EXHIBIT “1”

Honorable Bruce T. Beesley
United States Bankruptcy Judge

Entered on Docket
June 14, 2019

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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 LAWYERS WEST, Debtor.	Case No. BK-S-16-16655-BTB Chapter 7 **ORDER APPROVING STIPULATION TO APPROVE SECOND 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 Second Amendment to Agreement to Toll Statute of Limitations and Statute of Repose* [ECF No. 439] (the "Stipulation") filed by the parties thereto, and good cause appearing therefore,

. . .

. . .

IT IS HEREBY ORDERED that[1]:

1. The Stipulation is APPROVED in its entirety; and

2. The Second 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 August 12, 2019, as set forth in the Second 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, First Amendment to Tolling Agreement, and Second 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)
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[1] Unless otherwise set forth herein, all defined terms shall have the same meaning ascribed to them in the Stipulation.

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EXHIBIT “1”

SECOND AMENDMENT TO AGREEMENT TO TOLL STATUTES OF LIMITATION AND STATUTES OF REPOSE

This agreement amends that certain tolling agreement ("Tolling Agreement") and that certain amendment to the Tolling Agreement ("First Amendment"), all made effective on the 5th day of November, 2018 ("Effective Date"), by and between American Express Company, American Express Travel Related Services Company, Inc. and American Express National Bank, f/k/a American Express Centurion Bank and successor by merger to American Express Bank FSB (collectively, "AMEX"), 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. AMEX, the Estate, and the Trustee shall collectively be referred to herein as the "Parties," or individually, as a "Party." The Tolling Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated by reference, is amended as follows:

Paragraph 3 of the Tolling Agreement was amended by the First Amendment to provide:

> 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 June 13, 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 AMEX, with respect to the Claims on or before June 13, 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:

> 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 August 12, 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 AMEX, with respect to the Claims on or before August 12, 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 6 of the Tolling Agreement was amended by the First Amendment to provide:

> This Agreement is not intended to serve as a forbearance on behalf of the Trustee, the Debtor, the Estate, or any part authorized by the Bankruptcy Court to act on behalf of the Estate, from commencing an action against AMEX prior to June 13, 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 June 13, 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:

> This Agreement is not intended to serve as a forbearance on behalf of the Trustee, the Debtor, the Estate, or any part authorized by the Bankruptcy Court to act on behalf of the Estate, from commencing an action against AMEX prior to August 12, 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 August 12, 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.

[Remainder of Page Is Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have signed this second amendment to the Tolling Agreement in multiple counterparts and the Parties have authority to enter into this second amendment to Tolling Agreement.

Executed this 12th day of June, 2019.

Shelley D. Krohn, Chapter 7 Trustee

Executed this 7th day of June, 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 June, 2019.

Counsel for AMEX

Frank N. White, Esq.
Arnall Golden Gregory LLP
171 17th Street NW, Suite 2100
Atlanta, GA 30363

EXHIBIT “A”

AGREEMENT TO TOLL STATUTES OF LIMITATION AND STATUTES OF REPOSE

This Tolling Agreement (the "Agreement") is made and entered into effective as of the date it has been signed by all parties (the "Effective Date") by and between American Express Company, American Express Travel Related Services Company, Inc. and American Express National Bank, f/k/a American Express Centurion Bank and successor by merger to American Express Bank FSB (collectively, "AMEX") 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"). AMEX, the Estate, and the Trustee shall collectively be referred to herein as the "Parties," or individually, as a "Party." This Agreement is made with respect to the following facts[1]:

I. RECITALS

WHEREAS, on December 15, 2016 (the "Petition Date"), an *Involuntary Bankruptcy Petition* [ECF No. 1][2] (the "Involuntary Petition") was filed against Robert C. Graham, Ltd. f/d/b/a Rob Graham & Associates f/d/b/a Lawyerswest (the "Debtor") pursuant to 11 U.S.C. § 303 in the United States Bankruptcy Court for the District of Nevada (the "Bankruptcy Court").

WHEREAS, the Involuntary Petition was filed by the Estate of Michael B. Macknin, the Sharona Dagani Trust, and the Margueritte Owens Revocable Trust (collectively, the "Petitioning Creditors").

WHEREAS, on December 16, 2016, the Petitioning Creditors filed a *Motion to Appoint Interim Trustee in Involuntary Case* [ECF No. 3] (the "Interim Trustee Motion"), which sought authority to appoint an interim trustee to take possession of property and to manage the business operations and assets of the Debtor.

WHEREAS on December 21, 2016, the Bankruptcy Court entered an *Order on Trustee Motion and Order for Relief Under Chapter 7* [ECF No. 21] (the "Order for Relief").

WHEREAS, the Order for Relief provided that the Debtor had consented to the filing of a bankruptcy petition and that the filing of the bankruptcy case was effective as of December 15, 2016 (the "Petition Date").

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[1] Unless otherwise indicated, all chapter and section references are to the Bankruptcy Code, 11 U.S.C. §§ 101-1532, and to the Federal Rules of Bankruptcy Procedure, Rules 1001-9037. The 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".

[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.

WHEREAS, the Order for Relief further required that the Office of the United States Trustee (the "U.S. Trustee") appoint an Interim Chapter 7 Trustee pursuant to 11 U.S.C. § 701.

WHEREAS, on December 22, 2016, Victoria L. Nelson ("Trustee Nelson") was appointed as the Chapter 7 Trustee in the Debtor's bankruptcy case [ECF No. 22].

WHEREAS, on January 13, 2018, Trustee Nelson died.

WHEREAS, on January 19, 2018, the Trustee was appointed as the successor Chapter 7 Trustee in the Debtor's bankruptcy case.

WHEREAS, the Trustee has investigated the Debtor's financial affairs and has discovered that AMEX received transfers (the "Transfers") from the Debtor prior to the Petition Date.

WHEREAS, the Trustee believes that there may be a basis to seek avoidance and recovery of the Transfers under applicable state and federal law.

WHEREAS, the deadline for the Trustee to file a complaint based upon the Transfers is December 15, 2018.[3] *See* 11 U.S.C. §§ 108 and 546 (providing a two-year statute of limitations from the entry of the order for relief for a bankruptcy trustee to commence actions under nonbankruptcy law and Sections 544, 545, 547, 548, and 553).

WHEREAS, the Parties have discussed the possibility of settling any and all disputes concerning the Transfers.

WHEREAS, in order to facilitate investigation and an orderly discussion between the Parties concerning the merits of the Claims (as defined below in Section 2) and potential settlement discussions, the Parties have agreed to enter into this Agreement to toll any applicable statute of limitations and statute of repose relating to the Transfers.

WHEREAS, the Parties mutually desire to enter into this Agreement, and the terms and implications of the Agreement have been openly and mutually negotiated and agreed to as set forth herein.

WHEREAS, the terms and conditions have been fully explained to each Party by their respective counsel of choice. The Parties certify that they have been afforded a reasonable opportunity to consider this Agreement, and the Parties have carefully read and fully understand all of the provisions and effects of this Agreement.

[3] Although the *Order for Relief* in the Debtor's bankruptcy case was entered on December 22, 2016, the Trustee has assumed December 15, 2018, is the deadline to commence avoidance actions out of an abundance of caution.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, understandings, undertakings, representations, warranties and promises, and subject to the conditions hereinafter set forth, and intending to be legally bound thereby, the Parties covenant and agree as follows:

II. AGREEMENT

1. The Parties agree that the Trustee, the Estate, and AMEX have the authority to waive any applicable bankruptcy or nonbankruptcy law, including but not limited to any statute of limitations, statute of repose, or any order entered in a bankruptcy or nonbankruptcy proceeding, or any agreement which fixes a period within which the Trustee, the Debtor, the Estate, or any party authorized by the Bankruptcy Court to act on behalf of the Estate, may commence an action based upon the Transfers (the "Limitations Period").

2. The Parties agree that this Agreement shall apply to any and all claims or causes of action that could be asserted by the Trustee or the Estate against AMEX including, but not limited to the following: (a) any causes of action related to avoidance and recovery of fraudulent transfers, fraud, embezzlement, misappropriation of funds, conversion, theft, breach of fiduciary duty, malpractice, tort, violation of law, statute or ordinance, or equitable theory of recovery, or any other theory of liability or declaration of rights whatsoever, which the Trustee or the Estate has as of the execution of this Agreement or acquires from any third-parties after the execution of this Agreement; (b) any and all claims or causes of action arising under Chapter 5 of Title 11 of the United States Bankruptcy Code; (c) any claims or causes of action arising out of or related to the Transfers; and (d) any other claims or causes of action arising under state or federal law that can be asserted by the Trustee or the Estate against AMEX (collectively, the "Claims").

3. 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 March 15, 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 AMEX, with respect to the Claims on or before March 15, 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.

4. The Parties hereby voluntarily and knowingly agree to toll any previous unexpired Limitations Period with respect to any Claims during any Tolling Period.

5. The Parties hereby agree that the failure of the Trustee, the Debtor, the Estate, or any party authorized by the Bankruptcy Court to act on behalf of the Estate, during the

Tolling Period or the Debtor's Tolling Period, as applicable, or commence an action or proceeding related to a Claim, shall not be asserted by AMEX as an affirmative defense in any action or proceeding brought by the Trustee, the Debtor, the Estate, or any party authorized by the Bankruptcy Court to act on behalf of the Estate. The Parties further hereby waive any right to contend that this Tolling Agreement is not, or might not be, enforceable, and shall be estopped to raise any such contention.

6. 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 AMEX prior to March 15, 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 March 15, 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.

7. The Parties intend that this Agreement be binding and enforceable in accordance with its terms. Accordingly, the Parties hereby irrevocably waive any right to contend that this Agreement is not or might not be enforceable, agree not to assert or support any such contention, and shall be estopped to raise any such contention.

8. Governing Law/Jurisdiction. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER WILL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEVADA, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD REQUIRE THE APPLICATION OF LAWS OF ANOTHER JURISDICTION. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE BANKRUPTCY COURT SHALL HAVE THE EXCLUSIVE JURISDICTION OVER THIS AGREEMENT AND THAT ANY CLAIMS ARISING OUT OF OR RELATED IN ANY MANNER TO THIS AGREEMENT SHALL BE PROPERLY BROUGHT ONLY BEFORE THE BANKRUPTCY COURT. IF AND TO THE EXTENT THAT THE CASE IS CLOSED OR DISMISSED, THE COURTS OF THE STATE OF NEVADA AND THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA SHALL HAVE EXCLUSIVE JURISDICTION OVER THIS AGREEMENT AND ANY SUCH CLAIMS UNLESS THE PARTIES OTHERWISE AGREE OR HAVE AGREED IN WRITING TO SOME OTHER VENUE, INCLUDING ARBITRATION.

9. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior agreements, statements and representations with respect to the matters resolved herein.

10. Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance or regulation, the latter shall prevail, but the provision of this Agreement which is affected shall be curtailed and

limited only to the extent necessary to bring it within the requirements of the statute, law, ordinance or regulation.

11. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the heirs, successors and assigns of the Parties.

12. No Admission of Liability. This Agreement is not an admission of any liability. Nothing contained in this Agreement shall be interpreted or construed to be an admission on the part of any Party. Nothing in this Agreement shall be deemed an admission or concession with respect to any allegations or claims made against a Party hereto or against any other person or entity who is intended to benefit or be bound by this Agreement. Nothing in this Agreement shall have any bearing or effect upon any defense that AMEX may have to any Claims, with the exception of any defense related to a statute of limitation or statute of repose so long as an action is filed by the Trustee within the Tolling Period.

13. Independent Counsel. The Parties represent and warrant that they have been advised that they should be represented by counsel of their own choosing in the preparation and analysis of this Agreement, that they have been represented by their own independent counsel and that they have read this Agreement and believe that they are fully aware of and understand the contents hereof and its legal effect. The Parties further represent and warrant that they have entered into this Agreement voluntarily and with the approval and advice of their counsel.

14. Countersigned And Faxed Signatures. It is understood and agreed that signatures or copies sent by facsimile transmission or countersigned documents are fully enforceable as originals signed by the Parties.

15. Representations and Warranties. Each Party hereby represents and warrants to the other Parties as follows, which shall be true and accurate as of the Effective Date:

a. The execution and delivery of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Party and no other proceedings on the part of the Party are necessary to authorize this Agreement or any of the transactions contemplated hereby.

b. This Agreement has been duly executed and delivered by the Party and constitutes a legal, valid and binding obligation of the Party and, assuming this Agreement constitutes a legal, valid and binding obligation of the other Parties, is enforceable against the Party in accordance with its terms.

c. The execution and delivery of this Agreement does not, and the performance of this Agreement will not: (i) violate the constituent documents of the Party, if any; (ii) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to the Party or by which the Party and its assets are bound or affected; or (iii) result in any material breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default) under, or impair the rights of the Party or alter the rights or obligations

of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a material encumbrance on any of the material properties or assets of the Party pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise, concession, or other instrument or obligation to which the Party is a party or by which the Party or its assets are bound or affected.

16. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the Parties.

17. Modifications or Amendments. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the Parties.

18. Non-Waiver. No waiver by any Party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

19. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so requires.

20. Captions and Headings. The captions and headings appearing at the commencement of the sections hereof are descriptive only and for convenience in reference.

21. Notices. Any and all notices and demands by any Party to any other Party, required or desired to be given hereunder shall be in writing and shall be validly given only if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or if made by Federal Express or other delivery service which keeps records of deliveries and attempted deliveries, or if made by facsimile machine with electronic confirmation of receipt (receipt of which is acknowledged or if a copy thereof is promptly delivered by a delivery service which keeps records of deliveries and attempted deliveries). Service shall be conclusively deemed made on the first business day delivery is attempted, and addressed as follows:

To Trustee:

Shelley D. Krohn, Chapter 7 Trustee
c/o Jacob L. Houmand, Esq.
Houmand Law Firm, Ltd.
9205 West Russell Road, Building 3,
Suite 240
Las Vegas, NV 89148

To AMEX:

American Express Company
c/o Frank N. White, Esq.
Arnall Golden Gregory LLP
171 17th Street NW, Suite 2100

Atlanta, GA 30363

Any Party may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other Parties, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other Parties.

22. Interpretation. This Agreement is the result of negotiations among the Parties who have each negotiated and reviewed its terms. No Party shall be deemed to be the drafter for purposes of interpreting any ambiguity or uncertainty in this Agreement against that Party.

Executed this 5th day of November, 2018.

Shelley D. Krohn, Chapter 7 Trustee

Executed this 5th day of November, 2018.

Counsel for Shelley D. Krohn, Chapter 7 Trustee

Jacob L. Houmand, Esq. (NV Bar 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 5 day of November, 2018.

AMEX Representative

Federico Pérez Irizarry
Associate Litigation Counsel

Executed this 5th day of November, 2018.

Counsel for AMEX

Frank N. White, Esq.
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