

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Onyinye Anyama Esq. (SBN: 262152) Anyama Law Firm A Professional Law Corporation 18000 Studebaker Road, Suite 325 Cerritos, California 90703 Tel. (562) 645-4500; Fax: (562) 318-3669 E-mail: info@anyamalaw.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor and Debtor in Possession</p>		<p>FOR COURT USE ONLY</p>	
<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</p>			
<p>In re: VIA ESCUELA CONSULTING, LLC.</p>		<p>CASE NO.: 2:24-bk-17567-DS CHAPTER: 11</p>	
<p>Debtor(s).</p>		<p>NOTICE OF SALE OF ESTATE PROPERTY</p>	

Sale Date: 07/01/2025	Time: 1:00 pm
Location: CrtRm: 1639 255 E Temple St., Los Angeles, CA 90012	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:**

Description of property to be sold:

Residential real property located at: 3193 Budau Ave., Los Angeles, CA 90032

Terms and conditions of sale:

See attached Debtor's Motion for Order approving sale

Proposed sale price: \$ 1,650,000.00

Overbid procedure (if any):

See attached Debtor's Motion for Order approving sale

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

See attached Debtor's Motion for Order approving sale

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

Onyinye Anyama Esq.
Anyama Law Firm | A Professional Law Corporation
18000 Studebaker Road, Suite 325
Cerritos, California 90703
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Date: 06/09/2025

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Counsel for Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

VIA ESCUELA CONSULTING, LLC

Debtor-in-Possession

Case No.: 2:24-bk-17567-DS

Chapter 11 Case

**AMENDED MOTION FOR ORDER
APPROVING SALE OF REAL
PROPERTY FREE AND CLEAR OF
DESIGNATED LIEN, PROVIDING FOR
OVERBIDS, AND FOR ANCILLARY
RELIEF; MEMORANDUM OF POINTS
AND AUTHORITIES; DECLARATIONS
OF ONYINYE N. ANYAMA, MELISSA
REGINA ALVARADO AND DARWIN
NGUYEN OF HPT REALTY IN SUPPORT
THEREOF**

HEARING

Date: July 1, 2025
Time: 1:00 PM
Ctrm: 1639 / Via ZoomGov
Place: 255 E. Temple Street,
Los Angeles, CA 90012

**TO THE HONORABLE DEBORAH J. SALTZMAN, UNITED STATES BANKRUPTCY
JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, TWENTY LARGEST
UNSECURED CREDITORS, AND OTHER INTERESTED PARTIES:**

Debtor, Via Escuela Consulting, LLC, the Debtor-in-possession in the above-entitled proceeding (“Debtor”), hereby moves the above-entitled court for an order authorizing the sale of Debtor’s residential real property located at: 3193 Budau Ave. Los Angeles, CA 90032 and for related relief pursuant to 11 U.S.C. §363, as follows:

1. Approving the sale of the Estate’s interest in the property to Katie Nguyen (“Buyer”) for \$1,650,000.00, or the highest bidder, according to the terms and conditions set forth in the California Residential Purchase Agreement and Joint Escrow Instructions (“Purchase and Sale Agreement”). A True and Correct copy of the Purchase and Sale agreement is attached hereto as Exhibit “A”.

2. Approving Debtor’s proposed overbid procedures, as requested.

3. Authorizing Debtor’s distribution of sales proceeds for the payment of the costs of sale (including broker/real commissions); all liens, including amounts due on trust deeds, property taxes, and or homeowner association dues or fees, according to demand in escrow and upon approval by Debtor’s prior distribution. Notwithstanding the foregoing, the sale is requested to be free and clear of all liens.

4. Authorizing Debtor to sign any and all documentation necessary and to undertake any non-material amendments and modifications necessary to complete the sale to the highest qualified bidder without further notice, hearing or Court Order.

This Motion is made on the basis that the property has been listed for sale and the Buyers have made an offer which Debtor believes to be within the range of reasonable values; the offer price will assist the Debtor in payment of some of his priority claims and the offer may be further tested by Debtor’s proposed overbid procedures to ensure that the Estate gains the maximum value for the Property.

1 This Motion is based upon this Motion and the accompanying Notice of Motion, the
2 incorporated Memorandum of Points and Authorities, the Declaration of Darwin Nguyen of HPT
3 Realty (“Broker”), and upon such other and further evidence as the Court may consider in
4 connection with the hearing of this motion.

5 Dated: June 6, 2025

ANYAMA LAW FIRM, A.P.C.

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7 /s/Onyinye N. Anyama

8 Onyinye N. Anyama

9 Attorney for Debtor and Debtor in Possession
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MEMORANDUM OF POINTS AND AUTHORITIES

I.

PROPERTY TO BE SOLD.

1. Debtor filed the instant Chapter 11 proceeding on September 17, 2024.

2. The Debtor owns the real property located at 3193 Budau Ave. Los Angeles, CA 90032 (“the Property”). The Property was scheduled to have a value of \$1,500,000.00 with \$1,244,960.20 in liens. True and correct copies of the Debtor’s schedule “A/B” containing said listing is attached hereto as Exhibit “B”. As set forth in the declaration of Debtor’s Real Estate Agent, Darwin Nguyen of HPT Realty (“Broker”), it is Broker’s opinion that the subject property is valued to its proximity adjacent to the neighborhood.

As evidenced by the attached declaration of Broker, and Debtor Via Escuela Consulting, LLC the Buyers are third party. Neither Broker nor Debtor have any relationship with or have had any prior dealings with the Buyers except to the extent of this sale transaction as reflected by the Purchase and Sale Agreement terms.

II.

OFFER

3. Debtor has received an offer from the Buyers to purchase the Property for \$1,650,000.00 subject to the following contingencies:

a. Buyers have offered an initial deposit of \$10,000.00; a financing loan in the amount of \$1,155,000.00 (Buyer’s Finance Loan) and the Balance of purchase price of \$485,000.00 to be paid by the buyer.

b. Approval of the termite report and any physical inspection results

c. Approval of Title;

4. The Purchase Agreement provides for a 1% commission of the final purchase price to be paid by the seller to compensate Buyer’s Broker. True and correct copies of the Purchase Agreement is attached hereto collectively as Exhibit “A”.

5. Debtor believes that a sale to the Buyers at the offer price will yield value by way
offsetting part of the debtor's priority claims projected as follows (subject to verification in
escrow):

Offer:	\$1,650,000.00
Less:	
Closing Costs:	\$64,000.00
Seller's Commission (1%)	\$16,500.00
Buyer's Commission (1%)	\$16,500.00
Total Mortgage Liens ¹	\$1,303,399.91
LA County Property Tax Debt	\$48,960.65
Los Angeles County (Property Tax)	\$9,766.55
Owner's Title Insurance	\$2,000.00
Government Recording and Transfer Charges	\$200.00
Total Deductions:	\$1,461,127.00
Net Proceeds to Estate	\$188,873.00

6. Debtor proposes that the Buyers offer be subject to overbid, according to the
procedures set forth below. The Purchase and Sale agreement includes provision for overbids or
court approval of the sale transaction.

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¹ The lender will issue an updated payoff amount that will include post-
petition interest and reasonable attorney's fees under section 506(b) of the
Bankruptcy Code. The debtor has the right to object to such interests and
fees.

III.

PROPOSED OVERBID PROCEDURES.

7. In order to obtain the highest and best offer for the benefit of the creditors in the Estate, Debtor proposes the Buyers' offer to be subject to overbid. Notice is being provided of the opportunity for overbidding to all interested parties in this matter and required Local Rule Form 6004-2 is being filed with the clerk.

8. Debtor requests that the Court approve the following overbid procedures:

a. Only qualified bidders may submit an overbid. A "qualified bidder" is one who provides evidence of available funds and/or prequalification for any loan upon which the bidder will rely in funding the bid, a financial statement, and such business and banking references as are required in Debtor's reasonable discretion sufficient to assure Debtor of the bidder's ability (based upon availability of financing, experience or other conditions) to consummate the purchase of the real property on the same terms and conditions, other than price, as those proposed in the purchase agreement.

b. Each bid must be, non-contingent, and upon the same terms and conditions, other than the price, property to be sold "as is" as those proposed in the purchase agreement.

Overbids will be evaluated based upon a base-line offer of \$1,650,000.00, assuming a full commission of 2% (1% to Seller Broker's commission and 1% to Buyer Broker's commission)

c. All Interested bidders must contact Debtor's counsel no later than 7 days prior to the hearing scheduled for this motion and provide proof of funds and/or loan qualification to allow Debtor sufficient time to confirm that proof. Debtor's counsel's contact information is set forth on page 1 of this Motion.

d. The initial minimum overbid must be at least \$20,000 over the line offer of \$1,650,000.00. Subsequent bidding increments shall be \$5,000.00, or such increments as the court may establish.

1 e. A qualified bidder must be prepared to make an “earnest money” deposit of
2 \$10,000.00 before confirmation of the sale by the court, said deposit shall become Non-
3 refundable upon Court approval of sale to the qualified bidder. Debtor will not request
4 confirmation of any bid without the deposit. Such payment to be by way of prior wire
5 transfer to Debtor’s Counsel’s Trust Account or tender of a cashier’s check to Debtor’s
6 Counsel no later than the commencement of bidding.

7 f. A qualified bidder must be prepared to close escrow within twenty-one (21) calendar
8 days following the hearing on the Motion, with the remaining sales proceeds transferred to
9 escrow in time to confirm the funds before closing. All funds must be wire-transferred by
10 arrangement with Debtor’s counsel.

11 9. Appearance at the hearing may be in person or by telephone. The court’s
12 telephonic appearance procedures are attached hereto as Exhibit “C.”

13 10. The foregoing procedures will provide for an orderly completion of the sale of the
14 Property by permitting all Buyers’ to compete on similar terms and will allow interested parties
15 and the Court to compare competing bids in order to realize the highest and best benefit to the
16 Estate.
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18 **IV.**

19 **PROPOSED DISTRIBUTION OF SALE PROCEEDS.**

20 11. Debtor seeks authority for the distribution of the sales proceeds through escrow,
21 as follows:

- 22 a. For normal closing costs.
23 b. For the payment of Broker’s commissions as proposed in the purchase agreement
24 and as set forth above, or according to any approved overbid.
25 c. For the payment of real property taxes upon the Property according to the terms of
26 the purchase agreement, pursuant to a demand in escrow, and subject to Debtor’s review
27 and approval prior to distribution.
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d. For the payment of all valid liens against the Real Property, pursuant to a demand in escrow, and subject to Debtor's review and approval prior to the distribution. The Debtor's scheduled consensual lien is in favor of Stormfield Capital Funding I, LLC. ("Stormfield") with an estimated balance of approximately \$1,303,399.91² and for Los Angeles County Treasurer and Tax Collector ("LACTTC") in the amount of \$48,960.65. Debtor requests that the sale be free and clear of the liens pursuant to 363 (f)(3)(4)(5) in that the sale proceeds exceed the amount of the lien claims.

V.

BASIS FOR APPROVAL OF SALE.

12. 11 U.S.C §363(b)(1) provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." The proposed sale is outside of the ordinary course of business, in that it is the sale of a significant asset of the Estate. A trustee must show that (1) a "sound business purpose justifies the sale", (2) "accurate and reasonable notice" of the sale was provided; (3) the "price to be paid is adequate, *i.e.*, fair and reasonable"; (4) "Good Faith, *i.e.*, the absence of any lucrative deals with insiders, is present." See In re Industrial Valley Refrig. & Air Cond. Supplies, Inc., 77 B.R. 15. 21 (Bankr. E.D. Pa 1987). 11 U.S.C §1107 affords such authority to Debtor-in-Possession.

The proposed sale of the real property conforms to each of those requirements. There is a sound of business purpose in that the sale of the Real Property will allow a distribution to creditors, which is Debtor's objective and responsibility; the proposed sale price represents the best price obtained by listing the Real Property on the open market. Notice of the offer is being provided to all creditors and pursuant to the notice afforded by Local Rule Form 6004-2. Debtor has proposed an overbid procedure which will provide for the Estate to receive the highest and best value of the Rental Property.

² The lender will issue an updated payoff amount that will include post-petition interest and reasonable attorney's fees under section 506(b) of the Bankruptcy Code. The debtor has the right to object to such interests and fees.

VI.

OVERBID PROCEDURES

13. Pursuant to 11 U.S.C. §105(a), “[t]he court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of this title.” This would include entering an order establishing terms and conditions for sale such as the overbid procedures. *In re Crown Corporation*, 679 F.2d 774 (9th Cir.1982). *The overbid procedures proposed herein will ensure that the Property will generate the greatest possible value to the Estate. They also place appropriate checks upon overbidders to ensure that only qualified bids are considered.*

In light of the foregoing, movant respectfully requests the court approve the above referenced sale as requested or upon such terms as the Court deems appropriate. That the sale be free and clear of the liens as set forth in this motion. Further, that the requested distributions by escrow be authorized and such further Orders as the Court deems most appropriate.

Dated: June 6, 2025

ANYAMA LAW FIRM, A.P.C.

/s/Onyinye N. Anyama

Onyinye N. Anyama
Attorney for Debtor and Debtor in Possession

DECLARATION OF ONYINYE N. ANYAMA

I, Onyinye N. Anyama, declare as follows:

1. I am an attorney at law, qualified to practice in all courts of the States of California, and before the United States District Court for the Central District of California. I am the principal attorney of Anyama Law Firm; 18000 Studebaker Road, Suite 325, Cerritos, Ca 90703. I am the debtor and debtor-in-possession's counsel in the above referenced chapter 11 case.

2. I have personal knowledge of the matters set forth in this declaration, except where stated upon information and belief, and as to such statements, I believe them to be true. Unless the context indicates otherwise, capitalized terms herein shall have the meaning as defined in the Application.

3. I submit this declaration in support of the Debtors' Motion for Order (1) authorizing sale of the real property pursuant to 11 U.S. C. §363(b) re: 3193 Budau Ave. Los Angeles, CA 90032.

4. Proceeds of Sale: The proposed purchase price ("the purchase price") under the Purchase Agreement is \$1,650,000.00 for the Property to be paid at the closing. The Debtor and the Buyer have negotiated and entered into an agreement (the "Agreement") to sell the Property (the "Proposed Sale").

5. Disposition of Proceeds: To the best of declarant's knowledge, assuming the Sale is approved and consummated, the likely distribution of proceeds will be as follows: The Secured Claim of Stormfield will be paid in full, costs of Sale including brokers' commissions in the two points (2%) [Seller's broker commission 1% and Buyer's broker commission 1%], administrative fees and Property Taxes. The Debtor seeks authorization to disburse the sale proceeds to make these payments without further order of the Court.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Declaration was executed on June 6, 2025, at Cerritos, California.

Onyinye N. Anyama

/s/Onyinye N. Anyama
Attorney for Debtor-in-Possession
And Declarant

DECLARATION OF MELISSA REGINA ALVARADO FOR DEBTOR

I, Melissa Regina Alvarado in representation of Via Escuela Consulting, LLC declare as follows:

1. I am the Principal of Via Escuela Consulting, LLC (the "Debtor") in the instant bankruptcy case. I make this declaration in support of the Motion to Sell Real Property Pursuant to 11 U.S.C. § 363(f) (the "Motion"). I know each of the facts of my own personal knowledge, except as otherwise stated, and, if called as a witness, I could and would competently testify with respect thereto.

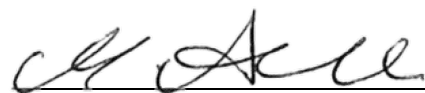
2. The instant case was filed on or about September 17, 2024.

3. Neither I, nor the debtor, nor any person connected with the debtor have relationship with the Buyer and have had no prior dealings with her. Rather, the relationship is limited exclusively to the present sale transaction as set forth in the Real Estate Purchase and Sale Contract.

4. The current buyer came through the listing broker. We've been leveraging our networking channels to reach qualified investors the broker connected us with this buyer as a result of that outreach.

5. The property has also been listed for sale since May 27, 2025

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 6th Day of June 2025 at Cerritos, California.



Melissa Regina Alvarado
Principal for Debtor and Declarant

DECLARATION OF DARWIN NGUYEN OF HPT REALTY

I, Darwin Nguyen, declare as follows:

1. I am a real estate licensed to practice in the State of California of HPT Realty.

2. I am acquainted with Via Escuela Consulting, LLC and Melissa Regina Alvarado only from the proceeding to which this declaration relates. I have no relationship nor affiliation of any kind with the Debtor except as a Real Estate broker,

3. My employment application is currently pending with the court and there has been no opposition.

4. The Real Property has a scheduled value of \$1,500,000.00. A true and correct copy of the Debtor's schedule is attached as Exhibit "B."

5. I came across the buyer through networking channels to reach qualified investors.

6. In my opinion, the Buyers' offer is the best offer received by the Agent to date.

Moreover, the proposed overbid procedures will ensure that the Property is sold for the best and highest price. My office will send a copy of the notice of the hearing on the Motion to all parties who have previously expressed an interest in the Property.

7. The property has been listed for sale since May 27, 2025.

8. To promote the property, we've shared it through email campaigns with other brokerages and multifamily investors as well as advertised it across social media platforms.

9. There are no current overbids at this time.

10. The current buyer, Katie Nguyen is aware that the real property is being sold as is and is part of a bankruptcy estate and that the sale is subject to approval from the bankruptcy court and the overbid procedures.

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

Executed on this 3rd day of June 2025, at Los Angeles, California.



Darwin Nguyen

Real Estate of HPT Realty and
Declarant

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