

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE:**FAIR FINANCE COMPANY,**

Debtor.

)
)
)
)
)
)

Case No. 10-50494

Chapter 7

Judge Jessica E. Price Smith

**TRUSTEE'S MOTION FOR ENTRY OF ORDERS (1) ESTABLISHING PROCEDURES
FOR THE MARKETING AND SALE OF CERTAIN PERSONAL PROPERTY OF THE
ESTATE FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES, AND (2)
APPROVING THE SALE OF CERTAIN PERSONAL PROPERTY OF THE ESTATE,
FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES PURSUANT TO 11
U.S.C. § 363 AND BANKRUPTCY RULE 6004**

Brian A. Bash (the “**Trustee**”), the duly-appointed chapter 7 trustee for Fair Finance Company (the “**Debtor**”) in this case, hereby moves the Court for entry of orders (1) establishing procedures for the marketing and sale of certain personal property of the estate free and clear of liens, claims, and encumbrances, and (2) approving the sale of certain personal property of the estate, free and clear of liens, claims and encumbrances pursuant to 11 U.S.C. § 363 and Bankruptcy Rule 6004.

The Trustee has received an offer from SLFAQ, LLC (“**SLFAQ**”) to purchase all remaining, unliquidated property of the estate other than stock in CLST Holdings, Inc. and a screenplay that the Trustee intends to separately administer (all such remaining, unliquidated property, other than the stock in CLST Holdings, Inc. and the screenplay, collectively, the “**Remnant Assets**”). The Remnant Assets consist primarily of the Debtor’s uncollected accounts receivable and the Trustee’s uncollected judgements against third parties. Pursuant to proposed bidding procedures set forth below, the Trustee proposes to conduct a private marketing effort by directly soliciting bids from a list of other potential buyers who regularly purchase assets of a similar kind in an effort to obtain the highest price for the Remnant Assets.



105049422031400000000001

The Trustee proposes that SLFAQ act as the stalking horse bidder for such sale process, with reasonable and customary overbid requirements. In further support of this motion, the Trustee states as follows:

JURISDICTION

1. The Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The Trustee consents to the entry of final orders by the Bankruptcy Court concerning the matters at issue herein.

3. The statutory bases for the relief requested herein relating to the sale of estate assets are 11 U.S.C. §§ 363(b) and (f).

FACTUAL AND PROCEDURAL BACKGROUND

4. On March 2, 2010, the United States Trustee appointed the Trustee as the chapter 7 trustee in the Debtor's above-captioned bankruptcy case (the "**Bankruptcy Case**") *nunc pro tunc* effective February 24, 2010 (Docket No. 41). Thereafter, the Trustee proceeded to marshal and liquidate the assets of the Debtor's estate, including pursuit of numerous claims held by the estate.

5. All significant litigation brought by the Trustee in connection with the Bankruptcy Case has now concluded and the Trustee has now liquidated or otherwise disposed of the vast majority of the estate's assets. The only assets remaining in the estate are cash, the Remnant Assets, the stock in CLST Holdings, Inc. (the "**Stock**"), and a National Lampoon screenplay (the "**Screenplay**"). The Trustee is proceeding to efficiently and expeditiously liquidate the remaining non-cash assets of the estate in advance of winding up the estate and seeking a final decree in the Bankruptcy Case.

6. The Trustee recently received an offer from SLFAQ to purchase the Remnant Assets, subject to a competitive bid process with SLFAQ acting as the stalking horse bidder. The pertinent terms of SLFAQ's bid, which are detailed more fully in the proposed *Sale of Remnant Assets Including Current Collection Suits* attached hereto as Exhibit A (the "**Stalking Horse APA**"), are as follows:

- a. Stalking Horse Purchase Price: \$10,000.00, payable as (i) a \$1,000.00 deposit due at the time the Stalking Horse APA is executed and (ii) \$9,000.00 due within three (3) business days of receipt by SLFAQ of the Court's approval of the sale to SLFAQ.
- b. Overbid Amount: \$1,000.00

7. The Trustee seeks approval of the following proposed bid procedures (the "**Bid Procedures**") to govern the marketing and sale of the Remnant Assets (the "**Auction**"):

Marketing and Selection of Qualified Bidders

- a. Within three (3) business days after the Court's approval of the Bid Procedures, the Trustee will send by email or overnight mail, as applicable, at the below addresses a copy of the Stalking Horse APA, the Bid Procedures, the order approving the Bid Procedures, and a listing of the known Remnant Assets to each of the following potential buyers believed by the Trustee to regularly purchase assets of a similar kind (the "**Solicited Bidders**"):
 - i. Oak Point Partners (jake@oakpointpartners.com);
 - ii. Finalize Bankruptcy, Inc. (rjp@finalizebankruptcy.com; peggy@finalizebankruptcy.com);
 - iii. Cranehill Capital LLC (gmullen@cranehill.com);
 - iv. Financial Recovery Strategies (njung@frsco.com);
 - v. Cash for Interests, LLC (angie@cashforinterests.com); and

- vi. The Pullman Group, LLC (dpullman@pullmanbonds.com).
- b. Any interested bidder, including, without limitation, the Solicited Bidders, that wishes to be authorized to participate in the Auction (a “**Qualified Bidder**”), must submit a written notice of intent to bid (a “**Notice of Intent to Bid**”) in accordance with these Bid Procedures to the Trustee by 5:00 p.m. Eastern Time on April 1, 2022. Notices of Intent to Bid may be submitted via email to bbash@bakerlaw.com and afletcher@bakerlaw.com.
- c. All Notices of Intent to Bid must (1) fully identify the bidder and any affiliate who will participate in bidding, (2) fully identify any joint bids, (3) not contain any financing contingency, (4) include sufficient financial information to demonstrate to the Trustee that the potential bidder is financially capable of fulfilling its payment obligations if it submits the winning bid, and (5) be accompanied by a draft of the potential bidder’s proposed form of asset purchase agreement or a mark-up showing the potential bidder’s proposed changes to the Stalking Horse APA.
- d. All Qualified Bidders shall be required to make a good-faith deposit in the amount of \$1,000.00 (a “**Deposit**”) at least two (2) business days prior to the scheduled date of the Auction in order to participate at the Auction. All Deposits shall be transmitted to the Trustee by wire transfer to be held in trust by the Trustee in his IOLTA account until the conclusion of the Auction. The Deposit of any Qualified Bidder that is not determined to be the Winning Bidder (as defined below) shall be returned within three (3) business days following the conclusion of the Auction.

- e. The Trustee shall evaluate all Notices of Intent to Bid upon receipt, determine which interested bidders are Qualified Bidders, and notify all interested bidders of such determination promptly, but in no event less than three (3) business days prior to the scheduled date of the Auction.

Sale, Approval and Closing Procedures

- f. If the Trustee determines that there are one or more Qualified Bidders, other than SLFAQ, then the Trustee shall conduct the Auction via telephone or a generally available videoconferencing platform (*e.g.*, Zoom or Microsoft Teams) beginning at 10:30 a.m. Eastern Time on April 13, 2022. The Auction shall continue until such time as the Trustee determines the highest or otherwise best bid (the “**Winning Bid**” and the bidder making it, the “**Winning Bidder**”). The Trustee may, in his sole discretion, adjourn the Auction and recommence it at a later time, provided that notice of the time and date of such resumed Auction shall be provided to all Qualified Bidders prior to such resumption.
- g. SLFAQ shall serve as the stalking horse for the Auction pursuant to the terms of the Stalking Horse APA and shall automatically be deemed a Qualified Bidder.
- h. All competing bids at the Auction shall be subject to a reserve price of \$11,000.00 (the “**Reserve Price**”). No bid below the Reserve Price will be accepted. No bid subject to a financing contingency will be accepted.
- i. The Trustee may, in his sole discretion, establish a required bid increment by which any subsequent bid at the Auction must exceed the highest initial bid.
- j. The Trustee shall determine which bid at the Auction is the Winning Bid and shall reject any bid determined to be inadequate or insufficient, not in conformity with these Bid Procedures, or not in the best interests of the estate; provided that if no

other bidders are determined to be Qualified Bidders prior to the scheduled date of the Auction then SLFAQ's bid in the Stalking Horse APA shall be deemed the Winning Bid.

- k. Any bid made at the Auction must contain no financing or due diligence contingency and must be payable in cash. Each bid must be accompanied by a proposed asset purchase agreement setting forth the proposed bidder's offer and evidence of each proposed bidder's financial ability to consummate the sale.
- l. Within three (3) business days of receipt by the Winning Bidder of notice from the Trustee of the Court's approval of the sale to the Winning Bidder (the "**Closing Date**"), the Winning Bidder shall tender the balance of the purchase price to the Trustee by wire transfer of immediately available funds and the Remnant Assets shall thereafter be transferred to the Winning Bidder pursuant to the purchase agreement between the Trustee and the Winning Bidder (the "**Closing**").
- m. If the Winning Bidder fails to tender the balance of the purchase price to the Trustee by the Closing Date, then the Winning Bidder's Deposit shall be forfeited to the Trustee as liquidated damages, and the Trustee may, in his sole discretion, proceed to execute an agreement with, and seek approval of the Court to sell the Remnant Assets to, the bidder submitting the next highest bid at the Auction (provided that such bidder shall be required to tender a new Deposit to the Trustee); provided, however, that nothing herein shall prohibit the Trustee from agreeing to postpone the Closing Date of a sale to the Winning Bidder if the Trustee determines that doing so is in the best interests of the estate.

- n. All bids shall be subject to the approval of the Bankruptcy Court and shall be conditioned upon entry of a final sale order and execution by the Winning Bidder of an appropriate asset purchase agreement.
- o. Within one (1) business day following the conclusion of the Auction or the date on which the Auction is cancelled if the Trustee determines there are no other Qualified Bidders, the Trustee shall file with the Court a notice of the identity of the Winning Bidder, the amount of the Winning Bid, and a copy of the proposed asset purchase agreement with the Winning Bidder (collectively, the “**Winning Bid Notice**”).
- p. The Court shall conduct a hearing to consider approval of the sale to the Winning Bidder and entry of a final sale order on April 26, 2022, at 10:30 a.m. Eastern Time. Any general objections to the sale, or to the entry of a final sale order by the Court must be in writing, filed with the Court and served on counsel for the Trustee no later than March 9, 2022. Any specific objections relating to the conduct of the Auction, the identity of the Winning Bidder, or the amount of the Winning Bid must be in writing, filed with the Court and served on counsel for the Trustee no later than April 19, 2022.

RELIEF REQUESTED

8. The Trustee seeks the entry as soon as practicable of an order approving the Bid Procedures and authorizing the Trustee to market the Remnant Assets and conduct the Auction pursuant thereto. The Trustee also seeks the entry of an order following the filing of the Winning Bid Notice (i) authorizing the Trustee to sell the Remnant Assets to the Winning Bidder, free and clear of liens, claims and encumbrances, (ii) authorizing the Trustee to take such other actions related to such sale to the Winning Bidder as may be appropriate or necessary, (iii)

waiving the 14-day stay of such order under Bankruptcy Rule 6004(h), and (iv) granting such other and further relief as is just and proper.

BASIS FOR RELIEF

9. The Bankruptcy Code authorizes a trustee to sell property of the estate after notice and a hearing and permits such sales to be free and clear of other interests. 11 U.S.C. §§ 363(b) & (f). While section 363 does not lay out a specific standard for assessing a trustee's motion to sell estate property, "[o]rdinarily, the position of the trustee is accorded deference, particularly where business judgment is entailed." *In re Engman*, 395 B.R. 610, 625 Bankr. W.D. Mich. 2008) (*quoting In re Lahijani*, 325 B.R. 282, 288-289 (B.A.P. 9th Cir. 2005)).

10. In the Trustee's business judgment, the marketing and auction process set out in the Bid Procedures, including having SLFAQ act as stalking horse pursuant to the bid contained in the Stalking Horse APA, is likely to lead to the highest net recovery on the Remnant Assets by the estate. *See* Declaration of Brian Bash, attached hereto as Exhibit B (the "**Bash Declaration**"), at ¶ 9.

11. As discussed above, the Remnant Assets consist primarily of uncollected accounts receivable and the Trustee's uncollected judgments against third parties. *Id.* at ¶ 4. Much of the accounts receivable and judgments may be against uncollectable account debtors and judgment debtors and, the Trustee believes that his legal fees and other costs associated with realizing on those assets could well exceed the likely gross recovery on those assets. *Id.* at ¶ 5.

12. In the exercise of his business judgment, the Trustee has determined that the sale price under the proposed Stalking Horse APA with SLFAQ is a fair price that exceeds his likely net recovery on the Remnant Assets if they were liquidated piecemeal. *Id.* at ¶ 6. Moreover, under the proposed Bid Procedures, the Trustee will solicit possible higher or better bids from a number of additional potential purchasers that the Trustee has determined, through his own

research, regularly purchase assets of a similar kind to the Remnant Assets. *Id.* at ¶ 7. In the Trustee's business judgment, this process will result in the highest likely net recovery for the estate on the Remnant Assets by minimizing associated transaction costs and eliminating costly broker's fees or other advertising expenses. *Id.* at ¶ 8.

13. Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, or lease of property...is stayed until the expiration of 14 days after the entry of the order, unless the court orders otherwise." Here, given the nature of the Remnant Assets and the likely sale price therefore, the Trustee respectfully submits that waiver of the stay under Bankruptcy Rule 6004(h) is appropriate under the circumstances.

CONCLUSION

WHEREFORE, the Trustee respectfully requests the entry as soon as practicable of an order approving the Bid Procedures and authorizing the Trustee to market the Remnant Assets and conduct the Auction pursuant thereto. The Trustee also respectfully requests the entry of an order following the filing of the Winning Bid Notice (i) authorizing the Trustee to sell the Remnant Assets to the Winning Bidder, free and clear of liens, claims and encumbrances, (ii) authorizing the Trustee to take such other actions related to such sale to the Winning Bidder as may be appropriate or necessary, (iii) waiving the 14-day stay of such order under Bankruptcy Rule 6004(h), and (iv) granting such other and further relief as is just and proper.

Dated: March 14, 2022

Respectfully submitted,

/s/ Adam L. Fletcher

Adam L. Fletcher (0085201)

BAKER & HOSTETLER LLP

127 Public Square, Suite 2000

Cleveland, OH 44114

Telephone: 216-621-0200

Fax: 216-696-0740

Email: afletcher@bakerlaw.com

Counsel for the Trustee

EXHIBIT A

STALKING HORSE APA

SALE OF REMNANT ASSETS INCLUDING CURRENT COLLECTION SUITS

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of February 22, 2022, is by and between Brian A. Bash as Trustee of Fair Finance Company (“Seller” or “Estate”) and its affiliates, (the “Company”) presently operating under Chapter 7 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Ohio (Case No. 10-50494) and SLFAQ, LLC (“Purchaser”).

WITNESSETH:

WHEREAS, on or about February 24, 2010, Brian A. Bash was appointed as Trustee for Fair Finance Company pursuant to Chapter 7 of the United States Bankruptcy Code in the case pending before the United States Bankruptcy Court for the Northern District of Ohio (Case No. 10-50494). Pursuant to the Bankruptcy Code, the Trustee has been charged with liquidating the assets of the estate for the benefit of creditors.

WHEREAS, at the time of the execution of this Agreement and continuing into the future, there may be property of the Estate remaining, consisting of accounts receivable, judgments, shares of stock, as well as known or unknown assets or claims which have not been previously sold, assigned, or transferred (collectively, “Remnant Assets”); and

WHEREAS, Remnant Assets specifically exclude: (a) cash held at the time of this Agreement in the bank account of Seller and/or the Company; (b) the Purchase Price (as hereinafter defined) to be delivered pursuant hereto; (c) any proceeds of assets or claims of the Company or Estate which have been previously sold, assigned, or transferred; and (d) any assets or claims of the Company or Estate, or proceeds thereof, which are specifically excluded from this Agreement, including (i) rights to royalties and other income from the National Lampoon screenplay and (ii) all stock in CLST Holdings, Inc.; and

WHEREAS, subject to Bankruptcy Court approval pursuant to an order approving the sale of the Remnant Assets to Purchaser pursuant hereto, Seller has the power and authority to sell and assign all right, title and interest in and to the Remnant Assets to Purchaser, including, but not limited to the proceeds thereof.

NOW THEREFORE, in consideration of the promises and mutual undertakings herein contained, Seller and Purchaser agree as follows:

1. **Purchase Price.** The “Purchase Price” shall be good funds in the amount of \$10,000.00 payable as follows: (a) \$1,000 as a deposit due upon execution of this Agreement; and (b) \$9,000 within three (3) business days of receipt by Purchaser of Court approval of the sale to Purchaser pursuant to this executed Agreement (the date of such payment, the “Closing Date”).

2. **Bidding Process and Breakup Fee.** Purchaser understands that this sale is subject to higher and better offers in a bankruptcy court process. Seller and Purchaser agree that for the purposes of bidding the next highest bid must be \$11,000, and bidding will continue thereafter until a successful bidder is identified by the Seller subject to review by the Bankruptcy Court.

3. **Assignment of Remnant Assets.** Seller hereby irrevocably and unconditionally sells, assigns, transfers and conveys to Purchaser all of the Seller's right, title and interest under, in and to the Remnant Assets, as well as any and all claims and rights related to the Remnant Assets, including, without limitation, all cash, securities, instruments and other property that may hereafter be paid or issued in conjunction with the Remnant Assets and all amounts, interest, and costs due under the Remnant Assets.

4. **Authority to Sell.** The sale of the Remnant Assets by the Seller is made pursuant to the authority vested in the Seller and approved by the Bankruptcy Court.

5. **Payments Received on Remnant Assets and Real Estate.** Seller further agrees that any payments received by Seller on account of any Remnant Assets after the sale is approved by the Bankruptcy Court shall constitute property of the Purchaser to which the Purchaser has an absolute right, and that Seller will promptly deliver such payment to Purchaser at Purchaser's address set forth below. Seller agrees to use reasonable efforts to forward to Purchaser notices received with respect to any Remnant Assets.

6. **Seller's Representations and Warranties.** In consideration of Purchaser's agreements herein and to induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that, upon Court approval, Seller has full lawful right, title, power and authority to enter into this Agreement and to convey Seller's interest to Purchaser in the Remnant Assets as is set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SELLER SELLS, ASSIGNS, AND TRANSFERS THE REMNANT ASSETS TO THE PURCHASER "AS IS, WHERE IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW.

7. **Free and Clear Sale.** The sale of Remnant Assets shall be free and clear of any liens, claims, or encumbrances.

8. **No Assumption of Liabilities.** Notwithstanding any other provision of this Agreement, the parties agree that Purchaser is acquiring only the Remnant Assets and rights and interests related thereto, and that Purchaser is not acquiring or assuming, nor shall it be deemed to have acquired or assumed, any liabilities or obligations, including lien obligations, of Seller or its affiliates of any kind or nature, whatsoever, whether known or unknown, existent or future, arising out of, or in connection with, the Remnant Assets, except as may otherwise expressly be provided herein.

9. **Documents of Assignment.** From time to time upon request from Purchaser, Seller shall execute and deliver to Purchaser such documents reasonably requested by Purchaser to evidence and effectuate the transfer contemplated by this Agreement in a form reasonably acceptable to the parties hereto.

10. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between Seller and the Purchaser and supersedes any and all prior agreements and understandings

with respect to the subject matter hereof. This Agreement may not be amended or in any manner modified unless such amendment or modification is in writing and signed by both parties.

11. **Benefits and Binding Effect.** All provisions contained in this Agreement or any document referred to herein or relating hereto shall inure to the benefit of and shall be binding upon the respective successors and assigns of Seller and the Purchaser.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

THIS AGREEMENT has been duly executed as of the day and year first above written.

SLFAQ LLC

By: /s/ Joseph E. Sarachek

Name: Joseph E. Sarachek

Its: President

670 White Plains Rd., Penthouse Suite
Scarsdale, NY. 10583

BRIAN A. BASH, TRUSTEE FOR FAIR FINANCE COMPANY

By: /s/ Brian A. Bash

Name: Brian A. Bash, Trustee for Fair Finance Company

Baker & Hostetler LLP

Key Tower

127 Public Square Suite 2000
Cleveland, OH 44114

EXHIBIT B

BASH DECLARATION

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE:

FAIR FINANCE COMPANY,
Debtor.

)
) Case No. 10-50494
)
) Chapter 7
)
) Judge Jessica E. Price Smith
)

DECLARATION OF BRIAN A. BASH

I, Brian A. Bash, declare as follows:

1. I am the duly-appointed chapter 7 trustee for Fair Finance Company in the above-captioned bankruptcy proceeding.
2. I have personal knowledge of the issues that are the subject of this declaration.
3. I am making this declaration in connection with the *Trustee's Motion for Entry of Orders (1) Establishing Procedures for the Marketing and Sale of Certain Personal Property of the Estate Free and Clear of Liens, Claims, and Encumbrances, and (2) Approving the Sale of Certain Personal Property of the Estate, Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363 and Bankruptcy Rule 6004* (the "**Motion**").¹
4. The Remnant Assets consist primarily of uncollected accounts receivable and the Trustee's uncollected judgements against third parties.
5. Much of the accounts receivable and judgments may be against uncollectable account debtors and judgment debtors. I believe that my legal fees and other costs associated with realizing on those assets could well exceed the likely gross recovery on those assets.

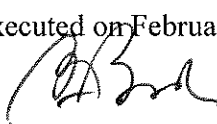
¹ Capitalized terms used but not otherwise defined herein have the meaning assigned to them in the Motion.

6. In the exercise of my business judgment, I have determined that the sale price under the proposed Stalking Horse APA with SLFAQ is a fair price that exceeds my likely net recovery on the Remnant Assets if they were liquidated piecemeal.

7. Under the proposed Bid Procedures, I will solicit possible higher or better bids from a number of additional potential purchasers that I have determined, through my own research, regularly purchase assets of a similar kind to the Remnant Assets.

8. In my business judgment, the marketing and auction process set out in the Bid Procedures, including having SLFAQ act as stalking horse pursuant to the bid contained in the Stalking Horse APA, will result in the highest likely net recovery for the estate on the Remnant Assets by minimizing associated transaction costs and eliminating costly broker's fees or other advertising expenses.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on February 23, 2022 in Cleveland, Ohio.



Brian A. Bash

EXHIBIT C

PROPOSED ORDER APPROVING BID PROCEDURES

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE:)	
)	Case No. 10-50494
FAIR FINANCE COMPANY,)	
)	Chapter 7
Debtor.)	
)	Judge Jessica E. Price Smith
)	

**ORDER GRANTING MOTION FOR ENTRY OF AN ORDER ESTABLISHING
PROCEDURES FOR THE MARKETING AND SALE OF CERTAIN PERSONAL
PROPERTY OF THE ESTATE FREE AND CLEAR OF LIENS, CLAIMS, AND
ENCUMBRANCES**

This matter came before the Court on the *Trustee's Motion for Entry of Orders (1) Establishing Procedures for the Marketing and Sale of Certain Personal Property of the Estate Free and Clear of Liens, Claims, and Encumbrances, and (2) Approving the Sale of Certain Personal Property of the Estate, Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363 and Bankruptcy Rule 6004* (the “**Motion**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion. The Court has reviewed the Motion and concluded that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this is a core proceeding, (iii) notice of the Motion was sufficient

under the circumstances, and (iv) the legal and factual bases set forth in the Motion establish just cause for the relief requested. This Court having determined that the relief requested in the Motion is in the best interests of the Debtor, the estate and the creditors, and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent set forth herein, with the Court reserving judgement on all other requested relief until after the Trustee files the Winning Bid Notice.

2. The Bid Procedures are hereby approved, and the Trustee is authorized to market the Remnant Assets and to conduct the Auction pursuant to those Bid Procedures.

3. The Trustee is authorized to take such other actions related to implementation of the Bid Procedures and the conduct of the Auction as the Trustee reasonably deems appropriate or necessary under the circumstances.

IT IS SO ORDERED.

#

Respectfully submitted,

/s/ Adam L. Fletcher

Adam L. Fletcher (0085201)
BAKER & HOSTETLER LLP
127 Public Square, Suite 2000
Cleveland, OH 44114
Telephone: 216-621-0200
Fax: 216-696-0740
Email: afletcher@bakerlaw.com

Counsel for the Trustee

CERTIFICATE OF SERVICE

A copy of the foregoing has been served via ECF, on March 14, 2022, on the attached service list.

/s/ Adam L. Fletcher

Adam L. Fletcher

Counsel for the Trustee

SERVICE LIST

Electronic Mail Notice List

The following is the list of **parties** who are currently on the list to receive e-mail notice/service for this case.

- **Richard M. Bain** rbain@meyersroman.com, mnowak@meyersroman.com; jray@meyersroman.com
- **Stephen M. Bales** sbales@zieglermetzger.com, jramos@zieglermetzger.com
- **Brian A Bash** bashtrustee@bakerlaw.com, bbash@ecf.epiqsystems.com
- **Brian A. Bash** BBash@bakerlaw.com
- **Brian A. Bash** bashtrustee@bakerlaw.com, bbash@ecf.epiqsystems.com
- **John E. Bator** jbator@batorlaw.com, sbator@batorlaw.com
- **Alexis Beachdell** abeachdell@bakerlaw.com
- **Kathryn A. Belfance** kb@rlbllp.com, heimbergersr82735@notify.bestcase.com
- **John B. Blanton** jblanton@bakerlaw.com
- **Thomas J. Budd** disneydiver@me.com, law@disneydiver.com
- **Kelly Burgan** kburgan@bakerlaw.com
- **Patrick W. Carothers** pcarothers@leechtishman.com, bankruptcy@leechtishman.com; ghauswirth@leechtishman.com; dtomko@leechtishman.com; mburne@leechtishman.com
- **Anthony J. Cespedes** ajc1253@yahoo.com
- **William Gregory Chris** wchris@rlbllp.com, hkoerner@rlbllp.com
- **Michael L. Cioffi** cioffi@blankrome.com
- **LeGrand L Clark** legrand.clark@atg.in.gov, stephanie.patrick@atg.in.gov
- **Deborah A. Coleman** dacoleman@hahnlaw.com, hlpcr@hahnlaw.com; mcsoulsby@hahnlaw.com; cmbeitel@hahnlaw.com
- **Tobey Marie Daluz** daluzt@ballardspahr.com, ambroses@ballardspahr.com
- **Anthony J. DeGirolamo** tony@ajdlaw7-11.com, amber@ajdlaw7-11.com; G23630@notify.cincompass.com
- **Rocco I. Debitetto** ridebitetto@hahnlaw.com, cmbeitel@hahnlaw.com
- **Duriya Dhinojwala** ddhinojwala@bmdllc.com, ddhinojwala@icloud.com; lalewis@bmdllc.com
- **Michelle DiBartolo-Haglock** mdibartolo@ttmlaw.com, mldibartolo@gmail.com
- **Breaden M. Douthett** bdouthett@bakerlaw.com, fairfinancedocket@bakerlaw.com
- **J Douglas Drushal** ddrushal@ccj.com, lehman@ccj.com
- **Charles R. Dyas** charles.dyas@btlaw.com
- **Robert W. Eckinger** rwe@eckingerlaw.com
- **Joseph Esmont** jesmont@bakerlaw.com, joe.esmont@gmail.com; cbkfuturesinc@bakerlaw.com
- **Joseph E. Ezzie** jezzie@bakerlaw.com
- **Gregory R. Farkas** gfarkas@frantzward.com, dlbeatrice@frantzward.com
- **Adam Lee Fletcher** afletcher@bakerlaw.com
- **Dov Frankel** dfrankel@taftlaw.com, BHORVATH@TAFTLAW.COM; CLE_Docket_Assist@taftlaw.com
- **Leon Friedberg** lfriedberg@cpmlaw.com, efiling@cpmlaw.com
- **Ronald P. Friedberg** rfriedberg@meyersroman.com, ttompson@meyersroman.com
- **Marc P. Gertz** mpgertz@gertzrosen.com, dmichna@gertzrosen.com
- **Matthew Gold** courts@argopartners.net
- **Eric R. Goodman** egoodman@bakerlaw.com
- **Harry W. Greenfield** hgreenfield@bernsteinlaw.com, lyoung@bernsteinlaw.com
- **John J Guy** johnguy@neo.rr.com
- **John J Guy** johnguy@neo.rr.com
- **Adam Bradley Hall** amps@manleydeas.com
- **Scott Holbrook** sholbrook@bakerlaw.com
- **H Ritchey Hollenbaugh** hrh@cpmlaw.com, knocera@cpmlaw.com; slq@cpmlaw.com
- **Rachel Huston** rachel.huston@ohioattorneygeneral.gov
- **Joseph F. Hutchinson** jhutchinson@bakerlaw.com
- **Steven G Janik** steven.janik@janiklaw.com, 8382591420@filings.docketbird.com
- **Cynthia A. Jeffrey** bankruptcy@weinerlaw.com
- **Kenneth C Johnson** kjohnson@bricker.com, lpickett@bricker.com
- **Nathaniel R. Jones** jones-n@blankrome.com

- **Mitchell A. Karlan** mkarlan@gibsondunn.com, ldunst@gibsondunn.com; nhart@gibsondunn.com; blutz@gibsondunn.com; mao@gibsondunn.com
- **Patrick J. Keating** pkeating@bdblawn.com, cwhittington@bdblawn.com
- **Scott J. Kelly** scottkelly@skellylaw.com
- **David Charles Knowlton** dck@kckblawn.com
- **John F. Kostelnik** jkostelnik@frantzward.com, dlbeatrice@frantzward.com
- **Stuart A. Laven** slaven@cavitch.com
- **James Michael Lawniczak** jlawniczak@calfee.com
- **Trish D. Lazich** trish.lazich@ohioattorneygeneral.gov, angelique.dennis-noland@ohioattorneygeneral.gov
- **Stephen P. Leiby** sleiby@neolaw.biz, jackie@neolaw.biz
- **Scott B. Lepene** scott.lepene@thompsonhine.com, Laura.Montgomery@thompsonhine.com; ECFDocket@thompsonhine.com
- **Jeffrey M. Levinson** jml@jml-legal.com
- **Patrick T. Lewis** plewis@bakerlaw.com, eldocketing@bakerlaw.com
- **Quintin F. Lindsmith** qlindsmith@bricker.com, cwarner@bricker.com
- **David A. Looney** David@OhioAttorney.com, davelooney1@gmail.com
- **Bruce J.L. Lowe** blowe@taftlaw.com, CLE_Docket_Assist@taftlaw.com; SMcKean@taftlaw.com
- **Thomas R. Lucchesi** tlucchesi@bakerlaw.com
- **Thomas R. Lucchesi** tlucchesi@bakerlaw.com
- **Crystal L. Maluchnik** crystal.maluchnik@janiklaw.com
- **Crystal L. Maluchnik** crystal.maluchnik@janiklaw.com
- **Grant A. Mason** gamason@millermast.com
- **Matthew H. Matheney** mmatheney@porterwright.com, mvitou@porterwright.com
- **Shorain L. McGhee** shorain@smcgheelaw.com
- **David W. Mellott** dmellott@beneschlaw.com
- **Tarek E. Mercho** tmercho@mercholegal.com
- **David P. Meyer** dmeyer@dmlaws.com, docket@dmlaws.com
- **David Polan Meyer** dmeyer@dmlaws.com
- **Michael J. Moran** mike@gibsonmoran.com, moranecf@gmail.com; r55982@notify.bestcase.com
- **Michael J. Moran** moranecf@yahoo.com, moranecf@gmail.com; r55982@notify.bestcase.com
- **David A. Mucklow** davidamucklow@yahoo.com
- **Steven J. Mulligan** stevenmulligan@cox.net
- **Maritza S. Nelson** mnelson@bakerlaw.com
- **F. Anthony Paganelli** tony@tonypaganelli.com
- **Lucas Keith Palmer** lpalmer@ralaw.com, cvoharra@bmdllc.com
- **David C. Perduk** dperduk@perduklaw.com, jody@perduklaw.com
- **Mark A. Phillips** mphilips@beneschlaw.com, docket@beneschlaw.com; lbehra@beneschlaw.com; cgreen@beneschlaw.com
- **Larry G. Poulos** larry_poulos@yahoo.com
- **Kenneth G. Prabucki** kprabucki@bakerlaw.com
- **Kenneth G. Prabucki** kprabucki@bakerlaw.com
- **Clinton E. Preslan** ndohbky@jbandr.com
- **Clinton E. Preslan** cpreslan@preslanlaw.com
- **David F. Proano** dproano@bakerlaw.com, fairfinancedocket@bakerlaw.com
- **David F. Proano** dproano@bakerlaw.com, fairfinancedocket@bakerlaw.com
- **Stephen J. Pruneski** spruneski@rlblp.com
- **Timothy J. Richards** tim@tjrlegal.com, timrichardslegal1976@gmail.com
- **Mark Riemer** mriemer@goldman-rosen.com
- **Tim Robinson** tim.robinson@dinsmore.com, lisa.geeding@dinsmore.com
- **Tim Robinson** tim.robinson@dinsmore.com, lisa.geeding@dinsmore.com
- **James E. Rossow** jim@rubin-levin.net, mralph@rubin-levin.net; atty_jer@trustesolutions.com
- **James E. Rossow** jim@rubin-levin.net, mralph@rubin-levin.net; atty_jer@trustesolutions.com
- **Colin P. Sammon** colin.sammon@janiklaw.com, Julie.Zakrzewski@Janiklaw.com
- **Matthew J. Samsa** msamsa@mcdonaldhopkins.com, docket@beneschlaw.com; cgreen@beneschlaw.com
- **James Preston Schuck** jschuck@bricker.com, cwarner@bricker.com
- **Richard V. Singleton** rsingleton@blankrome.com, kreda@blankrome.com; jhanner@blankrome.com
- **Dale S. Smith** dsmith@frantzward.com, dlbeatrice@frantzward.com
- **Sheldon Stein** ssteindocs@gmail.com, kristine@steintrustee.com; sheldon@steintrustee.com

- **Rachel L. Steinlage** rsteinlage@meyersroman.com, jray@meyersroman.com; mnowak@meyersroman.com; rbain@meyersroman.com
- **Ray H Stoess** raystoess@600westmain.com
- **Megan D. Stricker** mnovinc@davisyoung.com, gcampbell@davisyoung.com
- **Timothy M. Sullivan** tim@tmslaw.net, jkoberg@tmslaw.net
- **Jonathan D. Sundheimer** jsundheimer@btlaw.com
- **Gregory David Swope** gswope@fzrlaw.com, cwalton@fzrlaw.com
- **David J. Theising** dtheising@harrisonmoberly.com
- **Ronald N. Towne** rtowne@neolaw.biz, awehener@neolaw.biz
- **Vance P. Truman** medinaatty@vancetruman.com
- **United States Trustee** (Registered address)@usdoj.gov
- **Michael S Tucker** mtucker@ulmer.com
- **Nancy A. Valentine** nancy.valentine@icemiller.com, carol.builder@icemiller.com
- **Michael A. VanNiel** mvanniel@bakerlaw.com
- **Thomas C Wagner** wagnert@tcwlawyers.com, wagnert@vwlawyers.com
- **Daniel Rubin Warren** dwarren@bakerlaw.com
- **Wayne County Litigants** ddrushal@ccj.com
- **Nicholas L. White** nwhite@bakerlaw.com, fairfinancedocket@bakerlaw.com
- **Alicia Raina Whiting-Bozich** whiting-bozich@buckleyking.com, heberlein@buckleyking.com
- **Douglas Wolfe** dwolfe@asmcapital.com
- **Lenore Kleinman ust04** Lenore.Kleinman@usdoj.gov
- **Maria D. Giannirakis ust06** maria.d.giannirakis@usdoj.gov