

**EXHIBIT "2"**

## **BIDDING FORM RE: PURCHASE AND SALE**

The undersigned (“Offeror”) hereby offers (the “Bid”) to purchase from Richard K. Diamond, Chapter 7 Trustee (the “Trustee” or “Seller”) of the bankruptcy estate of JOSE D. CUBIAS and ANA D. CARMEN CUBIAS, as Chapter 7 Debtors, Bankruptcy Case No. 2:10-bk-21652-BR, the asset (the “Asset”) described as follows:

The estate’s right, title, and interest, if any, in the litigation claims pending in an action (the “Asset” or “State Court Action”) described as follows: Cubias v. Carl Karcher Enterprises, Inc. (Carl Karcher Wage and Hour Cases II [Manager Cases]), Judicial Council Coordination Proceeding No. 4537 [Class Action Case Nos. BC430282], pending in the Superior Court of the State of California for the County of Santa Barbara (the “State Court”).

Offeror agrees to be bound by the terms set forth in the Trustee’s motion to sell the Asset, a copy of which Offeror has received, subject to the following additional terms:

The Offeror recognizes that the Trustee has, and has, sole discretion in accepting and rejecting bids. There are no contingencies to the Offer whatsoever. The sale is subject to acceptance by the Trustee in a Bankruptcy Court auction sale (the “Auction”). Offeror understands that the Seller is a Trustee appointed to liquidate assets of a bankruptcy estate. Offeror further understands that the sale is “as is” and “where is” without warranty or recourse whatsoever, and that the sale is subject to certain claims and interests described in the motion (the “Asset”). Offeror has completed all due diligence which Offeror requires before purchasing the asset.

Offeror offers \$ \_\_\_\_\_ [at least \$250,000] for the Asset. Offeror is providing herewith an initial deposit (the “Initial Deposit”) in the form of bank cashier’s check issued in the sum of 10% of the purchase price (i.e., an Initial Deposit of at least \$25,000) payable to “Richard K. Diamond, Trustee,” with delivery to Danning, Gill, Diamond & Kollitz, LLP, Attn: Zev Shechtman, 1900 Avenue of the Stars, 11<sup>th</sup> Floor, Los Angeles, CA 90067-4402, which 10% deposit shall be credited to the sale price. The Initial Deposit shall be non-refundable in the event that the Court confirms the sale to the Offeror but Offeror breaches his, her or its obligations under the Offer, in which event the Trustee shall be free to sell the Property to another. Offeror’s sole remedy in the event that the Trustee is unable to close the sale shall be a return of the Initial Deposit in full. If the Offeror performs in full under the terms of the Offer, but the Court confirms the sale of the Property to another, Offeror’s Initial Deposit shall be refundable to such Offereorin full.

If Offeror is not the successful bidder at the Auction, Offeror may opt to be a back-up bidder, in which case Offeror’s Initial Deposit will be retained by the Trustee until the sale closes

or the successful bidder defaults. The Trustee will select the best and highest back-up bidder(s), if any, in the Trustee's discretion. The Initial Deposit of any backup bidder shall otherwise be held on the same terms described in the preceding paragraph.

The Trustee requires that this Bid and the Initial Deposit be actually received by the Trustee prior to the commencement of the hearing on the motion to sell the Asset, on November 29, 2017, at 10:00 a.m. The Trustee retains the sole discretion to accept or reject any bid offers at any time prior to the commencement of the hearing on the motion. In any event, no party will be allowed to participate in the Auction absent delivery of the Initial Deposit and Bid, in a form acceptable to the Trustee, prior to the commencement of the Auction.

The Auction which will be held on November 29, 2017, at 10:00 a.m., in Courtroom 1668, 16<sup>th</sup> Floor, 255 East Temple Street, Los Angeles, CA 90012.

All parties wishing to participate in the Auction must arrange to appear personally, through an attorney or other expressly authorized representative. Telephonic appearances, if and to the extent permitted by the Court, are subject to the Court's procedures.

Offeror is also submitting the attached declaration evidencing Offeror's good faith.

Offeror shall pay any applicable sales tax.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name of Offeror)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number and Email Address)

\_\_\_\_\_  
(Signature of Offeror or Authorized Agent  
of Offeror, if Applicable)

\_\_\_\_\_  
(Name and Title of Agent of Offeror,  
if Applicable)

**DECLARATION OF POTENTIAL BIDDER**

I, [name] \_\_\_\_\_, declare as follows:

1. I am personally familiar with the following facts and if called upon to testify as a witness thereto, I could and would competently do so. I have made or intend to make an offer, as a potential overbidder, to purchase from Richard K. Diamond, not individually, but solely in his representative capacity, as the Chapter 7 trustee (the "Trustee" or "Seller") of the bankruptcy estate of CUBIAS and ANA D. CARMEN CUBIAS, as Chapter 7 Debtors, Bankruptcy Case No. 2:10-bk-21652-BR the asset (the "Asset") described as follows:

The estate's right, title, and interest, if any, in the litigation claims pending in an action (the "Asset" or "State Court Action") described as follows: Cubias v. Carl Karcher Enterprises, Inc. (Carl Karcher Wage and Hour Cases II [Manager Cases]), Judicial Council Coordination Proceeding No. 4537 [Class Action Case Nos. BC430282], pending in the Superior Court of the State of California for the County of Santa Barbara (the "State Court").

2. I am aware that the Trustee has filed a motion to sell the Property, and that an auction sale of the Asset at a Bankruptcy Court hearing is scheduled for November 29, 2017, at 10:00 a.m.

3. I have no prior connections to the Debtors, unless and except as provided below.

4. I have no prior connections to the Trustee, unless and except as provided below.-

5. Any connections to the Debtors or to the Trustee (if none, write "none"): \_\_\_\_\_

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6. Except as expressly set forth herein, I have no agreements with any other parties relating to the purchase of the Asset.

I declare, under penalty of perjury that the foregoing is true and correct.  
Executed on [date] \_\_\_\_\_, at [Place] \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Number and Email Address

\_\_\_\_\_  
Mailing Address