

## **EXHIBIT “1”**

HOUMAND LAW FIRM, LTD.  
9205 West Russell Road, Building 3, Suite 240 Las Vegas, NV 89148  
Telephone: (702) 720-3370 Facsimile: (702) 720-3371

Bruce T. Beesley

Honorable Bruce T. Beesley  
United States Bankruptcy Judge



Entered on Docket  
February 01, 2019

Jacob L. Houmand, Esq. (NV Bar No. 12781)  
Email: jhoumand@houmandlaw.com  
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9205 West Russell Road, Building 3, Suite 240  
Las Vegas, NV 89148  
Telephone: 702/720-3370  
Facsimile: 702/720-3371

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

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA

In re:

ROBERT C. GRAHAM, LTD. fdba ROB  
GRAHAM & ASSOCIATES fdba  
LAWYERSWEST,

Debtor.

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

**ORDER APPROVING STIPULATION TO  
APPROVE FIRST AMENDMENT TO  
AGREEMENT TO TOLL STATUTE OF  
LIMITATIONS AND STATUTE OF  
REPOSE**

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

Judge: Honorable Bruce T. Beesley

The Court having reviewed and considered the *Stipulation to Approve First Amendment to Agreement to Toll Statute of Limitations and Statute of Repose* [ECF No. 394] (the "Stipulation") filed by the parties thereto, and good cause appearing therefore,

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**IT IS HEREBY ORDERED** that<sup>1</sup>:

1. The Stipulation is APPROVED in its entirety; and

2. The First Amendment to Tolling Agreement, a copy of which is attached hereto and marked as **Exhibit “1”**, is approved and the provisions thereof are made an order of the Court.

3. Any and all applicable statutes of limitation and statutes of repose relating to the Claims shall be tolled until April 1, 2019, as set forth in the First Amendment to Tolling Agreement; and

4. The Stipulation is without prejudice to the Parties agreeing to a further extension of the tolling period set forth in the Tolling Agreement and First Amendment to Tolling Agreement.

**IT IS SO ORDERED.**

Prepared and Submitted By:

**HOUMAND LAW FIRM, LTD.**

By: /s/Kyle J. Ortiz  
Jacob L. Houmand, Esq. (NV Bar No. 12781)  
Kyle J. Ortiz, Esq. (NV Bar No. 14252)  
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*Counsel for Shelley D. Krohn, Chapter 7 Trustee*

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<sup>1</sup> Unless otherwise set forth herein, all defined terms shall have the same meaning ascribed to them in the Stipulation.

## **EXHIBIT “1”**

**FIRST AMENDMENT TO AGREEMENT TO TOLL STATUTES OF LIMITATION  
AND STATUTES OF REPOSE**

This amends that certain tolling agreement ("Tolling Agreement"), made effective on the 13th day of December, 2018 ("Effective Date"), by and between Allen Advertising, Inc. ("Allen Advertising"), on one hand, and, Shelley D. Krohn, as the Chapter 7 Trustee (the "Trustee") appointed for the bankruptcy estate of In re Robert C. Graham, Ltd. (BK-S- 16-16655-BTB) (the "Estate") on the other hand. Allen Advertising, the Estate, and the Trustee shall collectively be referred to herein as the "Parties," or individually, as a "Party." The Tolling Agreement is amended as follows:

Paragraph 3 of the Tolling Agreement provided:

The Parties agree that the Limitations Period with respect to the Claims are hereby tolled and shall cease to run from the Effective Date through and including January 31, 2019. Accordingly, if the Trustee, the Estate or any party authorized by the Bankruptcy Court to act on behalf of the Estate, commences any such action or proceeding against Allen Advertising, with respect to the Claims on or before January 31, 2019 (the "Tolling Period"), then such action or proceeding shall be deemed to have been filed and commenced on the Effective Date for the purposes of any applicable Limitations Period. In the event the Trustee and/or the Estate abandon any or all of the Claims, including abandonment during the pendency of the Tolling Period, the Tolling Period shall be extended for the Debtor only by a period of sixty (60) days from the date of the abandonment (the "Debtor's Tolling Period"). Abandonment shall be completed only by the entry of a court order or upon closures of the case by the Court Clerk without Trustee's administration of the Claims.

Paragraph 3 is hereby amended to read:

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of a court order or upon closures of the case by the Court Clerk without Trustee's administration of the Claims.

Paragraph 6 of the Tolling Agreement provided:

This Agreement is not intended to serve as a forbearance on behalf of the Trustee, the Debtor, the Estate, or any party authorized by the Bankruptcy Court to act on behalf of the Estate, from commencing an action against Allen Advertising prior to January 31, 2019, or expiration of the Debtor's Tolling Period. The terms of any such forbearance are subject to the terms of any contemplated settlement agreement between the Parties. This Agreement shall expire at 11:59 p.m., prevailing Pacific Standard Time, on January 31, 2019, or upon expiration of the Debtor's Tolling Period, unless renewed, extended or terminated by written instrument signed by the authorized representative of each Party.

Paragraph 6 is hereby amended to read:

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*[Remainder of Page Is Left Intentionally Blank]*

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IN WITNESS WHEREOF, the Parties have signed this first amendment to the Tolling Agreement in multiple counterparts.

Executed this 31 day of January, 2019.

**Shelley D. Krohn, Chapter 7 Trustee**



Executed this \_\_\_\_ day of January, 2019.

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

Jacob L. Houmand, Esq. (NV Bar No. 12781)  
Kyle J. Ortiz, Esq. (NV Bar No. 14252)  
Houmand Law Firm, Ltd.  
9205 West Russell Road, Building 3, Suite 240  
Las Vegas, NV 89148

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**Allen Advertising**

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**Counsel for Allen Advertising**

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Gail R. Godorov, President

\_\_\_\_\_  
Erik H. Zentz, Esq. (NV Bar No. 10286)  
Zentz & Zentz  
601 S. 10th Street, Suite 102  
Las Vegas, NV 89101

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Executed this \_\_\_\_ day of January, 2019.

**Shelley D. Krohn, Chapter 7 Trustee**

\_\_\_\_\_

Executed this 31<sup>st</sup> day of January, 2019.

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



Jacob L. Houmand, Esq. (NV Bar No. 12781)  
Kyle J. Ortiz, Esq. (NV Bar No. 14252)  
Houmand Law Firm, Ltd.  
9205 West Russell Road, Building 3, Suite 240  
Las Vegas, NV 89148

Executed this \_\_\_\_ day of January, 2019.

**Allen Advertising**

\_\_\_\_\_

Executed this \_\_\_\_ day of January, 2019.

**Counsel for Allen Advertising**

Erik H. Zentz, Esq. (NV Bar No. 10286)  
Zentz & Zentz  
601 S. 10th Street, Suite 102  
Las Vegas, NV 89101

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