

EXHIBIT 3

RULES FOR CONFIRMATION AND OVERBID HEARING

DATE OF HEARING: _____, 2022 at _____ .m.

**LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 21STCV13296
ERIC MIZRAHI v. YEHUDA MAIMON, individually and as Trustee of the
BRIGITTE MIZRAHI LIVING TRUST dated June 21, 2018; US BANK
NATIONAL ASSOCIATION, a national association, and Does 1-25, Inclusive
(the “Case”)**

PLACE*: Stanley Mosk Courthouse
Department 86
111 N Hill Street
Los Angeles, California 90012
(*Participants may attend via LA Court Connect)

**PROPERTY ADDRESS: 531 Esplanade #913, Redondo Beach, CA 90277
(the “Property”)**

RULES:

1) To participate in the Court Confirmation Hearing and Overbidding Procedure, at least forty-eight (48) hours before the hearing, you must present Superior Court Receiver Kevin Singer (the “**Receiver**”) a signed copy of these Rules for Confirmation and Overbid Hearing and a cashier’s check in the amount of \$49,000.00 made out to Orange Coast Title Company (“**Escrow Holder**”). In addition, the participant must present proof of funds in an amount equal to or greater than the amount they are willing to bid. Parties that do not present these items at least forty-eight (48) hours prior to the hearing will not be allowed to participate in the overbid hearing. The overbidding will take place through LA Court Connect, which the Receiver will coordinate. All unsuccessful overbidders will receive their \$49,000.00 deposit checks back at the conclusion of the hearing.

2) The Property shall be available for viewing at specific times prior to the Court Confirmation and Overbid Hearing. Rob Maynard (“**Broker**”) of Keller Williams will coordinate these viewings and can be contacted at (818) 917-8060. The Property is being sold “as is” with no warranties except for transfer of title.

3) The original offerors, Gary Bodner and Lynn Bodner (“**Original Offeror**”), are currently under contract to purchase the Property for \$1,627,000.00. Any overbids are to be on the same terms and conditions as the terms of the Purchase Documents except as to: a) price; b) no financing provision and/or financing contingency; c) no inspection contingency d) no contingency removal

Corporate Headquarters
Los Angeles
11500 W. Olympic Blvd.
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Los Angeles, CA 90064
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Fax: (310) 552-9066

San Francisco
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Suite 3500
San Francisco, CA 94104
Tel: (415) 590-4823
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San Diego
4660 La Jolla Village Drive
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San Diego, CA 92122
Tel: (858) 546-4815
Fax: (858) 646-3097

Sacramento
980 9th Street
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Las Vegas
7251 W. Lake Mead Blvd.
Suite 300
Las Vegas, NV 89128
Tel: (702) 562-4230
Fax: (702) 562-4001

Reno
200 S. Virginia Street
Suite 800
Reno, NV 89501
Tel: (775) 398-3103
Fax: (775) 686-2401

Phoenix
2 N. Central Avenue
Suite 1800
Phoenix, AZ 85004
Tel: (602) 343-1889
Fax: (602) 343-1801

time whatsoever; e) no 1031 exchange cooperation; and f) the Seller is not required to deliver estoppel certificates or provide credits for due diligence. The bidder with the highest offer accepted must sign and agree to the same terms, except for the exceptions a) through e) noted above. The Receiver will have extra copies of these Rules for Confirmation and Overbid Hearing, as well as extra copies of the Purchase Documents with blanks as to the buyer's information. If the Court-confirmed buyer(s) ("**Buyer**") cannot close the transaction within twenty (20) calendar days after the Court Confirmation and Overbid Hearing (the "**Closing Date**"), through no fault of the Seller(s), then the \$49,000.00 deposit (otherwise to be applied toward the purchase price) shall be non-refundable and forfeited, escrow shall automatically terminate without Buyer's signature, and Escrow Holder shall immediately release the forfeited deposit funds to the Receiver's trust account for this Case without Buyer's signature and/or further consent.

4) The first overbid will be \$1,677,000 pursuant to the bid chart below with bidding increments of \$50,000.00 increases thereafter. Then, the bids will continue to increase by increments listed in the bid chart until a winner/Buyer is determined. The Original Offeror shall have the right to match any bid during the Court Confirmation and Overbid Hearing. If the Original Offeror matches an offer and there are no additional overbids, then the Original Offeror will be the highest bidder/Buyer.

| Bid No. | Bid Amount |
|-----------------------------------|-------------------|
| Original Offerors' Current Offer: | \$1,627,000.00 |
| 1st Overbid | \$1,677,000.00 |
| 2nd Overbid | \$1,727,000.00 |
| 3rd Overbid | \$1,777,000.00 |
| 4th Overbid | \$1,827,000.00 |
| 5th Overbid | \$1,877,000.00 |
| 6th Overbid | \$1,927,000.00 |
| 7th Overbid | \$1,977,000.00 |
| 8th Overbid | \$2,027,000.00 |
| 9th Overbid | \$2,077,000.00 |
| 10th Overbid | \$2,127,000.00 |
| 11th Overbid | \$2,177,000.00 |
| 12th Overbid | \$2,227,000.00 |
| 13th Overbid | \$2,277,000.00 |
| 14th Overbid | \$2,327,000.00 |
| 15th Overbid | \$2,377,000.00 |

5) Buyer has reviewed the terms of the Purchase Documents. Buyer will also execute the Purchase Documents immediately following the Court

Confirmation and Overbid Hearing if confirmed by the Court as the buyer of the Property. The Closing Date set forth herein shall not be delayed or stayed due to any appeal rights by the parties in the Case.

6) The Court presiding over the Case shall retain jurisdiction over any legal disputes relating to or arising out of the Court Confirmation and Overbid Hearing and/or sale of the Property between Buyer and the Receiver. Buyer waives any right to a jury trial over any legal disputes relating to or arising out of the Court Confirmation and Overbid Hearing and/or sale of the Property. The Court presiding over the Case reserves the right to: amend any of the rules pertaining to the process; cancel the Court Confirmation and Overbid Hearing; or cancel the Purchase Documents in their entirety.

I agree to all of the above rules and procedures:

X _____

(Print Name)

_____ (Date)

If you have any questions, please feel free to give me a call at (310) 552-9064.

Sincerely,

Kevin Singer
Superior Court Receiver

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am more than eighteen years old and not a party to the within action. My business address is 11500 W. Olympic Boulevard, Suite 530, Los Angeles, California 90064.

On March 31, 2022, I served the foregoing document described herein as:

RECEIVER’S EX PARTE APPLICATION FOR ORDERS:

1. **SETTING A COURT CONFIRMATION AND OVERBID HEARING DATE FOR THE SALE OF THE REAL PROPERTY LOCATED AT 531 ESPLANADE #913, REDONDO BEACH, CA 90277 TO GARY BODNER AND LYNN BODNER OR THE HIGHEST BIDDER;**
2. **APPROVING RECEIVER’S RECOMMENDED RULES FOR OVERBID PROCEDURE AT THE COURT CONFIRMATION AND OVERBID HEARING; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF KEVIN SINGER**


BY MAIL: I am familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence is deposited with the United States Postal Service on the same day this declaration was executed, in the ordinary course of business. I know the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date, following ordinary business practices, in the United States Mail at Los Angeles, California. See attached Service List.

BY EMAIL: I emailed said document to the email address(es) included in the attached Service List.

BY FEDEX TWO-DAY DELIVERY: I enclosed the documents in an envelope or package provided by FedEx and addressed to the offices of the listed address on the attached Service List. I placed the envelope or packaged for collection and overnight delivery at an office or a regularly utilized drop box of FedEx.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 31, 2022, at Los Angeles, California.



 Jackson Wyche

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Service List

Via E-Mail:

| | |
|--|---|
| <p>Erwin J. Shustak, Esq. Katherine S. Bowles, Esq. Anne Swenson, Esq. Michelle Bridger SHUSTAK REYNOLDS & PARTNERS, P.C.</p> <p>shustak@shufirm.com kbowles@shufirm.com aswenson@shufirm.com mbridger@shufirm.com</p> | <p><i>Counsel for Defendant/Cross-Complainant Yehuda Maimon, individually and as Trustee of the Brigitte Mizrahi Living Trust</i></p> |
| <p>Zena M. Kalioundji BINDER KALIOUNDJI LLP 20944 Sherman Way, Suite 215 Canoga Park, CA 91303</p> <p>zena@binderkal.com</p> | <p><i>Counsel for Plaintiff/Cross-Defendant Eric Mizrahi</i></p> |
| <p>Melissa Coutts, Esq. MCCARTHY & HOLTHUS LLP 2763 Camino Del Rio S, Ste 100 San Diego, CA 92108-3708</p> <p>mcoutts@mccarthyholthus.com</p> | <p><i>Counsel for Cross-Defendant U.S. Bank National Association</i></p> |