

1 **RAINES FELDMAN LITTRELL LLP**
Kathy Bazoian Phelps (State Bar No. 155564)
2 *kphelps@raineslaw.com*
1900 Avenue of the Stars, 19th Floor
3 Los Angeles, California 90067
Telephone: (310) 440-4100
4 Facsimile: (310) 691-1943

5 Attorneys for Receiver
STAPLETON GROUP, INC.
6
7

8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA

10
11 FEDERAL TRADE COMMISSION,
12 Plaintiff,

13 v.

14 AUTOMATORS LLC, et al.,
15 Defendants.

16
17 PEREGRINE WORLDWIDE, LLC, a
Delaware limited liability company,
18 Relief Defendant.
19
20
21
22

Case No.: 3:23-cv-01444-DMS-BGS

Assigned to Hon. Dana M. Sabraw

**NOTICE OF MOTION AND
MOTION FOR ORDER
APPROVING:**

- (1) ENGAGEMENT OF
BROKER AND LISTING
AGREEMENT;**
- (2) SALES AND
PUBLICATION
PROCEDURES FOR THE
SALE OF REAL
PROPERTY COMMONLY
KNOWN AS 4560 VIA
GAVIOTA, RANCHO
SANTA FE, CALIFORNIA
92091; AND**
- (3) SALE OF PERSONAL
PROPERTY**

*MEMORANDUM OF POINTS AND
AUTHORITIES, ORDER AND
SUPPORTING DECLARATIONS
FILED HEREWITH*

Date: January 26, 2024
Time: 1:30 p.m.
Dept: 13A

Complaint Filed: August 8, 2023

1 **PLEASE TAKE NOTICE** that the Stapleton Group Inc., Inc., in its
2 capacity as the Receiver for (a) Automators LLC, also dba Automators AI and
3 Ecom Skool, a Nevada limited liability company; (b) Empire Ecommerce LLC;
4 (c) Onyx Distribution LLC, a California limited liability company; (d) Stryder
5 Holdings LLC, a California limited liability company; (e) Pelenea Ventures LLC,
6 a Tennessee limited liability company; each of the foregoing's subsidiaries,
7 fictitious business names, affiliates, successors, and assigns; (f) Peregrine
8 Worldwide, LLC; and (g) any other entity that has conducted any business the
9 alleged illegal sale of business opportunities and coaching programs of the
10 defendants in the Receivership Action and that the Receiver determines is
11 controlled or owned by any such defendant (collectively, the "Receivership
12 Entities"), hereby moves the Court for an order seeking approval of (1) the
13 engagement of Douglas Elliman Real Estate ("Broker" or "Douglas Elliman") as
14 the broker to sell the property located at 4560 Via Gaviota, Rancho Santa Fe,
15 California 92091 (the "Property") and the Listing Agreement attached as Exhibit
16 "1"; (2) the sales and publications procedures set forth herein; and (3) the sale of
17 the personal property located at the Property (the "Motion").

18 The Motion has been set for hearing on January 26, 2024 at 1:30 p.m. in
19 the above-referenced courtroom. The Motion seeks the following relief:

- 20 1. To approve the Listing Agreement with Douglas Elliman Real
21 Estate attached as Exhibit "1" to the Declaration of Kenton Johnson
22 ("Johnson Declaration").
- 23 2. To authorize the sale of the real property commonly known as 4560
24 Via Gaviota, Rancho Santa Fe, California 92091 ("Property") on an
25 "as is" basis as more fully described in the sale contract attached to
26 the Johnson Declaration as Exhibit "2."

27
28

1 3. To approve the following sales procedures:

2 a. The Receiver shall hold an overbid auction (the “Auction”) within 25
3 days of the date of the Receiver entering into an Initial Purchase
4 Contract. The Auction shall be conducted at the Receiver’s offices in
5 Solano Beach at 515 Via de la Valle, Suite 210, Solana Beach, CA
6 92075. Bidding at the Auction shall also be available by telephone.

7 b. The Receiver shall cause to be published a notice of the Auction, which
8 notice shall state the date, time and place of the Auction, the
9 requirement for pre-qualification by overbidders and the terms and
10 conditions of the overbidding and sale of the Property, as described
11 below (“Overbid Notice”). The Receiver shall cause the Overbid Notice
12 to be published in the San Diego Tribune two times prior to the date of
13 the overbid session, with the first publication to be at least ten days prior
14 to the date of the Auction. The San Diego Tribune is a daily newspaper
15 of general circulation in San Diego County, California where the
16 Property is located and one in which legal notices, including sale
17 notices, are commonly published.

18 c. Any interested party wishing to overbid at the Auction shall be required
19 to pre-qualify with the Receiver not less than four business days before
20 the Auction by delivering to the Receiver’s counsel’s office located at
21 Raines Feldman Littrell LLP, to the attention of Kathy Bazoian Phelps:
22 (a) notice in writing of the prospective overbidder’s intent to overbid;
23 (b) written verification from a financial institution demonstrating to the
24 Receiver’s satisfaction, in its sole and absolute opinion and judgment,
25 the prospective overbidder’s ability to complete and close a purchase
26 of the Property through existing sufficient funds and/or approved credit
27 facilities within 20 days of the overbid session; and (c) a cashier’s check
28 in the sum of \$300,000 payable to “Automators Receivership,” which

1 cashier's check shall become nonrefundable upon acceptance of the
2 overbidder's overbid at the conclusion of the overbid session
3 ("Qualified Overbidder").

- 4 d. Qualified Overbidders shall be deemed to have completed all
5 inspections of the Property and shall be deemed to have waived and/or
6 removed all contingencies in favor of the Initial Purchaser under the
7 Proposed Purchase Agreement, including without limitation any
8 contingency pertaining to inspection of title and any financing
9 contingency, and shall be required to complete a cash purchase of the
10 Property and close escrow for the purchase of the Property within 20
11 days of the date of the overbid session, subject to any waiting period
12 imposed by the title company as a requirement of its issuance of a
13 policy of title insurance. The successful overbidder shall be required
14 to execute a purchase agreement for the Property substantially in the
15 form of the Proposed Purchase Agreement, together with a waiver of
16 all buyer contingencies promptly after conclusion of the overbid
17 session and to otherwise generally perform in the manner provided in
18 the Proposed Purchase Agreement.
- 19 e. The initial overbid shall be in the amount of 3% of the Purchase Price
20 under the Proposed Purchase Agreement, and all subsequent overbids
21 shall be in an amount at least \$50,000 higher than the preceding bid.
- 22 f. In addition, pursuant to the Proposed Purchase Agreement and the
23 Residential Listing Agreement with Broker, a sales commission in the
24 amount of 5.0% of the purchase price paid by the Initial Purchaser or,
25 if a higher overbid is received and accepted at the overbid session, by
26 the winning overbidder, shall be paid from the proceeds of the sale at
27 close of escrow, and no other sales commission shall be paid from the
28 proceeds of the sale or shall be paid by or be the responsibility of the

1 Receiver under any circumstance.

2 g. The sale of the Property by private sale to the Initial Purchaser under
3 the Proposed Purchase Agreement or to the highest qualified
4 overbidder at the overbid session conducted pursuant to the procedures
5 set forth herein (the “Successful Bidder”), shall be deemed approved
6 and confirmed by Order entered pursuant to a separate motion to be
7 filed by the Receiver following the conclusion of the Auction and
8 determination of the Successful Bidder.

9 4. Authorizing the sale of the Personal Property identified in Exhibit “4”
10 attached to the Johnson Declaration for a price that is at least two-thirds of the
11 net value anticipated to be received at an auction.

12
13 Dated: January 4, 2024

RAINES FELDMAN LITTRELL LLP

14
15 By: s/ Kathy Bazoian Phelps
16 Kathy Bazoian Phelps
17 Attorneys for Receiver
STAPLETON GROUP, INC.

18
19
20
21
22
23
24
25
26
27
28