

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>Jeffrey I. Golden, State Bar No. 133040 jgolden@go2.law Sara Tidd, State Bar No. 259741 stidd@go2.law GOLDEN GOODRICH LLP 3070 Bristol Street, Suite 640 Costa Mesa, California 92626 Telephone 714-966-1000; Facsimile 714-966-1002</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: 27 Curious Oak LLC</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION**

<p>In re: 27 CURIOUS OAK LLC,</p> <p align="right">Debtor(s).</p>	<p>CASE NO.: 1:25-bk-11903-MB CHAPTER: 11</p> <p align="center"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>
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<p><b>Sale Date:</b> 03/25/2026</p>	<p><b>Time:</b> 1:30 pm</p>
<p><b>Location:</b> United States Bankruptcy Court, Courtroom 303, 21041 Burbank Blvd., Woodland Hills, California 91367</p>	

**Type of Sale:**  Public  Private      **Last date to file objections:** 03/11/2026

**Description of property to be sold:** All the Debtor's right, title and interest in 27 Wellsona Road, Paso Robles, California 93446.

**Terms and conditions of sale:** See attached Notice of Hearing on Debtor's Motion for Order: (1) Authorizing Sale of Property of the Estate Free and Clear of Liens, Claims and Interests Pursuant to 11 U.S.C. Sections 363(b) and (f); (2) Approving Overbid Procedures; (3) Approving Buyer, Successful Bidder and Back-Up Bidder as Good-Faith Purchaser Pursuant to 11 U.S.C. Section 363(m); and (4) Authorizing Payment of Undisputed Liens, Real Estate Broker's Commissions and Other Ordinary Costs of Sale ("Notice").

**Proposed sale price:** \$ 860,000.00

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):** Overbid increments: \$5,000.00 initial / \$1,000.00 thereafter. \$30,000.00 earnest money deposit. See attached Notice regarding the overbid procedures.

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

Sale Date: March 25, 2026, at 1:30 p.m.

Location

United States Bankruptcy Court

Central District of California, San Fernando Valley Division

21041 Burbank Blvd., Woodland Hills, California 91367

Judge Barash will conduct the hearing in person and remotely using ZoomGov audio and video. The accessibility information for the hearing will be provided on Judge Barash's publicly posted hearing calendar, which may be viewed online at: <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=MB>

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

Jeffrey I. Golden

Golden Goodrich LLP

3070 Bristol Street, Suite 640, Costa Mesa, CA 92626

(714) 966-1000 tel.; (714) 966-1002 fax

jgolden@go2.law

Scott Ehrke

GUIDE Real Estate

805.238.1555

Scott@RealTeam360.com

Date: 03/04/2026

1 Jeffrey I. Golden, State Bar No. 133040  
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2 Sara Tidd, State Bar No. 259741  
stidd@go2.law  
3 **GOLDEN GOODRICH LLP**  
3070 Bristol Street, Suite 640  
4 Costa Mesa, California 92626  
Telephone: (714) 966-1000  
5 Facsimile: (714) 966-1002  
6 General Counsel for Debtor and  
Debtor-in-Possession  
7

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA – SAN FERNANDO VALLEY DIVISION**

10 In re

11 27 CURIOUS OAK LLC, a California  
limited liability company,

12 Debtor and Debtor-  
13 in-Possession.

Case No. 1:25-bk-11903-MB

Chapter 11

**NOTICE OF HEARING ON MOTION FOR  
ORDER:**

- 14 (1) **AUTHORIZING SALE OF REAL  
PROPERTY FREE AND CLEAR OF  
LIENS, CLAIMS, AND INTERESTS  
PURSUANT TO 11 U.S.C. §§ 363(b)  
AND (f);**
- 15 (2) **APPROVING OVERBID  
PROCEDURES;**
- 16 (3) **APPROVING BUYER, SUCCESSFUL  
BIDDER, AND BACK-UP BIDDER AS  
GOOD-FAITH PURCHASER  
PURSUANT TO 11 U.S.C. § 363(m);  
AND**
- 17 (4) **AUTHORIZING PAYMENT OF  
UNDISPUTED LIENS, REAL ESTATE  
BROKER'S COMMISSIONS AND  
OTHER ORDINARY COSTS OF SALE**

18 [27 Wellsona Road, Paso Robles, California  
19 93446]

20 Hearing Date, Time and Location:

21 DATE: March 25, 2026

22 TIME: 1:30 p.m.

23 PLACE: Courtroom 303 or Via ZoomGov  
24 21041 Burbank Blvd.  
25 Woodland Hills, CA 91367  
26

Golden Goodrich LLP  
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Costa Mesa, California 92626  
Tel 714-966-1000 Fax 714-966-1002

1 **TO ALL CREDITORS, THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL**  
2 **PARTIES IN INTEREST:**

3 **PLEASE TAKE NOTICE** that on **March 25, 2026, at 1:30 p.m.** in the United States  
4 Bankruptcy Court for the Central District of California, San Fernando Valley Division,  
5 located at 21041 Burbank Boulevard, Woodland Hills, California, the Court will hold a  
6 hearing on the *Motion for Order: (1) Authorizing Sale of Real Property Free and Clear of*  
7 *Liens, Claims, and Interests Pursuant to 11 U.S.C. §§ 363(b) and (f); (2) Approving*  
8 *Overbid Procedures; (3) Approving Buyer, Successful Bidder, and Back-up Bidder as*  
9 *Good-Faith Purchaser Pursuant to 11 U.S.C. § 363(m); and (4) Authorizing Payment of*  
10 *Undisputed Liens, Real Estate Broker's Commissions and Other Ordinary Costs of Sale*  
11 *("Motion")*<sup>1</sup> filed by 27 Curious Oak LLC ("Curious Oak"), the debtor and debtor-in-  
12 possession ("Debtor") in the above-captioned Chapter 11 proceeding ("Case"). The  
13 Debtor seeks an order:

- 14 1. finding that notice of the Motion was proper and adequate;
- 15 2. finding that the Debtor's marketing of the Property was adequate and  
16 proper;
- 17 3. approving the Purchase Agreement and the sale of the real property located  
18 at 27 Wellsona Road, Paso Robles, California 93446 ("Property"), as is, where is, with all  
19 faults, without warranty or recourse, but free and clear of any and all liens, claims, and  
20 interests (described below), together with all improvements, as well as all easements and  
21 appurtenances pursuant to 11 U.S.C. §§ 363(b) and (f);
  - 22 a. to Gregory and Patricia Varian Revocable Trust of 2013 and Zachary  
23 Allen Varian (together, "Buyer") for \$860,000.00 ("Purchase Price") pursuant to the  
24 terms of the *Vacant Land Purchase Agreement and Joint Escrow Instructions,*  
25 *Addendum No. 1, Seller Multiple Counter Offer No. One, Buyer Counter Offer No.*  
26 *1, Seller Counter Offer No. Two, and Buyer Counter Offer No. 2* (together,  
27 "Purchase Agreement") attached as Exhibit 7 to the Motion; or
  - 28 b. to the successful bidder whose purchase offer for the Property is  
accepted by the Debtor at the hearing on the Motion;
4. approving the overbid procedures set forth in the Motion as summarized  
below;
5. approving the Buyer, the successful bidder, and the back-up bidder as a  
"good faith" purchaser under § 363(m) of the Bankruptcy Code;
6. authorizing the return of any Overbid Deposit without further court order to  
those whose bids are not deemed to be the Successful Bid;
7. authorizing the Debtor to pay, from the Net Proceeds, any tax liability to the  
Estate from the sale;
8. authorizing the Debtor to pay, through escrow, from the proceeds of the sale  
and without further order of the Court: (1) the Tax Lien; (2) the Break-Up Fee; (3) real  
property taxes and assessments prorated as of the close of escrow; (4) the broker's  
commission; and (5) any escrow fees, title insurance premiums and other ordinary and  
typical closing costs and expenses payable by the Debtor pursuant to the Purchase  
Agreement or in accordance with local custom;

<sup>1</sup> All capitalized terms have the same meaning or definition as the capitalized terms in the Motion.

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1 9. authorizing the Debtor to take any and all necessary actions to consummate  
 2 the sale of the Property;

3 10. waiving any requirements for lodging periods of the order approving the  
 4 Motion imposed by Local Bankruptcy Rule 9021-1 and any other applicable bankruptcy  
 rules; and

5 11. waiving the stay of the order approving the Motion imposed by Federal Rule  
 6 of Bankruptcy Procedure 6004(h) and any other applicable bankruptcy rules.

7 Any tax liability resulting from the sale will be paid from the net sale proceeds.

8 **PLEASE TAKE FURTHER NOTICE** that the Debtor seeks to sell the Property free  
 9 and clear of any and all liens, claims, and interests. According to the Preliminary Report  
 prepared by First American Title Company ("Title") dated as of November 25, 2025 ("Title  
 Report"), a copy of which is attached as Exhibit 3 to the Motion, the following items have  
 10 been recorded against the Property:

11 Item 1 - intentionally deleted;

12 Item 2 – general and special taxes and assessments for the fiscal year  
 2025-2026, in the amount of \$3,348.41 (first installment, open), \$3,348.41 (second  
 installment, open);

13 Item 3 – lien of defaulted taxes for the fiscal year 2023-2024, and any  
 subsequent delinquencies, in the amount of \$29,000.78 through January 2026;

14 Item 4 - the lien of supplemental taxes, if any, assessed pursuant to  
 Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation  
 Code;

15 Items 5 – 8 – easements, terms, provisions, covenants, restrictions and  
 conditions;

16 Item 9 - a deed of trust to secure an original indebtedness of \$935,000.00  
 owing to Farmers & Merchants Bank, recorded June 27, 2022 as Instrument No.  
 22-26765 of Official Records ("Farmers & Merchants Lien");

17 Item 10 – a deed of trust to secure an original indebtedness of \$350,000.00  
 18 owing to LDAR Real Estate, LLC, a California limited liability company ("LDAR"),  
 recorded August 18, 2023, as Instrument No. 23-24517 of Official Records ("LDAR  
 Lien");

19 Items 11 – 19 – easements, water rights, etc.;

20 Item 20 – proceedings pending in the Bankruptcy Court, case no. 1:25-bk-  
 21 11903.

22 According to the Court's register of claims, a copy of which is attached as Exhibit 4  
 to the Motion, the following relevant proofs of claim have been filed:

Claim Number	Claimant	Date Filed	Claim Amount/ Classification	Basis
2-1	San Luis Obispo County Tax Collector	12/4/2025	\$34,761.41 - secured	Property Tax
3-1	Farmers & Merchants Bank	1/26/2026	\$971,111.74 - secured	Deed of Trust

26 Claim 2-1 ("Tax Claim") filed by San Luis Obispo County Tax Collector ("Tax  
 27 Collector") asserts a secured claim against the Property in the amount of \$34,7961.41  
 ("Tax Lien").

1 Claim 3-1 ("Bank Claim") filed by the Bank asserts a secured claim against the  
 2 Property in the amount of \$969,322.02 plus interest \$1,789.71, for a total of \$971,111.74  
 ("Bank Lien").

3 The Debtor reserves the right to object to the validity, scope and priority of any  
 4 disputed liens, claims and interest that have been or will be asserted against the Property.

5 Pursuant to the Purchase Agreement, real property taxes and assessments are to  
 6 be prorated between the Debtor and the Buyer through escrow as of the closing. All real  
 property taxes owed will be paid in full through escrow.

7 The Debtor's *Disclosure Statement Describing Chapter 11 Plan of Reorganization*  
 8 *Dated January 26, 2026* [dkt. 35] ("Disclosure Statement") describes the following classes  
 of secured claims and their treatment under the Plan:

Secured Claims <sup>2</sup>				
<u>Class #</u>	<u>Description</u>	<u>Insiders</u> (Y/N)	<u>Impaired</u> (Y/N)	<u>Treatment</u>
1	Secured Claim of Farmers & Merchants Bank: \$1,023,438.82	N	Y	Class 1 will be paid on the Effective Date through the net proceeds received from the sale of the Property. Any deficiency amount owed to Class 1 after payment from net proceeds will remain an encumbrance on the real property held by the debtor in the associated case, <i>In re 35 Wellsona Holdings, LLC</i> (1:25-bk-11900-MB)
2	Secured Claim of LDAR Real Estate, LLC: \$416,715.00	N	Y	Class 2 shall retain a lien on the real property held by the debtor in the associated case <i>In re 35 Wellsona Holdings, LLC</i> (1:25-bk-11900-MB). Class 2 will be paid from a sale or refinance.
3	Secured Claim of San Luis Obispo County Tax Collector: \$34,761.41	N	Y	Class 3 will be paid on the Effective Date through the net proceeds received from the sale of the Property.

21 Payment to Class 1 and Class 3 under the Plan will be funded by the sale of the  
 22 Property. Any deficiency owed to Class 1 will continue to attach to the real property in the  
 23 related case of Wellsona Holdings (1:25-bk-11900-MB) and be paid from a future sale or  
 24 refinance of that debtor's property.

27 <sup>2</sup> The claim amounts set forth in this chart are based on the Debtor's records and/or proofs of claim filed  
 28 by the creditor. Such amounts may vary based on, among other things, the incurrence of interest and/or  
 payments made on account of such Secured Claims following the Petition Date.

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1 PLEASE TAKE FURTHER NOTICE that all overbids must be in writing and  
2 must be submitted to the Debtor's counsel whose address is listed in the top left  
3 hand corner of the first page of the instant Notice. Overbids are due by 4:00 p.m.,  
4 Pacific Standard Time, two business days prior to the scheduled hearing.

5 PLEASE TAKE FURTHER NOTICE that the overbid procedures sought to be  
6 approved by the Court are as follows:

- 7 1. Qualifying bidders ("Qualifying Bidder") shall:
  - 8 a. Bid at least \$865,000.00 in cash for the Property;
  - 9 b. Set forth in writing the terms and conditions of the offer that are  
10 at least as favorable to the Debtor as those set forth in the Purchase  
11 Agreement attached as Exhibit 7 to the Motion;
  - 12 c. Be financially qualified, in the Debtor's judgment, to close the  
13 sale as set forth in the Purchase Agreement;
  - 14 d. Submit an offer that does not contain any contingencies to  
15 closing the sale, including, but not limited to, financing, inspection, or repair  
16 contingencies;
  - 17 e. Submit a cash deposit in the amount of \$30,000.00  
18 (\$25,000.00 plus \$5,000.00) ("Overbid Deposit") payable to Title, in the form  
19 of a cashier's check, which Overbid Deposit shall be non-refundable if the  
20 bid is deemed to be the Successful Bid, as defined in paragraph 4 below.  
21 The Overbid Deposit, written offer, and evidence of financial qualification  
22 must be delivered to the Debtor's attorney (at the address shown in the  
23 upper left-hand corner of the first page of this Motion) by no later than  
24 **4:00 p.m.**, Pacific Standard Time, two business days prior to the hearing on  
25 the Motion ("Overbid Deadline"). The Debtor shall have the right, in its sole  
26 discretion, to accept additional overbids submitted prior to the hearing but  
27 after the Overbid Deadline.
- 28 2. At the hearing on the Motion, only the Buyer and any party who is  
deemed a Qualifying Bidder shall be entitled to bid.
3. Any incremental bid in the bidding process shall be at least \$1,000.00  
higher than the prior bid.
4. At the hearing on the Motion and upon conclusion of the bidding  
process, the Debtor shall decide, subject to Court approval, which of the bids is the  
best bid, and such bid shall be deemed to be the "Successful Bid." The bidder who  
is accepted by the Debtor as the successful bidder ("Successful Bidder") must pay  
all amounts reflected in the Successful Bid in cash at the closing of the sale. At the  
hearing on the Motion, and upon conclusion of the bidding process, the Debtor may  
also acknowledge a back-up bidder ("Back-Up Bidder") which shall be the bidder  
with the next best bid. Should the Successful Bidder fail to close escrow on the  
sale of the Property, the Debtor may sell the Property to the Back-Up Bidder  
without further Court order.
5. Overbids shall be all cash and no credit shall be given to the  
purchaser or overbidder(s).
6. Upon the conclusion of the auction, any Overbid Deposits, other than  
the deposits submitted by the Successful Bidder and the Back-Up Bidder, will be  
promptly returned. The deposit of the Back-Up Bidder will be returned promptly  
following the close of escrow for the sale of the Property to the Successful Bidder.
7. Break-Up Fee. Since the Buyer has spent significant time on this  
transaction, the Buyer requests that, in the event of successful overbid by a third  
party, a break-up fee of \$2,500.00 ("Break-Up Fee") be paid to the Buyer at the  
closing, through escrow.

1 The Motion is based upon the Memorandum of Points and Authorities, the  
2 Declarations of Claude Zdanow, Jeffrey I. Golden, Scott Ehrke, Linda Grande, Gregory  
3 Varian, Patricia Varian and Zachary Allen, and the Exhibits attached to the Motion, all  
pleadings, papers and records on file with the Court, and on such other evidence, oral or  
documentary, as may be presented to the Court at the time of the hearing on the Motion.

4 **Your Rights May Be Affected.** You should read these papers carefully and  
5 discuss them with your attorney, if you have one. (If you do not have an attorney, you  
may wish to consult one.)

6 **Deadline for Opposition Papers.** The Motion is being heard on regular notice  
7 pursuant to LBR 9013-1. If you wish to oppose the Motion, you must file a written  
8 response with the Court and serve a copy of it upon the Movant or Movant's attorney at  
9 the address set forth above no less than **14 days** prior to the above hearing date. If you  
fail to file a written response to the Motion within such time period, the Court may treat  
such failure as a waiver of your right to oppose the Motion and may grant the requested  
relief.

10 **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure.** The  
11 undersigned hereby verifies that the above hearing date and time were available for this  
type of Motion according to the judge's self-calendaring procedures.

12 **PLEASE TAKE FURTHER NOTICE** that parties may appear at the hearing either  
13 in-person (in Courtroom 303) or by ZoomGov video or ZoomGov audio. ZoomGov  
14 connection information for each hearing is provided on Judge Barash's publicly posted  
hearing calendar, which may be viewed online at: [http://ecf-ciao.cacb.uscourts.gov/  
CiaoPosted/?jid=MB](http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=MB)

15 **PLEASE TAKE FURTHER NOTICE** that any party requesting a copy of the Motion  
16 or any supporting documents filed with the Court with respect to the Motion may contact  
17 counsel for the Debtor, Jeffrey I. Golden, Golden Goodrich LLP by email at  
jgolden@go2.law, by mail at 3070 Bristol Street, Suite 640, Costa Mesa, California 92626,  
or by telephone at (714) 966-1000.

18 GOLDEN GOODRICH LLP

19  
20 Dated: March 4, 2026

21 By: /s/ Jeffrey I. Golden  
22 Jeffrey I. Golden  
23 Sara Tidd  
24 Attorneys for 27 Curious Oak LLC,  
25 Debtor and Debtor-in-Possession  
26  
27  
28

Golden Goodrich LLP  
3070 Bristol Street, Suite 640  
Costa Mesa, California 92626  
Tel 714-966-1000 Fax 714-966-1002

## 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:  
3070 S Bristol St., Ste. 640, Costa Mesa, CA 92626

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)* 03/04/2026, 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)* \_\_\_\_\_, 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)* \_\_\_\_\_, 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.

03/04/2026  
*Date*

Leila Usmani  
*Printed Name*

  
*Signature*

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

Russell Clementson russell.clementson@usdoj.gov

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otify.bestcase.com

Cheryl C. Rouse rblaw@ix.netcom.com

United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov