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8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **LOS ANGELES DIVISION**

11 In re

12 Mark Abbey Slotkin,
13

CASE NO.: 2:20-bk-12042-BB

Chapter 7

MOTION BY CHAPTER 7 TRUSTEE TO:

(1) **APPROVE SALE OF CERTAIN
PERSONAL PROPERTY OF ESTATE
FREE AND CLEAR OF LIENS, CLAIMS,
INTERESTS AND ENCUMBRANCES
WITH LIENS, CLAIMS, INTERESTS,
AND ENCUMBRANCES, TO ATTACH TO
PROCEEDS PURSUANT TO 11 U.S.C. §
363 (b) AND (f);**

(2) **APPROVE OVERBID PROCEDURES;**

(3) **DETERMINE THAT BUYER IS
ENTITLED TO PROTECTION
PURSUANT TO 11 U.S.C. § 363(m);**

(4) **AUTHORIZE PAYMENT OF FINAL
COSTS TO AUCTIONEER**

**MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATIONS
OF ELISSA D. MILLER AND JEFF
TANENBAUM IN SUPPORT THEREOF**

Date: July 13, 2022
Time: 10:00 a.m.
Place: Courtroom 1539
United States Bankruptcy Court
255 E. Temple Street
Los Angeles, CA 90012

LEECH TISHMAN FUSCALDO & LAMPL, INC.
200 SOUTH LOS ROBLES AVENUE, SUITE 210
PASADENA, CALIFORNIA 91101
626.796.4000

1 **TO THE HONORABLE SHERI BLUEBOND, UNITED STATES BANKRUPTCY JUDGE,**
2 **AND ALL INTERESTED PARTIES:**

3 Elissa D. Miller, Chapter 7 Trustee (“Trustee”) for the bankruptcy estate (“Estate”) of Mark
4 Abbey Slotkin (“Debtor”) hereby moves this Court for an order approving a sale (“Sale”) of the
5 Estate’s interest in all personal property (the “Assets”) located at 5141 Firestone Place, South Gate,
6 California (the “Warehouse”) that was not part of the prior auction of Estate assets that occurred on
7 May 19, 2022, free and clear of liens, claims, interests and encumbrances (“Sale Proceeds”) pursuant
8 to 11 U.S.C. §363(b) and (f), on the terms and conditions stated in the written purchase agreement,
9 by and between the Trustee, as seller, and Pegaso Gallery Design, a California corporation
10 (“Pegaso”), as buyer (“Purchase Agreement”). A true and correct copy of the Purchase Agreement
11 is attached to the Declaration of Elissa D. Miller (the “Miller Declaration”) as **Exhibit A**.

12 The Assets are to be sold pursuant to Sections 363(b) and (f) of the Bankruptcy Code. The
13 Sale of the Assets is on an **AS-IS, WHERE-IS** basis, without representations or warranties of any
14 kind. The Trustee seeks Court approval to sell the Assets to Pegaso or a successful overbidder
15 (“Buyer”) and requests that the Court determine that Buyer (whether Pegaso or an overbidder) is
16 entitled to a good faith determination pursuant to 11 U.S.C. §363(m).

17 **SUMMARY OF TERMS OF SALE¹**

18 By this Motion, the Trustee seeks to sell the Estate’s interest in the Assets free and clear of
19 liens, claims and other interests to the Buyer on the following terms:

- 20 • Proposed Buyer: Pegaso²
21 • Property: All remaining items of Antiquarian Traders, Inc. (“Antiquarian”) located
22 under the roof of the Warehouse excluding all items listed for sale in the first Antiquarian auction
23
24

25 ¹ The following only is a *summary* of the terms of Sale. The complete terms are set forth in the Purchase
26 Agreement, which is attached to the Miller Declaration as **Exhibit A**. In the event of an inconsistency between
27 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 shall control.

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

1 conducted on May 19, 2022 (“Excluded Items”).³ A list of the Excluded Items is attached as Exhibit
2 1 to the Purchase Agreement (attached as **Exhibit A** hereto) and incorporated by this reference.

3 • Court Approval and “As Is” Sale: The Sale is subject to Bankruptcy Court approval
4 and is on an “as is,” “where is,” “with all faults,” and “no warranty or recourse whatsoever” basis.

5 • Purchase Price and Initial Deposit: Two Hundred Sixty Dollars (\$260,000) plus a
6 25% buyer’s premium in the amount of Sixty-Five Thousand Dollars (\$65,000), for a total purchase
7 price of Three Hundred Twenty-Five Dollars (\$325,000) (the “Purchase Price”). Pegaso has made a
8 deposit in the amount of One Hundred Sixty-Two Thousand Dollars Five Hundred Dollars
9 (\$162,500) to be held by the Trustee pending Court approval of the Sale (the “Deposit”).

10 • Tender of Full Purchase Price/Closing: The Sale shall close with the Buyer tendering
11 the full purchase price, not later than three (3) business days after entry of an order authorizing the
12 Sale (the “Closing Date”).

13 • Warehouse Premises: To the extent that the Buyer arranges for occupancy of the
14 building, Buyer shall be responsible for occupancy costs immediately upon entry of the order
15 approving the Sale (“Sale Order”). Occupancy of the Warehouse shall not be a condition of the
16 Sale. The Sale shall be final upon Court approval and Buyer shall be responsible for removal of all
17 Assets following approval of Sale. The Buyer shall remove the Assets within thirty (30) days of
18 entry of the order approving the Sale at the Buyer’s expense including the per diem cost for the
19 Warehouse commencing fifteen (15) days after entry of the Order approving the Sale unless Buyer
20 makes other arrangements with the lessor of the Warehouse at no cost or liability to the Estate.

21 • Overbid: The Sale shall be subject to overbid and approval by the Bankruptcy Court.
22 The opening overbid price shall be Two Hundred Eighty-Five Thousand Dollars (\$285,000) plus a
23 25% buyer’s premium subject to the same terms of the Purchase Agreement and subsequent bids
24 shall be accepted in increments of no less than \$10,000. For purposes of overbidding the buyer’s
25 premium will be calculated and added to the purchase price after the winning bid is determined.

26 _____
27 ³ Certain of the Excluded Items remain unsold and will be sold by 360Moran and thereafter
28 the Trustee will file her final report and recommendations re Auction in which all costs and expenses
will be reconciled.

• Auctioneer Buyers Premium and Costs: ThreeSixty Asset Advisors, LLC and John Moran Auctioneers, Inc. (collectively, “360Moran”) were employed by the Trustee pursuant to the “*Order Granting Application By Chapter 7 Trustee For Authority To Employ ThreeSixty Asset Advisors, LLC and John Moran Auctioneers, Inc. As Auctioneer; To Authorize Public Sale By Auctioneer And To Pay Auctioneer Upon Conclusion Of Sale in Accordance with the Terms Hereof*” which order was entered on March 29, 2022 [Docket No. 417] (“Employment Order”). In accordance with the Employment Order, the Trustee seeks authority to pay 360Moran the buyer’s premium (25% of the final purchase price) on the Sale plus outstanding costs and expenses incurred in connection with this Sale and following a reconciliation of all costs and expenses incurred in connection with the Excluded Items, including those remaining unsold from the first Stage of the Auction.

• Good Faith Finding: The Buyer shall be deemed a “good faith” buyer in accordance with 11 U.S.C. § 363(m).

• Liquidated Damages: If Buyer fails to complete the Sale contemplated by the Purchase Agreement for any reason, other than the Trustee’s default, the Trustee shall retain the Deposit or Overbid Deposit (defined below) as liquidated damages and shall be released from any further obligation to sell the Assets to Buyer.

PROPOSED OVERBID PROCEDURES

The proposed Sale to the Buyer is subject to Bankruptcy Court approval. The Trustee requests that the Court authorize her to implement the following overbid procedures regarding the sale of the Assets (“Overbid Procedures”):

• Present at Hearing: Pegaso and each Qualified Bidder, defined below, must be present at the hearing on the Motion;

• Notice of Overbid: Any party wishing to participate in the overbid process must notify the Trustee in writing at the address set forth above of his/her/its intention to do so no later than close of business two (2) business days before the hearing on the Motion;

• Earnest Money Deposit: To be a qualified overbidder (“Qualified Overbidder”), each party participating in the overbid process (except for Pegaso, who has already paid the Deposit to the

Trustee), must remit to the Trustee, a least one (1) business day before the hearing on the Motion, payment by wire transfer (wiring instructions to be provided by the Trustee upon request) or payment in the form of a cashier's check or money order made payable to "Elissa D. Miller, Chapter 7 Trustee" (payment made payable to any other party may, in the sole discretion of the Trustee, be deemed inadequate and rejected) in a deposit amount of \$178,125, comprised of one-half (1/2) of the initial overbid in the amount of \$285,000 and the 25% buyer's premium (\$71,250) ("Overbid Deposit") plus evidence of the financial ability to close the transaction pursuant to the terms as set forth herein. The Overbid Deposit shall not be refundable if such party is the successful bidder and is thereafter unable to complete the purchase of the Assets in accordance with the terms of the proposed sale within three (3) business days after entry of the Sale Order.

- Initial Overbid: The initial overbid for the Assets shall be \$285,000, with subsequent overbids being made in minimum increments of \$10,000.00. The 25% buyer's premium will be added to the winning bid.

- Terms: The terms of the Sale set forth in the Purchase Agreement shall apply to the Buyer.

- Auction and Back-Up Bidder: If the Trustee timely receives a higher and better offer (as determined by the Trustee in her sole discretion) than the offer submitted by the Pegaso from a Qualified Overbidder, an auction will be conducted at the hearing set for the Motion, either in the courtroom or elsewhere, as ordered by the Court. At the commencement of the auction, the Trustee will announce the opening bid, which will be the "Initial Qualified Overbid" that the Trustee determines, in her sole discretion, is the highest and best Qualified Overbid. During the auction, any Qualified Overbidder may submit an overbid more than the last submitted overbid, provided such overbid is no less than \$10,000.00 more than the immediately preceding overbid. **The buyer's premium of 25% of the sales price shall be added after the bidding to the highest and best purchase price.**

Should the Buyer or a Qualified Overbidder submit an overbid that is ultimately not deemed to be the successful final overbid for the Assets, 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 of the

1 Sale. If such party so agrees, it shall be deemed a "Back-Up Bidder" and the following additional
2 provisions shall apply:

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

6 b. Should the Sale to the successful Qualified Overbidder fail to close, the Back-Up
7 Bidder will be notified in writing by the Trustee, after which notification the Back-Up Bidder will
8 have three (3) business days to close escrow in accordance with the Back-Up Bid.

9 c. Should the Back-Up Bidder fail to timely consummate the purchase of the Assets, the
10 Trustee shall retain for the benefit of the Estate as liquidated damages for such failure, the deposit
11 tendered to the Trustee in connection with the Qualified Overbid, which deposit shall be retained
12 free and clear of any and all claims and interests.

13 This Motion is made and based upon the moving papers, the attached memorandum of points
14 and authorities and the supporting declaration of Elissa D. Miller, the pleadings filed in the Debtor's
15 case, all judicially noticeable facts, the arguments and representations of counsel, and any oral or
16 documentary evidence presented at the time of the hearing.

17 WHEREFORE the Trustee respectfully requests that the Court enter an order:

- 18 1. Approving the Motion;
- 19 2. Approving the Sale of Assets as set forth herein; finding the Sale fair and reasonable;
20 and in the best interests of the Estate and its creditors;
- 21 3. Approving the Purchase Agreement;
- 22 4. Authorizing the Trustee to execute any and all documents that may be necessary or
23 convenient to consummate the Sale;
- 24 5. Authorizing sale of the Assets to Buyer on the terms and conditions set forth herein,
25 on an **AS-IS, WHERE-IS** basis, without any representations or warranties by the Trustee;
- 26 6. Approving the proposed Bidding Procedures for the Sale of the Assets;
- 27 7. Finding that Buyer is a good faith purchaser of the Assets pursuant to 11 U.S.C.
28 § 363(m) and is entitled to all benefits and protections provided thereby;

- 1 8. Waiving the fourteen-day stay set forth in Federal Rule of Bankruptcy Procedure
2 6004(h);
3 9. Approving the form and manner of notice provided by the Trustee;
4 10. Approving the payment of costs and buyer's premium due 360Moran; and,
5 11. Granting such other and further relief to the Trustee as the Court deems just and
6 proper under the circumstances.

7
8 DATED: June 22, 2022

LEECH TISHMAN FUSCALDO & LAMPL, INC.

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10 By: /s/ Robyn B. Sokol
11 Robyn B. Sokol
12 Counsel for Elissa D. Miller, Chapter 7 Trustee
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LEECH TISHMAN FUSCALDO & LAMPL, INC.
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MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

This Motion represents the culmination of a lengthy process to recover property of the estate, during which this Court entered an Order avoiding a trust and various limited liability and corporations abused by the Debtor to avoid satisfying claims of his creditors. Thereafter, the Court approved the Trustee's application to employ 360Moran to market and sell all assets held by Antiquarian through a two-stage sale of the inventory and personal property located at the Warehouse. The first stage of the auction was to sell the more valuable pieces in the front of the Warehouse. The first stage of the Auction was duly noticed and advertised and conducted by 360Moran on May 19, 2022. After the payment of sales costs and the buyer's premiums, the Estate net approximately \$760,000 and there are a few items that remain to be sold from the first stage of the Auction. The assets that were the subject of the first stage of the Auction are listed in Exhibit 1 attached to the Purchase Agreement and are excluded from the proposed Sale.

Significant marketing and advertising were done with respect to first stage of the Auction. After the first stage of the Auction, 360Moran was approached by Pegaso regarding purchasing the remaining inventory located at the Warehouse for \$260,000 plus a 25% buyer's premium. Pegaso and other interested parties visited the Warehouse to examine the auction items prior to the first stage of the Auction. Pegaso purchased a number of items during the first stage of the Auction. The Trustee considered the offer from Pegaso to purchase the Assets as well as the other available options for liquidating the remaining Antiquarian assets located at the Warehouse and in the possession and control of the Trustee including conducting the second stage of the Auction. Given the costs associated with a second auction including but not limited to the administrative expense claim for renting the Warehouse and the cost of preparing for the second auction and the time that a second auction would take, the Trustee believes that the proposed Sale is in the best interest of the Estate and will net the largest amount of funds for the Estate.

Through this Motion, the Trustee seeks approval of the Purchase Agreement. The Purchase Agreement provides that Buyer shall pay the amount of \$260,000 plus a buyer's premium of 25%

1 (\$65,000), subject to overbids from qualified overbidders. As part of the Motion, the Trustee also
2 seeks an order approving the sale free and clear of liens, claims, and interests. The Trustee does not
3 believe any liens, claims or interests are held against the Assets. The Trustee is unaware of any
4 liens, claims or interests against the Assets. To the extent any liens, claims or interests exist, they
5 are subject to bona fide dispute.

6 The Assets are being sold on an "as is" "where is" basis, with no warranties, recourse,
7 contingencies, or representations of any kind, except as may be provided in the Purchase Agreement.
8 The Buyer shall bear all responsibility removing the Assets within thirty (30) days of entry of the
9 order approving the Sale at the Buyer's expense plus Buyer is responsible for the per diem cost for
10 the Warehouse commencing fifteen (15) days after entry of the order approving the Sale Order,
11 unless Buyer makes other arrangements with the lessor of the Warehouse at no cost or liability to the
12 Estate.

13 The Trustee also seeks an order (i) approving the bidding procedures to be used in
14 connection with the Sale, (ii) confirming the Sale to Buyer, (iii) authorizing the Trustee to execute
15 any and all documents that may be necessary to consummate the Sale, (iv) determining that Buyer, is
16 entitled to 11 U.S.C. § 363(m) protection, (v) waiving the fourteen (14) day stay prescribed by Rule
17 6004(h) of the Federal Rules of Bankruptcy Procedure, and (vi) authority to pay buyer's premium to
18 the 360Moran and the remaining outstanding costs due 360Moran.

19 The Trustee believes all prerequisites for approval of the sale under applicable provisions of
20 the Bankruptcy Code have been satisfied and she therefore urges the Court to grant the Motion.

21 II.

22 RELEVANT FACTS

23 A. Background

24 On February 25, 2022, the Debtor initiated the above-captioned bankruptcy case by filing a
25 voluntary petition for relief under chapter 7 of the Bankruptcy Code. Elissa D. Miller was appointed
26 the chapter 7 trustee for the Debtor's estate and has been serving in that capacity since.

27 Following her appointment, the Trustee reviewed the petition, schedules and statement of
28 financial affairs, questioned the debtor at meetings of creditors, and investigated the Debtor's assets

1 and liabilities. Although the Debtor did not initially list any assets, several creditors contended that
2 the Debtor was in control of numerous assets. The Trustee investigated the claims and found that the
3 Debtor controlled real and personal property assets held in three intentionally defective grantor trusts
4 by various entities.

5 Based on her investigation of the Debtor's use and abuse of the trusts and the entities, the
6 Trustee filed her *Complaint For: (1) Declaratory Relief; (2) Avoidance of Fraudulent Transfers*
7 *Pursuant to 11 U.S.C. §§ 544 and 548, Cal. Civ. Code §§ 3439.04, 3439.05, 3439.07, 3439.09; (3)*
8 *Avoidance of Post-Petition Transfers Pursuant to 11 U.S.C. § 549; (4) Recovery of Avoided*
9 *Transfers for Benefit of Estate Pursuant to 11 U.S.C. §§ 550 and 551; (5) Turnover of Estate Assets;*
10 *(6) Accounting; (7) Objection to Discharge of Mark Abbey Slotkin Pursuant to 11 U.S.C.*
11 *527(A)(2)(B); and (8) Injunctive Relief* [Adv. Docket No. 1] (“Complaint”) on November 23, 2020
12 (the Adversary Action) against the Debtor, his daughter Savannah Slotkin, the Trusts, the entities
13 and others (“Defendants”).

14 The Debtor and the other Defendants filed answers in the Adversary Action denying the
15 relief requested. [Adv. Dkt. Nos. 16, 112 and 114]. On October 5, 2021, the Trustee filed her
16 *Motion for Partial Summary Judgment* [Adv. Docket No. 143] (“MSJ”) seeking partial summary
17 judgment on Claims 1, 2, 3, 7 and 8 of the Complaint.

18 The Defendants, including the Debtor, filed joint oppositions to the MSJ.

19 After a lengthy hearing, the Court granted the MSJ in part by order entered on December 21,
20 2021 [Adv. Dkt. No. 201] (“MSJ Order”). Among other things, the MSJ Order granted summary
21 judgment on the Eighth Claim for Relief contained in the Complaint in favor of the Trustee and
22 against the Defendants and required that the “Defendants shall turn over the Assets to the Plaintiff,
23 the Chapter 7 trustee for the Estate, pursuant to 11 U.S.C. § 542(a), forthwith.” *Id.* As a result of the
24 MSJ Order, among other things, a total of 10 residential real properties, and other personal property
25 assets including all inventory owned by Antiquarian were ordered turned over to the Trustee.

26 **B. Liens Encumbering the Assets**

27 The Trustee is unaware of any liens, claims or encumbrances on the Assets. The Trustee and
28 her counsel conducted UCC-1 searches of Antiquarian and found that no properly perfected liens,

encumbrances or claims exist against the Assets or any of the Antiquarian inventory or other assets of Antiquarian. Declaration of Elissa D. Miller.

C. The Trustee's Retention of Auctioneer to Market and Sell the Assets

360Moran was employed by the Trustee pursuant to the Employment Order which was entered on March 29, 2022 [Docket No. 417]. 360Moran was employed to conduct a two-stage sale of the inventory and personal property located at the Warehouse. The first stage of the Auction sold the more valuable pieces in the front of the Warehouse. The first stage of the Auction was duly noticed and advertised and conducted by 360Moran on May 19, 2022. After the payment of sales costs and the buyer's premiums, the Estate net approximately \$760,000.00 from the first stage of the Auction and there are a few items that remain to be sold from the first stage of the Auction which are excluded from the proposed Sale. 360Moran will liquidated the Excluded Items pursuant to the Employment Order for the benefit of the Estate. Folloiwnng the conclusion of this Sale and the sale of the remaining Excluded Items, the Trustee will file her final report and recommendation which will include a reconciliation of all costs expenses incurred by 360Moran.

D. Sale Terms

- Proposed Buyer: Pegaso
- Property: Assets – all remaining items of Antiquarian located under the roof of the Warehouse excluding the Excluded Items.
- 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 and Initial Deposit: Two Hundred Sixty Dollars (\$260,000) plus a 25% buyer's premium in the amount of Sixty-Five Thousand Dollars (\$65,000), for a total purchase price of Three Hundred Twenty-Five Dollars (\$325,000). Pegaso has made a deposit in the amount of One Hundred Sixty-Two Thousand Dollars Five Hundred Dollars (\$162,500) to be held by the Trustee pending Court approval of the Sale.
- Tender of Full Purchase Price/Closing: The Sale shall close with the Buyer tendering the Purchase Price not later than the Closing Date.
- Warehouse Premises: To the extent that Pegaso arranges for occupancy of the

building, Pegaso shall be responsible for occupancy costs immediately upon entry of the order approving the Sale. Occupancy of the Warehouse shall not be a condition of the Sale. The Sale shall be final upon Court approval and Buyer shall be responsible for removal of all Assets following approval of Sale. The Buyer shall remove the Assets within thirty (30) days of entry of the order approving the Sale at the Buyer's expense including the per diem cost for the Warehouse commencing fifteen (15) days after entry of the Order approving the Sale, unless Buyer makes other arrangements with the lessor of the Warehouse at no cost or liability to the Estate.

- Overbid: The Sale shall be subject to overbid and approval by the Bankruptcy Court. The opening overbid price shall be Two Hundred Eighty-Five Thousand Dollars (\$285,000) plus a 25% buyer's premium subject to the same terms of the Purchase Agreement and subsequent bids shall be accepted in increments of no less than \$10,000. For purposes of overbidding the buyer's premium will be calculated and added to the purchase price after the winning bid is determined.

- Auctioneer Buyers Premium and Costs: In accordance with the Employment Order, the Trustee seeks authority to pay 360Moran the buyer's premium (25% of the sales price) plus outstanding costs and expenses incurred.

- Good Faith Finding: The Buyer shall be deemed a "good faith" buyer in accordance with 11 U.S.C. § 363(m).

- Liquidated Damages: If Buyer fails to complete the Sale contemplated by the Purchase Agreement for any reason, other than the Trustee's default, the Trustee shall retain the Deposit or Overbid Deposit as liquidated damages and shall be released from any further obligation to sell the Assets to Buyer.

E. Bidding Procedures

- Present at Hearing: Pegaso and each Qualified Bidder must be present at the hearing on the Motion;

- Notice of Overbid: Any party wishing to participate in the overbid process must notify the Trustee in writing at the address set forth above of his/her/its intention to do so no later than close of business two (2) business days before the hearing on the Motion;

- Earnest Money Deposit: Each party participating in the overbid process (except for

Pegaso, who has already paid the Deposit to the Trustee), must remit to the Trustee, a least one (1) business day before the hearing on the Motion, payment by wire transfer (wiring instructions to be provided by the Trustee upon request) or payment in the form of a cashier's check or money order made payable to "Elissa D. Miller, Chapter 7 Trustee" (payment made payable to any other party may, in the sole discretion of the Trustee, be deemed inadequate and rejected) in a deposit amount of \$178,125, comprised of one-half (1/2) of the initial overbid in the amount of \$285,000 and the 25% buyer's premium (\$71,250) – Overbid Deposit together with evidence of financial ability to close the sale. The Overbid Deposit shall not be refundable if such party is the successful bidder and is thereafter unable to complete the purchase of the Assets in accordance with the terms of the proposed sale within three (3) business days after entry of the Sale Order.

- Initial Overbid: The initial overbid for the Assets shall be \$285,000 plus the 25% buyer's premium, with subsequent overbids being made in minimum increments of \$10,000.00. **The 25% buyer's premium will be added to the winning bid.**

- Terms: The terms of the Sale set forth in the Purchase Agreement shall apply to the Buyer.

- Auction and Back-Up Bidder: Should the Buyer or a Qualified Overbidder submit an overbid that is ultimately not deemed to be the successful final overbid for the Assets, any such party may agree that its last overbid may be deemed a Back-Up Bid should the successful bidder fail to timely close of the Sale. 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 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 three (3) business days to close escrow in accordance with the Back-Up Bid.

- c. Should the Back-Up Bidder fail to timely consummate the purchase of the Assets, the Trustee shall retain for the benefit of the Estate as liquidated damages for such failure, the 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.

III.

**THE COURT SHOULD AUTHORIZE THE OVERBID
PROCEDURES AND THE SALE**

A. The Overbid Procedures are Reasonable and Appropriate

With respect to proposed sales of estate property, overbid procedures are designed to ensure that a bankruptcy estate receives the maximum amount possible for the benefit of creditors. Court approval of bidding procedures is appropriate to organize the process for seeking and considering bids for a sale pursuant to Section 363. See *In re WCI Cable, Inc.*, 282 B.R. 457 (Bankr. D. Or. 2002). Courts have long recognized the need for competitive bidding at hearings on sales - “[c]ompetitive bidding yields higher offers and thus benefits the estate. Therefore, the objective is ‘to maximize bidding, not restrict it.’” *In re Atlanta Packaging Products, Inc.*, 99 B.R. 124, 131 (Bankr. N.D. Ga. 1988).

The Overbid Procedures the Trustee proposes herein are designed to encourage bidding in an effort to maximize the amount recovered for the Estate from the Sale. The Overbid Procedures require a minimum overbid that is \$25,000.00 above the current purchase price of \$260,000 for a total bid in the amount of \$285,000 plus a 25% buyer’s premium. The Trustee believes such procedures are fair and reasonable and should be approved.

B. The Sale is Fair and Reasonable

Section 704(a) provides, in part:

The trustee shall—

... collect and reduce to money the property of the estate for which the trustee serves, and close such estate as expeditiously as is compatible with the best interests of parties in interest.

11 U.S.C. § 704(a)(1). Section 363 provides one of the means to accomplish this task. That section provides, in part:

The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate[.]

11 U.S.C. § 363(b)(1).

Generally, the sale of estate property outside the ordinary course of business only need be within the sound business judgment of the trustee. As one court held:

Section 363 of the Bankruptcy Code addresses the [trustee's] use of property of the estate and incorporates a business judgment standard.

* * *

The business judgment standard in section 363 is flexible and encourages discretion. “Whether the proffered business justification is sufficient depends on the case. . . . [T]he bankruptcy judge ‘should consider all salient factors pertaining to the proceeding and, accordingly, act to further the diverse interests of the debtor, creditors and equity holders, alike.’”

ASARCO, Inc. v. Elliot Mgmt. (In re Asarco, L.L.C.), 605 F.3d 593, 601 (1st Cir. 2011) (emphasis added). See also, *Institutional Creditors of Continental Air Lines, Inc. v. Continental Airlines, Inc. (In re Continental Airlines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986); *Stephens Indus., Inc. v. McClung*, 789 F.2d 386, 390 (6th Cir. 1986); *Walter v. Sunwest Bank (In re Walter)*, 83 B.R. 14, 19-20 (9th Cir. BAP 1988) (citing *In re Continental Air Lines, Inc.*, 780 F.2d 1223 (5th Cir. 1986)).

The Sale as set forth herein is in the best interests of the Estate and should be approved. Section 363 of the Bankruptcy Code authorizes the Trustee to sell estate property following notice and a hearing on terms that are fair and reasonable and the result of an arms-length transaction. Specifically, Section 363(b)(1) of the Bankruptcy Code states in pertinent part that: “The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.”

In determining whether the sale of assets outside of the ordinary course of business should be approved, bankruptcy courts usually consider several factors, including: (1) whether a sufficient business reason exists for the sale; and (2) whether the proposed sale is in the best interest of the estate, which in turn consists of the following factors: (a) that terms of the sale are fair and reasonable; (b) that the proposed sale has been adequately marketed; (c) that the proposed sale terms have been properly negotiated and proposed in good faith; and (d) that the purchaser is involved in an arms-length transaction with the seller. See *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991. (“In approving any sale outside the ordinary course of business, the

1 court must not only articulate a sufficient business reason for the sale, it must further find it is in the
2 best interest of the estate, *i.e.*, it is fair and reasonable, that it has been given adequate marketing,
3 that it has been negotiated and proposed in good faith, and that it is an ‘arms-length’ transaction.”);
4 *Matter of Phoenix Steel Corp.*, 82 B.R. 334, 335-356 (Bankr. D. Del. 1987). (In determining
5 whether a proposed sale of equipment is proper under § 363, courts should consider whether the
6 proposed sale is fair and equitable, whether there was a good business reason for completing the
7 sale, and whether the transaction is proposed in good faith.); *In re Alves*, 52 B.R. 353, 355 (Bankr.
8 D.R.I. 1985 (whether to approve a sale under § 363 depends upon the integrity of sale and the best
9 interest of bankruptcy estate).

10 In the instant case, the Trustee has satisfied all of the applicable elements discussed above
11 concerning the proposed sale of the Assets, and the Trustee has sound reasons for the Sale,
12 specifically, to maximize return to the Estate by liquidation of the Assets. For the reasons set forth
13 in the Trustee’s Declaration, the Trustee submits that the Purchase Price for the Assets is fair and
14 reasonable and that the sale of the Assets will be adequately marketed by listing the sale of the
15 Assets on the Court’s website. Additionally, 360Moran shall provide notice of the Sale to the 80
16 parties that purchased personal property from the first stage of the Auction and over 4000 parties
17 will be provided notice of the Sale by 360Moran. Declaration of Jeff Tanebaum.

18 The Trustee submits that, under the circumstances, the proposed Sale of the Assets provides
19 the best possible return to creditors and this Estate.

20 **C. The Court Should Authorize the Proposed Sale Free and Clear of Lines, Interests, and**
21 **Encumbrances Pursuant to 11 U.S.C. § 363(f)**

22 Section 363(f) provides the circumstances under which property of the estate may be sold
23 free and clear of any liens, claims, interests or encumbrances:

24 The trustee may sell property under subsection (b) . . . of this section free and clear of
25 any interest in such property of an entity other than the estate, only if—

- 26 (1) applicable nonbankruptcy law permits sale of such property free and clear
of such interest;
- 27 (2) such entity consents;
- 28 (3) such interest is a lien and the price at which such property is sold is greater

1 than the aggregate value of all liens on such property;

2 (4) such interest is in bona fide dispute; or

3 (5) such entity would be compelled, in a legal or equitable proceeding, to
4 accept a money satisfaction of such interest.

5 11 U.S.C. § 363(f). Section 363(f) is written in the disjunctive, and thus satisfaction of any one of its
6 five requirements will suffice to permit the sale of the Assets free and clear of all interests. *See, e.g.,*
7 *In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) and *In re Elliot*, 94 B.R. 343,
8 345 (Bankr. E.D. Pa. 1988). The Trustee does not believe any liens, encumbrances or claims exist
9 with respect to the Assets but if such claims do exist, they are subject to bona fide dispute. The
10 Trustee has conducted a UCC-1 Search of the Assets and did not find a single lien, claim or
11 encumbrance. Moreover, no party asserted a lien, encumbrance or claim against the Assets when the
12 Auction was approved and 360Moran was employed. Any asserted lien, encumbrance or claim
13 against the Assets is subject to bona fide dispute so the sale may be approved free and clear of any
14 such lien, encumbrance or claim pursuant to 11 U.S.C. § 363(f)(4). To the extent no party objects to
15 this Motion, the Assets may also be sold free and clear of all liens, claims interests and
16 encumbrances pursuant to 11 U.S.C. § 363(f)(2).

17 **D. The Sale is Based on the Trustee's Sound Business Judgment and is in the Best Interests**
18 **of the Estate**

19 The Trustee seeks to sell the Estate's interest in the Assets for at least \$260,000, and
20 potentially more in the event of any Overbid. The Trustee's proposed sale satisfies the foregoing
21 section 363 standard for at least the following reasons. First, the current proposed price is
22 reasonable and fair. Indeed:

- 23 • The Buyer inquired regarding the Assets after visiting the Warehouse and purchasing
24 assets from the first stage of the Auction;
- 25 • The Sale will be noticed on the same client list that was provided notice of the first
26 stage of the asset sale and all parties that purchased assets at the first stage of the asset sale – over
27 4000 people or entities;
- 28 • The Trustee believes that the current purchase price for the Assets is fair, reasonable,

and appropriate;

- The purchase price is the highest and best offer currently available to the Trustee;
- The Purchase Agreement reflects a good faith, arms-length transaction and is the outcome of an exchange of offers and counteroffers;
- The Sale will provide for a faster disposition of the Assets which means a significant reduction in the administrative costs associated with storing the Assets at the Warehouse;
- 360Moran recommends the proposed Sale over the second stage of the Auction given the time it will take to prepare for the second stage of the Auction, the additional costs associated with the second stage of the Auction and the accruing rent for the Warehouse;
- The Sale is subject to overbid, which will further ensure that the Estate attains maximum value for this asset.

Based on the foregoing and the Trustee's business judgment, the Trustee believes the Sale is in the best interests of the Estate and should be authorized.

E. The Sale is Proposed in Good Faith

Section 363(m) of the Bankruptcy Code provides:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

The good faith requirement under Bankruptcy Code section 363(m) focuses primarily on the disclosure of all material sale terms and the absence of fraud or collusion between the purchaser and other bidders or the trustee. *See In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 147 (3rd Cir. 1986); *Taylor v. Lake (In re Cada Invs.)*, 664 F.2d 1158, 1162 (9th Cir. 1981).

The proposed Sale is an "arms-length" transaction, and all payments to be made by the Buyer and other material agreements or arrangements between the Trustee and the Buyer relating to the Sale have been disclosed. In the instant case, the Trustee requests that the Court make a finding that Buyer is a good faith purchaser within the meaning of Section 363(m). The Trustee has no relation to Buyer and did not know Buyer prior to her appointment as Trustee in this bankruptcy case.

1 Additionally, the Trustee submits that the sale of the Assets was negotiated at arms-length with
2 Buyer and the proposed Purchase Price is fair consideration for the Assets. As such, a finding of
3 good faith within the meaning of Section 363(m) is appropriate.

4 Furthermore, the Sale is subject to overbids and has been noticed to all known interested
5 parties. Thus, the Trustee submits that a sale to the Buyer or any Backup Bidder, if approved and
6 consummated, will have been made in good faith under section 363(m).

7 **F. The Court Should Waive Rule 6004(h)'s 14-Day Stay of The Sale Order**

8 Under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure, an order authorizing the
9 sale of property, other than cash collateral, is stayed until expiration of 14 days after the entry of the
10 order, unless the court orders otherwise. *See* Fed. R. Bankr. P. 6004(h). In this case, the Trustee
11 believes cause exists to waive this 14-day stay. Given the significant administrative costs for storing
12 the Assets at the Warehouse, the Trustee believes waiving the 14-day stay is in the best interest of
13 the Estate.

14 **IV.**

15 **NOTICE**

16 The Trustee submits that adequate notice of the proposed Sale has been given. Concurrently
17 with the filing hereof, notice on the Court-approved form F 6004-2 was submitted to the Court's
18 clerk for publication on the Court's website pursuant to Local Bankruptcy Rule 6004-1(f). Notice of
19 this Motion has been provided to the Debtor, the Office of the United States Trustee, and all other
20 interested parties pursuant to Federal Rule of Bankruptcy Procedure 2002(a). In addition, any party
21 expressing an interest in the Assets has been provided with this Motion and 360Moran will provide
22 notice of the Sale to approximately 4000 parties plus the 80 parties that purchased personal property
23 from the first stage of the Auction.

24 **V.**

25 **CONCLUSION**

26 For the reasons stated herein, the Trustee respectfully requests that the Court enter an order:

- 27 1. Approving the Motion;
28 2. Approving the Sale of Assets as set forth herein; finding the Sale fair and reasonable;

and in the best interests of the Estate and its creditors;

3. Approving the Purchase Agreement;

4. Authorizing the Trustee to execute any and all documents that may be necessary or convenient to consummate the Sale;

5. Authorizing sale of the Assets to Buyer on the terms and conditions set forth herein, on an AS-IS, WHERE-IS basis, without any representations or warranties by the Trustee;

6. Approving the proposed Bidding Procedures for the Sale of the Assets;

7. Finding that Buyer is a good faith purchaser of the Assets pursuant to 11 U.S.C. § 363(m) and is entitled to all benefits and protections provided thereby;

8. Waiving the fourteen-day stay set forth in Federal Rule of Bankruptcy Procedure 6004(h);

9. Approving the form and manner of notice provided by the Trustee;

10. Approving the payment of outstanding costs and buyer's premium due 360Moran; and,

11. Granting such other and further relief to the Trustee as the Court deems just and proper under the circumstances.

Dated: June 22, 2022

LEECH TISHMAN FUSCALDO & LAMPL, INC.

By: /s/ Robyn B. Sokol

Attorneys for Elissa D. Miller, Chapter 7 Trustee

DECLARATION OF ELISSA D. MILLER

I, Elissa D. Miller, declare:

1. I am the duly appointed, qualified and acting Chapter 7 Trustee of the bankruptcy estate (the "Estate") of Debtor Mark Abbey Slotkin (the "Debtor"). I know all of the facts set forth herein of my own personal knowledge and if called as a witness could and would competently testify that the facts are true and correct.

2. I make this declaration in support of the foregoing the "*Motion By Chapter 7 Trustee To: (1) Approve Sale Of Certain Personal Property Of Estate Free And Clear Of Liens, Claims, Interests And Encumbrances With Liens, Claims, Interests, And Encumbrances, To Attach To Proceeds Pursuant To 11 U.S.C. §363 (b) And (f); (2) Approve Overbid Procedures; (3) Determine That Buyer Is Entitled To Protection Pursuant To 11 U.S.C. §363(m); (4) Authorize Payment Of Final Costs To Auctioneer*" (the "Motion").

3. The facts underlying the Motion are as follows: On February 25, 2022, the Debtor initiated the above-captioned bankruptcy case by filing a voluntary petition for relief under chapter 7 of the Bankruptcy Code. I was appointed the chapter 7 trustee for the Debtor's estate and have been serving in that capacity since.

4. Following my appointment, I reviewed the petition, schedules and statement of financial affairs and investigated the Debtor's assets and liabilities and examined the Debtor at his meeting of creditors. Shortly after my appointment, I was contacted by various creditors who informed me that although the Debtor did not list any assets, he was in control of assets held in three trusts and through various entities.

5. Following on my investigation and my conclusion the creditors were correct, I filed my Complaint For: (1) Declaratory Relief; (2) Avoidance of Fraudulent Transfers Pursuant to 11 U.S.C. §§ 544 and 548, Cal. Civ. Code §§ 3439.04, 3439.05, 3439.07, 3439.09; (3) Avoidance of Post-Petition Transfers Pursuant to 11 U.S.C. § 549; (4) Recovery of Avoided Transfers for Benefit of Estate Pursuant to 11 U.S.C. §§ 550 and 551; (5) Turnover of Estate Assets; (6) Accounting; (7) Objection to Discharge of Mark Abbey Slotkin Pursuant to 11 U.S.C. 527(A)(2)(B); and (8) Injunctive Relief [Adv. Docket No. 1] (the "Complaint") on November 23, 2020 (the "Adversary

1 Action").

2 6. The Debtor and the other defendants filed answers in the Adversary Action denying
3 the relief requested. [Adv. Dkt. Nos. 16, 112 and 114]

4 7. On October 5, 2021, I filed a *Motion for Partial Summary Judgment* [Adv. Docket
5 No. 143] (the "MSJ") seeking partial summary judgment on Claims 1, 2, 3, 7 and 8 of the
6 Complaint. [Adv. Dkt No. 143]. The Debtor and other defendants filed joint oppositions to the
7 MSJ.

8 8. After a lengthy hearing, the Court granted the MSJ in part. The order was entered on
9 December 21, 2021 (the "MSJ Order"). [Adv. Dkt. No. 201]. Among other things, the MSJ Order
10 granted summary judgment on the Eighth Claim for Relief contained in the Complaint in my favor
11 and against the Defendants and required that the "Defendants shall turn over the Assets to the
12 Plaintiff, the Chapter 7 trustee for the Estate, pursuant to 11 U.S.C. § 542(a), forthwith." As a result
13 of the MSJ Order, among other assets, a total of 10 properties were ordered turned over to me as
14 well as all assets owned by Antiquarian Traders, Inc. ("Antiquarian") including the Assets.⁴

15 9. I thereafter obtained authority to employ ThreeSixty Asset Advisors, LLC and John
16 Moran Auctioneers, Inc. (collectively, "360Moran") to liquidate the inventory of Antiquarian
17 pursuant to the "*Order Granting Application By Chapter 7 Trustee For Authority To Employ*
18 *ThreeSixty Asset Advisors, LLC and John Moran Auctioneers, Inc. As Auctioneer; To Authorize*
19 *Public Sale By Auctioneer And To Pay Auctioneer Upon Conclusion Of Sale in Accordance with the*
20 *Terms Hereof*" which Order was entered on March 29, 2022 [Docket No. 417] ("Employment
21 Order"). In accordance with the Employment Order, I seek authority to pay 360Moran the buyer's
22 premium (25% of the sales price) on the Sale plus any remaining costs and expenses incurred by
23 360Moran. Following the conclusion of this Sale and the remaining Excluded Items, I will file a
24 Final Report and Recommendation in which I will seek to pay 360 Moran all remaining fees and
25 expenses due included from the sale of the Excluded Items.

26
27
28 ⁴ All initial capitalized terms not defined herein shall have the meaning ascribed to them in the Motion.

10. 360Moran was employed to conduct a two-stage sale of the inventory and personal property located at the Warehouse. The first stage of the auction sold the more valuable pieces in the front of the Warehouse. The first stage of the Auction was duly noticed and advertised and conducted by 360Moran on May 19, 2022.

11. Prior to seeking employment of the 360Moran to sell the assets of Antiquarian, I conducted a UCC-1 search to see if any of the assets were encumbered. I did not find that any UCC-1 statements had been filed since 2016 and the ones that were filed lapsed in 2021. The only UCC-1 statements filed were by Ford Motor Credit Company LLC and Collateral Finance Corporation. I also requested that my attorneys conduct a search with the California Secretary of State. This search confirmed my findings – no consigners or other parties perfected their interests in Antiquarian assets by filing UCC-1 Financing Statements. Based on this analysis, I do not believe any liens, encumbrances, claims or interests exist with respect to the Antiquarian inventory and other personal property including the Assets.

12. The first stage of the Auction sold the more valuable pieces in the front of the Warehouse. The first stage of the Auction was duly noticed and advertised and conducted by 360Moran on May 19, 2022. After the payment of sales costs and the buyer's premiums, the Estate net \$764,869.50 from the first stage of the Auction and there are a few items that remain to be sold from the first stage of the Auction which are excluded from the proposed Sale. The assets that were the subject of the first stage of the Auction are listed in Exhibit 1 attached to the Purchase Agreement and are excluded from the proposed Sale.

13. Significant marketing and advertising were done with respect to first stage of the Auction. Pegaso and other interested parties visited the Warehouse to examine the auction items prior to the first stage of the Auction. Pegaso purchased a number of items from the first stage of the Auction. After the first stage of the Auction, 360Moran was approached by Pegaso regarding purchasing the remaining inventory located at the Warehouse for \$260,000 plus a 25% buyer's premium.

14. Until all of the personal property located in the Warehouse is sold the Estate is paying reduced rent to the landlord of the Warehouse of \$8,000/month plus utilities, insurance and other

1 expenses. The Sale will provide for a faster disposition of the Assets which means a significant
2 reduction in the administrative costs associated with storing the Assets at the Warehouse. The Sale
3 also will allow the Estate to save the cost associated with preparing the Assets for the second stage
4 of the Auction and conducting the Auction.

5 15. The Debtor did not list the Assets on his schedules and it was recovered pursuant to
6 the MSJ Order entered by this Court on December 21, 2021, as discussed above.

7 16. Pegaso inquired about purchasing the Assets after visiting the Warehouse and
8 purchasing assets from the first stage of the Auction.

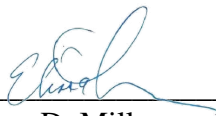
9 17. The Purchase Agreement and all terms of the Sale are the result of good faith, arms-
10 length negotiations. A true and correct copy of the Purchase Agreement is attached hereto as
11 **Exhibit A** and incorporated herein by this reference.

12 18. There was no collusion between me and Pegaso in connection with the negotiation
13 and entry of the Purchase Agreement or its terms. I have never met the principal of Pegaso, nor do I
14 know Pegaso.

15 16. Based on the foregoing, I respectfully request that the Court approve the Sale to the
16 Pegaso, or to a successful overbidder, if any, as requested herein.

17 I declare under penalty of perjury under the laws of the United States of America that the
18 foregoing is true and correct.

19 Executed June 22, 2022, at Los Angeles, California.

20
21 
22 Elissa D. Miller

DECLARATION OF JEFF TANENBAUM

I, Jeff Tanenbaum, declare as follows:

1. I am an individual over the age of eighteen, and President of ThreeSixty Asset Advisors, LLC.

2. I make this declaration in support of the foregoing “*Motion By Chapter 7 Trustee To: (1) Approve Sale Of Certain Personal Property Of Estate Free And Clear Of Liens, Claims, Interests And Encumbrances With Liens, Claims, Interests, And Encumbrances, To Attach To Proceeds Pursuant To 11 U.S.C. §363 (b) And (f); (2) Approve Overbid Procedures; (3) Determine That Buyer Is Entitled To Protection Pursuant To 11 U.S.C. §363(m); (4) Authorize Payment Of Final Costs To Auctioneer*” (the “Motion”). I know all of the facts set forth herein of my own personal knowledge and if called as witness could and would competently testify hereto.

3. ThreeSixty Asset Advisors, LLC and John Moran Auctioneers, Inc. (collectively, “360Moran”) were employed by the Trustee to liquidate the inventory of Antiquarian pursuant to the “*Order Granting Application By Chapter 7 Trustee For Authority To Employ ThreeSixty Asset Advisors, LLC and John Moran Auctioneers, Inc. As Auctioneer; To Authorize Public Sale By Auctioneer And To Pay Auctioneer Upon Conclusion Of Sale in Accordance with the Terms Hereof*” which Order was entered on March 29, 2022 [Docket No. 417] (“Employment Order”).

4. In accordance with the Employment Order, 360Moran was employed to conduct a two-stage sale of the inventory and personal property located at the Warehouse.⁵ The first stage of the Auction sold the more valuable pieces in the front of the Warehouse.

5. The first stage of the Auction was duly noticed and advertised and conducted by 360Moran on May 19, 2022. The assets that were the subject of the first stage of the Auction are listed in Exhibit 1 attached to the Purchase Agreement and are excluded from the proposed Sale (“Excluded Assets”).

⁵ All initial capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

6. Significant marketing and advertising were done with respect to first stage of the Auction. Pegaso and other interested parties visited the Warehouse to examine the auction items prior to the first stage of the Auction. Pegaso purchased a number of items from the first stage of the Auction.

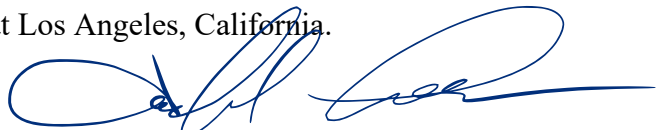
7. After the first stage of the Auction, 360Moran was approached by Pegaso regarding purchasing the remaining inventory located at the Warehouse for \$260,000 plus a 25% buyer's premium.

8. After receiving the offer to purchase the Assets from Pegaso, I prepared a three (3) option analysis for the Trustee setting forth the anticipated net proceeds to the Estate under the second stage Auction approved by the Court, a three (3) stage auction option, and the sale of the Assets to Pegaso for \$260,000 plus a 25% buyer's premium. Due to the additional costs associated with conducting additional auctions and the rent to be incurred through the closing of these additional auction(s), the proposed Sale provides the most beneficial outcome for the Estate.

9. 360Moran will provide notice of the Sale on the 80 parties that purchased assets from stage 1 of the Auction and approximately 4000 people/entities from 360Moran's mailing list.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 22nd day of June, 2022 at Los Angeles, California.



Jeff Tanenbaum

Exhibit A

PURCHASE AGREEMENT

This Purchase Agreement (this “Agreement”), dated as of June 16, 2022 is entered into by and between Elissa D. Miller, the duly appointed and acting Chapter 7 Trustee for the bankruptcy estate of Mark Abbey Slotkin (“Trustee”) and Pegaso Gallery Design, a California corporation (“Purchaser” and with the Trustee, the “Parties”).

RECITALS:

A. On February 25, 2020, debtor Mark Abbey Slotkin (“Debtor”) filed a voluntary petition for relief under Chapter 7 of Title 11 of the United States Code (“Bankruptcy Code”), commencing Bankruptcy Case No. 2:20-bk-12042-BB. Upon the filing thereof, the Trustee was appointed, and she continues to serve in that capacity.

B. ThreeSixty Asset Advisors, LLC and John Moran Auctioneers, Inc. (“360Moran”) was employed by the Trustee pursuant to the *"Order Granting Application By Chapter 7 Trustee For Authority To Employ ThreeSixty Asset Advisors, LLC and John Moran Auctioneers, Inc. As Auctioneer; To Authorize Public Sale By Auctioneer And To Pay Auctioneer Upon Conclusion Of Sale in Accordance with the Terms Hereof"* which Order was entered on March 29, 2022 [Docket No. 417]. 360Moran was employed to conduct a two-stage sale of the inventory and personal property located at the Antiquarian Traders, Inc. (“Antiquarian”) warehouse located at 5141 Firestone Place, South Gate, California (“Warehouse”).

C. The first stage of the auction was to sell the more valuable pieces in the front of the Warehouse. The first stage of the Auction was duly noticed and advertised and conducted by 360Moran on May 19, 2022.

D. Purchaser learned of the Auction through advertising and was a purchaser of certain items in Stage 1 of the auction. On or about June 13, 2022, the Purchaser offered to purchase all remaining items of Antiquarian located under the roof of the Warehouse excluding all items sold in the first Antiquarian auction conducted on May 19, 2022 (“Assets”). A list of the Excluded Items is attached hereto as Exhibit 1 and incorporated herein by this reference.

E. Subject to approval by the Bankruptcy Court, Section 363(f) of the Bankruptcy Code authorizes the Trustee to assign, sell, and transfer the Assets to the Purchaser free and clear of any and all liens, interests, claims, and encumbrances pursuant to this Agreement (the “Sale”).

NOW THEREFORE, in consideration of the promises and mutual undertakings herein contained, the Trustee and Purchaser agree as follows:

1. **Purchase Price.** Purchaser shall purchase the Assets for the amount of Two Hundred Sixty Dollars (\$260,000) plus a 25% buyer’s premium in the amount of Sixty-Five Thousand Dollars (\$65,000), for a total purchase price of Three Hundred Twenty-Five Dollars (\$325,000) (the “Purchase Price”).

2. **Deposit by Purchaser.** No later than June 20, 2022, the Purchaser shall pay the Trustee by wire transfer, with such instructions to be separately provided to Purchaser, the sum of One Hundred Sixty-Two Thousand Dollars Five Hundred Dollars (\$162,500) as an earnest money deposit to be held by the Trustee pending Court approval of the Sale (the “Deposit”). The

balance of the Purchase Price shall be paid upon the later of: (a) three (3) Business Days from entry of an order approving the Sale; or (b) thirty (30) days from the filing of the motion seeking approval of the Sale.

3. **Subject to Overbid.** The Sale shall be subject to overbid and approval by the Bankruptcy Court. The opening overbid price shall be \$25,000 subject to the same terms of this agreement and subsequent bids shall be accepted in increments of no less than \$10,000.

4. **Warehouse Premises.** To the extent that the Buyer arranges for occupancy of the building, Buyer shall be responsible for occupancy costs immediately upon entry of the order approving the Sale. Occupancy of the warehouse shall not be a condition of this sale which sale shall be final upon court approval and Buyer shall be responsible for removal of all Assets following approval of sale. The Buyer shall remove the Assets within thirty (30) days of entry of the order approving the Sale at the Buyer's expense including the per diem cost for the Warehouse commencing fifteen (15) days after entry of the Order approving the Sale, unless Buyer makes other arrangements with Warehouse at no cost or liability to the Estate.

5. **Sale Motion.** After the Parties execute this Agreement and the Trustee receives the Deposit, the Trustee shall file a motion for an order approving the Sale, as is where is, free and clear of any interests and liens, subject to overbid, as well as a notice of hearing of the Sale, and shall otherwise comply with the notice requirements under the Federal Rules of Bankruptcy Procedure. In the event the Purchaser is not approved as the successful bidder at the Sale hearing, or if this Agreement is not approved by the Bankruptcy Court for any reason, the Trustee shall return the Deposit to Purchaser and this Agreement between Purchaser and the Trustee shall be of no further force or effect.

6. **As-Is Where-Is Sale. Purchaser agrees to purchase the Assets from the Trustee on an AS-IS, WHERE-IS basis. Purchaser acknowledges that the Trustee makes no representations or warranties in connection with the Sale, and expresses no opinions regarding tax consequences of the Sale, if any. For the avoidance of any doubt, the parties agree that this sale is not conditioned upon the Buyer's lease of the Warehouse Premises.**


7. **Liquidated Damages.** If Purchaser fails to complete the Sale contemplated by this Agreement for any reason, other than the Trustee's default, the Trustees shall retain the Deposit as liquidated damages and shall be released from any further obligation to sell the Assets to Purchaser.

Purchaser Initials: _____ Trustee Initials: _____

8. **Notices.** All notices, requests, approvals, consents and other communications required or permitted under this Agreement must be in writing and delivered to the parties at the addresses set forth below or at such other address as they individually may specify thereafter in writing:

Trustee: Elissa D. Miller
333 South Grand Avenue, Suite 3400
Los Angeles, California 90071

With a copy to: Leech Tishman
200 South Los Robles Avenue
Suite 300
Attention: Robyn B. Sokol
rsokol@leechtishman.com

Purchaser: Pegaso Gallery Design
Attention: George Gomez, its 
6812 Melrose Avenue
Los Angeles, California
Pegasogi@yahoo.com

Such notice or communication may be mailed by United States mail or may also be delivered by hand, overnight delivery (with an email copy of such notice), email or by any other method or means permitted by law. Notice given in accordance with the foregoing shall be deemed received when personally received or forty-eight (48) hours after placed in the mail in accordance with the foregoing requirements.

9. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the Trustee and the Purchaser and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. This Agreement may not be amended or in any manner modified unless such amendment or modification is in writing and signed by both parties.

10. **Benefits and Binding Effect.** All provisions contained in this Agreement or any document referred to herein or relating hereto shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Trustee and the Purchaser.

11. **Bankruptcy Court Jurisdiction.** The United States Bankruptcy Court for the Central District of California – Los Angeles Division shall retain sole and exclusive jurisdiction to interpret and enforce the terms of this Agreement.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument, and copies or facsimiles of execution signatures shall be equivalent to original signatures.

THIS AGREEMENT has been duly executed as of the day and year first above written.

PURCHASER:

Pegaso Gallery Design

By: 

George Gomez

[Signatures Continued on Next Page]

**CHAPTER 7 TRUSTEE FOR THE BANKRUPTCY
ESTATE OF MARK ABBEY SLOTKIN**

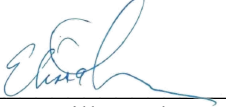
By: 
Elissa D. Miller, Chapter 7 Trustee

EXHIBIT 1

Asset Exclusions

All items from the first Antiquarian Traders Auction are Excluded as per the lot # and descriptions below

- 1 A Wooton Victorian Renaissance Revival secretary cabinet
- 2 An American Victorian leaded glass window
- 3 A Victorian Renaissance Revival bedroom set
- 4 A pair of Victorian Renaissance Revival side chests
- 5 A Steinway Fancy "D" grand piano
- 6 A figural leaded glass window
- 7 A Victorian Renaissance Revival pool table
- 8 Carl Rungius (American, 1869-1959)
- 9 A Horner-style parlor set
- 10 An American Victorian leaded glass window
- 11 Paul Emile Boutigny (French 1854-1929)
- 12 A pair of Empire-style lapis and gilt-metal urns
- 13 A monumental Baccarat chandelier
- 14 A Biedermeier-style secretary desk
- 15 A Persian Heriz rug
- 16 After Alexander Colonel (French 1823-1889)
- 17 A French Egyptian Revival clock and garniture set
- 18 A pair of Egyptian Revival marble pedestals
- 19 A contemporary game table with chess set
- 20 Henri Michel Antione Chapu (French 1833-1891)
- 21 A French bronze chandelier
- 22 A French bronze chandelier
- 23 A Moore Victorian cabinet desk
- 24 An American Victorian leaded glass window
- 25 An American Victorian walnut roll-top desk
- 26 A French Neoclassical-style gilt-bronze clock set
- 27 A Louis XVI-style inlaid bedroom set
- 28 A Biedermeier-style secretary desk
- 29 A pair of Gallé Art Nouveau "bonheur du jour" desks
- 30 A Louis Majorelle-style French Art Nouveau bed set
- 31 A Louis Majorelle early Art Deco desk and chair
- 32 A French Art Nouveau bedroom set, attributed to Louis Majorelle
- 33 A French Louis XV-style secretary desk
- 34 A pair of black marble gilt-bronze floor urns
- 35 A French Louis XV-style bombe commode
- 36 A French Belle Époque bronze chandelier
- 37 A French Louis XV-style clock and garniture set
- 38 A French-style cabinet
- 39 A French Empire-style roll-top desk
- 40 A French Empire-style vitrine

41 A French Empire-style vitrine
42 A pair of French bronze and marble tazzas
43 A Victorian-style mantel clock and garniture set
44 A pair of French marble-top cabinets
45 A leaded glass window
46 A Victorian Bradley & Hubbard-style hanging hall fixture
47 An American oak roll-top desk
48 William Scott Jennings (American b. 1952)
49 A Moore's folding cabinet
50 Pair of Egyptian Revival cast stone sphinxes
51 A Victorian-style partner's desk
52 Horace Richebe (French 1871-1964)
53 A Steinway Fancy "D" grand piano
54 A Chinese Nichols-style rug
55 A French Napoleon III "bonhuer du jour" desk
56 19th Century British School, 19th Century British School
57 Manner of George Henry Harlow (British 1787-1819)
58 A pair of French gilt-bronze candelabra
59 A French vitrine/bibliothEque cabinet
60 A French mantel clock, Perrelet
61 A Lalique Cactus Table
62 Walter Furlan ((1931-2018)
63 Walter Furlan ((1931-2018)
64 A brass and feather cocktail table
65 Three Art Deco/Machine Age tables with glass tops
66 A pair of Art Deco bronze hanging lanterns
67 An Art Deco Chinese Nichols-style rug
68 A pair of Machine Age-style torchiEres
69 An Art Deco desk
70 A pair of Art Deco-style onyx pedestals
71 A metal and marble double-eagle table
72 Friedrich Gornik (Austrian 1877-1943)
73 A pair of Art Deco-style onyx pedestals
74 An Art Deco dining/conference table and chairs
75 An Art Deco Chinese Nichols-style rug
76 A French Art Deco floor standing dressing mirror
77 A French Art Deco buffet and server
78 A French majolica jardiniEre and pedestal
79 After Rembrandt Bugatti ((1885-1916)
80 A pair of Machine Age-style torchiEres
81 An American Streamline Art Deco executive desk
82 A pair of Machine Age-style table lamps
83 A pair of Continental Art Deco-style nightstands

84 An Art Deco French figural mantel clock
85 An Egyptian Revival mantel clock and garniture set
86 A brass sabretooth tiger skull sculpture
87 A Chinese Nichols-style rug
88 A Chinese area rug
89 An American leaded glass door and window suite
90 An American Victorian leaded glass window
91 An American Victorian Renaissance Revival cabinet
92 An American Victorian leaded glass window
93 An American carved pier glass mirror
94 A Framed American School Portrait of a Gentleman
95 A Wm. Knabe & Co. concert grand piano
96 A French gilt-bronze chandelier
97 A pair of Continental figural leaded glass windows
98 A French Napoleon III "bonhuer du jour" desk
99 A carved marble sculpture of a peasant with wheat
100 Giordano Giovanetti (Italian 1906-1973)
101 A Victorian Renaissance Revival cabinet
102 A leaded glass window
103 An Art Nouveau dining room set
104 A Louis Majorelle-style French Art Nouveau curio cabinet
105 A Louis Majorelle-style French Art Nouveau dining set
106 A Louis Majorelle-style French Art Nouveau buffet
107 A pair of Art Nouveau figural sconces
108 A French gilt-bronze chandelier
109 A Continental Art Nouveau dining room set
110 A Louis Majorelle-style French Art Nouveau dining set
111 A pair of Royal Dux pottery vases
112 A Chinese Nichols-style rug
113 A French gilt-bronze chandelier
114 An Art Nouveau dining set, attributed to Hector Guimard
115 A Louis Majorelle-style French Art Nouveau server
116 An American Victorian leaded glass window
117 A Chinese Nichols-style rug
118 An Italian carved wood dining set
119 A Victorian partner's desk
120 An Eastlake Victorian desk chair
121 19th Century Continental School, 19th Century Continental School
122 19th Century Continental School, 19th Century Continental School
123 A Wm. Knabe & Co. concert grand piano
124 A Horner-style buffet and server
125 An American oak dining room table
126 A set of American oak armchairs

- 127 A French gilt-bronze mantel clock
- 128 A French-style cabinet
- 129 A pair of d'orE figural andirons
- 130 After Francois de Troy (French 1645-1730)
- 131 A bronze bust of a female figure
- 132 A pair of American Empire Revival candelabras
- 133 A crystal chandelier
- 134 An American Horner-style oak sideboard
- 135 An American oak vitrine cabinet
- 136 An American Horner-style dining table
- 137 A set of Horner-style chairs
- 138 A Horner-style bibliothEque/china cabinet
- 139 An American oak sideboard
- 140 A large Horner-style dining room table
- 141 A pair of Elkington silvered-bronze Shakespearian plaques
- 142 A Victorian gilt-bronze chandelier
- 143 A spelter figural sculpture
- 144 An American Victorian Renaissance Revival Bed
- 145 An American Victorian Renaissance Revival vanity dresser
- 146 A pair of American Victorian Renaissance Revival side chests
- 147 A Weller Dickens Ware jardiniEre and pedestal
- 148 An American oak hall bench
- 149 An American leaded glass table lamp
- 150 A pair of marble pedestals
- 151 A marble pedestal
- 152 A pair of American Empire Revival candelabras
- 153 A Victorian Rococo Revival EtagEre
- 154 A Chinese Nichols-style rug
- 155 An American Victorian Renaissance Revival side table
- 156 A bronze banker's table
- 157 A pair of gilt-bronze and crystal pedestals
- 158 An American brass and glass banking table
- 159 A figural landscape leaded glass window
- 160 A Neoclassical-style library table
- 161 An American Art Nouveau brass and frosted glass chandelier
- 162 An American Victorian gilt-metal chandelier
- 163 A steel and brass roll-top desk
- 164 Two Jugendstil occupational commemorative tapestries
- 165 A pair of bronze Egyptian Revival candelabra
- 166 A pair of Victorian obelisks
- 167 A bronze winged lion lamp base
- 168 A monumental French-style buffet
- 169 A pair of Classical-style carved busts

170 An assembled Rococo Revival-style bedroom set
171 A German Black Forest marquetry tilt-top table
172 A pair of cast-bronze Empire-style chandeliers
173 A pair of Victorian figural chandeliers
174 A set of Continental terracotta architectural panels
175 Follower of Joseph Highmore (1692-1780, British)
176 An American Victorian leaded glass window
177 A group of Continental bronze table and desk items
178 Henry John Hudson (English 1881-1910)
179 A Horner-style sideboard
180 19th Century Continental School, 19th Century Continental School
181 A Horner-style mahogany and marble console table
182 19th Century Continental School, 19th Century Continental School
183 A Horner-style sideboard
184 A carved marble statue depicting a young girl with dog
185 A pair of Edwardian-style sconces
186 A Victorian butler's cabinet/buffet
187 A pair of French-style Egyptian Revival brass urns
188 A carved mahogany four-poster bed
189 A French Louis XVI-style executive desk
190 A French Empire-style bookcase
191 A pair of American Empire Revival candelabras
192 A Continental bronze garniture set
193 A German pottery jardiniere and pedestal
194 An Ansonia tall case clock
195 A carved marble bust of Caesar
196 A carved marble bust of Athena
197 An American Victorian Renaissance Revival hunt sideboard
198 An American Victorian leaded glass window
199 A Victorian Renaissance Revival cabinet
200 An American Victorian leaded glass window
201 An American Victorian Rococo Revival Etagere
202 A French Provincial armoire
203 An American Gothic Revival parlor suite
204 A set of American oak armchairs
205 A Renaissance Revival parlor suite
206 A set of twelve armchairs
207 A French Napoleon III bronze and glass chandelier
208 An American Victorian Rococo Revival server/Etagere
209 An American Victorian bronze chandelier
210 An American Victorian Renaissance Revival library table
211 A set of gilt-bronze beetles
212 A pair of cast brass ewers

213 A Victorian Renaissance Revival pier mirror
214 A pair of Victorian figural putti wall sconces
215 An American Victorian parlor suite
216 A French Art Nouveau-style marquetry cocktail table
217 An Art Nouveau-style cocktail table
218 An American Edwardian bronze and glass chandelier
219 A French Art Nouveau parlor suite, attributed to Louis Majorelle
220 A Louis Majorelle two-tiered "Au Gui l'an Neuf" table
221 A Limoges porcelain fish set
222 A French Art Nouveau tiered pastry table
223 A WMF Jugendstil silver plate tea service
224 A French wrought iron console table
225 A Louis Majorelle-style French Art Nouveau cabinet
226 A WMF Jugendstil silver plate tea set
227 A French Art Nouveau tiered pastry table
228 A Louis Majorelle-style French Art Nouveau side table
229 An Art Nouveau pottery table mirror, attributed to Royal Dux
230 A Royal Dux Art Nouveau pottery vase
231 An Austrian figural faience sculpture
232 An Art Nouveau game table, attributed to Camille Gauthier
233 A French Art Nouveau Side Table
234 A Louis Majorelle two-tiered pastry table
235 A German Jugendstil lidded tureen
236 A WMF-style silver plate and glass punchbowl
237 A French Art Nouveau tiered pastry table
238 A German Secessionist silver plate punch set
239 A pair of French demi-lunes
240 Three Royal Dux pottery vases
241 A Victorian bronze chandelier
242 A silver repoussé wall mirror
243 A pair of Continental Art Nouveau vases
244 A Gallé tiered marquetry plant stand
245 A French Art Nouveau inlaid table
246 A French-style bronze chandelier
247 A Royal Worcester dinner service
248 A large Empire-style executive desk
249 An Egyptian Revival bronze and marble mantel clock
250 An Empire-style double-door showcase vitrine
251 A French gilt-bronze inkwell
252 A Royal Worcester dinner service
253 A French Boulle cabinet
254 A French Empire chaise longue
255 An Egyptian Revival vitrine cabinet

256 A French Egyptian Revival clock and garniture set
257 A Victorian Aesthetic pier mirror
258 An Eastlake Victorian marble-top table
259 A group of Royal Worcester serving pieces
260 An Empire-style mahogany double pedestal desk
261 A French Empire-style bronze pedestal center bowl
262 An American Empire-style bronze chandelier
263 A clear cut-glass chandelier
264 A pair of Rococo-style sconces
265 A Continental bibloteque
266 A Continental bibloteque
267 A Royal Worcester dinner service
268 A pair of Continental bronze table lamps
269 A bronze centerpiece bowl
270 A group of silver plated items
271 An American Renaissance Revival parlor table
272 A Victorian Egyptian Revival clock and garniture set
273 An Empire-style two-tone patinated metal chandelier
274 A pair of Empire-style figural candelabra
275 A pair of Empire-style mahogany floor standing candelabra
276 A French Empire-style bookcase
277 A French Empire-style desk
278 An Edwardian-style bronze and alabaster chandelier
279 An American Victorian Renaissance Revival parlor set
280 A Victorian Rococo Revival demi-lune table
281 A pair of Victorian Renaissance Revival armchairs
282 An American Renaissance Revival/Eastlake parlor table
283 A pair of American Victorian Renaissance Revival armchairs
284 An American Victorian Renaissance Revival secretary bookcase
285 An American Renaissance Revival center table
286 An American Eastlake Victorian parlor table
287 A near-pair Victorian Renaissance Revival chairs
288 A carved mahogany and marble-top console table
289 An American Victorian Renaissance Revival inlaid center table
290 A Victorian Renaissance Revival parlor suite
291 An American Victorian Renaissance Revival mantel mirror
292 An Italian Renaissance Revival library table
293 A Renaissance Revival cocktail table
294 A Victorian Revival console table
295 A pair of Victorian-style leather armchairs with footstools
296 A Victorian Renaissance Revival parlor suite
297 A monumental American bronze chandelier
298 A Victorian Renaissance Revival pier mirror

299 Three Victorian silver boxes
300 A monumental three-door walnut bookcase
301 A pair of Eastlake Victorian armchairs
302 A Victorian Renaissance Revival mantel and pier mirror
303 A Victorian carved walnut settle
304 An Egyptian Revival clock and garniture set
305 A Victorian EtagEre
306 A Victorian Renaissance Revival pier mirror
307 A pair of Italian Renaissance Revival arm chairs
308 A large Eastlake Victorian secretary bookcase
309 An American Renaissance Revival mantel wall mirror
310 A Victorian Renaissance Revival mantel and pier mirror
311 A pair of American Victorian Renaissance Revival armchairs
312 An American Victorian Renaissance Revival coffee table
313 A near-pair of Victorian armchairs
314 An American Eastlake ladies writing desk
315 An American Victorian Renaissance Revival side cabinet
316 A pair of American Victorian armchairs
318 A leaded arched glass window
319 A rouge marble and bronze mantle clock
320 An American Victorian Renaissance Revival console table and mirror
321 An American Victorian Meeks-style parlor suite
322 A French Empire-style bronze chandelier
323 A Victorian Meeks-style parlor suite
324 A French Egyptian Revival clock and garniture set
325 A set of devotional leaded glass windows
326 A Neoclassical-style library table
327 19th Century Continental School, 19th Century Continental School
328 A French-style bronze chandelier
329 An American Eastlake Victorian library table
330 An American Victorian Rococo Revival wall mirror
331 An American Victorian Renaissance Revival inlaid library table
332 A leaded glass window
333 A French bronze mantel clock and candelabra
334 A French Louis XV-style bureau plat
335 19th Century English School
336 A pair of banquet lamps
337 An American Victorian Renaissance Revival executive desk
338 An American swivel armchair
339 A Victorian Classical Revival parlor set
340 A pair of Italian Renaissance-style figural scones
341 A French gilt-bronze chandelier
342 An American Victorian Renaissance Revival parlor set

343 A pair of Victorian black slate and bronze candelabrum
344 A Victorian slate and bronze mantel clock
345 A Victorian Rococo demi lune console table
346 A Renaissance Revival inlaid parlor table
347 An American Victorian oil on canvas group portrait
348 An American Edwardian bronze and glass chandelier
349 An Italian carved walnut library table
350 A monumental executive desk
351 A pair of Empire Revival candelabra
352 An American brass clock with garniture
353 An American Victorian Renaissance Revival inlaid library table
354 A Victorian Renaissance Revival mantel and pier mirror
355 An American Victorian cheval mirror
356 An American Eastlake Victorian parlor cabinet
357 A Victorian parlor suite
358 A pair of American armchairs
359 An American Victorian Renaissance Revival parlor set
360 A pair of Victorian Renaissance Revival armchairs
361 A pair of French bronze candelabra
362 French Neoclassical-style clock and garniture set
363 An American Victorian Renaissance Revival parlor/library table
364 A gilt-bronze chandelier
365 An American Victorian Renaissance Revival cabinet
366 A pair of Victorian Renaissance Revival settees
367 An American Victorian Renaissance Revival vanity
368 An American R.J. Horner vanity with mirror
369 A large Renaissance Revival mantel mirror
370 An American Victorian leaded glass window
371 A gilt-bronze chandelier
372 A pair of Edwardian-style sconces
373 A late English Victorian dining room table
374 A set of English Victorian dining chairs
375 A pair of Victorian metal ewers
376 A Victorian silver plate tipping server
377 An American Eastlake Victorian silver plate tea service
378 An American Victorian EtagEre
379 An American Victorian Renaissance Revival cabinet
380 A Victoria Renaissance Revival parlor table
381 A leather executive desk chair
382 An Eastlake Victorian-style executive swivel chair
383 An American Victorian Renaissance Revival executive office chair
384 A framed Asian export embroidery with American eagle and flags
385 A framed Asian export embroidery with American eagle and flags

386 An antique silk embroidered sailor's souvenir
387 An antique silk embroidered sailor's souvenir
388 A Chippendale-style mahogany executive desk
389 An American Renaissance Revival swivel desk chair
390 A pair of gilt-bronze candelabra
391 A bronze footed centerpiece
392 A pair of French Old Paris porcelain vases
393 A set of American Victorian leaded glass windows
394 A group of silver plate desk items
395 A carved marble bust of Caesar
396 An American Victorian crystal chandelier
397 A pair of French Rococo-style d'ore candelabra
398 A bronze and marble figural inkwell
399 An Eastlake-inspired executive desk
400 A French bronze pendant chandelier
401 A French painted bedroom set
402 A large American leaded glass window
403 A figural leaded glass window
404 A Continental figural leaded glass window
405 A monumental executives desk
406 An American Victorian Renaissance Revival high swivel chair
407 An American Victorian Renaissance Revival desk chair
408 An American Victorian Renaissance Revival pedestal
409 A Continental inlaid lap-desk
410 An American Wheeling-style peach blow glass vase
411 An American Victorian twist leg end table, attributed to Merklen Brothers NY
412 A figural leaded glass window
413 A walnut and grey marble tripod side table
414 A Greco-Roman Revival clock and garniture set
415 A Meridien Victorian Aesthetic Movement silver plate tea service
416 An American Brilliant cut glass pitcher
417 A Victorian silver-plated tipping server
418 A Victorian brass chandelier
419 An Italian executive desk
420 A Continental carved wood bedroom set
421 A French-style brass clock and candelabra set
422 An American Victorian marble-top center table
423 A Victorian silver-plated tipping server
424 A carved oak executive desk with brass hardware
425 An Eastlake Victorian office chair
426 An American Victorian Renaissance Revival console
427 A bronze and onyx mirrored wall shelf
428 A French-style bronze chandelier

429 A set of French Louis XVI-style gilt-bronze chenets
430 A French bronze inkwell
431 A pair of bronze andirons
432 A pair of French bronze tazzas
433 A French bronze and rouge marble figural clock
434 A Boulle console cabinet
435 A French Boulle writing table
436 A French Boulle library table
437 A French bronze tazza
438 A French Louis XV-style bureau plat
439 A French Louis XV-style vitrine cabinet
440 A French Louis XVI-style game table
441 A pair of gilt-metal eagle bookends
442 A French Art Nouveau pewter tea set
443 A Victorian silver-plated tipping server
444 A group lot of American silver plate
445 A Victorian Reed & Barton silver plate pitcher
446 An American Eastlake Victorian silver plate tea service
447 An American golden oak roll-top desk
448 A group of Roseville jardiniEres and pedestals
449 fA ship model
450 A schooner ship model
451 A rotating bookcase with game board top
452 A Victorian Rogers & Brothers silver plate tipping server
453 An American Victorian Aesthetic Movement silver plate tea service
454 An Art Deco console table
455 A French Art Deco marble clock and garniture set
456 A near-pair of bronze lion bookends
457 An Art Deco pendant chandelier
458 A group of Art Deco-style sconces
459 Two pairs of Art Deco-style sconces
460 An Art Deco-style table sculpture
461 A black marble pedestal
462 A pair of patinated bronze candelabra and center bowl
463 A pair of patinated bronze candelabra
464 A Continental Art Deco-style mixed-wood dinning table with chairs
465 Pair of Art Deco armchairs
466 DemEtre Haralamb Chiparus (Romanian 1886-1947)
467 A pair of Art Deco club chairs
468 An American Art Deco black marble desk set
469 An Art Nouveau WMF pewter coffee and tea service
470 A Chinese occasional table
471 A Chinese cloisonnE charger plate

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:
200 S. Los Robles Avenue, Suite 300, Pasadena, CA 91101.

A true and correct copy of the foregoing document entitled: **MOTION BY CHAPTER 7 TRUSTEE TO: (1) APPROVE SALE OF CERTAIN PERSONAL PROPERTY OF ESTATE FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES WITH LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, TO ATTACH TO PROCEEDS PURSUANT TO 11 U.S.C. § 363 (b) AND (f); (2) APPROVE OVERBID PROCEDURES; (3) DETERMINE THAT BUYER IS ENTITLED TO PROTECTION PURSUANT TO 11 U.S.C. § 363(m); (4) AUTHORIZE PAYMENT OF FINAL COSTS TO AUCTIONEER MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATIONS OF ELISSA D. MILLER AND JEFF TANENBAUM IN SUPPORT THEREOF** 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 **June 22, 2022**, 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:

- Leslie A Cohen leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com; olivia@lesliecohenlaw.com
- Jon H Freis jon@jhflaw.net
- David M Goodrich dgoodrich@wglp.com, kadele@wglp.com; lbracken@wglp.com; wglp@ecf.courtdrive.com; gestrada@wglp.com
- Steven T Gubner sgubner@bg.law, ecf@bg.law
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- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Michael A Wallin mwallin@wallinrussell.com
- Jennifer H Wang jwang@cookseylaw.com, jwang@ecf.courtdrive.com
- Jessica Wellington jwellington@bg.law, ecf@bg.law

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On **June 22, 2022**, 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.

Honorable Sheri Bluebond
United States Bankruptcy Court
Central District of California
255 E. Temple Street, Suite 1534
Los Angeles, CA 90012

Mark Slotkin
7111 Santa Monica Blvd., Suite B
P.O. Box 401
West Hollywood, CA 90069

☐ 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.

June 22, 2022
Date

Lydia Moya
Printed Name

/s/ Lydia Moya
Signature