

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
June 03, 2020

Jacob L. Houmand, Esq. (NV Bar No. 12781)
Email: jhoumand@houmandlaw.com
Bradley G. Sims, Esq. (NV Bar No. 11713)
Email: bsims@houmandlaw.com
HOUMAND LAW FIRM, LTD.
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
LAWYERS WEST,

Debtor.

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

**ORDER GRANTING MOTION TO
APPROVE COMPROMISE PURSUANT
TO FEDERAL RULE OF BANKRUPTCY
PROCEDURE 9019**

Date of Hearing: June 2, 2020
Time of Hearing: 1:30 p.m.
Place: Courtroom No. 4, Second Floor
Foley Federal Building
300 Las Vegas Blvd., S.
Las Vegas, NV 89101

Judge: Honorable Bruce T. Beesley¹

¹ In this Order, all references to ECF No.” are to the numbers assigned to the documents filed in the above-captioned bankruptcy case as they appear on the docket maintained by the clerk of the court.

This matter came before the Court on the *Motion to Approve Compromise Pursuant to Federal Rule of Bankruptcy Procedure 9019* [ECF No. 488] (the “Motion”) filed by Shelley D. Krohn (the “Trustee”), the Chapter 7 Trustee appointed in the above-captioned bankruptcy case, by and through her counsel of record, Jacob L. Houmand, Esq. and Bradley G. Sims, Esq. of the Houmand Law Firm, Ltd. The Motion sought an order approving a settlement agreement (the “Settlement Agreement”) resolving the adversary proceeding captioned *Krohn v. Bank of America* (Case Number BK-S-19-01028-BTB) pursuant to Federal Rule of Bankruptcy Procedure 9019.²

No Opposition was filed to the Motion. Jacob L. Houmand, Esq. appeared on behalf of the Trustee and all other appearances were noted on the record.

The Court reviewed the Motion, the *Declaration of Shelley D. Krohn In Support of Motion to Approve Compromise Pursuant to Federal Rule of Bankruptcy Procedure 9019* [ECF No. 489], the *Notice of Hearing On Motion to Approve Compromise Pursuant to Federal Rule of Bankruptcy Procedure 9019* [ECF No. 490], the *Certificate of Service of Motion to Approve Compromise Pursuant to Federal Rule of Bankruptcy Procedure 9019* [ECF No. 491], the exhibits attached thereto, and all the pleadings on file herein.

It appearing to the Court that it is in the best interests of the Estate and its creditors to approve the Settlement Agreement and upon consideration of the pleadings and arguments of counsel, and based upon the findings of fact and conclusions of law placed on the record at the hearing and incorporated herein pursuant to Federal Rule of Civil Procedure 52, incorporated by reference by Federal Rules of Bankruptcy Procedure 7052 and good cause appearing,

IT IS HEREBY ORDERED that:

1. The Motion is GRANTED in its entirety; and

...

...

...

...

² All defined terms in this Order shall have the same meaning ascribed to them in the Motion unless otherwise provided herein.

2. The Settlement Agreement, a copy of which is attached hereto and marked as **Exhibit “1”**, is approved pursuant to Federal Rule of Bankruptcy Procedure 9019 and the provisions thereof are made an order of the Court.

IT IS SO ORDERED.

Prepared and submitted by:

HOUMAND LAW FIRM, LTD.

By: /s/ Jacob L. Houmand
Jacob L. Houmand, Esq. (NV Bar No. 12781)
Bradley G. Sims, Esq. (NV Bar No. 11713)
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

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9205 West Russell Road, Building 3, Suite 240 Las Vegas, NV 89148
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LOCAL RULE 9021 CERTIFICATE

In accordance with Local Rule 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that:

☐ The Court has waived the requirements set forth in Local Rule 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, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:

Approved

By: /s/ Jamie Combs
Darren T. Brenner, Esq. (NV Bar No. 8386)
Jamie Combs, Esq. (NV Bar No. 13088)
Akerman LLP
1635 Village Center Circle, Suite 200
Las Vegas, NV 89134
Telephone: 702/634-5000
Facsimile: 702/380-8572

Counsel for Bank of America, N.A.

☐ 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 Local Rule 9014(g), and that no party has objected to the form or content of the order.

Dated this 3rd day of June, 2020.

HOUMAND LAW FIRM, LTD.

By: /s/ Jacob L. Houmand
Jacob L. Houmand, Esq. (NV Bar No. 12781)
Bradley G. Sims, Esq. (NV Bar No. 11713)
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

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EXHIBIT “1”

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SETTLEMENT AGREEMENT AND RELEASE

I. PARTIES

This Settlement Agreement and Release ("Agreement") is entered into by and between Shelley D. Krohn, in her capacity as the Chapter 7 Trustee ("Trustee") of the bankruptcy estate of the Debtor Robert C. Graham, Ltd., fdba Rob Graham & Associates fdba Lawyers West (the "Bankruptcy Estate") and Bank of America, N.A. ("BANA"). The Trustee and BANA may be referred to individually in this Agreement as the "Party" or collectively as "Parties."

II. RECITALS

- A. On December 15, 2016, an involuntary voluntary bankruptcy petition was filed against Robert C. Graham, Ltd. ("Debtor") titled *In re Robert C. Graham, Ltd.* under Chapter 7 of Title 11 of the U.S. Code in the U.S. Bankruptcy Court for the District of Nevada, Petition No. 16-16655-btb (the "Petition").
- B. On March 15, 2019, the Trustee filed an Adversary Proceeding titled *Shelley D. Krohn, Trustee v. Bank of America, N.A., et al.*, Adversary Proceeding No. 19-01028-btb (the "Complaint").
- C. In the Complaint, the Trustee asserts that the Debtor made transfers to BANA that are avoidable and recoverable pursuant to 11 U.S.C. §§ 544, 548 and 550 of the United States Bankruptcy Code (the "Claims") in relation to BANA deposit accounts ending in 5593 and 5603; BANA auto loan accounts ending in 6298 and 4971; and BANA credit card account ending in 7498 (collectively, the "Accounts").
- A. BANA disputes and denies the Trustee's Claims and the allegations made in respect thereof and maintains that it has valid defenses to such Claims.

III. AGREEMENT

NOW, THEREFORE, in consideration of these promises and the mutual covenants set forth herein and for valuable and mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows in order to avoid the costs and uncertainties of litigation:

- 1. Recitals. The foregoing recitals are confirmed as true and correct and are incorporated herein by reference. The recitals are a substantive and contractual part of this Agreement.

Shelley D. Krohn, Trustee (In re Robert C. Graham, Ltd.) v. Bank of America, N.A., et al.
U.S. Bankruptcy Court for the District of Nevada
Adversary Proceeding No. 19-01028-btb

2. Settlement Procedures.

(a) Payment. BANA agrees to pay to the Trustee in one lump sum the full amount of Two Hundred Fifteen Thousand Dollars and 00/100 Cents (\$215,000.00) (the "Settlement Funds"). The Settlement Funds shall be provided in the form of a check made payable to the Trust Account of the Houmand Law Firm, Ltd., and to be delivered to Jacob L. Houmand, Esq., Houmand Law Firm, Ltd., 9205 West Russell Road, Building 3, Suite 240, Las Vegas, Nevada, 89148 within thirty (30) days of the latter of the following events: (i) BANA's receipt of a properly-completed 2018 W-9 form from the Houmand Law Firm, Ltd. and from Shelley D. Krohn, Chapter 7 Trustee for the bankruptcy estate of Robert C. Graham, Ltd.; and (ii) BANA's receipt of a fully-executed Agreement.

(b) Waiver of 502(h) Claim. BANA also agrees to hereby waive any claim against the Bankruptcy Estate pursuant to Section 502(h) of the Bankruptcy Code.

(c) Dismissal of the Complaint with Prejudice. In consideration for BANA's promises and covenants contained herein, within three (3) business days of receipt of the Settlement Funds, the Trustee shall deliver to counsel for BANA an executed dismissal with prejudice together with any other documents required to dismiss the Complaint against BANA with prejudice. Upon the filing of a stipulation of dismissal or a notice of voluntary dismissal, the Adversary Proceeding will be deemed closed. From and after execution of this Agreement, the Trustee agrees to take no further action to prosecute the Petition or the Complaint against BANA; provided, however, to the extent that BANA fails to comply with this Agreement, the Trustee may seek to enforce this Agreement before the Bankruptcy Court. To the extent necessary, the Trustee agrees to take all necessary actions to obtain Bankruptcy Court approval of this Agreement.

3. Release by Trustee. Upon execution of this Agreement, the Trustee hereby releases and forever discharges, on the Trustee's behalf and on behalf of the Trustee's heirs, agents, and legal representatives, BANA and each of its respective current and former legal representatives, officers, attorneys, insurers, employees, agents, subsidiaries, parents, and related entities ("Released Parties") from any and all known or unknown claims, demands, and causes of action of any sort and all damages, in equity or contract, which the Trustee now or hereafter can, shall or may have relating to or assertable in connection with the Petition, the Complaint, the Claims, and/or the Accounts ("Released Matters").

4. Release by BANA. Upon execution of this Agreement, BANA, on its own behalf, and on the behalf of all of its affiliates, parents, and/or subsidiary corporations, account servicers and sub-servicers, its representatives, managing partners, officers, directors, shareholders, employees, agents, assigns, predecessors or successors, servants, insurers, licensees, and



representatives including attorneys, does hereby release and forever discharges the Trustee and each of her respective current and former legal representatives, officers, attorneys, insurers, employees, agents, subsidiaries, parents, and related entities from any and all known or unknown claims, demands, and causes of action of any sort and all damages, in equity or contract, which BANA now or hereafter can, shall or may have relating to or assertable in connection with the Petition, the Complaint, and/or the Claims.

5. Settlement Not an Admission. This Agreement, and any negotiations or proceedings connected with it, shall not in any event constitute or be construed as, or be deemed to be evidence of, an admission of or concession of any wrongdoing by BANA.

6. Representations. The Trustee represents and warrants that the Trustee has not sold, transferred, conveyed, assigned, or otherwise disposed of any right, title, or interest in any of the matters released herein to any person or entity, and that the Trustee is not aware of any other person or entity who may have or who has asserted or can assert a right, title, or interest in any of the matters released in this Agreement. The Trustee further affirms that the Trustee is fully capable of executing this Agreement and understands its contents and further, that the Trustee has legal counsel of the Trustee's own choice or had an opportunity to obtain such legal counsel to explain the legal effect of signing this Agreement.

7. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and may not be modified or amended except in a writing signed by the Parties.

8. Confidentiality. The terms of this Agreement and any and all facts related to the Released Matters, and the negotiations leading hereto (collectively the "Information") are to be kept strictly confidential by the Parties. The Parties agree not to publicize or disclose the Information, directly or indirectly, to any person or entity except as may be necessary for the preparation of financial statements or tax returns, as may be required by law, or by a valid order of a court with competent jurisdiction. If any party or person acting on behalf of the Parties hereto receives an inquiry about this Agreement, such party will respond only that "the matter has been resolved." Furthermore, the Parties and their counsel shall not post or otherwise disclose or reveal to any person or entity any Information on the Internet or any other media outlet, including but not limited to websites or newspapers, email, Facebook, MySpace, and Twitter. Nothing in this Agreement shall, however, be deemed to interfere with each Party's obligation to report transactions with appropriate governmental, taxing and/or registering agencies or Court Order. Confidentiality is a material provision of this Agreement and the matters to be held confidential hereunder are to be held strictly confidential by the Parties subject to the terms and limitations of this Agreement. This paragraph constitutes a material provision of this Agreement.

Shelley D. Krohn, Trustee (In re Robert C. Graham, Ltd.) v. Bank of America, N.A., et al.
U.S. Bankruptcy Court for the District of Nevada
Adversary Proceeding No. 19-01028-btb

9. Non-Disparagement. The Trustee and the Trustee's attorneys will not, directly or indirectly, make any negative or disparaging statements against BANA maligning, ridiculing, defaming, or otherwise speaking ill of BANA, and its business affairs, practices or policies, standards, or reputation (including but not limited to statements or postings harmful to BANA's business interests, reputation or good will) in any form (including but not limited to orally, in writing, on any social media, blogs, Internet, to the media, persons and entities engaged in radio, television or Internet broadcasting, or to persons and entities that gather or report information on trade and business practices or reliability) that relate to this Agreement, the Complaint and the allegations regarding the Accounts and Released Matters. Nothing in the Agreement shall, however, be deemed to interfere with each Party's obligation to report transactions with appropriate governmental, taxing, or registering agencies.

10. Exceptions. The Trustee understands and acknowledges that nothing in this Agreement prohibits or limits the Trustee or the Trustee's counsel from initiating communications directly with, responding to any inquiry from, volunteering information to, or providing testimony before, the Securities and Exchange Commission, the Department of Justice, FINRA, any other self-regulatory organization or any other governmental, law enforcement, or regulatory authority, regarding this settlement and its underlying facts and circumstances, or any reporting of, investigation into, or proceeding regarding suspected violations of law, and that the Trustee is not required to advise or seek permission from BANA before engaging in any such activity. The Trustee recognizes that, in connection with any such activity, the Trustee must inform such authority that the information being provided is confidential.

11. Validity of Agreement. Should any clause, sentence, paragraph, or other part of this Agreement be finally adjudged by any court of competent jurisdiction to be unconstitutional, invalid or in any way unenforceable, such adjudication shall not affect, impair, invalidate, or nullify the remainder of the Agreement, but shall affect only the clause, sentence, paragraph, or other parts so adjudged.

12. Signing in Counterparts. This Agreement may be signed in Counterparts, each of which shall be deemed an original, but all of which together constitute one and the same Agreement.

13. Agreement Pertains Only to the Released Matters. This Agreement pertains only to the matters released herein and nothing in this Agreement shall be deemed or construed as a modification of or a release of or from any other accounts, agreements, debts, loans, promissory notes, mortgages, security agreements, contracts, liabilities, or obligations the Parties now have or

may have in the future (or any one of them, or any combination of them) that are not specifically and expressly described in detail in this Agreement.

14. Costs and Fees. Each Party agrees to bear the expense of its own costs and attorney's fees in connection with the Complaint.

15. Release of Unknown Claims. The Trustee hereby acknowledges that the Trustee may hereafter discover facts different from, or in addition to, those which the Trustee now claims or believes to be true with respect to the claims released herein, and agrees that this Agreement shall be and remain effective in all respects notwithstanding the discovery of such different or additional facts with respect to the claims released herein. The Trustee acknowledges that this release is intended to include in its scope all claims against the Released Parties arising from the present dispute which the Trustee does not know or suspect to exist in the Trustee's favor at the time of execution of this Agreement, and that this release contemplates the extinguishment of any such claim or claims. The Trustee expressly waives any right to assert hereafter any claims which were excluded from this Agreement through ignorance, oversight, error or otherwise.

16. Tax Consequences. The Trustee acknowledges that the Trustee has not sought, received, or relied on BANA, BANA's counsel or any agent of BANA for any tax advice of any kind with respect to the effects of this Agreement, the Release, or the delivery of any consideration identified herein and BANA may be required to file certain 1099 or other information reports with the United States Internal Revenue Service or other government agencies as required indicating payment to the Trustee as set forth in this Agreement. The Trustee has been advised to consult with tax counsel of the Trustee's choice to seek legal and tax advice regarding the taxability or non-taxability of consideration provided herein.

17. Construction. In construing this Agreement, none of the Parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any term or provision herein, construed against such Party solely by reason of such Party having drafted the same, as a result of the manner of the preparation of the Agreement, or otherwise.

18. Successors and Assigns. The Parties agree that the terms of this Agreement shall be binding on each of their respective heirs, successors, and assigns.

19. Choice of Law. This Agreement shall be deemed to be made under and shall be interpreted in accordance with the laws of Nevada.

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IN WITNESS WHEREOF, the Parties hereto evidence their agreement and have executed this Agreement as of the day and year first below written.

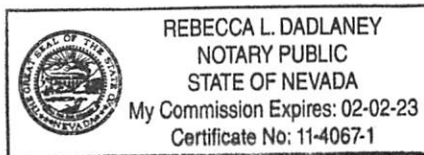
Date Executed: 4/21/2020

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

State of (Nevada)

County of (Clark)

On this, the 21st day of April, 2020, before me, personally appeared **Shelley D. Krohn, Chapter 7 Trustee**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and that s/he executed the same for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal.



Rebecca L. Dadlany
Notary Public

My Commission Expires: 02/02/2023

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Date Executed:

4/17/2020

Bank of America, N.A.

By:

Mary Lee Trevino

Printed Name:

MARY LEE TREVINO

Title:

VICE PRESIDENT