

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Daniel A. Lev (CA Bar No. 129622) <a href="mailto:daniel.lev@gmlaw.com">daniel.lev@gmlaw.com</a> Mark S. Horoupian (CA Bar NO. 175373) <a href="mailto:mark.horoupian@gmlaw.com">mark.horoupian@gmlaw.com</a> Asa S. Hami (CA Bar No. 210728) <a href="mailto:asa.hami@gmlaw.com">asa.hami@gmlaw.com</a> <b>GREENSPOON MARDER LLP</b> 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
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – RIVERSIDE DIVISION</b>	
In re: PHILMAR CARE, LLC          Debtor(s).	CASE NO.: 6:18-bk-20286-SY CHAPTER: 7          <b>NOTICE OF SALE OF ESTATE PROPERTY</b>
<b>Sale Date:</b> April 15, 2025*	<b>Time:</b> N/A
<b>Location:</b> N/A	

**Type of Sale:** ☐ Public ☒ Private

**Last date to file objections:** April 14, 2025

**Description of property to be sold:**

Any and all of the Bankruptcy Estate's rights in, to, and under the Estate's Judgment against Shraga Zalmanoff entered in the adversary proceeding captioned Howard M. Ehrenberg v. Shraga Zalmanoff, Adv. Proc. No. 6:20-ap-01189-SY.

**Terms and conditions of sale:**

See Exhibit 1 attached hereto.

**Proposed sale price:** \$18,000.00

\* Assumes no timely objection to sale is filed.

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*):**

N/A

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

N/A

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

N/A

Date: March 28, 2025

## **EXHIBIT 1**



Asa S. Hami  
1875 Century Park East, Suite 1900  
Los Angeles, California 90067  
Phone: 323.880.4520  
Fax: 954.771.9264  
Direct Phone: 213.617.5233  
Email: asa.hami@gmlaw.com

March 18, 2025

**VIA EMAIL: (arash@caliesq.com)**

Arash Ghadooshahy  
Authorized Representative  
Y3V Management, LLC  
5404 Whitsett Ave., Suite 68  
North Hollywood, CA 91607

Re: *In re Philmar Care, LLC*, Bk. Case No. 6:18-bk-20286-SY (the “Bankruptcy Case” or the “Case”)  
Sale of Estate’s Rights Under Judgment Against Zalmanoff

Dear Mr. Ghadooshahy:

This office represents Howard M. Ehrenberg, the chapter 7 trustee in the Bankruptcy Case (the “Trustee” or “Seller”).

This letter sets forth the agreement (the “Agreement”) between the Trustee, on the one hand, and Y3V Management, LLC (“Buyer,” and together with the Trustee, the “Parties”), of which you are the authorized representative, on the other hand, for Buyer’s purchase of all rights of the Estate (defined below) in and to Judgment (defined below).

Please review this document carefully and, if acceptable, please acknowledge Buyer’s acceptance of the terms and conditions set forth herein by signing this Agreement in the area designated below.

### **Background**

A. On December 7, 2018 (the “Petition Date”), Philmar Care, LLC (the “Debtor”), filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, commencing the Bankruptcy Case, currently pending in the Riverside Division of the United States Bankruptcy Court for the Central District of California (the “Court”).

B. On or about January 8, 2019, the Trustee was appointed to serve as the chapter 11 trustee in the Bankruptcy Case. Upon the Trustee’s motion, the Case was converted to chapter 7, at or about which time the Trustee was appointed to serve as the chapter 7 trustee of the Debtor’s bankruptcy estate (the “Estate”) and continues to serve in such capacity.

Buyer's Authorized Representative

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C. On December 3, 2020, the Trustee caused a "Complaint for (1) Avoidance and Recovery of Preferential Transfers; (2) Avoidance and Recovery of Fraudulent Transfers; (3) Avoidance and Recovery of Unlawful Distributions; (4) Preservation of Avoided Transfers; (5) Accounting; and (6) Disallowance of Claim" (the "Complaint") to be filed against Shraga Zalmanoff aka Shraga Zalmanov, an individual ("Zalmanoff"), and Kasirer Trust, an entity of unknown designation (the "Trust"), commencing an adversary proceeding in the Bankruptcy Court captioned *Howard M. Ehrenberg v. Shraga Zalmanoff et al.*, Adv. Proc. No. 6:20-ap-01189-WJ (the "Action"), asserting various claims for relief specified therein.

D. On January 4, 2021, the Trustee caused the Trust to be voluntarily dismissed from the Action.

E. Zalmanoff never filed an answer or other response to the Complaint.

F. On January 6, 2021, at the Trustee's request, the Court's Clerk entered default against Zalmanoff.

G. On May 10, 2021, the Trustee caused a motion for entry of default judgment against Zalmanoff to be filed with the Court (the "Default Judgment Motion").

H. On June 4, 2021, the Court entered an order granting the Default Judgment Motion. On June 4, 2021, the Court also entered a judgment in the Action in favor of the Trustee (as plaintiff) and against Zalmanoff (the "Judgment"). A true and correct copy of the Judgment is attached hereto as Exhibit A. As more specifically set forth in the Judgment, judgment was entered in favor of the Trustee on each of the third, fourth, fifth, sixth, seventh, eighth, ninth, and tenth claims for relief asserted in the Complaint, and entitled the Trustee to damages from Zalmanoff in the principal aggregate amount of \$326,000, with interest on such amount at the legal rate of interest on judgments from the date of entry of the Judgment.

I. Following entry of the Judgment, the Trustee attempted to collect on the Judgment but was unable to locate any assets to attach or against which to collect.

J. Buyer made an offer to the Trustee for the purchase of any and all of the Estate's rights in, to, and under the Judgment (collectively, the "Judgment Rights"). The Trustee has not received any other offer for the purchase of the Judgment Rights from any other party. The Trustee wishes to sell, and the Buyer wishes to purchase, the Judgment Rights on the terms and conditions set forth below.

### **Terms of Sale**

1. Assets and Consideration. The Trustee shall sell the Judgment Rights on an "as is, where is" basis for a lump-sum payment of \$18,000.00 (the "Purchase Price"). Seller makes no representations or warranties whatsoever regarding the Judgment or the Judgment Rights, including, but not limited to, with respect to: (i) the Complaint, (ii) service of the Complaint and related summons, (iii) validity of any of the claims for relief asserted in the Complaint, entry of

Buyer's Authorized Representative

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default, or entry of the Judgment, (iv) validity, enforceability, or collectability of the Judgment, or (v) the Judgment's ability to withstand or overcome any request to vacate the Judgment.

2. Bankruptcy Court Approval. The sale and purchase contemplated herein (the "Sale") is expressly conditioned on and subject to approval of the Bankruptcy Court pursuant to the procedures described herein. The Trustee shall file a notice of intent to sell the Judgment Rights pursuant to the procedures delineated in Local Bankruptcy Rule 6004-1(d) ("Notice of Intent to Sell, Use, or Lease Estate Property (Optional Procedure)") (the "Sale Notice"), which, as more specifically described therein, allows for the sale of property outside the ordinary course of business on notice to creditors and other parties without requiring the entry of an order of the Court.

3. Tender of Funds. Within 5 days after Buyer's execution of this Agreement and prior to the filing of the Sale Notice, Buyer shall tender to the Trustee a cashier's check for \$18,000.00 representing the full amount of the Purchase Price, to be held in trust pending approval of the Sale (the "Cash Deposit"). The cashier's check shall be made payable to "Howard M. Ehrenberg, Chapter 7 Trustee," and delivered to the Trustee at Greenspoon Marder LLP, 1875 Century Park East, Los Angeles, California 90036, Attn: Howard M. Ehrenberg. The Sale shall be deemed approved as follows: (a) in the event no objection to the Sale Notice is timely filed, the Sale shall be deemed approved on the 18th day after the filing and service of Sale Notice in accordance with LBR 6004-1(d); or (b) in the event any objection to the Sale Notice is filed, upon entry of an order approving the Sale that becomes a final order and no longer subject to appeal. Upon approval of the Sale in either manner described in the immediately preceding sentence, the Cash Deposit shall become non-refundable and completely forfeited to the Trustee, and the Trustee shall have no obligation to return the Cash Deposit to Buyer (or any other party) under any circumstances, and the Sale shall be deemed final in all respects. In the event of a timely objection to the Sale Notice and the Sale is not approved, the Trustee shall return the Cash Deposit to Buyer, the Sale shall not proceed and shall be null and void, and the parties shall revert to their respective positions as it existed immediately prior to execution of this Agreement.

4. Private Sale; No Overbids. The Sale is a private sale and is not subject to overbids.

### Miscellaneous

1. Execution of Additional Documents. Each of the Parties shall perform, or shall cause to be performed, all acts necessary, including the execution of any further documents, to effectuate this Agreement and the intent of the Agreement.

2. Signatures. This Agreement may be signed in counterparts. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

3. Resolution of Disputes. The resolution of any and all disputes between Seller and Buyer concerning this Agreement shall be resolved by the Bankruptcy Court.

4. Authorization. Each of the Parties warrants that he or it has the requisite power and

Buyer's Authorized Representative

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authority to execute and enter this Agreement, and to perform any obligations hereunder.

5. Integration/Merger. The Parties agree that this Agreement sets forth the entire agreement between the Parties relating to the subject matter of this Agreement, and supersedes any and all prior or contemporaneous agreements or understandings between them relating to the subject matter of this Agreement.

6. Time of the Essence. The Parties hereto agree that time is of the essence of this Agreement and that it is of the utmost importance that all of the obligations hereunder be fully performed in strict accordance with the dates and times set forth herein.

If the foregoing is acceptable, please execute this letter in the area designated below.

Sincerely,



Asa S. Hami

THE FOREGOING IS ACKNOWLEDGED,  
AGREED, AND ACCEPTED

**BUYER:**

**Y3V Management, LLC**, a California limited liability company



By: Arash Ghadooshahy, Authorized Representative

**SELLER:**



Howard M. Ehrenberg, Solely in his Capacity as  
Chapter 7 Trustee of the Bankruptcy Estate of  
Philmar Care, LLC

**EXHIBIT A**



1 Daniel A. Lev (CA Bar No. 129622)  
dlev@sulmeyerlaw.com  
2 Asa S. Hami (CA Bar No. 210728)  
ahami@sulmeyerlaw.com  
3 Steven F. Werth (CA Bar No. 205434)  
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6 Facsimile: 213.629.4520

7 Attorneys for Plaintiff,  
Howard M. Ehrenberg, Chapter 7 Trustee  
8

9 UNITED STATES BANKRUPTCY COURT  
10 CENTRAL DISTRICT OF CALIFORNIA  
11 RIVERSIDE DIVISION  
12

13 In re:  
14 PHILMAR CARE, LLC,  
15 Debtor.  
16 HOWARD M. EHRENBERG, solely in his  
17 capacity as chapter 7 trustee,  
18 Plaintiff,  
19 vs.  
20 SHRAGA ZALMANOFF aka Shraga  
21 Zalmanov, an individual; and KASIRER  
TRUST, an entity of unknown designation,  
22 Defendants.  
23  
24  
25  
26  
27  
28

Case No. 6:18-bk-20286-WJ  
CHAPTER 7  
Adv. No. 6:20-ap-01189-WJ

**JUDGMENT**

Hearing:  
Date: June 3, 2021  
Time: 1:30 p.m.  
Crtrm.: 304  
3420 Twelfth St.  
Riverside, CA 92501

**FILED & ENTERED**

**JUN 04 2021**

CLERK U.S. BANKRUPTCY COURT  
Central District of California  
BY gooch DEPUTY CLERK

1 Earlier today, the Court entered an order granting the “Plaintiff’s Motion for Default  
2 Judgment Under LBR 7055-1” [docket number 23], filed by plaintiff Howard M. Ehrenberg  
3 (“Plaintiff”), solely in his capacity as the chapter 7 trustee for the bankruptcy estate of the debtor  
4 Philmar Care, LLC. Pursuant to that motion, the Court hereby ORDERS:

5 1. Judgment is hereby entered in favor of the Plaintiff, and against the defendant  
6 Shraga Zalmanoff aka Shraga Zalmanov (“Defendant”), on each of the third, fourth, fifth, sixth,  
7 seventh, eighth, ninth, and tenth claims for relief in the complaint.

8 2. The 4-Year Constructive Fraudulent Transfers (as that term is defined in the  
9 complaint), and each of them, are hereby avoided.

10 3. The 2-Year Constructive Fraudulent Transfers (as that term is defined in the  
11 complaint), and each of them, are hereby avoided.

12 4. The 4-Year Actual Fraudulent Transfers (as that term is defined in the complaint),  
13 and each of them, are hereby avoided.

14 5. The 2-Year Actual Fraudulent Transfers (as that term is defined in the complaint),  
15 and each of them, are hereby avoided.

16 6. The Unlawful Distributions (as that term is defined in the complaint), and each of  
17 them, are hereby avoided.

18 7. Plaintiff is entitled to recover all such transfers and distributions referenced above,  
19 and otherwise entitled to damages, from Defendant in the principal aggregate amount of \$326,000,  
20 with interest on such amount at the legal rate of interest on judgments from the date of entry of  
21 this judgment.


22 8. Plaintiff is entitled to an Accounting (as that term is defined in the complaint) from  
23 Defendant, and Defendant is ordered to provide such Accounting.

1 9. Plaintiff may seek an award of costs pursuant to Fed. R. Bankr. P. 7054 and  
2 LBR 7054-1.

3 IT IS SO ORDERED.

###

26 Date: June 4, 2021

25   
26 Wayne Johnson  
27 United States Bankruptcy Judge  
28