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RICHARD A. MARSHACK
7

8 UNITED STATES BANKRUPTCY COURT

9 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

10 In re
11 NORTHERN HOLDING, LLC,
12 Debtor.

Case No. 8:20-bk-13014-MW

Chapter 7

13 NOTICE OF CHAPTER 7 TRUSTEE’S
MOTION FOR ORDER (1)
AUTHORIZING SALE OF REAL
14 PROPERTY LOCATED AT 2380 LIVE
OAK ROAD, PASO ROBLES, CA: (A)
OUTSIDE THE ORDINARY COURSE OF
15 BUSINESS; (B) FREE AND CLEAR OF
LIENS, CLAIMS, AND
16 ENCUMBRANCES; (C) SUBJECT TO
OVERBID; (D) FOR DETERMINATION
17 OF GOOD FAITH PURCHASER UNDER
11 U.S.C. §363(M); AND (2)
18 AUTHORIZING AMENDMENT TO
PURCHASE AND SALE AGREEMENT

19 Date: February 9, 2022¹
20 Time: 2:00 p.m.
21 Ctrm: 6C
22 Location: United States Bankruptcy Court
411 West Fourth Street
Santa Ana, CA 92701-4593

23 TO THE HONORABLE MARK S. WALLACE, UNITED STATES BANKRUPTCY JUDGE, THE
24 OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES, ALL
25 CREDITORS, AND/OR THEIR ATTORNEYS OF RECORD:
26

27 _____
28 ¹ Hearing Date specially set with permission.

1 PLEASE TAKE NOTICE that on February 9, 2022, at 2:00 p.m., in Courtroom 6C, in the
2 above-entitled court, before the Honorable Mark S. Wallace, Richard A. Marshack, the duly
3 appointed and acting chapter 7 trustee (“Trustee”) for the bankruptcy estate (“Estate”) of Northern
4 Holding, LLC (“Debtor”), will move the court for an order authorizing the sale of the real property
5 located at and commonly known as 2380 Live Oak Road, Paso Robles, CA (“Live Oak Property”)
6 pursuant to 11 U.S.C. § 363, subject to overbid to Riboli Paso Robles, LLC (“Buyer”) pursuant to an
7 Agreement of Purchase and Sale and Escrow Instructions dated September 28, 2021 (“PSA”)², and
8 for approval of an amendment to the PSA (“Amendment to PSA”)³. Trustee seeks to sell the Live
9 Oak Property to a third-party purchaser for \$9,100,000, subject to approved overbid procedures. This
10 instant Motion is the culmination of *months* of diligent hard work by Trustee and his professionals
11 to market and sell the Property and to generate a benefit for the Estate as a result of such sale.
12 Pursuant to the partial subordination of the lien and secured claim held by Farm Credit West, FCLA
13 (“FCW”), which was also recently approved by the Court, the sales price will provide a distribution
14 of no less than \$8,250,000 to FCW, and provide a substantial distribution to administrative, priority,
15 and unsecured creditors. With the consent of FCW to record partial releases from certain deeds of
16 trust (as described below) and pursuant to the agreement with Lender dated December 10, 2021,
17 Trustee may sell this property free and clear of liens, claims and interests, with such liens, claims,
18 and interests to attach to the proceeds of sale.

19 The Motion will be heard by the Court on the date and time listed on page one of this notice.

20 INFORMATION REQUIRED PURSUANT TO LOCAL BANKRUPTCY RULE 6004-1(C)(3):

21 (A) The date, time, and place of the hearing: **February 9, 2022, at 2:00 p.m.,** United

22 States Bankruptcy Court, 411 W. Fourth Street, Santa Ana, CA 92701;

23 (B) Buyer: Riboli Paso Robles, LLC;

24 (C) Description of the property to be sold: 2380 Live Oak, Paso Robles, CA; APN: 026-
25 342-039

26 (D) The terms and conditions of the sale:

27 _____

28 ² A true and correct copy of the PSA is attached as Exhibit “1” to the Motion.

³ A true and correct copy of the Amendment to PSA is attached as Exhibit “2” to the Motion.

- 1 i. Sale Price: Buyer shall pay \$9,100,000 to the Estate, less the deposit;
- 2 ii. Deposit: The Buyer provided the Trustee with proof of funds, and agreed to
- 3 an initial deposit of \$273,000, which together with any interest earned, escrow will hold in trust
- 4 pending court approval and closing of the sale. The Deposit shall be refundable only if the
- 5 conditions to the sale are not satisfied or the Buyers are not the successful bidder in the event
- 6 overbids are received;
- 7 iii. Express conditions to the sale include: (1) entry of a Bankruptcy Court Order
- 8 approving the sale free and clear of all liens; (2) property sold in “AS-IS” “WHERE IS” condition;
- 9 (3) no contingencies; (4) approval and acceptance of terms no less favorable than the purchase and
- 10 sale agreement (“PSA”) and amendments attached to the Motion as Exhibits “1” and “2.” For full
- 11 terms and conditions of sale please reference the PSA and Motion.

12 (E) Liens, claims, and interests: Property has several liens, including but not limited to

13 unpaid property taxes in the estimated amount of \$90,000; first trust deed in the amount of

14 \$17,500,000, in favor of Farm Credit West (“FCW”); a second trust deed in the amount of

15 \$3,525,000, in favor of FCW; a third trust deed in the amount of \$300,000, in favor of FCW; and a

16 Notice of Advance Under Deed of Trust in the amount of \$650,000, in favor of FCW. The liens are

17 summarized in the table below, and the Trustee proposes to sell free and clear of all liens:

Rec. Date	Description	Face Amt.	Disputed?
03/23/2007	Farm Credit West, FCLA First Deed of Trust	\$17,500,000	N
02/06/2009	Farm Credit West FCLA Second Deed of Trust	\$3,525,000	N
03/16/2010	Farm Credit West FCLA Third Deed of Trust	\$300,000	N
12/28/2010	Notice of Advance	\$650,000	N

1 Other unknown claims and interests are being sought to be sold free and clear pursuant to 11
2 U.S.C. § 363(f), which are more fully described in the Motion.

3 Pursuant to the terms of the PSA, Farm Credit West, FLCA (“Lender”), must approve this
4 sale and agree to and record partial releases of the Real Property from that certain deed of trust to
5 secure and original indebtedness of \$17,500,000 recorded March 23, 2007 as Instrument No. 2007-
6 005727, that certain notice of advance recorded February 6, 2009 as Instrument No. 2009-005727,
7 that certain deed of trust to secure an original indebtedness of \$300,000 recorded February 26, 2010
8 as Instrument No. 2010-011915, and that certain notice of advance in the amount of \$650,000
9 recorded December 28, 2010 as Instrument No. 2010-066312.

10 (F) Overbid procedures: The proposed sale is subject to overbids. The overbidding
11 procedures are described in the Overbid Section below;

12 (G) Commissions: Trustee proposes to pay: (1) Onyx the broker’s commission equal to
13 1.75% of the sale price out of escrow; and (2) Hilco the broker’s commission equal to 1.75% of the
14 sale price out of escrow;

15 (H) The estimated taxes for this sale: Property taxes will be paid in full, as will county
16 transfer taxes. No capital gain is anticipated.

17 (I) The date by which an objection must be filed and served: **January 26, 2022.**

18 **Overbid Procedure**

19 Any potential overbidder is encouraged to obtain a copy of the Motion and contact
20 Trustee’s counsel prior to the hearing. The Property will be sold subject to overbid at an open
21 auction (the “Auction”) to be conducted by the Trustee before the Court at the time that this Motion
22 is heard. The Trustee has established the following overbid procedures, which shall govern any
23 bidding:

24 The proposed bidding procedures are set forth in ¶ 6.4.2 of the PSA, which is reproduced in
25 full below:

26 (a) If there are no overbids, Seller will recommend and request the
27 approval of the sale to Buyer upon the terms and conditions contained in this
28 Agreement.

1 (b) In order to overbid, any prospective bidder shall be required to
2 establish to the satisfaction of Seller its financial ability to successfully consummate
3 the transaction. This shall include as conditions of eligibility to bid a non-refundable
4 deposit equal to three (3%) of the Buyer's purchase offer, evidence of availability of
5 cash to close, and the execution of a form of Purchase Agreement substantially the
6 same as this Agreement. The only changes to it should be the bid price, the identity
7 of the bidder and provision made for compliance with these Bidding Procedures.

8 (c) If the Court conducts an auction of the Property, the initial minimum
9 overbid shall FIFTY THOUSAND DOLLARS (\$50,000.00) higher than Buyer's
10 agreed Purchase Price plus the Breakup Fee, defined below, and thereafter will go up
11 in TWENTY-FIVE THOUSAND DOLLAR (\$25,000.00) increments.

12 (d) If Buyer is not the successful bidder at the auction due to an overbid
13 ("Overbid"), Buyer shall be entitled to receive the amount of its Due Diligence costs
14 (not to exceed ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS
15 (\$175,000.00) plus a break-up fee of TWO HUNDRED TWENTY FIVE
16 THOUSAND DOLLARS (\$225,000.00) (collectively "Breakup Fee").

17 (e) The Buyer's right to a Breakup Fee is contingent on: (i) Buyer being
18 a ready, willing and able buyer for the Property at the time the Bankruptcy Court
19 conducts the last hearing on the sale of the Property; (ii) Buyer has completed
20 Buyer's Due Diligence, waived in writing all contingencies and confirmed in writing
21 that all approval periods have expired; and (iii) Buyer is overbid and the successful
22 bidder in fact purchases the Property for the sum it bids at the hearing

23 (f) Buyer shall provide its Due Diligence costs, with backup
24 documentation, to Trustee within five (5) days after the expiration of the Due
25 Diligence Period. The Breakup Fee shall be paid within seven (7) business days of
26 the close of the Property with the successful bidder

27 (g) If there is an overbid of at least NINE MILLION FIVE HUNDRED
28 FIFTY THOUSAND DOLLARS (\$9,550,000.00) and Buyer is the successful
bidder, Buyer shall be entitled to a credit to the overbid purchase price in the amount
of the Breakup Fee. If Buyer is not the successful bidder, Buyer agrees that its last
bid shall serve as a back-up bid. The Deposit, less the Independent Consideration
shall be returned to Buyer within seven (7) business days of the close of the Property
with the successful bidder.

In summary, the bid procedures are as follows:

- Buyer to deposit \$273,000 with Trustee within 3 business days of the mutual execution of the PSA. Deposit has been received by Trustee.
- Any overbidder must provide a nonrefundable deposit of 3% of \$9,100,000, which is a deposit of \$273,000 (same as Buyer), provide terms substantially similar to the PSA, and provide evidence of ability to close.
- Minimum overbid to be \$9,550,000,⁴ and subsequent minimum increments for

⁴ The due diligence costs are not anticipated to exceed \$175,000. The successful bidder, if not Buyer, will be

1 bidding shall be \$25,000.

- 2 • If it is not the successful bidder at auction, Buyer is entitled to a break-up fee of
- 3 \$225,000, which is 2.47% of the initial bid price of \$9,100,000. Buyer will also be
- 4 entitled to recover its due diligence costs not to exceed \$175,000. The \$175,000
- 5 reimbursement plus the \$225,000 break-up fee are collectively referred to as the
- 6 Break Up Fee.
- 7 • Buyer may only be entitled to the Break Up Fee if it waives all contingencies, has
- 8 completed its due diligence, and is a ready, willing, and able buyer on the sale hearing
- 9 date.
- 10 • If there is an overbid of at least \$9,550,000, Buyer may use the Break Up Fee as a
- 11 cash credit against its bid, provided that it is the successful/highest bidder.
- 12 • Buyer agrees that its last bid, if unsuccessful, will serve as the back-up bid.
- 13 • Trustee has sole discretion to determine the “best bid” for the Live Oak Property.

14 **Additional Information and Objections to the Motion**

15 The complete scope and terms of the relief are detailed in the Motion a copy of which can be
16 obtained by contacting Kristine A. Thagard and Tinho Mang whose contact information is listed in
17 the top left-hand corner of this Notice.

18 If you do not oppose the Motion described above, you need take no further action. However,
19 if you object to the Motion, pursuant to Rule 9013-1(f)(1) of the Local Bankruptcy Rules (“LBR”),
20 any opposition must be filed with the court no later than fourteen (14) days prior to the date of the
21 hearing on the Motion. You must also serve a copy of your objection upon Kristine A. Thagard and
22 Tinho Mang, no later than fourteen (14) days prior to the date of the hearing on the Motion at the
23 mailing address indicated in the upper left corner of the first page of this Motion, and upon the
24 Office of the United States Trustee, at 411 W. Fourth Street, Santa Ana, CA 92701.

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27 _____
28 entitled to a credit in an amount equal to the difference between Buyer’s actual due diligence costs and
\$175,000. For example, if the due diligence costs are \$125,000, and Buyer is not the successful bidder, the
winning bidder will be entitled to receive a \$50,000 credit against the purchase price.

1 Any failure to timely file and serve an opposition may result in a waiver of any such
2 opposition and the court may enter an order granting the Motion without further notice.

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DATED: January 19, 2022

MARSHACK HAYS LLP

/s/ Tinho Mang

By: _____
KRISTINE A. THAGARD
TINHO MANG
Attorneys for Chapter 7 Trustee,
RICHARD A. MARSHACK

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:
870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled: **NOTICE OF CHAPTER 7 TRUSTEE'S MOTION FOR ORDER (1) AUTHORIZING SALE OF REAL PROPERTY LOCATED AT 2380 LIVE OAK ROAD, PASO ROBLES, CA: (A) OUTSIDE THE ORDINARY COURSE OF BUSINESS; (B) FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES; (C) SUBJECT TO OVERBID; (D) FOR DETERMINATION OF GOOD FAITH PURCHASER UNDER 11 U.S.C. §363(M); AND (2) AUTHORIZING AMENDMENT TO PURCHASE AND SALE AGREEMENT** 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 **January 19, 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:

Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**: On **January 19, 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.

Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL**: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **January 19, 2022**, 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.

VIA PERSONAL DELIVERY

PRESIDING JUDGE'S COPY

HONORABLE MARK S. WALLACE
UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA
RONALD REAGAN FEDERAL BUILDING AND COURTHOUSE
411 WEST FOURTH STREET, SUITE 6135 / COURTROOM 6C
SANTA ANA, CA 92701-4593

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.

January 19, 2022

Date

Layla Buchanan

Printed Name

/s/ Layla Buchanan

Signature

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

- **INTERESTED PARTY COURTESY NEF:** William H Brownstein Brownsteinlaw.bill@gmail.com
- **INTERESTED PARTY COURTESY NEF:** Steve Burnell sburnell@sulmeyerlaw.com, sburnell@ecf.courtdrive.com; sburnell@ecf.inforuptcy.com; mviramontes@sulmeyerlaw.com
- **ATTORNEY FOR U.S. TRUSTEE (SA):** Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Michael J Gomez mgomez@frandzel.com, dmoore@frandzel.com
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** D Edward Hays ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **ATTORNEY FOR RESPONDENTS ERICH RUSSELL AND JOANNE RUSSELL:** Kari L Ley Ley1238@att.net
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** Tinho Mang tmang@marshackhays.com, tmang@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@ecf.courtdrive.com
- **TRUSTEE RICHARD A MARSHACK (TR):** Richard A Marshack (TR) pkraus@marshackhays.com, rmarshack@iq7technology.com; ecf.alert+Marshack@titlexi.com
- **ATTORNEY FOR INTERESTED PARTY BANK DIRECT CAPITAL FINANCE:** Elissa Miller emiller@sulmeyerlaw.com, emillersk@ecf.inforuptcy.com; ccaldwell@sulmeyerlaw.com
- **ATTORNEY FOR DEBTOR NORTHERN HOLDING LLC:** Roksana D. Moradi-Brovia roksana@rhmfirm.com, matt@rhmfirm.com; janita@rhmfirm.com; susie@rhmfirm.com; max@rhmfirm.com; priscilla@rhmfirm.com; pardis@rhmfirm.com; russ@rhmfirm.com; rebecca@rhmfirm.com; david@rhmfirm.com; sloan@rhmfirm.com
- **ATTORNEY FOR CREDITOR ADLER BELMONT GROUP, INC.:** Paul F Ready tamara@farmerandready.com
- **ATTORNEY FOR DEBTOR NORTHERN HOLDING LLC:** Matthew D. Resnik matt@rhmfirm.com, roksana@rhmfirm.com; janita@rhmfirm.com; susie@rhmfirm.com; max@rhmfirm.com; priscilla@rhmfirm.com; pardis@rhmfirm.com; russ@rhmfirm.com; rebecca@rhmfirm.com; david@rhmfirm.com; sloan@rhmfirm.com
- **ATTORNEY FOR INTERESTED PARTY RIBOLI PASO ROBLES, LLC:** Victor A Sahn vsahn@sulmeyerlaw.com, pdillamar@sulmeyerlaw.com; pdillamar@ecf.inforuptcy.com; vsahn@ecf.inforuptcy.com; cblair@sulmeyerlaw.com; cblair@ecf.inforuptcy.com
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** Kristine A Thagard kthagard@marshackhays.com, kthagard@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com
- **UNITED STATES TRUSTEE (SA):** United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Reed S Waddell rwaddell@frandzel.com, sking@frandzel.com
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Gerrick Warrington gwarrington@frandzel.com, sking@frandzel.com
- **INTERESTED PARTY COURTESY NEF:** David Wood dwood@marshackhays.com, dwood@ecf.courtdrive.com; lbuchananmh@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com

2. **SERVED BY UNITED STATES MAIL:** CONTINUED:

DEBTOR

NORTHERN HOLDING, LLC
ATTN: OFFICER, A MANAGING OR GENERAL AGENT,
OR TO ANY OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE SERVICE
13217 JAMBOREE RD #429
TUSTIN, CA 92782

**SECURED CREDITOR &
INTERESTED PARTY / POC
ADDRESS**

ERICH RUSSELL
C/O KARI L. LEY, ATTORNEY AT
LAW
264 CLOVIS AVENUE, SUITE 208
CLOVIS, CA 93612

**SECURED CREDITOR & INTERESTED
PARTY / POC ADDRESS**

ERICH RUSSELL
2380 LIVE OAK ROAD
PASO ROBLES, CA 93446-9693

SECURED CREDITOR

FARM CREDIT WEST
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
3755 ATHERTON RD
11707 FAIR OAKS BLVD
ROCKLIN, CA 95765

**SECURED CREDITOR / POC
ADDRESS**

FARM CREDIT WEST, FLCA
C/O MICHAEL J. GOMEZ
FRANDZEL ROBINS BLOOM &
CSATO, L.C.
1000 WILSHIRE BOULEVARD,
19TH FLOOR
LOS ANGELES, CA 90017-2457

SECURED CREDITOR / POC ADDRESS

FARM CREDIT WEST, FLCA
ATTN: KEVIN E. RALPH
3755 ATHERTON DRIVE
ROCKLIN CA 95765-3701

**SECURED CREDITOR / POC
ADDRESS**

JAMES W. HAMILTON ACTTC
SAN LUIS OBISPO TAX COLLECTOR
1055 MONTEREY STREET
SUITE D-290
SAN LUIS OBISPO CA 93408-1003

SECURED CREDITOR

MORTGAGE LENDER SERVICES
AS AGENT
FARM CREDIT WEST, FLCA, AS
TRUSTEE
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
11707 FAIR OAKS BLVD
FAIR OAKS, CA 95628-2816

CREDITOR

ATTORNEY GENERAL
UNITED STATES DEPARTMENT OF
JUSTICE
BEN FRANKLIN STATION
P.O. BOX 683
WASHINGTON, DC 20044

CREDITOR

CALIFORNIA DEPT OF TAX AND
FEE ADMI
SPECIAL OPS, MIC 29
PO BOX 942879
SACRAMENTO, CA 94279-0005

CREDITOR

CIVIL PROCESS CLERK
UNITED STATES ATTORNEY'S
OFFICE
FEDERAL BUILDING, ROOM 7516
300 NORTH LOS ANGELES
STREET
LOS ANGELES, CA 90012

CREDITOR / POC ADDRESS

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS A340
PO BOX 2952
SACRAMENTO CA 95812-2952

CREDITOR / POC ADDRESS

INTERNAL REVENUE SERVICE
P.O. BOX 7346
PHILADELPHIA, PA 19101-7346

CREDITOR

JOANNE RUSSELL
C/O KARI L. LEY, ATTORNEY AT
LAW
264 CLOVIS AVENUE, SUITE 208
CLOVIS, CA 93612

CREDITOR

JOANNE RUSSELL
2380 LIVE OAK ROAD
PASO ROBLES, CA 93446-9693

CREDITOR

RABBIT RIDGE WINE SALES, INC.
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
179 NIBLICK RD, #406
PASO ROBLES, CA 93446-9693

INTERESTED PARTY

LEROY CODDING
13217 JAMBOREE RD #429
TUSTIN, CA 92782

INTERESTED PARTY

STEVEN L JONES, JR.
179 NIBLICK ROAD, SUITE 326
PASO ROBLES, CA 93446-4845

INTERESTED PARTY

HUMANITY WINE COMPANY LLC
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
2814 COTTAGE LANE
PASO ROBLES, CA 93446

INTERESTED PARTY

ANY AND ALL UNKNOWN
OCCUPANTS OF 2380 LIVE OAK
ROAD
2380 LIVE OAK ROAD
PASO ROBLES, CA 93446

INTERESTED PARTY

MILLER DRILLING COMPANY, INC.
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE
329 NORTH MAIN STREET
TEMPLETON, CA 93465

INTERESTED PARTY

CAROL J. DAHL
3151 NW 44TH AVE, LOT 179
OCALA, FL 34482-7832

INTERESTED PARTY

ROBERT G. PIERCE, III
820 S BETHEL ROAD
TEMPLETON, CA 93465-4013

INTERESTED PARTY & BROKER

BILL TOLAR
VINO TINTO CONSULTING
1172 SAN MARCOS ROAD
PASO ROBLES, CA 93446

INTERESTED PARTY

MY FAVORITE NEIGHBOR, LLC
C/O C T CORPORATION SYSTEM,
AGENT FOR SERVICE OF PROCESS
330 N BRAND BLVD STE 700
GLENDALE, CA 91203

INTERESTED PARTY

MY FAVORITE NEIGHBOR, LLC
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
2644 ANDERSON ROAD
PASO ROBLES, CA 93446

INTERESTED PARTY

MY FAVORITE NEIGHBOR, LLC
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE
207 HIGH POINT DRIVE, BLDG 100
VICTOR, NY 14564

INTERESTED PARTY

MY FAVORITE NEIGHBOR, LLC
C/O ERIC JENSEN, MANAGING
MEMBER
2640 ANDERSEN ROAD
PASO ROBLES, CA 93446

INTERESTED PARTY

CORBETT VINEYARDS LLC
C/O JOHN A. RONCA, JR.
755 SANTA ROSA ST., SUITE 310
SAN LUIS OBISPO, CA 93401

INTERESTED PARTY

CORBETT VINEYARDS LLC
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE
2195 CORBETT CANYON RD
ARROYO GRANDE, CA 93420

INTERESTED PARTY

CENTER OF EFFORT
NATHAN R CARLSON, GENERAL
MANAGER
2195 CORBETT CANYON ROAD
ARROYO GRANDE, CA 93420

INTERESTED PARTY

CATHARTES AURA LLC
C/O CHRISTIAN TIETJE, AGENT
FOR SERVICE OF PROCESS
3310 RAMADA DRIVE, SUITE B
PASO ROBLES, CA 93446

INTERESTED PARTY

O'NEILL VINTNERS & DISTILLERS
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE
101 LARKSPUR LANDING CIRCLE,
SUITE 350
LARKSPUR, CA 94939

INTERESTED PARTY

JAM CELLARS
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
1460 FIRST STREET
NAPA, CA 94559

INTERESTED PARTY

JAM CELLARS, INC.
C/O NICHOLAS E DONOVAN,
AGENT FOR SERVICE OF
PROCESS
1000 MAIN STREET, SUITE 300
NAPA, CA 94559

INTERESTED PARTY

JAM CELLARS, INC.
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE
1300 FIRST STREET, SUITE 468
NAPA, CA 94559

INTERESTED PARTY

JAM CELLARS
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
PO BOX 120
NAPA, CA 94559

INTERESTED PARTY

BRADY VINEYARD
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
2489 HARVEST MEADOW PLACE
PASO ROBLES, CA 93446

INTERESTED PARTY

SYCAMORE RANCH VINEYARD &
WINERY, LLC
C/O RICHARD KRUMWIEDE, AGENT
FOR SERVICE OF PROCESS
174 N DART CANYON RD
CRESTLINE, CA 92325

INTERESTED PARTY

SYCAMORE RANCH VINEYARD &
WINERY, LLC
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
PO BOX 1479
CRESTLINE, CA 92325

INTERESTED PARTY

PALI WINE COMPANY, L.P.
C/O TIMOTHY B PERR, AGENT
FOR SERVICE OF PROCESS
881 ALMA REAL DRIVE, STE 205
PACIFIC PALISADES, CA 90272

INTERESTED PARTY

PALI WINE COMPANY, L.P.
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE
401 WILSHIRE BLVD, STE 300
SANTA MONICA, CA 90401

INTERESTED PARTY

RIBOLI FAMILY WINES
C/O SANTO J RIBOLI, AGENT FOR
SERVICE OF PROCESS
737 LAMAR STREET
LOS ANGELES, CA 90031

INTERESTED PARTY

WARROOM CELLARS
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
22985 EL CAMINO REAL
SANTA MARGARITA, CA 93453

INTERESTED PARTY

NICORA WINES
C/O THOMAS J MADDEN, AGENT
FOR SERVICE OF PROCESS
1948 SPRING ST
PASO ROBLES, CA 93446

INTERESTED PARTY

DAOU FAMILY ESTATES, LLC
ATTN: DANIEL J. DAOU
2777 HIDDEN MOUNTAIN ROAD
PASO ROBLES, CA 93446

CREDITOR / POC ADDRESS

ADLER BELMONT GROUP, INC.
C/O PAUL F. READY
FARMER & READY
1254 MARSH STREET
SAN LUIS OBISPO CA 93401

CREDITOR

ELECTRO-STEAM GENERATOR
CORP.
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
50 INDEL AVENUE
RANOCAS, NJ 08073

INTERESTED PARTY

WARROOM VENTURES, LLC
C/O COLE STEVENS, AGENT FOR
SERVICE OF PROCESS
694 SANTA ROSA
SAN LUIS OBISPO, CA 93401

INTERESTED PARTY

GRAVEYARD VINEYARDS
C/O PAULA CAMPBELL-TAYLOR,
AGENT FOR SERVICE OF PROCESS
6990 ESTRELLA ROAD
SAN MIGUEL, CA 93451

INTERESTED PARTY

NAKEDWINES.COM
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE
136 GASSER DRIVE, SUITE A
NAPA, CA 94559

CREDITOR

BANK OF AMERICA
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE
PO BOX 15019
WILMINGTON, DE 19850-5019

CREDITOR

HILCO REAL ESTATE, LLC
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE
5 REVERE DRIVE, SUITE 320
NORTHBROOK, IL 60062

INTERESTED PARTY

NICORA WINES
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
2945 LIMESTONE WAY
PASO ROBLES, CA 93446

INTERESTED PARTY

DAOU VINEYARDS, LLC
C/O ROY E. OGDEN, AGENT FOR
SERVICE OF PROCESS
656 SANTA ROSA STREET, STE 2B
SAN LUIS OBISPO, CA 93401

INTERESTED PARTY

RANGELAND WINES
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
6996 PEACHY CANYON ROAD
PASO ROBLES, CA 93446

CREDITOR

CAPITAL ONE
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
P.O. BOX 60599
CITY OF INDUSTRY, CA 91716-0599

CREDITOR

PG&E
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
P.O. BOX 99700
SACRAMENTO, CA 95899-7300

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CREDITOR

SUNBELT RENTALS
~~ATTN: OFFICER, A MANAGING OR
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OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
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P.O. BOX 409211
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NEW ADDR PER CA SOS

CREDITOR

SUNBELT RENTALS, INC.
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE
2341 DEERFIELD DRIVE
FORT MILL, SC 29715

CREDITOR

WEST COAST WINE PARTNERS
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE
134 CHURCH STREET
SONOMA, CA 95476-6612

NEW ADDR PER CA SOS

CREDITOR

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330 N BRAND BLVD
GLENDALE, CA 91203