

CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

In re:

FOCUS III, INC.,

Assignor,

To

LARRY S. HYMAN

Assignee.

Case No. 10-008018

Division: G

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MAY 03 2010

CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY, FL

**NOTICE OF AND MOTION TO AUTHORIZE THE SALE OF CERTAIN ASSETS; NOTICE
CONCERNING ESTABLISHMENT OF BIDDING AND SALE PROCEDURES;
AND NOTICE OF HEARING ON ANY TIMELY FILED OBJECTIONS**

(Last Day to Object to Sale is Monday, May 24, 2010 at 5:00 p.m.)

PLEASE TAKE NOTICE, all creditors and interested parties have until and including **Monday, May 24, 2010 at 5:00 p.m.** to object to the sale of the property described herein by sale as contemplated by this Notice.

You must file your objection to this Notice with the Clerk for Pinellas County, Sixth Judicial Circuit, 315 Court Street, Clearwater, Florida 33756-0989 and serve a copy by U.S. Mail and Facsimile Transmission on (i) Larry S. Hyman, CPA, P.O. Box 18614, Tampa, FL 33679, and (ii) Susan H. Sharp, Esq., Stichter Riedel Blain & Prosser, 110 E. Madison Street, Suite 200, Tampa, Florida 33602, Fax No. 813/229-1811.

If you file and serve an objection within the time permitted, this Notice and the objection will be heard before the Honorable W. Douglas Baird at a hearing to be scheduled (the "Sale Hearing") and you will be notified regarding same.

LARRY HYMAN, as Assignee of the assets of FOCUS III, INC. ("Assignor"), by and through his undersigned counsel, hereby provides notice to all parties in interest that he intends to sell the items of Assignor identified herein and that he hereby gives notice of certain bid procedures and moves the Court to approve this sale and resolve any objections to the relief and

notice sought herein (the "**Sale Motion**"). In support of this Sale Motion, the Assignee states as follows:

I. PROCEDURAL AND FACTUAL BACKGROUND

1. On April 12, 2010, a Petition was filed with this Court initiating an assignment for the benefit of creditors (the "**Petition Date**").

2. Larry Hyman is the Assignee of the assets of the Assignor.

3. Assignor is a direct marketing company that generates sales leads for businesses. They offer a complete turnkey solution from production to media placement to fulfillment.

II. OFFER TO PURCHASE 2006 PORSCHE

4. By this Sale Motion, Assignee seeks to sell the 2006 Porsche Cayenne 4-door Sport Utility (the "**Vehicle**") listed on the Assignor's Schedule B.

5. Assignee has received an offer from Michael Vazquez (the "**Vehicle Purchaser**") to purchase the Vehicle for the purchase price of \$29,000.00 (the "**Vehicle Purchase Price**") to be remitted to the Assignee at the closing. The Vehicle Purchaser is a former employee of Assignor.

6. BB&T has a lien on the Vehicle, which is approximately \$28,695.82 (the "**BB&T Lien**") and will be satisfied from the Vehicle Purchase Price.

7. On information and belief the value of the Vehicle is approximately the same as the BB&T Lien.

8. The Assignee reserves the right to amend and modify any and all offers referenced hereinabove by filing and serving such amendment on all creditors.

9. If no objections are timely filed and served, closing on the sale of the Vehicle shall take place on **Friday, May 28, 2010**, or at such other time mutually acceptable to Assignee and the respective Purchaser (the "**Closing Date**").

10. Notwithstanding anything contrary in the offer, the Assignee and the Vehicle Purchaser agree:

a. The Vehicle will be sold on a "WHERE IS" and "AS IS" basis with no representations or warranties of any nature whatsoever from the Assignee or Assignor.

b. The Assignee will pay off the existing lien which is estimated to be approximately \$28,695.82.

c. The Purchase Price shall be paid in a lump sum of readily available funds and paid to Assignee immediately at closing.

d. The sale of the Vehicle is subject to higher and better offers pursuant to the bid procedures outlined below.

e. The Offers are not subject to any contingencies, other than, in the event of an objection to this Sale Motion, approval of the Court.

f. If no objection is filed, the sale of the Vehicle shall occur without hearing or further notice on **Friday, May 28, 2010**.

g. If no objection is filed, Assignee may still request the Court to enter an order on this Sale Motion.

III. NOTICE OF BID PROCEDURES AND OBJECTION DEADLINE

16. The Assignee provides notice that he will require compliance with the procedures set forth herein. The Assignee believes that the purchase, bidding, and sale process set forth herein will create a fair and level playing field for all interested bidders. The Assignee submits that these proposed procedures will satisfy all interested parties by assuring that the Assignee will achieve the maximum value set for the Vehicle.

17. The Assignee will accept competing bids on the Vehicle.

18. The following procedures for the submission and consideration of any bid ("**Bid**") by any bidder or competing bidder ("**Bidder**") for the Vehicle shall be as follows:

a. Any Bidder must deliver a Bid for the Vehicle by either hand-delivery or facsimile transmission no later than **4:00 p.m. (Eastern Standard Time) on Monday, May 24, 2010** (the "**Bid Deadline**") to the following:

Larry S. Hyman, CPA
P.O. Box 18614
Tampa, Florida 33679
Fax No.: (813) 875-2797

With a copy to

Susan H. Sharp, Esq.
Stichter, Riedel, Blain & Prosser, P.A.
110 East Madison Street, Suite 200
Tampa, Florida 33602
Fax No.: 813/229-1811

18. Each Bid must include the following:

a. A copy of the appropriate Offer executed by Bidder, with terms no less favorable to the Assignee than contained in the Offer for the Vehicle .

b. The bidder must have certified funds.

c. Any Bid shall not be contingent upon receipt of financing necessary to its consummation.

d. Any Bid shall not contain any conditions precedent to such Bidder's obligation to purchase or otherwise acquire the Vehicle.

19. The Vehicle will be sold without any representations or warranties, "AS IS" and "WHERE IS."

20. Any auction to consider any qualified competing bid for the Vehicle will be held on **Friday, May 28, 2010 at 10:00 a.m.** (Eastern Standard Time) at the law firm of Stichter, Riedel, Blain & Prosser, P.A., 110 East Madison Street, Suite 200, Tampa, Florida 33602.

21. Each Bid being submitted pursuant to paragraph 18(a) above must exceed the Purchase Price by \$100.00 and all subsequent higher bids must be in increments of \$50.00 (collectively the "**Overbid Amounts**").

22. At the conclusion of the auction, the winning purchaser shall immediately close on the sale of the Vehicle unless the winning purchaser and Assignee agree to a mutually agreeable time for closing, which in no event shall be later than **Friday, May 28, 2010 at 4:00 p.m.** (Eastern Standard Time).

23. If any Bid does not conform to all the requirements set forth above, such Bid will not be considered and will not be admissible at the Sale Hearing.

IV. NOTICE AND OPPORTUNITY TO OBJECT

25. Florida Statute 727.111(4) provides that the assignee "shall give the assignor and all creditors not less than 20 days' notice by mail of a proposed sale of assets of the estate other than in the ordinary course of business Any and all objections to the proposed action must be filed and served upon the assignee and the assignee's attorney, if any, not less than 3 days before the date of the proposed action. . . . If no objections are timely filed and served, the assignee may take such action as described in the notice without further order of the court. . . ."

26. Absent timely objections, Assignee may complete sale and/or require bid procedures as set forth herein.

27. Assignee gives notice that he will conduct the sale as set forth herein, sell the Vehicle and deposit proceeds into an escrow account for the benefit of the estate's creditors.

28. All parties requesting the opportunity to bid on the Vehicle must comply with the terms set forth herein.

29. Any objections to the Sale Motion must be filed and served with the Clerk of the Circuit Court for Hillsborough County, Thirteenth Judicial Circuit, George E. Edgecomb Courthouse, 800 Twiggs Street, Tampa, Florida 33602, and upon the Assignee, Larry S. Hyman, CPA, Assignee, P.O. Box 18614, Tampa, Florida 33679 (including by facsimile transmission at (813) 875-2797) and the Assignee's counsel, Susan H. Sharp, Esq., Stichter Riedel Blain & Prosser, 110 E. Madison Street, Suite 200, Tampa, Florida 33602 (including by facsimile transmission at 813/229-1811), no later than **5:00 p.m. on May 24, 2010.**

30. In the event of an objection, the Sale Motion and objection shall be heard at the Sale Hearing to be scheduled before the Honorable Martha J. Cook and of which the objecting party will be notified.

WHEREFORE, Assignee respectfully requests the entry of an order:

- A. granting the Sale Motion;
- B. finding that the Bidding and Sale Procedures are reasonable;
- C. approving the Overbid Amounts; and
- D. approving such other and further relief as is just, equitable and proper.



Susan H. Sharp (Florida Bar No. 0716421)
STICHTER, RIEDEL, BLAIN & PROSSER, P.A.
110 East Madison Street, Suite 200
Tampa, Florida 33602
PH (813) 229-0144
FAX (813) 229-1811
Attorneys for Assignee
ssharp@srbp.com

CERTIFICATE OF SERVICE

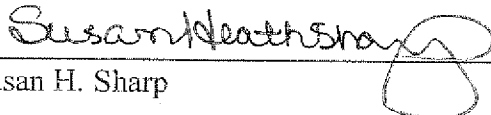
I HEREBY CERTIFY that a true and correct copy of the Notice of and Motion to Authorize the Sale of Vehicle; Notice Concerning Establishment of Bidding and Sale Procedures; and Notice of Hearing on Any Timely Filed Objections has been furnished by U.S.

Mail on this 3rd day of May, 2010, to:

Larry S. Hyman, CPA
P.O. Box 18614
Tampa, FL 33679

for service on:

All parties listed on the Matrix. Upon service to such parties, a representative of Assignee will file with the Court an affidavit of service.



Susan H. Sharp