

IN THE SUPREME COURT OF THE STATE OF NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC; SJC VENTURES
HOLDING COMPANY, LLC, d/b/a SJC
VENTURES, LLC,

Petitioners,

v.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF
NEVADA, IN AND FOR THE
COUNTY OF CLARK, AND THE
HONORABLE JOANNA KISHNER,
DISTRICT JUDGE

Respondents,

CBC PARTNERS I, LLC; CBC
PARTNERS, LLC; 5148 SPANISH
HEIGHTS, LLC; KENNETH ANTOS
AND SHEILA NEUMANN-ANTOS;;
DACIA, LLC,

Real Parties In
Interest.

**APPENDIX VOLUME IV TO
EMERGENCY PETITION FOR
WRIT OF MANDAMUS OR
PROHIBITION DIRECTING THE**

**EIGHTH JUDICIAL DISTRICT
COURT CLARK COUNTY,**

**NEVADA, HONORABLE JOANNA
KISHNER, DISTRICT JUDGE, TO**

**REVERSE THE DENIAL OF AN
INJUNCTIVE RELIEF ORDER**

WITH RESPECT TO

RESIDENTIAL PROPERTY

**FORECLOSURE SALE SET FOR
FEBRUARY 1, 2022**

**RELIEF REQUESTED WITHIN 14
DAYS**

Dist. Ct. Case No.: A-20-813439-B

ORIGINAL PETITION

From the Eighth Judicial District Court, Clark County
The Honorable Joanna Kishner, District Judge

JOSEPH A. GUTIERREZ, ESQ.

Nevada Bar No. 9046

DANIELLE J. BARRAZA, ESQ.

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CERTIFICATE OF SERVICE

I certify that on the 28th day of January 2022, this document was electronically filed with the Nevada Supreme Court. Electronic service of the foregoing: **APPENDIX VOLUME IV TO EMERGENCY PETITION FOR WRIT OF MANDAMUS OR PROHIBITION DIRECTING THE EIGHTH JUDICIAL DISTRICT COURT CLARK COUNTY, NEVADA, HONORABLE JOANNA KISHNER, DISTRICT JUDGE, TO REVERSE THE DENIAL OF AN INJUNCTIVE RELIEF ORDER WITH RESPECT TO RESIDENTIAL PROPERTY FORECLOSURE SALE SET FOR FEBRUARY 1, 2022** shall be made in accordance with the Master Service List as follows:

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DATED this 28th day of January 2022.

/s/ Brandon Lopipero

An Employee of MAIER GUTIERREZ & ASSOCITES

1 come back on, just say that you've taken your few moments that
2 you need, right, and then if you're muted on your end, you're
3 muted on our end. I can ask Madam Court Recorder to stop
4 recording until you let us know that you're ready to continue,
5 okay, and then presumably you can either call each other,
6 e-mail each other, text, whatever method of communication you
7 wish to do. I don't even know if you're in the same location.
8 You know, so whichever method you choose to do.

9 Does that meet your needs, counsel for plaintiff?

10 MR. GUTIERREZ: Yes, it does. Thank you, Your Honor.

11 MR. MUSHKIN: Your Honor --

12 THE COURT: Counsel for defendant, counterclaimant,
13 does that meet your needs as well, or is there another request?

14 MR. MUSHKIN: No, that's fine, Your Honor. I'll go
15 on mute as well.

16 THE COURT: Okay. So I'm going to ask Madam Court
17 Recorder at this juncture please mute the Court, and then you
18 all can mute yourselves. And if you want to take away your
19 pictures because if you think somebody is going to lip read,
20 you know, whatever you wish to do.

21 But when you come back on on the video, just let the
22 Court know you're ready. Okay. You can put in the chat that
23 you're ready, and then we'll continue the hearing. Okay.
24 Thank you so very much.

25 Okay. Madam Court Recorder, can we put ourselves on

1 mute. Thank you so much. I appreciate it.

2 (Proceedings recessed at 3:15 p.m., until 3:23 p.m.)

3 THE COURT: We're now back on the record. We
4 understood from a chat comment that both counsel were all
5 ready.

6 Is that correct? Counsel for plaintiff first and
7 then counsel for defense.

8 You're on mute still, Mr. Gutierrez.

9 MR. MUSHKIN: Yes, Your Honor, we are ready now.

10 THE COURT: Okay. I'm hearing Mr. Mushkin saying --
11 Remember, you have to identify yourselves each time
12 you speak. Because as much as I can see somebody's mouth
13 moving our JAVS system does not have that voice identification
14 capacity. Do appreciate it.

15 That was Mr. Mushkin, correct, on behalf of
16 defendants, counterclaimants and third-party plaintiff;
17 correct?

18 MR. MUSHKIN: Yes, Your Honor.

19 THE COURT: Okay. Thank you.

20 Go ahead, Counsel for plaintiff. Are you ready as
21 well?

22 MR. GUTIERREZ: Yeah, we're ready. We came to an
23 agreement with counsel. Thank you.

24 THE COURT: Thank you so very much.

25 Okay. So, Mr. Mushkin, what do you wish to place on

1 the record?

2 MR. MUSHKIN: Your Honor, yes. I want to place our
3 basic deal points on the record. This will be followed by a
4 formal settlement document and order -- an order for this Court
5 as well as an order for the bankruptcy court.

6 I'm not going to recite the parties again, but this
7 does cover all parties for this matter.

8 The parties have agreed to allow the use of an
9 appraisal that was commissioned by my office. The appraiser
10 was Kendall Britton (phonetic). That appraisal can be used in
11 the bankruptcy case.

12 The 5148 parties will consent to run 1111(b) (1)
13 treatment of their claim under the plan.

14 SJC Ventures agrees to make payments to the 5148
15 parties, the first of which on the claim is due January 5th.

16 THE COURT: What year, please? What year, please?
17 Counsel, January 5th. What year, please?

18 MR. MUSHKIN: I'm sorry. 2022.

19 THE COURT: Thank you so very much. Go ahead,
20 please.

21 MR. MUSHKIN: The failure of SJC Ventures to pay that
22 payment on or before January 5th, 2022, will trigger the
23 resumption of foreclosure on the subject property.

24 The failure of SJC Ventures to pay the January 5th,
25 2022, payment will allow 5148 and related parties to litigate

1 the balance of their claims in either District Court or in
2 binding arbitration.

3 The parties agreed to an immediate stay of all
4 claims, those before this Court as well as those before the
5 Nevada Supreme Court.

6 The parties agree to vacate the November 17th,
7 2021, scheduled jury trial and all associated State court
8 hearings set in this matter and ask that the matter be reset on
9 the Court's April 2022 stack.

10 These matters will only be heard if SJC Venture fails
11 to make payments due herein.

12 The parties agree to execute mutual releases which
13 will become effective upon the final payment due April 5th,
14 2022.

15 The parties agree to immediately stay all orders of
16 the court-appointed receiver Larry Birch (phonetic).

17 The parties agree to discharge Mr. Birch as
18 court-appointed receiver in this case, on April 5th, 2022,
19 assuming SJC Ventures makes the final payment.

20 The parties agree that the taxes, HOA lien, Republic
21 service charge, the first and second mortgage payments will be
22 made in accordance with the bankruptcy plan, and these payments
23 will be completed on or before November 30 or two days after
24 the entry of the bankruptcy order, whichever comes first.

25 There are certain other terms related to the use of

1 the property and the abiding of rules. We will keep those
2 specific terms confidential today, but they'll be included in a
3 settlement agreement, and the only other information that I
4 have for the Court is the treatment of the claim in bankruptcy,
5 and I will summarize that very quickly just to advise that the
6 holder of the Class 3 secured claim which is 5148, will have a
7 claim of a stated amount pursuant to Section 1111 (b) (1). He
8 will have secured status.

9 The Class 3 claim will approve interest at a certain
10 rate, and the Class 3 claim will have payments due just as I
11 have recited in the District Court, the first payment being due
12 January 5th, 2022. The second claim being due April 5th,
13 2022.

14 Promptly after the entry of the confirmation order
15 and no more than two business days thereafter, debtors shall
16 pay all delinquent sums for real estate taxes, all sums due for
17 the Class 1 and 2 plaintiffs, which is the first and second
18 mortgage, sums certain to the HOA as a resolution of their
19 Class 4 claim, and any amounts due to Republic Service for
20 delinquent amounts there.

21 Defendant shall -- or the debtor shall also provide
22 proof of such payment to the holder of Class 3 promptly after
23 the payments are made.

24 And then just as with the settlement agreement in
25 this case, Judge, any default under the terms of this paragraph

1 of the plan will constitute grounds for the holder of a Class 3
2 claims to commence or to continue foreclosure on the property
3 without further order of the Court, notice to the debtor SJC,
4 or any other party save and except for statutory notice
5 pursuant to Nevada law.

6 And, Your Honor, I believe that represents the entire
7 basic terms.

8 And, Mr. Gutierrez, if I misread anything, please
9 advise the Court.

10 If not, I think we're done, Judge.

11 THE COURT: Counsel for plaintiff, Mr. Gutierrez, on
12 behalf of plaintiff and counterdefendant and all your client
13 roles, are those terms; correct? Is there anything that needs
14 to be added, and is there any clarification? What is your
15 position? And then are you going to have your client confirm
16 them as well?

17 Go ahead, please, sir.

18 MR. GUTIERREZ: Thank you, Your Honor. This is
19 Joseph Gutierrez for the record.

20 Yes, Your Honor, Mr. Mushkin has summarized the terms
21 of the 14 points that we agreed upon in our deal point and our
22 e-mail correspondence today. Mr. Bloom is also on the call.
23 He can state if he's read them and he can confirm their
24 accuracy (indiscernible).

25 THE COURT: Are you going to ask Mr. Bloom to do so,

1 or are you asking the Court to ask him? What would you like to
2 do, sir?

3 MR. GUTIERREZ: I'm going to ask Mr. Bloom to come on
4 and to state (video interference).

5 MR. BLOOM: Good afternoon, Your Honor. Yes, I
6 believe this matter is resolved with those terms.

7 THE COURT: Okay.

8 UNIDENTIFIED SPEAKER: And can he say his name?

9 THE COURT: Sorry. Once again, no voice
10 identification, right, on our JAVS system. So I need to say
11 who you are and whether or not you fully and knowingly agree to
12 all the terms stated by Mr. Mushkin, confirmed by counsel for
13 you and the various parties on your side of the Vs.

14 MR. BLOOM: Yes, Your Honor.

15 THE COURT: Okay. So your name is?

16 MR. BLOOM: I'm sorry. My name is Jay Bloom on
17 behalf of the plaintiff, defendants and third-party defendants
18 and I guess counterdefendants --

19 UNIDENTIFIED SPEAKER: And that's Jay Bloom?

20 MR. BLOOM: -- and I agree with the terms (video
21 interference) this matter.

22 THE COURT: I'm sorry, sir. There's somebody else
23 talking. I didn't hear what you said. I heard your name, and
24 then I did not hear what you said if you wouldn't mind
25 restating that. You're a little soft-spoken. There was some

1 cross voices if you don't mind, sir.

2 Go ahead, please.

3 MR. BLOOM: Yes. This is Jay Bloom on behalf of the
4 plaintiffs, counterdefendants and third-party defendants. Yes,
5 I believe that the terms as described (video interference) this
6 matter in full.

7 THE COURT: Okay. And do you knowingly and
8 voluntarily agree to them? That's what I heard your counsel
9 say he was asking you to confirm.

10 MR. BLOOM: Yes.

11 THE COURT: Okay. Okay. Thank you so much.

12 Okay. Counsels, I've got a couple of quick questions
13 because you're overlapping, as you know, proceedings that are
14 within the jurisdiction of this Court and proceedings that are
15 not within the jurisdiction of this Court.

16 So for purposes of the District Court Case
17 Number 813439, slash, hyphen, B, okay, which is Spanish Heights
18 Acquisition Company, LLC, plaintiffs et al versus CBC Partners
19 I, LLC, et al, and related counterclaims, et cetera. A couple
20 of questions with regards to that.

21 When you said you're asking for this case to be
22 stayed and then placed on the April stack, I was not hearing
23 you say that this case then -- I mean, how is that anticipated
24 to work? Is that -- because if it's resolved, we don't set it.
25 I mean, you all are going to trial and picking a jury on

1 Wednesday unless this case is fully and finally resolved was
2 what was agreed at a variety of different times, including most
3 recently at your calendar call; right? So if you're just
4 asking for a trial continuance or you're asking it to be
5 vacated, but then you also said stayed, so can you please
6 explain so that this Court has a better understanding of what
7 you're asking in the District Court case only, please.

8 MR. MUSHKIN: Sure, Judge. If I can -- again, this
9 is Mike Mushkin.

10 What we were asking you to do is to stay all of the
11 motion practice, including the receiver's duties. Continue the
12 trial to your April stack. Your April stack has a call date
13 of, I believe, either the 15th or the 17th of April. That is
14 beyond our final trigger date. So that will allow us to know
15 that the settlement agreement was fully performed. We will
16 then come to you with a order of dismissal. And if we don't
17 have an order of dismissal, we'll be coming to you asking, as
18 any other litigant for the case to be reset for trial.

19 THE COURT: Okay. There's some challenges in what
20 you just said. One such challenge is you are -- let's go to
21 the receiver challenge first. Okay.

22 The receiver, it's a court-appointed receiver; right?
23 It's not a stipulated by the parties receiver, okay. It's a
24 court-appointed receiver. So are you asking to stay something
25 as that of an X date? I mean, is it as of today? Is it a date

1 certain, and so that he then is compensated --

2 MR. MUSHKIN: Yes, Your Honor. It's as of
3 (indiscernible).

4 THE COURT: So you understand we needed some clarity.
5 So what are you asking so that the Court can evaluate it,
6 please.

7 MR. MUSHKIN: It would be a stay as of today.

8 THE COURT: So all work that he has performed up and
9 to 3:35 on today's date, November 15th, he is compensated
10 for, but he's not to do further work after this date and time,
11 or are you requesting something different?

12 MR. MUSHKIN: No, ma'am, that's exactly what we are
13 requesting.

14 THE COURT: Okay. And let me hear from counsel for
15 opposing counsel.

16 Mr. Gutierrez, is that your understanding, or is
17 there something different? So I'm making sure it's the same
18 joint request or not. If it's not -- go ahead, please, sir.

19 MR. GUTIERREZ: Thank you, Your Honor. This is
20 Joseph Gutierrez for the record.

21 Yes, Your Honor. So the receiver who's been
22 appointed (video interference) on Mr. Mushkin said his work
23 would be stayed pending the release of all claims after the
24 April payment.

25 And then procedurally, for trial, Mr. Mushkin

1 represented regarding (video interference) claims and, however
2 the Court would vacate the trial and reset it, but we've looked
3 at the April stack as a potential date (video interference) in
4 April.

5 THE COURT: Okay. You understand generally when
6 there's a settlement on the record trial dates get vacated.
7 The case gets closed. You know, usually there's a 30 day
8 status check on documents 45 days, you know, whatever the case
9 may be.

10 But here you all are asking for a stay until a
11 particular date. Is that correct? Because you still have
12 outstanding motion practice, but then I'm hearing you say you
13 wish to be -- the April stack for 2022 starts April 18th,
14 2022, a five-week stack, okay.

15 So can you clarify what you're asking in that regard.
16 Stay motion practice until a March date? Stay motion practice
17 until the pretrial conference as the time for that April stack?
18 Can you clarify so that the Court has a better understanding of
19 what you're asking the Court to do, please.

20 MR. MUSHKIN: Your Honor, this is Mike Mushkin. That
21 is exactly what we're asking you to do. To stay motion
22 practice. We believe that we will know in much greater
23 certainty on the 6th of January. If the first payment is made,
24 it will be highly unlikely that the second payment would not be
25 made. So whatever you can do for us to get this to the middle

1 of January would be very helpful.

2 THE COURT: Okay. What maybe I am hearing you all
3 say is that you wish the Court to set a status check on
4 Tuesday, January 11th at 8:30. And on Tuesday, January 11th
5 at 8:30, you all will inform the Court that, A, the first
6 payment is made. So therefore things are moving along as they
7 need to do, or, B -- hopefully not B, but B would be, Your
8 Honor, we have issues, and so therefore we need to reset the
9 motions, and then the Court you need to set the trial as you
10 deem appropriate. Is that where you're going, or is there
11 something different?

12 MR. MUSHKIN: Your Honor, this is Mike Mushkin. That
13 would be just perfect.

14 THE COURT: Counsel for plaintiff, would that meet
15 your needs as well, plaintiff/counterdefendants?

16 MR. GUTIERREZ: Yes (video interference). This is
17 Joseph Gutierrez?

18 THE COURT: Pardon. I didn't -- I'm sorry. I did
19 not hear you, Mr. Gutierrez.

20 MR. GUTIERREZ: Yes, it does, Your Honor. Sorry.

21 THE COURT: Okay. And that's Mr. Gutierrez on behalf
22 of -- would you mind stating your name please on behalf of the
23 parties.

24 MR. GUTIERREZ: Yes. Joseph Gutierrez on behalf of
25 the plaintiffs, Your Honor.

1 THE COURT: Okay. So because you know the Court can
2 take no position with regards to anything pending in the Nevada
3 Supreme Court or in a bankruptcy court. You all understand all
4 of that. I can only address what's currently pending before me
5 in Case 813439.

6 So with regards to payment of the receiver, are you
7 all going to -- because you're asking me to stop his actions
8 today, how would he have notice of that? Because I do not see
9 that the receiver or receiver's counsel. Now, this was a
10 originally appropriately scheduled hearings that were fully
11 noticed to everyone. Everyone got e-service, but I don't know.
12 Do you know if counsel for the receiver was aware of this
13 change in circumstances?

14 MR. MUSHKIN: Your Honor, I believe that Tracy is on
15 the line listening in, but I take responsibility to advise the
16 receiver of where we're at and the timing of things --

17 THE COURT: Well, I'm sorry. I -- just if you're
18 saying Tracy my JEA, that has nothing to do with third-party
19 receivers. So I'm not sure who you mean, Tracy's.

20 MR. MUSHKIN: Sorry. Tracy is one of the attorneys
21 in the receiver's counsel's office as well. I'm sorry.

22 THE COURT: I'm sorry.

23 MR. MUSHKIN: Your Honor, I'll take responsibility of
24 getting a hold of the receiver.

25 THE COURT: Okay. Just so that you have an

1 understanding who I show is on BlueJeans, and there's no one
2 physically here in the Court, I show on BlueJeans the labels
3 say David Ferrero, Jay Bloom, Joseph Gutierrez, Michael Mushkin
4 and Tracy Cordova.

5 Tracy Cordova is the JEA for Department 31. She is
6 just on this hearing listening because, as you can appreciate,
7 depending on what happens in this case, we may have other cases
8 that need certain time that was originally allocated to you
9 all. We have to coordinate with jury services for a lot of
10 different things. So obviously she's on for purposes to
11 understand the procedural things that the Department needs to
12 do depending on what you all are telling me today.

13 So I am not aware of anybody else being on. I do not
14 know who's sitting in your offices or et cetera. So if there's
15 somebody with you, I would have no idea. I'm naming the names
16 that we show that have logged in.

17 MR. MUSHKIN: I'll contact -- this is my motion, Your
18 Honor. I'll contact the receiver.

19 THE COURT: Okay. So when you submit the order to
20 the Court, okay, then what I am going to need is there's going
21 to need to be some date that when the receiver was notified of
22 the intention of the parties, right, because -- so that the
23 Court can do an effective order with regards to the receiver's
24 appointment and duties.

25 So when you're saying to stay the receiver, then we

1 have to circle back to that for a moment. To stay the
2 receiver's duties, you're asking the Court just to ask the
3 receiver to stop doing further collection at this moment, but
4 you're not asking the Court to do anything with regards to the
5 appointment of said receiver. Is that correct? Or are you
6 asking something --

7 MR. MUSHKIN: This is Mike Mushkin. That is correct,
8 Your Honor.

9 THE COURT: Okay. Counsel for plaintiffs,
10 counterdefendants, is that your position as well, sir.

11 MR. GUTIERREZ: This is Joseph Gutierrez. Your
12 Honor, yes, that's correct.

13 THE COURT: Okay. So here's what I'm hearing you
14 asked the Court to do, and if it's something different,
15 somebody needs to let me know because there was a lot that you
16 all were saying.

17 What I'm understanding you're asking this Court to do
18 is that you all said on the record under EDCR 7.50, as if it
19 were memorialized in writing, however you are intending to
20 memorialize your 14 points in writing, but, however, for the
21 purposes of this hearing, what you're asking the Court to do is
22 to take off calendar all pending motions that were set for
23 3:00 o'clock today in regards to the OST, a regular source.

24 I understand what you're also asking the Court to do
25 is to notify jury services that there is not a jury that's

1 needed and that you're asking that the jury selection that was
2 set for this Wednesday, the 17th, as well as the trial that was
3 supposed to commence immediately after jury selection be
4 vacated.

5 You're asking that the Court instead place this case
6 on the April 18th, five-week stack, with the understanding
7 that the parties have all agreed that the matter has been fully
8 resolved as to all parties, all counterclaimants, all third
9 parties, everyone in the case. However, in an abundance of
10 caution, since there are future payments due, you wish to keep
11 a new trial date on.

12 Then you also are asking the Court then that means
13 you would get a new pretrial conference and said pretrial
14 conference would be on March 17th at 10:15. Set calendar
15 call, at least initially, would be on April 5th.

16 And then you're also asking the Court to provide a
17 January 11th status check, and at that status check the
18 parties will confirm if the first payment that was pursuant to
19 your agreement was made on January 5th, 2022; and if it was
20 what further action the parties are going to ask the Court to
21 do; and if it was not, what further action the parties are
22 requesting the Court to do.

23 And then this Court, of course, would have to take no
24 position with regards to the bankruptcy or the Nevada Supreme
25 Court action.

1 What you're also asking in addition to this Court,
2 once I receive the order is to ask that the receiver, the
3 court-appointed receiver, stay any further collection, slash,
4 records obtaining processes as of a date certain, which would
5 be no sooner than today, the 15th at -- well, I said 3:35, but
6 then in addition, that would be revisited also on the January
7 11th depending on the status.

8 Is that correct? Is that incorrect? Does it need to
9 be clarified, Counsel for plaintiffs first and then counsel for
10 plaintiffs, counterclaimants, excuse me and then counsel for
11 defense counter --

12 MR. GUTIERREZ: Your Honor --

13 THE COURT: -- and third-party plaintiffs.

14 Mr. Gutierrez, please.

15 MR. GUTIERREZ: This is Joseph Gutierrez. Yes.
16 That's correct, Your Honor.

17 THE COURT: Okay. And I understand you had the full,
18 knowing and intelligent affirmation from your client,
19 Mr. Bloom, on behalf of all of your clients. Is that correct?

20 MR. GUTIERREZ: That is correct, Your Honor.

21 THE COURT: Okay. Thank you.

22 So, Mr. Mushkin, on behalf of all your clients, is
23 that correct, or is there something else?

24 MR. MUSHKIN: Yes, Your Honor. That is correct.
25 This is Mike Mushkin. You have done this just exactly what we

1 need.

2 THE COURT: Okay. So the Court is going to grant the
3 joint oral request of the parties with respect to only the
4 portions that impact this Court's jurisdiction, which is
5 813439.

6 And so we ask that you submit as a very prompt order,
7 of course, under EDCR 7.21 you do have the 14 days; however,
8 you realize when I get the order is when things, and then
9 notice of entry thereof is when things potentially can be
10 effected.

11 So at this juncture, what's your anticipated time
12 frame for getting the Court an order?

13 UNIDENTIFIED SPEAKER: (Video interference), Judge.

14 THE COURT: I'm sorry. I think you both were
15 speaking at the same time.

16 Is that Mr. Mushkin saying how about tomorrow, Judge?

17 MR. MUSHKIN: We should be able to get you an order
18 by the close of business tomorrow, Judge. This is Mike
19 Mushkin.

20 THE COURT: Thank you.

21 Mr. Gutierrez, does that meet your needs or not?

22 MR. GUTIERREZ: Yes, Your Honor.

23 THE COURT: Okay. So what we'll do then is we will
24 notify jury services as far as not needing the jury. If, for
25 some reason, well, something happens, you know, that the Court

1 will have to address what the Court will need to address;
2 right?

3 So at this juncture, I am going to authorize Madame
4 Clerk that we can notify jury services that we will not need
5 the jurors on Wednesday, that the trial date of November 17th
6 has been vacated. Ask her to reset the trial but resetting the
7 trial based on that that is a contingency trial if there is not
8 compliance with the oral settlement that was entered on the
9 record today, the 15th of November of 2021.

10 In accordance with EDCR 7.21, the Court is going to
11 have to review how you all phrased what the receivers, and that
12 proposed order does need to get circulated to (indiscernible)
13 on behalf of the receiver so that we -- because she is the only
14 one who is really going to have the information of what he is
15 doing as of today. So we need to ensure that that is fairly
16 and equitably inconsistent with the Court's original
17 appointment of said receiver.

18 And is there anything else that the --

19 And the stay is only going to be effective for you
20 all to put in your order. The stay is going to be effective to
21 January 11th, which is your status check date. At that date
22 then I will evaluate, right, if it makes sense to continue the
23 stay because there's already compliance. And if there's not
24 compliance, then we'll do the next step.

25 Does that meet your needs, or is there something

1 different you all are requesting for the time period of the
2 stay?

3 Counsel for --

4 MR. MUSHKIN: That works for me, Your Honor. This is
5 Mike Mushkin.

6 THE COURT: Mr. Gutierrez, does that work for you as
7 well?

8 MR. GUTIERREZ: Yes, Your Honor.

9 THE COURT: Okay. So then you'll put that also in
10 your proposed order.

11 Is there anything else the Court can do other than
12 say congratulations, wish you the best of luck and look forward
13 to hearing positive news on January 11th? Is anything else I
14 can do for you on Case 813439?

15 Counsel for plaintiff and counterdefendants.

16 MR. GUTIERREZ: This is Joe Gutierrez. No, thank
17 you, Your Honor. Thank you for your time.

18 THE COURT: Okay. Sorry. And, Mr. Gutierrez, let me
19 just give one point since we're doing kind of final conclusions
20 of everything. And I also understood what was addressed in the
21 very beginning of the hearing that Mr. Ian Hughes, he was
22 released from his subpoena, and you had stated that on the
23 record; correct?

24 MR. GUTIERREZ: That is correct.

25 THE COURT: Okay. Thank you so much.

1 Go ahead, please. Counsel for defense, is there
2 anything else the Court can do for you on Case 813439?
3 Defendants and counterclaimants.

4 MR. MUSHKIN: No, Your Honor. No, Your Honor. On
5 behalf of the defendant and counterclaimants, thank you very
6 much for your time. I'm only sorry I couldn't give you the
7 news earlier.

8 THE COURT: Do appreciate it. Well, thank you. And
9 like I said, congratulations. Appreciate your diligence to try
10 to get this matter resolved and wish you all the best of luck.

11 So that concludes the hearing. And thank everyone.

12 (Proceedings concluded at 3:49 p.m.)

13 -oOo-

14 ATTEST: I do hereby certify that I have truly and correctly
15 transcribed the audio/video proceedings in the above-entitled
16 case to the best of my ability.

17 
18 Dana L. Williams

19 Dana L. Williams
20 Transcriber

	5th [10] 20/15 20/17 20/22 20/24 21/13 21/18 22/12 22/12 33/15 33/19	11/23 12/7 13/1 13/2 13/4 14/22 16/21 17/16 19/23 22/3 22/24 26/15 33/19	April [16] 21/9 21/13 21/18 22/12 25/22 26/12 26/12 26/13 27/24 28/3 28/4 28/13 28/13 28/17 33/6 33/15 April 18th [1] 33/6 April 2022 [1] 21/9 arbitration [1] 21/2 are [56] as [65] ask [16] 2/8 2/23 3/2 5/5 6/20 18/3 18/16 21/8 23/25 24/1 24/3 32/2 33/20 34/2 35/6 36/6 asked [2] 7/13 32/14 asking [27] 15/19 24/1 25/9 25/21 26/4 26/4 26/7 26/10 26/17 26/24 27/5 28/10 28/15 28/19 28/21 30/7 32/2 32/4 32/6 32/17 32/21 32/24 33/1 33/5 33/12 33/16 34/1 aspect [2] 7/13 14/5 associated [1] 21/7 assuming [1] 21/19 at [34] 2/19 3/2 3/5 4/16 5/2 5/23 7/15 8/3 8/7 11/1 11/3 12/4 14/1 15/21 16/23 18/17 19/2 22/9 26/2 26/3 28/3 29/4 29/5 30/16 32/3 33/14 33/15 33/17 34/5 35/11 35/15 36/3 36/21 38/12 attendance [1] 5/23 ATTEST [1] 38/14 attorneys [2] 14/2 30/20 audio [2] 7/10 38/15 audio/video [1] 38/15 audiovisual [1] 2/16 audiovisually [3] 2/21 7/9 11/10 authorize [1] 36/3 available [2] 8/8 9/17 aware [3] 2/25 30/12 31/13 away [1] 18/18	15/21 16/8 18/19 19/12 25/13 25/24 28/11 30/1 30/7 30/8 31/6 31/22 32/15 36/13 36/23 become [1] 21/13 been [10] 7/6 7/6 7/7 7/17 11/4 12/2 13/3 27/21 33/7 36/6 before [12] 1/12 3/5 7/17 7/23 9/8 9/11 16/12 20/22 21/4 21/4 21/23 30/4 beginning [1] 37/21 behalf [20] 3/13 3/19 4/4 4/8 4/17 4/21 4/22 9/20 10/6 19/15 23/12 24/17 25/3 29/21 29/22 29/24 34/19 34/22 36/13 38/5 being [11] 2/22 8/19 9/15 10/25 11/11 15/18 16/5 16/19 22/11 22/12 31/13 believe [8] 5/8 12/2 23/6 24/6 25/5 26/13 28/22 30/14 bench [2] 3/6 17/20 benchmarks [1] 17/19 best [3] 37/12 38/10 38/16 better [2] 26/6 28/18 between [1] 16/21 beyond [1] 26/14 binding [1] 21/2 Birch [2] 21/16 21/17 bit [1] 16/7 BLOOM [17] 1/20 2/7 3/21 3/22 3/25 8/25 9/23 17/8 17/11 23/22 23/25 24/3 24/16 24/19 25/3 31/3 34/19 BlueJeans [7] 2/14 2/21 6/20 16/14 16/19 31/1 31/2 blurb [1] 2/9 both [4] 4/18 16/22 19/4 35/14 break [2] 17/2 17/11 brief [1] 17/2 Britton [1] 20/10 brought [1] 7/17 burden [1] 10/17 business [3] 10/25 22/15 35/18 but [38] 2/17 2/20 3/3 3/7 5/2 5/21 6/18 7/3 7/8 7/15 9/14 9/24 10/11 10/24 11/19 12/1 12/8 12/11 14/7 14/23 16/6 17/5 17/13 18/21 20/6 22/2 26/5 27/10 28/2 28/10 28/12 29/7 30/11 30/15 32/3 32/20 34/5 36/6
MR. BLOOM: [6] 24/5 24/14 24/16 24/20 25/3 25/10 MR. GUTIERREZ: [34] 3/18 3/25 5/15 6/1 8/2 9/20 10/20 10/23 11/22 12/1 12/23 15/1 15/5 15/8 15/16 17/4 17/13 17/18 18/10 19/22 23/18 24/3 27/19 29/16 29/20 29/24 32/11 34/12 34/15 34/20 35/22 37/8 37/16 37/24 MR. MUSHKIN: [39] THE COURT RECORDER: [1] 2/10 THE COURT: [81] UNIDENTIFIED SPEAKER: [4] 4/20 24/8 24/19 35/13 - -oOo [1] 38/13 1 10:15 [1] 33/14 1111 [2] 20/12 22/7 11th [6] 29/4 29/4 33/17 34/7 36/21 37/13 13 [1] 15/11 14 [6] 8/4 15/11 17/7 23/21 32/20 35/7 15 [2] 1/13 2/1 15th [3] 26/13 27/9 34/5 15th of [1] 36/9 17th [5] 5/9 21/6 33/2 33/14 36/5 17th of [1] 26/13 18th [2] 28/13 33/6 2 2021 [4] 1/13 2/1 21/7 36/9 2022 [11] 20/18 20/22 20/25 21/9 21/14 21/18 22/12 22/13 28/13 28/14 33/19 2421 [1] 4/8 2:50 [1] 2/1 3 30 [2] 21/23 28/7 31 [1] 31/5 3:00 o'clock [3] 3/6 7/24 32/23 3:15 p.m [1] 19/2 3:23 p.m [1] 19/2 3:35 [1] 34/5 3:35 on [1] 27/9 3:49 p.m [1] 38/12 4 45 [1] 28/8 5 5148 [7] 4/24 9/4 9/7 20/12 20/14 20/25 22/6	6 6th of [1] 28/23 7 7.21 [2] 35/7 36/10 7.50 [1] 32/18 8 813439 [8] 2/13 3/8 5/23 25/17 30/5 35/5 37/14 38/2 8:30 [2] 29/4 29/5 A abiding [1] 22/1 ability [1] 38/16 able [1] 35/17 about [2] 11/19 35/16 above [1] 38/15 above-entitled [1] 38/15 abundance [1] 33/9 access [2] 16/16 16/17 accordance [2] 21/22 36/10 accuracy [1] 23/24 ACQUISITION [8] 1/4 1/19 2/3 3/8 3/14 3/19 8/24 25/18 action [3] 33/20 33/21 33/25 actions [1] 30/7 actually [1] 15/10 added [1] 23/14 addition [2] 34/1 34/6 additionally [1] 6/14 address [8] 3/2 5/12 6/6 10/7 10/20 30/4 36/1 36/1 addressed [1] 37/20 administration [1] 13/16 ado [1] 7/18 advise [3] 22/5 23/9 30/15 affirmation [1] 34/18 after [8] 7/13 7/23 21/23 22/14 22/22 27/10 27/23 33/3 afternoon [3] 3/18 4/7 24/5 again [3] 20/6 24/9 26/8 ago [1] 6/15 agree [10] 10/14 12/10 21/6 21/12 21/15 21/17 21/20 24/11 24/20 25/8 agreeable [3] 12/11 17/6 17/8 agreed [11] 9/24 11/4 11/20 12/2 13/4 17/7 20/8 21/3 23/21 26/2 33/7 agreement [14] 8/5	all [52] allocated [1] 31/8 allow [3] 20/8 20/25 26/14 along [1] 29/6 already [1] 36/23 also [20] 2/6 2/20 3/24 4/1 4/22 4/23 6/5 6/13 6/18 7/1 22/21 23/22 26/5 32/24 33/12 33/16 34/1 34/6 37/9 37/20 alternatively [1] 13/6 always [1] 3/6 am [5] 3/6 29/2 31/13 31/20 36/3 amount [1] 22/7 amounts [2] 22/19 22/20 analysis [2] 10/3 15/22 another [1] 18/13 anticipated [2] 25/23 35/11 Antos [4] 4/14 9/4 9/5 9/6 any [16] 5/22 6/21 7/14 7/14 9/16 11/8 13/12 13/19 15/22 16/14 22/19 22/25 23/4 23/14 26/18 34/3 anybody [8] 2/5 3/2 7/23 7/25 7/25 9/15 13/14 31/13 anyone [5] 3/7 3/7 6/23 8/8 9/18 anything [12] 5/13 6/6 7/5 9/13 23/8 23/13 30/2 32/4 36/18 37/11 37/13 38/2 appearance [3] 3/16 4/5 5/17 appearances [2] 1/18 3/13 appeared [1] 5/2 appearing [1] 13/14 appointed [6] 21/16 21/18 26/22 26/24 27/22 34/3 appointment [3] 31/24 32/5 36/17 appraisal [2] 20/9 20/10 appraiser [1] 20/9 appreciate [10] 2/11 11/19 12/18 14/1 16/8 19/1 19/14 31/6 38/8 38/9 appropriate [1] 29/10 appropriately [1] 30/10 approve [1] 22/9	ask [16] 2/8 2/23 3/2 5/5 6/20 18/3 18/16 21/8 23/25 24/1 24/3 32/2 33/20 34/2 35/6 36/6 asked [2] 7/13 32/14 asking [27] 15/19 24/1 25/9 25/21 26/4 26/4 26/7 26/10 26/17 26/24 27/5 28/10 28/15 28/19 28/21 30/7 32/2 32/4 32/6 32/17 32/21 32/24 33/1 33/5 33/12 33/16 34/1 aspect [2] 7/13 14/5 associated [1] 21/7 assuming [1] 21/19 at [34] 2/19 3/2 3/5 4/16 5/2 5/23 7/15 8/3 8/7 11/1 11/3 12/4 14/1 15/21 16/23 18/17 19/2 22/9 26/2 26/3 28/3 29/4 29/5 30/16 32/3 33/14 33/15 33/17 34/5 35/11 35/15 36/3 36/21 38/12 attendance [1] 5/23 ATTEST [1] 38/14 attorneys [2] 14/2 30/20 audio [2] 7/10 38/15 audio/video [1] 38/15 audiovisual [1] 2/16 audiovisually [3] 2/21 7/9 11/10 authorize [1] 36/3 available [2] 8/8 9/17 aware [3] 2/25 30/12 31/13 away [1] 18/18 B back [4] 18/1 18/21 19/3 32/1 balance [3] 12/15 14/9 21/1 bankruptcy [14] 10/13 10/24 11/5 11/17 11/24 12/3 15/10 20/5 20/11 21/22 21/24 22/4 30/3 33/24 Bar [1] 4/8 based [1] 36/7 bases [2] 11/15 12/19 basic [2] 20/3 23/7 basis [2] 7/14 14/8 be [64] because [21] 3/10 4/12 4/16 5/21 10/12 11/18	calendar [3] 26/3 32/22 33/14 call [9] 3/22 3/24 4/1
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[9] 13/13 17/20 19/4 26/10 30/10 32/16 32/19 32/22 35/14</p> <p>what [47]</p> <p>what's [2] 30/4 35/11</p> <p>whatever [9] 7/10 8/21 11/5 14/12 16/11 18/6 18/20 28/8 28/25</p> <p>when [10] 6/25 18/21 25/21 28/5 31/19 31/21 31/25 35/8 35/8 35/9</p> <p>where [2] 29/10 30/16</p> <p>whether [1] 24/11</p> <p>which [13] 2/19 11/4 11/9 11/23 13/17 20/15 21/12 22/6 22/17 25/17 34/4 35/4 36/21</p> <p>whichever [2] 18/8 21/24</p> <p>while [2] 10/14 12/18</p> <p>who [8] 3/23 6/23 11/2 13/8 24/11 30/19 31/1 36/14</p> <p>who's [2] 27/21 31/14</p> <p>why [1] 15/18</p> <p>will [34] 8/3 10/12 10/23 11/22 11/23 14/18 14/21 14/24 20/3 20/12 20/22 20/25 21/10 21/13 21/21 21/23 22/1 22/5 22/6 22/8 22/9 22/10 23/1 26/14 26/15 28/22 28/24 29/5 33/18 35/23 36/1 36/1 36/4 36/22</p> <p>Williams [1] 38/19</p> <p>window [1] 8/22</p> <p>wish [12] 2/21 6/4 12/21 14/3 18/7 18/20 19/25 28/13 29/3 33/10 37/12 38/10</p> <p>wishes [1] 5/21</p> <p>withdrew [1] 5/16</p> <p>within [3] 13/21 25/14 25/15</p> <p>without [2] 7/18 23/3</p> <p>won't [2] 12/3 16/23</p> <p>words [1] 14/21</p> <p>work [5] 25/24 27/8 27/10 27/22 37/6</p> <p>works [1] 37/4</p> <p>would [35] 3/1 3/2 4/5 5/22 6/25 7/14 9/17 9/21 9/22 10/2 10/14 10/17 11/3 13/4 13/8 17/5 17/15 24/1 27/7 27/23 28/2 28/24 29/1 29/7 29/13 29/14 29/22 30/8 31/15 33/13 33/14 33/15 33/23 34/4 34/6</p> <p>wouldn't [3] 10/10 13/21 24/24</p> <p>writing [2] 32/19 32/20</p>
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<div>W</div> <div>written [1] 15/25</div> <div>X</div> <div>XXXI [1] 1/6</div> <div>Y</div> <div>Yeah [2] 15/16 19/22</div> <div>year [3] 20/16 20/16 20/17</div> <div>yes [21] 3/18 18/10 19/9 19/18 20/2 23/20 24/5 24/14 25/3 25/4 25/10 27/2 27/21 29/16 29/20 29/24 32/12 34/15 34/24 35/22 37/8</div> <div>yet [2] 7/17 11/20</div> <div>you [174]</div> <div>you'll [1] 37/9</div> <div>you're [38] 4/10 4/21 4/22 6/3 6/5 6/11 11/12 14/7 15/17 15/25 18/2 18/2 18/4 18/7 18/22 18/23 19/8 24/25 25/13 25/21 26/3 26/4 26/7 28/15 28/19 29/10 30/7 30/17 31/25 32/2 32/4 32/17 32/21 32/24 33/1 33/5 33/16 34/1</div> <div>you've [1] 18/1</div> <div>your [95]</div> <div>yourself [1] 17/25</div> <div>yourselves [2] 18/18 19/11</div>				<div>PA0777</div>
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EXHIBIT “J”

Natalie M. Cox

Honorable Natalie M. Cox
United States Bankruptcy Judge



Entered on Docket
November 24, 2021

James D. Greene, Esq.
Nevada Bar No. 2647
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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:) Case No.: BK-S-21-10501-nmc
)
SPANISH HEIGHTS ACQUISITION) Chapter 11
COMPANY, LLC)
) Hearing Date: November 23, 2021
Debtor.) Hearing Time: 10:30 a.m.

**ORDER CONFIRMING THIRD AMENDED PLAN OF
REORGANIZATION FOR THE DEBTOR
UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE**

The Third Amended Plan of Reorganization of Spanish Heights Acquisition Company, L.L.C. Dated June 2, 2021 Under Chapter 11 of the Bankruptcy Code (ECF No. 276) ("Plan") came on for hearing at the above date and time, the Honorable Natalie M. Cox, United States Bankruptcy Judge, presiding. The Debtor was represented by James D. Greene, Esq. of Greene Infuso, L.L.P. Other appearances were noted on the record. The Court considered the Debtor's Brief in Support of Confirmation of the Plan; the Amended Declaration of James D. Greene Certifying Voting On and Tabulation of Ballots Accepting and Rejecting the Debtor's Third Amended Plan of Reorganization ("Ballot Certification"); other declarations, exhibits and documents presented to the Court at or before the hearing; and the arguments of counsel presented at the hearing. The Court being familiar

with the Plan and other relevant factors affecting this case and the Court having taken judicial notice of the entire record of the Chapter 11 case, including all pleadings and papers filed by the Debtor, creditors and parties-in-interest in the Chapter 11 case, including the order ("Disclosure Statement Order") entered by the Court on September 1, 2021 (Docket No. 187), approving the Debtor's Disclosure Statement and granting related relief and the Court having found that due and proper notice has been given with respect to the hearing, and the deadlines and procedures for objecting to the Plan and the Court having stated its findings of fact and conclusions of law on the record at the Hearing, which are incorporated herein pursuant to Federal Rule of Civil Procedure (made applicable pursuant to Federal Rule of Bankruptcy Procedure 7052); and after due deliberation thereon, and sufficient cause appearing therefore:

THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS,¹ that

JURISDICTION AND VENUE

A. The Court has jurisdiction to conduct the Hearing and to confirm the Plan pursuant to 28 U.S.C. § 1334.

B. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b), and this Court has jurisdiction to enter a final order with respect thereto.

C. The Debtor is a proper debtor under section 109 of the Bankruptcy Code and a proper proponent of the Plan under section 1121(a) of the Bankruptcy Code.

D. Any and all conditions precedent to the entry of this Order have been satisfied.

JUDICIAL NOTICE

E. This Court takes judicial notice of the docket of the Debtor's Chapter 11 case maintained by the Clerk of the Court, and all pleadings and other documents filed, all orders entered.

¹ The Findings of Fact and Conclusions of Law contained herein constitute the findings of fact and conclusions of law required to be entered by this Court pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"). To the extent any finding of fact constitutes a conclusion of law, it is adopted as such. To the extent any conclusion of law constitutes a finding of fact, it is adopted as such.

1 and evidence and argument made, proffered or adduced at, the hearings held before the Court during
2 the pendency of the Chapter 11 case.

3 **STANDARDS FOR CONFIRMATION UNDER**
4 **SECTION 1129 OF THE BANKRUPTCY CODE**

5 F. Section 1129(a)(1). The Plan complies with each applicable provision of the
6 Bankruptcy Code. In particular, the Plan complies with the requirements of sections 1122, 1123,
7 1125, and 1126 of the Bankruptcy Code.

8 G. Section 1129(a)(2). The proponent of the Plan, the Debtor, has complied with each
9 applicable provision of the Bankruptcy Code.

10 H. Section 1129(a)(3). The Plan has been proposed in good faith and is not by any
11 means forbidden by law. In so finding, the Court has considered the totality of the circumstances in
12 this Case. The Plan is the result of extensive arms' length negotiations and achieves the goal of
13 consensual reorganization embodied in the Bankruptcy Code. Further, the Plan's provisions have
14 been negotiated in good faith, are consistent with sections 105, 1123(b)(6), 1129 and 1142 of the
15 Bankruptcy Code, and are each necessary to the Debtor's successful reorganization, as agreed by
16 the parties on the record during the hearing.

17 I. Section 1129(a)(4). No payment for services or costs in connection with the Chapter
18 11 case or the Plan has been made by the Debtor other than payments that have been authorized by
19 order of the Court.

20 J. Section 1129(a)(5). The proponent of the Plan, the Debtor, has disclosed the identity
21 of the party that will serve as the manager of the Debtor post-confirmation (SJC Ventures Holding,
22 LLC) which is in the best interests of the Debtor's creditors and parties in interest. The proponent
23 has also disclosed that the manager shall receive no compensation for services rendered or to be
24 rendered as the Reorganized Debtor's manager.

25 K. Section 1129(a)(6). This provision is not applicable to the Debtor because there is
26 no government regulatory commission that oversees the Debtor or its operations.

27 L. Section 1129(a)(7). Each holder of an impaired Claim that is entitled to vote on the
28 Plan has accepted the Plan and each will, on account of such Claim, receive or retain property under

the Plan having a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

M. Section 1129(a)(8). As set forth in the Ballot Certification, the Plan has been accepted by all impaired classes of Claims that are entitled to vote on the Plan.

N. Section 1129(a)(9). The Plan provides treatment for Administrative and Priority Claims ("Administrative Claims") that is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code.

O. Section 1129(a)(10). The Plan has been accepted by all classes of impaired Claims that are entitled to vote on the Plan, including Classes 1-4, determined without including any acceptance of the Plan by any insider.

P. Section 1129(a)(11). Confirmation of the Plan is feasible and not likely to be followed by the liquidation or the need for the further financial reorganization of the Debtors.

Q. Section 1129(a)(12). The Plan provides for the payment of all fees payable under section 1930, of Title 28, of the United States Code by the Debtors on the Effective Date. After the Effective Date and until this Chapter 11 case is closed, converted, or dismissed, the Plan provides for the payment by the Disbursing Agent of all such fees as they become due and payable.

R. Sections 1129(a)(13) through (16). These provisions do not apply to the Debtor.

S. Section 1129(b). The Plan is accepted by all Classes entitled to vote on the Plan, so this provision does not apply to the Plan. Nevertheless, the Plan does not "discriminate unfairly" and is "fair and equitable" with respect to any nonvoting impaired class. Accordingly, the requirements of section 1129(b) of the Bankruptcy Code have been satisfied and the Court may "cram down" the Plan over any nonvoting impaired class.

T. Section 1129(c). The Plan (including previous versions thereof) is the only plan that has been filed in the Chapter 11 case that has been found to satisfy the requirements of subsections (a) and (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

U. Section 1129(d). No party in interest, including, but not limited to, any governmental unit, has requested that the Court deny confirmation of the Plan on grounds that the principal purpose

of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933, and the principal purpose of the Plan is not such avoidance. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

EXECUTORY CONTRACTS

V. Except as otherwise provided herein, pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of the Effective Date, the Plan provides for the rejection of each and every executory contract and unexpired lease to which Debtor was a party on the Petition Date. The Debtor's decisions regarding the assumption and rejection of executory contracts and unexpired leases are based on and are within the sound judgment of the Debtor, are necessary to the implementation of the Plan, and are in the best interests of the Debtor, its estate, holders of Claims, and other parties in interest in this Chapter 11 case.

SETTLEMENTS AND INJUNCTIONS

W. Pursuant to sections 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019(a), and in consideration of the classification, distributions, and other benefits provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all the Claims and controversies resolved pursuant to the Plan.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that:

A. General

1. The Plan, as amended pursuant to this Order, a copy of which is attached hereto as Exhibit A, is hereby confirmed and the record of the hearing is hereby closed.

2. The "Effective Date" of the Plan shall be the fifteenth (15th) day after the date when the Court enters this Order confirming the Plan.

3. In accordance with section 1141(a) of the Bankruptcy Code and upon the occurrence of the Effective Date, the Plan shall be binding upon and inure to the benefit of (i) the Debtor and its respective successors and assigns, (ii) the holders of Claims and their respective successors and assigns (whether or not they voted to accept the Plan, whether or not they are impaired under the Plan, and whether or not any such holder has filed, or is deemed to have filed a proof of Claim), (iii) any other person or entity giving, acquiring, or receiving property under the Plan, (iv) any party to

an executory contract or unexpired lease of the Debtor and (v) each of the foregoing's respective heirs, successors, assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians, if any.

4. On the Effective Date, except as otherwise provided in the Plan, title to all property of the Debtor's bankruptcy estate shall vest in and be transferred to the Debtor in accordance with the terms of the Plan.

B. Treatment of Claims

1. The secured claim of City National Bank shall be paid as set forth in Class 1 of the Plan. Without limiting or otherwise modifying treatment of CNB, upon default as discussed in the Plan, CNB shall be entitled to pursue all rights and remedies under the CNB Loan Documents, as defined in the Plan, including without limitation foreclosure on the real property located at 5148 Spanish Heights Drive, Las Vegas NV 89148 (APN 163-29-615-007) ("Property"), without further Order of the Bankruptcy Court or relief from the automatic stay under Section 362 of the Bankruptcy Code. CNB shall only be required to issue written notice of default via email to counsel for Reorganized Debtor, James D. Greene, Esq. (jgreene@greeneinfusolaw.com) and to Reorganized Debtor's client representative, Jay Bloom (jbloom@lvem.com), of such default and, if applicable, the amount necessary to cure the default. Debtor and/or Reorganized Debtor shall have ten (10) calendar days from the date of such notice to cure said default.

2. The secured claim of Northern Trust Bank shall be paid as set forth in Class 2 of the Plan.

3. The secured claim of 5148 Spanish Heights, LLC shall be paid as set forth in Class 3 of the Plan.

4. The secured claim of the Spanish Hills Community Association (the "Association") shall be paid as set forth in Class 4 of the Plan. Without limiting or otherwise modifying treatment of the Association, upon default of ongoing assessments (regular, special, reserve, or otherwise) and/or violation of the Association's governing documents by Debtor, the Association shall be entitled to pursue all state law rights and remedies under its governing documents and NRS Chapter 116 including, without limitation, judicial or non-judicial foreclosure of the real property located at 5148

Spanish Heights Drive, Las Vegas NV 89148 (APN 163-29-615-007) ("Property"), without further Order of the Bankruptcy Court or relief from the automatic stay under 11 U.S.C Section 362 of the Bankruptcy Code. Upon default and/or violation, the Association shall only be required to send written notice via email to counsel for Reorganized Debtor, James D. Greene, Esq. (jgreene@greeneinfusolaw.com) and to Reorganized Debtor's client representative, Jay Bloom (jbloom@lvem.com), of such default and/or violation and, if applicable, the amount necessary and/or action which must be taken to cure the default and/or violation. Debtor and/or Reorganized Debtor shall have ten (10) calendar days from the date of such notice to cure said default and/or violation.

5. The Disputed Claims of remaining parties are treated as described in Classes 5-8 of the Plan.

6. All other priority, administrative and other claims not otherwise specified herein shall be paid as set forth in the Plan.

C. Plan Implementation.

7. The Debtor is authorized to undertake or cause to be undertaken any and all acts and actions contemplated by the Plan or required to consummate and implement the provisions of the Plan, prior to, on, and after the Effective Date, including without limitation, entering, executing, delivering, filing or recording any agreements, instruments, or documents necessary to implement the Plan. All such actions shall be deemed to have occurred and shall be in effect without any requirement or further action by the Debtor.

8. Each federal, state, commonwealth, local, foreign or other governmental agency is hereby directed and authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Order.

9. Any and all transfers of Property authorized hereby or the recording of any deed or other instrument in accordance with the terms of this Order or the Plan shall be free and clear of any and all stamp, real property transfer or similar taxes imposed upon the making or delivery of any instrument of transfer pursuant to Section 1146 of the Bankruptcy Code.

1 10. All settlements, compromises, releases, exculpations and injunctions set forth in the
2 Plan, shall be, and hereby are, effective and binding on all persons who may have had standing to
3 assert such settled, released, exculpated or enjoined causes of action and no other person or entity
4 shall possess such standing to assert such causes of action after the Effective Date.

5 **D. Plan Distributions.**

6 11. On and after the Effective Date, distributions on account of allowed Claims shall be
7 effectuated pursuant the Plan and upon the Effective Date, issued by the Debtor.

8 12. In accordance with the Plan, all applications for payment of fees and reimbursement
9 of expenses by professionals retained in these Chapter 11 Cases, as well as parties seeking
10 compensation pursuant to section 503 of the Bankruptcy Code must be filed with the Court by the
11 date that is no later than forty-five (45) days after the Effective Date (or, if such date is not a Business
12 Day, by the next Business Day thereafter). Any Person or Entity that fails to file such an application
13 or request on or before such date shall be forever barred from asserting such Administrative Claim
14 against the Debtor or its properties, and the holder thereof shall be enjoined from commencing or
15 continuing any action, employment of process or act to collect, offset or recover such Administrative
16 Claim. Applications for approval of professionals' fees not previously awarded during the pendency
17 of the Chapter 11 case may be included in such professional's final applications as set forth herein
18 and in the Plan. Objections, if any, to Fee Claims shall be filed and served not later than fourteen
19 (14) business days prior to the date set by the Court for the hearing to consider such requests.

20 **E. Executory Contracts and Leases.**

21 13. As of the Effective Date, all executory contracts and unexpired leases of the Debtor
22 shall be rejected, pursuant to sections 365 and 1123 of the Bankruptcy Code, as identified and set
23 forth in the Plan.

24 **F. Taxes and Transfers.**

25 14. The transfer of any asset under the Plan or this Order has been duly authorized, and
26 when issued as provided in the Plan, will be validly issued, fully paid, and non-assessable.

27 15. Creditors seeking to protect the validity, enforceability, perfection and priority of the
28 liens and security interests granted and/or continued under the Plan may file financing statements.

1 deeds of trust, mortgages or other documents and take any and all actions as they deem appropriate.
2 in their respective discretion, to confirm the perfection of such security interests and liens.

3 16. All filing and recording officers are hereby directed to accept for filing or recording
4 all instruments of transfer to be filed and recorded notwithstanding any contrary provision of
5 applicable non-bankruptcy law. This Court retains jurisdiction to enforce the foregoing direction,
6 by contempt proceedings or otherwise.

7 **G. Miscellaneous.**

8 17. From and after the Confirmation Date, this Court shall retain and have exclusive
9 jurisdiction of all matters arising out of this Chapter 11 case pursuant to, and for purposes of,
10 subsection 105(a) and section 1142 of the Bankruptcy Code, including without limitation,
11 jurisdiction over the matters set forth in the Plan, which is incorporated herein by reference, as if set
12 forth herein.

13 18. Except as otherwise provided in the Plan and this Order, notice of all subsequent
14 pleadings in this Chapter 11 case shall be limited to counsel for the Debtor, the United States Trustee,
15 and any party known to be directly affected by the relief sought.

16 19. Notwithstanding anything in the Plan or this Order to the contrary, the amount of any
17 Priority Tax Claim for federal income taxes or state taxes, if any, and the rights of the holder of such
18 Claim, if any, to payment in respect thereof shall: (a) survive the Effective Date and consummation
19 of the Plan and be determined in the manner and by the administrative or judicial tribunal in which
20 the amount of such Claim and the rights of the holder of such Claim would have been resolved or
21 adjudicated if the Chapter 11 case had not been commenced; and (b) not be discharged, impaired or
22 adversely affected by the Plan. In accordance with section 1124 of the Bankruptcy Code, the Plan
23 shall leave unaltered the legal, equitable and contractual rights of a holder of such Claim.

24 20. Failure specifically to include or reference particular sections or provisions of the
25 Plan or any related agreement in this Order shall not diminish or impair the effectiveness of such
26 sections or provisions, it being the intent of the Court that the Plan be confirmed and such related
27 agreements be approved in their entirety.
28

1 21. All entities holding Claims against the Debtor that are treated under the Plan are
2 hereby directed to execute, deliver, file, or record any document, and to take any action necessary
3 to implement, consummate, and otherwise effect the Plan in accordance with its terms, and all such
4 entities shall be bound by the terms and provisions of all documents executed and delivered by them
5 in connection with the Plan.

6 22. In accordance with section 1142 of the Bankruptcy Code, the Debtor, and any other
7 entity designated pursuant to the Plan are hereby authorized, empowered and directed to issue,
8 execute, deliver, file and record any document, and to take any action necessary or appropriate to
9 implement, consummate and otherwise effectuate the Plan in accordance with its terms, and all such
10 entities shall be bound by the terms and provisions of all documents issued, executed and delivered
11 by them as necessary or appropriate to implement or effectuate the transactions contemplated by the
12 Plan and as set forth in the Plan.

13 23. In the event of an inconsistency between the Plan, on the one hand, and any other
14 agreement, instrument, or document intended to implement the provisions of the Plan, on the other,
15 the provisions of the Plan shall govern (unless otherwise expressly provided for in such agreement,
16 instrument, or document). In the event of any inconsistency between the Plan or any agreement,
17 instrument, or document intended to implement the Plan, on the one hand, and this Order, on the
18 other, the provisions of the Order shall govern, except with respect to the payment of fees assessed
19 pursuant to 28 U.S.C. § 1930(6). Fees due pursuant to 28 U.S.C. § 1930(6) shall be paid on the
20 Effective Date of the Plan or when they come due, without the requirement that a proof of claim be
21 filed. The Debtors shall timely file quarterly operating reports as such reports become due until this
22 Chapter 11 case is closed.

23 24. The provisions of this Order are integrated with each other and are non-severable and
24 mutually dependent.

25 25. This Confirmation Order is a final order and the period in which an appeal must be
26 filed shall commence immediately upon the entry hereof.

27 26. If any or all of the provisions of this Order are hereafter reversed, modified or vacated
28 by subsequent order of this Court, or any other Court, such reversal, modification or vacatur shall

1 not affect the validity of the acts or obligations incurred or undertaken under or in connection with
2 the Plan prior to the Debtors' receipt of written notice of such order. Notwithstanding any such
3 reversal, modification or vacatur of this Order, any such act or obligation incurred or undertaken
4 pursuant to, and in reliance on, this Order prior to the effective date of such reversal, modification
5 or vacatur shall be governed in all respects by the provisions of this Order and the Plan and all related
6 documents or any amendments or modifications thereto.

7 Submitted by:

8
9 GREENE INFUSO, LLP

10 By: /s/ James D. Greene

11 James D. Greene, Esq., NV Bar No.2647

12 3030 South Jones Boulevard, Suite 101

13 Las Vegas, NV 89146

14 Attorney for the Debtor

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SUBMISSION TO COUNSEL FOR APPROVAL PURSUANT TO LR 9021

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

☐ The court has waived the requirement set forth in LR 9021(b)(1).

☐ No party appeared at the hearing or filed an objection to the motion.

☒ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of this Order.

APPROVED: Andrea Gandara, Esq.; Blakely Griffith, Esq.; Michael R. Mushkin, Esq.; Karen Ayarbe, Esq.

DISAPPROVED: None

FAILED TO RESPOND: None

Submitted by:

GREENE INFUSO, LLP

By: /s/ James D. Greene, Esq.
James D. Greene, Esq., NBN 2647
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EXHIBIT 1

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E-Filed: November 19, 2021

Attorneys for Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT**DISTRICT OF NEVADA**

In Re:

Case No. BK-S-21-10501-NMC

Spanish Heights Acquisition Company,
LLC,

Chapter 11

Debtor.

**THIRD AMENDED PLAN OF REORGANIZATION OF SPANISH HEIGHTS
ACQUISITION COMPANY, LLC DATED JUNE 2, 2021
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

Spanish Heights Acquisition Company, LLC, a Nevada limited liability company, as debtor and debtor in possession ("SHAC" or the "Debtor"), proposes the following plan of reorganization (the "Plan") for the resolution of the outstanding claims against, and equity interests in, the Debtor. The Debtor is the proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code (as defined below). Reference is made to the Debtor's Disclosure Statement, which contains a discussion of the Debtor's history, business, results of operations, historical financial information, accomplishments during the Chapter 11 Case (as defined below), projections and a summary and analysis of this Plan and the treatment provided for herein. There also are other agreements and documents, that have been filed with the Bankruptcy Court, that are referenced in this Plan or the Disclosure Statement.

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ARTICLE I.

**RULES OF INTERPRETATION, COMPUTATION OF TIME,
GOVERNING LAW AND DEFINED TERMS**

A. *Rules of Interpretation, Computation of Time and Governing Law*

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (e) unless otherwise stated, the words "herein," "hereof" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

B. *Defined Terms*

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. "Accrued Professional Compensation" means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including, without limitation, success fees and Allowed Professional Compensation) for legal, financial advisory, accounting and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code or otherwise rendered allowable prior to the Confirmation Date by any Retained Professionals in the Chapter 11 Case, that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been Filed for any such amount.

2. "Administrative Claim" means any Claim for costs and expenses of administration of the Estate under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code (excluding claims under section 503(b)(9) of the Bankruptcy Code), including, without limitation: (a) the actual and necessary costs and expenses incurred after the Commencement Date of preserving the Estate and operating the business of the Debtor; (b) Allowed Professional Compensation; and (c) all fees and charges assessed against the Estate under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.

3. "Affiliate" has the meaning set forth at section 101(2) of the Bankruptcy Code.

4. "Allowed" means, with respect to Claims or Equity Interests: (a) any Claim or Equity Interest proof of which is timely Filed by the applicable Claims Bar Date (or which by the Bankruptcy Code or Final Order is not or shall not be required to be Filed); (b) any Claim or Equity

1 Interest that is listed in the Schedules as of the Effective Date as not contingent, not unliquidated
 2 and not Disputed, and for which no Proof of Claim or Interest has been timely Filed; or (c) any
 3 Claim or Equity Interest Allowed pursuant to the Plan; provided, however, that with respect to any
 4 Claim or Equity Interest described in clause (a) above, such Claim or Equity Interest shall be
 5 considered Allowed only if and to the extent that (x) with respect to any Claim or Equity Interest,
 6 no objection to the allowance thereof has been interposed within the applicable period of time fixed
 7 by the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or (y) such an
 8 objection is so interposed and the Claim or Equity Interest shall have been Allowed for distribution
 9 purposes only by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as
 10 contingent, unliquidated or disputed, and for which no Proof of Claim has been timely Filed, is not
 11 considered Allowed and shall be expunged without further action by the Debtor or the Reorganized
 12 Debtor and without any further notice to or action, order or approval of the Bankruptcy Court.

13 5. "Allowed Professional Compensation" means all Accrued Professional
 14 Compensation allowed or awarded by a Final Order of the Bankruptcy Court or any other court of
 15 competent jurisdiction.

16 6. "Assets" means all of the Debtor's right, title and interest of any nature in property,
 17 wherever located, as specified in section 541 of the Bankruptcy Code.

18 7. "Avoidance Actions" means any and all claims and causes of action which any of
 19 the Debtor, the debtors in possession, the Estate, or other appropriate party in interest has asserted
 20 or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code
 21 or under similar or related state or federal statutes and common law, including fraudulent transfer
 22 laws.

23 8. "Ballots" means the ballots accompanying the Disclosure Statement upon which
 24 certain Holders of Impaired Claims (modified, as necessary, based on voting party in accordance
 25 with the Disclosure Statement Order) entitled to vote shall, among other things, indicate their
 26 acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the
 27 solicitation process, and which must be actually received on or before the Voting Deadline.

28 9. "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101-
 1532, as applicable to the Chapter 11 Case, and to the extent of the withdrawal of any reference
 under section 157 of Title 28 of the United States Code and/or the Order of the United States District
 Court for the District of Nevada pursuant to section 157(a) of Title 28 of the United States Code,
 the United States District Court for the District of Nevada.

10 10. "Bankruptcy Court" means the United States Bankruptcy Court for the District of
 11 Nevada, having jurisdiction over the Chapter 11 Case.

12 11. "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as
 13 applicable to the Chapter 11 Case, promulgated under 28 U.S.C. § 2075 and the general, local and
 14 chambers rules of the Bankruptcy Court.

15 12. "Business Day" means any day, other than a Saturday, Sunday or "legal holiday"
 16 (as defined in Bankruptcy Rule 9006(a)).

17 13. "Cash" means the legal tender of the United States of America or the equivalent
 18 thereof.

19 14. "Causes of Action" means all actions, causes of action (including Avoidance
 20 Actions), Claims, liabilities, obligations, rights, suits, debts, damages, judgments, remedies,
 21 demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity
 22 claims, contribution claims or any other claims disputed or undisputed, suspected or unsuspected,
 23 foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law,

equity or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Commencement Date or during the course of the Chapter 11 Case, including through the Effective Date.

15. "Chapter 11 Case" means the chapter 11 case pending for the Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

16. "Claim" means any claim against a Debtor as defined in section 101(5) of the Bankruptcy Code.

17. "Claims Bar Date" means, as applicable, (a) June 9, 2021, as to all non-Governmental entities, (b) the Governmental Bar Date, August 2, 2021, or (c) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for Filing such Claims.

18. "Claims Objection Bar Date" means, for each Claim, the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims.

19. "Claims Register" means the official register of Claims maintained by the Bankruptcy Court.

20. "Class" means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

21. "Commencement Date" means February 3, 2021, the date on which the Debtor commenced the Chapter 11 Case.

22. "Commission" means the U.S. Securities and Exchange Commission.

23. "Confirmation" means the entry of the Confirmation Order on the docket of the Chapter 11 Case, subject to all conditions specified in Article X hereof having been satisfied or waived as provided for in this Plan.

24. "Confirmation Date" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Case, within the meaning of Bankruptcy Rules 5003 and 9021.

25. "Confirmation Hearing" means the hearing held by the Bankruptcy Court on Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

26. "Confirmation Hearing Notice" means that certain Notice of Confirmation Hearing approved by the Disclosure Statement Order.

27. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

28. "Consummation" means the occurrence of the Effective Date.

29. "Creditor" means a Holder of a Claim.

30. "Cure Claim" means a Claim based upon the Debtor's default on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtor under sections 365 or 1123 of the Bankruptcy Code.

31. "Debtor" means Spanish Heights Acquisition Company, LLC, as the debtor in this Chapter 11 Case.

32. "Debtor in Possession" means the Debtor, as debtor in possession in this Chapter 11 Case.

33. "Disclosure Statement" means the Disclosure Statement for Plan of Reorganization of Sunlight Properties, LLC Under Chapter 11 of the Bankruptcy Code, as amended, supplemented or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules and any other applicable law.

34. "Disclosure Statement Motion" means that certain Motion for Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents, filed with the Bankruptcy Court on December 15, 2017, as the Motion may be amended from time to time.

35. "Disclosure Statement Order" means that certain Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents, approved by the Bankruptcy Court on September 1, 2021, as the order may be amended from time to time.

36. "Disputed Claim" means, with respect to any Claim or Equity Interests, any Claim or Equity Interests listed on (a) the Claims Register that is not yet Allowed, or (b) Scheduled as Disputed.

37. "Distribution Agent" means the Debtor or any other distribution agent the Debtor may select.

38. "Distribution Record Date" means the date for determining which Holders of Claims are eligible to receive distributions hereunder and shall be the Voting Deadline or such other date as designated in an order of the Bankruptcy Court.

39. "Effective Date" means the day that is the first Business Day occurring at least 14 days after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article X of this Plan have been satisfied or waived pursuant to the terms of this Plan.

40. "Entity" means an entity as defined in section 101(15) of the Bankruptcy Code.

41. "Equity Interest" means any equity security in the Debtor or membership interest in the Debtor, after any adjustment for any and all post-Petition Date capital calls made by or on behalf of the Debtor.

42. "Estate" means, as to the Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

43. "Exchange Act" means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, or any similar federal, state or local law.

44. "Executory Contract" means a contract to which the Debtor is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

45. "Fee Claim" means a Claim under sections 328, 330(a), 331, 363, 503 or 1103 of the Bankruptcy Code for Accrued Professional Compensation.

46. "File" or "Filed" means file, filed or filing with the Bankruptcy Court or its authorized designee in this Chapter 11 Case.

47. "Final Order" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in the Chapter 11 Case or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, re-argument or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, re-argument or rehearing been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, re-argument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

48. "General Unsecured Claim" means: (i) a Class 6 ("Allowed Unsecured Claims"); and (ii) any unsecured Claim against Debtor that is not: (a) an Administrative Claim, (b) a Priority Tax Claim, (c) a Priority Non-Tax Claim, or (d) a Secured Claim.

49. "GI" means Greene Infuso, LLP.

50. "Governmental Bar Date" means August 2, 2021.

51. "HOA" shall mean the duly organized homeowners associations related to Debtor's Property, which is the Spanish Hills Community Association.

52. "Holder" means an Entity holding a Claim or an Equity Interest.

53. "Impaired" means any Claims in an impaired Class.

54. "Impaired Class" means an impaired Class within the meaning of section 1124 of the Bankruptcy Code.

55. "Initial Distribution Date" means the date that is as soon as practicable after the Effective Date, but no later than thirty (30) days after the Effective Date, when distributions under the Plan shall commence.

56. "New Equity Interests" means the equity in Reorganized Debtor to be authorized, issued or reserved on the Effective Date pursuant to the Plan, which shall constitute all of the direct or indirect equity of the Reorganized Debtor

57. "Periodic Distribution Date" means the first Business Day that is as soon as reasonably practicable occurring no later than approximately 180 days after the Initial Distribution Date, and thereafter, the first Business Day that is as soon as reasonably practicable occurring no later than 180 days after the immediately preceding Periodic Distribution Date.

58. "Person" means a person as defined in section 101(41) of the Bankruptcy Code.

59. "Petition Date" means February 3, 2021, the date on which the Debtor commenced the Chapter 11 Case.

60. "Plan" means this Plan of Reorganization of Debtor Under Chapter 11 of the Bankruptcy Code dated June 2, 2021 as amended, supplemented or modified from time to time, including, without limitation, the Plan Supplement, which is incorporated herein by reference

61. "Plan Supplement" means, collectively, the compilation of documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, modified, replaced and/or supplemented from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules.

62. "Priority Non-Tax Claim" means any Claim accorded priority in right of payment pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

63. "Priority Tax Claim" means any Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

64. "Proof of Claim" means a proof of Claim Filed against the Debtor in the Chapter 11 Case.

65. "Proof of Interest" means proof of Equity Interest filed against the Debtor in the Chapter 11 Case.

66. "Pro Rata" means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

67. "Record Date" means the close of business on August 2, 2021, the date of the Governmental Bar Date.

68. "Reorganized Debtor" means the Debtor after confirmation of the Plan, or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date.

69. "Retained Professional" means any Entity: (a) employed in this Chapter 11 Case pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

70. "Schedules" mean, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs Filed by the Debtor pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

71. "Securities Act" means the United States Securities Act of 1933, as amended.

72. "Solicitation Deadline" means the close of business on September 10, 2021.

73. "Solicitation Package" means the Disclosure Statement, the Plan, all exhibits thereto, Ballots and the Confirmation Hearing Notice.

74. "Tort Claim" means any Claim that has not been settled, compromised or otherwise resolved that: (a) arises out of allegations of personal injury, wrongful death, property damage, products liability or similar legal theories of recovery; or (b) arises under any federal, state or local statute, rule, regulation or ordinance governing, regulating or relating to protection of human health, safety or the environment.

75. "Unexpired Lease" means a lease to which the Debtor is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

76. "Unimpaired" means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

77. "Unimpaired Class" means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

78. "Voting Classes" means Classes 1 through 6.

79. "Voting Deadline" means October 18, 2021 at 5:00 p.m. prevailing Pacific Time for all Holders of Claims, which is the date and time by which all Ballots must be received by the Debtor in accordance with the Disclosure Statement Order, or such other date and time as may be established by the Bankruptcy Court with respect to any Voting Class.

ARTICLE II.

ADMINISTRATIVE AND PRIORITY TAX CLAIMS

A. *Administrative Claims*

Each Holder of an Allowed Administrative Claim shall be paid the full unpaid amount of such Claim in Cash (a) on or as soon as reasonably practicable after the Effective Date, (b) if such Claim is Allowed after the Effective Date, on or as soon as reasonably practicable after the date such Claim is Allowed, or (c) upon such other terms as may be agreed upon by the Debtor or the Reorganized Debtor, as applicable, and such Holder or otherwise upon an order of the Bankruptcy Court; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred by the Debtor in the ordinary course of business during the chapter 11 cases, other than those liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims, shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents related to such transactions, and holders of claims related to such ordinary course liabilities are not required to File or serve any request for payment of such Administrative Claims. Notwithstanding anything to the contrary elsewhere in the plan, all fees required to be paid by 28 U.S.C. § 1930(a)(6) ("UST Fees") will accrue and be timely paid until the case is administratively closed, dismissed, converted to another chapter under the Code, or a final decree closing the case is entered. The claims of the United States Trustee for any fee arrearage shall be paid in full on or before the Effective Date of the Plan. UST Fees shall accrue and become automatically due and payable and are not subject to an allowance process.

1. Bar Date for Administrative Claims

Except as otherwise provided in this Article II hereof, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtor pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than 45 days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims, including, without limitation, Holders of Claims for liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims who assert that such claims constitute Administrative Claims, that do not File and serve such a request by the applicable Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtor or any Reorganized Debtor or their Estates and property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the Reorganized Debtor and the requesting party by the later of (a) 120 days after the

1 Effective Date and (b) 60 days after the Filing of the applicable request for payment of
2 Administrative Claims, if applicable, as the same may be modified or extended from time to time
3 by the Bankruptcy Court and/or on motion of a party in interest approved by the Bankruptcy Court.

3 2. Professional Compensation and Reimbursement Claims

4 Retained Professionals or other Entities asserting a Fee Claim for services rendered before
5 the Confirmation Date must File and serve on the Reorganized Debtor and such other Entities who
6 are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy
7 Court an application for final allowance of such Fee Claim no later than 60 days after the Effective
8 Date; provided that the Reorganized Debtor shall pay Retained Professionals or other Entities in
9 the ordinary course of business for any work performed after the Confirmation Date. Objections to
10 any Fee Claim must be Filed and served on the Reorganized Debtor and the requesting party by 14
11 days after the Filing of the applicable request for payment of the Fee Claim. To the extent necessary,
12 the Confirmation Order shall amend and supersede any previously entered order of the Bankruptcy
13 Court regarding the payment of Fee Claims. Each Holder of an Allowed Fee Claim shall be paid
14 by the Reorganized Debtor in Cash within five (5) Business Days of entry of the order approving
15 such Allowed Fee Claim.

11 B. *Priority Wage/Commission Claims*

12 Priority Wage/Commission claims are unsecured employee wage or sales commissions
13 described by section 507(a)(4) of the Bankruptcy Code, which allows priority treatment, but only
14 to the extent of \$13,650 for each individual or corporation, as the case may be, earned within 180
15 days of the petition date. Unless the Holder of such section 507(a)(4) claim agrees otherwise, such
16 holders with receive payment of their claim amount entitled to priority on the Effective Date of the
17 Plan. The Debtor does not currently owe any priority wage or commission claims.

16 C. *Priority Tax Claims*

17 Each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective
18 Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such
19 Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (2) Cash in
20 an amount agreed to by the Debtor or Reorganized Debtor, as applicable, and such Holder;
21 provided, however, that such parties may further agree for the payment of such Allowed Priority
22 Tax Claim at a later date; or (3) at the option of the Debtor, Cash in an aggregate amount of such
23 Allowed Priority Tax Claim payable in installment payments over a period not more than five years
24 after the Commencement Date, plus simple interest at the rate required by applicable law on any
25 outstanding balance from the Effective Date, or such lesser rate as is agreed to by a particular taxing
26 authority, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed
27 Priority Tax Claim is not due and owing on the Effective Date, such claim shall be paid in full in
28 cash in accordance with the terms of any agreement between the Debtor and such holder, or as may
be due and payable under applicable non-bankruptcy law or in the ordinary course of business. The
Debtor does not have any Priority Tax Claims.

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ARTICLE III.**CLASSIFICATION AND TREATMENT
OF CLASSIFIED CLAIMS AND EQUITY INTERESTS****A. Summary**

1. This Plan constitutes the chapter 11 plan of reorganization for the Debtor. Except for the Claims addressed in Article II above (or as otherwise set forth herein), all Claims against the Debtor are placed into Classes based upon the nature of their rights and interests. Class 9 consists of Equity Interests. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtor has not classified Administrative Claims and Priority Tax Claims, as described in Article II.

2. The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, voting, Confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

3. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

B. Summary of Classification and Treatment of Classes

Class	Claim	Status	Voting Rights
1.	Secured Claim of City National Bank ("CNB")	Impaired	Entitled to Vote
2.	Secured Claim of The Northern Trust Company, successor by merger to Northern Trust Bank, FSB ("NTB")	Impaired	Entitled to Vote
3.	Secured Claim of 5148 Spanish Heights, LLC ("5148 LLC")	Impaired	Entitled to Vote
4.	Secured Claim of Spanish Hills Community Association ("HOA")	Impaired	Entitled to Vote
5.	Disputed Secured Claim of HOA	Impaired	Not Entitled to Vote
6.	Allowed Unsecured Claims	Impaired	Empty Class
7.	Disputed Unsecured Claims	Impaired	Empty Class
8.	Disputed Judgment Lien Claims	Impaired	Not Entitled to Vote
9.	Equity Interests	Impaired	Deemed to Accept

C. Classification and Treatment of Claims and Equity Interests**1. Class 1 - Secured Claim of City National Bank ("CNB")**

(a) *Classification:* Class 1 consists of the Secured Claim of City National Bank ("CNB") which is secured by a first priority deed of trust encumbering Debtor's real property located at 5148 Spanish Heights Drive, Las Vegas NV 89148 (APN 163-29-615-007) ("Property").

1 (b) *Treatment*: The Holder of the Allowed Class 1 Secured Claim shall be treated as
2 follows:

3 (i) Retention of Lien and Continuation of Indebtedness Per Loan Documents -
4 CNB shall retain its first priority deed of trust and all of the loan documents
5 associated therewith ("CNB Loan Documents") shall remain in full force and
6 effect and shall be binding on the Reorganized Debtor post-Confirmation.

7 a. Monthly Billing and Provision of Tax Statements by CNB. Commencing on the first full month after the Effective Date and
8 continuing monthly thereafter, CNB shall issue to Reorganized Debtor monthly billing statements, which statements shall be sent to
9 Reorganized Debtor at the Property in accordance with CNB's customary business practices. At the end of each calendar year after
10 the Effective Date, CNB shall issue to Reorganized Debtor appropriate tax statements indicating the amount of principal and
11 interest paid by Debtor and/or Reorganized Debtor to CNB during the preceding calendar year.

12 b. Further Assurances by Reorganized Debtor. Reorganized Debtor shall execute such documents and take such action as reasonably
13 requested by CNB to effectuate the CNB Loan Documents including without limitation any Change in Terms Agreement to reflect
14 Reorganized Debtor as obligor under the CNB Loan Documents.

15 (ii) Payments

16 a. On or before the Effective Date, Debtor shall pay and provide proof
17 of payment of the following: All delinquent amounts owed to CNB
18 under the CNB Loan Documents, including, but not limited to (i)
19 accrued and unpaid principal, interest and late charges; (ii) any and
20 all advances made by CNB for taxes, HOA dues or other charges
21 related to the Property; (iii) all outstanding real estate taxes, HOA
22 dues or other liens, including liens for trash removal or other charges
23 related to the Property; (iv) CNB's reasonable attorneys' fees and
24 costs incurred in connection with the Property; and (v) any other
25 charges outstanding as of the Confirmation Date;

26 b. On or before the Effective Date, Debtor shall pay to CNB the sum of
27 \$165,182.40 representing nine (9) monthly loan payments due to
28 CNB under the CNB Loan Documents following entry of an Order
confirming this Plan; and,

c. Reorganized Debtor shall cause the payment in full of the entirety of
all amounts due to CNB under the CNB Loan Documents on or
before the ninth (9th) month after entry of an Order confirming this
Plan.

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(c) *Default*

(i) Failure to timely tender any and every payment to CNB as discussed herein, other breach of the terms herein by Debtor and/or Reorganized Debtor, and/or breach of the CNB Loan Documents constitutes a default under the Plan.

(ii) Notice. Upon default as discussed herein, CNB shall be entitled to pursue all rights and remedies under the CNB Loan Documents including without limitation foreclosure on the Property, without further Order of the Bankruptcy Court or relief from the automatic stay under Section 362 of the Bankruptcy Code. CNB shall only be required to issue written notice of default via email to counsel for Reorganized Debtor, James D. Greene, Esq. (jgreene@greeneinfusolaw.com) and to Reorganized Debtor's client representative, Jay Bloom (jbloom@lvem.com), of such default and, if applicable, the amount necessary to cure the default. Debtor and/or Reorganized Debtor shall have ten (10) calendar days from the date of such notice to cure said default.

(iii) Survival. Notwithstanding any other provision to the contrary in this Plan, any Order confirming the Plan, dismissing the case, converting this chapter 11 case to a case under any other chapter of the Bankruptcy Code, appointing a trustee or examiner, and/or amending/altering/modifying this Plan, any other filing in this case including without limitation a filing regarding dismissal or conversion or proposing to amend/alter/modify this Plan, or any other document, CNB's rights and remedies following default as discussed herein shall survive. Moreover, no filing shall impair in any way the security interest, lien, priority claims and/or rights held by CNB under the terms of the CNB Loan Documents. Any reversal, modification, vacatur, or stay of any or all of the provisions of this Plan shall not affect the validity or enforceability of CNB's rights and remedies following default as discussed herein, as well as its claim, lien, security interest, and priority under the CNB Loan Documents.

(d) *Voting:* Class I is an Impaired Class and the Holder of the Class I Claim is entitled to vote to accept or reject the Plan.

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1 2. Class 2 - Secured Claim of Northern Trust Bank ("NTB")

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3 (a) *Classification:* Class 2 consists of the Secured Claim of Northern Trust Bank which is secured by a second priority deed of trust encumbering Debtor's Property.

4 (b) *Treatment:* The Holder of the Allowed Class 2 Secured Claim shall be paid as follows: Northern Trust shall retain its existing second priority deed of trust and all of the loan documents associated therewith ("Northern Trust Loan Documents") shall remain in full force and effect. The Northern Trust claim matured on March 15, 2021 and is currently in default. The unpaid principal balance of the Northern Trust loan is \$586,252.17 and interest accrued through the Petition Date was \$3,931.59; interest, fees, and costs continue to accrue post-petition, Reorganized Debtor shall make one payment of \$31,368.51 on or before the Effective Date representing nine monthly payments of \$3,485.39. The Reorganized Debtor shall not be required to make any other monthly payments to NTB until the expiration of nine months after the Effective Date. Not less than nine months (270 days) after the Effective Date, the Debtor will cause the Northern Trust claim to be paid in full pursuant to the terms of the Northern Trust Loan Documents and including any and all outstanding amounts owing, including, but not limited to, reasonable attorneys' fees and costs. The full payment of the Secured Claim of NTB, including interest, fees, and costs, will be made on or before the end of 9 months (270 days) after the Effective Date by virtue of a capital contribution from SJC Ventures Holding, LLC. The full payment to NTB may take the form of a payoff with a reconveyance of the NTB Deed of Trust or it may take the form of a purchase of the NTB Note by an affiliate of SJC Ventures Holding, LLC. Additionally, on or before the Effective Date, Debtor shall pay and provide proof of payment of the following: All outstanding real estate taxes, insurance premiums, HOA dues, or other liens, including liens for trash removal, or other charges related to the Property. The Debtor will also pay Northern Trust's reasonable attorneys' fees and costs incurred in connection with the Property and this Bankruptcy Case and any other charges outstanding as of the Confirmation Date. In the event Debtor fails to timely make any post-Effective Date payment to Northern Trust as required by this Plan ("Plan Payments") Northern Trust shall give notice of default under the Plan via regular mail and/or e-mail to Debtor and to Debtor's counsel at the notice addresses provided herein ("Plan Default Notice"). The Plan Default Notice shall specify the amount needed to cure the Plan Default and the deadline for curing such Plan Default, which deadline shall be 15 days after the date of the Plan Default Notice.

20 (c) *Voting:* Class 2 is an Impaired Class and the Holder of the Class 2 Claim is entitled to vote to accept or reject the Plan.

22 3. Class 3 – Disputed Secured Claim of CBC Successor 5148 Spanish Heights

23 (a) *Classification:* Class 3 consists of the Secured Claim of 5148 Spanish Heights LLC (as defined above) which is secured by a third priority deed of trust encumbering Debtor's Property.

25 (b) *Treatment:* The holder of the Allowed Class 3 Secured Claim shall have an Allowed Secured Claim in the amount of \$7,000,000 ("Class 3 Claim") as if such Holder had made an election under Bankruptcy Code section 1111(b) to have its Secured Claim treated as fully secured and will be paid as follows:

28 The deed of trust securing the Class 3 Claim shall be deemed to be a valid, properly perfected third priority deed of trust encumbering Debtor's Property at 5148 Spanish Heights Drive,

Las Vegas, Nevada. The Holder of the Class 3 Claim shall retain its lien on the Property until all of Debtor's obligations to the Holder as provided for in this Plan have been satisfied and shall be paid as provided for herein.

The Class 3 Claim shall accrue interest at the rate of 5.5% per annum beginning on the date of entry of the Confirmation Order on the Court's docket, with such accruing interest paid on the first day of January 2022 and continuing monthly thereafter until the Class 3 Claim is paid in full.

Independent of the obligations imposed by Debtor under this Plan, Debtor's managing member, SJC Ventures Holding, LLC (SJC"), shall pay (or cause the payment) of the sum of \$4,000,000 to the Holder of the Class 3 Claim (or its designee) on or before January 5, 2022. Terms relating to SJC's obligations to the Class 3 Claimant are embodied in a separate settlement agreement entered into between SJC and other non-Debtor parties.

Debtor shall pay the full amount of the Class 3 Claim \$3,000,000, plus any accrued and unpaid interest on or before April 5, 2022.

Promptly after entry of the Confirmation Order (and in no event more than three business days thereafter), Debtor shall pay (1) all delinquent sums owed to Clark County for real estate taxes; (2) all sums due to Classes 1 and 2 as Effective Date payments pursuant to the Plan as provided for above; (3) the sum of \$10,000 to the Holder of the Class 4 Claim; and (4) any amounts owed to Republic Services for delinquent amounts relating to trash pick-up services. Debtor shall provide proof of such payments to the Holder of the Class 3 Claim promptly after the payments are made.

Any default under the terms of this paragraph III(C)(3) of the Plan ("Plan Default") shall constitute grounds for the Holder of the Class 3 Claim to commence or continue foreclosure on the Property without further order of the Bankruptcy Court, or notice of the Plan Default to the Debtor or SJC. Upon the occurrence of a Plan Default, the Class 3 Claimant shall be entitled to pursue foreclosure of the Property in accordance with all applicable state law statutory requirements.

c) *Voting:* Class 3 is an Impaired Class and the Holder of the Class 3 Claim is entitled to vote to accept or reject the Plan.

4. Class 4 – Allowed Secured Claim of the HOA

(a) *Classification:* Class 4 consists of the Secured Claim of the HOA which is secured by a statutory lien on Debtor's Property.

(b) *Treatment:* The Holder of the Allowed Class 4 Secured Claim shall be paid as follows: This provision hereby incorporates by reference the terms of that certain Stipulation to Resolve Debtor's Objection to Spanish Hills Community Association's Claim and for Plan Treatment and Order to Resolve Debtor's Objection (ECF Nos. 247 and 253) which provides, in substance, as follows: On or before the Effective Date, Holder shall be paid the sum of \$10,000.00 in full satisfaction of any and all claims against Debtor arising on or before February 3, 2021. Said amount represents a good faith, arms-length compromise of issues raised in Debtor's objection to the Claim of the Class 4 Claimant. After entry of an order Confirming this Plan, Debtor shall cause the dismissal with prejudice of all causes of action in the litigation against Spanish Hills Community Association entitled Spanish Heights Acquisition Company, LLC, et al v. Tywan Davis, et al.,

1 Eighth Judicial District Case No. A-19-804768-C and a pending appeal to the Nevada supreme
 2 Court bearing Nevada Supreme Court Case No. 82971. Promptly after payment of the amount
 3 provided for herein and the dismissals of litigation reference herein, Claimant shall promptly release
 4 its Notice of Delinquent Fines and Special Assessment Lien recorded against Debtor's Property on
 5 March 12, 2020,

6 (c) *Voting:* Class 4 is an Impaired Class and the Holder of the class 4 Claim is entitled
 7 to vote to accept or reject the Plan.

8 5. Class 5 – Disputed Secured Claim of the HOA

9 (a) *Classification:* Class 5 consists of the Secured Claim of the HOA which is allegedly
 10 secured by a lien on Debtor's Property pursuant to a Notice of Delinquent Fines and Special
 11 Assessment Lien recorded by the HOA on March 12, 2020 in book number 20200312-0001249.

12 (b) *Treatment:* The Claim represented by the Class 5 Disputed Secured Claim is
 13 resolved pursuant to the terms of this Plan contained in the treatment of the Class 4 Claim above.

14 (c) *Voting:* Class 5 Claim issues are resolved pursuant to Class 4 of this Plan and the
 15 Class 5 Claim treatment is moot. Class 5 therefore is not entitled to vote for or against the Plan.

16 6. Class 6 – Allowed Unsecured Claims

17 (a) *Classification:* Class 6 consists of Debtor's allowed Unsecured Claims.

18 (b) *Treatment:* The Holder of the Allowed Class 6 Unsecured Claims shall be paid as
 19 follows: Claimants shall receive their pro-rata share of \$10,000.00, with payments made from the
 20 Distribution Account within 90 days after the Effective Date. Such payment shall be in full
 21 satisfaction of each Class 6 Claimants' allowed Claims.

22 (c) *Voting:* Class 6 is an Impaired Class, but has no members and is thus an empty Class
 23 that is therefore deemed eliminated.

24 7. Class 7 – Disputed Unsecured Claims

25 (a) *Classification:* Class 7 consists of Debtor's Disputed Unsecured Claims.

26 (b) *Treatment:* The Holder of the Allowed Class 7 Unsecured Claims shall be paid as
 27 follows: Claimants in Class 7, by definition, are Disputed Claims and shall therefore receive
 28 nothing on account of their alleged Claims unless or until they become Allowed Claims, in which
 case they will be treated as Class 6 Claims.

(c) *Voting:* Class 7 has no members and is thus an empty Class that is therefore deemed
 eliminated.

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1 8. Class 8 – Disputed Judgment Lien Claims

2 (a) *Classification:* Class 8 consists of parties who have filed or recorded judgments
3 rendered against Kenneth Antos, his spouse and/or entities owned or controlled by him and purport
4 to constitute liens on the Property. The Class 8 Claims have been listed by Debtor as Disputed. If
5 any Claims are filed by Class 8 Claimants, Debtor intends to object to such Claims(s). Because the
6 Class 8 Claims are listed as Disputed, if any Holder of such a Claim fails to timely file a Proof of
7 Claim with the Bankruptcy Court, such Holder shall be deemed to have no Claim against the
8 Property or the Estate.

9 (b) *Treatment:* If any Claims in Class 8 become Allowed Claims, such claim(s) shall be
10 reclassified as Class 6 Claims and treated as such. In the event the Disputed judgment liens
11 constitute valid liens against the Property, such claims are unsecured as defined in Bankruptcy Code
12 section 506(a) because the amounts owed to senior creditors in Classes 1, 2 and 3, combined with
13 secured tax and HOA claims exceed the value of the Property.

14 (c) *Voting:* Class 8 has one member, but it is not entitled to vote to accept or reject the
15 Plan because there is a pending objection to its Claim and there has been no estimation of the Claim
16 for purposes of voting pursuant to Bankruptcy Rule 3018.

17 9. Class 9 Equity Interests

18 (a) *Classification:* Class 9 consists of the membership interests of the Debtor.

19 (b) *Treatment:* The Holder of the Allowed Class 9 Interests (SJC Ventures Holding,
20 LLC) will receive nothing on account of its Class 9 interest, but shall retain its membership interest
21 in the reorganized Debtor in return for payment to the Reorganized Debtor the sum of \$325,000.00,
22 which amount shall be the Equity Interest Holder's New Value Contribution. This Plan confirms
23 the post-Petition Date capital structure of Debtor after any and all capital calls and the dilutive
24 effects thereof.

25 (c) *Voting:* Class 9 is deemed to accept the Plan and is not entitled to vote to accept or
26 reject plan.

27 ARTICLE IV.

28 ACCEPTANCE OR REJECTION OF THE PLAN

A. *Presumed Acceptance of Plan*

No Class of Claims or Interests under the Plan are unimpaired, and therefore, no Class is
presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

B. *Voting Classes*

Classes 1 through 8 are Impaired Classes under the Plan and those Classes shall be entitled
to vote to accept or reject the Plan. However, there are no members of Classes 6 and 7 and the only
member of Class 8 is not entitled to vote to accept or reject the Plan for the reasons stated above.

C. *Acceptance by Impaired Classes of Claims*

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

D. *Cramdown*

The Debtor requests Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept the Plan pursuant to section 1126 of the Bankruptcy Code. The Debtor reserves the right to modify the Plan in accordance with Article XIII.B hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

E. *Elimination of Vacant Classes*

Any Class of Claims that is not occupied as of the date of commencement of the Confirmation Hearing by the Holder of an Allowed Claim or a Claim Temporarily Allowed under Bankruptcy Rule 3018 (i.e., no Ballots are cast in a Class entitled to vote on the Plan) shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptances or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code. Classes 6-8 are eliminated pursuant to this provision.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

1. New Value Contribution

The Debtor's sole remaining member after post-petition capital calls, is SJC Ventures Holding, LLC which will make a New Value Contribution of not less than \$350,000.00 and will therefore retain its membership interest in the Reorganized Debtor. The amount of the New Value Contribution will be finally determined promptly after Confirmation and before the Effective Date. Debtor shall file a schedule of amounts to be paid through the New Value Contribution and of post-Confirmation payments promptly after the Confirmation Date. In addition, prior to the Confirmation Hearing, SJC shall fund the sum of \$260,000, representing a partial pre-payment of rent under the Lease described below which funds are for the following purposes: (a) pre-paying nine monthly mortgage payments to CNB and to NTB; (b) providing funds for payment of nine months of real estate taxes; and (c) providing funds for payment of nine months of HOA dues.

2. New Lease of Property

On or before the Effective Date, Debtor shall enter into a new lease of the Property with SJC Ventures Holding Company, LLC at a rental amount of \$45,000.00 per month, which amount shall be sufficient to provide income for Debtor to pay its obligations hereunder post-Confirmation and post-Effective Date, including debt service payments, real estate taxes, HOA dues and maintenance costs.

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1 **3. Payment in Full of NTB Secured Claim**

2 The full payment of the Secured Claim of NTB, including any remaining interest, fees, and
3 costs will be made on or before the end of nine months (270 days) after the Effective Date by virtue
4 of a capital contribution from SJC Ventures Holding, LLC. The payment to NTB may take the
form of a payoff with a reconveyance of the NTB Deed of Trust or it may take the form of a
purchase of the NTB Note by an affiliate of SJC Ventures.

5 **4. General Settlement of Claims**

6 Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, in
7 consideration for the classification, distributions, releases and other benefits provided under the
8 Plan, and as a result of arm's-length negotiations among the Debtor and its creditors, upon the
9 Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement
of all Claims and Equity Interests and controversies including, but not limited to, the dilutive effect
of any and all post-Petition Date capital calls made by or on behalf of the Debtor, which shall be
deemed to be resolved pursuant to the Plan.

10 **5. Corporate Existence**

11 The Debtor shall continue to exist after the Effective Date as the Reorganized Debtor, a
12 Nevada limited liability company, with all the powers of a corporation or limited liability company
13 pursuant to laws of the State of Nevada and pursuant to the certificate of incorporation and bylaws
14 (or other formation documents) in effect prior to the Petition Date, in such a manner as to preserve
15 the Debtor's net operating losses (if any) for Federal tax purposes, except to the extent such
certificate of incorporation or bylaws (or other formation documents) are amended by or in
connection with the Plan or otherwise and, to the extent such documents are amended, such
documents are deemed to be authorized pursuant hereto and without the need for any other
approvals, authorizations, actions or consents.

16 **6. Post-Confirmation Operations**

17 Post-Confirmation, Debtor shall continue operating, maintaining and leasing its Property.
18 Debtor will use the income produced by leasing its Property to make all payments required by this
19 Plan. Following confirmation of the plan, the Reorganized Debtor will file operating reports on the
20 20th day of the month following the end of each calendar quarter until the case is administratively
closed, dismissed, converted to another chapter in the Code, or a final decree closing the case is
entered.

21 **7. Vesting of Assets in the Reorganized Debtor**

22 Except as otherwise provided in the Plan, in any agreement, instrument or other document
23 relating thereto, on or after the Effective Date, all property of the Estate (including, without
24 limitation, Causes of Action) and any property acquired by the Debtor pursuant to the Plan, shall
25 vest in the Reorganized Debtor, free and clear of all liens, Claims, charges or other encumbrances.
26 Except as may be provided in the Plan and any sale all or a portion of the Debtor's Assets, on and
27 after the Effective Date, the Reorganized Debtor may operate their businesses and may use, acquire
28 or dispose of property and compromise or settle any Claims without supervision or approval by the
Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other
than those restrictions expressly imposed by the Plan and the Confirmation Order. Without limiting
the foregoing, the Reorganized Debtor shall pay the charges that they incur after the Effective Date
for Retained Professionals' fees, disbursements, expenses or related support services (including
reasonable fees relating to the preparation of Retained Professional fee applications) without
application to the Bankruptcy Court.

1 **8. Release of Liens, Claims and Equity Interests**

2 Except as provided for in this Plan and in the Settlement Agreement relating to the treatment
3 of the Class 3 Claim, upon payment in full of the Secured Claims of Claimants in Classes 1 through
4 3, said Claimants' deeds of trust shall be released and extinguished. Confirmation of this Plan shall
5 constitute a release of any and all Claims creditors may have had on the Petition Date against the
6 Debtor, or any of its officers, directors, members, managers or professionals (such as attorneys or
7 accountants), including, but not limited to claims based upon documents filed in the case by any
8 creditors or parties in interest.

9 **9. Certificate of Incorporation and Bylaws**

10 The certificates of incorporation and bylaws (or other formation documents relating to
11 limited liability companies) of the Debtor shall be amended as may be required to be consistent
12 with the provisions of the Plan and the Bankruptcy Code or as otherwise required by, and in a form
13 reasonably acceptable to, the Reorganized Debtor. After the Effective Date, the Reorganized Debtor
14 may file a new, or amend and restate its existing, certificate of incorporation, charter and other
15 constituent documents as permitted by the relevant state corporate law.

16 **10. Effectuating Documents; Further Transactions; Exemption from Certain
17 Transfer Taxes**

18 The Debtor or the Reorganized Debtor, as applicable, may take all actions to execute,
19 deliver, file or record such contracts, instruments, releases and other agreements or documents and
20 take such actions as may be necessary or appropriate to effectuate and implement the provisions of
21 the Plan, including, without limitation, the distribution of the securities to be issued pursuant hereto
22 in the name of and on behalf of the Reorganized Debtor, without the need for any approvals,
23 authorizations, actions or consents except for those expressly required pursuant hereto. The
24 secretary and any assistant secretary of the Debtor shall be authorized to certify or attest to any of
25 the foregoing actions.

26 Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to
27 the Plan that would otherwise require approval of the shareholders, directors or members of the
28 Debtor shall be deemed to have been so approved and shall be in effect prior to, on or after the
Effective Date (as appropriate) pursuant to applicable law and without any requirement of further
action by the shareholders, directors, managers or partners of the Debtor, or the need for any
approvals, authorizations, actions or consents.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant
hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the
United States, and the Confirmation Order shall direct the appropriate state or local governmental
officials or agents to forgo the collection of any such tax or governmental assessment and to accept
for filing and recordation instruments or other documents pursuant to such transfers of property
without the payment of any such tax or governmental assessment. Such exemption specifically
applies, without limitation, to all documents necessary to evidence and implement the provisions
of and the distributions to be made under the Plan, including the issuance of New Equity Interests.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASESA. *Assumption and Rejection of Executory Contracts and Unexpired Leases*1. Assumption of Executory Contracts and Unexpired Leases

Except as otherwise set forth herein, each Executory Contract or Unexpired Lease shall be deemed automatically rejected, including Debtor's pre-paid premises lease, together with its two consecutive two year renewal options, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease:

- (a) has been previously rejected by the Debtor by Final Order of the Bankruptcy Court;
- (b) has been rejected by the Debtor by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date;
- (c) is the subject of a motion to reject pending as of the Effective Date;
- (d) is listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement; or
- (e) is otherwise rejected pursuant to the terms herein.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejection pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. The Debtor reserves the right to amend the schedule of Rejected Executory Contracts and Unexpired Leases at any time before the Effective Date.

2. Approval of Rejections

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

3. Rejection of Executory Contracts or Unexpired Leases

All Executory Contracts and Unexpired Leases to which Debtor was a party on the Petition Date are deemed rejected upon Confirmation of this Plan. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

B. *Claims on Account of the Rejection of Executory Contracts or Unexpired Leases*

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against any Debtor

1 or any Reorganized Debtor or their Estates and property, and the Debtor or the Reorganized Debtor
2 and their Estates and property shall be forever discharged from any and all indebtedness and liability
3 with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise
4 provided herein.

5 C. *Contracts and Leases Entered Into After the Commencement Date*

6 Contracts and leases entered into after the Commencement Date by any Debtor, including
7 any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the
8 Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly,
9 such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will
10 survive and remain unaffected by entry of the Confirmation Order.

11 **ARTICLE VII.**

12 **PROVISIONS GOVERNING DISTRIBUTIONS**

13 A. *Distributions for Claims Allowed as of the Effective Date*

14 Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant
15 parties, the Reorganized Debtor shall make initial distributions under the Plan on account of Claims
16 Allowed before the Effective Date on or as soon as practicable after the Initial Distribution Date;
17 provided, however, that payments on account of General Unsecured Claims that become Allowed
18 Claims on or before the Effective Date may commence on the Effective Date.

19 B. *Distributions on Account of Claims Allowed After the Effective Date*

20 1. Payments and Distributions on Disputed Claims

21 Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant
22 parties, distributions under the Plan on account of a Disputed Claim that becomes an Allowed Claim
23 after the Effective Date shall be made on the first Periodic Distribution Date after the Disputed
24 Claim becomes an Allowed Claim.

25 2. Special Rules for Distributions to Holders of Disputed Claims

26 Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by
27 the relevant parties no partial payments and no partial distributions shall be made with respect to a
28 Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved
by settlement or Final Order. In the event that there are Disputed Claims requiring adjudication and
resolution, the Reorganized Debtor shall establish appropriate reserves for potential payment of
such Claims.

C. *Delivery and Distributions and Undeliverable or Unclaimed Distributions*

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party
responsible for making distributions shall instead be authorized and entitled to recognize only those
Holders of Claims listed on the Claims Register as of the close of business on the Distribution
Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record
Date, the Distribution Agent shall make distributions to the transferee only to the extent practical
and, in any event, only if the relevant transfer form contains an unconditional and explicit
certification and waiver of any objection to the transfer by the transferor.

1 2. Delivery of Distributions in General

2 Except as otherwise provided herein, the Debtor or the Reorganized Debtor, as applicable,
3 shall make distributions to Holders of Allowed Claims at the address for each such Holder as
4 indicated on the Debtor's records as of the date of any such distribution; provided, however, that the
5 manner of such distributions shall be determined at the discretion of the Debtor or the Reorganized
6 Debtor, as applicable; and provided further, that the address for each Holder of an Allowed Claim
7 shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

8 3. Distributions by Distribution Agents

9 The Debtor and the Reorganized Debtor, as applicable, shall have the authority, in their sole
10 discretion, to enter into agreements with one or more Distribution Agents to facilitate the
11 distributions required hereunder. As a condition to serving as a Distribution Agent, a Distribution
12 Agent must (a) affirm its obligation to facilitate the prompt distribution of any documents, (b) affirm
13 its obligation to facilitate the prompt distribution of any recoveries or distributions required
14 hereunder and (c) waive any right or ability to setoff, deduct from or assert any lien or encumbrance
15 against the distributions required hereunder that are to be distributed by such Distribution Agent.

16 The Distribution Agents, and their respective agents, employees, officers, directors,
17 professionals, attorneys, accountants, advisors, representatives and principals (collectively, the
18 "Indemnified Parties") shall be indemnified and held harmless by the Debtor and the Reorganized
19 Debtor, to the fullest extent permitted by law for any losses, claims, damages, liabilities and
20 expenses, including, without limitation, reasonable attorneys' fees, disbursements and related
21 expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become
22 subject in connection with any action, suit, proceeding or investigation brought or threatened
23 against one or more of the Indemnified Parties on account of the acts or omissions of the
24 Distribution Agents solely in their capacity as such; provided, however, that the Debtor and the
25 Reorganized Debtor shall not be liable to indemnify any Indemnified Party for any act or omission
26 constituting gross negligence, fraud or reckless, intentional or willful misconduct. The foregoing
27 indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified
28 Party from the capacity for which they are indemnified.

 4. Minimum Distributions

 Notwithstanding anything herein to the contrary, the Reorganized Debtor shall not be
 required to make distributions or payments of less than \$10.00 (whether Cash or otherwise) and
 shall not be required to make partial distributions or payments of fractions of dollars. Whenever
 any payment or distribution of a fraction of a dollar or share of New Equity Interests under the Plan
 would otherwise be called for, the actual payment or distribution will reflect a rounding of such
 fraction to the nearest whole dollar or share of New Membership Interests (up or down), with half
 dollars and half shares of New Equity Interests or less being rounded down.

 No Distribution Agent shall have any obligation to make a distribution on account of an
 Allowed Claim if: (a) the aggregate amount of all distributions authorized to be made on the
 Periodic Distribution Date in question is or has an economic value less than \$1,000.00, unless such
 distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an
 Allowed Claim on such Periodic Distribution Date does not constitute a final distribution to such
 Holder and is or has an economic value less than \$10.00, which shall be treated as an undeliverable
 distribution under Article VII.C.5 below.

1 5. Undeliverable Distributions

2 (a) Holding of Certain Undeliverable Distributions

3 If any distribution to a Holder of an Allowed Claim made in accordance herewith is returned
4 to the Reorganized Debtor (or its Distribution Agent) as undeliverable, no further distributions shall
5 be made to such Holder unless and until the Reorganized Debtor (or their Distribution Agent) are
6 notified in writing of such Holder's then current address, at which time all currently and due missed
7 distributions shall be made to such Holder on the next Periodic Distribution Date. Undeliverable
distributions shall remain in the possession of the Reorganized Debtor, subject to Article VII.C.5(b)
hereof, until such time as any such distributions become deliverable. Undeliverable distributions
shall not be entitled to any additional interest, dividends or other accruals of any kind on account
of their distribution being undeliverable.

8 (b) Failure to Claim Undeliverable Distributions

9 No later than 210 days after the Effective Date, the Reorganized Debtor shall File with the
10 Bankruptcy Court a list of the Holders of undeliverable distributions. This list shall be maintained
11 and updated periodically in the sole discretion of the Reorganized Debtor for as long as the Chapter
12 11 Case stays open. Any Holder of an Allowed Claim, irrespective of when a Claim becomes an
13 Allowed Claim, that does not notify the Reorganized Debtor of such Holder's then current address
14 in accordance herewith within the latest of (i) one year after the Effective Date, (ii) 60 days after
15 the attempted delivery of the undeliverable distribution and (iii) 180 days after the date such Claim
16 becomes an Allowed Claim shall have its Claim for such undeliverable distribution discharged and
shall be forever barred, estopped and enjoined from asserting any such Claim against the
Reorganized Debtor or their property. In such cases, (i) any Cash held for distribution on account
of Allowed Claims shall be redistributed to Holders of Allowed Claims in the applicable Class on
the next Periodic Distribution Date and (ii) any Cash held for distribution to other creditors shall be
deemed unclaimed property under section 347(b) of the Bankruptcy Code and become property of
the Reorganized Debtor, free of any Claims of such Holder with respect thereto. Nothing contained
herein shall require the Reorganized Debtor to attempt to locate any Holder of an Allowed Claim.

17 (c) Failure to Present Checks

18 Checks issued by the Distribution Agent on account of Allowed Claims shall be null and
19 void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that
20 all Holders of Allowed Claims receive their allocated distributions, no later than 180 days after the
21 issuance of such checks, the Reorganized Debtor shall File with the Bankruptcy Court a list of the
22 Holders of any un-negotiated checks. This list shall be maintained and updated periodically in the
23 sole discretion of the Reorganized Debtor for as long as the Chapter 11 Case remains open. Requests
24 for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the
25 relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an
Allowed Claim holding an un-negotiated check that does not request reissuance of such un-
negotiated check within 240 days after the date of mailing or other delivery of such check shall
have its Claim for such un-negotiated check discharged and be discharged and forever barred,
estopped and enjoined from asserting any such Claim against the Reorganized Debtor or its
property. In such cases, any Cash held for payment on account of such Claims shall be property of
the Reorganized Debtor, free of any Claims of such Holder with respect thereto. Nothing contained
herein shall require the Reorganized Debtor to attempt to locate any Holder of an Allowed Claim.

26 D. *Compliance with Tax Requirements/Allocations*

27 In connection with the Plan, to the extent applicable, the Reorganized Debtor shall comply
28 with all tax withholding and reporting requirements imposed on them by any governmental unit,
and all distributions pursuant hereto shall be subject to such withholding and reporting
requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtor

1 and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply
2 with such withholding and reporting requirements, including liquidating a portion of the
3 distribution to be made under the Plan to generate sufficient funds to pay applicable withholding
4 taxes, withholding distributions pending receipt of information necessary to facilitate such
distributions or establishing any other mechanisms they believe are reasonable and appropriate. The
Reorganized Debtor reserves the right to allocate all distributions made under the Plan in
compliance with all applicable liens and encumbrances.

5 For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be
6 allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid
interest that accrued on such Claims.

7 E. *Timing and Calculation of Amounts to Be Distributed*

8 On the Initial Distribution Date (or if a Claim is not an Allowed Claim on the Effective
9 Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable
10 thereafter), each Holder of an Allowed Claim against the Debtor shall receive the full amount of
the distributions that the Plan provides for Allowed Claims in the applicable Class. Except as
11 otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals
on the distributions provided for herein, regardless of whether such distributions are delivered on
or at any time after the Effective Date.

12 F. *Setoffs*

13 The Debtor and the Reorganized Debtor may withhold (but not setoff except as set forth
14 below) from the distributions called for hereunder on account of any Allowed Claim an amount
equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtor or
the Reorganized Debtor may hold against the Holder of any such Allowed Claim. In the event that
15 any such claims, equity interests, rights and Causes of Action of any nature that the Debtor or the
Reorganized Debtor may hold against the Holder of any such Allowed Claim are adjudicated by
16 Final Order or otherwise resolved, the Debtor may, pursuant to section 553 of the Bankruptcy Code
or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be
17 made pursuant hereto on account of such Allowed Claim (before any distribution is made on
account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests,
18 rights and Causes of Action of any nature that the Debtor or the Reorganized Debtor may hold
against the Holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved
19 amount. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall
constitute a waiver or release by the Debtor or the Reorganized Debtor of any such claims, equity
20 interests, rights and Causes of Action that the Debtor or the Reorganized Debtor may possess
against any such Holder, except as specifically provided herein.

21 **ARTICLE VIII.**

22 **PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED**
23 **CLAIMS**

24 A. *Resolution of Disputed Claims*

25 1. Allowance of Claims

26 After the Effective Date, the Reorganized Debtor shall have and shall retain any and all
27 rights and defenses that the Debtor had with respect to any Claim, except with respect to any Claim
deemed Allowed under the Plan. Except as expressly provided in the Plan or in any order entered
28 in the Chapter 11 Case prior to the Effective Date (including, without limitation, the Confirmation
Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed

1 under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order,
2 including, without limitation, the Confirmation Order, in the Chapter 11 Case allowing such Claim.
3 All settled claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy
4 Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding on all parties.

5 2. Prosecution of Objections to Claims

6 After the Confirmation Date the Debtor or the Reorganized Debtor, as applicable, shall have
7 the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to
8 judgment objections to any and all Claims, regardless of whether such Claims are in a Class or
9 otherwise; provided, however, this provision shall not apply to Fee Claims. From and after the
10 Effective Date, the Reorganized Debtor may settle or compromise any Disputed Claim without any
11 further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtor
12 shall have the sole authority to administer and adjust the Claims Register to reflect any such
13 settlements or compromises without any further notice to or action, order or approval of the
14 Bankruptcy Court.

15 3. Claims Estimation

16 After the Confirmation Date the Debtor or the Reorganized Debtor, as applicable, may, at
17 any time, request that the Bankruptcy Court estimate (a) any Disputed Claim pursuant to applicable
18 law and (b) any contingent or unliquidated Claim pursuant to applicable law, including, without
19 limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtor or the
20 Reorganized Debtor has previously objected to such Claim or whether the Bankruptcy Court has
21 ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§
22 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including
23 during the litigation concerning any objection to any Claim or during the pendency of any appeal
24 relating to any such objection. Notwithstanding any provision otherwise in the Plan, a Claim that
25 has been expunged from the Claims Register but that is subject to appeal or has not been the subject
26 of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the
27 Bankruptcy Court. All of the aforementioned Claims and objection, estimation and resolution
28 procedures are cumulative and not exclusive of one another. Claims may be estimated and
subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the
Bankruptcy Court.

4. Expungement or Adjustment to Claims Without Objection

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims
Register by the Reorganized Debtor, and any Claim that has been amended may be adjusted thereon
by the Reorganized Debtor, in both cases without a claims objection having to be Filed and without
any further notice to or action, order or approval of the Bankruptcy Court.

5. Deadline to File Objections to Claims

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

B. Disallowance of Claims

All Claims of any Entity from which property is sought by the Debtor or the Reorganized
Debtor under section 542, 543, 550 or 553 of the Bankruptcy Code or that the Debtor or the
Reorganized Debtor allege is a transferee of a transfer that is avoidable under section 522(0, 522(h),
544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be disallowed if (i) the Entity, on
the one hand, and the Debtor or the Reorganized Debtor, on the other hand, agree or the Bankruptcy
Court has determined by Final Order that such Entity or transferee is liable to turnover any property
or monies under any of the aforementioned sections of the Bankruptcy Code and (ii) such Entity or

transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM AND PROOFS OF INTEREST FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS AND EQUITY INTERESTS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS AND EQUITY INTERESTS, UNLESS SUCH LATE PROOF OF CLAIM OR EQUITY INTEREST IS DEEMED TIMELY FILED BY A BANKRUPTCY COURT ORDER ON OR BEFORE THE LATER OF (1) THE CONFIRMATION HEARING AND (2) 45 DAYS AFTER THE APPLICABLE CLAIMS BAR DATE.

C. Amendments to Claims

On or after the Effective Date, except as otherwise provided herein, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtor, and, to the extent such prior authorization is not received, any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

ARTICLE IX.

**CONDITIONS PRECEDENT TO CONFIRMATION
AND CONSUMMATION OF THE PLAN**

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation hereof that all provisions, terms and conditions hereof are approved in the Confirmation Order.

B. Conditions Precedent to Consummation

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX hereof.

1. The Plan and All Plan Supplement Documents, Including Any Amendments, Modifications Or Supplements Thereto, Shall Be Reasonably Acceptable To The Debtor.

2. The Confirmation Order Shall Have Been Entered And Become A Final Order In A Form And In Substance Reasonably Satisfactory To The Debtor. The Confirmation Order Shall Provide That, Among Other Things, The Debtor Or The Reorganized Debtor, As Appropriate, Is Authorized And Directed To Take All Actions Necessary Or Appropriate To Consummate The Plan, Including, Without Limitation, Entering Into, Implementing And Consummating The Contracts, Instruments, Releases, Leases, Indentures And Other Agreements Or Documents Created In Connection With Or Described In The Plan.

3. All Actions, Documents, Certificates And Agreements Necessary To Implement This Plan Shall Have Been Effected Or Executed And Delivered To The Required Parties And, To The Extent Required, Filed With The Applicable Governmental Units In Accordance With Applicable Laws.

1 C. *Waiver of Conditions*

2 The conditions to Confirmation of the Plan and to Consummation of the Plan set forth in
3 this Article IX may be waived by the Debtor without notice, leave or order of the Bankruptcy Court
or any formal action other than proceeding to confirm or consummate the Plan.

4 D. *Effect of Non Occurrence of Conditions to Consummation*

5 If the Consummation of the Plan does not occur, the Plan shall be null and void in all
6 respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver
or release of any claims by or Claims against or Equity Interests in the Debtor; (2) prejudice in any
7 manner the rights of the Debtor, any Holders or any other Entity; or (3) constitute an admission,
acknowledgment, offer or undertaking by the Debtor, any Holders or any other Entity in any
8 respect.

9 **ARTICLE X.**

10 **SETTLEMENT, RELEASE AND RELATED PROVISIONS**

11 A. *Compromise and Settlement*

12 Notwithstanding anything contained herein to the contrary, the allowance, classification and
treatment of all Allowed Claims and their respective distributions and treatments hereunder, takes
13 into account the relative priority and rights of the Claims and the Equity Interests in each Class in
connection with any contractual, legal and equitable subordination rights relating thereto whether
14 arising under general principles of equitable subordination, section 510(b) and (c) of the Bankruptcy
Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable
15 subordination rights, whether arising under general principles of equitable subordination, section
510(b) and (c) of the Bankruptcy Code or otherwise, relating to the allowance, classification and
16 treatment of all Allowed Claims and their respective distributions and treatments hereunder are
settled, compromised, terminated and released pursuant hereto.

17 The Confirmation Order will constitute the Bankruptcy Court's finding and determination
that the settlements reflected in the Plan are (1) in the best interests of the Debtor, its estate and all
18 Holders of Claims and Equity Interests, (2) fair, equitable and reasonable, (3) made in good faith
and (4) approved by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code and
19 Bankruptcy Rule 9019. The Confirmation Order shall approve the releases by each Entity and all
Entities, in addition to each Creditor having a Claim affected by Confirmation of the Plan of all
20 such contractual, legal and equitable subordination rights or any and all causes of action as being
fully satisfied, compromised and settled pursuant hereto, including claims such parties may hold
21 against the Debtor, its manager, member(s), subsidiaries or affiliates.

22 In accordance with the provisions of this Plan, including Article VIII hereof, and pursuant
to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or
23 action, order or approval of the Bankruptcy Court, after the Effective Date (1) the Reorganized
Debtor may, in its sole and absolute discretion, compromise and settle Claims against them, (2) the
24 Reorganized Debtor may, in its sole and absolute discretion, compromise and settle Causes of
Action against other Entities, and (3) the Reorganized Debtor may, in its sole and absolute
25 discretion, sell its properties.

B. Preservation of Rights of Action

1. Maintenance of Causes of Action

Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Reorganized Debtor shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action, whether existing as of the Commencement Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Case.

2. Preservation of All Causes of Action Not Expressly Settled or Released

Unless a claim or Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including, without limitation, the Confirmation Order), the Debtor expressly reserves such claim or Cause of Action for later adjudication by the Debtor or the Reorganized Debtor (including, without limitation, claims and Causes of Action not specifically identified or of which the Debtor may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtor at this time or facts or circumstances that may change or be different from those the Debtor now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such claims or Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtor and the Reorganized Debtor expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtor is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

ARTICLE XI.

BINDING NATURE OF PLAN

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTOR TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES, OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Case and all Entities with respect to all matters related to the Chapter 11 Case, the Debtor and the Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any claim;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Confirmation Date;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor or Reorganized Debtor may be liable and to adjudicate and, if necessary, liquidate, any claims arising therefrom, including, without limitation, those matters related to any amendment to the Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed;

4. resolve any issues related to any matters adjudicated in the Chapter 11 Case;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving a Debtor that may be pending on the Effective Date or instituted by the Reorganized Debtor after the effective date, provided that the Reorganized Debtor shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, except as otherwise provided in the Plan;

11. enforce all provisions of the Plan.

12. enter and implement such orders or take such others actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

13. resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement;

14. enter an order concluding the Chapter 11 Case; and

15. awarding attorneys' fees in accordance with the terms of the Plan, including an award of attorneys' fees to the Reorganized Debtor for any legal actions filed to enforce the terms of the Plan..

ARTICLE XIII.MISCELLANEOUS PROVISIONSA. *Payment of Statutory Fees*

All fees payable pursuant to section 1930 of title 28 of the United States Code ("UST Fees") due on the Effective Date shall be paid in full on the Effective Date and all such fees accruing after the Effective Date shall be paid as they come due and prior to the closing of the Chapter 11 Case when due.

B. *Modification of Plan*

Effective as of the date hereof and subject to the limitations and rights contained in the Plan: (a) the Debtor reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtor or the Reorganized Debtor, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

C. *Revocation of Plan*

The Debtor reserves the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent chapter 11 plans. If the Debtor revokes or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtor or any other Entity.

D. *Successors and Assigns*

The rights, benefits and obligations of any Entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

E. *Reservation of Rights*

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by a Debtor or any other Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) any Debtor with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

F. *Section 1146 Exemption*

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept

1 for filing and recordation instruments or other documents pursuant to such transfers of property
2 without the payment of any such tax or governmental assessment. Such exemption specifically
3 applies, without limitation, to all documents necessary to evidence and implement the provisions
4 of and the distributions to be made under the Plan.

5 G. *Further Assurances*

6 The Debtor or the Reorganized Debtor, as applicable, all Holders of Claims receiving
7 distributions hereunder and all other Entities shall, from time to time, prepare, execute and deliver
8 any agreements or documents and take any other actions as may be necessary or advisable to
9 effectuate the provisions and intent of the Plan or the Confirmation Order.

10 H. *Severability*

11 If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court
12 to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret
13 such term or provision to make it valid or enforceable to the maximum extent practicable, consistent
14 with the original purpose of the term or provision held to be invalid, void or unenforceable, and
15 such term or provision then will be applicable as altered or interpreted, provided that the Debtor,
16 the Reorganized Debtor or any affected Entity (as applicable) may seek an expedited hearing before
17 the Bankruptcy Court to address any objection to any such alteration or interpretation of the
18 foregoing. Notwithstanding any such order by the Bankruptcy Court, alteration or interpretation,
19 the remainder of the terms and provisions of the Plan shall remain in full force and effect. The
20 Confirmation Order shall constitute a judicial determination and shall provide that each term and
21 provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing,
22 is valid and enforceable pursuant to its terms.

23 I. *Service of Documents*

24 Unless otherwise provided for herein, any pleading, notice or other document required by
25 the Plan to be served on or delivered to the Debtor shall be sent by overnight mail and e-mail as
26 follows: James D. Greene, Esq., Greene Infuso, LLP, 3030 South Jones Blvd., Suite 101, Las
27 Vegas, NV 89146, jgreene@greeneinfusolaw.com.

28 J. *Return of Security Deposits*

Unless the Debtor has agreed otherwise in a written agreement or stipulation approved by
the Bankruptcy Court, all security deposits provided by the Debtor to any Person or Entity at any
time after the Commencement Date shall be returned to the Reorganized Debtor within twenty (20)
days after the Effective Date, without deduction or offset of any kind.

K. *Filing of Additional Documents*

On or before the Effective Date, the Debtor may File with the Bankruptcy Court all
agreements and other documents that may be necessary or appropriate to effectuate and further
evidence the terms and conditions hereof.

L. *Default*

Upon the Effective Date of the Plan, in the event the Debtor fails to timely perform any of
the obligations set forth in the Plan, the applicable creditor or party-in-interest shall notify the
Debtor and Debtor's counsel of the default in writing in accordance with the notice provisions
herein, after which the Debtor shall have: (i) thirty (30) calendar days from the date of the written
notification to cure the default; or (ii) if the cure requires more than thirty (30) days, so long as the
Debtor initiates steps to cure the default within thirty (30) days and thereafter continues and
completes all reasonable and necessary steps sufficient to produce compliance as soon as

1 reasonably practical. If the Debtor fails to timely cure the default as provided above, the applicable
2 creditor shall be free to pursue any and all rights it may have under the contract(s) between the
parties and/or applicable state law, without further court order or proceeding being necessary.

3 M. *Attorneys' Fees*

4 In the event any party is required to enforce the terms of the Plan or any other act required
5 or contemplated by the Plan, the prevailing party in any motion or action to enforce shall be entitled
6 to recover reasonable attorneys' fees, as well as court costs and expenses, incurred in connection with
such motion or legal action.

7 Dated: November 19, 2021

8 Respectfully submitted,

9 **Spanish Heights Acquisition Company, LLC**

10 /s/ Jay Bloom

11 By: Its Sole Manager, SJC Ventures
12 Holding Company, LLC

GREENE INFUSO, LLP
3030 South Jones Blvd., Suite 101
Las Vegas, Nevada 89146
(702) 570-6000

EXHIBIT “K”

APN: 163-29-615-007

RETURN TO/TRUSTEE CONTACT INFO:

Nevada Trust Deed Services
10161 Park Run Drive, Suite 150
Las Vegas, NV 89145
(702)733-9900

Inst #: 20220111-0000672
Fees: \$42.00
01/11/2022 08:51:02 AM
Receipt #: 4848219
Requestor:
Nevada Trust Deed Service
Recorded By: OSA Pgs: 2
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

NOTICE OF TRUSTEE'S SALE

FILE NO 20-09-008-FCL
DATED: January 7, 2022

On February 1, 2022 at 09:30 AM, Nevada Trust Deed Services, as duly appointed or substituted Trustee under and pursuant to the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated December 17, 2014 recorded as Instrument No. 20141229-0002856, and as modified or amended, if applicable, in the Office of the County Recorder of CLARK County, Nevada executed by Kenneth M. Antos and Sheila M. Neumann-Antos, Trustees of the Kenneth and Sheila Antos Living Trust dated April 26, 2007, and any amendments thereto in favor of 5148 Spanish Heights, LLC, a Nevada limited liability company as current beneficiary by reason of now continuing default in the payment or performance of obligations secured by said Deed of Trust, including the Notice of Breach and Election to Sell Under Deed of Trust which was recorded in the Office of the County Recorder of CLARK County, Nevada, by the beneficiary and the undersigned more than three months prior to the date thereof, WILL CAUSE TO BE SOLD AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at the time of sale in lawful money of the United States of America) at the front entrance to Nevada Legal News, 930 S. Fourth Street, Las Vegas, NV 89101, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as:

Lot Seven (7) in Block Five (5) of Spanish Hills Estates Unit 5A, as shown by map thereof on file in Book 107, of Plats, Page 58, in the Office of the County Recorder of Clark County, Nevada.

Together with any and all improvements, personal property and fixtures located thereon or otherwise described in the Deed of Trust and in any other instruments in favor of the Beneficiary, and all singular tenements, hereditaments and appurtenances thereunto belonging or appertaining, rents, issues and profits thereof.

Commonly known as: 5148 Spanish Heights Dr, Las Vegas, NV 89148, APN: 163-29-615-007

If a street address or common designation of property is shown, no warranty is given as to its completeness or correctness.

Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal balance of the obligations secured by said Deed of Trust, to wit: \$2,935,001.14 together with interest, fees, premiums and charges thereon, as provided in said Secured Promissory Note and related loan documents, advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of Trustee and of the Trusts created by said Deed of Trust.

NEVADA TRUST DEED SERVICES

By: Michele Dobar
Michele Dobar, Foreclosure Officer

Published in Nevada Legal News on the following dates:
January 11, 2022, January 18, 2022, January 25, 2022

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on January 7, 2022 by Michele Dobar, as Foreclosure Officer of Nevada Trust Deed Services.

Signature Christine Miranda
(Notary Public)



Christine Miranda
No. 01-68745-1
Exp. Feb. 1, 2023

EXHIBIT “L”

APN: 163-29-615-007

RETURN TO/TRUSTEE CONTACT INFO:

Nevada Trust Deed Services
10161 Park Run Drive, Suite 150
Las Vegas, NV 89145
(702)733-9900

Inst #: 20201215-0000746

Fees: \$42.00

12/15/2020 08:31:08 AM

Receipt #: 4326307

Requestor:

Nevada Trust Deed Service

Recorded By: SCHIABLE Pgs: 2

Debbie Conway

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

NOTICE OF TRUSTEE'S SALE

FILE NO 20-09-008-FCL

DATED: December 11, 2020

On January 5, 2021 at 09:30 AM, Nevada Trust Deed Services, as duly appointed or substituted Trustee under and pursuant to the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated December 17, 2014 recorded as Instrument No. 20141229-0002856, and as modified or amended, if applicable, in the Office of the County Recorder of CLARK County, Nevada executed by Kenneth M. Antos and Sheila M. Neumann-Antos, Trustees of the Kenneth and Sheila Antos Living Trust dated April 26, 2007, and any amendments thereto in favor of 5148 Spanish Heights, LLC, a Nevada limited liability company as current beneficiary by reason of now continuing default in the payment or performance of obligations secured by said Deed of Trust, including the Notice of Breach and Election to Sell Under Deed of Trust which was recorded in the Office of the County Recorder of CLARK County, Nevada, by the beneficiary and the undersigned more than three months prior to the date thereof, WILL CAUSE TO BE SOLD AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at the time of sale in lawful money of the United States of America) at the front entrance to Nevada Legal News, 930 S. Fourth Street, Las Vegas, NV 89101, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as:

Lot Seven (7) in Block Five (5) of Spanish Hills Estates Unit 5A, as shown by map thereof on file in Book 107, of Plats, Page 58, in the Office of the County Recorder of Clark County, Nevada.

Together with any and all improvements, personal property and fixtures located thereon or otherwise described in the Deed of Trust and in any other instruments in favor of the Beneficiary, and all singular tenements, hereditaments and appurtenances thereunto belonging or appertaining, rents, issues and profits thereof.

Commonly known as: 5148 Spanish Heights Dr, Las Vegas, NV 89148, APN: 163-29-615-007

If a street address or common designation of property is shown, no warranty is given as to its completeness or correctness.

Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal balance of the obligations secured by said Deed of Trust, to wit: \$2,935,001.14 together with interest, fees, premiums and charges thereon, as provided in said Secured Promissory Note and related loan documents, advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of Trustee and of the Trusts created by said Deed of Trust.

**5148SH 003998
PA0828**

NEVADA TRUST DEED SERVICES

By: Michele Dobar
Michele Dobar, Foreclosure Officer

Published in Nevada Legal News on the following dates:
December 15, 2020, December 22, 2020, December 29, 2020

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on December 11, 2020 by Michele Dobar, as Foreclosure Officer of Nevada Trust Deed Services.

Signature Tanya Chau
(Notary Public)

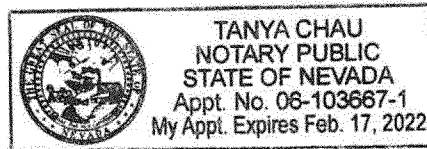
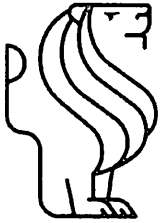


EXHIBIT “M”



20-09-008-ECL

January 7, 2021

Via Certified Mail – Return Receipt Requested
7021 2720 0000 5243 3392

Nevada Legal News
930 S. Fourth St. #100
Las Vegas, Nevada 89101

Re: *Spanish Heights Acquisition Company, LLC, et al. v. CBC Partners I, LLC, et al.*
Case No. A-20-813439-B

Dear Sir/Madam:

This law firm represents Spanish Heights Acquisitions Company, LLC, the owner of the real property located at 5148 Spanish Heights Dr., Las Vegas, NV 89148, with APN 163-29-615-007 (the "Property").

It has come to our attention that 5148 Spanish Heights, LLC may attempt to use your services to conduct a non-judicial foreclosure sale of the Property. Please be advised that this issue is the subject of pending litigation, and at no point has 5148 Spanish Heights, LLC ever recorded a Notice of Default, let alone a Notice of Sale, through the Clark County Recorder's Office, both of which would be statutory prerequisites to conducting a non-judicial foreclosure sale under NRS 107.

Although CBC Partners I, LLC has issued a Notice of Default, it did so after it admittedly no longer possessed the underlying Note, and after CBC Partners I, LLC had relinquished all claimed interest in the Property. See enclosed 7/2/2020 Notice of Default. There is therefore no valid Notice of Default that has ever been issued by 5148 Spanish Heights, LLC, the entity threatening foreclosure proceedings.

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**MAIER
GUTIERREZ
& ASSOCIATES**

8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900
Fax: 702.629.7925
www.mgalaw.com
PA0831



Please be advised that if Nevada Legal News proceeds with an improper foreclosure sale without the proper statutory recordings taking place, it will be complicit in a wrongful foreclosure and can expect to be a named defendant together with 5148 Spanish Heights, LLC for non-compliance with NRS 107.

Thank you for your attention to this matter.

Sincerely,

MAIER GUTIERREZ & ASSOCIATES



Joseph A. Gutierrez, Esq.

JAG/bml
Encl.: As stated.

MUSHKIN & COPPEDGE

Michael R. Mushkin, Esq.
L. Joe Coppedge, Esq.
Mark C. Hafer, Esq.*

*of counsel

6070 South Eastern Avenue
Suite 270
Las Vegas, Nevada 89119

Telephone 702.454.3333
Facsimile 702.386.4979

July 2, 2020

Via Certified Mail
& USPS

Jay Bloom, Manager
Spanish Heights Acquisition Company, LLC
c/o Maier Gutierrez & Associates
8816 Spanish Ridge Avenue
Las Vegas, NV 89148

Via Certified Mail
& USPS

Jay Bloom, Manager
SJC Ventures, LLC
c/o Maier Gutierrez & Associates
8816 Spanish Ridge Avenue
Las Vegas, NV 89148

Via Certified Mail
& USPS

Kenneth & Sheila Antos Living Trust
4968 Mountain Foliage Drive
Las Vegas, NV 89148-1429

Reference: Clark County Nevada APN 163-29-615-007
5148 Spanish Heights Drive

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. YOUR LOAN IS NOW DUE AND PAYABLE; AND REMAINS UNPAID AS OF THE ABOVE DATE.

Dear Borrower:

READ THIS LETTER CAREFULLY. Your loan with CBC Partners I, LLC is in default. Because of this, CBC Partners I, LLC, at its option, without further demand, may evoke the power of sale and any other remedies permitted by Nevada Law.

This is your notice your default. It has been established that the beneficiary and/or mortgage servicer of the deed of trust may cause a trustee to exercise the power of sale pursuant to NRS 107.080, commence a civil action for the recovery of any debt, or to enforce any right under a mortgage loan that is not barred by NRS. 40.430.

You are in default by failing to make the final balloon payment on March 31, 2020. Failure to cure the default may result the sale of said property.

The undersigned, as attorney for the Beneficiary for the above referenced loan, does

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July 2, 2020

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Re: APN: 163-29-615-007

hereby notify you that a Notice of Default and Election to sell will be recorded on the referenced property due to non-payment.

As a borrower, you have a right to discuss foreclosure prevention alternatives and subject to qualification criteria.

The following information is required to be provided to you under Nevada statute:

1. The amount of the payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of this statement:

2. The amount in default: \$5,578,459.15

3. The current unpaid principal amount of the obligation or debt secured by the deed of trust: \$2,935,001.14

4. The amount of accrued interest and late charges: \$1,315,105.24

5. The amount in advances paid on your behalf: \$1,326,744.55

6. Interest accrual (at 20% pursuant to the Forbearance Agreement dated September 27, 2017) in the amount of \$1,608.22 per day from April 1, 2020 until paid in full.

7. A good faith estimate of all fees imposed in connection with the exercise of the power of sale is between \$9,000.00 and \$25,000.00, an amount that will be added in and which you may ultimately be responsible for.

8. Contact information and telephone number for obtaining the most current amounts due:

Michael R. Mushkin
6070 S. Eastern Avenue, Suite 270
Las Vegas, NV 89119
Telephone: (702) 454-3333

To discuss the matter with a housing counseling agency approved by the United States Department of Housing and Urban Development, here is their telephone number in order to find such a housing counseling agency: 1-888-995-HOPE (4673). Additional contact information of one or more Counseling Agencies or Programs approved by the United States Department of Housing:

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July 2, 2020

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Re: APN: 163-29-615-007

1. Community Services of Nevada
730 W. Cheyenne Avenue #10
North Las Vegas, Nevada 89030
702-307-1710
2. Financial Guidance Center
2650 S. Jones Blvd.
Las Vegas, Nevada 89146
702-364-0344

If you are a service member or a dependent of a service member, you may be entitled to certain protections under the federal Service members Civil Relief Act 50 U.S.C. Appx. 501 et seq., regarding the service member's interest rate and the risk of foreclosure, and counseling for covered service members that is available from Military OneSource and the United States Armed Forces Legal Assistance or any other similar agency. The telephone number for Military OneSource is 1-800-342-9647

As a borrower, you may request:

1. A copy of your note and forbearance agreements
2. A copy of the recorded deed of trust
3. A copy of the recorded assignment, if applicable

Should you have any questions, or need further assistance from our office, please do not hesitate to contact the undersigned.

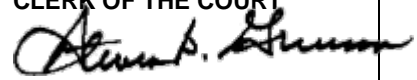
Sincerely,

Michael R. Mushkin

Michael R. Mushkin, Esq.

MRM:klf

PA0835



APP/MOT

JOSEPH A. GUTIERREZ, ESQ.

Nevada Bar No. 9046

DANIELLE J. BARRAZA, ESQ.

Nevada Bar No. 13822

MAIER GUTIERREZ & ASSOCIATES

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Telephone: 702.629.7900

Facsimile: 702.629.7925

E-mail: jag@mgalaw.com

djb@mgalaw.com

Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada Limited Liability
Company; SJC VENTURES HOLDING
COMPANY, LLC, d/b/a SJC VENTURES, LLC,
a Delaware Limited Liability Company,

Plaintiffs,

vs.

CBC PARTNERS I, LLC, a foreign Limited
Liability Company; CBC PARTNERS, LLC, a
foreign Limited Liability Company; 5148
SPANISH HEIGHTS, LLC, a Nevada Limited
Liability Company; KENNETH ANTOS AND
SHEILA NEUMANN-ANTOS, as Trustees of
the Kenneth & Sheila Antos Living Trust and the
Kenneth M. Antos & Sheila M. Neumann-Antos
Trust; DACIA, LLC, a foreign Limited Liability
Company; DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

AND RELATED CLAIMS.

Case No.: A-20-813439-B

Dept. No.: 31

**PLAINTIFFS' REPLY IN SUPPORT OF
APPLICATION FOR TEMPORARY
RESTRAINING ORDER AND MOTION
FOR PRELIMINARY INJUNCTION ON
AN ORDER SHORTENING TIME**

Hearing Date: January 28, 2022

Hearing Time: 8:30 a.m.

Plaintiffs Spanish Heights Acquisition Company, LLC ("SHAC") and SJC Ventures Holding
Company, LLC, d/b/a SJC VENTURES, LLC ("SJC") ("Plaintiffs"), by and through their attorney of
record, MAIER GUTIERREZ & ASSOCIATES, hereby file this reply in support of their motion for a

1 temporary restraining order, and, after notice and a hearing, for a preliminary injunction on an order
2 shortening time (the “Motion”).

3 This reply is made and based upon the following memorandum of points and authorities, the
4 affidavits and exhibits attached hereto, and the papers and pleadings on file in this matter.

5 **MEMORANDUM OF POINTS AND AUTHORITIES**

6 **I. INTRODUCTION**

7 Plaintiffs do not dispute that the Defendants may initiate foreclosure proceedings, but
8 Defendants need to follow the foreclosure laws in doing so, which is what this motion is about.

9 As a preliminary matter, the Receiver’s response to Plaintiffs’ motion admits in the first
10 sentence that “The Receiver has no position with respect to the substantive relief requested in the
11 Application and Motion by Plaintiffs.” Receiver’s Response at p. 2. As such, there is zero opposition
12 from the Receiver.

13 Regarding the Defendants’ opposition, their main opposition appears to be that Plaintiffs are
14 “fabricating statements” and distorting the facts for their own benefit. Plaintiffs are doing no such
15 thing. The documents speak for themselves, Plaintiffs do not have to make anything up about the
16 documents. The documents reflect that on January 4, 2021, Defendants issued a Notice of Default
17 which asserts that \$1,315,744.55 has already been accrued in interest and late charges. *See* Mot. at
18 Ex. 6. That same Notice of Default also states that a “good faith estimate” of all the fees imposed in
19 connection with the exercise of the power of sale is “between \$9,000.00 and \$25,000.00.” *Id.* Those
20 are the numbers that Plaintiffs were on notice of in January 4, 2021.

21 Now just one year later, the payoff demand that Defendants have provided alleges that the
22 attorney fees alone are \$841,842, and the costs are somehow \$61,899.28. *See* Mot. at Ex. 2.
23 Defendants actually admit in their payoff demand that they are including fees not just associated with
24 conducting the foreclosure sale, but for the fees associated with SHAC’s bankruptcy matter (which
25 has nothing to do with this foreclosure sale), and the fees associated with this underlying litigation
26 (which is not a judicial foreclosure action). But the foreclosure statute only allows Defendants to
27 include a payoff amount consisting of “a good faith estimate of all fees imposed *in connection with*
28 *the exercise of the power of sale.*” NRS 107.0805. Defendants are not entitled to tack on additional

1 fees and costs they have incurred in non-foreclosure litigation with SHAC.

2 Even if Defendants were entitled to do so (which they are not), are Defendants seriously trying
3 to include the fees and costs that Defendants incurred when they violated the stay of litigation while
4 SHAC was in bankruptcy proceedings and continued on with an evidentiary hearing which they were
5 ultimately sanctioned for and which resulted in void (not voidable) findings of fact and conclusion of
6 law? Are Defendants including the fees and costs that Defendants incurred when they were sanctioned
7 by this Court for violating a discovery order? And are Defendants including the fees and costs
8 incurred from the myriad of meritless motions they filed in this Court which were swiftly denied –
9 including the five frivolous motions that Defendants filed on the same day (July 27, 2020) to try to
10 overload Plaintiffs with work, all of which were denied?

11 Defendants have largely had to incur fees and costs in this action because they have failed to
12 follow the foreclosure statutes and procedural rules at their own peril. Indeed, this entire lawsuit was
13 started because Defendants tried to foreclose on the Property in the middle of the pandemic in
14 violation of Governor Sisolak’s foreclosure moratorium, which resulted in an injunction against
15 Defendants. It is disturbing that Defendants would try to tack those fees and costs onto a foreclosure
16 payoff demand, as they have nothing to do with the fees and costs incurred in actually exercising
17 power of the sale. Conducting a foreclosure sale does not cost \$1 million in fees and costs. Defendants
18 know that. And they have failed to provide any legal authority justifying their “logic” that they can
19 tack on alleged breach of contract attorneys’ fees and costs to a statutory foreclosure payoff demand.

20 This motion should be granted and an injunction should be issued precluding the foreclosure
21 sale until at a minimum, the correct amount of attorneys’ fees and costs set forth in the payoff demand
22 can be adjudicated, and so that clarification can be provided as to why Defendants represented in
23 January 2020 that the accrued interest was \$1,315,744.55, and now suddenly the claimed interest is
24 \$2,352,015, when interest is only supposed to accumulate at the rate of \$1,608.22 per day.

25 **II. LEGAL ARGUMENT**

26 **A. THE RECEIVER HAS NO OPPOSITION**

27 The Receiver admits in the first sentence of his response to Plaintiffs’ motion that he has “no
28 position” with respect to the relief sought in Plaintiffs’ motion.

1 Why the Receiver felt the need to ruminate for three more pages about his “concerns” of
2 dissipation of assets is curious, as speculating (incorrectly) about certain transactions, naturally
3 without even speaking to Mr. Bloom to obtain clarification on the Receiver’s “concerns,” before
4 opining on the matter, goes far beyond the Receiver’s scope of his duties assigned by the Court. The
5 Receiver’s only responsibilities are to (1) “collect the business records of SJC and any subsidiary and
6 affiliated entities in which SJC has an ownership interest, specifically First 100, LLC and Spanish
7 Heights Acquisition Company, LLC; and (2) report the financial condition of SJC to the Court. *See*
8 Order Appointing Receiver, *on file*. It is literally a “collect and report” type of role with minimal
9 substantive involvement, which is exactly why the Court set the bond so low (\$500) on the Order
10 Appointng Receiver, as his duties and involvement are minimal.

11 Defying that, and seeking to gain a more active and obstructionist role, the Receiver has chosen
12 to provide the Court with his musings about SJC Venture’s transactions, without taking the initiative
13 to ascertain the actual nature of the transactions. Had the Receiver simply questioned Mr. Bloom
14 about the transactions he is complaining about, answers would have been provided. Instead we are
15 left with the Receiver’s faulty analysis. As an example, the Receiver complains of the “questionable
16 transfers” of SJC Venture spending money on Raiders and Golden Knights tickets “from 2017 through
17 2021.” Receiver’s Response at p. 2. This is wrong. The tickets are in SJC Ventures’ own name (not
18 in anyone else’s name) and the obligation for the Raiders tickets is a 30 year obligation stemming
19 from 2018, while the obligation for the Golden Knights tickets is a 10-year obligation stemming from
20 2016, both which obviously pre-date this litigation. *See Exhibit 1*, Declaration of Jay Bloom. This
21 is not a dissipation of assets, but a payment of a business obligation for which SJC Ventures received
22 something of equal or greater value. The Receiver is quick to jump to conclusions, but if he is so
23 “concerned” about certain transactions, why has he never asked Mr. Bloom about any of them?

24 Because the Receiver’s “concerns” have nothing to do with the substance of this motion,
25 Plaintiffs will move on. If the Court is interested in any further evidence that the Receiver’s
26 “concerns” are unfounded, Plaintiffs will incorporate Ex. 1 by reference. Finally, the last sentence of
27 the Receiver’s non-opposition requests that the SJC Ventures and Mr. Bloom be “enjoined from
28 making any transfers or asset dispositions outside of the ordinary course of business, including

1 transfers between related entities.” Receiver’s Response at p. 4. If the Receiver wants to file his own
2 motion for injunctive relief, he is free to do so, where he will of course need to go through the
3 injunctive relief factors. Dropping a single sentence at the end of a non-opposition asking for his own
4 injunction is procedurally improper. Aside from that, the request is completely baseless and yet
5 another example of the Receiver overstepping his bounds and trying to go beyond his very limited
6 “collect and report” duties. This Court has already shut down the attempts to expand the Receiver’s
7 role. *See Exhibit 2*, Defendants’ Rejected 15-page Proposed Order Appointing Receiver.

8 **B. DEFENDANTS’ OPPOSITION FAILS TO EXPLAIN WHY FEES AND COSTS OUTSIDE OF**
9 **THOSE INCURRED IN CONDUCTING THE SALE ARE INCLUDED IN THE PAYOFF DEMAND**

10 First, it needs to be noted that Defendants’ “facts and prior proceedings” section completely
11 omits that the April 2020 FFCL that Defendants continue to rely on are the result of Defendants’
12 violating the SHAC bankruptcy stay of litigation and proceeding with an evidentiary hearing over
13 Plaintiffs’ objections. This led to Defendants being sanctioned and admonished by the Bankruptcy
14 Court. *See Exhibit 3*, Bankruptcy Court Order, finding that the Defendants “violated the automatic
15 stay” with respect to issues (a), (b), and (c) of the 4/6/2021 FFCL. Those issues are:

- 16 (a) Contractual interpretation and/or validity of the underlying “Secured Promissory Note
17 between CBC Partners I, LLC, and KCI Investments, LLC, and all modifications;
- 18 (b) Interpretation and/or validity of the claimed third-person Deed of Trust and all
19 modifications thereto, and determination as to whether any consideration was provided in
20 exchange for the Deed of Trust; and
- 21 (c) Contractual interpretation and/or validity of the Forbearance Agreement,
22 Amended Forbearance Agreement and all associated documents/contracts.

23 *See* 4/6/2021 FFCL at fn. 1. It is therefore puzzling as to why Defendants insist on rehashing the
24 4/6/2021 FFCL, as those findings are for the most part void, not voidable. *See In re Schwartz*, 954
25 F.2d 569, 571 (9th Cir. 1992) (“violations of the automatic stay are void, not voidable.”).

26 To make it simple, the only facts which are relevant facts here are as follows: the parties
27 reached a settlement, Plaintiffs were unable to make a scheduled payment pursuant to that settlement,
28 and Defendants have therefore noticed a foreclosure sale as a result of that default, wherein they will

attempt to foreclose on what they concede is SHAC's property. The January 4, 2021 Notice of Default is relevant (Mot. at Ex. 6), as well as the new Notice and payoff demand issued in 2022 (Mot. at Exs. 1-2). Defendants' attempt to pretend that they were never sanctioned for violating the bankruptcy stay of litigation, and that no repercussions occurred from that, should be disregarded by the Court.

NRS 107.0805 Sets Forth the Fees and Costs Allowed to Be Collected In a Foreclosure Action

NRS 107.0805 states, in relevant part, the requirements for a trustee sale to commence:

(3) That the beneficiary or its successor in interest, the servicer of the obligation or debt secured by the deed of trust or the trustee, or an attorney representing any of those persons, has sent to the obligor or borrower of the obligation or debt secured by the deed of trust a written statement of:

(I) That amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;

(II) The amount in default;

(III) The principal amount of the obligation or debt secured by the deed of trust;

(IV) The amount of accrued interest and late charges;

(V) A good faith estimate of all fees imposed in connection with the exercise of the power of sale; and

(VI) Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in subparagraph (4).

Accordingly, Defendants are only allowed to include in their payoff demand a "good faith estimate of all fees imposed in connection with the exercise of the power of sale." They are not allowed to include fees and costs incurred in legal actions which are not judicial foreclosure actions (such as this instant action), nor are they permitted to include fees and costs incurred in any involvement in the Property owner's bankruptcy case, as that has nothing to do with conducting a foreclosure sale. Nevertheless, Defendants' payoff demand is broken down as follows:

Principal	\$2,935,001.14
Accrued Interest	\$1,315,105.24
Advances	\$1,326,744.55
Interest Owed	\$1,038,910.12
Attorney's Fees (foreclosure)	\$42,572.50

Costs (foreclosure)	\$12,305.07
Attorney's Fees (state)	\$624,479.00
Costs (state)	\$28,696.06
Attorney's Fees (BK)	\$174,790.50
Costs (BK)	\$20,898.15
Total Owed	\$7,519,502.33

See Mot. at Ex. 2. As such, Defendants are representing that (somehow) the fees and costs just to conduct the foreclosure sale are \$54,877.57. There is no justification for this, especially when Defendants have already represented in their prior Notice of Breach from 2021 that the “good faith estimate” of all the fees imposed in connection with the exercise of the power of sale is “between \$9,000.00 and \$25,000.00.” How has that good faith estimate somehow more than doubled to \$54,877.57? Plaintiffs have asked for an actual breakdown on the foreclosure fees and costs, but were rebuffed by Defendants. This is why an evidentiary hearing is warranted.

But more concerning is the Defendants’ attempt to tack on all of their other fees and costs (incurred from this instant action and the SHAC Bankruptcy action) onto the foreclosure payoff demand. There is no legal authority for this. The statute is clear, you can only include the fees imposed in connection with exercising the power of sale. NRS 107.0805. Defendants have tried to rope all of these fees and costs in by making the conclusory claim that “As a direct result of Plaintiffs actions Defendants have incurred Reimbursable fees and costs in the amount of approximately \$903,741.28.” Defendants’ Opp. at p. 10. But respectfully, that is not the test for fees and costs under NRS 107.0805. It needs to be only the fees and costs incurred in exercising the sale.

The Defendants concede that the only “authority” for their request for fees and costs in this underlying action comes from a paragraph in the Forbearance Agreement. But that is a contract issue that will need to be resolved through the litigation process – NRS 107.0805 does not allow contract damages to be added on to a foreclosure payoff demand. It needs to be only the fees and costs incurred in conducting the sale.

And taking this a step further, even if hypothetically this Court were inclined to allow the

1 Defendants to tack on fees and costs from this underlying action (which should not happen because
2 there is no statutory authority for that), then all of the work conducted in this underlying action would
3 need to be looked at and reviewed to determine if it truly is related to Defendants' lawfully exercising
4 their power of sale. For example, Plaintiffs were forced to commence this lawsuit because Defendants
5 were violating Governor Sisolak's foreclosure moratorium. This Court granted injunctive relief in
6 favor of Plaintiffs and ruled that Defendants' "Notice to Vacate violates Nevada Governor's
7 Emergency Directive 008." *See* 5/29/2020 Order, *on file*. Are Defendants suggesting that they should
8 be allowed to tack on the fees and costs associated with that injunction action (where they were found
9 to be in the wrong) onto the foreclosure payoff demand?

10 As another example, on the evening of July 27, 2020, Defendants filed five frivolous motions:
11 (1) a motion for sanctions pursuant to NRCP 11; (2) a motion to have Mr. Bloom deemed a vexatious
12 litigant; (3) the first motion for appointment of receiver; (4) a motion for unlawful detainer; and (5) a
13 motion for partial summary judgment. *See* 7/27/2020 Motions, *on file*. This was obviously a strategic
14 attempt by Defendants to bomb Plaintiffs with a bunch of work in the hopes that they would not be
15 able to sufficiently oppose every motion. The motions were so unbelievably improper and sloppily
16 put together that it was simple to refute all of them, and this Court **denied every single one of them**.
17 *See* 9/22/2020 Order Denying Defendants' Motion for Order Determining Jay Bloom to be a
18 Vexatious Litigant, *on file*; 9/22/2020 Order Denying Defendants' Motion for Sanctions Pursuant to
19 NRCP 11, *on file*; 9/29/2020 Order Denying Motion for Unlawful Detainer, *on file*; and 11/3/2020
20 Order Denying Defendants' motion for partial summary judgment and motion for appointment of
21 receiver, *on file*. Are Defendants suggesting that they should be allowed to tack on the fees and costs
22 associated with those frivolous motions (where they were found to be in the wrong) onto the
23 foreclosure payoff demand?

24 As another example, Defendants have been sanctioned by this Court for failing to follow a
25 discovery order. *See* 1/21/2021 Order Granting Plaintiffs' Motion for an Order to Show Cause as to
26 Why Dacia, LLC Should Not Be Held in Contempt for Failing to Abide by this Court's 10/10/2020
27 Order and Denying in Part Dacia's Motion for Protective Order Following Subsequent Hearing of
28 January 4, 2021, *on file*. Are Defendants suggesting that they should be allowed to tack on the fees

1 and costs associated with their failure to abide by this Court's discovery order onto the foreclosure
2 payoff demand?

3 And as a final example, Defendants have been sanctioned by the Bankruptcy Court for
4 proceeding with an evidentiary hearing in clear violation of the bankruptcy stay of litigation. *See* Ex.
5 3. Are Defendants suggesting that they should be allowed to tack on the fees and costs associated
6 with their violation of federal law onto the foreclosure payoff demand?

7 None of that makes any sense whatsoever. The only fees and costs that should be permitted
8 in the foreclosure payoff demand are those associated with actually exercising the power of the sale,
9 i.e. noticing and conducting the sale. That is what the statute states, and to allow Defendants to tack
10 on the fees and costs they have incurred in both this action and the SHAC Bankruptcy action would
11 be a complete injustice, especially in light of Defendants' bad faith and misconduct in this action and
12 their blatant violation of the bankruptcy stay of litigation.

13 Another problem we have is Defendants appear to be including fees and costs incurred by *all*
14 of the Defendants (5148 Spanish Heights, LLC, CBC Partners I, LLC, CBC Partners, LLC, and Dacia,
15 LLC, and the Kenneth and Sheila Antos Trust). But only 5148 Spanish Heights, LLC is the
16 beneficiary of the foreclosure sale and authorized to initiate foreclosure proceedings, so Defendants
17 would need to parse out the specific fees and cost incurred by 5148 Spanish Heights, LLC – not just
18 lump all of the Defendants' fees and costs together, which appears to have been done here. By way
19 of example, should 5148 Spanish Heights, LLC be able to include its payoff demand fees and costs
20 incurred by the Antos Trust's or Dacia, LLC's Parties' respective motions to dismiss? Of course not.

21 The fees and costs that Defendants are claiming from this instant action and from the SHAC
22 Bankruptcy action total \$848,863.71. At a minimum, these fees and costs need to be taken off the
23 payoff demand (as they have nothing to do with Defendants exercising their power of noticing and
24 conducting a foreclosure sale), and this Court should conduct a hearing at which Defendants are
25 required to justify how their "good faith estimate" of the costs associated with the sale suddenly
26 jumped from \$9,000.00 - \$25,000.00 to \$54,877.57 over the course of one year.

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1 **C. DEFENDANTS’ OPPOSITION FAILS TO EXPLAIN THE DOUBLE COUNTING OF INTEREST**

2 Defendants also ask this Court to ignore the plain language on Defendants’ own January 2021
3 Notice of Default, which states that the total interest has already accumulated in the amount of
4 \$1,315,105.24 as of January 2021 date of Notice. Defendants contend now that that figure is from the
5 Forbearance Agreement, and that there is also a separate interest of \$1,608.22 accruing from April 1,
6 2020. But the problem with that logic is the January 2021 Notice of Default (Mot. at Ex. 6) failed to
7 set forth any dollar amount for that interest, and NRS 107.0805 requires that an “amount” be set forth
8 for accrued interest.

9 If Defendants are contending that there was an additional interest amount that had been
10 accrued by January 2021, then they were required by statute to include that actual amount in the
11 January 2021 Notice of Default. They failed to do so, thus waiving such interest, if any actually
12 existed beyond the amounts reflected in the Notice of Default. Plaintiffs have always been operating
13 under the dollar amounts set forth in the January 2021 Notice of Default and under the assumption
14 that the dollar amounts set forth in that Notice of Default were accurate and complete. We are now
15 hearing from Defendants that they supposedly failed to include the additional accruing interest amount
16 dollar figure in the January 2021 Notice of Default, which is what has led to the discrepancy in the
17 amount of \$410,096.10 in interest in the payoff demand. At a minimum, an evidentiary hearing should
18 be set to determine whether Plaintiffs justifiably relied on the dollar amount figures set forth in the
19 January 2021 Notice of Default when calculating the interest that would be owed in a subsequent
20 foreclosure sale.

21 **D. THE HARM SUFFERED IS SEVERE AND PUBLIC POLICY IS ON PLAINTIFFS’ SIDE**

22 Defendants disingenuously argue that Plaintiffs will not be harmed if Defendants are allowed
23 to proceed with a foreclosure sale while offering Plaintiffs a massively inflated payoff demand. There
24 is a 7-figure dollar amount discrepancy between Defendants’ payoff amount, and the actual amount
25 that is likely due. There is \$848,863.71 in fees and costs that should be eliminated entirely from the
26 payoff demand because they have nothing to do with conducting the sale, and there is an additional
27 \$410,096.10 discrepancy in the interest amount owed that needs to be adjudicated. This is not a
28 situation where Plaintiffs can simply pay off the entire amount requested and litigate later. With a

1 difference this massive (over \$1 million), Plaintiffs should be entitled to an evidentiary hearing to
2 determine the true amount due in order to exercise their right to redeem the Property.

3 Further, Defendants' public policy argument discusses contractual obligations, which is not at
4 issue at all right now. The only thing at issue is whether the payoff demand figures have been properly
5 accounted for, and public policy does not favor forcing a homeowner to overpay by over a million
6 dollars just to redeem the property that they own.

7 **E. A BOND IS NOT WARRANTED**

8 Defendants have bizarrely requested that bond be set in the amount of \$10,750,000.00.
9 Literally no justification is set forth for that number. Defendants' opposition concedes that "the
10 balance due from Plaintiffs is approximately \$7,548,450.29," so if that is the case, why would
11 Defendants request over \$3 million on top of that for a bond? This is yet another example of
12 Defendants being vindictive instead of logical.

13 If any bond is set, it at most it should not exceed 30 days interest as stated by the Defendants,
14 which would come to \$48,246.60 (Defendants' stated interest rate of \$1,608.22 per day x 30 days), as
15 that is the maximum amount of harm Defendants would be able to claim if this sale is stayed until this
16 Court can set an evidentiary hearing within the month.

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1 **IV. CONCLUSION**

2 Based on the foregoing, Plaintiffs request that the Court enter a temporary restraining order,
3 and, after notice and a hearing, a preliminary injunction enjoining Defendants from engaging in any
4 further foreclosure activities against the subject Property until after the hearing on Plaintiffs' motion
5 for preliminary injunction, and after this Court has adjudicated the proper payoff demand amount.

6 DATED this 26th day of January, 2022.

7
8 **MAIER GUTIERREZ & ASSOCIATES**

9 */s/ Joseph A. Gutierrez*

10 _____
11 JOSEPH A. GUTIERREZ, ESQ.
12 Nevada Bar No. 9046
13 DANIELLE J. BARRAZA, ESQ.
14 Nevada Bar No. 13822
15 8816 Spanish Ridge Avenue
16 Las Vegas, Nevada 89148
17 *Attorneys for Plaintiffs*

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EXHIBIT 1

EXHIBIT 1

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DECLARATION OF JAY BLOOM

I, JAY BLOOM, hereby declare as follows:

1. I am over the age of eighteen (18) and I have personal knowledge of all the facts set forth herein. Except otherwise indicated, all facts set forth in this declaration are based upon my own personal knowledge, my review of the relevant documents, and my opinion of the matters that are the issues of this lawsuit. If called to do so, I would competently and truthfully testify to all matters set forth herein, except for those matters stated to be based upon information and belief.

2. I am providing this declaration in my capacity as Manager on behalf of SJC Ventures, LLC, in support of the Plaintiffs' Reply in Support of APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME ("Reply").

3. I have reviewed the Plaintiffs' Reply in its entirety, and the factual statements set forth therein are true.

4. To date, the Receiver has never reached out to me to ask for clarification on any "concerns" he has as to SJC Ventures' assets and/or transactions.

5. Had the Receiver reached out to me, I would have clarified for him that SJC Ventures is contracted for season tickets **in SJC Ventures' own name** for both the Golden Knights (since 2016 under a 10 year contract) and the Las Vegas Raiders (since 2018 under a 30 year contract).

6. Aside from being a non-issue as to the business decision to contract for season tickets for the business 6 years ago for hockey tickets and 4 years ago for football tickets, this is not a dissipation of assets nor is this a "questionable transaction" as the Receiver so indicates. It is simply SJC Ventures paying a contractual obligation for which it received something of at least equal and arguably greater value (today I understand that the football season tickets are worth about \$3,500,000 in the secondary market alone).

7. As to the private jet charter, SJC Ventures routinely charts private jets. This particular trip was a business trip for SJC Ventures' travels to Belgrade for meetings related to the \$750,000,000 sale of a subsidiary, Battle Born, asset.

1 8. The Receiver's allegations regarding 1st One Hundred Investment Pool I, LLC are also
2 inaccurate. The Receiver appears to be latching onto testimony where I confirmed that
3 "approximately" \$200,000 was distributed to SJC Ventures from that related sale. In reality, that
4 figure was \$169,797.00, and that amount in its entirety was paid directly to the IRS. The remaining
5 funds from that sale were all distributed amongst secured creditors. No assets were dissipated. The
6 Receiver never made inquiry of me as to these supposed "questionable transactions". Had the non-
7 neutral Receiver simply inquired of me what happened to the \$200,000 mentioned in the 341 exam,
8 this could have been cleared up by way of my provision of the Title Company's HUD Closing
9 Statement.

10 9. The Receiver also makes misstatements regarding SJC Ventures' bank statements. It
11 is curious that the Receiver failed to mention \$2,049,985 in deposits right around the 10/14/21 date of
12 the 341 testimony.

13 10. The Receiver also identified transfers to Spanish Heights Acquisition Company
14 LLC from SJC Ventures from June of 2020 through December of 2021 in the aggregate amount of
15 \$464,371.90. In reality, SJC is a tenant of SHAC in the real property that comprises the subject of
16 this litigation. In addition, SJC Ventures has funded 100% of the SHAC chapter 11 restructure. SJC
17 Ventures' post-petition contributions towards the Chapter 11 plan are as follows:

18 Post-Petition payments: \$459,531


19 Plan Confirmation payment: \$510,000 (This includes 6 months prepayment of obligations
20 to City National Bank and Northern Trust)

21 Total payments since petition: \$969,531

22 This is in addition rents paid by SJC to SHAC under the plan. It is inconceivable that the non-
23 neutral Receiver would label this as a "questionable transaction," when it is literally just SJC Ventures
24 satisfying bankruptcy plan payments.

25 I declare under penalty of perjury under the laws of the United States of America that the
26 foregoing is true and correct to the best of knowledge, information and belief.

DATED this 26th day of January, 2022.



JAY BLOOM

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EXHIBIT 2

EXHIBIT 2

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5148 Spanish Heights, LLC and
CBC Partners I, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada Limited Liability
Company; SJC VENTURES HOLDING
COMPANY, LLC, d/b/a SJC VENTURES,
LLC, a Delaware Limited Liability Company,

Plaintiffs,

v.

CBC PARTNERS I, LLC, a foreign Limited
Liability Company; CBC PARTNERS, LLC, a
foreign Limited Liability Company; 5148
SPANISH HEIGHTS, LLC, a Nevada Limited
Liability Company; KENNETH ANTOS AND
SHEILA NEUMANN-ANTOS, as Trustees of
the Kenneth & Sheila Antos Living Trust and
the Kenneth M. Antos & Sheila M. Neumann-
Antos Trust; DACIA, LLC, a foreign Limited
Liability Company; DOES I through X; and
ROE CORPORATIONS I through X, inclusive,

Defendants.

AND RELATED MATTERS

Case No. A-20-813439-B

Dept. No.: 11

ORDER APPOINTING RECEIVER

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IT IS HEREBY ORDERED THAT:

1. The Receiver shall be the agent of the Court and shall be accountable directly to this Court. This Court hereby asserts exclusive jurisdiction and takes exclusive possession of all assets and property owned by, controlled by, or in the name of SJCV, including all including all cash; Accounts; General Intangibles including, but not limited to causes of action, whether known or unknown; all Chattel Paper, Documents, and Instruments and rights to payment evidenced thereby; all Inventory; all Equipment and Fixtures and Accessions; all Investment Property; all Deposit Accounts; all Letters of Credit and Letter of Credit Rights; all parts, replacements, substitutions, profits, products and cash and non-cash Proceeds of any of the foregoing (including insurance proceeds payable by reason of loss or damage thereto) in any form and wherever located (all assets are, collectively, the “Receivership Estate”). For all purposes, the Receiver shall, together with one or more Management Agents if necessary and as set forth herein, have the power and authority to take possession of, manage and operate the Receivership Estate. The Receiver shall conduct the duties set forth herein and in doing so shall, together with one or more

1 Management Agent[s] (if necessary), care for, manage, preserve, protect, sell, operate, and collect
2 the revenues generated by SJCVC's business operations and the Receivership Estate in its
3 reasonable business judgment as is most beneficial to SJCVC's creditors and as instructed by the
4 Court, consistent with the laws of Nevada,

5 2. The Receiver is authorized to perform a review and accounting of all of SJCVC's
6 assets, holdings, and interests, and may, but shall not be required to, apply to the Court on an
7 order shortening time with notice to all parties to amend this Order as necessary to provide the
8 Receiver with the authority to act on behalf of the Receivership Estate and/or to identify and
9 include any asset or entity that belongs to the Receivership Estate. The Receiver is empowered to
10 use any and all lawful means to identify and secure the assets, rights, holdings, and interests of
11 the Receivership Estate.

12 3. The Receiver may contact any party it reasonably believes to be an account debtor
13 of SJCVC and arrange for direct payment of the obligations due from account debtors to the
14 Receiver. The Receiver is further empowered to commence a lawsuit against an account debtor
15 or defend any lawsuit brought by an account debtor.

16 4. The Receiver shall serve without bond.

17 5. Immediately upon the filing of the Receiver's oath, the Receiver in its business
18 judgment may direct and, if so directed, SJCVC and/or any of its officers, directors, managers, and
19 members shall:

20 a. Turnover and surrender to the Receiver all assets of and income from the
21 Receivership Estate currently held by SJCVC or any of its officers, directors, managers,
22 affiliates, employees, members, principals, agents, representatives, or others;

23 b. Turnover and surrender to the Receiver all property of the Receivership
24 Estate, including (without limitation): (i) all monies accountable to the proceeds,
25 revenues, issues and profits of the Receivership Estate, now in the possession, custody or
26 control of SJCVC and its affiliates, agents, members, principals, representatives or others;
27 (ii) all records, statements, copies of checks, bills, invoices and other data from all bank
28 accounts maintained by SJCVC in connection with the Receivership Estate, including but

1 not limited to all accounts maintained at any bank, credit union, brokerage firm, or any
2 financial institution, any other accounts where the funds relating to the Receivership
3 Estate were transferred or deposited, and all other records, books of account, ledgers,
4 business records, expense accounts and all documents and records (including records
5 maintained in electronic form) pertaining to the operation, maintenance and control of the
6 Receivership Estate (collectively, the “Books and Records”), whether in the possession
7 and control of SJCV or in the possession and control of affiliates, agents, members,
8 managers, representatives, principals, servants, or employees of SJCV or others, provided,
9 however, that said Books and Records shall be made available for the use of SJCV upon
10 reasonable notice in the normal course of the performance of its duties, as necessary; (iii)
11 all keys relating to the Receivership Estate, (iv) all computer systems, servers, and/or
12 software, including any cloud storage or cloud/remote based programs, intellectual
13 property rights, and websites (with all associated system access information, passwords,
14 alarm codes, keycards, software, or similar items) that may be used in connection with the
15 Receivership Estate, wherever located in and whatever mode maintained; (v) all
16 documents and rights that constitute or pertain to insurance policies, whether currently in
17 effect or lapsed which relate to the Receivership Estate; (vi) all contracts, leases and
18 subleases, royalty agreements, licenses, assignments or other agreements of any kind
19 whatsoever, whether currently in effect or lapsed, which relate to any interest in the
20 Receivership Estate; (vii) all income and monies derived from the Receivership Estate
21 wherever, whenever, and however deposited, stored, secured, and/or maintained; (viii) all
22 mail relating to the Receivership Estate; (ix) all keys, passwords, and combinations for all
23 safes and locks relating to or located on any property or premises associated with the
24 Receivership Estate; and (x) all credit card terminals and merchant accounts. c. Provide
25 access and control to the Receiver to all real property, personal property, intangible
26 property, and any other physical facilities relating to the Receivership Estate.

27 c. The Receiver is the holder of all privileges held by SJCV including without
28 limitation, the attorney-client privilege and the attorney work product privilege.

1 6. Immediately upon the filing of the Receiver's oath, the Receiver shall immediately
2 have the following powers and legal responsibilities, which it may exercise in its business
3 judgment, working with the Management Agent[s] as appropriate:

4 a. The Receiver is authorized to exclude SJCV and any affiliates, members,
5 managers, principals, agents, attorneys, employees, or representatives thereof, or anyone
6 claiming under any of them, from operating or managing the Receivership Estate, or being
7 present at any location within the Receivership Estate;

8 b. The Receiver is authorized to take physical custody and possession of, and
9 SJCV shall assist the Receiver in taking physical custody and possession of, all the real
10 property and personal property, whether tangible or intangible, and other facilities,
11 furniture, fixtures, and equipment constituting the Receivership Estate;

12 c. The Receiver is authorized to continue to operate, care for, preserve,
13 maintain and collect revenue generated by, and sell the Receivership Estate in the normal
14 course of business in a manner necessary to preserve its overall value and shall incur the
15 expenses necessary in such operation, care, preservation, maintenance, collection and sale
16 of the Receivership Estate, all without further order of this Court; that monies coming into
17 the possession of the Receiver pursuant hereto and not expended for any of the purposes
18 herein authorized shall be held by the Receiver, subject to such orders as this Court may
19 hereinafter issue as to its disposition;

20 d. The Receiver is authorized to determine, in its discretion, how best to use,
21 operate, manage, control, market and sell the Receivership Estate, so long as any sale of
22 the Receivership Estate outside of SJCV's normal course of business must be approved
23 by the Court;

24 e. The Receiver is authorized to purchase materials, supplies, and services
25 and to pay therefor at ordinary and usual rates and prices out of funds that shall come into
26 its possession as Receiver, and to compromise debts of the Receivership Estate, and as
27 Receiver to do all things and to incur the risks and obligations ordinarily incurred by
28 owners, managers, and operators of similar businesses and that no such risk or obligation

1 so incurred shall be the personal risk or obligation of the Receiver but shall be a risk or
2 obligation of the Receivership Estate. No funds of the Receivership Estate may be
3 expended without the authorization of the Receiver and the Receiver may impose
4 whatever safeguards it deems necessary to ensure every expenditure is properly
5 authorized;

6 f. By virtue of its appointment, the Receiver shall have the authority to, in its
7 sole and absolute discretion, terminate or reject any contracts or agreements relating to
8 the Receivership Estate. The Receiver may employ other or additional agents and
9 employees, as necessary to preserve, protect, maintain, manage, and sell the Receivership
10 Estate and to pay each of the foregoing, at ordinary and usual rates and prices, pursuant
11 to appropriate contracts, or otherwise, out of funds that come into its possession as
12 Receiver without seeking the Court's consent for such employment;

13 g. The Receiver is authorized to review, analyze, account for, and approve
14 the Receivership Estate's expenses, payments, transfers, withdrawals, and distributions
15 (collectively "Payments") to ensure that all such Payments are proper and made in the
16 ordinary course of business. In addition, the Receiver shall have the authority to write
17 checks for the purpose of making any payments required or permitted to be made
18 hereunder, including, without limitation, expenses on account of bank service charges,
19 commissions, marketing and sale costs, dues and publications, insurance, maintenance,
20 accounting and other professional services, postage costs and courier or other delivery
21 costs, interest, inventory, office expenses, rent or other payment arising under a lease or
22 rental agreement, repairs and maintenance, supplies, taxes, utilities and telephone
23 expenses, wages and premiums. The Receiver may open any/all operating or security
24 accounts deemed necessary for the estate and transfer any/all funds from estate accounts
25 to these receivership accounts and operate out of these receivership accounts, if deemed
26 necessary and appropriate, in order to preserve and protect the estate and in order to be
27 able to supply reviewed and reconciled financials;

28 h. The Receiver is authorized to take all proper actions related to the (i)

1 marketing and sale of all or any portion of the Receivership Estate in the normal course
2 of business, (ii) collection of accounts receivable and other amounts owed in respect of
3 the Receivership Estate, (iii) removal from the Receivership Estate of persons not entitled
4 to entry thereon, (iv) securement and protection of the Receivership Estate, (v) damage
5 caused to the Receivership Estate, (vi) recovery of possession of the Receivership Estate,
6 and (vii) initiation or prosecution of any claims or litigation for the benefit of the
7 Receivership Estate;

8 i. The Receiver may hire, employ, retain, terminate, and otherwise obtain the
9 advice and assistance of legal counsel, accounting, and other professionals, as may be
10 reasonably necessary to the proper discharge of the Receiver's duties (and to pay such
11 professionals' reasonable fees), without further order of the Court;

12 j. The Receiver is authorized to receive proceeds and profits from any sale,
13 use, transfer, or disposition of the Receivership Estate; and to deposit and hold such funds
14 in one or more interest-bearing accounts as deemed appropriate;

15 k. The Receiver may hire, employ, retain, and terminate consultants,
16 operating companies and/or other professionals, management, brokers, auctioneers and
17 any other personnel or employees which the Receiver deems necessary to assist it in the
18 discharge of his duties, to whom the Receiver may delegate operational responsibilities
19 for the Receivership Estate, subject to applicable regulations and laws, as set forth in this
20 Order and, at the Receiver's election, pay any federal, state, and local payroll and other
21 taxes due in connection with employees and operations of the Receiver and Receivership
22 Estate, provided, however, that no contract shall extend beyond the termination of the
23 receivership unless authorized by the Court;

24 l. The Receiver shall immediately disclose to all parties any financial
25 relationship between the Receiver and any person or entity hired to assist in the
26 management or sale of all or any portion of the Receivership Estate;

27 m. The Receiver is authorized to immediately acquire from SJCVC and all of
28 its affiliates, members, managers, principals, employees, agents or officers, all keys,

1 passwords, system access and/or alarm codes, locks, keycards, and similar items relating
2 to the Receivership Estate, and may change any and all of the foregoing;

3 n. The Receiver may, in its sole and absolute discretion, continue in effect
4 and/or assume any contracts, agreements, leases, letters of credit and all other instruments
5 presently existing and not in default relating to the Receivership Estate;

6 o. The Receiver may enter into and modify contracts related to the normal
7 course of business for the sale of all or any portion of the Receivership Estate with any
8 other liquidation or sale of the Receivership Estate assets, including licenses, being
9 completed only subject to prior notice and Court approval (as necessary);

10 p. The Receiver may communicate, directly or indirectly, with any person,
11 firm, or entity, including without limitation, any representative of SJCV;

12 q. The Receiver may take any and all steps necessary to retrieve, collect and
13 review all mail and/or e-mail addressed to SJCV or related entities or individuals at the
14 Receivership Estate and the Receiver is authorized to instruct the United States Postmaster
15 to reroute, hold and/or release said mail to the Receiver. The Receiver shall redirect mail
16 determined (whether before or after opening) to be of a personal nature, not involving the
17 business activities of SJCV conducted at the Receivership Estate, to the person to whom
18 the mail was intended to be delivered (if the Receiver knows the forwarding address of
19 said person) or shall return such mail to the sender;

20 r. The Receiver shall have all the powers, duties and authority that the
21 Receiver believes may be necessary or appropriate to secure, operate, manage, control and
22 sell the Receivership Estate and/or to protect, preserve and maximize the value of the
23 Receivership Estate and/or to do any other acts and incur any of the risks and obligations
24 ordinarily taken or incurred by an owner of property similar to the property at issue in the
25 normal course of business; provided, however, that no such risk or obligation shall be the
26 personal risk or obligation of the Receiver, but shall be solely the risk and obligation of
27 the Receivership Estate; and

28 s. The Receiver may, after expending the necessary funds to operate the

1 business of the Receivership Estate and paying all reasonable and necessary costs and
2 expenses associated with such operation, maintain any remaining funds for distribution to
3 creditors and such other party or non-party as may be legally entitled to receive such funds
4 in accordance with Nevada law; and may distribute such funds from time to time upon
5 further order of this Court.

6 7. The Receiver shall, within thirty days of its qualification hereunder, file in this
7 action an inventory of all property of which it shall have taken possession pursuant hereto,
8 including, without limitation, the identity of all written or non-written contracts (whether for sale
9 or otherwise), options, insurance policies, fixtures, or personal property. The Receiver may
10 thereafter, to the extent necessary, conduct periodic inventories of all property of the Receivership
11 Estate of which he shall have taken possession pursuant to this Order, and to provide counsel
12 herein with regular and material updates.

13 8. Upon entering into an agreement for sale or transfer of any material asset or
14 property in the Receivership Estate outside the sale of SJCVC's products and inventory in the
15 normal course of business, the Receiver shall file a Motion with the Court, giving at least thirty
16 days' notice to all parties, setting forth the details of the proposed sale and seeking the Court's
17 approval for said sale. This shall be done for each proposed sale of any asset of SJCVC in the
18 possession or control of the Receiver outside of the ordinary course of business.

19 9. The Receiver shall prepare monthly operating reports which shall include a
20 statement reflecting the Receiver's fees and expenses incurred for said period in the operation and
21 administration of the Receivership Estate, as well as the fees and expenses of any attorneys,
22 accountants, Management Agent[s] or other professionals employed by the Receiver ("Interim
23 Receiver Report").

24 10. Upon completion of an Interim Receiver Report and ten days after mailing the
25 report to the parties' respective attorneys of record (or via e-mail, at counsel's request) or any
26 other designated person or agent, the Receiver shall be paid from Receivership Estate funds, if
27 any, the amount of the invoice as per the Interim Receiver Report as set forth herein. Payment of
28 the Receiver's fees and administrative expenses shall be submitted to the Court for final approval

1 and confirmation, in the form of either a noticed interim request for fees, stipulation among the
2 parties, or in monthly interim reports or the Receiver's Final Account and Report.

3 11. The Receiver shall have the power to execute any and all documents (including
4 documents for the sale of any portion of the Receivership Estate in the normal course of business)
5 without a specific court order, to close existing bank accounts, money market accounts, CDs or
6 other financial instruments associated with the Receivership Estate, and shall maintain or
7 establish accounts at such bank as the Receiver may determine are necessary for the Receivership
8 Estate for the purpose of securing and depositing the funds of the Receivership Estate collected
9 by the Receiver, and the Receiver shall have the authority to write checks on such accounts for
10 the purpose of making any payments required or permitted to be made hereunder by the
11 Receivership Estate, and the Receiver shall receive the federal tax identification number from
12 SJCVC or its agents to provide to the bank so as to establish such an account. The Receiver may
13 also employ a third-party certified accountant to reconcile and review monthly financials.

14 12. The Receiver is authorized and empowered to take possession of all bank accounts
15 of SJCVC and all cash or other liquid funds, accounts and chattel paper wherever located, and shall
16 receive possession of any money on deposit in said bank accounts immediately upon appointment.
17 The receipt by the Receiver for said funds shall discharge said bank from further responsibility
18 for accounting to said account holder for funds as to which the Receiver shall give his receipt.

19 13. The Receiver may use any federal taxpayer identification numbers of SJCVC
20 relating to the Receivership Estate for any lawful purpose.

21 14. The Receiver shall, as necessary and appropriate, notify all vendors and suppliers,
22 known creditors, and any and all others who provide goods or services to the Receivership Estate
23 of its appointment as Receiver.

24 15. All pending or potential court actions and litigation or other adversarial action
25 brought by or against SJCVC shall be stayed from entry of this Order, unless the Court, upon a
26 motion brought by the Receiver or other interested party (providing notice and an opportunity for
27 interested parties to be heard) orders the stay lifted, extended, or otherwise modified upon a
28 showing of good cause (the "Litigation Stay"). Pursuant to the Litigation Stay: (i) no individual

1 or entity may sue the Receiver or bring an action with respect to the Receivership Estate without
2 first obtaining the permission of this Court; and (ii) all civil legal proceedings of any nature,
3 including, but not limited to, bankruptcy proceedings, arbitration proceedings, mediation
4 proceedings, foreclosure actions, default proceedings, or other actions of any nature involving the
5 Receivership Estate are stayed unless the stay is lifted pursuant to this paragraph;

6 16. The Receiver is acting solely in its capacity as a court-appointed Receiver and the
7 debts of the Receiver are solely the debts of the Receivership Estate. In no event shall the Receiver
8 or its personnel have any personal liability or obligation for the proper debts of the Receiver
9 and/or the Receivership Estate.

10 17. If the Receiver receives notice that a bankruptcy has been filed and part of the
11 bankruptcy estate includes property that is the subject of this Order, the Receiver may file
12 appropriate motions with the bankruptcy court to remain in possession of such property during
13 the pendency of the bankruptcy. Upon receiving notice of bankruptcy as set forth above, the
14 Receiver's authority to preserve the property at issue shall be limited as follows until further
15 instruction from the bankruptcy court:

16 a. The Receiver may continue to collect income;

17 b. The Receiver may make only those disbursements necessary to preserve
18 and protect the Receivership Estate, to pay taxes on the Receivership Estate;

19 c. The Receiver shall not execute any contracts, except those which the
20 Receiver deems necessary to assist it in the discharge of its duties under this Paragraph
21 18; and

22 d. The Receiver shall do nothing that would effect a material change in the
23 circumstances of the Receivership Estate. The Receiver may petition the court to retain
24 legal, counsel to assist the Receiver with issues arising out of the bankruptcy proceedings
25 that affect the receivership.

26 18. In addition to the powers hereinabove set forth, the Receiver is hereby vested
27 during its appointment with all powers, authorities, and rights under applicable law possessed by
28 SJCVC and its officers, directors, members, managers, and general and limited partners of SJCVC

1 under applicable law. In this, the powers of any officers, directors, members, managers, and
2 general and limited partners of SJCVC are hereby suspended and such persons shall have no
3 authority with respect to SJCVC or the Receivership Estate, except which may be granted hereafter
4 by future order of the Court.

5 19. The Receiver shall be authorized to borrow money, if necessary, in total amounts
6 and upon such terms as authorized by the Court, to perform its duties during appointment and to
7 issue Receiver's Certificates of Indebtedness ("Certificates") to evidence such borrowings. With
8 respect to such borrowings:

9 a. To the extent permitted by applicable law, the principal and interest
10 evidenced by the Certificates shall be a first and prior lien and security interest upon the
11 Receivership Estate. The lien of each Certificate shall be prior and superior to the rights,
12 titles, and interests in the Receivership Estate of all parties to this action and creditors of
13 SJCVC. The lien of each Certificate shall be prior and superior to the interest or lien of all
14 judgment holders, mechanics' lien claimants, partners, members, managers, officers,
15 directors, shareholders, and creditors of SJCVC; and

16 b. Nothing herein shall obligate any party to advance all or any part of the
17 borrowings authorized herein;

18 20. SJCVC and its agents, servants, members, managers, principals, officers, affiliates,
19 employees, representatives, and all other persons and entities who are successors in interest to or
20 who are acting in concert or participating with them, or any of them are hereby restrained and
21 enjoined from engaging in or performing, directly or indirectly, any of the following acts:

22 a. Retaining possession of the Receivership Estate or any other portion of the
23 Receivership Estate, including any assets of the Receivership Estate as to which the
24 Receiver has requested be turned over;

25 b. Expending, disbursing, transferring, assigning, selling, conveying,
26 devising, pledging, mortgaging, creating a security interest in, encumbering, concealing
27 or in any manner whatsoever dealing in or disposing of the whole or any part of the assets
28 of the Receivership Estate, including, but not limited to, any contract or other agreement

1 concerning the Receivership Estate, without the written consent of the Court first
2 obtained;

3 c. Demanding, collecting, receiving, expending, disposing, assigning,
4 secreting or in any other way diverting, using or making unavailable to the Receiver any
5 asset of the Receivership Estate or any of the rents, issues, proceeds, or profits thereof;

6 d. Doing any act which will, or which will tend to, impair, defeat, divert,
7 prevent, or prejudice the preservation of the Receivership Estate or creditor's interest
8 therein, in whatever form the interest is held or used as of this date, pending further
9 proceedings in this action;

10 e. Destroying, altering, concealing, transferring or failing to preserve any
11 document and other record (including records maintained in electronic form) which
12 evidences, reflects, relates, or pertains to SJCV, including (without limitation) the factual
13 basis of any actual or anticipated lawsuit involving SJCV, or SJCV's disposition of the
14 Receivership Estate, or any part thereof; and

15 f. Interfering in any manner with the operation of the Receivership Estate or
16 the Receiver's possession thereof, including, without limitation, interfering with the
17 Receiver's efforts to secure the Receivership Estate or otherwise interfering with the
18 management, preservation, protection, maintenance, operation, or control of the
19 Receivership Estate (including but not limited to) removing funds from estate accounts,
20 and/or concealing cash or other funds belonging to the Receivership Estate.

21 21. The Receiver and the interested parties to the Receivership Estate may petition this
22 Court for instructions in connection with this Order and any further orders which this Court may
23 make.

24 22. The Receiver shall continue in possession of the Receivership Estate until
25 discharged by this Court. The Receiver shall also apply to the Court for a formal discharge and
26 approval of its final accounting no later than sixty days after it relinquishes control of the
27 Receivership Estate or otherwise ordered by the Court. Until such time as the Receiver's final
28 report and accounting has been approved by the Court, or by earlier order of this Court, the

1 Receiver shall not turn over any receivership funds to any party or entity without prior Court
2 order.

3 23. All persons or entities now in possession of any part of the Receivership Estate
4 must vacate and surrender possession thereof upon the request of the Receiver.

5 24. Unless otherwise ordered by the Court, the Receiver shall file tax returns on behalf
6 of SJCVC or the Receivership Estate as required by law.

7 25. Unless otherwise ordered by the Court, the Receiver shall not be responsible for
8 paying any expense of SJCVC, or other payables owed to third parties, which payables were due
9 and owing prior to the appointment of the Receiver. However, the Receiver may, in his sole
10 discretion, pay costs and expenses incurred prior to the Receiver's appointment if the Receiver
11 determines in its business judgment that payment of such items is necessary for the preservation,
12 care and maintenance of the Receivership Estate, or otherwise in the best interests of the
13 Receivership Estate.

14 26. Unless expressly limited herein, the Receiver shall be further granted all powers
15 given to an equity receiver, provided by N.R.S. Chapter 32 and/or common law.

16 27. Larry Bertsch is acting solely in his capacity as Receiver and no risk, obligation
17 or expense incurred shall be the personal risk, obligation, or expense of Larry Bertsch, but shall
18 be the risk, obligation, or expense of the Receivership Estate.

19 28. No individual or entity may sue the Receiver without first obtaining the permission
20 of this Court.

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1 29. Individuals or entities interested in the Receivership Estate may contact the
2 Receiver directly by and through the following individual:

3
4 Larry Bertsch
5 265 E. Warm Springs Road Suite 104
6 Las Vegas, Nevada 89119
7 (702) 471-7223

8 **IT IS SO ORDERED**

9
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11
12
13
14 Respectfully Submitted by:
15 MUSHKIN & COPPEDGE

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20 Read and Approved:
21 MAIER GUTIERREZ & ASSOCIATES

22
23
24
25
26
27
28 _____
MICHAEL R. MUSHKIN, ESQ.,
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L. JOE COPPEDGE, ESQ.,
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Las Vegas, Nevada 89119

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Nevada Bar No. 13822
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148

*Attorneys for
Defendants/Counterclaimants*

Attorneys for Plaintiffs/Counterdefendants

EXHIBIT 3

EXHIBIT 3

Natalie M. Cox

Honorable Natalie M. Cox
United States Bankruptcy Judge



Entered on Docket
May 26, 2021

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3030 South Jones Boulevard, Suite 101
Las Vegas, Nevada 89146
(702) 570-6000

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Attorneys for Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC,

Debtor.

Bankruptcy No. BK-S-21-10501-NMC

Chapter 11

**ORDER GRANTING IN PART AND
DENYING IN PART MOTION FOR
SANCTIONS FOR VIOLATION OF
AUTOMATIC STAY OF BANKRUPTCY
CODE SECTION 362(a) AND RELATED
RELIEF**

Hearing Date: May 18, 2021

Hearing Time: 10:00 a.m.

Debtor's Motion for Sanctions for Violation of the Automatic Stay of Bankruptcy Code §362(a) and Related Relief ("Sanctions Motion") came on for hearing at the above date and time, the Honorable Natalie M. Cox, United State Bankruptcy Judge, presiding. Debtor was

1 represented by James D. Greene, Esq. of Greene Infuso, LLP and Danielle J. Barraza, Esq. of
2 Maier Gutierrez & Associates. Parties 5148 Spanish Heights, LLC, CBC Partners I, LLC and
3 CBC Partners, LLC (collectively “CBC Parties”) were represented by Michael R. Mushkin Esq.
4 of Mushkin & Coppedge. No other appearances were entered. For the reasons stated on the
5 record at the hearing and incorporating those findings of fact and conclusions of law herein
6 pursuant to Federal Rule of Bankruptcy Procedure 7052, and with good cause appearing,

7 IT IS HEREBY ORDERED that the Motion is Granted in part and the Court finds that the
8 CBC Parties violated the automatic stay of 11 U.S.C. §362(a) with respect to the items designated
9 as issues (a), (b), and (c) on ECF No. 79-2, page 3, note 1, lines 17-20;

10 IT IS FURTHER ORDERED that the Motion is Denied with respect the issues designated
11 as issues (d) and (e) on ECF 79-2, page 3, note 1, lines 21-23;

12 IT IS FURTHER ORDERED that the Debtor is entitled to an award of sanctions against
13 the CBC Parties for their stay violations under the standards of *Taggart v. Lorenzen*, 139 S. Ct.
14 1795 (2019);

15 IT IS FURTHER ORDERED that Debtor’s counsel shall submit briefing and evidence
16 supporting its claims for damages as a result of the CBC Parties’ stay violations on or before May
17 28, 2021;

18 IT IS FURTHER ORDERED that the CBC Parties may file any opposition and related
19 documents or evidence relating to the Debtor’s damage claims on or before June 29, 2021;

20 IT IS FURTHER ORDERED that the Debtor may file a reply in support of its damages
21 claim on or before July 6, 2021;

GREENE INFUSO, LLP
3030 South Jones Boulevard, Suite 101
Las Vegas, Nevada 89146
(702) 570-6000

1 IT IS FURTHER ORDERED that a hearing regarding Debtor's request for sanctions shall
2 be held on July 13, 2021 at 10:00 a.m.

3 Submitted by:

4 **GREENE INFUSO, LLP**

5 /s/ James D. Greene
6 JAMES D. GREENE, ESQ.
3030 South Jones Boulevard, Suite 101
7 Las Vegas, Nevada 89146

8 Approved by:

9 **MAIER GUTIERREZ & ASSOCIATES**

10
11 /s/ Danielle Barraza
12 Danielle Barraza
8816 Spanish Ridge Ave
13 Las Vegas, Nevada 89148

14
15 Approved by:

16
17 **MUSHKIN & COPPEDGE**

18
19 /s/ Michael R. Mushin
Michael R. Mushkin, Esq.
20 6070 South Eastern Ave Ste 270
Las Vegas, Nevada 89119
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(702) 570-6000

LOCAL RULE 9021 CERTIFICATION

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

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The court has waived the requirement set forth LR 9021(b)(1).

☐

No party appeared at the hearing or filed an objection to the motion.

☒

I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

☐

I certify that this is a chapter 7 or 13 case, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

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