

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

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In re:

Chapter 7

DILUKSHA ANTHONY RODRIGO  
aka DEE RODRIGO,

Case No.: 23-44284 (JMM)

Debtor.

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**TERMS AND CONDITIONS OF SALE**

A. These terms and conditions of sale (the “**Terms and Conditions of Sale**”) are being promulgated in connection with the United States Bankruptcy Court, Eastern District of New York (the “**Bankruptcy Court**”) authorized auction sale (the “**Auction Sale**”) of one (1) 2016 Mercedes G63 sport utility vehicle, VIN WDCYC7DF9GX247482 (“**Vehicle**”). The seller of the Vehicle is David J. Doyaga, Sr. solely in his capacity as the Chapter 7 Trustee (the “**Trustee**” and/or the “**Seller**”) for the Estate of Diluksha Anthony Rodrigo aka Dee Rodrigo (the “**Debtor**”), a Debtor in a Chapter 7 case currently pending in the United States Bankruptcy Court for the Eastern District of New York under the caption and case number set forth above. The Trustee’s retained special liquidator is MYC & Associates, Inc. (“**MYC**” or “**Liquidator**”), 1110 South Avenue, Suite 22, Staten Island, New York 10314; Telephone (347) 273-1258; E-mail: [sales@MYCcorp.com](mailto:sales@MYCcorp.com); and website: [www.MYCcorp.com](http://www.MYCcorp.com).

B. The Auction Sales will take place pursuant to the Court’s Order on January 6, 2026, at 11:00 AM. The Trustee reserves his right to conduct the Auction Sale online or by video/telephone conferencing.

C. Information regarding the Auction Sale can be found on MYC’s website or by contacting MYC. This information is set forth in paragraph “A” above.

D. The Trustee, in his sole discretion and under his business judgment authority, intends to sell the Vehicle, at auction, for the highest and/or best bid. The Trustee has received an offer from IVIS Auto Group LLC, 164 E. Prospect Street, South River, NJ 08882 (“**IVIS**”), who has agreed to purchase the Vehicle for Fifty Thousand and 00/100 Dollars (\$50,000.00). The Trustee shall use IVIS’s offer as the opening bid and reserve price for the Vehicle at the Auction Sale.

E. As a condition to be permitted to bid on the Vehicle at the Auction Sale, by 5:00 p.m. (EST) on January 5, 2026, each prospective bidder must: (i) register with MYC; (ii) deliver to MYC these Terms and Conditions of Sale appropriately signed and dated; and (iii) deliver to MYC Ten Thousand and 00/100 Dollars (\$10,000.00) (“**Qualifying Deposit**”) in the form of a wire or cashier’s/bank check made payable to “David J. Doyaga, Sr., Chapter 7 Trustee”, which amount shall serve as a good faith deposit against payment of the purchase price by such bidder in the event that such bidder is

determined to have made the highest and best bid (“Successful Bidder”).

F. Only those bidders who qualify to bid on the Vehicle in accordance with these Terms and Conditions will receive a link to participate in the Auction Sale. If no bidders other than IVIS qualify to participate in the Auction Sale, the Auction Sale shall be cancelled and IVIS is recognized by the Trustee as having submitted the highest and best bid for the Vehicle.

G. The opening bid for the Vehicle at the Auction Sale will be Fifty-Five Thousand Dollars and 00/100 (\$55,000.00) and bidding shall proceed in One Thousand and 00/100 Dollar (\$1,000.00) increments or an amount deemed appropriate by the Liquidator in consultation with the Trustee.

H. No later than two (2) business days following the day on which the Auction Sale concluded (or such later time as the Trustee may agree)(“**Closing Date**”), the Successful Bidder must tender the balance of its highest and best bid for the Vehicle minus the Qualifying Deposit (“**Balance**”). Said payment must also be in the form of a wire or cashier’s/bank check made payable to “David J. Doyaga, Sr., Chapter 7 Trustee.”

I. Immediately after the Successful Bidder tenders the Balance or otherwise performs its obligations under these Terms of Sale, the Trustee, or his representatives, will return the Qualifying Deposits to all other bidders. In the event the Successful Bidder fails to tender the Balance as required or otherwise perform its obligations under these Terms and Conditions of Sale, the Trustee shall retain the Qualifying Deposit of the Successful Bidder as liquidated damages and require the second highest and best bidder (the “**Second Bidder**”), who remains bound by these Terms and Conditions of Sale, to tender its Balance within two (2) business days from the date of notification. If the Second Bidder fails to tender the Balance as required or perform its obligations under these Terms and Conditions of Sale, the Trustee shall retain the Qualifying Deposit of the Second Bidder as liquidated damages and is authorized to resell the vehicle via Auction at a later date without a further Order of this Court.

J. The Successful Bidder, Second Bidder or their assignee, shall pay all of its expenses incurred as a purchaser, including, but not limited to, attorneys’ fees, transportation, registration, or any commission or fees to a broker or a consultant engaged by the Successful Bidder or Second Bidder in connection with the purchase of the Vehicle. The Successful Bidder, Second Bidder or their assignee, acknowledges that he, she, or it, will be responsible for any incidental expenses, and for the completion of any transfer forms, if applicable.

K. The sale of the Vehicle to the Successful Bidder or Second Bidder, will be sold “AS IS”, “WHERE IS”, “WITH ALL FAULTS”, without any representations, covenants, guarantees or warranties of any kind or nature whatsoever, and free and clear of all liens, claims, encumbrances and interests of whatever kind or nature pursuant to section 363(f) of the Bankruptcy Code, with such liens, claims, encumbrances and interests, if any, to attach to the proceeds of the Auction Sale of the Vehicle to which such liens, claims, encumbrances and interests attached and in such order and priority as they existed immediately prior to the date of the Auction Sale. By delivering their respective Qualifying Deposits, all bidders acknowledge that they have had the opportunity to review and perform due diligence on the Vehicle, the state of title thereof and laws, rules and regulations applicable thereto, and will rely solely thereon and on their own independent investigations and inspections of the Vehicle in making their bids. All bidders acknowledge that they have conducted their own due diligence in connection with the Vehicle and are not relying on any information provided by the Trustee, MYC or

the Trustee's retained professionals.

L. The Trustee shall convey the Vehicle by delivery of a bill of sale in form and substance reasonably satisfactory to the Successful Bidder or Second Bidder, as the case may be, and execution of such other documents that such Successful Bidder deems reasonably customary and necessary in connection with such sale(s). The Trustee, as seller will provide such further consents, instruments and documents as the Successful Bidder or Second Bidder may reasonably request to facilitate a more effective conveyance, sale, assignment and/or transfer to the Successful Bidder or Second Bidder of title to the Vehicle.

M. Nothing contained in these Terms and Conditions of Sale shall supersede or alter any provisions of Title 11 of , United States Code (the "**Bankruptcy Code**") and/or of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") or otherwise interfere with the jurisdiction of the Bankruptcy Court. To the extent of any conflict between the Bankruptcy Code and/or the Bankruptcy Rules and these Terms and Conditions of Sale, the Bankruptcy Code and/or the Bankruptcy Rules shall govern. All the terms and conditions set forth in these Terms and Conditions of Sale are subject to modification as may be directed by the Trustee, or by the Bankruptcy Court. The Trustee reserves the right to modify these Terms and Conditions of Sale at or before the Auction Sale, or thereafter, to maintain consistency with the provisions of the Bankruptcy Code, Bankruptcy Rules, and/or orders of the Bankruptcy Court.

N. These Terms and Conditions of Sale will be read into the record or specifically incorporated by reference at the Auction Sale of the Vehicle. By making a bid for the Vehicle, all bidders shall be deemed to have acknowledged having read, accepting and understanding these Terms and Conditions of Sale and to have agreed to be bound by them in all respects.

O. The Trustee shall be a party to the Auction Sale of the Vehicle exclusively in his capacity as Trustee of the Debtor's bankruptcy estate and not as an individual. If the Trustee is unable to deliver the Vehicle in accordance with these Terms and Conditions of Sale for any reason whatsoever, his only obligation will be to refund the Deposit to the Successful Bidder (or Second Bidder) and upon such refund the Successful Bidder (or Second Bidder) will have no recourse or claim against the Trustee, MYC, the Trustee's retained professionals, or the Debtor's estate.

P. The Trustee reserves his right to withdraw the Vehicle from the Auction Sale, either prior or subsequent to the Auction Sale, for any reason whatsoever, without notice, as he may exclusively deem necessary or appropriate.

Q. The Auction Sale may be subject to confirmation by the Bankruptcy Court. MYC, the Trustee, or the Trustee's attorney shall notify the Successful Bidder or Second Bidder, as the case may be, whether or not the Auction Sale is confirmed. Any disputes concerning the Auction Sale shall be determined by the Bankruptcy Court. By participating in the Auction Sale, all bidders consent to the jurisdiction of the Bankruptcy Court to hear and determine such disputes as core proceedings in the Debtor's pending Chapter 7 case.

R. By making a bid for the Vehicle, all bidders shall be deemed to have acknowledged having read, and understand, these Terms and Conditions of Sale and have agreed to be bound by them.

I have read these Terms of Sale and agree to be bound by them.

Name of Bidder (print): \_\_\_\_\_

Name and Title of Authorized Representative of Bidder (if applicable): \_\_\_\_\_

Signature of Bidder or Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_