

1 David Y. Choi (State Bar No. 263917)  
2 dchoi@goldbergsegalla.com  
3 Oliver E. Twaddell  
4 otwaddell@goldbergsegalla.com  
5 GOLDBERG SEGALLA, LLP  
6 777 S. Figueroa Street, Suite 1900  
7 Los Angeles, California 90017  
8 Telephone: (213) 415-7200  
9 Facsimile: (213) 415-7299

10 David H. Rho (State Bar No. 270598)  
11 drho@crgroupllp.com  
12 1234 Wilshire Blvd. Ste. 411  
13 Los Angeles, California 90017  
14 Telephone: (213) 626-9610  
15 Facsimile: (213) 403-5675

16 Attorney for Plaintiff HYUN JU SHIN

17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

16 HYUN JU SHIN, an individual;  
17  
18 Plaintiff,  
19 vs.  
20 ROBERT YOUNG YOON, an  
21 individual; KYOUNG MEE YOON, an  
22 individual; KYOUNG SUP YOON, an  
23 individual; Y & Y PROPERTY  
24 MANAGEMENT, INC., a California  
25 corporation; THE VICTUS GROUP,  
26 INC., a California Corporation;  
BLACKSTONE SEATTLE, LLC, a  
Washington limited liability company,  
LLC; and DOES 1 through 20 inclusive.

Case No. 1:17-cv-01371-AWI-SKO

**STIPULATION AND ORDER FOR:  
(1) ENTRY OF JUDGMENT  
AGAINST JUDGMENT DEBTORS;  
AND  
(2) FINDINGS OF FACT AND  
CONDITIONAL RELEASES FROM  
LIABILITY BY ALL PARTIES**

1

---

**STIPULATION AND ORDER FOR: (1) ENTRY OF JUDGMENT AGAINST  
JUDGMENT DEBTORS; AND (2) FINDINGS OF FACT AND  
CONDITIONAL RELEASES FROM LIABILITY BY ALL PARTIES**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Defendants.

-----  
AND RELATED COUNTER-CLAIMS.

On August 28, 2019, the parties filed the following Stipulation:

Plaintiff Hyun Ju Shin (“HJS”) (“Plaintiff” or “Judgment Creditor”) commenced this action by filing the Complaint in the above referenced action (the “Lawsuit”). Defendants Bob Young Yoon (“Bob”), Y&Y Property Management, Inc. (“YYPM”), Kyoung Mee Yoon (“KMY”), Kyoung Sup Yoon (“KSY”), The Victus Group, Inc. (“Victus”), and Blackstone Seattle, LLC (“Blackstone”) (collectively, the “Defendants”), were duly served with the Summons and the Complaint for the Lawsuit.

For ease of reference, as used herein, the term “Judgment Debtor” and “Judgment Debtors” shall mean and refer to Bob and YYPM.

**SECTION 1:**  
**STIPULATED JUDGMENT AND ORDER**  
**BETWEEN JUDGMENT CREDITOR AND JUDGMENT DEBTORS**

The Judgment Creditor and Judgment Debtors have agreed to entry of this Stipulated Judgment and Order Between Judgment Creditor and Judgment Debtors as it relates to the allegations contained in the operative pleadings (the “Judgment”). For avoidance of doubt, KMY, KSY, Victus and Blackstone are not judgment debtors under the Judgment and are not parties subject to the herein Judgment.

NOW, THEREFORE, on the joint motion of the Judgment Creditor and Judgment Debtors, it is hereby ORDERED, ADJUDGED AND DECREED as

**STIPULATION AND ORDER FOR: (1) ENTRY OF JUDGMENT AGAINST JUDGMENT DEBTORS; AND (2) FINDINGS OF FACT AND CONDITIONAL RELEASES FROM LIABILITY BY ALL PARTIES**

1 follows:

2 1. **Payments.** The Judgment Debtors shall be liable, joint and severally, for  
3 monetary damages to the Judgment Creditor equal to Two Hundred Thousand Dollars  
4 (\$200,000), payable in installments as set forth in this Section.

5 1.1 **First Payment.** The Judgment Debtors shall make the first payment of  
6 Fifty Thousand Dollars (\$50,000) within 60 days of entry of the Judgment. If payment  
7 is not timely received in full, interest shall accrue on all outstanding amounts at a rate  
8 of ten percent (10%) per annum subject to Section 1.4 below.

9 1.2 **Second Payment.** The Judgment Debtors shall make the second payment  
10 of Fifty Thousand Dollars (\$50,000) within 180 days of entry of the Judgment. If  
11 payment is not timely received in full, interest shall accrue on all outstanding amounts  
12 at a rate of ten percent (10%) per annum subject to Section 1.4 below.

13 1.3 **Third Payment.** The Judgment Debtors shall make the third payment of  
14 Fifty Thousand Dollars (\$50,000) within 270 days of entry of the Judgment. If  
15 payment is not timely received in full, interest shall accrue on all outstanding amounts  
16 at a rate of ten percent (10%) per annum subject to Section 1.4 below.

17 1.4 **Fourth Payment.** The Judgment Debtors shall make the fourth payment  
18 of Fifty Thousand Dollars (\$50,000) plus any outstanding amount owed, including  
19 accrued interest, by October 30, 2020. If the Judgment Creditor has not received full  
20 payment for all amounts owed under the Judgment by October 30, 2020, the Judgment  
21 Debtors shall be liable to pay to the Judgment Creditor, joint and severally, for an  
22 additional Fifteen Thousand Dollars (\$15,000) per month for every month that full  
23 payment has not been received (regardless of the amount of the outstanding balance),  
24 provided that, as of October 30, 2020, no further interest shall accrue by virtue of the  
25 terms set forth in Sections 1.1 – 1.3.

26 For avoidance of doubt, the foregoing \$15,000 payment per month is comprised



1           1.1. No Priority of Payments Between BW Judgment and Judgment.  
2 Bob and YYPM are also judgment debtors (collectively, the “BW Judgment  
3 Debtors”) of another stipulated judgment (the “BW Judgment”) entered in a separate  
4 civil lawsuit captioned *Su Jung Shin v. Robert Young Yoon et al.*, Case No. 1:18-cv-  
5 00381-AWI-SKO, filed in the United States District Court, Eastern District of  
6 California.

7           For avoidance of doubt, the Judgment Debtors may elect to pay off all sums  
8 owed under the Judgment prior to the Judgment Debtors paying off all sums owed  
9 under the BW Judgment, provided that, the BW Judgment Debtors shall be  
10 responsible for timely payments of all amounts owed under the BW Judgment and the  
11 Judgment Debtors shall be responsible for timely payments of all amounts owed under  
12 the Judgment.

13           **2. Failure to Make Full Payment by October 30, 2020.**

14           2.1. General. It is the position of the Judgment Creditor that defendants  
15 caused the Judgment Creditor damages substantially greater than the amounts that the  
16 Judgment Debtors are obligated to pay under the Judgment. That being said, the  
17 Judgment Creditor is willing to accept the lower sum set forth in the Judgment in  
18 consideration for the full and timely compliance of all obligations of the Judgment  
19 Debtors set forth in the Judgment.

20           2.2. Modification of the Judgment. If the Judgment Debtors fail to  
21 fully satisfy the Judgment by October 30, 2020, in addition to all other rights and  
22 remedies that the Judgment Creditor may have (all of which are hereby expressly  
23 reserved), the Judgment Creditor, in her sole discretion, shall have the right to move  
24 the court to modify the Judgment to determine: (i) whether the Judgment Debtors are  
25 liable to the Judgment Creditor for fraud; and/or (ii) increase the monetary obligations  
26 of the Judgment Debtors to include an award of punitive damages if the court  
27

1 determines that punitive damages are warranted pursuant to California *Civil Code*  
2 Section 3294 (regardless of whether the Judgment Debtors are determined liable to  
3 the Judgment Creditor for fraud).

4           2.3. Cooperation to Allow the Court to Evaluate Whether to Modify  
5 the Judgment. To give full effect to this Paragraph 2 (and all subsections), as it relates  
6 to the modification of the Judgment, the Judgment Creditor and Judgment Debtors  
7 unconditionally agree to the following: (i) the court will retain jurisdiction to enforce  
8 and modify the Judgment; (ii) the failure of the Judgment Debtors to satisfy the  
9 Judgment will constitute a “significant change” that was not foreseeable; and (iii) the  
10 failure of the Judgment Debtors to satisfy the Judgment constitutes a “hardship” upon  
11 the Judgment Creditor.

12           In addition, as it relates to the modification of the Judgment, the Judgment  
13 Debtors agree to waive all defenses relating to: (i) the lack of jurisdiction of the court  
14 to modify the Judgment; (ii) the lack of a significant change in circumstances  
15 warranting a modification; (iii) the lack of hardship on the part of the Judgment  
16 Creditor warranting a modification; (iv) the foreseeability of the failure of the  
17 Judgment Debtors to satisfy the Judgment; (v) the doctrines of res judicata and  
18 collateral estoppel; and (vi) the passage of time (e.g., statute of limitations and laches)  
19 to the extent that such defenses rely upon the time accrued between the date of entry  
20 of the Judgment to the date that the Judgment is satisfied in full.

21           **3. Bankruptcy or Insolvency Proceeding.** Each of the Judgment Debtors  
22 individually acknowledges and the Judgment Debtors collectively acknowledge that  
23 each payment and all of the payments made pursuant to the terms of Paragraphs 1.1  
24 – 1.4 and the sale of the Property pursuant to the terms of Paragraph 1.5, and any and  
25 all other payments made by the Judgment Debtors pursuant to this Agreement are a  
26 contemporaneous exchange for new value given to the Judgment Creditor and/or are

1 in fact a contemporaneous exchange as those terms are understood under the United  
2 States Bankruptcy Code. In addition, the Judgment Debtors acknowledge that each  
3 payment and all of the payments made pursuant to the terms of Paragraphs 1.1 – 1.4  
4 and the sale of the Property pursuant to the terms of Paragraph 1.5, and any and all  
5 other payments made by the Judgment Debtors to the Judgment Creditor pursuant to  
6 this Agreement, were negotiated at arm’s length, were made in good faith, and  
7 were/are supported by value and/or reasonable equivalent value received from the  
8 Judgment Creditor in exchange for such payments.

9           3.1. Moreover, the Judgment Debtors either individually and/or  
10 collectively shall not file a petition under any chapter of the United States Bankruptcy  
11 Code within 91 days of the receipt of any payment by the Judgment Creditor made by  
12 the Judgment Debtors pursuant to this Agreement. In addition, the Judgment Debtors  
13 individually and/or collectively shall not file any receivership, dissolution,  
14 assignment for the benefit of creditors, or similar voluntary insolvency proceeding  
15 within 91 days of the receipt of any payment by the Judgment Creditor made by the  
16 Judgment Debtors pursuant to this Agreement, including but not limited to the Fourth  
17 Payment. If the Judgment Debtors, either individually or collectively, file a petition  
18 for relief under any chapter(s) of the United States Bankruptcy Code before this  
19 Agreement is fully performed, the Judgment Creditor shall be entitled to immediate  
20 relief from and lifting of the automatic stay under Paragraph 362 of the United States  
21 Bankruptcy Code without any opposition from the Judgment Debtors and/or any of  
22 the Judgment Debtors that filed such petition (each a “Filing Debtor”). Moreover,  
23 each Filing Debtor waives each and every defense, setoff, or counter-claim(s) that it  
24 could otherwise assert in opposition to any motion by the Judgment Creditor for relief  
25 from the automatic stay for any purpose. Similarly, the Judgment Debtors  
26 acknowledge that each of them individually and/or collectively agree(s) that any

1 voluntary insolvency proceedings, whether for the appointment of a receiver, an  
2 assignment for the benefit of creditors, a dissolution, or similar insolvency proceeding  
3 was/is/has been filed in bad faith, and any motion filed by the Judgment Creditor to  
4 dismiss such proceeding(s) should be immediately granted and that the Judgment  
5 Debtors individually and/or collectively waive any and all defenses to any motion(s)  
6 filed by the Judgment Creditor to dismiss such proceeding(s).

7       **4. Waiver of Rights to Appeal Judgment.** The Judgment Debtors agree  
8 to fully and unconditionally waive all of their rights to appeal the Judgment.

9       **5. Responsibility for Payment of Taxes.** The Judgment Debtors shall be  
10 solely responsible for payment of all taxes they owed to all applicable tax authorities  
11 in the United States relating to the ownership and prior sale of the Holiday Inn  
12 Property that is the subject of the Lawsuit. . The Judgment Creditor shall be solely  
13 responsible for payment of all taxes she owes to all applicable tax authorities relating  
14 to the payments received under Section 1.

15       **6. Withdrawal of *Lis Pendens*.** The Judgment Creditor shall withdraw her  
16 recorded *lis pendens* from the Best Western Inn located at 3110 N. Blackstone  
17 Avenue, Fresno, California 93703, by August 20, 2019 or as soon thereafter as  
18 reasonably possible, provided that, Plaintiff has received adequate contractual  
19 assurances that the gross sale proceeds of the BW Property will be deposited into an  
20 escrow account pursuant to the Paragraph 1.5.

21       **7. Attorney's Fees.** The Judgment Creditor and the Judgment Debtors shall  
22 each bear their own respective attorneys' fees and costs accrued in the Lawsuit. If any  
23 party to the Judgment seeks to enforce or move to modify the Judgment, the prevailing  
24 party shall be entitled to payment of its reasonable attorneys' fees.

25       **8. Indemnity.** The Judgment Debtors agree to indemnify, defend and hold  
26 harmless the Judgment Creditor for, from and against any and all liability, demands,  
27



1 damages, claims, causes of action, judgments, awards, expenses, and fees (including  
2 reasonable fees of attorneys, experts and consultants) including, but not limited to,  
3 claims for personal injury, emotional and psychological distress, pain and suffering,  
4 property damage, loss of income, diminution in business value or goodwill, and death,  
5 that arises from, pertains to, or relates to (whether in whole or in part) the Judgment  
6 Debtor's breach of the Judgment. The parties intend for this provision to not violate  
7 any applicable laws (including *Civil Code* §§ 2782 *et. seq.*) and, to the fullest extent  
8 permitted by law, this provision shall be interpreted in such a manner. For avoidance  
9 of doubt, no indemnitor shall be required to indemnify or defend an indemnitee for  
10 that indemnitee's sole negligence or willful misconduct as adjudicated by a court of  
11 competent jurisdiction.

12         The Judgment Creditor agrees to indemnify, defend and hold harmless the  
13 Judgment Debtors, KSY, KYM, Victus and Blackstone for, from and against any and  
14 all liability, demands, damages, claims, causes of action, judgments, awards,  
15 expenses, and fees (including reasonable fees of attorneys, experts and  
16 consultants) including, but not limited to, claims for personal injury, emotional and  
17 psychological distress, pain and suffering, property damage, loss of income,  
18 diminution in business value or goodwill, and death, that arises from, pertains to, or  
19 relates to (whether in whole or in part) the Judgment Creditor's breach of the  
20 Judgment. The parties intend for this provision to not violate any applicable laws  
21 (including *Civil Code* §§ 2782 *et. seq.*) and, to the fullest extent permitted by law, this  
22 provision shall be interpreted in such a manner. For avoidance of doubt, no indemnitor  
23 shall be required to indemnify or defend an indemnitee for that indemnitee's sole  
24 negligence or willful misconduct as adjudicated by a court of competent jurisdiction.

25         **9. Lis Pendens.** The Judgment Creditor will not attach a *lis pendens* against real  
26 property that Defendants own prior to October 30, 2020, provided that, Defendants

1 act in good faith to not transfer assets to third parties or otherwise circumvent the  
2 Judgment.

3 **10. Stay.** The court shall retain jurisdiction of this matter for the purpose of  
4 enabling the parties to apply to the court at any time for such further orders and  
5 directives as may be necessary or appropriate for the interpretation of modification of  
6 the Judgment or for the enforcement of compliance therewith.

7 **SECTION 2:**

8 **STIPULATED FINDINGS OF FACT AND**  
9 **CONDITIONAL RELEASES BY ALL PARTIES**

10 **1. Findings of Fact.** HJS, Bob, YYPM, KMY, KSY, Victus and  
11 Blackstone unconditionally agree to be bound by the following findings of fact and  
12 will not contest, in any manner or forum, each of the following:

13 1.1 HJS owns 99% of all ownership interests in Cascade Lodge Investment, LLC  
14 ("Cascade Lodge")

15 1.2 Cascade Lodge owns 49% of Cascade Hospitality, LLC  
16 ("Cascade Hospitality")

17 **2. Mutual Release of Claims.**

18 2.1. Plaintiffs' Release of Claims. Upon full payment of all sums owed  
19 by the Judgment Debtors under the Judgment (and dismissal with prejudice of the  
20 counter-complaint filed against the Judgment Creditor), the Judgment Creditor,  
21 individually and in her capacity as a shareholder, owner, member, partner, officer,  
22 and/or director of YYPM, Cascade Lodge, Cascade Hospitality, and any legal entity  
23 agrees to finally and forever release, waive, and discharge each of the Judgment  
24 Debtors, Cascade Lodge, Cascade Hospitality, KMY, KSY, Victus, and Blackstone  
25 and their past and current representatives, agents, officers, directors, owners,  
26 shareholders, partners, members and employees from any and all claims, actions,  
27

1 lawsuits, causes of action, liens, debts, awards, judgments, liabilities, demands,  
2 obligations, contracts or commitments, debts, accounts, covenants, disputes,  
3 controversies, agreements, promises, acts, costs, fees and expenses (including without  
4 limitation attorneys' fees, experts' fees and consultants' fees), damages, and  
5 executions, of whatever kind or nature, including (but not limited to) statutory, civil,  
6 common law or administrative claims, contract or tort claims, whether express,  
7 implied in law or fact, oral or written, whether known or unknown, suspected or  
8 unsuspected, fixed or contingent, apparent or concealed, at law or in equity, in  
9 connection with, that relates to, or arises from the Lawsuit or any investments or  
10 financial transactions between the Judgment Creditor and the Judgment Debtors,  
11 KMY, KSY, Victus, or Blackstone.

12           2.2. Defendants' Release of Claims. Upon full payment of all sums  
13 owed by the Judgment Debtors under the Judgment and Judgment Creditor's  
14 dismissal with prejudice of all Defendants from the Lawsuit, the Judgment Debtors,  
15 KMY, KSY, Victus, Blackstone, Cascade Lodge, and Cascade Hospitality  
16 (individually and in their capacities as shareholders, owners, members, partners,  
17 officers, employees, and/or directors of any legal entity) and anyone "standing in the  
18 shoes" of any of the foregoing, whether a trustee, debtor-in-possession, examiner,  
19 receiver, assignee for the benefit of creditors, custodian, responsible officer, corporate  
20 monitor, administrator, executor, or other court-appointed fiduciary, agree(s) to  
21 finally and forever release, waive, and discharge HJS (and her respective past and  
22 current representatives, agents, officers, directors, owners, and employees) from any  
23 and all claims, actions, lawsuits, causes of action, liens, debts, awards, judgments,  
24 liabilities, demands, obligations, contracts or commitments, debts, accounts,  
25 covenants, disputes, controversies, agreements, promises, acts, costs, fees and  
26 expenses (including without limitation attorneys' fees, experts' fees and consultants'

1 fees), damages, and executions, of whatever kind or nature, including (but not limited  
2 to) statutory, civil, common law or administrative claims, contract or tort claims,  
3 whether express, implied in law or fact, oral or written, whether known or unknown,  
4 suspected or unsuspected, fixed or contingent, apparent or concealed, at law or in  
5 equity, in connection with, that relates to, or arises from the Lawsuit or any  
6 investments or financial transactions between Judgment Creditor and the Judgment  
7 Debtors, KMY, KSY, Victus, or Blackstone.

8           2.3. Civil Code Section 1542. EACH PARTY ACKNOWLEDGES  
9 THAT IT HAS BEEN ADVISED BY THEIR RESPECTIVE LEGAL COUNSEL  
10 AND ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA *CIVIL CODE*  
11 SECTION 1542, WHICH PROVIDES AS FOLLOWS:

12                   **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
13                   **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO**  
14                   **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**  
15                   **THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST**  
16                   **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT**  
17                   **WITH THE DEBTOR.”**

18           BEING AWARE OF SAID CODE PARAGRAPH, EACH RELEASING  
19 PARTY HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT/HE/SHE  
20 MAY HAVE THEREUNDER, AS WELL AS ANY AND ALL RIGHTS IT/HE  
21 MAY HAVE BY REASON OF OTHER STATUTES OR COMMON LAW  
22 PRINCIPLES OF SIMILAR EFFECT.

23           2.4. Agreement Effective Notwithstanding Subsequent Discovery of  
24 Different Facts. Each party acknowledges that it/he/she may hereafter discover facts  
25 different from or in addition to those they now know or believe to be true with respect  
26 to the claims, demands, causes of action, obligations, damages, liabilities of any  
27

1 nature whatsoever that are the subject of the release set forth herein in this Judgment,  
2 and each party hereto expressly agrees to assume the risk of the possible discovery of  
3 additional or different facts, and agree that the release shall be and remain effective  
4 in all respects regardless of such additional or different facts.

5       2.5. Representation of Non-Assignment. Each releasing party warrants that it  
6 has not, prior to the execution of this Judgment, assigned to any other person or entity  
7 any of the claims being settled, released or waived by the terms of this Judgment.  
8 Accordingly, if any person or entity not a party to this Judgment hereafter makes any  
9 claim against any released party, and such claim arises as a result of any assignment  
10 (whether in fact or by operation of law) or purported subrogation of the rights of any  
11 releasing party, then that releasing party agrees to indemnify, defend, and hold  
12 harmless each released party against any and all losses, costs, expenses, attorney's  
13 fees, obligations or other liabilities at the time such losses are incurred arising out of  
14 or relating to any such purported claims asserted by any such third party.

15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

*[Rest of this page is intentionally left blank]*

28

1 Exhibit A

2 **Permitted Expenses for the Sale of Best Western Property**

3 YYPM, Bob, HJS and SJS agree to incorporate the following into the escrow  
4 instructions with regard to the sale of the Best Western Inn property located on 3110  
5 N. Blackstone Avenue, Fresno, California 93703 (the “Property”):

6 The net sale proceeds from the sale of the Property (as used herein, the term “net sale  
7 proceeds” shall mean the gross sale proceeds from the sale of the Property minus any  
8 necessary and reasonable categories of acceptable expenses below relating to the sale)  
9 shall be disbursed directly from escrow to HJS and SJS (as they may determine) to  
the extent the BW Judgment and HI Judgment remain unsatisfied in full:

- 10 Processing Fees
- 11 Appraisal Reports
- 12 Appraisal Reviews
- 13 Tax Services
- 14 Credit Reports
- 15 Flood Hazard Determination
- 16 Flood Hazard Analyzation
- 17 UCC Searches
- 18 Certificate of Good Standing
- 19 Site Inspection Fees
- 20 Tax Impound Reserves (Federal, State, County and City)
- 21 Prepaid Interest
- 22 Legal Fees
- 23 Escrow Fees
- 24 Grant Deed Preparation
- 25 Pay Off Demand Processing Fees
- 26 CA FTB Payment Processing Fees
- 27 New Loan Service Fees
- 28 TOT Taxes
- TBID Taxes
- CA Tourism Assessment Taxes
- Title Insurance
- Title Insurance Inspections
- Title Insurance Processing Fees
- ALTA Surveys
- Endorsements
- Inspection Fees

- 1 Recording Fees
- 2 Grant Deed Processing
- 3 Grant Deed Recording
- 4 Assignment of Rents
- 5 State Transfer Taxes
- 6 County Transfer Taxes
- 7 City Transfer Taxes
- 8 Notary Fees
- 9 Signing Service Fees
- 10 Property Tax Prorations
- 11 Repair Credits offered to a bona fide purchaser in good faith
- 12 Federal Capital Gains Taxes for the sale of YYPM
- 13 State Capital Gains Taxes for the sale of YYPM
- 14 Federal Corporate Income Taxes for YYPM
- 15 State Corporate Income Taxes YYPM

16 For avoidance of doubt, none of the above expenses shall be made unless reasonable,  
17 and necessary (or widely accepted and customary practice) for the sale of substantially  
18 similar properties.  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**STIPULATED AS TO SECTION 1: STIPULATED JUDGMENT  
BETWEEN JUDGMENT CREDITOR AND JUDGMENT DEBTORS<sup>1</sup>**

Dated: August \_\_\_\_, 2019            HYUN JU SHIN

Sign:

Dated: August \_\_\_\_, 2019            BOB YOUNG YOON

Sign:

Dated: August \_\_\_\_, 2019            Y&Y PROPERTY MANAGEMENT, INC.

Sign:

Name:

Title:

**STIPULATED AS TO SECTION 2: STIPULATED FINDINGS OF FACT  
AND CONDITIONAL RELEASES BY ALL PARTIES<sup>2</sup>**

Dated: August \_\_\_\_, 2019            HYUN JU SHIN

Sign:

Dated: August \_\_\_\_, 2019            BOB YOUNG YOON

Sign:

Dated: August \_\_\_\_, 2019            Y&Y PROPERTY MANAGEMENT, INC.

Sign:

Name:

Title:

---

<sup>1</sup> The Court notes that the filed stipulation (Doc. No. 52) contains signatures in counterparts for this "Section 1."

<sup>2</sup> The Court notes that the filed stipulation (Doc. No. 52) contains signatures in counterparts for this "Section 2."



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: August \_\_\_\_, 2019            KYOUNG MEE YOON

Sign:

Dated: August \_\_\_\_, 2019            KYOUNG SUP YOON

Sign:

Dated: August \_\_\_\_, 2019            THE VICTUS GROUP, INC.

Sign:

Name:

Title:

Dated: August \_\_\_\_, 2019            BLACKSTONE SEATTLE, LLC

Sign:

Name:

Title:

**AGREED AS TO FORM AND CONTENT**

Dated: August \_\_\_\_, 2019            GOLDBERG SEGALLA, LLP

Sign:

Name:            David Y. Choi, Esq.

Dated: August \_\_\_\_, 2019            CHRISTINE PARK LAW FIRM, APC

Sign:

Name:            Boksoon Christine Park, Esq.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**After consideration, the Court will give effect to the stipulation.**

IT IS SO ORDERED.

Dated: September 10, 2019

  
\_\_\_\_\_  
SENIOR DISTRICT JUDGE