

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  LOBEL WEILAND GOLDEN FRIEDMAN LLP Jeffrey I. Golden, State Bar No. 133040 jgolden@lwgfllp.com Reem J. Bello, Bar No. 198840 rbello@lwgfllp.com 650 Town Center Drive, Suite 950 Costa Mesa, California 92626 Telephone 714-966-1000 Facsimile 714-966-1002  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Chapter 7 Trustee Weneta M.A. Kosmala	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</b>	
In re: JOHN OLAF HALVORSON,          Debtor(s).	CASE NO.: 8:15-bk-13556-MW CHAPTER: 7          <b>NOTICE OF SALE OF ESTATE PROPERTY</b>

<b>Sale Date:</b> 11/06/2017	<b>Time:</b> 2:00 pm
<b>Location:</b> United States Bankruptcy Court, Courtroom 6C, 411 West Fourth Street, Santa Ana, California 92701	

**Type of Sale:** ☒ Public ☐ Private **Last date to file objections:** 11/23/2017

**Description of property to be sold:** Any and all non-exempt claims, rights and interests, in whatever form and manner, held by the Estate.

**Terms and conditions of sale:** Subject to Bankruptcy Court approval. Sale is on an as-is where-is basis with no representations or warranties, subject to liens or encumbrances, if any, except as otherwise stated. See attached notice of hearing.

**Proposed sale price:** \$ 350,000.00

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

**Overbid procedure (*if any*):** None.

**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

Sale Date: November 6, 2017, 2:00 p.m.

Location

United States Bankruptcy Court

Central District of California, Santa Ana Division

411 W. Fourth Street, Courtroom 6C

Santa Ana, CA 92701

**Contact person for potential bidders (*include name, address, telephone, fax and/or email address*):**

Date: 10/06/2017

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

650 Town Center Drive, Suite 950  
Costa Mesa, CA 92626

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 10/06/2017, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On (date) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

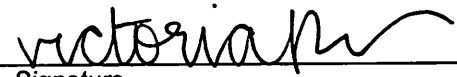
3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served)**: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) 10/06/2017, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

The Honorable Mark Wallace, US Bankruptcy Courtroom 6C, 411 W. Fourth Street, Santa Ana, CA 92701  
VIA PERSONAL DELIVERY

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

10/06/2017 Victoria Rosales  
Date Printed Name

  
Signature

**Electronic Mail Notice List**

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Counsel for Chapter 7 Trustee,  
Weneta M.A. Kosmala

**UNITED STATES BANKRUPTCY COURT**

**CENTRAL DISTRICT OF CALIFORNIA**

**SANTA ANA DIVISION**

In re

JOHN OLAF HALVORSON,

Debtor.

Case No. 8:15-bk-13556-MW

Chapter 7

**NOTICE OF HEARING ON CHAPTER 7  
TRUSTEE'S MOTION FOR ORDER:**

- (1) APPROVING SETTLEMENT AND  
SALE AGREEMENT AND  
AUTHORIZING SALE OF  
PERSONAL PROPERTY  
PURSUANT TO 11 U.S.C. § 363(b);
- (2) APPROVING BUYER AS GOOD-  
FAITH PURCHASER PURSUANT  
TO 11 U.S.C. § 363(m); AND
- (3) APPROVING COMPROMISE OF  
CONTROVERSY PURSUANT TO  
FEDERAL RULE OF BANKRUPTCY  
PROCEDURE 9019

**DATE: November 6, 2017**

**TIME: 2:00 p.m.**

**PLACE: Courtroom 6C**

**411 West Fourth Street  
Santa Ana, California 92701**

**TO ALL INTERESTED PARTIES:**

**PLEASE TAKE NOTICE** that on **November 6, 2017 at 2:00 p.m.** in Courtroom 6C of the United States Bankruptcy Court located at 411 West Fourth Street, Santa Ana, California, a hearing will be held on the *Motion for Order: (1) Approving Settlement and Sale Agreement and Authorizing Sale of Personal Property Pursuant to 11 U.S.C. § 363(b); (2) Approving Buyer as Good-Faith Purchaser Pursuant to 11 U.S.C. § 363(m); and (3) Approving Compromise of Controversy Pursuant to Federal Rule of Bankruptcy Procedure 9019* (the "Motion") filed by Weneta M.A. Kosmala, the duly appointed,

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Fremont, CA 94559  
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1 qualified and acting chapter 7 trustee (the "Trustee" ) for the bankruptcy estate (the (the  
2 "Estate" ) of John Olaf Halvorson (the "Debtor"). By the Motion, the Trustee seeks the  
3 Court's approval of a settlement and sale agreement (the "Agreement") entered into  
4 between the Trustee, on the one hand, and Richard Baek, Grace Baek (Debtor's  
5 estranged spouse), any Baek-related entity in which either Richard Baek or Grace Baek  
6 claims an interest and is a party to an adversary proceeding pending in the Bankruptcy  
7 Court or that has filed a proof of claim in the Bankruptcy Case (Baek 153, LLC, Pacific  
8 Commercial Group, LLC, Baek Family Partnership, LLC, Baek Holdings, LLC, Baek 124,  
9 LLC RGJ Baek, LLC (collectively, the "Baek Parties")), on the other hand. The proposed  
10 sale and settlement provides for the payment of at least \$350,000.00 to the Estate  
11 through the sale of all non-exempt claims, rights and interests held by the Estate, and  
12 ends the Estate's involvement in numerous pieces of litigation commenced both pre- and  
13 post-petition in Oregon and California. As discussed below, the Trustee believes the  
14 proposed sale and settlement are in the best interest of the Estate and are supported by a  
15 valid business purpose since they provide significant funds for the Estate, avoid the  
16 uncertainties of litigation and the further expenditure of Estate resources, resolve all  
17 issues with respect to the litigation, and enable the Trustee to move toward finalizing the  
18 administration of the Estate.

### 19 BACKGROUND

20 On July 16, 2015 (the "Petition Date"), Debtor filed a voluntary petition for relief  
21 under chapter 7 of the United States Bankruptcy Code, case no. 8:15-bk-13556-MW (the  
22 "Bankruptcy Case"). Weneta M.A. Kosmala was appointed the chapter 7 trustee.

23 Prior to the Petition Date, Debtor and certain Baek Parties were involved in  
24 consolidated litigation in Multnomah County Circuit Court in the State of Oregon, Case  
25 No. 1309-12855 (the "Oregon Litigation"), and a related appeal pending in the Oregon  
26 Court of Appeals, Case No. A158972 (the "Oregon Appeal").

27 Prior to the Petition Date, on November 30, 2012, Debtor commenced a dissolution  
28 proceeding against Grace Baek in the Superior Court of California, County of Orange,  
Case No. 12D011309 (the "Dissolution Proceeding").

On October 14, 2015, the Trustee filed a notice of removal to remove an action  
styled *Richard Baek, et. al. vs. John O. Halvorson, et al.*, from the United States District  
Court, Eastern District of California, Case No. 2:15-cv-01425-WBS, to the Bankruptcy  
Court, at which point the matter was assigned Case No. 8:15-ap-01391-MW (the  
"Removed AP").

Grace Baek initiated an adversary proceeding against Debtor and the Trustee on  
November 25, 2015, styled *Grace Baek v. John Olaf Halvorson, et al.*, Case No. 8:15-ap-  
01454-MW (the "Declaratory Relief AP").

On January 4, 2016, Debtor filed an *Adversary Counter-Complaint For:*  
1) *Declaratory Relief*; 2) *Feldman Claims*; 3) *Breach of Fiduciary Duty*; 4) *Declaratory*  
5) *Accounting Pursuant to Family Code Section 1101(b)* (the "AP Counter  
Complaint") in the Declaratory Relief AP. The Estate took possession and the Trustee  
assumed sole control over the AP Counter Complaint pursuant to Section 541(a), the  
Bankruptcy Court's March 17, 2016 Order on Motion to Dismiss, and the Trustee's  
May 31, 2016 Notice of Trustee's Intention with Respect to Debtor's Counterclaims. On  
July 20, 2016, the Bankruptcy Court entered the Order on Motion to Dismiss/or Strike  
Defendant John Halvorson's Counterclaims which is consistent with the Notice of  
Trustee's Intention with Respect to Debtor's Counterclaims.

1 The Bankruptcy Court entered orders on August 21, 2017, in the Removed AP and  
2 the Declaratory Relief AP, consolidating the matters for a bifurcated trial (the "Bifurcated  
Trial"), which is set to commence on October 30, 2017.

3 On July 15, 2017, the Trustee initiated two adversary proceedings: one against  
4 certain Baek Parties, styled *Weneta M.A. Kosmala, Chapter 7 Trustee for the Bankruptcy  
Estate of John Olaf Halvorson v. Pacific Commercial Group, LLC, et al.*, Case No. 8:17-  
ap-01119-MW (the "Baek Fraudulent Transfer Action"); and the other against David  
5 Hooston, PCC Fund 1, LLC, and Rod Van Zandt, styled *Weneta M.A. Kosmala, Chapter 7  
Trustee for the Bankruptcy Estate of John Olaf Halvorson v. David Hooston, et al.*, Case  
6 No. 8:17-ap-01120-MW (the "Halvorson Insider AP").

7 In connection with settling disputes with the Estate, including, without limitation, the  
8 adversary proceedings referenced herein, the Baek Parties and the Trustee have  
engaged in settlement discussions, a chronology of which follows:

- 9 i. Settlement discussions started in August 2015, between Jeffrey Golden of  
10 Lobel Weiland Golden Friedman LLP (formerly, Weiland Golden LLP),  
counsel for the Trustee, and Christopher N. Coyle of Vanden Bos &  
Chapman, LLP, counsel for the Baek Parties.
- 11 ii. The Baek Parties presented a settlement proposal to the Trustee's counsel  
12 in January 2016.
- 13 iii. The Trustee, Grace Baek, Christopher Coyle, and Corey Tolliver held  
14 settlement meetings in March 2016.
- 15 iv. The Baek Parties and the Trustee's counsel discussed settlement during a  
16 mediation held on May 27, 2016, including after Debtor was arrested at the  
mediation.
- 17 v. The Baek Parties and the Trustee's counsel have again engaged in renewed  
18 settlement discussions following the mediation, most recently starting in  
19 August 2017.
- 20 vi. The above-described settlement discussions led to the present settlement  
21 and sale, which culminated in the execution of a binding Term Sheet on  
22 September 15, 2017.

#### 23 SUMMARY OF TERMS OF THE SALE AND COMPROMISE

24 The Trustee and the Baek Parties (together, the "Parties") desire to avoid additional  
25 legal fees and costs and to fully resolve their disputes. Therefore, the Parties have  
26 entered into the Agreement, a copy of which is attached to the Motion as Exhibit A. In the  
27 event of any inconsistency between the summary of terms provided in the Motion and the  
28 terms of the Agreement, the Agreement shall control. The salient terms of the Agreement  
provide:

1. **Bankruptcy Court Approval.** The Agreement will be effective and binding  
only upon the entry by the Bankruptcy Court of a final order (the "Final Order") granting a  
combined motion for (a) sale pursuant to 11 U.S.C. § 363 and (b) compromise of  
controversy under Federal Rule of Bankruptcy Procedure 9019 that reflects the Parties'  
Agreement. The term "Final Order" means an order granting the Motion and for which no  
appeal has been taken, and the time for taking such appeal has expired under the Federal

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1 Rules of Appellate Procedure, or, if any appeal has been taken, then no stay pending  
2 appeal has been issued or is otherwise in effect.

3 **2. Consideration to the Estate.** Three hundred and fifty thousand (\$350,000)  
4 dollars (the "Sale/Settlement Proceeds") will be remitted to the Trustee on behalf of the  
5 Estate, along with a participation interest with a guaranteed minimum payment, payable  
6 as follows:

7 a. A wire transfer from the trust account of Bret Hunter in the amount of  
8 \$133,749.73, which constitutes the proceeds of the sale of certain real property  
9 located at 33 Summerside, Coto De Caza, California (the "Coto Proceeds");

10 b. A wire transfer from a newly-formed special purpose entity, Assets for  
11 Charity, LLC (the "SPE") in the amount of \$176,250.27;

12 c. Proceeds from a third-party source, in the form of a wire transfer from  
13 the client trust account of counsel to the Baek Parties, in the amount of \$12,500.00;  
14 and

15 d. Twenty-five percent (25%) of gross proceeds recovered on Assigned  
16 Avoidance Claims to the Estate, as the term is defined in section 5 of the  
17 Agreement, (the "Participation Interest") with a minimum guaranteed recovery to  
18 the Estate of \$27,500.00 (the "Guaranteed Contingent Payment").

19 Other than the funds referenced in section 2.c above, the Parties recognize that the  
20 obligation to pay the consideration is due and payable by the Baek Parties as follows:

21 The funds payable in section 2.a above will be paid to Bienert, Miller & Katzman,  
22 PLC's client trust account upon entry of the Final Order approving the Agreement and  
23 appropriate authorization for Bret Hunter to make the transfer. The funds payable in  
24 sections 2.b and 2.c above will be paid to Bienert, Miller & Katzman, PLC's client trust  
25 account upon entry of the Final Order approving the Agreement.

26 Bienert, Miller & Katzman, PLC is authorized to release the funds payable in  
27 section 2.a through 2.c above upon receiving documentation from the Trustee evidencing  
28 (i) the transfer of the property described in section 5 of the Agreement and (ii) entries of  
29 final judgments substantially and materially in the form agreed to by the Parties in each of  
30 the actions set forth in section 4 of the Agreement (the "Effective Date"). The  
31 assignments described in section 5 will not become effective until the Trustee's receipt of  
32 the funds released by Bienert, Miller & Katzman, PLC, pursuant to this section.

33 The Guaranteed Contingent Payment will be payable to the Estate no later than  
34 nine (9) months following the Effective Date. The Participation Interest will terminate on  
35 the close of the Bankruptcy Case except that the Participation Interest will continue so  
36 long as the Participation Interest is reserved pursuant to Section 554(c) and remains in  
37 the Estate.

38 **3. Resolution of Pending Litigation/Contested Matters.** Unless otherwise  
39 stated in the Agreement, the Parties agree that the Estate holds all of the community and  
40 property interests of Debtor pursuant to 11 U.S.C. § 541 and the Parties will advocate the  
41 same in support of seeking Bankruptcy Court approval of the Agreement and lodgment of  
42 the judgments set forth in this section.

43 a. Dissolution Proceeding. With respect to the Dissolution Proceeding:

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i. The Parties will execute and cause the filing of a stipulated judgment in the Dissolution Proceeding (the "Dissolution Proceeding Judgment"), in compliance with family court procedures, that will grant Grace Baek (a) full right and title to all community property in which the Estate claims an interest (except for the Coto Proceeds) and (b) full right and title to all property which the Estate disputes is Grace Baek's separate property, such that all property right issues between Debtor and Grace Baek are adjudicated, subject only to further family court adjudication of spousal support (if any) and retirement account division (if any). The Dissolution Proceeding Judgment will be substantially and materially in the form attached to the Agreement as Exhibit 1.

ii. The Dissolution Proceeding Judgment will direct Bret Hunter to disburse the Coto Proceeds to the Trustee.

iii. To the extent necessary, the Trustee will intervene and/or substitute into the Dissolution Proceeding in order to effectuate and cause the filing of the Dissolution Proceeding Judgment. To the extent opposed, the Baek Parties will submit briefing in support of the intervention/substitution, which the Trustee will support if there is a factual and legal basis for her to do so.

b. Declaratory Relief AP. The Parties will execute and cause the filing of a stipulated judgment in the Declaratory Relief AP that will grant Grace Baek (a) full right and title to all community property in which the Estate claims an interest (except for the Coto Proceeds) and (b) full right and title to all property which the Estate disputes is Grace Baek's separate property, consistent with the Dissolution Proceeding Judgment. The stipulated judgment will also grant the Estate full right and title to the full amount of the Coto Proceeds which will be remitted to the Trustee, consistent with the Dissolution Proceeding Judgment and section 2.a above. The Baek Parties will draft the stipulated judgment for the Trustee's review and approval, and it will be substantially and materially in the form attached to the Agreement as Exhibit 2.

c. Baek Fraudulent Transfer Action. The Parties will execute and cause the filing of a stipulated judgment in the Baek Fraudulent Transfer Action that will grant Grace Baek (a) full right and title to all community property in which the Estate claims an interest (except for the Coto Proceeds) and (b) full right and title to all property which the Estate disputes is Grace Baek's separate property, consistent with the Dissolution Proceeding Judgment. The stipulated judgment will dismiss with prejudice all other claims, if any. The Baek Parties will draft the stipulated judgment for the Trustee's review and approval, and it will be substantially and materially in the form attached to the Agreement as Exhibit 3.

d. Oregon Litigation and Oregon Appeal. The Trustee will, to the extent necessary, substitute and/or intervene in place of Debtor in the Oregon Appeal and cause the dismissal of the Oregon Appeal with prejudice. The Baek Parties will draft the dismissal for the Trustee's review and approval, and it will be substantially and materially in the form attached to the Agreement as Exhibit 4. To the extent opposed, the Baek Parties will submit briefing in support of the intervention and/or substitution, which the Trustee will support if there is a factual and legal basis for her to do so. To the extent the Estate has any appellate rights that are not extinguished by such dismissal, the Trustee will transfer the Estate's interest in the remaining appellate rights in the Oregon Litigation to SPE.

1 e. The Bifurcated Trial. The Trustee will dismiss all of the Estate's  
2 claim(s) of unclean hands and request for sanctions in the Removed AP, the  
3 Declaratory Relief AP, the related Bifurcated Trial, and the Bankruptcy Case. In  
4 furtherance of the same, the Trustee withdraws all pleadings and arguments in  
5 support of the pending Bifurcated Trial and Debtor's Notice of Motion and Motion  
6 for Sanctions (Doc 41 in Adv. Proc. 8:15-ap-1454-MW and Doc 61 in Adv. Proc.  
7 8:15-ap-1391-MW), and will prepare dismissals in a form subject to reasonable  
approval by the Baek Parties. The Trustee's counsel, Jeffrey Golden, agrees to  
appear to testify without subpoena at the Bifurcated Trial, if called, provided that:  
he is noticed in writing (email service is sufficient) with notice to the other parties,  
the parties to the litigation will attempt to reasonably accommodate his schedule;  
and is without any assertion that such agreement to testify does not constitute a  
waiver of any privilege.

8 4. Assignment of Avoidance Actions, Claims, Rights, and Interests. The  
9 assignments and transfers set forth in sections 5.a. through 5.e. of the Agreement (the  
10 "Assigned Claims") are intended to encompass any and all non-exempt claims, rights and  
11 interests, in whatever form and manner, held by the Estate. Assignments and transfers of  
12 the Assigned Claims are made by the Estate on an as-is where-is basis with no  
13 representations or warranties, subject to liens or encumbrances, if any, except as  
14 otherwise stated. The Baek Parties will draft any transfer and/or assignment documents  
15 regarding the Assigned Claims for the Trustee's review and approval, including for the  
16 Assigned Avoidance Claims, the Malpractice Claims, and All Other Interests, as those  
17 terms are defined below, substantially and materially in the form attached to the  
18 Agreement as Exhibit 5. Following the Final Order and prior to the Effective Date, the  
19 Trustee will transfer and assign the following Assigned Claims, effective only upon the  
20 Trustee's receipt of the consideration described in Section 3.a. through 3.c of the  
21 Agreement:

22 a. Removed AP. The Trustee will transfer and assign all of the Estate's  
23 claims, rights, and interests in the Removed AP to SPE.

24 b. Halvorson Insider AP. The Trustee will transfer and assign all of the  
25 Estate's claims, rights, and interests in the Halvorson Insider AP to SPE.

26 c. Randall Tolling Agreement. Pursuant to a Bankruptcy Court order  
27 entered on September 14, 2017, the Trustee's deadline to file an action subject to  
28 11 U.S.C. § 546 against Jerry Ann Randall was extended from September 15, 2017  
to December 15, 2017 (the "Randall Tolling Agreement"). The Trustee will transfer  
and assign all of the Estate's interest in any claims against Jerry Ann Randall  
and/or Dan Halvorson to SPE, including any and all avoidance claims against Jerry  
Ann Randall, Dan Halvorson, and otherwise tolled by virtue of the Randall Tolling  
Agreement. To the extent necessary, the Estate shall secure an additional  
extension of the existing Randall Tolling Agreement to a date after entry of the  
Final Order approving the Agreement. The Removed AP, the Halvorson AP, and  
the Randall Tolling Agreement will be referred to collectively as the "Assigned  
Avoidance Claims."

d. Malpractice Claims. The Trustee will transfer and assign all of the  
Estate's known or unknown claims, rights, and interests, if any exist, in any claims  
held by Debtor as of the Petition Date, July 16, 2015, against any of Debtor's  
lawyers and/or law firms that represented Debtor with respect to matters involving  
any of the Baek Parties to SPE (the "Malpractice Claims"). Such transfer and  
assignment shall be made to the fullest extent allowed under applicable non-  
bankruptcy law, and shall include all transferable and assignable rights to the

attorney-client privilege. The Parties are aware of the following lawyers and/or law firms that are described by this paragraph.

- i. Jonathan Radmacher and McEwen Gisvold;
- ii. Chris Barsness, David R. Calderon, and Barth Calderon, LLP;
- iii. Lisa Hughes, Bruce Hughes, and Hughes & Hughes, LLP;
- iv. Karen Rhyne and Michel & Rhyne;
- v. Saul Gelbart and Stegmeier, Gelbart, Schwartz, Benavente; and
- v. Lisa Maxfield and Pacific Northwest Law, LLP.

e. All Other Non-Exempt Assets, Known or Unknown. Subject to any amendment to the exemptions, which the Trustee will oppose if appropriate, and to the fullest extent allowed under applicable non-bankruptcy law, the Estate will transfer and execute all necessary documentation reasonably requested to effectuate the transfer and assignment of all claims, rights, and interests in any of Debtor's non-exempt assets ("All Other Interests") as-is, where is, without representations or warranties, except as otherwise set forth in the Agreement, to SPE, including, without limitation, the following:

- i. Firearms and sports equipment (Debtor has valued the subject asset(s) at \$2,000 and claimed no exemption);
- ii. JH RE Holdings, LLC [49% interest] (Debtor has ascribed an "unknown" valuation to the asset and claimed no exemption);
- iii. PCC Fund 1, LLC [50% interest] (Debtor has ascribed an "unknown" valuation to the asset and claimed no exemption);
- iv. Halvorson Financial, Inc. dba Pacific Commercial Capital (Debtor has ascribed an "unknown" valuation to the asset and claimed no exemption);
- v. PCG, LLC [50% interest] (Debtor has ascribed an "unknown" valuation to the asset and claimed no exemption);
- vi. Any non-exempt interest in the Property located 4621 Hildreth Lane, Stockton, California;
- vii. Any claims of any kind and any nature against the Baek Parties and all of their affiliates, parent and/or subsidiary corporations, partners, officers, directors, shareholders, employees, agents, assigns, successors, servants, representatives (including attorneys), together with any and all other persons, firms, and/or corporations who are or might be liable. As used herein, "claims" will mean any and all claims, allegations, assertions, demands, rights, duties, obligations, contracts, agreements, covenants, promises, understandings, debts, demands, encumbrances, liens, damages, injuries, losses, actions, causes of action, costs, expenses, charges, attorneys' fees, judgments, orders, levies, and liabilities of any

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kind, whether in law or equity, known or unknown, and concealed or revealed.

**5. Sharing of Discovery/Communications.** Consistent with the transfer of assets described in the Agreement, including the Assigned Avoidance Claims which SPE will be prosecuting on behalf of the Estate and the Baek Parties, the Trustee's counsel will turn over all written and electronic communications in their native format to the extent available (e.g., emails, letters, text messages) with third parties relating to the Bankruptcy Case or related Adversary Proceedings (including, without limitation, communications with John Halvorson, Dan Halvorson, Jerry Ann Randall, David Hooston, Rod Van Zandt, Dennis Dalton, and/or any of the attorney(s) for the aforementioned parties) and discovery obtained. Specifically excluded from this turnover are the Trustee and Trustee's counsel's work-product, attorney-client privileged communications, or communications otherwise subject to a valid, non-waivable joint defense privilege. To the extent that the Estate/Trustee's counsel wish to turn over work product or other privileged materials to aid SPE in recovery, such turnover will be without being deemed a waiver as to attorney-client privilege or work product claims for any remaining privileged materials. The Trustee will have 60 days from entry of the order approving the Agreement to comply with this section. The Trustee shall certify that she and her counsel have conducted a good faith search for all responsive documents. The inadvertent failure to produce any documents shall not be deemed a breach of the Agreement by the Trustee and the production of electronic documents is not intended to impose an undue burden upon the Trustee. The Parties will work cooperatively to minimize fees and costs associated with the production of written and electronic communications set forth herein. If the required production of electronic discovery turns out to objectively present an undue burden or cost, the Parties will work together in good faith to resolve the dispute by reasonably limiting production to prevent such undue burden or cost, or, to the extent such undue burden and cost is present, appropriately apportion the excess cost of unduly burdensome performance among the Parties by agreement and accordance with applicable law.

**6. Treatment of Claims.** The Trustee will stipulate to the allowance, in full, of all of the Baek Parties' proofs of claim filed in the Bankruptcy Case, Proofs of Claim Nos. 6 through 12 (the "Baek Parties POC"). The Baek Parties will stipulate to subordinate the Baek Parties POC to all allowed, priority and unsecured claims provided that:

a. The Trustee and Baek Parties will jointly move to: (1) have the unsecured claim of David Hooston ("Hooston"), Proof of Claim No. 13 (the "Hooston Claim"), and secured claims of Dan Halvorson, Proofs of Claims Nos. 14 and 15 (collectively, the "Halvorson Claims") equitably subordinated to the claims of priority and unsecured claims of the Internal Revenue Service and Franchise Tax Board, Proofs of Claim Nos. 1 and 2, respectively, and the unsecured claims of Capital One, Proofs of Claim Nos. 3 through 5, respectively, and paid at equal tranche to and concurrently with any payment on the Baek Parties POC; (2) have the Hooston Claim and Halvorson Claims paid in accordance with the priority order of 11 U.S.C. Section 726(c)(2); and/or (3) object to, in their entirety, the Hooston Claim and the Halvorson Claims.

b. The Trustee will not make any distribution on any claims of the Estate until (1) the objections to all claims are resolved and (2) the litigation against Dan Halvorson in the Removed AP and Hooston in the Halvorson Insider AP is resolved by final judgment or dismissed with prejudice.

1 c. Any subordination of the Hooston Claim or the Halvorson Claims is  
2 without prejudice to the Baek Parties' right to seek further subordination of and/or  
3 object to those proofs of claim.

4 d. The Trustee will object to Arizona Department of Real Estate's claim,  
5 Proof of Claim No. 16, as an untimely filed claim, arising post-petition, and not of  
6 benefit to the Estate, and the Halvorson Claims as being untimely filed and not of  
7 benefit to the Estate.

8 The Baek Parties agree that the Trustee's proposed reduction in administrative  
9 fees through the Agreement will resolve any of the Baek Parties' potential objections to  
10 the Estate's administrative expenses.

11 **7. Further Terms.** To achieve the purpose of the Agreement, the Parties will  
12 execute further documents and take further actions as may be reasonably necessary to  
13 effectuate the Agreement, including, but not limited to, executing grant deeds, quit claim  
14 deeds, bills of sale, title transfers, assignments, and Firearms Transaction Records. The  
15 Trustee will also reasonably cooperate with the Baek Parties in their efforts to dismiss or  
16 terminate the Estate's interest in the Bifurcated Trial regarding unclean hands in the  
17 Bankruptcy Court, as set forth in section 4.e of the Agreement. The Trustee will  
18 cooperate with and support the Baek Parties and/or SPE in prosecuting any claims  
19 assigned by the Estate, including by providing documents.

20 The Parties further represent that other than as may otherwise be set forth in the  
21 Agreement, they are unaware of, and neither party will assert, any liens, encumbrances,  
22 or other impairment attached to the Assigned Claims set forth in section 5 of the  
23 Agreement.

24 **8. Continuance of Pending Matters to Facilitate Settlement.** The Trustee  
25 will file a motion to continue the Bifurcated Trial, and obtain an order continuing the same,  
26 to a date convenient to the Parties, but sufficiently in the future to permit the Parties to  
27 execute the Agreement, file a motion seeking approval of the Agreement, and obtain a  
28 Final Order. The Baek Parties shall file a joinder to the Trustee's motion to continue the  
Bifurcated Trial. The time for obtaining the continuance shall be at least enough in  
duration to facilitate the anticipated timing for execution and approval of the Agreement.  
The Parties will also stipulate to a continuance or provide an extension of time on any  
other matter, including time to respond to the Baek Fraudulent Transfer Action, to facilitate  
the execution of the Agreement and court approval of the same. The Bifurcated Trial  
continuance and extension of time to respond to the Baek Fraudulent Transfer Action are  
necessary prerequisites for the execution and approval of the Agreement by Final Order.

As to timing, the Parties will finalize and execute the Agreement within fourteen  
(14) days of executing the term sheet, the Trustee will file a motion seeking approval of  
the Parties' Agreement, including a finding of a good faith purchaser under 11 U.S.C.  
§ 363(m), within fourteen (14) days of execution of the Agreement, the Trustee will use  
her reasonable best efforts to notice and have the motion heard within thirty (30) days of  
filing the motion, and the Parties will allow an order granting the motion to become a Final  
Order before the date of the continued Bifurcated Trial.

**9. Releases.** The Parties shall provide the releases set forth in the  
Agreement.

**SUMMARY OF BASIS FOR RELIEF**

The sale of the Assigned Claims will allow the Estate to pay allowed priority claims and make a distribution to allowed general unsecured claims, and it will also enable the Trustee to move toward concluding the administration of the case. Absent the Agreement, the Estate's involvement in the various litigation proceedings could potentially continue for years. The Agreement ends the Estate's involvement in all of the litigation, brings a significant amount of funds to the Estate for the benefit of the Estate's creditors, and provides that the Trustee's proposed reduction in administrative fees through the Agreement will resolve any of the Baek Parties' potential objections to the Estate's administrative expenses. Accordingly, the Trustee believes the proposed sale and settlement are fair and reasonable and within the proper exercise of her business judgment.

**SUMMARY OF RELIEF REQUESTED**

By the Motion, the Trustee seeks entry of an order providing for the following relief:

1. Granting the Motion;
2. Approving the terms of the Agreement, a copy of which is attached to the Motion as Exhibit A, authorizing the Trustee to enter into the Agreement with the Baek Parties, and authorizing the Trustee to sell the Assigned Claims to the Baek Parties "as is," "where is," without representation or warranty, pursuant to 11 U.S.C. § 363(b), and determining that the Baek Parties are entitled to the protections of § 363(m);
3. Authorizing the Trustee to execute any documents or take any actions reasonably necessary to effectuate the terms of the Agreement;
4. Authorizing the Trustee to pay, from the net proceeds of the Sale, any tax liability to the Estate from the Sale;
5. Finding that notice of the Motion is proper and adequate;
6. Waiving any requirements for lodging periods of the order approving this Motion imposed by Local Bankruptcy Rule 9021-1 and any other applicable bankruptcy rules;
7. Waiving the stay of the order approving this Motion imposed by Federal Rule of Bankruptcy Procedure 6004(h) and any other applicable bankruptcy rules; and
8. For such other and further relief as this Court may deem just and proper.

A complete copy of the Motion is on file with the Bankruptcy Court. The Motion is based upon the Memorandum of Points and Authorities, the Declaration of Weneta M.A. Kosmala and the Exhibit attached to the Motion, all pleadings, papers and records on file with the Court, and on such other evidence, oral or documentary, as may be presented to the Court at the time of the hearing on the Motion.

**Your Rights May be Affected.** You should read these papers carefully and discuss them with your attorney, if you have one. If you do not have an attorney, you may wish to consult one.

**Deadline for Opposition Papers.** The Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose the Motion, you must file a written

1 response with the Court and serve a copy of it upon the Movant or Movant's attorney at  
2 the address set forth above no less than **14 days** prior to the above hearing date. If you  
3 fail to file a written response to the Motion within such time period, the Court may treat  
such failure as a waiver of your right to oppose the Motion and may grant the requested  
relief.

4 **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure.** The  
undersigned hereby verifies that the above hearing date and time were available for this  
5 type of Motion according to the judge's self-calendaring procedures.

6 **PLEASE TAKE FURTHER NOTICE** that any party requesting a copy of the Motion  
or any supporting documents filed with the Court with respect to the Motion may contact  
7 counsel for the Trustee, Reem J. Bello, Lobel Weiland Golden Friedman LLP by email at  
rbello@lwgfllp.com, by mail at 650 Town Center Drive, Suite 950, Costa Mesa, California  
8 92626, or by telephone at (714) 966-1000.

9 Dated: October 6, 2017

LOBEL WEILAND GOLDEN FRIEDMAN LLP

By: 

JEFFREY I. GOLDEN

REEM J. BELLO

Attorneys for Weneta M.A. Kosmala,  
Chapter 7 Trustee

Lobel Weiland Golden Friedman LLP  
650 Town Center Drive, Suite 950  
Costa Mesa, CA 92626  
Tel 714-966-1000 Fax 714-966-1002

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
**650 Town Center Drive, Suite 950**  
**Costa Mesa, California 92626**

A true and correct copy of the foregoing document entitled (*specify*): Chapter 7 Trustee's Motion for Order: (1) Approving Settlement and Sale Agreement and Authorizing Sale of Personal Property Pursuant to 11 U.S.C. § 363(b); (2) Approving Buyer as Good-Faith Purchaser Pursuant to 11 U.S.C. § 363(m); and Approving Compromise of Controversy Pursuant to Federal Rule of Bankruptcy Procedure 9019; Memorandum of Points and Authorities; Declaration of Weneta M.A. Kosmala in Support

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) October 6, 2017, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) October 6, 2017, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) October 6, 2017, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**Served by Personal Delivery**

Honorable Mark S. Wallace  
United States Bankruptcy Court  
Central District of California  
Ronald Reagan Federal Building and Courthouse  
411 West Fourth Street, Suite 6135 / Courtroom 6C  
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

10/6/2017  
Date

Victoria Rosales  
Printed Name

Victoria Rosales  
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

**TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

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Corey B Tolliver corey@farlawfirm.com, ecourt@farlawfirm.com  
United States Trustee (SA) ustregion16.sa.ecf@usdoj.gov

**SERVED BY UNITED STATES MAIL:**

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Corona Del Mar, CA 92625  
**Debtor**

Arizona Dept. of Real Estate  
Christopher J. Dylla  
1275 West Washington  
Phoenix, AZ 85007

Baek Holdings, LLC et al.  
c/o Corey Tolliver  
Folawn Alterman & Richardson  
LLP  
805 SW Broadway, Ste. 2750  
Portland, OR 97205

Baek Ainsworth Property, LLC  
c/o Corey Tolliver  
Folawn Alterman & Richardson  
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Baek Development, LLC  
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Baek 153, LLC  
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Baek 12th, LLC  
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Baek 124th, LLC  
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Baek Ainsworth Property, LLC  
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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Bank of America  
PO Box 15019  
Wilmington, DE 19886-5019

Bank of America  
P.O. Box 982238  
El Paso, TX 79998

Capital One Bank (USA), NA  
P.O. Box 71083  
Charlotte, NC 28272

Capital One Bank (USA), NA  
PO Box 60599  
City of Industry, CA 91716-0599

Chase Credit Services  
Cardmember Services  
PO Box 94014  
Palatine, IL 60094-4014

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Miami Beach, FL 33141

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Department  
Bankruptcy Group MIC 92E  
P.O. Box 2952  
Sacramento, CA 95812

Franchise Tax Board  
Bankruptcy Section, MS: A-340  
P.O. Box 2952  
Sacramento, CA 95812

Gateway One Lending & Finance  
160 N. Riverview Drive, Ste 100  
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Rancho Santa Margarita, CA  
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104  
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HFI, LLC  
P.O. Box 923  
Corona Del Mar, CA 92625

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101

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Stockton, CA 95212

Jerry Ann Randall  
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State Board of Equalization  
P.O. Box 942879  
Sacramento, CA 94289

US Bank Home Mortgage  
3121 Michelson Drive, 5th Floor  
Irvine, CA 92612

US Bank Home Mortgage  
P.O. Box 6060  
Newport Beach, CA 92658

US Bank Home Mortgage  
P.O. Box 790173  
Saint Louis, MO 63179

US Home Mortgage  
P.O. Box 21977  
Saint Paul, MN 55121

US Bank - Visa Signature Card  
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Saint Louis, MO 63179-0408

U.S. Bank National Association  
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U.S. Bank National Association  
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