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12
13 **UNITED STATES DISTRICT COURT**
14 **EASTERN DISTRICT OF CALIFORNIA**

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16
17 SU JUNG SHIN, an individual; HYUN
JU SHIN, an individual;

18
19 Plaintiff,

20 vs.

21 ROBERT YOUNG YOON, an
22 individual; KYOUNG MEE YOON, an
23 individual; KYOUNG SUP YOON, an
24 individual; Y & Y PROPERTY
25 MANAGEMENT, INC., a California
26 corporation; THE VICTUS GROUP,
INC., a California Corporation;
27 BLACKSTONE SEATTLE, LLC, a
Washington limited liability company;

Case No. 1:18-CV-00381-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

28 **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 YOON & YOON INVESTMENTS,
2 LLC, a California limited liability
3 company; and DOES 2 through 20
4 inclusive.

5 Defendants.

6 -----
7 AND RELATED COUNTER-CLAIMS.

8 On August 28, 2019, the parties filed the following Stipulation:
9

10 Plaintiffs Hyun Ju Shin (“HJS”) and Su Jung Shin (“SJS”) (collectively,
11 “Plaintiffs” or “Judgment Creditors”) commenced this action by filing the Complaint
12 in the above referenced action (the “Lawsuit”). Defendants Bob Young Yoon
13 (“Bob”), Y&Y Property Management, Inc. (“YYPM”), Yoon & Yoon Investments,
14 LLC (“YYI”), Kyoung Mee Yoon (“KMY”), Kyoung Sup Yoon (“KSY”), The Victus
15 Group, Inc. (“Victus”), and Blackstone Seattle, LLC (“Blackstone”) (collectively, the
16 “Defendants”), were either duly: served with the Summons and the Complaint for the
17 Lawsuit or waived service of process of the same.

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

20 **SECTION 1:**

21 **STIPULATED JUDGMENT AND ORDER**

22 **BETWEEN JUDGMENT CREDITORS AND JUDGMENT DEBTORS**

23 The Judgment Creditors and Judgment Debtors have agreed to entry of this
24 Stipulated Judgment and Order Between Judgment Creditors and Judgment Debtors
25 as it relates to the allegations contained in the operative pleadings (the “Judgment”).
26 For avoidance of doubt, KMY, KSY, Victus and Blackstone are not judgment debtors
27

**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 under the Judgment and are not parties subject to the herein Judgment.

2 NOW, THEREFORE, on the joint motion of the Judgment Creditors and
3 Judgment Debtors, it is hereby ORDERED, ADJUDGED AND DECREED as
4 follows:

5 **1. Payments.** The Judgment Debtors shall be liable, joint and severally, for
6 monetary damages to the Judgment Creditors equal to One Million Seven Hundred
7 Thousand Dollars (\$1,700,000), payable in installments as set forth in Paragraphs 1.1
8 - 1.4.

9 1.1. First Payment. The Judgment Debtors shall make the first payment
10 of Fifty Thousand Dollars (\$50,000) within 60 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 Paragraph 1.4 below.

13 1.2. Second Payment. The Judgment Debtors shall make the second
14 payment of Fifty Thousand Dollars (\$50,000) within 180 days of entry of the
15 Judgment. If payment is not timely received in full, interest shall accrue on all
16 outstanding amounts at a rate of ten percent (10%) per annum subject to Paragraph
17 1.4 below.

18 1.3. Third Payment. The Judgment Debtors shall make the third
19 payment of Fifty Thousand Dollars (\$50,000) within 270 days of entry of the
20 Judgment. If payment is not timely received in full, interest shall accrue on all
21 outstanding amounts at a rate of ten percent (10%) per annum subject to Paragraph
22 1.4 below.

23 1.4. Fourth Payment. The Judgment Debtors shall make the fourth
24 payment of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) plus any
25 outstanding amount owed, including accrued interest, by October 30, 2020. If the
26 Judgment Creditors have not received full payment for all amounts owed under the
27

1 Judgment by October 30, 2020, the Judgment Debtors shall be liable to pay to the
2 Judgment Creditors, joint and severally, for an additional Twenty Five Thousand
3 Dollars (\$25,000) per month for every month that full payment has not been received
4 (regardless of the amount of the outstanding balance), provided that, as of October
5 30, 2020, no further interest shall accrue by virtue of the terms set forth in Paragraphs
6 1.1 – 1.3.

7 For avoidance of doubt, the foregoing \$25,000 payment per month is comprised
8 of some (but not all) of the additional damages that the Judgment Creditors claim they
9 suffered (above and beyond \$1,700,000) that the Judgment Creditors agreed to forego,
10 provided that, the Judgment Debtors made full payment to the Judgment Creditors
11 under the Judgment by October 30, 2020.

12 1.5. Sale of Property. The Judgment Debtors represent that they will
13 fund a significant portion of the payments set forth in Paragraphs 1.1 – 1.4 from the
14 sale of the Best Western Inn located at 3110 N. Blackstone Avenue, Fresno, California
15 93703 (the “BW Property”).

16 The Judgment Debtors agree that, in connection with the sale of the BW
17 Property, an irrevocable escrow instruction agreed upon by all parties (the “Escrow
18 Instructions”) shall include the list of conditions and expenses that may be deducted
19 from the gross sale proceeds from the sale of the BW Property, as set forth in the
20 attached Exhibit “A”. The balance of net sale proceeds shall then be disbursed
21 directly from escrow to the Judgment Creditors to the extent the Judgment has not
22 been satisfied in full.

23 The Judgment Creditors agree to act in good faith and cooperate with the
24 Judgment Debtors to give effect to the sale of BW Property so that the Judgment
25 Debtors can make timely payments.

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1 Judgment in consideration for the full and timely compliance of all obligations of the
2 Judgment Debtors set forth in the Judgment.

3 2.2. Modification of the Judgment. If the Judgment Debtors fail to
4 fully satisfy the Judgment by October 30, 2020, in addition to all other rights and
5 remedies that the Judgment Creditors may have (all of which are hereby expressly
6 reserved), the Judgment Creditors, in their sole discretion, shall have the right to
7 move the court to modify the Judgment to determine: (i) whether the Judgment
8 Debtors are liable to the Judgment Creditors for fraud; and/or (ii) increase the
9 monetary obligations of the Judgment Debtors to include an award of punitive
10 damages if the court determines that punitive damages are warranted pursuant to
11 California *Civil Code* Section 3294 (regardless of whether the Judgment Debtors are
12 determined liable to the Judgment Creditors for fraud).

13 2.3. Cooperation to Allow the Court to Evaluate Whether to Modify
14 the Judgment. To give full effect to this Paragraph 4 (and all subsections), as it relates
15 to the modification of the Judgment, the Judgment Creditors and Judgment Debtors
16 unconditionally agree to the following: (i) the court will retain jurisdiction to enforce
17 and modify the Judgment; (ii) the failure of the Judgment Debtors to satisfy the
18 Judgment will constitute a “significant change” that was not foreseeable; and (iii) the
19 failure of the Judgment Debtors to satisfy the Judgment constitutes a “hardship” upon
20 the Judgment Creditors.

21 In addition, as it relates to the modification of the Judgment, the Judgment
22 Debtors agree to waive all defenses relating to: (i) the lack of jurisdiction of the court
23 to modify the Judgment; (ii) the lack of a significant change in circumstances
24 warranting a modification; (iii) the lack of hardship on the part of the Judgment
25 Creditors warranting a modification; (iv) the foreseeability of the failure of the
26 Judgment Debtors to satisfy the Judgment; (v) the doctrines of res judicata and

1 collateral estoppel; and (vi) the passage of time (e.g., statute of limitations and laches)
2 to the extent that such defenses rely upon the time accrued between the date of entry
3 of the Judgment to the date that the Judgment is satisfied in full.

4 **3. Bankruptcy or Insolvency Proceeding.** Each of the Judgment Debtors
5 individually acknowledges and the Judgment Debtors collectively acknowledge that
6 each payment and all of the payments made pursuant to the terms of Paragraphs 1.1
7 – 1.4 and the sale of the Property pursuant to the terms of Paragraph 1.5, and any and
8 all other payments made by the Judgment Debtors pursuant to this Agreement are a
9 contemporaneous exchange for new value given to the Judgment Creditors and/or are
10 in fact a contemporaneous exchange as those terms are understood under the United
11 States Bankruptcy Code. In addition, the Judgment Debtors acknowledge that each
12 payment and all of the payments made pursuant to the terms of Paragraphs 1.1 – 1.4
13 and the sale of the Property pursuant to the terms of Paragraph 1.5, and any and all
14 other payments made by the Judgment Debtors to the Judgment Creditors pursuant to
15 this Agreement, were negotiated at arm’s length, were made in good faith, and
16 were/are supported by value and/or reasonable equivalent value received from the
17 Judgment Creditors in exchange for such payments.

18 3.1. Moreover, the Judgment Debtors either individually and/or
19 collectively shall not file a petition under any chapter of the United States Bankruptcy
20 Code within 91 days of the receipt of any payment by the Judgment Creditors made
21 by the Judgment Debtors pursuant to this Agreement. In addition, the Judgment
22 Debtors individually and/or collectively shall not file any receivership, dissolution,
23 assignment for the benefit of creditors, or similar voluntary insolvency proceeding
24 within 91 days of the receipt of any payment by the Judgment Creditors made by the
25 Judgment Debtors pursuant to this Agreement, including but not limited to the Fourth
26 Payment. If the Judgment Debtors, either individually or collectively, file a petition
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1 for relief under any chapter(s) of the United States Bankruptcy Code before this
2 Agreement is fully performed, the Judgment Creditors shall be entitled to immediate
3 relief from and lifting of the automatic stay under Paragraph 362 of the United States
4 Bankruptcy Code without any opposition from the Judgment Debtors and/or any of
5 the Judgment Debtors that filed such petition (each a "Filing Debtor"). Moreover,
6 each Filing Debtor waives each and every defense, setoff, or counter-claim(s) that it
7 could otherwise assert in opposition to any motion by the Judgment Creditors for
8 relief from the automatic stay for any purpose. Similarly, the Judgment Debtors
9 acknowledge that each of them individually and/or collectively agree(s) that any
10 voluntary insolvency proceedings, whether for the appointment of a receiver, an
11 assignment for the benefit of creditors, a dissolution, or similar insolvency proceeding
12 was/is/has been filed in bad faith, and any motion filed by the Judgment Creditors to
13 dismiss such proceeding(s) should be immediately granted and that the Judgment
14 Debtors individually and/or collectively waive any and all defenses to any motion(s)
15 filed by the Judgment Creditors to dismiss such proceeding(s).

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

18 **5. Responsibility for Payment of Taxes.** The Judgment Debtors shall be
19 solely responsible for payment of all taxes owed to all applicable tax authorities in the
20 United States relating to the ownership and sale of the BW Property. The Judgment
21 Creditors shall be solely responsible for payment of all taxes owed to all applicable
22 tax authorities for the settlement payments/payments received pursuant to the
23 Judgment.

24 **6. Withdrawal of *Lis Pendens*.** The Judgment Creditors shall withdraw
25 their recorded *lis pendens* from the Best Western Inn located at 3110 N. Blackstone
26 Avenue, Fresno, California 93703, by August 20, 2019 or as soon thereafter as
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1 reasonably possible, provided that, Plaintiffs have received adequate contractual
2 assurances that the gross sale proceeds of the BW Property will be deposited into an
3 escrow account pursuant to the Paragraph 1.5.

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

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

21 The Judgment Creditors agree to indemnify, defend and hold harmless the
22 Judgment Debtors, KSY, KYM, Victus and Blackstone for, from and against any and
23 all liability, demands, damages, claims, causes of action, judgments, awards,
24 expenses, and fees (including reasonable fees of attorneys, experts and
25 consultants) including, but not limited to, claims for personal injury, emotional and
26 psychological distress, pain and suffering, property damage, loss of income,
27

1 diminution in business value or goodwill, and death, that arises from, pertains to, or
 2 relates to (whether in whole or in part) the Judgment Creditor’s breach of the
 3 Judgment. The parties intend for this provision to not violate any applicable laws
 4 (including *Civil Code* §§ 2782 *et. seq.*) and, to the fullest extent permitted by law, this
 5 provision shall be interpreted in such a manner. For avoidance of doubt, no indemnitor
 6 shall be required to indemnify or defend an indemnitee for that indemnitee’s sole
 7 negligence or willful misconduct as adjudicated by a court of competent jurisdiction.

8 **9. Lis Pendens.** The Judgment Creditors will not attach a *lis pendens* against real
 9 property that Defendants own prior to October 30, 2020, provided that, Defendants
 10 act in good faith to not transfer assets to third parties or otherwise circumvent the
 11 Judgment.

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

16 **SECTION 2:**

17 **STIPULATED FINDINGS OF FACT AND**
 18 **CONDITIONAL RELEASES BY ALL PARTIES**

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

- 22 1.1 HJS owns 50% of all preferred shares of YYPM.
- 23 1.2 SJS owns 50% of all preferred shares of YYPM.
- 24 1.3 Bob owns a total of 50% of all stocks of YYPM.
- 25 1.4 Bob owns a total of 100% of all shares of YYPM common stock.
- 26 1.5 Bob owns 50% of all outstanding stocks of YYPM.

1 1.6 YYI owes SJS Two Hundred Thousand Dollars (\$200,000).

2 1.7 HJS owns 81.972% interest in YYI.

3 **2. Mutual Release of Claims.**

4 2.1. Plaintiffs' Release of Claims. Upon full payment of all sums owed
5 by the Judgment Debtors under the Judgment (and dismissal with prejudice of the
6 counter-complaint filed against the Judgment Creditors), the Judgment Creditors,
7 individually and in their capacities as shareholders, owners, members, partners,
8 officers, and/or directors of YYPM, YYI, Y&Y Enterprises, LLC, and any legal
9 entity, agree to finally and forever release, waive, and discharge the Judgment
10 Debtors, KMY, KSY, Victus, Blackstone, and their past and current representatives,
11 agents, officers, directors, owners, members, partners, shareholders and employees
12 from any and all claims, actions, lawsuits, causes of action, liens, debts, awards,
13 judgments, liabilities, demands, obligations, contracts or commitments, debts,
14 accounts, covenants, disputes, controversies, agreements, promises, acts, costs, fees
15 and expenses (including without limitation attorneys' fees, experts' fees and
16 consultants' fees), damages, and executions, of whatever kind or nature, including
17 (but not limited to) statutory, civil, common law or administrative claims, contract or
18 tort claims, whether express, implied in law or fact, oral or written, whether known
19 or unknown, suspected or unsuspected, fixed or contingent, apparent or concealed, at
20 law or in equity, in connection with, that relates to, or arises from the Lawsuit, or any
21 investments or financial transactions between the Judgment Creditors, and the
22 Judgment Debtors, KMY, KSY, Victus, or Blackstone.

23 2.2. Defendants' Release of Claims. Upon full payment of all sums
24 owed by the Judgment Debtors under the Judgment (and the dismissal with prejudice
25 of the Lawsuit against KMY, KSY, Victus, and Blackstone), the Judgment Debtors,
26 KMY, KSY, Victus, and Blackstone (individually and in their capacities as

1 shareholders, owners, members, partners, officers, employees, and/or directors of any
2 legal entity) and anyone “standing in the shoes” of any of the foregoing, whether a
3 trustee, debtor-in-possession, examiner, receiver, assignee for the benefit of creditors,
4 custodian, responsible officer, corporate monitor, administrator, executor, or other
5 court-appointed fiduciary, agree(s) to finally and forever release, waive, and discharge
6 HJS and SJS (and their respective past and current representatives, agents, officers,
7 directors, owners, members, partners, shareholders and employees) from any and all
8 claims, actions, lawsuits, causes of action, liens, debts, awards, judgments, liabilities,
9 demands, obligations, contracts or commitments, debts, accounts, covenants,
10 disputes, controversies, agreements, promises, acts, costs, fees and expenses
11 (including without limitation attorneys’ fees, experts’ fees and consultants’ fees),
12 damages, and executions, of whatever kind or nature, including (but not limited to)
13 statutory, civil, common law or administrative claims, contract or tort claims, whether
14 express, implied in law or fact, oral or written, whether known or unknown, suspected
15 or unsuspected, fixed or contingent, apparent or concealed, at law or in equity, in
16 connection with, that relates to, or arises from the Lawsuit or any investments or
17 financial transactions between the Judgment Creditors and the Judgment Debtors,
18 KMY, KSY, Victus, or Blackstone.

19 2.3. Civil Code Section 1542. EACH PARTY ACKNOWLEDGES
20 THAT IT HAS BEEN ADVISED BY THEIR RESPECTIVE LEGAL COUNSEL
21 AND ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA *CIVIL CODE*
22 SECTION 1542, WHICH PROVIDES AS FOLLOWS:

23 “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
24 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
25 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
26 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST

1 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
2 **WITH THE DEBTOR.”**

3 BEING AWARE OF SAID CODE PARAGRAPH, EACH RELEASING
4 PARTY HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT/HE/SHE
5 MAY HAVE THEREUNDER, AS WELL AS ANY AND ALL RIGHTS IT/HE
6 MAY HAVE BY REASON OF OTHER STATUTES OR COMMON LAW
7 PRINCIPLES OF SIMILAR EFFECT.

8 2.4. Agreement Effective Notwithstanding Subsequent Discovery of
9 Different Facts. Each party acknowledges that it/he/she may hereafter discover facts
10 different from or in addition to those they now know or believe to be true with respect
11 to the claims, demands, causes of action, obligations, damages, liabilities of any
12 nature whatsoever that are the subject of the release set forth herein, and each party
13 hereto expressly agrees to assume the risk of the possible discovery of additional or
14 different facts, and agree that the release shall be and remain effective in all respects
15 regardless of such additional or different facts.

16 2.5. Representation of Non-Assignment. Each releasing party warrants
17 that it has not, prior to the execution of this Judgment, assigned to any other person
18 or entity any of the claims being settled, released or waived by the terms of this
19 Judgment. Accordingly, if any person or entity not a party to this Judgment hereafter
20 makes any claim against any released party, and such claim arises as a result of any
21 assignment (whether in fact or by operation of law) or purported subrogation of the
22 rights of any releasing party, then that releasing party agrees to indemnify, defend,
23 and hold harmless each released party against any and all losses, costs, expenses,
24 attorney's fees, obligations or other liabilities at the time such losses are incurred
25 arising out of or relating to any such purported claims asserted by any such third party.

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

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
- TOT Taxes
- TBID Taxes
- CA Tourism Assessment Taxes
- Title Insurance
- Title Insurance Inspections
- Title Insurance Processing Fees
- ALTA Surverys

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

18 For avoidance of doubt, none of the above expenses shall be made unless reasonable,
19 and necessary (or widely accepted and customary practice) for the sale of substantially
20 similar properties.

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

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1 **STIPULATED AS TO SECTION 1: STIPULATED JUDGMENT**
2 **BETWEEN JUDGMENT CREDITORS AND JUDGMENT DEBTORS¹**
3

4 Dated: August ___, 2019 HYUN JU SHIN

5 Sign:

6
7 Dated: August ___, 2019 SU JUNG SHIN

8 Sign:

9 Dated: August ___, 2019 BOB YOUNG YOON

10 Sign:

11
12 Dated: August ___, 2019 Y&Y PROPERTY MANAGEMENT, INC.

13 Sign:

14 Name:

15 Title:

16 Dated: August ___, 2019 YOON AND YOON INVESTMENTS, LLC

17 Sign:

18 Name:

19 Title:

20
21 **STIPULATED AS TO SECTION 2: STIPULATED FINDINGS OF FACT**
22 **AND CONDITIONAL RELEASES BY ALL PARTIES²**

23 Dated: August ___, 2019 HYUN JU SHIN
24

25 ¹ The Court notes that the filed stipulation (Doc. No. 52) contains signatures in counterparts for this “Section 1.”

26 ² The Court notes that the filed stipulation (Doc. No. 52) contains signatures in counterparts for this “Section 2.”

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Sign:

Dated: August ____, 2019 SU JUNG SHIN

Sign:

Dated: August ____, 2019 BOB YOUNG YOON

Sign:

Dated: August ____, 2019 Y&Y PROPERTY MANAGEMENT, INC.

Sign:

Name:

Title:

Dated: August ____, 2019 YOON AND YOON INVESTMENTS, LLC

Sign:

Name:

Title:

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

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

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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.

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

IT IS SO ORDERED.

Dated: September 10, 2019



SENIOR DISTRICT JUDGE