

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address JEREMY W. FAITH (SBN 190647) Jeremy@MarguliesFaithLaw.com SAMUEL M. BOYAMIAN (SBN 316877) Samuel@MarguliesFaithLaw.com MARGULIES FAITH LLP 16030 Ventura Boulevard, Suite 470 Encino, CA 91436 Telephone: (818) 705-2777 Facsimile: (818) 705-3777 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Sandra K. McBeth, Chapter 7 Trustee	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - NORTHERN DIVISION**

In re: BARON BROTHERS NURSERY, INC., Debtor(s).	CASE NO.: 9:23-bk-10157-RC CHAPTER: 7 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 08/08/2023	Time: 2:00 pm
Location: Courtroom 201, 1415 State Street, Santa Barbara, California 93101	

Type of Sale: Public Private **Last date to file objections:** 14 days prior to the hearing date.

Description of property to be sold: Equipment - (i) one 1986 Western Star 3 Axle Crane Truck; (ii) one 1999 International Crane Truck; (iii) one 1981 Great Dane Drop-Deck trailer; (iv) one 1968 Kentucky Lowboy Drop-Deck trailer; and (v) one 10x6 foot potting wagon (collectively, the "Assets").

Terms and conditions of sale: The Trustee will sell the property "as-is" "where-is", without any representations or warranties of any kind, subject to overbid at the hearing.

Proposed sale price: \$ 42,430.00

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): See the attached "Overbid Procedures."

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

Date: August 8, 2023

Time: 2:00 p.m.

Place: Courtroom 201

1415 State Street

Santa Barbara, California 93101

Appearances may be made by Zoom as well. See attached.

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

Jeremy W. Faith Esq. or Samuel M. Boyamian, Esq.

MARGULIES FAITH, LLP

16030 Ventura Blvd., Suite 470

Encino, CA 91436

Telephone: (818) 705-2777

Facsimile: (818) 705-3777

E-mail: Jeremy@MarguliesFaithLaw.com

Email: Samuel@MarguliesFaithLaw.com

Date: 07/18/2023

OVERBID PROCEDURES

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2 While Sandra K. McBeth, Chapter 7 Trustee for the Bankruptcy Estate of Baron
3 Brothers Nursery, Inc. ("Trustee"), is prepared to consummate the sale with the JAS
4 Plants Sales, Inc., a California corporation ("Purchaser"), she is also interested in
5 obtaining the maximum price for the five pieces of equipment, which are: (1) one 1986
6 Western Star 3 Axle Crane Truck; (2) one 1999 International Crane Truck; (3) one 1981
7 Great Dane Drop-Deck trailer; (4) one 1968 Kentucky Lowboy Drop-Deck trailer; and
8 (5) one 10x6 foot potting wagon (collectively, the "Assets") as reflected in the Asset
9 Sale and Purchase Agreement (the "Purchase Agreement"), a true and correct copy of
10 which is attached hereto as **Exhibit 1**. The Trustee has accepted an offer for the
11 Assets from the Purchaser of \$42,430 (the "Purchase Price"), itemized as follows:

12	1986 Western Star Crane Truck -	\$15,695
13	1999 International Crane Truck -	\$15,695
14	1981 Great Dane Drop-Deck -	\$ 5,000
15	1968 Kentucky Lowboy Drop-Deck -	\$ 5,000
16	<u>10x6 ft. Potting Wagon -</u>	<u>\$ 500</u>
17	Total =	\$42,430

18 However, the sale is subject to overbid and the Trustee seeks approval of the
19 following overbid procedures:

- 20 1. Each potential bidder (other than the Buyer) in order to qualify as a bidder at the
21 Hearing, shall:
- 22 a. attend the hearing on the Motion or be represented by an individual with
23 authority to participate in the overbid process;
 - 24 b. bid on the identical terms as the Buyer including, but not limited to, an "as-is,
25 where-is" basis, with no representations or warranties regarding the Assets
26 (as defined in the Motion) and with no contingencies; and
 - 27 c. Prior to the hearing, overbidders (except for the Purchaser) must deliver a
28 deposit to the Trustee's counsel, at the address stated on the first page

1 hereof, by way of cashier's check in an amount equal to the initial overbid
2 amount for each separate asset they intend to bid for (for example, a party
3 bidding on the 1986 Western Star and the 1968 Kentucky would need to
4 provide a deposit of \$24,195, the initial overbid purchase price) made
5 payable to "Sandra K. McBeth, Chapter 7 Trustee," (the "Deposit"); In her
6 sole discretion, the Trustee may waive the deadline for submission of
7 overbids. The acceptance of any overbid from a qualified bidder will be in the
8 Trustee's sole discretion and may be made prior to or at the time of hearing
9 to confirm the sale.¹

10 2. An overbid will be defined as an initial overbid for each of the Assets as follows:

Equipment	Initial Overbid	Additional Increments
1986 Western Star – truck	\$18,195	\$1,000
1999 International – truck	\$18,195	\$1,000
1981 Great Dane – trailer	\$6,000	\$500
1968 Kentucky – trailer	\$6,000	\$500
10x6 ft. Potting Wagon	\$750	\$100

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18 3. If qualified overbids are received and accepted by the Trustee, an auction will be
19 held at the time of the hearing on the Trustee's motion for approval of the Proposed
20 Sale. The Trustee will propose to the Court that each overbid at the hearing be set at
21 the rates or amounts identified above for each Asset.

22 4. In the event the Trustee receives multiple Overbids in the same amount, the
23 Trustee will accept the Overbids in the order they are received such that only the
24 overbidder submitting such bid first will be deemed to have made a bid in such amount
25 and the other overbidders must increase their bid to be eligible to purchase the Assets.

26
27 _____
28 ¹ If the Trustee determines at or before the hearing that the bidding procedures should
be altered, the Trustee will so apprise the Court at or before the hearing and will
request approval of the bidding procedures as revised.

1 5. At the conclusion of the auction, the Trustee will have the right, based solely on
2 his business judgment and sole discretion, to recommend to the Court for confirmation
3 the offer that the Trustee determines is the best overall offer.

4 6. If the Court approves the sale to a bidding party (hereinafter the “Successful
5 Bidder”), the Successful Bidder will be bound by all of the terms of the Purchase
6 Agreement except as to price, without contingencies (including any financing
7 contingency). The Successful Bidder’s Deposit will be retained by the Trustee and will
8 be applied to the sale price. The Successful Bidder’s Deposit will be non-refundable in
9 the event that, for any reason whatsoever, the Successful Bidder fails to close the sale
10 timely.

11 7. The closing will take place as soon as practicable after entry of the Court's Sale
12 Order within 14 calendar days of entry of the order confirming the sale. The Trustee
13 and the Successful Bidder may mutually agree in writing to extend the time for closing.

14 8. In her sole discretion, the Trustee may request that the Court confirm a “Back-
15 Up Buyer” so that if the Successful Bidder does not close timely the Trustee may sell
16 the Assets to the Back-Up Buyer for the amount of such Back-Up Buyer’s last bid. The
17 Back-Up Buyer’s Deposit will be retained by the Trustee. If the sale to the Successful
18 Bidder does not close timely, the Trustee will advise the Back-Up Buyer accordingly.
19 The closing will take place on or before fourteen (14) calendar days following the date
20 on which the Trustee gives notice to the Back-Up Buyer of the Successful Bidder’s
21 failure to close. The Back-Up Buyer will be bound by all of the terms of the Purchase
22 Agreement except as to price, without contingencies (including any financing
23 contingency). The Back-Up Buyer’s Deposit will be applied to the sale price. The
24 Back-Up Buyer’s Deposit will be non-refundable in the event that the Back-Up Buyer
25 fails to close the sale timely.

26 9. If a qualified overbidder is not the Successful Bidder or the Back-Up Buyer, the
27 overbidder’s Deposit will be returned to the overbidder within ten court days from the
28 date of the hearing. If the sale to the Successful Bidder closes, the Back-Up Buyer’s

1 Deposit will be returned to the Back-Up Buyer within ten (10) court days from the date
2 of closing.

3 **IN THE EVENT THAT ANY BUYER FAILS TO PERFORM, THE DEPOSIT**
4 **WILL BE FORFEITED. ALL SALES ARE AS IS, WHERE IS, WITHOUT**
5 **REPRESENTATIONS, WARRANTY OR RECOURSE.**

6 **ZOOM INFORMATION FOR THE AUGUST 8, 2023 HEARING ON THE CHAPTER 7**
7 **TRUSTEE'S MOTION FOR THE SALE OF ESTATE PROPERTY**
8 **IN RE: *BARON BROTHERS NURSERY, INC.***
9 **CASE NO. 2:23-bk-10157-RC**

10 Video/audio web address: <https://cacb.zoomgov.com/j/1614913016>

11 ZoomGov meeting number: **161 491 3016**

12 Password: **634713**

13 Telephone conference lines: **1 (669) 254 5252 or 1 (646) 828 7666**

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Exhibit 1

ASSET PURCHASE AGREEMENT

July 14, 2023

Between

JAS Plants Sales Inc.

and

Sandra K. McBeth, Chapter 7 Trustee for Baron Brothers Nursery, Inc.

This Asset Purchase Agreement ("Agreement") sets forth the terms and conditions of the purchase (the "Purchase") by JAS Plants Sales, Inc., a California corporation, ("Buyer" or "JAS"), from Sandra K. McBeth (the "Seller" or "Trustee", including Buyer, hereinafter referred to as the "Parties"), solely in her capacity as chapter 7 trustee for Baron Brothers Nursery, Inc. (the "Debtor"), Bankruptcy Case No. 9:23-bk-10157-RC (the "Case") for: (i) one 1986 Western Star 3 Axle Crane Truck; (ii) one 1999 International Crane Truck; (iii) one 1981 Great Dane Drop-Deck trailer; (iv) one 1868 Kentucky Lowboy Drop-Deck trailer; and (v) one 10x6 foot potting wagon (collectively, the "Assets"), belonging to the Debtor's bankruptcy estate (the "Estate"), which are located at 8860 Stockton Road, Moorpark, California 93021 (the "Stockton Site"). JAS and Trustee agree as follows:

RECITALS

A. On March 6, 2023, the Debtor commenced the above-captioned bankruptcy case (the "Bankruptcy Case") by the filing of a voluntary petition under Chapter 7 of Title 11 of the United States Code (the "Bankruptcy Code").

B. Sandra K. McBeth is the duly appointed and acting interim Chapter 7 Trustee of the Debtor's Estate.

C. Among the assets of the Estate are tractors, trucks, trailers, various machinery and equipment, and inventory consisting primarily of plants located at four separate locations in Ventura County, including the Stockton Site and the Camarillo Site.

D. Sabag Holdings, LLC ("SH") was the purchaser and successful overbidder of the remaining plant inventory that was the subject of the Trustee's most recent sale motion. On May 3, 2023, the Court approved the sale of the remaining plant inventory to SH for \$161,021.00 [Dkt. No.64].

E. JAS, which is owned and managed by the same individuals at SH, seeks to purchase the Assets to assist with its efforts to remove the remaining plant inventory it acquired from the Trustee, based on the following terms:

I. PURCHASE AND SALE OF REQUIRED ASSETS

1. **Agreement to Sell and Purchase Acquired Assets.** Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants

set forth in this Agreement, Seller agrees to sell, assign, transfer and convey to Buyer at the Closing (as defined in Section 5.2 below), and Buyer agrees to purchase and acquire from Seller at the Closing, all of Seller's right, title, and interest in and to all of the Acquired Assets (as defined in Section 2 below). The Acquired Assets will be sold, assigned, transferred and conveyed to Buyer (subject to Section V below) on the Closing Date "as is" and "where is", with no representations or warranties other than those specifically set forth below.

2. **Acquired Assets Defined.** As used in this Agreement, the term "Acquired Assets" means, collectively, Seller's right, title, and interest in two pieces of machinery equipment, (i) one 1986 Western Star 3 Axle Crane Truck; (ii) one 1999 International Crane Truck; (iii) one 1981 Great Dane Drop-Deck trailer; (iv) one 1868 Kentucky Lowboy Drop-Deck trailer; and (v) one 10x6 foot potting wagon, which are all located at the Stockton Site. The Trustee makes no warranties or representations as to the condition of the Assets. Buyer is not relying on the Trustee regarding the condition of the Assets for purposes of completing the Purchase, and Buyer has performed its own due diligence with respect to the actual property which constitutes the Acquired Assets.

3. **Asset Transfer; Passage of Title; Delivery**

(a) **Title Passage.** Except as otherwise provided in this Section, upon Closing, title to all of the Acquired Assets shall pass to Buyer; and Seller shall make available to Buyer possession of all the Acquired Assets. Further, upon Buyer's request, execute assignments, conveyances and/or bills of sale reasonably requested to convey to Buyer title to all the Acquired Assets, as well as such other instruments of conveyance as counsel for Buyer may reasonably deem necessary to effect or evidence the transfers contemplated hereby.

(b) **Delivery of Acquired Assets.** On the Closing Date (as defined in Section 5.2 below), Seller shall make available to Buyer possession of the Acquired Assets, provided however, that the expenses of retrieving, removing and transferring the Acquired Assets shall be borne exclusively by Buyer.

II. **PURCHASE PRICE; PAYMENTS**

1. **Purchase Price.** Buyer agrees to purchase the Acquired Assets for forty-two thousand four hundred thirty dollars (\$42,430.00) (the "Purchase Price"). Buyer shall provide the full Purchase Price to the Trustee upon execution of this Agreement, which shall become non-refundable in the event of a failure of Buyer to consummate the Purchase in a timely manner unless the failure of the consummation of the Purchase is due to the fault of the Trustee or the bankruptcy court denying the Trustee's request for approval of the Agreement, and this Agreement is terminated by Buyer due to a material breach or default. Should the bankruptcy court not approve this Agreement, or a third-party be the successful overbidder for the Assets, the Trustee shall return the Purchase Price to the Buyer within two (2) business days of entry of the bankruptcy court's order. Each Party shall be responsible for its own legal, accounting, and other fees and expenses related to the transactions contemplated by this Agreement.

III. **OBLIGATIONS ASSUMED**

1. Except as otherwise set forth herein, Buyer shall not assume or become obligated in

any way to pay any liabilities, debts or obligations of the Debtor or Trustee whatsoever, including but not limited to any liabilities or obligations now or hereafter arising from the Debtor's business activities that took place prior to the Closing or any liabilities arising out of or connected to the liquidation and winding down of Debtor's business liabilities, debts, and obligations of Debtor not expressly assumed by Buyer hereunder are hereinafter referred to as the "Excluded Liabilities."

2. The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto or make any person or entity a third-party beneficiary of this Agreement, or to obligate either party to any person or entity.

IV. REPRESENTATIONS AND WARRANTIES

1. JAS represents and warrants to the Trustee that JAS has all corporate power and authority to enter into this Agreement and consummate the Purchase; that JAS has taken all corporate action necessary to authorize this Agreement and the Purchase; and that this Agreement is a valid and binding obligation of JAS, enforceable in accordance with its terms, except as limited by applicable bankruptcy, state or other laws of general application or by general principles of equity that restrict the availability of equitable remedies.

2. Trustee represents and warrants to JAS that Trustee has the legal capacity, subject to bankruptcy court approval, to enter into this Agreement and consummate the Purchase; that Trustee is the duly appointed trustee in the Case; and that this Agreement is a valid and binding obligation of Trustee, enforceable in accordance with its terms, except as limited by applicable bankruptcy, state, or other laws of general application or by general principles of equity that restrict the availability of equitable remedies.

3. The Trustee makes no other representation or warranty, express or implied, to JAS, and hereby disclaims any representation or warranty, express or implied, with respect to the Acquired Assets or any other matter, including any representation or warranty as to merchantability, fitness for a particular purpose or future results, other than as expressly set forth in this Section. **EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, TRUSTEE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ASSETS AND JAS WILL ACCEPT THE PROPERTY AND THE ASSUMED LIABILITIES AT THE CLOSING "AS-IS, WHERE-IS" AND "WITH ALL FAULTS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED.**

V. CONDITIONS TO CLOSING

The closing of the Purchase shall be subject to the following conditions:

1. **Assignments and Transfers.** The negotiation, execution and delivery of any required assignment and transfer agreements.

2. **Closing Date.** Each Party will perform all acts required of such Party pursuant to this Agreement to enable the closing ("Closing") to occur on or before August 29, 2023 (the "Closing Date").

VI. CLOSING OBLIGATIONS

1. **Buyer's Closing Obligations.** At the Closing, Buyer shall deliver to Seller the following:

(a) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit A, signed by an authorized officer of Buyer on behalf of Buyer.

2. **Seller's Closing Obligations.** At the Closing, Seller shall deliver to Buyer the following:

(a) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit A, signed by the Trustee or by Trustee's counsel on behalf of Trustee.

VII. MISCELLANEOUS

1. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, excluding those laws that direct the application of the laws of another jurisdiction.

2. **Counterparts; Electronic Delivery.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Receipt by facsimile, scanned copy or portable document format (PDF) of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

3. **Headings.** The headings of the sections of this Agreement are for convenience and shall not by themselves determine the interpretation of this Agreement.

4. **Amendment of Agreement.** Any provision of this Agreement may be amended only by a written instrument signed by JAS and by the Trustee.

5. **Entire Agreement; Successors, Nominees, and Assigns.** This Agreement constitute the entire understanding between the Trustee and JAS in relation to the subject matter hereof. Any prior and contemporaneous agreement, discussion, understanding or correspondence between the Trustee and JAS regarding the purchase of the Assets is superseded by this Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective executors, administrators, heirs, successors, nominees and assigns of the parties.

7. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid), return receipt requested, or sent by Federal Express or similar overnight delivery service from which a receipt may be obtained, or sent by e-mail or facsimile (with confirmation that the email or fax was sent) to:

If to Seller: Sandra K. McBeth, Chapter 7 Trustee
c/o Jeremy W. Faith, Esq.
MARGULIES FAITH, LLP
16030 Ventura Blvd., Suite 470
Encino, California 91436
Facsimile: (818) 705-3777
Email: Jeremy@MarguliesFaithLaw.com

If to Buyer: JAS Plants Sales, Inc.
Attn: Jonathan Sabag
8768 Yolanda Ave.
Northridge, CA 91324
Facsimile: N/A
Email: jonathansabag@gmail.com

8. **Prior Understandings.** This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement, is intended as a final expression of such Parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understandings, agreements, representations and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

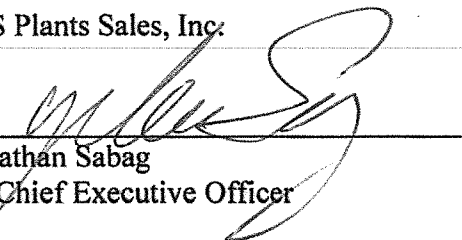
9. **Attorneys' Fees.** Each Party shall bear its/his/her own attorneys' fees, expenses and costs incurred in connection with the subject matter of this Agreement and the preparation of this Agreement. Nothing in this Agreement shall be interpreted or construed to waive or release any right of the Trustee and/or his professionals to seek compensation and reimbursement from the Estate.

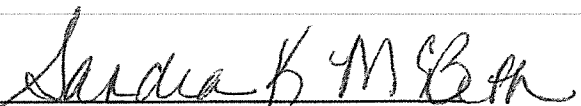
By their signatures below, the Parties hereby agree to the terms of this Agreement, consisting of pages numbered 1 through 5, herein:

BUYER:

SELLER:

JAS Plants Sales, Inc.

By: 
Jonathan Sabag
Its Chief Executive Officer

By: 
Sandra K. McBeth, Chapter 7 Trustee
for Baron Brothers Nursery, Inc.

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:
16030 Ventura Blvd., Suite 470, Encino, CA 91436

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)* 07/18/2023, 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)* 07/18/2023, 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.

JUDGE: Pursuant to Amended General Order 23-01 March 1, 2023, no Judge's copy is being served.

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.

07/18/2023
Date

Angela Saba
Printed Name

/s/ Angela Saba
Signature

ADDITIONAL SERVICE INFORMATION (if needed):

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

ATTORNEY FOR CHAPTER 7 TRUSTEE: Samuel Mushegh Boyamian samuel@marguliesfaithlaw.com, angela@marguliesfaithlaw.com, helen@marguliesfaithlaw.com, vicky@marguliesfaithlaw.com

ATTORNEY FOR CHAPTER 7 TRUSTEE: Jeremy Faith Jeremy@MarguliesFaithlaw.com, Helen@MarguliesFaithlaw.com; Angela@MarguliesFaithlaw.com; Vicky@MarguliesFaithlaw.com

ATTORNEY FOR INTERESTED PARTY: Andrew Goodman agoodman@andyglaw.com, Goodman.AndrewR102467@notify.bestcase.com

ATTORNEY FOR CREDITOR JOSE AYALA ORTIZ: Daniel A Higson - deanna@danhigsonattorney.com, higsondr45866@notify.bestcase.com

ATTORNEY FOR CREDITOR FIRST INSURANCE FUNDING: Marc A Lieberman marc.lieberman@flpllp.com, safa.saleem@flpllp.com

CHAPTER 7 TRUSTEE: Sandra McBeth (TR) jwalker@mcbethlegal.com, CA65@ecfbis.com;ecf.alert+McBeth@titlexi.com

ATTORNEY FOR FORMER SECURED CREDITOR A/SL DF V, LLC: Elissa Miller - elissa.miller@gmlaw.com

ATTORNEY FOR INTERESTED PARTY: Ronald Richards – ron@ronaldrichards.com

U.S. TRUSTEE: United States Trustee (ND) ustpregion16.nd.ecf@usdoj.gov

ATTORNEY FOR DEBTOR: William E. Winfield wwinfield@calattys.com, scuevas@calattys.com