
asa.hami@gmlaw.com, ahami@ecf.courtdrive.com;patricia.dillamar@gmlaw.com;pdillamar@ecf.courtdrive.com

Dare Law on behalf of U.S. Trustee United States Trustee (LA)
dare.law@usdoj.gov

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

Julie Nong on behalf of Interested Party Courtesy NEF
julienong@ntlawgroup.com, julie.nong@gmail.com

United States Trustee (LA)
ustpreion16.la.ecf@usdoj.gov

Hatty K Yip on behalf of U.S. Trustee United States Trustee (LA)
hatty.yip@usdoj.gov, hatty.k.yip@usdoj.gov

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