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6 *Counsel for Shelley D. Krohn, Chapter 7 Trustee*

7
8 **UNITED STATES BANKRUPTCY COURT**

9 **DISTRICT OF NEVADA**

10 In re:
11 ROBERT C. GRAHAM, LTD. fdba ROB
12 GRAHAM & ASSOCIATES fdba
13 LAWYERSWEST,
14 Debtor.

Case No. BK-S-16-16655-BTB
Chapter 7

**STIPULATION TO APPROVE
AGREEMENT TO TOLL STATUTE OF
LIMITATIONS AND STATUTE OF
REPOSE**

Date of Hearing: N/A
Time of Hearing: N/A

Judge: Honorable Bruce T. Beesley¹

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18 Shelley D. Krohn, the duly appointed Chapter 7 Trustee in the above-captioned
19 bankruptcy case (the “Trustee”), by and through her counsel, Jacob L. Houmand, Esq. and Kyle J.
20 Ortiz, Esq. of the Houmand Law Firm, Ltd., and American Express Company, American Express
21 Travel Related Services Company, Inc. and American Express National Bank, f/k/a American
22 Express Centurion Bank and successor by merger to American Express Bank FSB (collectively,
23 “AMEX” and together with the Trustee, the “Parties”), by and through its counsel, Frank N.
24 White, Esq. of the law firm of Arnall Golden Gregory LLP, hereby stipulate and agree as follows:

25 _____
26 ¹ Unless otherwise indicated, all chapter and section references are to the Bankruptcy Code, 11
27 U.S.C. §§ 101-1532, and to the Federal Rules of Bankruptcy Procedure, Rules 1001-9037. The
28 Federal Rules of Civil Procedure will be referred to as “FRCP” and the Federal Rules of
Bankruptcy Procedure will be referred to as “FRBP.” The Local Rules of Practice for the United
States Bankruptcy Court for the District of Nevada shall be referred to as the “Local Rules”.

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RECITALS

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2 1. On December 15, 2016, an *Involuntary Bankruptcy Petition* [ECF No. 1]² (the
3 “Involuntary Petition”) was filed against Robert C. Graham, Ltd. f/d/b/a Rob Graham &
4 Associates f/d/b/a Lawyerswest (the “Debtor”) pursuant to 11 U.S.C. § 303. The Involuntary
5 Petition was filed by the Estate of Michael B. Macknin, the Sharona Dagani Trust, and the
6 Margueritte Owens Revocable Trust (collectively, the “Petitioning Creditors”).

7 2. On December 16, 2016, the Petitioning Creditors filed a *Motion to Appoint Interim*
8 *Trustee in Involuntary Case* [ECF No. 3] (the “Interim Trustee Motion”), which sought authority
9 to appoint an interim trustee to take possession of property and to manage the business operations
10 and assets of the Debtor.

11 3. On December 21, 2016, the Bankruptcy Court entered an *Order on Trustee Motion*
12 *and Order for Relief Under Chapter 7* [ECF No. 21] (the “Order for Relief”). The Order for
13 Relief provided that the Debtor had consented to the filing of a bankruptcy petition and that the
14 filing of the bankruptcy case was effective as of December 15, 2016 (the “Petition Date”). The
15 Order for Relief further required that the Office of the United States Trustee (the “U.S. Trustee”)
16 appoint an Interim Chapter 7 Trustee pursuant to 11 U.S.C. § 701.

17 4. On December 22, 2016, Victoria L. Nelson (“Trustee Nelson”) was appointed as
18 the Chapter 7 Trustee in the Debtor’s bankruptcy case [ECF No. 22].

19 5. On January 13, 2018, Trustee Nelson died.

20 6. On January 19, 2018, the Trustee was appointed as the successor Chapter 7 Trustee
21 in the Debtor’s bankruptcy case.

22 7. The Trustee has investigated the Debtor’s financial affairs and believes that there
23 may be a basis to seek avoidance and recovery of certain pre-petition transfers that were made by
24 the Debtor to AMEX under applicable state and federal law (collectively, the “Claims”).

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28 ² All references to “ECF No.” are to the numbers assigned to the documents filed in the above-
referenced case as they appear on the docket maintained by the clerk of the court.

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1 8. The deadline for the Trustee to file a complaint based upon the Claims is
2 December 15, 2018.³ See 11 U.S.C. §§ 108 and 546 (providing a two-year statute of limitations
3 from the entry of the order for relief for a bankruptcy trustee to commence actions under
4 nonbankruptcy law and Sections 544, 545, 547, 548, and 553).

5 9. In order to facilitate investigation and an orderly discussion between the Parties
6 concerning the merits of the Claims and potential settlement discussions, the Parties have entered
7 into an agreement (the “Tolling Agreement”) to toll any applicable statute of limitations and
8 statute of repose relating to the Claims for a period of ninety (90) days.⁴ A true and correct copy
9 of the Tolling Agreement is attached hereto as Exhibit “1”.

10 10. The Parties now seek court approval of the Tolling Agreement.

STIPULATION

IT IS HEREBY STIPULATED AND AGREED that:

- 13 1. The Tolling Agreement is APPROVED; and
- 14 2. Any and all applicable statutes of limitation and statutes of repose relating to the
15 Claims shall be tolled for a period of ninety (90) days as set forth in the Tolling Agreement; and
- 16 3. The Parties have authority to enter into the Tolling Agreement; and

17 ...
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23 _____
24 ³ Although the Order for Relief in the Debtor’s bankruptcy case was entered on December 22,
25 2016, the Trustee has assumed December 15, 2018, is the deadline to commence avoidance
actions out of an abundance of caution.

26 ⁴ The description of the Tolling Agreement set forth herein is a summary only and does not
27 modify or otherwise affect the terms of the Tolling Agreement. To the extent of any conflict
28 between the Tolling Agreement and the description set forth herein, the Tolling Agreement shall
control. Capitalized terms used but not defined herein shall have the meaning set forth in the
Tolling Agreement.

1 4. This Stipulation is without prejudice to the Parties agreeing to a further extension
2 of the tolling period set forth in the Tolling Agreement.

3 Dated this 5th day of November, 2018.

Dated this 5th day of November, 2018.

4 By: /s/ Jacob L. Houmand
5 Jacob L. Houmand, Esq. (NV Bar No. 12781)
6 Kyle J. Ortiz, Esq. (NV Bar No. 14252)
7 Houmand Law Firm, Ltd.
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9 Las Vegas, NV 89148

By: /s/ Frank N. White
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8 *Counsel for Shelley D. Krohn, Chapter 7*
9 *Trustee*

Counsel for AMEX

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