

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 Blvd., Suite 470 Encino California 91436 Telephone: (818) 705-2777 Facsimile: (818) 705-3777 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor Ramiro S. Silva	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - NORTHERN DIVISION**

In re: RAMIRO S. SILVA, Debtor(s).	CASE NO.: 9:24-bk-10909-RC CHAPTER: 11 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 02/11/2025	Time: 1:00 pm
Location: Courtroom 201, 1415 State Street, Santa Barbara, California 93101 (Zoom appearances permitted)	

Type of Sale: Public Private **Last date to file objections:** 01/28/2025

Description of property to be sold:
 Debtor's real property commonly known as 332 & 334 W. Oliver Street, San Pedro, California 90731 (the "Property").

Terms and conditions of sale:
 Debtor is providing marketable title to the Property. The sale is otherwise "as-is", "where-is", "with all faults", and without representations or warranties of any kind and is not subject to any contingencies.

Proposed sale price: \$ 992,500.00

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 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: February 11, 2025

Time: 1:00 p.m.

Place: Courtroom 201

U.S. Bankruptcy Court

1415 State Street

Santa Barbara, CA 93101

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

JEREMY W. FAITH (SBN 190647)

Jeremy@MarguliesFaithLaw.com

SAMUEL M. BOYAMIAN (SBN 316877)

Samuel@MarguliesFaithLaw.com

MARGULIES FAITH, LLP

16030 Ventura Blvd., Suite 470

Encino California 91436

Telephone: (818) 705-2777

Facsimile: (818) 705-3777

Date: 01/21/2025

OVERBID PROCEDURES

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2 While the Debtor Ramiro S. Silva (“Debtor”) is prepared to consummate the sale
3 with the Buyer Li Tian (“Buyer”), he is also interested in obtaining the maximum price
4 for the Property. Therefore, the sale is subject to overbid and the Debtor seeks
5 approval of the following overbid procedures:

6 1. Unless the Debtor extends the time for bids to be submitted, by no later
7 than 12:00 p.m. on February 10, 2025, any party wishing to present an overbid must
8 deliver the following to the Debtor’s counsel at the law office of Margulies Faith LLP,
9 16030 Ventura Blvd., Suite 470, Encino, California, 91436, and email the Debtor’s
10 counsel such documents at: Jeremy@MarguliesFaithLaw.com and
11 Samuel@MarguliesFaithLaw.com:

12 (a) a deposit in the form of a cashier’s check in the amount of \$30,075.00
13 (3% of the initial overbid purchase price) payable to “Ramiro S. Silva”
14 (the “Deposit”); and

15 (b) written evidence to demonstrate to the reasonable satisfaction of the
16 Debtor in his sole discretion, that the proposed overbidder has the
17 financial ability to pay the full amount of the overbid and unconditionally
18 close the sale (e.g. pre-approved loan based on the buyer’s written
19 application and credit report, or have cash, and evidence of the same).

20 2. A party’s initial overbid must be no less than \$1,002,500 (i.e. \$10,000
21 above the current Purchase Price), with each additional bid in \$5,000 increments.

22 3. In his sole discretion, the Debtor may waive the deadline for submission of
23 overbids. The acceptance of any overbid from a qualified bidder will be in the Debtor’s
24 sole discretion and may be made prior to or at the time of hearing to confirm the sale.¹

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

1 4. If qualified overbids are received and accepted by the Debtor, an auction
2 will be held at the time of the hearing on the Debtor's motion for approval of the
3 proposed sale. The Debtor will propose to the Court that each overbid to be made at
4 the hearing be at least \$5,000 higher than the then-highest overbid.

5 5. In the event the Debtor receives multiple overbids in the same amount, the
6 Debtor will accept the overbids in the order they are received such that only the
7 overbidder submitting such bid first will be deemed to have made a bid in such amount
8 and the other overbidders must increase their bid to be eligible to purchase the
9 Property.

10 6. At the conclusion of the auction, the Debtor will have the right, based solely
11 on his business judgment and sole discretion, to recommend to the court for
12 confirmation the offer that the Debtor determines is the best overall offer.

13 7. If the court approves the sale to a bidding party (hereinafter the "Successful
14 Bidder"), the Successful Bidder will be bound by all of the terms of the Debtor's
15 proposed Purchase Agreement except as to price, without contingencies of any kind
16 (including any financing contingency). The Successful Bidder's Deposit will be retained
17 by the Debtor and will be applied to the sale price. The Deposit will be non-refundable
18 if, for any reason whatsoever, the Successful Bidder fails to close the sale timely.

19 8. The closing will take place as soon as practicable after entry of the court's
20 Sale Order, but no later than the first business day after fourteen (14) calendar days
21 following entry of the Sale Order. The Debtor and the Successful Bidder may mutually
22 agree in writing to extend the time for closing.

23 9. In his sole discretion, the Debtor may request that the court confirm one or
24 more "Back-Up Buyer(s)" so that if the Successful Bidder does not close timely the
25 Debtor may sell the Property to the Back-Up Buyer for the amount of such Back-Up
26 Buyer's last bid. The Back-Up Buyer's Deposit will be retained by the Debtor. If the
27 sale to the Successful Bidder does not close in a timely manner, the Debtor will advise
28 the Back-Up Buyer accordingly. The closing will take place on or before fourteen (14)

1 calendar days following the date on which the Debtor gives notice to the Back-Up
2 Buyer of the Successful Bidder's failure to close. The Back-Up Buyer will be bound by
3 all of the terms of the Purchase Agreement except as to price, without contingencies
4 (including any financing contingency). The Back-Up Buyer's Deposit will be applied to
5 the sale price. The Deposit will be non-refundable if the Back-Up Buyer fails to close
6 the sale in a timely manner.

7 10. If a qualified overbidder is not the Successful Bidder or the Back-Up Buyer,
8 the overbidder's Deposit will be returned to the overbidder within ten court days from
9 the date of the hearing. If the sale to the Successful Bidder closes, the Back-Up
10 Buyer's Deposit will be returned to the Back-Up Buyer within ten court days from the
11 date of closing.

12 11. If the sale closes to a Successful Bidder or a Back-Up Buyer, a two percent
13 (2%) brokerage commission will be paid to the buyer's broker in addition to the two
14 percent (2%) brokerage commission paid to the Broker.

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

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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)* 01/21/2025, 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)* 01/21/2025, 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: Service on Judge not required per Judge Clifford's Procedures (Rev. 9/20/2023)

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.

NONE.

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.

01/21/2025
Date

Vicky Castellon
Printed Name

/s/ Vicky Castellon
Signature

ADDITIONAL SERVICE INFORMATION:

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

Jessica L Bagdanov on behalf of Creditor Wolfe Canyon Ranch, LLC

jbagdanov@bg.law, ecf@bg.law

Jessica L Bagdanov on behalf of Interested Party Courtesy NEF

jbagdanov@bg.law, ecf@bg.law

Samuel Mushegh Boyamian on behalf of Debtor Ramiro S Silva

samuel@marguliesfaithlaw.com,
Angela@MarguliesFaithLaw.com;Vicky@MarguliesFaithLaw.com;Amber@MarguliesFaithLaw.com

Samuel Mushegh Boyamian on behalf of Interested Party Courtesy NEF

samuel@marguliesfaithlaw.com,
Angela@MarguliesFaithLaw.com;Vicky@MarguliesFaithLaw.com;Amber@MarguliesFaithLaw.com

Jeremy Faith on behalf of Debtor Ramiro S Silva

Jeremy@MarguliesFaithlaw.com,
Angela@MarguliesFaithLaw.com;Vicky@MarguliesFaithLaw.com;Amber@MarguliesFaithLaw.com

Brian David Fittipaldi on behalf of U.S. Trustee United States Trustee (ND)

brian.fittipaldi@usdoj.gov

Steven T Gubner on behalf of Interested Party Courtesy NEF

sgubner@bg.law, ecf@bg.law

Amitkumar Sharma on behalf of Creditor Ford Motor Credit Company, LLC, c/o AIS Portfolio Services, LLC

amit.sharma@aisinfo.com

Nathan F Smith on behalf of Interested Party Courtesy NEF

nathan@mclaw.org, CACD_ECF@mclaw.org;mcecfnotices@ecf.courtdrive.com;cvalenzuela@mclaw.org

Shubham Tandlekar on behalf of Creditor Ford Motor Credit Company, LLC

shubham.tandlekar@aisinfo.com

United States Trustee (ND)

ustpreion16.nd.ecf@usdoj.gov