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7
8 **UNITED STATES BANKRUPTCY COURT**
9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
10 **SAN FERNANDO VALLEY DIVISION**

11 In re

12 BETHEL HEALTHCARE, INC. and
CORINTHIAN SUB-ACUTE &
13 REHABILITATION CENTER, INC.,

14 Debtors

Case No. 1:13-bk-12220-GM

[Jointly Administered With:
Case No. 1:13-bk-12221-GM]

Chapter 11

15 **NOTICE OF MOTION AND MOTION**
16 **FOR ORDER AUTHORIZING SALE OF**
17 **CERTAIN ASSETS OF THE DEBTORS'**
18 **ESTATES FREE AND CLEAR OF LIENS,**
19 **CLAIMS, INTERESTS, AND**
20 **ENCUMBRANCES; MEMORANDUM OF**
21 **POINTS AND AUTHORITIES; AND**
22 **DECLARATION OF LAWRENCE R.**
23 **PERKINS IN SUPPORT THEREOF**

Date: October 17, 2017

Time: 10:00 a.m.

Place: U.S. Bankruptcy Court

21041 Burbank Blvd.

Courtroom 303

Woodland Hills, California 91367

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- Affects Both Debtors
 - Affects Bethel Healthcare, Inc. Only
 - Affects Corinthian Sub-Acute & Rehabilitation Center, Inc. Only

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310-229-9900

1 **TO THE HONORABLE GERALDINE MUND, UNITED STATES BANKRUPTCY JUDGE;**
2 **THE OFFICE OF THE UNITED STATES TRUSTEE; AND ALL INTERESTED PARTIES:**

3 **PLEASE TAKE NOTICE** that the above-captioned debtors (collectively, the “Debtors”),
4 hereby bring this motion (the “Motion”) pursuant to 11 U.S.C. § 363(b), Federal Rule of Bankruptcy
5 Procedure 6004, and Local Bankruptcy Rule 6004-1(c), for entry of an order approving the sale of
6 the right, title, and interest in and to the remaining property of the Debtors’ estates (collectively, the
7 “Estates”), consisting of known and unknown assets, rights to payment, or claims, which have not
8 been previously sold, assigned, or transferred (collectively, the “Remnant Assets”), free and clear of
9 liens, claims, interests, and encumbrances.

10 **PLEASE TAKE FURTHER NOTICE** that the Debtors have agreed, subject to the Court’s
11 approval, to sell the Remnant Assets to Oak Point Partners, Inc., an Illinois corporation (“Oak
12 Point”), on the terms set forth in the asset purchase agreement (the “Purchase Agreement”), attached
13 as Exhibit A to the Motion. Oak Point’s address is 5215 Old Orchard Rd., Suite 965 Skokie, Illinois,
14 60077. The basic terms of the sale are that Oak Point shall pay the Estates \$3,000.00 (the “Purchase
15 Price”) for the Remnant Assets, due within three business days after the Court enters an order
16 approving this Motion. The Remnant Assets specifically exclude: (a) cash held by the Debtors on
17 behalf of the Estates at the time of the Purchase Agreement in bank accounts earmarked for
18 distribution to creditors and/or payment of professional fees, and (b) the Purchase Price. This sale is
19 subject to this Court’s approval and no other contingencies. The Debtors will not have to pay any
20 commissions, fees, or other costs of sale, except for the cost of filing and serving the Motion.

21 **PLEASE TAKE FURTHER NOTICE** that the Debtors believe the proposed sale is in the
22 best interest of its Estates and creditors and should be approved under 11 U.S.C. § 363(b). There are
23 currently no known Remnant Assets. Therefore, in the absence of the Oak Point purchase offer, the
24 Debtors likely would have derived no economic benefit from the Remnant Assets. In contrast, the
25 proposed sale will provide the Debtors with an immediate cash payment.

26 **PLEASE TAKE FURTHER NOTICE** that the Debtors seek a waiver of the 14-day stay on
27 the effectiveness of the sale order imposed by Federal Rule of Bankruptcy Procedure 6004(h) so that
28 the sale can close immediately.

1 **PLEASE TAKE FURTHER NOTICE** that the Debtors do not anticipate that the sale will
2 create any tax consequences for the Debtors.

3 **PLEASE TAKE FURTHER NOTICE** that this Motion is based upon the Notice of
4 Motion, the Motion, the accompanying Memorandum of Points and Authorities, the accompanying
5 Declaration of Lawrence Perkins, and any additional evidence, grounds, and argument that may be
6 properly presented to the Court.

7 **PLEASE TAKE FURTHER NOTICE** that any response or opposition to this Motion must
8 be in writing, must otherwise comply with Local Bankruptcy Rule 9013, and must be filed with the
9 Clerk of the Bankruptcy Court and served upon (a) counsel for the Debtors – Venable LLP, 2049
10 Century Park East, Suite 2300, Los Angeles, CA 90067, Attn: Jennifer L. Nassiri, Esq. and Nicholas
11 A. Koffroth, Esq.; email: jl Nassiri@venable.com and nakoffroth@venable.com; (b) counsel for the
12 Committee – Arent Fox LLP, 555 W. Fifth Street, Suite 4800, Los Angeles, CA 90013, Attn: Aram
13 Ordubegian; email: aram.ordubegian@ArentFox.com; (c) counsel to Oak Point – Oak Point
14 Partners, Inc., 5215 Old Orchard Rd., Suite 965, Skokie, IL 60077, Attn: Janice A. Alwin, Esq.,
15 janice@oakpointpartners.com; and (d) the United States Trustee, 915 Wilshire Boulevard, Suite
16 1850, Los Angeles, CA 90017, no later than 14 days prior to the hearing. Failure to respond in
17 writing by this deadline may be deemed by the Court to be consent to the relief requested in the
18 Motion, and any objections not timely filed and served may be deemed waived. If you do not oppose
19 the Motion, you do not need to take any further action or appear at the hearing.

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21 Dated: September 26, 2017

VENABLE LLP

22 By /s/ Jennifer L. Nassiri
23 Jennifer L. Nassiri
24 Nicholas A. Koffroth

25 Attorneys for Chapter 11 Debtors
26 and Debtors in Possession
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **A. Background and Jurisdiction**

3 1. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334.
4 This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue of this proceeding
5 and this Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

6 2. The statutory predicates for the relief sought herein are sections 105(a) and 363 of
7 Title 11 of Chapter 11 of the United States Code (the “Bankruptcy Code”), as well as Rules 2002
8 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 6004-1
9 of the Local Rules of Bankruptcy Procedure.

10 3. On April 1, 2013, the Debtors each filed a voluntary petition for relief under Chapter
11 11 of the Bankruptcy Code. The Debtors’ bankruptcy cases are jointly administered only and are not
12 substantively consolidated.

13 4. The Debtors are engaged in efforts to ensure that the maximum value of the Estates’
14 remaining assets are realized, which efforts include pursuing the sale of the Remnant Assets (defined
15 below).

16 5. The Debtors have determined that there may exist property of the Debtors’ Estates,
17 consisting of known or unknown claims, property rights, or assets, which have not been previously
18 sold, assigned, or transferred (collectively, the “Remnant Assets”). The Debtors have determined
19 that the cost of pursuing the Remnant Assets will likely exceed the benefit that the Estates would
20 possibly receive on account of the Remnant Assets.

21 6. The Debtors and Oak Point have negotiated an agreement (the “Purchase
22 Agreement”) for the sale of the Remnant Assets. A copy of the Purchase Agreement is attached
23 hereto as Exhibit A

24 **B. Relief Requested**

25 7. By this Motion, the Debtors seek the entry of an order pursuant to 11 U.S.C. §§ 105
26 and 363(b), (f), and (m), as well as Bankruptcy Rule 6004, (a) authorizing the Debtors to sell the
27 Remnant Assets free and clear of all liens, claims, interests, and encumbrances; and (b) approving
28 the terms of the Purchase Agreement.

1 8. The Purchase Agreement generally provides for an aggregate purchase price of
2 \$3,000.00 (the “Purchase Price”) to be paid by Oak Point to the Debtors for the benefit of the
3 Debtors’ Estates.

4 9. In accordance with the Purchase Agreement, the Remnant Assets do not include (i)
5 cash held by the Debtors for distribution to creditors and professionals; and (ii) the Purchase Price
6 for the Remnant Assets.

7 10. In the Debtors’ business judgment, the Purchase Price represents a fair and reasonable
8 sales price for the Remnant Assets, and represents the highest and best offer for the sale of the
9 Remnant Assets. Additionally, the benefit of receiving immediate payment for the Remnant Assets,
10 which are largely unknown, outweighs the potential benefits of retaining the Remnant Assets.
11 Finally, the Debtors believe that the cost of pursuing the Remnant Assets will likely exceed the
12 benefit that the Estates would possibly receive.

13 **C. AUTHORITY FOR REQUESTED RELIEF**

14 15. Section 363(b)(1) of the Bankruptcy Code provides that “[t]he trustee, after notice
15 and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the
16 estate.” 11 U.S.C. § 363(b)(1). To approve use, sale or lease, other than in the ordinary course of
17 business, the Court must find “some articulated business justification.” *See In re Martin (Myers v.*
18 *Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) and *In re Abbotts Dairies of Pa. Inc.*, 788 F. 2d 143 (3d
19 Cir. 1986) (requiring good faith purchasing). Moreover, Section 105(a) of the Bankruptcy Code
20 provides that “[t]he court may issue any order, process, or judgment that is necessary or appropriate
21 to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a).

22 16. Courts have held that transactions should be approved under Section 363(b) of the
23 Bankruptcy Code when they are supported by the sound business judgment of the debtor or trustee,
24 as the case may be. *See In re Martin*, 91 F.3d 389, 395 (3d Cir. 1986); *In re Del. & Hudson Ry. Co.*,
25 124 B.R. 169, 176 (Bankr. D.Del. 1991) (holding that transactions should be approved under Section
26 363(b)(1) when: (a) they are supported by the sound business judgment of a debtor’s management;
27 (b) interested parties are provided with adequate and reasonable notice; (c) the sale price is fair and
28 reasonable; and (d) the purchaser is acting in good faith); *In re Phoenix Steel Corp.*, 82 B.R. 334,

1 335 (Bankr. D.Del. 1987) (stating that the elements necessary for approval of a section 363 sale in a
2 chapter 11 case are “that the proposed sale is fair and equitable, that there is a good business reason
3 for completing the sale and the transaction is in good faith.”).

4 17. The Debtors submit that the Purchase Price is reasonable, for fair value, and was
5 negotiated at arm’s length and in good faith. Moreover, a private sale is appropriate because any
6 costs associated with an auction of the Remnant Assets would surely exceed the Purchase Price and,
7 in turn, any benefit to the Estates.

8 18. Courts have held that approval of a proposed sale of property pursuant to
9 Section 363(b) of the Bankruptcy Code is appropriate if a court finds that the transaction represents a
10 reasonable business judgment on the part of the debtor. *See Comm. of Equity Sec. Holders v. Lionel*
11 *Corp.*, 722 F.2d 1063 (2d Cir. 1983); *Stephens Indus., Inc. v. McClung*, 789 F.2d 386, 391 (6th Cir.
12 1986); *In re Ionosphere Clubs, Inc.*, 100 B.R. 670, 675 (Bankr. S.D.N.Y. 1989); *In re Phoenix Steel*
13 *Corp.*, 82 B.R. 334, 335 (Bankr. D. Del. 1987); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176
14 (Bankr. D. Del. 1991). A trustee’s showing of sound business justification need not be unduly
15 exhaustive; instead the trustee is “simply required to justify the proposed disposition with sound
16 business reasons.” *In re Baldwin United Corp.*, 43 B.R. 888, 906 (Bankr. S.D. Ohio 1984).

17 19. Whether or not there are sufficient business reasons to justify a sale depends upon the
18 facts and circumstances of each case. *See Lionel*, 722 F.2d at 1071. Bankruptcy courts are given
19 substantial discretion in deciding whether to authorize a sale of a debtor’s assets outside of the
20 ordinary course of business. *See In re Chateaugay Corp.*, 973 F.2d 141, 144 (2d Cir. 1992). The
21 Debtors’ believe that the Purchase Agreement represents a prudent and proper exercise of business
22 judgment and is in the best interest of the Debtors’ Estates.

23 20. Although the Bankruptcy Code does not define “good faith purchaser,” the United
24 States Court of Appeals for the Third Circuit construing section 363(m), has stated that “the phrase
25 encompasses one who purchases in ‘good faith’ and for ‘value.’” *In re Abbott's Dairies of Pa., Inc.*,
26 788 F.2d 143, 147 (3d Cir. 1986); *See also In re Mark Bell Furniture Warehouse, Inc.*, 992 F.2d 7, 8
27 (1st Cir. 1993); *In re Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4th Cir. 1985); *In re Vanguard Oil &*
28 *Serv. Co.*, 88 B.R. 576, 580 (E.D.N.Y. 1988).

1 21. Section 363(f) of the Bankruptcy Code permits a trustee to sell assets free and clear of
2 all interests which may be asserted against such assets, with any such interests attaching to the net
3 proceeds of the sale, subject to the rights and defenses of a debtor with respect thereto. As Section
4 363(f) of the Bankruptcy Code is stated in the disjunctive, when proceeding pursuant to Section
5 363(b), it is only necessary to meet one of the five conditions of Section 363(f). To the extent that
6 there are interests that may be asserted in the Remnant Assets, the Debtors believe that one or more
7 of the aforementioned conditions have been satisfied.

8 22. The Debtors submit that the sale of the Remnant Assets is a prudent exercise of
9 its business judgment under the circumstances and is in the best interest of the Debtors' Estates
10 and creditors. Moreover, the Purchase Price for the sale is reasonable and has been negotiated at
11 arm's length. Indeed, the Debtors are not aware of any future assets or claims that may be
12 liquidated, obtained or otherwise administered for the benefit of the Debtors' Estates.
13 Accordingly, the Debtors respectfully request that the Court grant the Motion.

14 **D. Waiver of Stay of Order**

15 23. Pursuant to Bankruptcy Rule 6004(h), an order authorizing the sale of property is
16 stayed for fourteen (14) days after the entry of the order unless the Court orders otherwise. The
17 Debtors request that the Court order that such stay not apply with respect to the sale of the
18 Remnant Assets.

19 **E. Notice**

20 24. Notice of this Motion has been given to the Debtors, the Office of the United States
21 Trustee, Oak Point, the Creditors' Committee, and all parties requesting notice pursuant to
22 Bankruptcy Rule 2002. The Debtors submit, and request that this Court determine, that such notice
23 is proper and adequate; no further notice is required; and that other and further notice be waived.

24 **F. Conclusion**

25 For the reasons set forth above, the Debtors respectfully request entry of an order authorizing
26 the sale of the Remnant Assets pursuant to the terms of the Purchase Agreement, waiving the
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1 fourteen-day stay under Bankruptcy Rule 6004(h), and granting such other and further relief as this
2 Court deems just and proper.

3 Dated: September 26, 2017

VENABLE LLP

4 By /s/ Jennifer L. Nassiri
5 Jennifer L. Nassiri
6 Nicholas A. Koffroth

7 Attorneys for Chapter 11 Debtors
8 and Debtors in Possession
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VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310-229-9900

Exhibit A

Purchase Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of September 25, 2017, is by and between the **BETHEL HEALTHCARE, INC. AND CORINTHIAN SUB-ACUTE & REHABILITATION CENTER, INC.** (collectively, “Debtors” or “Seller”) **BANKRUPTCY ESTATES** and **OAK POINT PARTNERS, INC.** (“Purchaser”).

WITNESSETH:

WHEREAS, on April 1, 2013, the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California (“Court”), jointly administered under Case No. 1:13-bk-12220; and

WHEREAS, at the time of the execution of this Agreement and continuing into the future, there may be property of the Debtors remaining, consisting of known or unknown assets or claims which have not been previously sold, assigned, or transferred (collectively, “Remnant Assets”); and

WHEREAS, Remnant Assets specifically **exclude**: (a) cash held at the time of this Agreement by the Debtors in bank accounts earmarked for distribution to creditors and/or payment of professional fees; and (b) the Purchase Price (as hereinafter defined) to be delivered pursuant hereto; and

WHEREAS, Seller has the power and authority to sell and assign all right, title and interest in and to the Remnant Assets to Purchaser, including, but not limited to the proceeds thereof.

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

1. **Purchase Price.** The Purchase Price shall be good funds in the amount of Three Thousand and No/100 Dollars (\$3,000.00) payable within 3 business days of receipt by Purchaser of this executed Agreement.
2. **Assignment of Remnant Assets.** Seller hereby irrevocably and unconditionally sells, assigns, transfers and conveys to Purchaser all of the Seller’s right, title and interest under, in and to the Remnant Assets, as well as any and all claims and rights related to the Remnant Assets, including, without limitation, all cash, securities, instruments and other property that may be paid or issued in conjunction with the Remnant Assets and all amounts, interest, and costs due under the Remnant Assets.
3. **Authority to Sell.** The sale of the Remnant Assets by the Seller is made pursuant to the authority vested in the Seller.
4. **Payments Received on Remnant Assets.** Seller further agrees that any payments received by Seller on account of any Remnant Assets shall constitute property of the Purchaser to which the Purchaser has an absolute right, and that Seller will promptly deliver such payment to Purchaser at Purchaser’s address set forth below. Seller agrees to use reasonable efforts to forward to Purchaser notices received with respect to any Remnant Assets.
5. **Seller’s Representations and Warranties.** In consideration of Purchaser’s agreements herein and to induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that Seller has full lawful right, title, power and authority to enter into this Agreement and to convey Seller’s interest to Purchaser in the Remnant Assets as is set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SELLER SELLS, ASSIGNS, AND TRANSFERS THE REMNANT ASSETS TO THE PURCHASER “AS IS, WHERE IS”

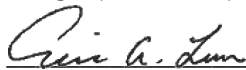
WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW.

6. **Free and Clear Sale.** The sale of Remnant Assets shall be free and clear of any liens, claims, or encumbrances pursuant to 11 U.S.C. § 363(f).
7. **No Assumption of Liabilities.** The parties agree that Purchaser is acquiring only the Remnant Assets and that Purchaser is neither acquiring nor assuming any liabilities of the Seller under this Agreement, except as may otherwise expressly be provided herein.
8. **Documents of Assignment.** From time to time upon request from Purchaser, Seller shall execute and deliver to Purchaser such documents reasonably requested by Purchaser to evidence and effectuate the transfer contemplated by this Agreement in a form reasonably acceptable to the parties hereto. However, Purchaser shall reimburse Seller for its reasonable costs associated with such compliance.
9. **Limited Power of Attorney.** Solely with respect to the Remnant Assets, and to the extent permitted by law, Seller hereby irrevocably appoints Purchaser as its true and lawful attorney and authorizes Purchaser to act in Seller's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Remnant Assets herein assigned. Seller grants unto Purchaser full authority to do all things necessary to enforce the Remnant Assets and its rights thereunder pursuant to this Agreement.
10. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between Seller 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.
11. **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 Seller and the Purchaser.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to choice of law principles of the State of California.
13. **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.

[remainder intentionally left blank; signature page follows]

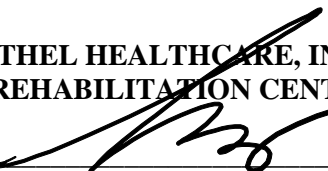
THIS AGREEMENT has been duly executed as of the day and year first above written.

OAK POINT PARTNERS, INC.

By:  _____
Name: ERIC LINN
Its: President

Address (*for regular mail and mail forwarding*): PO Box 1033, Northbrook, IL 60065-1033
Address (*for overnight delivery*): 5215 Old Orchard Road, Suite 965, Skokie, IL 60077
tel (847) 577-1269 fax (847) 655-2746

**BETHEL HEALTHCARE, INC. AND CORINTHIAN SUB-ACUTE
& REHABILITATION CENTER, INC. BANKRUPTCY ESTATES**

By:  _____
Name: LAWRENCE R. PERKINS
Its: Chief Restructuring Officer

Address: c/o Sierra Constellation Partners, 400 S. Hope St., Ste 1050, Los Angeles, CA 90071
tel (213) 989-9060

DECLARATION OF LAWRENCE R. PERKINS

I, Lawrence R. Perkins, declare as follows:

1. I am the Co-Founder and Chief Executive Officer of SierraConstellation Partners, LLC.

2. I am the Chief Restructuring Officer (“CRO”) of Bethel Healthcare, Inc. and Corinthian Sub-Acute & Rehabilitation Center, Inc. (collectively, the “Debtors”). I have been acting as CRO since April 18, 2013.

3. I make this declaration in support of the Motion for an Order Authorizing the Sale of Certain Assets of the Debtors’ Estates Free and Clear of Liens, Claims, Interests, and Encumbrances (“Motion”). If called as a witness, I could and would competently testify about the matters in this Declaration from my own personal knowledge or from knowledge gathered from my review of relevant documents and my discussions with the Debtors’ counsel. All capitalized terms used herein shall have the meaning ascribed to them in the Motion unless otherwise defined.

4. The factual allegations in support of the Motion are set forth in Section A of the Motion. I have reviewed and discussed these facts and the Purchase Agreement with the Debtors’ counsel. Based upon such review and discussions, such factual recitations are true and correct to the best of my knowledge, information, and belief.

5. As set forth in the Motion, filed concurrently herewith, subject to Court approval, the Debtors have entered into an agreement with Oak Point Partners, Inc. (“Oak Point”) to purchase the right, title, and interest in and to any remaining property of the Debtors’ Estate, consisting of known or unknown assets or claims, which have not been previously sold, assigned, or transferred (collectively, the “Remnant Assets”). A true and correct copy of the asset purchase agreement with Oak Point is attached to the Motion Exhibit A.

6. Oak Point has agreed to pay \$3,000 (the “Purchase Price”) for the Remnant Assets. I believe that the Purchase Price is reasonable, for fair value, and was negotiated at arm’s length and in good faith. There are no known Remnant Assets to the best of my knowledge. In the absence of the proposed sale, the Estates likely would have derived no economic benefit from the Remnant

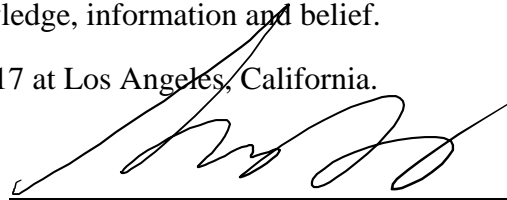
1 Assets, and the Debtors would have abandoned the Estates' interest in such Remnant Assets as being
2 of no known or inconsequential value and benefit to the Estates.

3 7. I believe that the proposed sale is in the best interest of the Estates, because the sale
4 provides the Estates with an immediate cash payment of \$3,000 for the Remnant Assets, from which
5 the Estates likely would derive no economic benefit otherwise.

6 8. I have not been contacted by any potential overbidders for the Remnant Assets, and I
7 do not believe that there are any viable alternative purchasers for the Remnant Assets.

8 I declare under penalty of perjury under the law of the United States of America that the
9 foregoing is true and correct to the best of my knowledge, information and belief.

10 Executed on this 25th day of September, 2017 at Los Angeles, California.



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Lawrence R. Perkins

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:
2049 Century Park East, Suite 2300, Los Angeles, California 90067.

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF MOTION AND MOTION FOR ORDER AUTHORIZING SALE OF CERTAIN ASSETS OF THE DEBTORS' ESTATES FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES; MEMORANDUM OF POINTS AND AUTHORITIES; AND DECLARATION OF LAWRENCE R. PERKINS 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 September 26, 2017, 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:

- Eugenealkana@mindspring.com, kathy.wilber@yahoo.com
- David B Anderson ef-dba@cpdb.com
- Bruce M Bunch , pam@bunchlawyers.com
- Scott W Carlson scott@carlsonnicholas.com, swcarl@pacbell.net
- Michael T Delaney mdelaney@bakerlaw.com, sgaeta@bakerlaw.com
- Joseph A Eisenberg jae@jmbm.com, vr@jmbm.com;tgeher@jmbm.com; bt@jmbm.com;jae@ecf.inforuptcy.com
- Joseph A Eisenberg jae@jmbm.com, vr@jmbm.com;tgeher@jmbm.com; bt@jmbm.com;jae@ecf.inforuptcy.com
- Oscar Estrada oestrada@ttc.lacounty.gov
- M Douglas Flahaut flahaut.douglas@arentfox.com
- Gina M Fornario gfornario@nixonpeabody.com, apabon@nixonpeabody.com
- Ed J Gezel Notices@bkservicing.com
- Asa S Hami ahami@sulmeyerlaw.com, agonzalez@sulmeyerlaw.com; agonzalez@ecf.inforuptcy.com;ahami@ecf.inforuptcy.com
- John H Kim jkim@cookseylaw.com, jhkim@ecf.courtdrive.com
- Andy Kong Kong.Andy@ArentFox.com
- K Kenneth Kotler kotler@kenkotler.com, linda@kenkotler.com
- Jeffrey A Krieger jkrieger@ggfirm.com, kwoodson@greenbergglusker.com; calendar@greenbergglusker.com;jking@greenbergglusker.com
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- Daniel A Lev dlev@sulmeyerlaw.com, asokolowski@sulmeyerlaw.com; dlev@ecf.inforuptcy.com;dwalker@sulmeyerlaw.com
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2. **SERVED BY UNITED STATES MAIL:** On September 26, 2017, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on September 26, 2017, 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.

By Overnight Mail:
The Honorable Geraldine Mund
United States Bankruptcy Court / Central District of CA
21041 Burbank Blvd., Suite 312/Courtroom 303
Woodland Hills, CA 91367

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

September 26, 2017 Debra G. Ige

Date Printed Name

/s/ Debra G. Ige

Signature

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Control Fire Protection, Inc.
1347 Ogden Street
Bakersfield, CA 93305-5530

Cummins West, Inc.
4601 East Brundage Lane
Bakersfield, CA 93307-2311

Curtis Electrical Construction Inc.
3310 Arrow St.
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Frank's Tree Services
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Golden State Palms, Inc.
13347 Ventura Blvd.
Sherman Oaks, CA 91423-3979

Hall Ambulance Service, Inc.
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Managed Care Systems
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Med Cal Sales LLC & Medline Industries, Inc.
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