Case 2:16-bk-25740-ER Doc 240 Filed 04/12/17 Entered 04/12/17 10:27:15 Desc Main Document Page 1 of 9

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY	
Daniel A. Lev (CA Bar No. 129622) dlev@sulmeyerlaw.com		
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ahami@sulmeyerlaw.com Jessica L. Vogel (CA Bar No. 285328)		
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A Professional Corporation 333 South Hope Street, Thirty-Fifth Floor		
Los Angeles, California 90071-1406 Telephone: 213.626.2311		
Facsimile: 213.629.4520		
Daniel A. Lev (CA Bar No. 129622) dlev@sulmeyerlaw.com		
Asa S. Hami (CA Bar No. 210728)		
Individual appearing without attorney Attorney for: Elissa D. Miller, Chapter 7 Trustee		
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION		
	- LOS ANGELES DIVISION	
In re:	CASE NO.: 2:16-bk-25740-ER	
QUIGG LA 11, LLC,	CHAPTER: 7	
Debtor.	Case No. 2:16-bk-25768-ER	
□ AFFECTS ALL DEBTORS	Case No. 2:16-bk-25783-ER Case No. 2:16-bk-25782-ER	
□ AFFECTS QUIGG LA 11, LLC	Case No. 2:16-bk-25763-ER Case No. 2:16-bk-25784-ER	
□ AFFECTS QUIGG LA 13, LLC	Case No. 2:16-bk-25786-ER Case No. 2:16-bk-25787-ER	
□ AFFECTS QUIGG LA 15, LLC		
AFFECTS QUIGG LA 17, LLC	NOTICE OF SALE OF ESTATE PROPERTY	
□ AFFECTS QUIGG LA 18, LLC		
□ AFFECTS QUIGG LA 19, LLC		
□ AFFECTS QUIGG BUILDERS, INC.		
AFFECTS ARDAN PROPERTIES, INC Debtor(s).		
Sale Date: May 3, 2017	Time: 11:00 a.m.	
Lecation: 255 East Temple Street Les Angeles California 90012 Courtroom "1568"		

Location: 255 East Temple Street, Los Angeles, California 90012, Courtroom "1568"

Type of Sale: Public Private

Last date to file objections: April 19, 2017

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

Case 2:16-bk-25740-ER Doc 240 Filed 04/12/17 Entered 04/12/17 10:27:15 Desc Main Document Page 2 of 9

Three Million Six Hundred Thousand Dollars U.S. (\$3,600,000), cash, subject to qualified overbids (see attachment). Sale to be "as is" and "where is" with no warranties or representations of any kind.

Proposed sale price: \$3,600,000 cash, subject to qualified overbid

Overbid procedure (*if any*): <u>\$108,000 deposit</u>, plus proof of funds to qualify; bidder must agree to terms of purchase agreement attached to motion; first overbid to be no less than \$3,650,000, with subsequent overbids of no less than \$10,000; deposit is non-refundable if bid is accepted and approved by Court; no contingencies

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

Hearing Date: May 3, 2017Hearing Time: 11:00 a.m.Location: Courtroom "1568," United States Bankruptcy Court255 East Temple Street, Los Angeles, California 90012

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

Daniel A. Lev, Esq., counsel to the Trustee

SulmeyerKupetz, a Professional Corporation

333 South Hope Street, 35th Floor

Los Angeles, California 90071

Telephone: 213.626.2311

E-mail: dlev@sulmeyerlaw.com

Date: April 12, 2017

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

ATTACHMENT TO NOTICE OF SALE OF ESTATE PROPERTY

Description of Property to be Sold: Residential real property located at 428 South June Street, Los Angeles, California 90020 [APN 5505-002-008] (the "June Property" or the "Property"). The June Property is being sold on an "as is" "where is" basis, with no warranties, recourse, contingencies, or representations of any kind, except as may be provided in the Purchase Agreement.

Method of Sale: Existing cash offer of \$3,600,000.00, subject to qualified overbids.

<u>Sale Description</u>: Date of Sale: May 3, 2017, 11:00 a.m. (subject to continuances) Place: 255 East Temple Street Courtroom "1568" Los Angeles, California 90012

- <u>Offer Received</u>: The Trustee received and accepted an offer from Buyer for \$3,600,000.00, cash, subject to overbid.
- **Overbid Terms:** Prospective bidder must submit \$108,000.00 deposit, plus proof of funds to qualify by no later than 5:00 p.m. (PST), one (1) business day prior to sale hearing (Auction); Bidder must agree to terms of purchase agreement attached to motion; first overbid to be no less than \$3,650,000.00, with subsequent overbids of no less than \$10,000.00; deposit is non-refundable if bid is accepted and approved by Court; no contingencies.
- **<u>Bid Procedures</u>**: The Proposed Sale to the Buyer is subject to approval of the United States Bankruptcy Court and to qualified overbids, and any person or entity desiring to submit an overbid must comply with the proposed Bidding Procedures (set forth below).

A. <u>Continued Marketing and Access to Information</u>

Between the date of the Motion and the hearing date (the "Sale Hearing"), the Trustee will continue to solicit interest in the June Property and provide information to prospective bidders (each a "Potential Bidder"), as well as Buyer, through the Estate's employed broker, Coldwell Banker Residential Brokerage ("Coldwell"). In order to participate in the process, a Potential Bidder will be provided reasonable access to the June Property and a copy of the Purchase Agreement. The Trustee and her agents and professionals will also be available to answer any questions regarding the information in the due diligence materials or other reasonably requested information.

B. Bidding Process

The Trustee shall use commercially reasonable good faith efforts to (i) determine whether any entity or person is a Potential Bidder and Qualified Bidder (as defined below), (ii) receive bids from any Qualified Bidders, and (iii) if Qualified Bids (as defined below) are timely received, conduct an auction (the "Auction") between Buyer and other Qualified Bidders at the Sale Hearing to determine the Successful Bid (as defined below) in accordance with these Bidding Procedures (collectively, the "Bidding Process"). Any entity or person who wishes to participate in the Bidding Process must be a Qualified Bidder. The Trustee shall not be obligated to furnish information of any kind regarding the June Property to any entity or person that is not a Potential Bidder (as defined below). The Trustee shall have the right to adopt such other rules for the Bidding Process that are not materially inconsistent with any of the provisions of the Purchase Agreement, the Bidding Procedures, or any Bankruptcy Court order that, in the Trustee's sole judgment, promotes a fair, open, and competitive Bidding Process.

C. <u>Qualified Bidders and Participation Requirements</u>

Unless otherwise ordered by the Bankruptcy Court, for cause shown or in the Trustee's good faith business judgment, to participate in the Bidding Process, each interested entity or person (each, a "Potential Bidder") must deliver the following to the Trustee by the Bid Deadline as defined below: (i) a cashier's check, made payable to "Elissa D. Miller, Chapter 7 Trustee," in the amount of one hundred eight thousand dollars U.S. (\$108,000.00) (the "Deposit"), (ii) confirm in writing that he, she, or it accepts the terms and conditions of the Sale as set forth in the Purchase Agreement, other than price, (iii) confirm that he, she, or it is prepared to submit an overbid for the June Property in an amount no less than the Minimum Qualified Overbid (defined below), and (iv) provide evidence reasonably acceptable to the Trustee, in her sole business judgment, of such person or entity's financial wherewithal to close a sale of the June Property at a price equal to the Minimum Qualified Overbid (the "Qualification Items").

The Trustee shall provide each Potential Bidder with a copy of the Purchase Agreement upon request.

A bid received from a Qualified Bidder before the Bid Deadline (as defined below) that meets the above requirements shall constitute a "Qualified Bid" provided, however, that the Trustee may request that a Qualified Bidder amend its bid to address any failure to comply with any of the above requirements. For purposes of the Bidding Process, the Purchase Agreement executed by Buyer constitutes a Qualified Bid and Buyer is deemed a Qualified Bidder.

Each Qualified Bidder must disclose all of its pre-petition and post-petition relationships with other bidders, the Debtors, Robert Quigg, or creditors of the Debtors. Only a Qualified Bidder is entitled to bid at the Auction. Each Potential Bidder, whether a Qualified Bidder or not, and its affiliates or joint venturers, shall be deemed to have submitted to the exclusive jurisdiction of the Bankruptcy Court with respect to all matters relating to its bid, the Auction and the purchase/sale of the June Property.

D. <u>Bid Deadline</u>

A Potential Bidder that desires to make a bid shall deliver the Qualification Items

so that they are received by the Trustee by not later than 5:00 p.m. (PST), one (1) business day prior to the Auction (the "Bid Deadline"), addressed as follows: Daniel A. Lev, Esq., **Sulmeyer**Kupetz, A Professional Corporation, 333 South Hope Street, 35th Floor, Los Angeles, California 90071-1406 (email: dlev@sulmeyerlaw.com; fax: (213) 629-4520).

Only Potential Bidders that become Qualified Bidders by timely submitting a Qualified Bid prior to the Bid Deadline (as it may be extended in compliance with these Bidding Procedures) shall be entitled to bid at the Auction. The Trustee may extend the Bid Deadline once or successively, but is not obligated to do so, in her sole and absolute discretion.

E. Sale Hearing and Auction

If any Qualified Bid (other than that of Buyer under the Purchase Agreement) is received by the Bid Deadline (as it may be extended), then the Trustee shall conduct the Auction at the Sale Hearing for the right to become the Successful Bidder.

The Auction shall commence at the Sale Hearing and shall take place in Courtroom "1568" of the United States Bankruptcy Court, Central District of California, Los Angeles Division, located at 255 East Temple Street, Los Angeles, California 90012.

As noted below, subject to Court approval, the Trustee recommends that the first overbid be no less than three million six hundred fifty thousand dollars (\$3,650,000.00) (the "Minimum Qualified Overbid), which is \$50,000.00 higher than the sales price in the current Purchase Agreement of \$3,600,000.00. The Trustee further proposes that subsequent overbids be made in increments of no less than ten thousand dollars (\$10,000.00).

All due diligence is to be completed prior to the hearing as the Sale is on an "as is, where is" basis with no warranties, representations, recourse, or contingencies of any kind. Each party, including the Buyer, must pay the full amount of the successful overbid to the Trustee according to the terms and conditions in the Purchase Agreement, which is "no later than the first business day after fourteen (14) calendar days following the entry of [a] court order approving [the] sale." In the event that the successful buyer does not make such payment by that date: (i) the sale to such buyer shall be deemed terminated and cancelled without further order of court, (ii) the Deposit shall be forfeited to the bankruptcy estate, and (iii) the Trustee shall be authorized to accept the offer made by the next highest Qualified Overbidder (the "Back-Up Bidder") and close the sale of the June Property to such Back-Up Bidder. The Trustee reserves the right to reject any and all overbids that, in her business judgment, are insufficient.

Should the Buyer or a Qualified Overbidder submit an overbid that is ultimately not deemed to be the successful final overbid for the June Property, any such party may agree that its last overbid may be deemed a back-up bid ("Back-Up Bid") should the

successful bidder fail to timely close escrow. If such party so agrees, it shall be deemed a "Back-Up Bidder" and the following additional provisions shall apply:

a. The Deposit of the Back-Up Bidder (the "Back-Up Deposit") shall be retained by the Trustee pending closing of the sale to the successful Qualified Overbidder. Should the sale to the successful Qualified Overbidder close, the Back-Up Deposit will be returned promptly.

b. Should the sale to the successful Qualified Overbidder fail to close, the Back-Up Bidder will be notified in writing by the Trustee, after which notification the Back-Up Bidder will have fourteen (14) calendar days to close escrow in accordance with the Back-Up Bid.

Should the Back-Up Bidder fail to timely consummate the purchase of the June Property, the Trustee shall retain for the benefit of the Estate as liquidated damages for such failure, the \$108,000 deposit tendered to the Trustee in connection with the Qualified Overbid, which Deposit shall be retained free and clear of any and all claims and interests.

Contact Name:	Daniel A. Lev, Esq. or Jessica L. Vogel, Esq.	
Contact Number:	(213) 626-2311	
<u>Case Name</u> :	In re Quigg 11, LLC (Jointly administered with Quigg LA 13, LLC; Quigg LA 15, LLC; Quigg LA 17, LLC; Quigg LA 18, LLC; Quigg LA 19, LLC; Quigg Builders, Inc.; Ardan Properties, Inc.)	
Case Number:	2:16-bk-25740-ER	
	Jointly administered with:	
	2:16-bk-25768-ER 2:16-bk-25783-ER 2:16-bk-25782-ER 2:16-bk-25763-ER 2:16-bk-25784-ER 2:16-bk-25786-ER 2:16-bk-25787-ER	

Case 2:16-bk-25740-ER Doc 240 Filed 04/12/17 Entered 04/12/17 10:27:15 Desc Main Document Page 7 of 9

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:

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. <u>TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)</u>: 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*) <u>April 12, 2017</u>, 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: Brian C Andrews on behalf of Creditor Cook Development Company james@briancandrews.com, andrewslawgroupinc@gmail.com

Lynn Brown on behalf of Creditor American Express Bank, FSB notices@becket-lee.com

David I Brownstein on behalf of Creditor Hollywood Wholesale Electric, Inc. david@brownsteinfirm.com

David I Brownstein on behalf of Creditor Premium Energy Solutions, Inc. david@brownsteinfirm.com

Andrew Carlton on behalf of Interested Party Courtesy NEF acarlton@candclawyers.com, ddoorbar@candclawyers.com

Peter A Davidson on behalf of Interested Party Courtesy NEF pdavidson@ecjlaw.com, lpekrul@ecjlaw.com

Thomas M Geher on behalf of Interested Party Courtesy NEF tmg@jmbm.com, bt@jmbm.com;fc3@jmbm.com;tmg@ecf.inforuptcy.com

Michael I Gottfried on behalf of Creditor 1011409 B.C. Ltd. mgottfried@lgbfirm.com, kalandy@lgbfirm.com;cboyias@lgbfirm.com;srichmond@lgbfirm.com;mmocciaro@lgbfirm.com

Asa S Hami on behalf of Trustee Elissa Miller (TR) ahami@sulmeyerlaw.com, agonzalez@sulmeyerlaw.com;agonzalez@ecf.inforuptcy.com;ahami@ecf.inforuptcy.com

Neil M Katsuyama on behalf of Creditor Pierre Landscape, Inc. nmkatsuyama@jonesbell.com, neil.katsuyama@gmail.com

Neil M Katsuyama on behalf of Interested Party Courtesy NEF nmkatsuyama@jonesbell.com, neil.katsuyama@gmail.com

Glenn C Kelble on behalf of Creditor Access Investment, LLC gkelble@spiwakandiezza.com, 2518870420@filings.docketbird.com

Glenn C Kelble on behalf of Creditor Achor Assets II, LLC gkelble@spiwakandiezza.com, 2518870420@filings.docketbird.com

Glenn C Kelble on behalf of Creditor Anchor Assets II, LLC gkelble@spiwakandiezza.com, 2518870420@filings.docketbird.com

Glenn C Kelble on behalf of Creditor Anchor Assets V, LLC gkelble@spiwakandiezza.com, 2518870420@filings.docketbird.com

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Case 2:16-bk-25740-ER Doc 240 Filed 04/12/17 Entered 04/12/17 10:27:15 Desc Main Document Page 8 of 9

Glenn C Kelble on behalf of Creditor Anchor Fund, LLC gkelble@spiwakandiezza.com, 2518870420@filings.docketbird.com

Glenn C Kelble on behalf of Creditor Committee Chair Asset Investment, LLC gkelble@spiwakandiezza.com, 2518870420@filings.docketbird.com

Glenn C Kelble on behalf of Interested Party Courtesy NEF gkelble@spiwakandiezza.com, 2518870420@filings.docketbird.com

Yale K Kim on behalf of Interested Party Courtesy NEF ykim@allenmatkins.com, lpanderson@allenmatkins.com

Daniel A Lev on behalf of Interested Party Courtesy NEF dlev@sulmeyerlaw.com;dlev@ecf.inforuptcy.com;dwalker@sulmeyerlaw.com

Daniel A Lev on behalf of Trustee Elissa Miller (TR) dlev@sulmeyerlaw.com, asokolowski@sulmeyerlaw.com;dlev@ecf.inforuptcy.com;dwalker@sulmeyerlaw.com

Elissa Miller (TR) CA71@ecfcbis.com, MillerTrustee@Sulmeyerlaw.com;C124@ecfcbis.com

Eric A Mitnick on behalf of Creditor Hankey Capital LLC MitnickLaw@aol.com

Eric A Mitnick on behalf of Interested Party Courtesy NEF MitnickLaw@aol.com

Byron Z Moldo on behalf of Interested Party Courtesy NEF bmoldo@ecjlaw.com, lpekrul@ecjlaw.com

Douglas A Plazak on behalf of Creditor Mulligan's Painters, Inc. dplazak@rhlaw.com

David M Reeder on behalf of Debtor Ardan Properties, Inc. dmr@vrmlaw.com, jle@vrmlaw.com

David M Reeder on behalf of Debtor QUIGG Builders, Inc. dmr@vrmlaw.com, jle@vrmlaw.com

David M Reeder on behalf of Debtor QUIGG LA11, LLC dmr@vrmlaw.com, jle@vrmlaw.com

David M Reeder on behalf of Debtor QUIGG LA13, LLC dmr@vrmlaw.com, jle@vrmlaw.com

David M Reeder on behalf of Debtor QUIGG LA15, LLC dmr@vrmlaw.com, jle@vrmlaw.com

David M Reeder on behalf of Debtor QUIGG LA17, LLC dmr@vrmlaw.com, jle@vrmlaw.com

David M Reeder on behalf of Debtor QUIGG LA18, LLC dmr@vrmlaw.com, jle@vrmlaw.com

David M Reeder on behalf of Debtor QUIGG LA19, LLC dmr@vrmlaw.com, jle@vrmlaw.com

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Case 2:16-bk-25740-ER Doc 240 Filed 04/12/17 Entered 04/12/17 10:27:15 Desc Main Document Page 9 of 9

Stephen M Sanders on behalf of Creditor Brconi, Inc. dba B&R Construction stephen@thegreenlawgroup.com, michele@thegreenlawgroup.com

United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

Jessica Vogel on behalf of Trustee Elissa Miller (TR) Jvogel@sulmeyerlaw.com, jvogel@ecf.inforuptcy.com;mviramontes@sulmeyerlaw.com

Mark T Young on behalf of Creditor Grandmaison Construction Inc. myoung@donahoeyoung.com

Mark T Young on behalf of Creditor Grandmaison Construction, Inc. myoung@donahoeyoung.com

David B Zolkin on behalf of Creditor Strand Capital Corporation dzolkin@btntlaw.com, maraki@btntlaw.com

Roye Zur on behalf of Creditor 1011409 B.C. Ltd. rzur@lgbfirm.com;cboyias@lgbfirm.com;mmocciaro@lgbfirm.com

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) ______, 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 <u>will be completed</u> 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*) <u>April 12, 2017</u>, 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 <u>will be completed</u> no later than 24 hours after the document is filed.

The Honorable Ernest M. Robles U.S. Bankruptcy Court Roybal Federal Building Bin outside of Suite 1560 255 E. Temple Street Los Angeles, CA 90012

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.

April 12, 2017	Maria R. Viramontes	/s/Maria R. Viramontes
Date	Printed Name	Signature

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