

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Jeffrey I. Golden, State Bar No. 133040 jgolden@go2.law Ryan W. Beall, State Bar No. 313774 rbeall@go2.law GOLDEN GOODRICH LLP 3070 Bristol Street, Suite 640 Costa Mesa, California 92626 Telephone 714-966-1000; Facsimile 714-966-1002 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Chapter 7 Trustee Weneta M.A. Kosmala	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

In re: JOHN OLAF HALVORSON, Debtor(s).	CASE NO.: 8:15-bk-13556-SC CHAPTER: 7 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 02/18/2025	Time: 11:00 am
Location: United States Bankruptcy Court, Courtroom 5C, 411 West Fourth Street, Santa Ana, California 92701	

Type of Sale: Public Private **Last date to file objections:** 02/04/2025

Description of property to be sold: All the Debtor's right, title and interest (37.5% tenant in common interest) in 4621 East Hildreth Lane, Stockton, California 95212.

Terms and conditions of sale: See attached Notice of Hearing on Chapter 7 Trustee's Motion for Order: (1) Authorizing Sale of Real Property Subject to Liens, Claims and Interests Pursuant to 11 U.S.C. Sections 363(b) and (f); (2) Approving Buyer as Good-Faith Purchaser Pursuant to 11 U.S.C. Section 363(m); and (3) Approving Settlement Agreement Between the Trustee, Dan Halvorson, and Jerry Ann Randall Pursuant to Federal Rule of Bankruptcy Procedure 9019 ("Notice").

Proposed sale price: \$ 10,000.00

Overbid procedure (if any): N/A

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Sale Date: February 18, 2025, at 11:00 a.m.

Location

United States Bankruptcy Court

Central District of California, Santa Ana Division

411 West Fourth Street, Santa Ana, California 92701

Judge Clarkson will conduct the hearing remotely using ZoomGov audio and video. Video and audio connection information for the hearing will be provided on Judge Clarkson's publicly posted hearing calendar, which may be viewed online at: <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Date: 01/28/2025

1 **GOLDEN GOODRICH LLP**
Jeffrey I. Golden, State Bar No. 133040
2 jgolden@go2.law
3070 Bristol Street, Suite 640
3 Costa Mesa, California 92626
Telephone 714-966-1000
4 Facsimile 714-966-1002
5 Attorneys for Chapter 7 Trustee
Weneta M.A. Kosmala

6
7
8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

10 In re
11 JOHN OLAF HALVORSON,
12 Debtor.

Case No. 8:15-bk-13556-SC

Chapter 7

**NOTICE OF HEARING ON CHAPTER 7
TRUSTEE’S MOTION FOR ORDER:**

- (1) **AUTHORIZING SALE OF REAL PROPERTY SUBJECT TO LIENS, CLAIMS, AND INTERESTS PURSUANT TO 11 U.S.C. §§ 363(b) AND (f);**
- (2) **APPROVING BUYER AS GOOD-FAITH PURCHASER PURSUANT TO 11 U.S.C. § 363(m); AND**
- (3) **APPROVING SETTLEMENT AGREEMENT BETWEEN THE TRUSTEE, DAN HALVORSON, AND JERRY ANN RANDALL PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019**

Hearing Date, Time and Location:

DATE: February 18, 2025
TIME: 11:00 a.m.
CTRM: 5C/Via ZoomGov
411 West Fourth Street
Santa Ana, California 92701

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25 **TO THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL OTHER INTERESTED PARTIES:**

26 **PLEASE TAKE NOTICE** that on **February 18, 2025 at 11:00 a.m.**, or as soon
27 thereafter as the matter may be heard, the Court will conduct a hearing ("Hearing") in the
above-captioned Court on the *Motion for Order: (1) Authorizing Sale of Real Property
Subject to Liens, Claims, and Interests Pursuant to 11 U.S.C. §§ 363(b) and (f);*
28 *(2) Approving Buyer as Good-Faith Purchaser Pursuant to 11 U.S.C. § 363(m); and*
(3) Approving Settlement Agreement Between the Trustee, Dan Halvorson, and Jerry Ann

1 *Randall Pursuant to Federal Rule of Bankruptcy Procedure 9019* ("Motion")¹ filed by
2 Weneta M. A. Kosmala, the Chapter 7 trustee ("Trustee") of the bankruptcy estate
("Estate") of John Olaf Halvorson ("Debtor"),

3 **PLEASE TAKE FURTHER NOTICE** that through the Motion, the Trustee seeks an
4 order:

- 5 i. Finding that notice of the Motion is proper and adequate;
- 6 ii. Approving the Settlement and Sale Agreement ("Agreement") which is
7 attached to the Motion as Exhibit 1, authorizing the Trustee to sell without overbid the
8 Debtor's 37.5% tenant in common interest in 4621 Hildreth Lane, Stockton, California
9 95212 ("Hildreth House") to Hildreth LLC, or assignee, "as is," "where is," without
representation or warranty, subject to any and all liens, claims, and interests, pursuant to
10 11 U.S.C. §§ 363(b) and (f), determining that Hildreth LLC is entitled to the protections of
11 § 363(m), and authorizing the Trustee to enter into the Agreement with the Randall Parties
pursuant to Federal Rule of Bankruptcy Procedure 9019(a);
- 12 iii. Authorizing the Trustee to execute any documents or take any actions
reasonably necessary to effectuate the terms of the Sale and Settlement;
- 13 iv. Waiving any requirements for lodging periods imposed by Local Bankruptcy
14 Rule 9021-1 and any other applicable bankruptcy rules;
- 15 v. Waiving the stay imposed by Federal Rule of Bankruptcy Procedure 6004(h)
and any other applicable bankruptcy rules.

16 **PLEASE TAKE FURTHER NOTICE** that, subject to Bankruptcy Court approval, the
17 Trustee and the Randall Parties have entered into the Agreement, a true and correct copy
of which is attached as Exhibit 1 to the Motion. The Agreement resolves both pending
18 litigation and a proof of claim filed against the Debtor's Estate by the Randall Parties. It
further provides for the transfer of the Estate's minority interest in Ms. Randall's family
19 home and underlying real property which has no equity and is over-encumbered.

20 The salient terms of the Agreement provide:²

21 1. Allowed Claim. The Randall Parties have agreed and are hereby deemed to
22 have compromised the Randall POC, and therefore a claim in favor of the Randall Parties
and against the Estate shall be allowed in the compromised amount of \$325,000 ("RP
23 Allowed Claim"), which claim shall be subordinated to allowed, unsecured claims including
24 insiders but not any allowed claim of the Baek Parties. The RP Allowed Claim, however,
shall not subordinated to Dan Halvorson's allowed administrative claim granted under
25 section 503(b).

26 2. Sale of Assets. In consideration therefore, and in connection with the
27 compromise and release set forth herein, the Trustee shall and hereby does:
28 a. Transfer and release, as is and where is, without representation or
warranty, and quitclaim to Hildreth LLC, or assignee, all of the Trustee's, Debtor's
and the Estate's right, title and interest, if any, in and to Hildreth House, free and
clear of any claim of the Debtor and the Estate, but subject to the recorded liens of

¹ Capitalized terms have the same meaning or definition as the capitalized terms in the Motion.

² Parties are advised to consult the Agreement for all terms and conditions.

1 record. Notwithstanding the same, in connection with the transfer set forth herein,
2 the Trustee shall execute in recordable form a release of any lis pendens that may
3 be of record on the property, as more fully set forth below. Anything to the contrary
4 notwithstanding, nothing herein is designed to, nor does it, have any effective on
5 the priority or validity of any mortgage or other lien of record as against the Hildreth
6 Property unless specifically set forth herein.

7 b. The Trustee will remain neutral with respect to the potential revival of
8 the 1391 Action in the event that the dismissal thereof is made viable in the event
9 this settlement is not approved, subject to any further action the Trustee may in her
10 discretion choose to pursue in conjunction with her role, if any, in such matter;
11 anything herein to the contrary, the Trustee's neutrality shall survive the termination
12 of this Agreement.

13 c. Transfer and release, as is and where is, and without representation
14 or warranty, and quitclaim to the Randall Parties all of the Trustee's, Debtor's and
15 the Estate's right, title and interest in and to the firearms referred to herein which
16 have little or no realizable value to the Estate.

17 3. Settlement of Litigation. Recognizing that, based upon examination and
18 evaluation of the Trustee, based on the evidence and trial in the 1391 Action, there does
19 not appear to be evidence to support the allegation that the Randall Parties or the Debtor
20 were involved in either an actual or constructive fraudulent conveyance of any interest in
21 Debtor's partial minority interest in Hildreth House and that continued pursuit of litigation to
22 establish same would not likely bear fruit and be a waste of Estate resources. In addition,
23 the Baek Parties stated in the recent meet and confer that if the Trustee dismisses or
24 compromises the claims in this case so that the claims against Dan Halvorson and Ms.
25 Randall are dismissed, the Baek Parties will dismiss their claims. Thus, the Trustee shall
26 dismiss the 1191 Action against the Randall Parties in the 1191 Action with prejudice,
27 recognizing an inability to prevail upon the case in chief; inasmuch as the Baek Parties
28 have made the judicial admission that a failure of the case in chief necessarily causes a
failure of the related 7th and 8th conspiracy causes of action therein, the Trustee's
dismissal shall be of the entire 1191 Action, and the order approving the settlement shall
specifically acknowledge that the dismissal with prejudice of the entire 1191 Action is
appropriate under the circumstances insofar as the Trustee concedes that, after discovery
and prior trial, there is not sufficient or adequate evidence to establish the predicate
fraudulent conveyance claims. Except as to the allowance of the allowed claim and the
administrative claim allowed under section 503(b) as set forth herein, the Randall Parties
acknowledge that the release provided for herein otherwise is a release of the Trustee
and the Estate for any claim of malicious prosecution or other sanctions, and any
administrative claim in relation to their defense of the 1191 Action.

4. Consideration for Sale of Assets. Notwithstanding the *de minimus* value of
the assets being sold, in consideration of the sale of assets, Dan Halvorson shall release
to the Estate and deem there to have been by the Estate a partial satisfaction of the
allowed administrative claim in the amount of \$10,000 (essentially, Trustee's fees for
preparation and pursuit of the related motion), leaving in place an allowed administrative
claim of \$70,000.

5. Releases. Releases are as set forth in the Agreement.

**PLEASE TAKE FURTHER NOTICE that the hearing will be conducted
remotely using ZoomGov. Video and audio connection information for the hearing
will be provided on Judge Clarkson's publicly posted hearing calendar, which may
be viewed online at: <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.**

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PLEASE TAKE FURTHER NOTICE that Local Bankruptcy Rule 9013-1(h) provides the following: "Papers not timely filed and served may be deemed by the Court to be consent to the granting or denial of the motion, as the case may be."

Your Rights May Be Affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

Deadline for Opposition Papers. The Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose the Motion, you must file a written response with the Court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than **14 days** prior to the above hearing date. If you fail to file a written response to the Motion within such time period, the Court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.

Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure. The undersigned hereby verifies that the above hearing date and time were available for this type of Application according to the judge's self-calendaring procedures.

PLEASE TAKE FURTHER NOTICE that any party requesting a copy of the Application or any supporting documents filed with the Court with respect to the Application may contact counsel for the Trustee, Jeffrey I. Golden, Golden Goodrich LLP by email at jgolden@go2.law, by mail at 3070 Bristol Street, Suite 640, Costa Mesa, California 92626, or by telephone at (714) 966-1000.

Dated: January 28, 2025

GOLDEN GOODRICH LLP

By: /s/ Jeffrey I. Golden
JEFFREY I. GOLDEN
Attorneys for Chapter 7 Trustee
Weneta M.A. Kosmala

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

3070 Bristol St., Suite 640, Costa Mesa, CA 92626

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF HEARING ON CHAPTER 7 TRUSTEE'S MOTION FOR ORDER: (1) AUTHORIZING SALE OF REAL PROPERTY SUBJECT TO LIENS, CLAIMS, AND INTERESTS PURSUANT TO 11 U.S.C. §§ 363(b) AND (f); (2) APPROVING BUYER AS GOOD-FAITH PURCHASER PURSUANT TO 11 U.S.C. § 363(m); AND (3) APPROVING SETTLEMENT AGREEMENT BETWEEN THE TRUSTEE, DAN HALVORSON, AND JERRY ANN RANDALL PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **January 28, 2025**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:**

On (*date*) **January 28, 2025**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

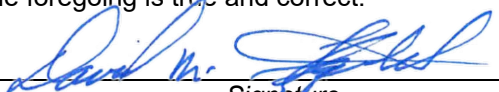
3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

January 28, 2025
Date

David M. Fitzgerald
Printed Name


Signature

TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

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Faye C Rasch faye@wrlawgroup.com, travis@wrlawgroup.com;oa@wrlawgroup.com
Corey B Tolliver ctolliver@vital-enterprises.com, 4394866420@filings.docketbird.com
United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov
Anne A Uyeda auyeda@bklwlaw.com, 7657482420@filings.docketbird.com,docket@bklwlaw.com

SERVED BY UNITED STATES MAIL:

John Olaf Halvorson
Post Office Box 923
Corona Del Mar, CA 92625-5923

DEBTOR

Honorable Scott C. Clarkson
United States Bankruptcy Court
Central District of California, Santa Ana Division
411 W. Fourth St., Ste 5130/Ctrm 5C
Santa Ana, CA 92701-4593

INTERESTED PARTIES

Dan Halvorson
2938 Avenida Pimentera
Carlsbad, CA 92009-6956

Hildreth LLC
Attn: Dan Halvorson
2938 Avenida Pimentera
Carlsbad, CA 92009-6956

Richard Baek et. al.
Forlawn Alterman & Richardson LLP
805 SW Broadway, Ste 2750
Portland, OR 97205

US Bank Home Mortgage
Attn: President
PO Box 6060
Newport Beach, CA 92658-6060

US Bank Home Mortgage
Attn: President
3121 Michelson Drive 5th Floor
Irvine, CA 92612-7672

US Bank Home Mortgage
Attn: President
PO Box 790173
Saint Louis, MO 63179-0173

US Home Mortgage
Attn: President
P O Box 21977
Saint Paul, MN 55121-0977

CREDITORS

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160 N. Riverview Dr., Ste 100
Anaheim Hills, CA 92808-2293

U.S. Bank National Association
Attn: President
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Cincinnati, OH 45202

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Robertson, Anschutz & Schneid, P.L.
6409 Congress Avenue Suite 100
Boca Raton, FL 33487-2853

U.S. Bank National Association
14841 Dallas Parkway, Suite 300
Dallas, TX 75254-7883

U.S. Bank National Association
C/O Buckley Madole, P.C.
12526 High Bluff Drive, Suite 238
San Diego, CA 92130-2066

Arizona Dept. of Real Estate
Christopher J. Dylla
1275 West Washington
Phoenix, AZ. 85007-2926

Baek Ainsworth Property
3855 SW 153rd Drive
Beaverton, OR 97003-5105

Baek Development, LLC
3855 SW 153rd Drive
Beaverton, OR 97006

Baek Family Partnership, LLC
3855 SW 153rd Drive
Beaverton, OR 97006

Baek Uptown Property LLC
3855 SW 153rd Dr
Beaverton OR 97006

(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Bank of America
PO Box 15019
Wilmington, DE 19886-5019

Capital One Bank (USA), N.A.
By American InfoSource LP as agent
PO Box 71083
Charlotte, NC 28272-1083

Capital One Bank (USA), NA
PO Box 60599
City of Industry, CA 91716-0599

Chase Credit Services
Cardmember Services
PO Box 94014
Palatine, IL 60094-4014

Coto de Caza Golf Club
25291 Vista del Verde
Trabuco Canyon, CA 92679-4900

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DBA Granite Bay Partners LLC
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Newport Beach, CA 92660-7330

David E. Hooston
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Newport Beach, CA. 92660-0938

David Hooston
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Miami Beach, FL 33141-5880

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Rancho Santa Margarita, CA 92688-2744

HFI, LLC
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Corona Del Mar, CA 92625-5923

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

Jerry A Randall
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Stockton CA 95212-1410

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MONROE LA 71203-4774

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Portland, OR 97204

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Beaverton, OR 97003-5105

RGJ Baek, LLC
3855 SW 153rd Drive
Beaverton, OR 97003-5105

Richard Baek
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Portland, OR 97229-7038

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Special Operations Bankruptcy Team, MIC: 74
PO Box 9428679
Sacramento, CA 94279-0074

State Board of Equalization
Account Information Group, MIC: 29
PO Box 942879
Sacramento, CA 94279-0029

Thomas H Bienert
Bienert Katzman PC
903 Calle Amanecer Ste 350
San Clemente, CA 92673

US Securities and Exchange Commission
Attn: Bankruptcy Counsel
444 South Flower Street, suite 900
Los Angeles, CA 90071-9591

US Bank - Visa Signature Card
Box 790408
Saint Louis, MO 63179-0408

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
3070 Bristol Street, Suite 640, Costa Mesa, CA 92626

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* 01/28/2025, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

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Service information continued on attached page

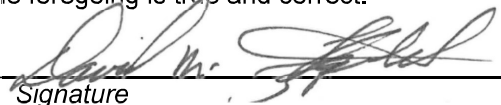
3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

01/28/2025
Date

David M. Fitzgerald
Printed Name


Signature

TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

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Anne A Uyeda auyeda@bklwlaw.com, 7657482420@filings.docketbird.com,docket@bklwlaw.com

SERVED BY UNITED STATES MAIL:

Honorable Scott C. Clarkson
United States Bankruptcy Court
Central District of California, Santa Ana Division
411 W. Fourth St., Ste 5130/Ctrm 5C
Santa Ana, CA 92701-4593