

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>Todd C. Ringstad (State Bar No. 973045) todd@ringstadlaw.com Ashley M. Teesdale (State Bar No. 289919) ashley@ringstadlaw.com RINGSTAD &amp; SANDERS LLP 4910 Birch Street, Suite 120 Newport Beach, CA 92660 Telephone: 949-851-7450 Facsimile: 949-851-6926</p> <p><input type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for: Thomas H. Casey, Chapter 11 Trustee</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

<p>In re: YONDER GLOBAL, PBC</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 22-bk-11652-SC CHAPTER: 7</p> <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>
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<p><b>Sale Date:</b> 08/29/2023</p>	<p><b>Time:</b> 9:30 am</p>
<p><b>Location:</b> Courtroom 5C (via ZoomGov) 411 West Fourth Street, Santa Ana, CA 92701</p>	

**Type of Sale:**  Public  Private      **Last date to file objections:** 08/15/2023

**Description of property to be sold:**

Summary of IP Assets to be sold: (1) Yonder.com Domain Portfolio, including yonder.com domain, collection of non dot-com yonder domains, and common misspellings of the word "yonder"; and (2) Yonder Trademark Portfolio, including US & International Trademarks. Full descriptions of Domain names and Trademarks as provided by Debtor attached as Exhibit 1 to this Notice of Sale; see attached motion on file with the Clerk of Court for additional detail.

**Terms and conditions of sale:**

Subject to overbid. \$35,000 deposit is non-refundable if buyer is approved and fails to close. Balance of purchase price due by 5 business days from entry of court order approving sale. As is, where is sale, with all faults and no representations or warranties regarding the validity or availability of the IP Assets. Purchaser responsible for taking all actions to effectuate transfer of IP Assets. Other terms and conditions apply; see motion on file with Clerk of Court.

**Proposed sale price:** \$ 35,000.00

**Overbid procedure (if any):**

Minimum \$5,000 initial overbid, \$5,000 bidding increments. Potential overbidders must pre-qualify and tender a \$35,000 deposit to Trustee at least 2 business days before sale hearing. See enclosed Notice of Hearing.

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

August 29, 2023 at 9:30 a.m., United States Bankruptcy Court, 411 West Fourth Street, Courtroom 5C, Santa Ana, CA 92701. The hearing will be conducted via ZoomGov. See the Court's tentative ruling posted on the Court's website for instructions on how to attend the hearing. Judge Clarkson's tentative rulings can be located at <https://www.cacb.uscourts.gov/judges/honorable-scott-c-clarkson> by clicking on the Tentative Rulings tab and then the Tentative Rulings link.

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

Ashley M. Teesdale, Ringstad & Sanders LLP; 4910 Birch Street, Suite 120, Newport Beach, CA 92660; ashley@ringstadlaw.com; Telephone: 949-851-7450; Fax: 949-851-6926.

Date: 07/25/2023

#	Select	Domain Name	Whois	Paid Through Date	Status	Renewal Status	TLD
1	<input type="checkbox"/>	yonder.com	<a href="#">View</a>	2028-10-04	Registered Premium Locked	Auto Renewal	.com
2	<input type="checkbox"/>	yonder.am	<a href="#">View</a>	2025-07-10	Registered Locked	Auto Renewal	.am
3	<input type="checkbox"/>	yonder.dk	<a href="#">View</a>	2025-06-30	Registered Locked	Auto Renewal	.dk
4	<input type="checkbox"/>	yonder.al	<a href="#">View</a>	2025-06-12	Registered Locked	Auto Renewal	.al
5	<input type="checkbox"/>	yonder.mk	<a href="#">View</a>	2025-06-10	Registered Locked	Auto Renewal	.mk
6	<input type="checkbox"/>	yonder.co.il	<a href="#">View</a>	2025-06-04	Registered Locked	Auto Renewal	.co.il
7	<input type="checkbox"/>	yonder.lt	<a href="#">View</a>	2025-06-04	Registered Locked	Auto Renewal	.lt
8	<input type="checkbox"/>	yonder.ae	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.ae
9	<input type="checkbox"/>	yonder.at	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.at
10	<input type="checkbox"/>	yonder.by	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.by
11	<input type="checkbox"/>	yonder.cl	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.cl
12	<input type="checkbox"/>	yonder.co.ke	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.co.ke
13	<input type="checkbox"/>	yonder.com.ar	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.com.ar
14	<input type="checkbox"/>	yonder.com.co	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.com.co
15	<input type="checkbox"/>	yonder.community	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.community
16	<input type="checkbox"/>	yonder.cr	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.cr
17	<input type="checkbox"/>	yonder.cz	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.cz
18	<input type="checkbox"/>	yonder.directory	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.directory
19	<input type="checkbox"/>	yonder.ec	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.ec
20	<input type="checkbox"/>	yonder.eco	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.eco
21	<input type="checkbox"/>	yonder.fi	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.fi
22	<input type="checkbox"/>	yonder.fyi	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.fyi
23	<input type="checkbox"/>	yonder.hk	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.hk
24	<input type="checkbox"/>	yonder.id	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.id
25	<input type="checkbox"/>	yonder.international	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.international

#	Select	Domain Name	Whois	Paid Through Date	Status	Renewal Status	TLD
26	<input type="checkbox"/>	yonder.is	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.is
27	<input type="checkbox"/>	yonder.kz	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.kz
28	<input type="checkbox"/>	yonder.lu	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.lu
29	<input type="checkbox"/>	yonder.mn	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.mn
30	<input type="checkbox"/>	yonder.pe	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.pe
31	<input type="checkbox"/>	yonder.ph	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.ph
32	<input type="checkbox"/>	yonder.qa	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.qa
33	<input type="checkbox"/>	yonder.rs	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.rs
34	<input type="checkbox"/>	yonder.si	<a href="#">View</a>	2025-06-03	Registered Unlocked	Auto Renewal	.si
35	<input type="checkbox"/>	yonder.support	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.support
36	<input type="checkbox"/>	yonder.training	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.training
37	<input type="checkbox"/>	yonder.tw	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.tw
38	<input type="checkbox"/>	yonder.vip	<a href="#">View</a>	2025-06-03	Registered Locked	Auto Renewal	.vip
39	<input type="checkbox"/>	yonder.cf	<a href="#">View</a>	2025-06-02	Registered Locked	Auto Renewal	.cf
40	<input type="checkbox"/>	yonder.gr	<a href="#">View</a>	2025-06-02	Registered Locked	Auto Renewal	.gr
41	<input type="checkbox"/>	yonder.li	<a href="#">View</a>	2025-06-02	Registered Locked	Auto Renewal	.li
42	<input type="checkbox"/>	yonder.pt	<a href="#">View</a>	2025-06-02	Registered Locked	Auto Renewal	.pt
43	<input type="checkbox"/>	23horizonway.com	<a href="#">View</a>	2024-11-20	Registered Locked	Auto Renewal	.com
44	<input type="checkbox"/>	yonder.eu	<a href="#">View</a>	2024-11-08	Registered Locked	Auto Renewal	.eu
45	<input type="checkbox"/>	rettlers.com	<a href="#">View</a>	2024-10-23	Registered Locked	Auto Renewal	.com
46	<input type="checkbox"/>	oynder.com	<a href="#">View</a>	2024-09-08	Registered Locked	Auto Renewal	.com
47	<input type="checkbox"/>	yonder.net	<a href="#">View</a>	2024-07-29	Registered Locked	Auto Renewal	.net
48	<input type="checkbox"/>	yonderhosts.com	<a href="#">View</a>	2024-06-20	Registered Locked	Auto Renewal	.com
49	<input type="checkbox"/>	yondergeneralstore.com	<a href="#">View</a>	2024-04-09	Registered Locked	Auto Renewal	.com
50	<input type="checkbox"/>	yomder.com	<a href="#">View</a>	2023-09-08	Registered Locked	Auto Renewal	.com

#	Select	Domain Name	Whois	Paid Through Date	Status	Renewal Status	TLD
51	<input type="checkbox"/>	yonder.com	<a href="#">View</a>	2023-09-08	Registered Locked	Auto Renewal	.com
52	<input type="checkbox"/>	yonder.com	<a href="#">View</a>	2023-09-08	Registered Locked	Auto Renewal	.com
53	<input type="checkbox"/>	yonder.cc	<a href="#">View</a>	2023-09-08	Registered Locked	Auto Renewal	.cc
54	<input type="checkbox"/>	yonder.com	<a href="#">View</a>	2023-09-08	Registered Locked	Auto Renewal	.com
55	<input type="checkbox"/>	yonder.org.cn	<a href="#">View</a>	2023-08-08	Registered Locked	Auto Renewal	.org.cn

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**GLOBAL TRADEMARK PORTFOLIO**  
**REGISTRATIONS/APPLICATIONS/RENEWAL DATES**

**Yonder Global, Inc.**

*current as of December 14, 2022*

*(Robins Kaplan LLP – Attorney-Client Privilege/Attorney Work Product)*

**UNITED STATES – REGISTERED TRADEMARKS**

<b>Mark</b>	<b>App. Serial No.</b>	<b>Filing Date</b>	<b>Registration Info.</b>	<b>Services and International Class</b>	<b>Status</b>
1. YONDER	77/560879	09/02/2008	Registration No. 3652538	IC039 – US100, 105. G & S: Travel information services.	REGISTERED
Owner: Yonder Global, Inc.	Registered 07/07/2009	First Use: 03/27/2009 Use in Commerce: 03/27/2009		Section 8 & 9 (10 year) Declaration and Renewal submitted 1/6/2020. Section 9 is granted.	
				Office Action Issued 02/15/2020 – Section 8 not granted. Response due: 8/15/2020	
				Luvbyrd to Keshian assignment recorded at USPTO: 6/22/2020.	
				Notice of Acceptance and Renewal issued: 6/24/2020.	
				<b>Section 8 &amp; 9 Declaration and Renewal due prior to: 7/9/2029.</b>	

<b>Mark</b>	<b>App. Serial No.</b>	<b>Filing Date</b>	<b>Registration Info.</b>	<b>Services and International Class</b>	<b>Status</b>
2. YONDER Owner: Yonder Global, Inc.	85/893742	04/03/2013	Registration No. 4653620 Registered: 12/09/2014	IC009 – US 021, 023, 026, 036, 038. G & S: Software, namely, computer application software for mobile phones, smart phones, tablet computers, and handheld digital devices for providing information in the fields of travel, outdoor activities, and places for outdoor activities, <b>for enabling participation in an on-line community regarding travel, outdoor activities, and places for outdoor activities, and for enabling social networking in the fields of travel, outdoor activities and places for outdoor activities.</b> [red indicates goods not claimed in Section 15 affidavit]	REGISTERED  Section 8 (6 year) and 15 Declaration and Renewal due prior to: 12/09/2020  File renewal prior to expiration of grace period by 6/9/2021. Need social networking features.  Filed Section 8 Declaration on 5/4/2021 for all classes.  Filed Section 15 Declaration for part of class 9 (see red text in description for goods not included in filing) and all of class 45 on 5/4/2021. Have screen shots of Instagram posts to show continuous use for class 45.  Section 8 and 15 Declarations accepted on 9/3/2021.  <b>Section 8 &amp; 9 Declaration and Renewal due prior to 12/09/2024</b>
				IC045 – US 100, 101. G & S: Providing on-line social networking services in the fields of travel, outdoor activities, and places for outdoor activities.	

<b>Mark</b>	<b>App. Serial No.</b>	<b>Filing Date</b>	<b>Registration Info.</b>	<b>Services and International Class</b>	<b>Status</b>
3.	YONDER 88152038	10/11/2018	Registration No. 6228584  Registered 12/22/2020	IC009, 1B – US 021 023 026 036 038: G & S: A mobile application for booking agri-eco-accommodations in the nature of making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging.  IC043, 1B – US 100, 101 G & S: Providing a website for booking agri-eco accommodations, namely, a website for making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging.	REGISTERED  Office Action Issued 1/23/2019  Deadline to Respond to First Office Action 2/08/2019: Complete  Final Office Action Issued 3/11/2019  Request for Reconsideration after Final Action filed 9/10/2019  Filed Notice of Appeal re: Refusal to Register TM at TTAB 9/10/2019  Office Action issued 10/25/19. Response due: 4/25/2020.  Letter of Protest by Yonder, Inc. accepted 11/22/2019.  Response to Office Action filed 4/24/2020.  Publication date: 7/14/2020.  Opposition period lapsed 8/14/2020.  Notice of Allowance issued 9/08/2020.  Filed Statement of Use: 9/24/2020.  Statement of Use Accepted: 11/14/2020.  <b>Section 8 &amp; 15 Declaration and Renewal due prior to 12/22/2026</b>



**INTERNATIONAL – REGISTERED TRADEMARKS**

**ARGENTINA**

<i>Mark</i>	<i>Application Serial No.</i>	<i>Filing Date</i>	<i>Registration Info.</i>	<i>Services and International Class</i>	<i>Status</i>
1. YONDER Owner: Yonder Global, Inc.	3827760	8/15/2019	Registration No. 3145739 Registered 3/5/2021	IC009 – A mobile application for booking agri-eco accommodations in the nature of making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging	LIVE  REGISTERED  Submitted POA to F/A 10/9/2019  10/11/2019: Trademark application ratified based on POA submitted.  Application published for opposition 5/13/2020. Opposition deadline is <b>6/23/2020</b> .  Requested update on 3/19/21.  Emailed local counsel on 10/20/2022 asking to contact us prior to conducting any work on this file.  <b>Renewal due date:</b> <b>3/5/2031</b>  F/A: Marval, O'Farrell & Mairal Sergio M. Ellmann SME@marval.com

2. YONDER 3827759 8/15/2019 Registration No. 3145740 LIVE  
 IC043 – Providing a website for booking agri-eco-accommodations namely, a website for making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging. REGISTERED  
 Submitted POA to F/A 10/9/2019.  
 10/11/2019: Trademark application ratified based on POA submitted.  
 Application published for opposition on 5/13/2020. Opposition deadline is **6/23/2020**.  
 Requested update on 3/19/21.  
 Emailed local counsel on 10/20/2022 asking to contact us prior to conducting any work on this file.  
**Registration Renewal deadline: 3/5/2031.**  
 F/A: Marval, O'Farrell & Mairal  
 Sergio M. Ellmann  
 SME@marval.com

**AUSTRALIA**

<i>Mark</i>	<i>Application Serial No.</i>	<i>Filing Date</i>	<i>Registration Info.</i>	<i>Services and International Class</i>	<i>Status</i>
1. YONDER Yonder Global, Inc.	1601035	01/15/14	Registration No. 1601035  Entered on Register: 06/10/2016  Priority date: 01/15/2014	IC009 – Software, namely, computer application software for mobile phones, smartphones, tablet computers, and handheld digital devices for providing information in the fields of travel, outdoor activities, and places for outdoor activities, for enabling participation in an on-line community regarding travel, outdoor activities, and places for outdoor activities, and for enabling social networking in the fields of travel, outdoor activities and places for outdoor activities.	REGISTERED  <b>Renewal due: 01/15/2024.</b>  F/A: FB Rice
2. YONDER  Applicant: Twenty Three Horizon Way, LLC  (Assignment recorded)  Owner: Yonder Global, Inc.	2039789	4/11/2019	Registration No. 2039789  Registered: 12/6/2021  Priority date: 10/11/2018	IC045 – Providing on-line social networking services in the fields of travel, outdoor activities, and places for outdoor activities.  IC009 – A mobile application for booking agri-eco accommodations in the nature of making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging.  IC043 -- Booking agri-eco-accommodations namely, making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging via a website.	REGISTERED  1/20/2020 – Notification of Provisional Refusal issued.  Provisional Refusal Response due: <b>3/22/2021</b> (Refusal says holder has until <b>4/20/2021</b> to overcome issues but responses should get to office no later than 20 business days prior to <b>4/20/2021</b> ).  Examiner raised these issues in the Provisional Refusal: *a minor classification query on the basis that the class 43 claim is too vague for classification purposes. * raised citation objections on the basis of earlier marks 1601035 YONDER, 1651257 YONDER and 1789105 YONDER.

F/A recommends:

\*Make minor amendment to class 43 services classification.

\*If there is no evidence of use of the subject mark in Australia available, he recommends assigning the subject application to Yonder Global, Inc., and subsequently filing submissions arguing that the subject application has prior registered rights for similar goods, and that there is no overlap in the goods protected under earlier mark 1789105 and the claimed goods and services. The mark can then be assigned back.

9/25/2020 - D.M. authorized amendments of descriptions. Will forward assignments and respond to rest of F/A's email soon.

9/26/2020 – Notice from IP Australia: The trademark has not yet been protected in Australia. Grounds for refusal based on an opposition may be raised after the expiry of the 18 month time limit. You will be advised of the opposition period.

2/26/2021 – F/A filed Response to Provisional Refusal.

Received Adverse Examination Report dated 3/31/21 from Examiner.  
Examiner maintained provisional refusal against class 43. Prospects of overcoming the objections are less than 30%.

Other options:

1. File evidence of use.
2. Seek consent of owner of cited mark. Conduct further searches.
3. File non-use cancellation against cited mark. Conduct searches first.
4. Take no action.
5. Request hearing from senior examiner.

Deadline is **4/20/21** – if need to apply for extension or deferment.

4/19/2021 - DM instructed F/A to apply for 3 month extension and conduct a search for use of cited YONDER mark.

4/19/2021 - Extension granted. Deadline to respond to office action is **July 20, 2021**.

F/A found no use of cited mark YONDER (Yonder Group USA) in AU and recommends filing non-use cancellation. (results of search and recommendations in letter dated 4/22/2021). Will need to file extension of July 20 deadline if owner of cited Yonder mark opposes cancellation of its mark.

7/11/2021 – Email received from D. Bogunovic asking if we want to ask for extension of July 20 deadline to respond to Adverse Examination Report. D.M. emailed D. Bogunovic asking whether non-use cancellation was filed as recommended. Extension to respond was to be filed if owner of cited Yonder mark responded to the non-use cancellation.

7/14/2021: DM instructed local counsel to proceed with filing of non-use removal application against Yonder Reg. No. 1651287. Also instructed to file request to defer acceptance of YONDER pending outcome of non-use application.

7/17/2021: Local counsel notified DM that IP Australia acknowledged receipt of non-use application. If Yonder Group USA does not file a Notice of Intention to Oppose the application, the mark will be removed from the register.

[Side issue in emails discussing Australia application: WANDER mark - F/A analysis re: Wander mark – recommends taking no action. Marks are not similar and F/A does not find that Yonder Global's YONDER mark is in use in AU.]

9/23/2021 – IP Australia will be removing the Yonder Group USA YONDER mark from the register for non-use. Examination of client's mark will recommence upon completion of the non-use removal. Client's mark will have 6 days to gain acceptance before a further request for extension of at least one month will be required.

Notice of Acceptance issued by the Australia IP Office on 9/29/2021. Opposition period is two months from 9/29/2021. If no party opposes, the mark will be protected.

Emailed local counsel on 10/20/2022 asking to contact us

prior to conducting any work on this file.

**Expiry date: 4/11/2029**

F/A: FB Rice  
Michael Seifried  
Diana Bogunovic  
mseifried@ftbrice.com.au  
dbogunovic@ftbrice.com.au

**CANADA**

**Mark Application Serial No. Filing Date Registration Info. Services and International Class Status**

1.	YONDER	1645970	10/02/2013	Registration No. TMA920097	Goods (1) Software, namely, computer application software for mobile phones, smart phones, tablet computers, and handheld digital devices for providing information in the fields of travel, outdoor activities, and places for outdoor activities, for enabling participation in an on-line community regarding travel, outdoor activities and places for outdoor activities.  Services (2) Providing on-line social networking services in the fields of travel, outdoor activities, and places for outdoor activities.	REGISTERED  <b>Registration Expiry Date: 11/12/2030</b>  Emailed local counsel on 10/20/2022 asking to contact us prior to conducting any work on this file.
	Owner: Yonder Global, Inc.		Priority Filing Date: 4/03/2013	Registered: 11/12/2015		
					Classification data (this information is from the CIPO database) <b>Disclaimer</b> The classification data is provided for information and searching purposes only. CIPO does not warrant the accuracy of the classes assigned to the trademark. This data has no legal value of any kind. 9 - Electrical, scientific and teaching apparatus and software 41 - Education and entertainment 45 - Personal and legal	

**EUROPEAN UNION (EUTM)**

<i>Mark</i>	<i>Application Serial No.</i>	<i>Filing Date</i>	<i>Registration Info.</i>	<i>Services and International Class</i>	<i>Status</i>
1. YONDER Yonder Global, Inc.	012535472	1/27/2014	Registration No. 021535472  EUTM Registered: 06/20/2014	IC009 – Software, namely, computer application software for mobile phones, smartphones, tablet computers, and handheld digital devices for providing information in the fields of travel, outdoor activities, and places for outdoor activities, for enabling participation in an on-line community/regarding travel, outdoor activities, and places for outdoor activities, and for enabling social networking in the fields of travel, outdoor activities and places for outdoor activities.  IC045- Providing on-line social networking services in the fields of travel, outdoor activities, and places for outdoor activities.	REGISTERED  <b>Expiry date: 01/27/2024</b>  Emailed local counsel on 10/20/2022 asking to contact us prior to conducting any work on this file.
2. YONDER  Owner: Yonder Global, Inc.  Applicant: Twenty Three Horizon Way, LLC (assigned to Yonder Global, Inc.)	IR No. 1489426	4/11/2019	WO1489426 Registration Date: 11/4/2019 IR Accepted: 03/03/2020	IC009 -- A mobile application for booking agri-eco accommodations in the nature of making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging.  IC043 -- Providing a website for booking agri-eco-accommodations namely, a website for making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging.	F/A Marks and Clerk LLP Clair Keating <a href="mailto:ckeating@marks-clerk.com">ckeating@marks-clerk.com</a> REGISTERED  Notice that EU found no grounds for refusal. Mark is subject to opposition until 2/3/20.  Opposition period ended w/no opposition on 2/3/20.  Statement of Grant of Protection issued by EUIPO on 04/03/2020.  <b>Expiry date: 11/4/2029</b>  Emailed local counsel on 10/20/2022 asking to contact us prior to conducting any work on this file.  F/A: Marks & Clerk Birmingham Clair Keating <a href="mailto:ckeating@marks-clerk.com">ckeating@marks-clerk.com</a>

NEW ZEALAND

<i>Mark</i>	<i>Application Serial No.</i>	<i>Filing Date</i>	<i>Registration Info.</i>	<i>Services and International Class</i>	<i>Status</i>
1. YONDER Owner: Yonder Global, Inc.	IR No. 1489426 NZ Case No.: 1131124	4/11/2019	Registration No. 1131124 Deemed registration date: 10/11/2018 Entered on Register on 11/30/2021	IC009 – A mobile application for booking agri-eco accommodations in the nature of making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging. IC043 -- Providing a website for booking agri-eco-accommodations namely, a website for making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging.	REGISTERED  Provisional Refusal – similar trademark- issued 2019.11.17. <b>Response due by 9/26/20.</b>  In refusal, examiner cited prior Yonder mark as similar. F/A recommends: If there has been no use of the subject mark in New Zealand, I recommend, in the first instance, seeking an extension of the response deadline, and in the meantime, conducting further searches to ascertain the extent of use in New Zealand of cited mark with a view to file a non-use cancellation when possible after 2/9/21.  F/A will apply for a 4 month extension to file the response. These are generally granted automatically.  Extension approved on 9/25 and deadline extended to <b>1/26/2021.</b>  Extension request granted 1/28/2021. <b>Response deadline is now: 5/26/2021.</b>  DM instructed F/A on 4/13 to proceed with non-use cancellation and abeyance request.  F/A filed non-use cancellation against YONDER 1070974 on April 15, 2021. Yonder Holdings must file Counter-Statement and Evidence of Use by <b>6/19/21.</b>  F/A filed request for abeyance pending the outcome of the non-use cancellation/revocation proceedings. The application has been placed in abeyance.  Yonder Holdings did not file Counter-Statement by deadline. Commissioner issued decision 6/28/21 revoking Yonder Holding's trademark as of 4/15/21 provided there is no appeal within 20 working days of 6/28/21.  Per F/A's 7/28/21 email: Yonder Holdings Ltd's Yonder



registration #1070974 in class 43 has been revoked. Client's application is no longer in abeyance. The examiner will reexamine the application and either issue a further compliance report or a notice acceptance.

Notice of Acceptance issued 8/27/2021. Opposition period is three months from that date. If no party opposes, the mark will register.

9/13/2021 – received interim status report of NZ IP Office.

Received WIPO notice of registration on 12/1/2021.

Emailed local counsel on 10/20/2022 asking to contact us prior to conducting any work on this file.

F/A: FB Rice  
Michael Seifried  
Diana Bogunovic  
mseifried@fbrice.com.au  
dbogunovic@fbrice.com.au

PERU

<i>Mark</i>	<i>Application Serial No.</i>	<i>Filing Date</i>	<i>Registration Info.</i>	<i>Services and International Class</i>	<i>Status</i>
1. YONDER  Owner: Yonder Global, Inc.	810898	8/14/2019	Registration No. 28503  Registered February 11, 2020	IC009 – Mobile application (software) for booking agri-eco-accommodations in the nature of making booking temporary lodging for agricultural tourism and booking of eco-lodging”.  IC043 – Services for providing food and drink; temporary accommodation; booking temporary agri-eco-accommodations provided through a website, namely, booking temporary lodging for agricultural tourism provided through a website and booking of temporary eco-lodging provided through a website.	REGISTERED  Published: 8/26/2019  Opposition Filed by Importadora E Distribuidora Ltda in IC009 – notified by A. Barreda on 10.15.2019. They will file answer to opposition w/o dividing the application if instructions are not received in two weeks.  Answer filed on 11/15/19. 2/11/2020 - The registration of YONDER in IC 043 was granted, but the opposition was sustained for YONDER in IC 09. Instructions on how to proceed (whether to file a motion for reconsideration deleting certain goods from 09 and dividing the application) are due by 3/13/2020 – FINAL DEADLINE is 3/18/2020.  Per email of 3/5, F/A will file motion for reconsideration in IC 09 with proposed amendment to delete the class description and maintain specific goods of interest. Directed not to divide application.  Reconsideration filed 3/10/2020.  9/28/2020: Motion of Reconsideration sustained. Mark will register.  Registered. A registration may be cancelled upon request of a third party if mark has not been used in at least one Andean country w/in 3 years preceding the cancellation action.  Emailed local counsel on 10/20/2022 asking to contact us prior to conducting any work on this file.  <b>Expiry date: February 11, 2030</b>  F/A: Barreda Moller Alfredo Barreda mail@barredamoller.com

**SOUTH AFRICA**

<i>Mark</i>	<i>Application Serial No.</i>	<i>Filing Date</i>	<i>Registration Info.</i>	<i>Services and International Class</i>	<i>Status</i>
1. YONDER	2019/11229	4/23/2019	Registration No. 2019/11229	IC009 -- A mobile application for booking agri-eco accommodations in the nature of making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging.	REGISTERED
Owner: Twenty Three Horizon Way, LLC			Registered 2/15/2022		Submitted POA to F/A 8/29/19  Registrar accepted application subject to submission of POA and if client agrees to the association of the trade marks with each other. F/A recommends agreeing to requirement. Response due by 8/26/20.  F/A Responded to Registrar's Examination Report 8/3/20. Takes 8-10 months to receive signed Notice of Acceptance. After receipt, F/A will attend to publication. If no opposition, registrations will issue 6 months later.  Requested update on 3/19/21. Counsel out of office until 3/23/21.  8/25/2021 - Applications published in Patent Journal. Three month opposition period runs through 11/25/2021. If no opposition, registrations issued 6-8 months later.
<b>Expiry date: 4/23/2029</b>					
Emailed local counsel on 10/20/2022 asking to contact us prior to conducting any work on this file.					
F/A: Kisch IP Pamela Maluleke (no longer with firm) <a href="mailto:pamelam@kisch-ip.com">pamelam@kisch-ip.com</a>					

<i>Mark</i>	<i>Application Serial No.</i>	<i>Filing Date</i>	<i>Registration Info.</i>	<i>Class</i>	<i>Status</i>
2. YONDER Owner: Twenty Three Horizon Way, LLC	2019/11230	4/23/2019	Registration No. 2019/112230  Registered 2/8/2022	IC043 -- Providing a website for booking agri-eco- accommodations namely, a website for making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging	REGISTERED  Submitted POA to F/A 8/29/19  Registrar accepted application subject to submission of POA and if client agrees to the association of the trademarks with each other. F/A recommends agreeing to requirement. Response due by 8/26/20.  F/A Responded to Registrar's Examination Report 8/3/20. Takes 8-10 months to receive signed Notice of Acceptance. After receipt, F/A will attend to publication. If no opposition, registrations will issue 6 months later.  Requested update on 3/19/21.  <b>Expiry date: 4/23/2029</b>  Emailed local counsel on 10/20/2022 asking to contact us prior to conducting any work on this file.  Local Counsel: Kisch IP Pamela Maluleke (no longer with firm) <a href="mailto:pamelam@kisch-ip.com">pamelam@kisch-ip.com</a>

**SOUTH KOREA**

<b>Mark</b>	<b>Application Serial No.</b>	<b>Filing Date</b>	<b>Registration Info.</b>	<b>Services and International Class</b>	<b>Status</b>
1. YONDER	IR: 1489426	04/11/2019	Registration No. 1489426  Grant of Registration: 2/8/2021  Priority Date: 10/11/2018	IC009 -- -- A mobile application for booking agri-eco accommodations in the nature of making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging.  IC043 -- -- Providing a website for booking agri-eco-accommodations namely, a website for making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging.	REGISTERED  Under Examination as of 2/17/2020.  7/14/2020 – Provisional refusal issued – conflict with Wonder mark (reg. no. 4020130084396). Response due 2 months from date of notification was issued. <b>(9/14/2020)</b>  Response submitted 9/14/20. If the refusal ground becomes resolved and other refusal grounds are not found, the KIPO will issue a Decision of Publication. As soon as we receive an official notice from the KIPO, we will report to you.  Grant of Protection issued: 2/8/2021.
				<b>Expiration date: 4/11/2029</b>	
				Emailed local counsel on 10/20/2022 asking to contact us prior to conducting any work on this file.	
				F/A: Kim and Cho kimandcho@kimandcho.com	

UNITED KINGDOM

<i>Mark</i>	<i>Application Serial No.</i>	<i>Filing Date</i>	<i>Registration Info.</i>	<i>Services and International Class</i>	<i>Status</i>
1. YONDER  Owner: Yonder Global, Inc.	IR No.: 1489426	4/11/2019	Registration No. UK00801489426  International Registration Date: 04/11/2019  Date of entry in register 3/4/2020  Priority Date: 10/11/2018	IC009 – A mobile application for booking agri-eco accommodations in the nature of making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging.  IC043-Providing a website for booking agri-eco accommodations, namely, a website for making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging.	REGISTERED  WIPO issued Notification of Partial Refusal of Protection and Specification not understood (IC 043) to holder on 10/18/2019. Response due by 12/7/2019.  Response filed, Examiner accepted amendment and put forward for publication.  Published on 12/13/19.  Opposition period ended w/no opposition on 2/13/2020.  Statement of Grant of Protection issued 19/2/2020  <b>Renewal Date: 04/11/2029</b>
2. YONDER  Yonder Global, Inc.  (UK Clone of EUTM registration – cloned as of 1/1/2021 after Brexit)	012535472	1/27/2014	UK Reg. No.: UK00912535472  [Cloned from EUTM Registration No. 021535472 EUTM Registered: 06/25/2014]	IC009 – Software, namely, computer application software for mobile phones, smartphones, tablet computers, and handheld digital devices for providing information in the fields of travel, outdoor activities, and places for outdoor activities, for enabling participation in an on-line community/regarding travel, outdoor activities, and places for outdoor activities, and for enabling social networking in the fields of travel, outdoor activities and places for outdoor activities.  IC045- Providing on-line social networking services in the fields of travel, outdoor activities, and places for outdoor activities.	REGISTERED  <b>Expiry date: 01/27/2024</b>  Emailed local counsel on 10/20/2022 asking to contact us prior to conducting any work on this file.  Local Counsel: Marks & Clerk LLP Alpha Tower, Suffolk St. Queensway, Birmingham, B1 1TT, UK Clair Keating ckeating@marks-clerk.com  <b>Renewal Date: 04/11/2029</b>  Emailed local counsel on 10/20/2022 asking to contact us prior to conducting any work on this file.  Local Counsel - Marks and Clerk LLP Clair Keating <a href="mailto:ckeating@marks-clerk.com">ckeating@marks-clerk.com</a>

**INTERNATIONAL –PENDING APPLICATIONS**

**BRAZIL**

<i>Mark</i>	<i>Application Serial No.</i>	<i>Filing Date</i>	<i>Registration Info.</i>	<i>Services and International Class</i>	<i>Status</i>
1. YONDER Owner: Yonder Global, Inc.	918062802	8/27/2019	Registration No. N/A  Registered N/A	IC009 - A mobile application for booking agri-eco accommodations in the nature of making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging.	PENDING  Submitted POA 10/23/19 to F/A  POA filed 10/24/2019.  Opposition filed by YOUNDER Tecnologia e Servicos S.A.. Deadline to file response: 5/2/2020 – postponed to 6/16/2020. Postponed to 6/27/2020. Postponed to 7/17/2020. DM instructed counsel on July 10 to respond to opposition and then seek co-existence agreement.  Filed Reply to Opposition on 7/17/2020.  Decision not expected for 8-12 months.  9/29/20 - Brazilian PTO rejected the application. <b>Appeal deadline is 11/28/2020.</b>  Foreign counsel said on 11/24 that chance of success on appeal is 40% or lower. On 11/30 foreign counsel said will take no further action in the absence of instructions.  F/A: Dannemann, Siemsen, Bigler & Ipanema Moreira Mauro Ivan C. Ribeiro Dos Santos <a href="mailto:mauro@dannemann.com.br">mauro@dannemann.com.br</a>

**CANADA**

<b>Mark</b>	<b>Application Serial No.</b>	<b>Filing Date</b>	<b>Registration Info.</b>	<b>Services and International Class</b>	<b>Status</b>
1. YONDER  Owner: Twenty Three Horizon Way, LLC	1956973	4/11/2019  Priority Date 10/11/2018	Registration No. N/A  Registered N/A	IC009: A mobile application for booking agri-eco accommodations in the nature of making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging.  IC043 - Providing a website for booking agri-eco-accommodations namely, a website for making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging.	PENDING  Formalized  No office action issued as of 2/17/2020.  ORGM is the only adverse mark  12/30/2020: Application likely to come up for examination in April 2021 per foreign counsel. Counsel recommends getting mark assigned to Yonder Global, Inc.  1/6/2021: Cost to record is \$450CAD. Cost to prepare assignment is \$275CAD. They would need to become agent of record to assign.  Awaiting Examination as of 4/8/2022.  5/30/2022 – Pre-Assessment Letter Sent Goods or Services Not Acceptable.  Emailed local counsel on 10/20/2022 asking to contact us prior to conducting any work on this file.  Local counsel: Sanjukta Tole (Ms.) – <b>resigned from firm on 5/2021</b> . Marks & Clerk Canada tole@marks-clerk.ca  Prior local counsel – still on record as agent: Fasken Martineau DuMoulin LLP Janine MacNeil <a href="mailto:jmacneil@fasken.com">jmacneil@fasken.com</a> FASKEN MARTINEAU DUMOULIN LLP 2900 - 550 BURRARD STREET VANCOUVER BRITISH COLUMBIA V6C0A3



**JAPAN**

<i>Mark</i>	<i>Application Serial No.</i>	<i>Filing Date</i>	<i>Registration Info.</i>	<i>Services and International Class</i>	<i>Status</i>
1. YONDER  Owner: Yonder Global, Inc.	IR No. 1489426	4/11/2019	Registration No. N/A  Registered N/A	IC009 -- A mobile application for booking agri-eco accommodations in the nature of making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging.  IC043 -- Providing a website for booking agri-eco accommodations namely, a website for making reservations and booking temporary lodging for agricultural tourism and booking of eco-lodging	PENDING  Notice of Provisional Refusal issued 10/19/2020.  DM Emailed K. Taguchi 2/4/21 requesting comment on refusal. K. Taguchi responded 2/4/21 that he will provide an opinion on the refusal for a fee if requested.  Application on hold as per client (see 1/24/2022 email from DM which is summary).  F/A: None appointed Tomohiro Nakamura Ken Taguchi (2 FAs emailed for quotes)

1 Todd C. Ringstad (State Bar No. 97345)  
todd@ringstadlaw.com  
2 Ashley M. Teesdale (State Bar No. 289919)  
ashley@ringstadlaw.com  
3 RINGSTAD & SANDERS LLP  
4910 Birch Street, Suite 120  
4 Newport Beach, CA 92660  
Telephone: 949-851-7450  
5 Facsimile: 949-851-6926

6 General Bankruptcy Counsel for  
Karen Sue Naylor, Chapter 7 Trustee  
7

8 **UNITED STATES BANKRUPTCY COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION**

10 In re  
11 YONDER GLOBAL, PBC,

Case No. 8:22-bk-11652-SC

Chapter 7 Proceeding

12  
13 Debtor

**NOTICE OF MOTION OF CHAPTER 7  
TRUSTEE FOR ORDER:**

- 14 **(1) APPROVING SALE OF IP ASSETS OF**  
**THE DEBTOR FREE AND CLEAR OF**  
**LIENS, CLAIMS, AND**  
**ENCUMBRANCES PURSUANT TO**  
**11 U.S.C. §§ 363(b), 363(f), AND 363(m);**  
15 **(2) APPROVING OVERBID**  
**PROCEDURES;**  
16 **(3) APPROVING THE REJECTION OF AN**  
**EXECUTORY CONTRACT; AND**  
17 **(4) WAIVING THE STAY OF RULE 6004(h)**

18 Date: August 29, 2023

19 Time: 9:30 a.m.

20 Place: Courtroom 5C [via ZoomGov]  
411 West Fourth Street  
Santa Ana, CA 92701

21  
22  
23 **TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES**  
**BANKRUPTCY JUDGE, OFFICE OF THE UNITED STATES TRUSTEE, AND TO ALL**  
24 **INTERESTED PARTIES:**

25 **PLEASE TAKE NOTICE** that Karen Sue Naylor, Chapter 7 Trustee (the “Trustee”) of  
the bankruptcy estate (the “Estate”) of debtor Yonder Global, PBC (“Debtor”) has submitted his  
26 Motion (the “Motion”) for an order approving the sale of the Estate’s interest in certain  
intellectual property assets (the “IP Assets”), subject to overbids, and free and clear of liens,  
27 claims, and encumbrances pursuant to 11 U.S.C. §§ 363(b), 363(f), and 363(m). The Trustee  
further seeks approval of the overbid procedures, the Trustee’s rejection of an executory contract,  
28 and for waiver of the stay of Rule 6004(h).

1           **PLEASE TAKE FURTHER NOTICE** that on August 29, 2023 at 9:30 a.m., a hearing  
2 will be held on the Motion via ZoomGov. Please refer to the Court’s tentative ruling posted on  
3 the Court’s website prior to the hearing for instructions on how to attend the hearing. Judge  
4 Clarkson’s tentative rulings can be located at [https://www.cacb.uscourts.gov/judges/honorable-](https://www.cacb.uscourts.gov/judges/honorable-scott-c-clarkson)  
5 [scott-c-clarkson](https://www.cacb.uscourts.gov/judges/honorable-scott-c-clarkson) by clicking on the Tentative Rulings tab and then the Tentative Rulings link.

6           **PLEASE TAKE FURTHER NOTICE** that a copy of the full and complete Motion,  
7 together with its supporting Memorandum of Points and Authorities, declarations and exhibits  
8 may be obtained by written request directed to Ashley M. Teesdale, Esq., at the address indicated  
9 in the upper-left hand corner of the first page of this document. A summary of the salient terms  
10 of the Motion follows:

11           A Chapter 7 Trustee has a duty to collect and reduce to money the property of the estate as  
12 expeditiously as is compatible with the recoveries of parties in interest. In this case, the Debtor  
13 owns certain IP Assets, including a domain name portfolio and a trademark portfolio, which are  
14 fully described in exhibit 1 to the Term Sheet and Purchase Agreement and its attachments  
15 (“Purchase Agreement”) which is attached as Exhibit “A” to the Motion. **The Trustee has no  
16 personal knowledge as to the accuracy of the information contained in the descriptions of  
17 the IP Assets described in exhibit 1 to the Purchase Agreement, which were provided to her  
18 by the representatives of the Debtor. She makes no representation as to the completeness or  
19 accuracy of the description of the IP Assets attached to the Purchase Agreement. The assets  
20 that are the subject of this sale are being sold “as is, where is” and without warranty as to  
21 validity or availability. Each interested party is cautioned that all bidders and the eventual  
22 buyer must conduct their own due diligence as to the validity and enforceability of the  
23 domains and trademarks that are the subject of this sale, and the Trustee and Estate make  
24 no warranties or representations with respect thereto. The successful buyer will also be  
25 responsible for taking all actions necessary, including payment of any fees, to effectuate the  
26 transfer of the IP Assets. The Trustee will reasonably cooperate in such efforts.**

27           The IP Assets are summarized as follows:

28           **Yonder.com Domain Portfolio**

- Includes the yonder.com domain and a large collection of non dot-com yonder domains as well as common misspellings of the word “yonder.”

**YONDER Trademark Portfolio**

- US & International
- Federal Trademark Office
- May be value bundled with Yonder.com domain

          The Trustee, with the assistance of her counsel, has marketed the IP Assets and negotiated the Purchase Agreement with a proposed buyer, Yonder, Inc. to purchase the IP Assets and intends to solicit overbids and conduct an auction at the sale hearing.

          As part of the Purchase Agreement, the Trustee and the proposed buyer, Yonder, Inc. (“Proposed Buyer” or “YNC”) also agree to the rejection of an executory contract, the Trademark Coexistence and Settlement Agreement (“Settlement Agreement”) that was entered into prepetition between the Debtor and the Proposed Buyer. A copy of the Settlement Agreement is attached as Exhibit 2 to the Purchase Agreement.

          For the reasons set forth in the Motion, the Trustee believes that the terms of the Purchase Agreement are fair and reasonable, and the overbid procedures are reasonably calculated to obtain the highest and best price for the IP Assets. The Trustee, in her business judgment, believes that the sale of the IP Assets described in this Motion is in the best interests of creditors. The Trustee respectfully requests that the Court enter an order approving the sale of the IP Assets as an appropriate exercise of her business judgment and granting the other relief requested in this Motion.

1           **The Terms of the Purchase Agreement<sup>1</sup> with the Proposed Buyer are summarized as**  
2           **follows:**

- 3           1. YNC agrees to purchase, and the Trustee agrees to sell the IP Assets, for the greater of  
4           \$35,000.00 or the Final Bid Price (the “Purchase Price”), subject to the terms and  
5           conditions set forth herein. A down payment of \$35,000 (the “Deposit”) is due within  
6           five days of execution of the Purchase Agreement by all parties. The Trustee  
7           acknowledges receipt of the Deposit from YNC. The balance of the purchase price, if  
8           any, shall be paid to the Trustee within five business days after entry of the Order of  
9           the Bankruptcy Court approving the proposed sale of the IP Assets to YNC.
- 10          2. The Trustee and YNC agree that the Settlement Agreement is deemed rejected under  
11          11 U.S.C § 365(d)(1), and has no further force and effect. All parties are relieved of  
12          their respective rights, duties, and obligations under the Settlement Agreement. The  
13          rejection of the Settlement Agreement remains valid and enforceable even if YNC is  
14          not the Successful Bidder, unless the Trustee, YNC, and the Successful Bidder agree  
15          otherwise.
- 16          3. The obligations of the Parties to the Purchase Agreement are subject to approval by  
17          the Bankruptcy Court of a motion seeking approval of the sale on the terms set forth in  
18          the Purchase Agreement (the “Sale Motion”) and entry of an order approving the sale  
19          (the “Sale Order”).
- 20          4. YNC’s Deposit will be held until confirmation of the sale and shall be refundable only  
21          in the event that (i) the sale is not approved by the Bankruptcy Court for reasons other  
22          than the withdrawal of YNC from the sale; or (ii) YNC is outbid by a competing  
23          bidder and the sale to the bidder closes.
- 24          5. YNC agrees that it shall not have a right of first refusal with respect to bidding on the  
25          IP Assets and shall not be entitled to receive 3% of the total sale price in the event of a  
26          sale to an overbidder and that any terms in the Settlement Agreement to the contrary  
27          are of no force and effect.
- 28          6. The purchase by YNC is subject to overbids from third parties. The detailed overbid  
procedures are set forth in Section III below. If qualifying overbids are received by  
the Trustee, an auction between YNC and any qualifying overbidders shall take place  
at the Sale hearing. The Proposed Buyer may submit subsequent bids on the same  
terms described in the below overbid procedures. The “Successful Bidder” is the  
prevailing bidder, whether YNC or a competing bidder, whose bid is accepted by the  
Trustee at the Sale Hearing and confirmed by the Court.
7. The balance of any purchase price must be received by the Trustee within five  
business days of the entry of the Bankruptcy Court Order approving this Agreement  
and the sale to a Successful Bidder. The closing shall occur within five business days  
following entry of the order of the Bankruptcy Court approving the sale, unless an  
order has been entered staying the sale or the Trustee agrees to an extension of the  
closing.
8. In the event of default by the Successful Bidder, the Successful Bidder’s deposit shall  
become non-refundable and the Trustee shall retain the Deposit as an asset of the  
Estate, and as liquidated damages being a reasonable estimate of the fair market value  
of the damages caused to Seller as a result of the Successful Bidder’s failure to close.
9. The IP Assets will be sold to the Successful Bidder as-is, with all faults and without

<sup>1</sup> The below terms are a summary only; interested parties should thoroughly review the Purchase Agreement attached as Exhibit “A” to the Motion. If there is any discrepancy or confusion between the Purchase Agreement and the terms summarized below, the Purchase Agreement governs.

1 warranty. The Successful Bidder will be responsible for taking all actions, including  
2 preparation of any documents required, to effectuate the proper transfer of the IP  
3 assets to the Successful Bidder. These actions also include payment of any costs or  
4 fees that may be required to sell, transfer or register the Successful Bidder's interests  
5 in the IP Assets and to preserve, reinstate, or obtain access to the IP Assets. The  
6 Trustee will cooperate with the Successful Bidder in the effectuation of the transfer,  
7 including signing all documents required to effectuate the transfer of any of the IP  
8 Assets.

9 The Trustee believes, in her business judgment, that the offer from YNC is within the  
10 reasonable range the Estate can expect to receive for the IP Assets, and that with the additional  
11 testing of the market provided by continuing to market the property and solicit overbids as  
12 described in the overbid procedures, the ultimate sale price will be a fair price consistent with  
13 market values.

14 **The proposed terms for overbids are as follows:**

15 To obtain the highest and best price for the benefit of the creditors of the Estate, the  
16 Trustee proposes that the sale of the IP Assets be subject to overbid on the following terms:

- 17 A. Overbids must be made and received by the Trustee at least two business days  
18 prior to the hearing on the Sale Motion (the "Sale Hearing"). The Minimum Initial  
19 Overbid is \$40,000.00, which is \$5,000 more than the YNC'S proposed Purchase  
20 Price, and on terms that are similar to the other terms set forth herein for YNC'S  
21 purchase of the IP Assets. Subsequent bids shall be in increments of no less than  
22 \$5,000. Any overbidder must provide a deposit of no less than \$35,000.00 to the  
23 Trustee at least two business days before the Sale Hearing in addition to evidence  
24 of their financial ability to pay the balance of the sales price. If qualifying  
25 overbids are received by the Trustee, an auction between YNC and any qualifying  
26 overbidders shall take place at the Sale hearing.
- 27 B. In the event of overbids from one or more third parties, YNC and all qualified  
28 overbidders shall also be permitted to submit overbids. Each overbid submitted by  
29 YNC or third parties must be at least \$5,000 more than the preceding bid. The  
30 Trustee reserves the right, in her exercise of reasonable business discretion, to  
31 determine the most favorable bid considering all factors, and shall recommend  
32 confirmation of the most favorable bid by the Court. All overbids must be on the  
33 same terms and conditions as set forth herein, or such other terms and conditions  
34 as the Trustee in her sole discretion may determine are no less favorable to the  
35 Estate. The prevailing bidder, whose bid is accepted by the Trustee at the Sale  
36 Hearing and confirmed by the Court, whether YNC or a competing bidder, is  
37 referred to herein as the "Successful Bidder."
- 38 C. The balance of any purchase price must be received by the Trustee within five  
39 business days of the entry of the Bankruptcy Court Order approving this  
40 Agreement and the sale to a Successful Bidder.
- 41 D. The IP Assets will be sold to the Successful Bidder as-is, with all faults and  
42 without warranty. The Successful Bidder will be responsible for taking all actions,  
43 including preparation of any documents required, to effectuate the proper transfer  
44 of the IP assets to the Successful Bidder. These actions also include payment of  
45 any costs or fees that may be required to sell, transfer or register the Successful  
46 Bidder's interests in the IP Assets and to preserve, reinstate, or obtain access to the  
47 IP Assets. The Trustee will cooperate with the Successful Bidder in the  
48 effectuation of the transfer, including signing all documents required to effectuate  
49 the transfer of any of the IP Assets.
- 50 E. The obligation of the Successful Bidder to purchase the IP Assets is subject to (i)  
51 entry of an Order of the Bankruptcy Court approving a sale of the IP Assets to the

1 Successful Bidder; (ii) a finding by the Bankruptcy Court that the Successful  
2 Bidder is a good faith purchaser entitled to the protections of Section 363(m); and  
3 (iii) no order staying the sale having been entered by any Court prior to the  
4 closing. The closing shall occur within five business days following entry of the  
5 order of the Bankruptcy Court approving the sale, unless an order has been entered  
6 staying the sale or the Trustee agrees to an extension of the closing.

7 F. In the event of default by the Successful Bidder, the Successful Bidder's deposit  
8 shall become non-refundable and the Trustee shall retain the Deposit as an asset of  
9 the Estate, and as liquidated damages being a reasonable estimate of the fair  
10 market value of the damages caused to Seller as a result of the Successful Bidder's  
11 failure to close.

12 G. In the event of a successful overbid, the party making the second-highest bid may  
13 agree to leave its Deposit with the Trustee and be confirmed as the "Back-Up  
14 Bidder," and, in the event that the Successful Bidder fails to timely perform by  
15 payment in full of the purchase price within five business days following entry of  
16 the Sale Order, the Trustee may cancel the sale to the Successful Bidder as a result  
17 of its default and sell the IP Assets to the second highest bidder for the amount of  
18 its last and final bid without further application to the court or order.

19 The Trustee believes that the foregoing procedures will provide for an orderly completion  
20 of the sale of the IP Assets by permitting all bidders to compete on similar terms, and will allow  
21 all interested parties and the Court to compare competing bids in order to realize the greatest  
22 possible benefit to the Estate.

23 **The Trustee Proposes to Sell the Property Free and Clear of Liens, Claims, and  
24 Encumbrances as follows:**

25 The Trustee has reviewed the Debtor's schedules, amended schedules, and proofs of claim  
26 filed with the Clerk of the Court. Only a single, unperfected lien has been asserted against the IP  
27 Assets. On February 8, 2023, Sarah Southwell, the wife of the Debtor's CEO/Chairman, filed a  
28 proof of claim ("Southwell Claim") on behalf of the Sarah A Southwell Revocable Trust  
("Southwell Trust"). The Southwell Claim asserts a fully secured claim in the amount of  
\$1,200,000 based on a "loan" and secured by a "Loan agreement." The "Basis for perfection"  
listed is "Loan agreement." The Claim does not attach any evidence that either the Debtor or the  
Southwell Trust filed a financing statement or took any other steps to perfect the security interest  
asserted in the Southwell Claim.

The Debtor's amended schedule D ("Amended Schedule D") lists a single claim owing to  
the Sarah A Southwell Revocable Trust in the amount of \$1,200,000 with the description,  
"Unperfected security interest in and lien on substantially all of the assets of the Borrower." The  
Trustee has also conducted a UCC search for the Debtor's name on the California Secretary of  
State's website, and there were no liens for a debtor with the name "Yonder Global." Based on  
the Debtor's representation under penalty of perjury that the security interest asserted in the  
Southwell Claim is unperfected, the lack of evidence provided by the Southwell Trust to establish  
otherwise, and the Trustee's UCC search, the Trustee objects to the treatment of the Southwell  
Claim as secured. Accordingly, the Trustee is concurrently filing an objection to the Southwell  
Claim seeking to reclassify the Southwell Claim as unsecured.

**IF YOU DO NOT OPPOSE THE MOTION, you need take no further action.**

**IF YOU DESIRE TO OPPOSE THE MOTION, Local Bankruptcy Rule 9013-1(f)**  
25 **requires you to file and serve a written response not later than 14 days before the date**  
26 **designated for hearing on the Motion. You must file your response with the Clerk of the**  
27 **above-captioned Court located at 411 West Fourth Street, Santa Ana, California, and serve**  
28 **copies on Ringstad & Sanders LLP to the attention of Ashley M. Teesdale, Esq. at the**  
**address indicated in the upper-left hand corner of this document and the Office of the**  
**United States Trustee, 411 West Fourth Street, Suite 7160, Santa Ana, CA 92701-4593.**

1 Pursuant to Local Bankruptcy Rule 9013-1(f)(1), such response must be “A complete  
2 written statement of all reasons in opposition thereto or in support, declarations and copies  
3 of all photographs and documentary evidence on which the responding party intends to  
4 rely, and any responding memorandum of points and authorities.” Failure to timely file  
5 and serve such response might result in the Court granting the Motion without any hearing.  
6 **SEE LOCAL BANKRUPTCY RULE 9013-1.**

7 The Motion is based upon the attached Memorandum of Points and Authorities, the  
8 Declarations of Karen Sue Naylor and Don Fife, and supporting exhibits filed concurrently, the  
9 separate Notice of the Motion, all pleadings, papers and records on file with the Court and such  
10 other evidence, oral or documentary, as may be presented to and considered by the Court,  
11 including prior to or at the hearing on this Motion.

12 WHEREFORE, the Trustee respectfully requests that the Court enter an order:

13 1. Authorizing the sale of the IP Assets to the proposed buyer on the terms set  
14 forth in the Purchase Agreement, or to any qualified overbidder according to the terms and  
15 conditions described in this Motion and in the Purchase Agreements, free and clear of any  
16 liens, interests and encumbrances;

17 2. Approving the overbid procedures;

18 3. Finding that the sale of the IP Assets was conducted in good faith within  
19 the meaning of 11 U.S.C. § 363(m), and that the Trustee and buyer of the IP Assets are  
20 entitled to the benefits and protections of this subsection of the Bankruptcy Code;

21 4. Authorizing the Trustee to sign any and all documents, to undertake any  
22 non-material amendments and modifications, and to take any actions, that are necessary to  
23 complete the sale of the IP Assets to the highest qualified bidder without further notice,  
24 hearing or order of this Court;

25 5. Authorizing the Trustee to reject, and deeming rejected, pursuant to 11  
26 U.S.C. § 365, the terms of the Settlement Agreement, as defined and described in the  
27 Purchase Agreement;

28 6. Waiving the 14-day stay of Rule 6004(h) of the Federal Rules of  
Bankruptcy Procedure;

7. For such other and further relief as the Court deems just and proper.

Dated: July 25, 2023

RINGSTAD & SANDERS LLP

By: 

Todd C. Ringstad

General Bankruptcy Counsel to  
Karen Sue Naylor, Chapter 7 Trustee

### 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:  
4910 Birch Street, Suite 120, Newport Beach, CA 92660.

A true and correct copy of the foregoing document entitled (*specify*): Notice of Motion Of Chapter 7 Trustee For Order: (1) Approving Sale Of IP Assets Of The Debtor Free And Clear Of Liens, Claims, And Encumbrances Pursuant To 11 USC §§363(b), 363(f), And 363(m); (2) Approving Overbid Procedures; (3) Approving The Rejection Of An Executory Contract; and (4) Waiving The Stay of Rule 6004(h) 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 July 25, 2023, 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:

- **Karen S Naylor (TR)** alane@ringstadlaw.com, knaylor@IQ7technology.com;ecf.alert+Naylor@titlexi.com
- **Todd C. Ringstad** becky@ringstadlaw.com, arlene@ringstadlaw.com
- **United States Trustee (SA)** ustpreion16.sa.ecf@usdoj.gov
- **Bennett G Young** byoung@jmbm.com, jb8@jmbm.com

Service information continued on attached page

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

On July 25, 2023, 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.

Honorable Scott C. Clarkson  
U.S. Bankruptcy Court  
Ronald Reagan Federal Building  
411 W. Fourth Street, Suite 5130  
Santa Ana, CA 92701-4593

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 \_\_\_\_\_, 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.

July 25, 2023  
Date

Becky Metzner  
Printed Name

/s/ Becky Metzner  
Signature



Label Matrix for local noticing

0973-8

Case 8:22-bk-11652-SC

Central District of California

Santa Ana

Mon Jul 24 14:07:35 PDT 2023

Santa Ana Division

411 West Fourth Street, Suite 2030,

Santa Ana, CA 92701-4500

Farm Stay USA LLC  
Prescott Jones/Farm Stay USA LLC

20368 Honey Grove Rd

Alsea, OR 97324-7902

AZ Department of Economic Security

PO Box 6028

Phoenix AZ 85005-6028

1075 Sleeping Child Rd

Hamilton, MT 59840-9771

AirDNA

1507 Blake Street

Denver, CO 80202-1321

Andrade Gonzales LLP

634 South Spring Street Top Floor

Los Angeles, CA 90014-3921

Andrade Gonzalez LLP

634 South Spring Street, Top Floor

Los Angeles, CA 90014-3921

ECF Service

Bennett G. Young, Esq.

Jeffer Mangels Butler &amp; Mitchell LLP

Two Embarcadero Center, Fifth Floor

San Francisco, CA 94111-3823

California Dept of Tax &amp; Fee Admin

Account Information Group MIC 29

PO Box 942879

Sacramento, CA 94279-0029

Carlotta Colacurcio

Via Delmare 241

Milano, Italy 20142

Chase Banking CC

PO Box 182051

Columbus, OH 43218-2051

Chetu

1500 Concord Ter Suite 100

Sunrise, FL 33323-2815

Corrine Stewart

17 rue de Lignac

Leognan, France 33850

Derek Newsom

414 Jersey Street

Silverton, OR 97381-1733

Derke Newsom

414 Jersey Street

Silverton, OR 97381-1733

FRANCHISE TAX BOARD

BANKRUPTCY SECTION MS A340

PO BOX 2952

SACRAMENTO CA 95812-2952

Farm Stays North America

20368 Honey Grove Road

Alsea, OR 97324-7902

Full Stack Finance

1112 Montana Avenue #116

Santa Monica, CA 90403-1652

HQ Grubhub Holdings Inc.

111 W Washington Street

Suite 2100

Chicago, IL 60602-2783

Hubspot

c/o MB&amp;W Bldg

26000 Cannon Road

Cleveland, OH 44146-1807

IPLA, LLP

Attn: Benjamin S. Shite

4445 Eastgate Mall Suite 200

San Diego, CA 92121-1979

IRS

PO Box 7346

Philadelphia, PA 19101-7346

Iterable Inc.

71 Stevenson Street Suite 300

San Francisco, CA 94105-2985

Iterable, Inc

71 Stevenson St

Ste #300

San Francisco, CA 94105-2985

JPMorgan Chase Bank, N.A.

s/b/m/t Chase Bank USA, N.A.

c/o Robertson, Anschutz, Schneid,  
& Crane LLP

6409 Congress Avenue, Suite 100

Boca Raton, FL 33487-2853

Jacqui Taylor

Suite 029 Postnet Gansbaai

Private Bax X1 Western Cape

South Africa Gansbaai 7220

Joe F. Tarver

4710 N. Caida Place

Tucson, AZ 85718-6728

Jon Mick

PO Box 1017

Round Rock, TX 78680-1017

Juliana Linder

1841 SW Troon Avenue

Bend, OR 97702-3146

Katharine Millonzi  
PO Box 1017  
Hudson, NY 12534-9017

Lisa Frank  
17 Lakemoore Drive NE  
Rome, GA 30161-8655

3133 W Frye Road Suite 400  
Chandler, AZ 85226-5166

Mary Hitchcock  
47 Albergar  
San Clemente, CA 92672-9403

Matthew Schmidgall  
3407 Karen Avenue  
Long Beach, CA 90808-3006

Nicole Brunet  
3519 Country Tree Court  
San Jose, CA 95127-2400

ODR Bkcy  
955 Center St NE  
Salem OR 97301-2553

PCI Proxy  
c/o Datatrans Ltd  
Kreuzbuhlstrasse 26  
Zurich, Switzerland 8008

Pendo  
418 South Dawson  
Raleigh, NC 27601-1723

Perkins Coie LLP  
PO Box 24643  
Seattle, WA 98124-0643

Podcats Productions Ltd  
Unill, Hove Business Center Fontil Rd  
Hove East Sussex, UK  
BN3 6HA

Rachel Lowe  
2802 Belmont Avenue  
Ardmore, PA 19003-1922

Robins Kaplan LLP  
2121 Avenue of the Stars, Suite 2800  
Los Angeles, CA 90067-5052

Rooster Creative Limited  
320 Garratt Lane  
London, UK SW18 4EJ

Sarah A Southwell Revocable Trust  
1075 Sleeping Child Road  
Hamilton, MT 59840-9771

ScienceSoft USA Corporation  
5900 S Lake Forest Drive Suite 300  
McKinney, TX 75070-2238

Segment  
101 Spear Street FL1  
San Francisco, CA 94105-1580

Shout Communications Ltd  
71-75 Shelton Street  
Convent Garden  
London, UK WC2H 9JQ

Siriol SRL  
Via Carlo Pisacane 24  
Milano, Italy 20129

State of Delaware  
Div of Corporations  
PO Box 5509  
Binghamton, NY 13902-5509

State of Minnesota  
Dept. of Revenue  
600 N Roberts  
St. Paul, MN 55101

State of Minnesota, Department of Revenue  
c/o Minnesota Revenue  
PO Box 64447 - BKY  
St. Paul, MN 55164-0447

(p) TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
REVENUE ACCOUNTING DIV - BANKRUPTCY SECTION  
PO BOX 13528  
AUSTIN TX 78711-3528

Texas Comptroller of Public Accounts  
C/O Office of the Attorney General  
Bankruptcy & Collections Division MC-008  
PO Box 12548  
Austin TX 78711-2548

Tim Southwell  
1075 Sleeping Child Road  
Hamilton, MT 59840-9771

Toptal LLC  
2810 N Church Street #36879  
Wilmington, DE 19802-4447

Tourism & Hospitality Management  
56 Railway Crescent  
Shipston on Stour Warwickshire, UK  
CV36 4GE

Tourism and Hospitality Management, Ltd.  
56 Railway Crescent  
Shipston-on-Stour, Warwickshire, UK, CV3

US Farm Stay Association  
20368 Honey Grove Road  
Aalsea, OR 97324-7902

United Agents LLP  
12-26 Lexington Street  
London, UK W1F 0LE

Value Intersect Consulting  
1411 Gorham Street  
Austin, TX 78758-3725

Wakefield Research LLC  
1600 Wilson Boulevard  
Suite 200  
Arlington, VA 22209-2505

We Work Commons LLC  
115 W 18th Street  
New York, NY 10011-4113

White Stallion Ranch, Inc., an Arizona corpo  
c/o Joe F. Tarver  
4710 N. Caida Place  
Tucson, AZ 85718-6728

Whitney Altafi  
8301 Twilight Terrace Drive  
Austin, TX 78737-3533

Whitney Altafi  
c/o Evans & Assoc  
120 Cherokee Bldg. 2  
San Antonio, TX 78232-2902

Whitney Altafi  
c/o George F. Evans  
120 Cherokee Lane  
San Antonio, tX 78232-2902

Xolo Go OU  
KMKR No. EE101793070  
Kalasadama 4  
Tallinn, Estonia 10415

Yonder, Inc.  
a North Carolina Corporation  
778 Asheville Road Suite 100  
Asheville, NC 28803

Bennett S Young  
Two Embarcadero Ctr 5th Fl  
San Francisco, CA 94111-3813

(p) KAREN S NAYLOR TR  
4910 BIRCH STREET SUITE 120  
NEWPORT BEACH CA 92660-2188

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

State of Texas  
Controller of Public Accounts  
PO Box 149348  
Austin, TX 78714-9348

Karen S Naylor (TR)  
Karen Sue Naylor, Trustee  
4910 Birch Street, Suite 120  
Newport Beach, CA 92660

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Ringstad & Sanders LLP  
4910 Birch Street  
Suite 120  
Newport Beach, C 92660 United States

(d) Farm Stay USA LLC  
Prescott Jones  
Farm Stay USA LLC  
20368 Honey Grove Rd  
Alsea, OR 97324-7902

(d) Farm Stays North America LLC  
20368 Honey Grove Rd  
Alsea OR 97324-7902

(d) Franchise Tax Board  
Bankruptcy Section MS A340  
PO BOX 2952  
Sacramento CA 95812-2952

(u) Ideasoftware  
Lahoyski Path 22A Apt 171 Ofc 6  
Minsk, Belarus 220090

(d) Tourism and Hospitality Management Limited  
56, Railway Crescent,  
Shipston On Stour,  
Warwickshire, UK  
CV36 4GE

End of Label Matrix	
Mailable recipients	73
Bypassed recipients	8
Total	81

### 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:  
4910 Birch Street, Suite 120, Newport Beach, CA 92660.

A true and correct copy of the foregoing document entitled (*specify*): 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 July 25, 2023, 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:

- **Karen S Naylor (TR)** alane@ringstadlaw.com, knaylor@IQ7technology.com;ecf.alert+Naylor@titlexi.com
- **Todd C. Ringstad** becky@ringstadlaw.com, arlene@ringstadlaw.com
- **United States Trustee (SA)** ustpreion16.sa.ecf@usdoj.gov
- **Bennett G Young** byoung@jmbm.com, jb8@jmbm.com

Service information continued on attached page

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

On July 25, 2023, 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.

Honorable Scott C. Clarkson  
U.S. Bankruptcy Court  
Ronald Reagan Federal Building  
411 W. Fourth Street, Suite 5130  
Santa Ana, CA 92701-4593

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 \_\_\_\_\_, 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.

July 25, 2023  
Date

Becky Metzner  
Printed Name

/s/ Becky Metzner  
Signature