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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH**

In re:

EMPIRE SOLAR GROUP, LLC,

Debtor.

Bankruptcy No.21-23636

Chapter 7

Honorable Joel T. Marker
[Filed via ECF]

**MOTION PURSUANT TO 11 U.S.C. §§ 105(a) AND FEDERAL RULES OF
BANKRUPTCY PROCEDURE 9014 AND 9019, FOR ENTRY OF AN ORDER
APPROVING A SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS
BETWEEN THE TRUSTEE, ON THE ONE HAND AND OKIIREVE INC. ON THE
OTHER HAND**

MOTION

Pursuant to 11 U.S.C. §§ 105(a) and Federal Rules of Bankruptcy Procedure 9014 and 9019, Steven R. Bailey (the “**Trustee**”), in his capacity as Chapter 7 trustee of the estate of Empire Solar Group, LLC (the “**Debtor**”), through counsel, hereby moves (the “**Motion**”) the

Court for the entry of an order approving the form and substance of the *Settlement Agreement and Mutual Release of Claims* (the “**Agreement**”) attached hereto as Exhibit “1,” which Agreement is between the Trustee, on the one hand, and Okiireve Inc.(“**Okiireve**”), on the other hand, to settle and resolve possible avoidance claims asserted against Okiireve.

The Agreement was executed by the Trustee and Okiireve on July 21, 2022, but it is only effective if its terms are approved by the Court pursuant to this Motion. In summary, the Agreement provides for a Settlement Payment from Okiireve in the amount of \$90,000.00 in settlement of the estate’s claims related to certain prepetition payments the Debtor made to Okiireve within the 90-day period prior to its petition date (the “**Preference Period**”) and any other claims that the Trustee might have (such as fraudulent transfer claims) that the Trustee might have against Okiireve related to additional transfers made before the Preference Period. Further, both the Trustee and Okiireve will release and discharge one another from all further claims and causes of action relating to the transfers or other matters related to the Debtor’s Bankruptcy Case (other than future claims, if any, for breach of the Agreement). As part of the Agreement, and assuming its approval, Okiireve will receive an allowed general unsecured claim under Section 502(h) in the amount of the Settlement Payment.

MEMORANDUM OF LAW

I. JURISDICTION AND VENUE.

1. The Court has jurisdiction respecting the Motion and the relief requested herein pursuant to 28 U.S.C. §§ 1334 and 157.

2. The Motion presents a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (I), (N) and (O).

3. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The legal predicates for the relief sought in the Motion are 11 U.S.C. § 105(a), and Rules 9014 and 9019 of the Federal Rules of Bankruptcy Procedure.

II. FACTUAL BACKGROUND.

5. The Debtor commenced the above-captioned chapter 7 bankruptcy proceeding (the “**Bankruptcy Case**”) on August 22, 2021 (the “**Petition Date**”) by filing a voluntary petition for relief under chapter 7 of title 11 of the United States Code (the “**Bankruptcy Code**”).

6. The Trustee is the duly qualified and acting Chapter 7 trustee in the Bankruptcy Case.

7. Prior to the Petition Date, but within the two-year period prior to the Petition Date, the Debtor obtained four loans from Okiireve (the “**Prepetition Loans**”), and made payments on such Prepetition Loans.

8. As of the Petition Date, the Debtor had repaid all of the Prepetition Loans.

9. The Debtor’s records indicate that, during the Preference Period, the Debtor made eight separate payments to Okiireve on the Prepetition Loans, each in the amount of \$38,666.67, for total payments to Okiireve during the Preference Period of \$309,333.36 (the “**Preference Period Transfers**”).

10. The Trustee asserts that some or all of the Preference Period Transfers are avoidable and recoverable from Okiireve pursuant to Sections 547 and 550 of the Bankruptcy Code.

11. The Trustee further asserts that Okiireve may have liability to the estate for the return other transfers made by the Debtor during the two-year period prior to the Petition Date pursuant to Sections 544 and/or 548 and 550 of the Bankruptcy Code (the “**Two-Year Transfers**” and, together with the Preference Period Transfers, the “**Prepetition Transfers**”).

12. Okiireve asserts that some or all of the Preference Period Transfers are protected from avoidance and recovery because they were made and received in the ordinary course of business within the meaning of Section 547(c)(2) of the Bankruptcy Code. Okiireve further asserts that the Two-Year Transfers are not avoidable or recoverable because Okiireve provided reasonably equivalent value for such transfers in the form of satisfaction of antecedent debt.

13. The Trustee and Okiireve have engaged in settlement negotiations concerning the Prepetition Transfers and the various claims and defenses that may relate thereto.

14. As a result of those settlement negotiations, the Trustee and Okiireve have reached an agreement, whereby (a) Okiireve will pay the Trustee, for the benefit of the Estate, the amount of NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00) (the “**Settlement Payment**”) in full and final satisfaction of all claims related to all Prepetition Transfers, (b) Okiireve will receive an allowed general unsecured claim under Section 502(h) in the amount of the Settlement Payment, and (c) both the Trustee and Okiireve will release and discharge one

another from all further claims and causes of action related to the Prepetition Transfers (with Okiireve being released only upon full payment of the Settlement Payment).

III. RELIEF REQUESTED.

15. By this Motion, the Trustee respectfully asks the Court to enter an order approving the Agreement and ratifying the Trustee's execution of the Agreement on behalf of the estate, pursuant to 11 U.S.C. § 105(a) and Federal Rules of Bankruptcy Procedure 9014 and 9019.

16. The Trustee believes the Agreement is in the best interest of estate and its creditors. The Trustee further believes he has exercised sound business judgment in entering into the Agreement. If the Agreement is approved, the bankruptcy estate will receive \$90,000.00 in unencumbered funds.

17. Typically, in considering whether to approve a settlement of claims brought by the bankruptcy estate, courts consider the four factors outlined in *In re Kopexa Realty Venture Co.*, 213 B.R. 1020, 1022 (10th Cir. BAP 1997). Those factors are (a) the probability of success in the litigation, (b) the difficulties to be encountered in collection, (c) the complexities and expense of the litigation involved, and (d) the interests of creditors in proper deference to their reasonable views.

18. Further, settlements are favored in bankruptcy. *See In re Southern Medical Arts Co. Inc.*, 343 B.R. 250 (10th Cir. BAP 2006); *In re Kaiser Steel Corp.*, 105 B.R. 971, 978 (D. Colo. 1989). Appellate courts have held that a bankruptcy court's approval of a compromise must be affirmed unless the court's determination is either (1) completely devoid of minimum

evidentiary support displaying some hue of credibility, or (2) bears no rational relationship to the supportive evidentiary data. *Id.* The underlying test for the bankruptcy court's approval of a settlement is whether the trustee's actions are "within the universe of reasonable actions," not whether pressing onward might produce more funds. *See In re Mailman Steam Carpet Cleaning Corp.*, 212 F.3d 632, 636 (1st Cir. 2000), *cert denied*, 531 U.S. 960, 121 S.Ct. 385, 148 L.Ed.2d 297 (2000); *see also In re CS Mining, LLC*, 574 B.R. 259, 273 (Bankr. D. Utah 2017).

19. Considering the four *Kopexa Realty* factors, the Trustee believes the Agreement is fair, equitable, and in the best interests of the estate and creditors, and that the Agreement should be approved.

20. As an initial matter, the Trustee does not believe that the entire amount of the Prepetition Transfers can be avoided and recovered under Section 547. The total amount of the Preference Period Transfers is \$309,333.36 based upon eight (8) transfers each in the amount of \$38,666.67. But the Trustee believes that four (4) of the eight (8) transfers are likely fully protected, with the remaining four (4) transfers, totaling \$154,666.68, being the transfers for which there is a fair ground for disagreement. Further, while the Trustee has raised the question of whether the Two-Year Transfers could be avoided as fraudulent transfers under Section 548 (based in part on the very high interest rate associated with Okiireve's loans), Okiireve has pointed out that all transfers made by the Debtor were in satisfaction of legitimate loans and that, at least generally speaking, satisfaction of an antecedent debt constitutes value for purposes of a constructive fraudulent transfer claim.

21. Given the claims and defenses and the various facts that have been exchanged

by the parties, the Trustee believes that a settlement payment to the estate of \$90,000.00 is a very favorable result, particularly because the Trustee has not even had to file a lawsuit against Okiireve to obtain the settlement. This settlement will eliminate any need for the estate to incur litigation expenses. It also will result in payment of a substantial amount to the estate in very short order instead of payment at a later date after litigation has concluded (assuming the Trustee were to prevail in such litigation). The Trustee also is unaware of any basis he would have to recover his attorneys' fees and costs incurred from having to litigate against Okiireve, in the event litigation were commenced. Thus, the first *Kopexa* factor weighs heavily in favor of approval of the Agreement.

22. While Okiireve appears to be a solvent and ongoing business enterprise, the Trustee has no independent knowledge as to the financial viability of Okiireve and cannot calculate the difficulty in collecting a judgment against Okiireve if one were obtained. The Trustee assumes he could collect a judgment against Okiireve if one were entered. But even if the Trustee would not have difficulty collecting a judgment, payment of that judgment would only occur in the future after litigation has concluded. Further, depending upon the amount of the judgment and the basis for it, Okiireve could seek to appeal the judgment, further delaying the Trustee's recovery on these claims. The Agreement, however, provides for payment to the estate no later than August 26, 2022 (assuming court approval before then). In short, the Trustee views the second *Kopexa* factor as either neutral or favoring approval of the Agreement because, even if he obtained a judgment and even if there are no issues with collectability, the attorneys' fees and costs expended in order to obtain the judgment would need to be taken into

account and so would the delay in collection.

23. The settlement also avoids any need for the Trustee to litigate against Okiireve. Absent the settlement, the Trustee would need to commence an adversary proceeding, engage in discovery, and then either file and successfully prosecute a summary judgment motion addressed to Okiireve's affirmative defenses, or those affirmative defenses would need to be tried. As part of that litigation, the Trustee would need to retain and pay an expert to at least provide opinions on (a) whether payments during the Preference Period were in the ordinary course either subjectively or objectively, and (b) whether payments made outside the Preference Period but during the two-year fraudulent transfer payment were for reasonably equivalent value given the interest rate and other terms of Okiireve's loans to the Debtor. In short, litigation with Okiireve would require the expenditure of additional resources. If the Agreement is approved, of course, then litigation with Okiireve and all of the expenses associated with such litigation will be completely avoided. That is a substantial savings to the bankruptcy estate. Thus, the third *Kopexa* factor weighs heavily in favor of approval of the Agreement.

24. Finally, the interest of creditors in this case is to recover assets at a reasonable cost, in light of the circumstances. Under the Agreement, the estate will receive \$90,000.00 in unencumbered funds in short-order. Given the facts underlying the transactions between the Debtor and Okiireve, and Okiireve's likely defenses, the settlement is a fair result, particularly given that no funds will need to be expended in formal litigation to obtain these funds. This is a meaningful recovery for the estate, and it has been obtained without having to needlessly incur

substantial administrative expenses. Thus, the fourth *Kopexa* factor also weighs in favor of approval of the Agreement.

25. Based upon the foregoing, the Trustee believes in his business judgment that the settlement he has negotiated with Okiireve should be approved. In the Trustee's view, this is a fair and reasonable settlement. *See, e.g., Shaw v. Anderson (In re Anderson)*, 2006 Bankr. LEXIS 4420, at *23 (Bankr. D. Utah August 14, 2006) (noting that the Court's obligation under Rule 9019 is to "'canvass the issues and see whether the settlement falls below the lowest point in the range of reasonableness' in order to determine whether the settlement is 'fair and equitable' and in the best interests of the estate") (citations omitted).

WHEREFORE, based upon the foregoing, the Trustee respectfully asks the Court to (a) approve the Agreement, (b) and grant the Trustee such other and further relief as the Court deems just and proper. For the Court's convenience, a proposed Order approving this motion is attached hereto as Exhibit "2."

DATED this 22nd day of July, 2022.

RAY QUINNEY & NEBEKER P.C.

/s/ Michael R. Johnson

Michael R. Johnson
Counsel for the Trustee

CERTIFICATE OF SERVICE

I certify that on July 22, 2022, the foregoing document was electronically filed with the Court and therefore served via ECF upon the following:

- **B. Scott Allen** coley@mvmlegal.com
- **Rod N. Andreason** randreason@kmclaw.com, mkowalczyk@kmclaw.com
- **Steven R. Bailey tr** karen@baileylaw.org, UT06@ecfcbis.com
- **Megan K Baker** baker.megan@dorsey.com
- **Matthew M. Boley** mboleyley@ck.law, klopez@ck.law
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- **United States Trustee** USTPRegion19.SK.ECF@usdoj.gov

/s/ Carrie Hurst

1609594

EXHIBIT 1

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Attorneys for Steven R. Bailey, Chapter 7 Trustee

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH

In re:	Bankruptcy Case No. 21-23636
EMPIRE SOLAR GROUP, LLC,	Chapter 7
Debtor.	Honorable Joel T. Marker

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This *Settlement Agreement and Mutual Release of Claims* ("Agreement") is made and entered into this 2nd day of July, 2022, by and between Steven R. Bailey, the duly-appointed Chapter 7 Trustee (the "Trustee") for the above-captioned estate (the "Estate") of Empire Solar Group, LLC (the "Debtor"), on the one hand, and Okiireve Inc. ("Okiireve"), on the other hand. The Trustee and Okiireve are sometimes collectively referred to herein as the "Parties."

RECITALS

1. The Debtor commenced the above-captioned chapter 7 bankruptcy proceeding (the "Bankruptcy Case") on August 22, 2021 (the "Petition Date") by filing a voluntary petition for relief under chapter 7 of title 11 of the United States Code (the "Bankruptcy Code").
2. The Trustee is the duly qualified and acting Chapter 7 trustee in the Bankruptcy Case.

3. Prior to the Petition Date, but within the two year period prior to the Petition Date, the Debtor obtained four loans from Okiireve (the **"Prepetition Loans"**), and made payments on such Prepetition Loans.

4. As of the Petition Date, the Debtor had repaid all of the Prepetition Loans.

5. Within the ninety (90) day period prior to the Petition Date (the **"Preference Period"**), the Debtor made certain payments to Okiireve on account of such Prepetition Loans.

6. Specifically, the Debtor's records indicate that, during the Preference Period, the Debtor made eight separate payments to Okiireve, each in the amount of \$38,666.67, for total payments to Okiireve during the Preference Period of \$309,333.36 (the **"Preference Period Transfers"**).

7. The Trustee asserts that some or all of Preference Period Transfers are avoidable and recoverable as preferential transfers pursuant to Sections 547 and 550 of the Bankruptcy Code. The Trustee further asserts that Okiireve may have liability to the estate for the return other transfers made by the Debtor during the two-year period prior to the Petition Date pursuant to Sections 544 and/or 548 and 550 of the Bankruptcy Code (the **"Two-Year Transfers"** and, together with the Preference Period Transfers, the **"Prepetition Transfers"**).

8. Okiireve asserts that some or all of the Preference Period Transfers are protected from avoidance and recovery because they were made and received in the ordinary course of business within the meaning of Section 547(c)(2) of the Bankruptcy Code. Okiireve further asserts that the Two-Year Transfers are not avoidable or recoverable because Okiireve provided reasonably equivalent value for such transfers in the form of satisfaction of antecedent debt.

9. Trustee and Okiireve have engaged in settlement negotiations concerning the Prepetition Transfers and the various claims and defenses that may relate thereto.

10. As a result of those settlement negotiations, the Trustee and Okiireve have reached an agreement, incorporated herein, whereby (a) Okiireve will pay the Trustee, for the benefit of

the Estate, the amount of NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00) (the "Settlement Payment") in full and final satisfaction of all claims related to all Prepetition Transfers, (b) Okiireve will receive an allowed general unsecured claim under Section 502(h) in the amount of the Settlement Payment, and (c) both the Trustee and Okiireve will release and discharge one another from all further claims and causes of action related to the Prepetition Transfers (with Okiireve being released only upon full payment of the Settlement Payment).

AGREEMENT

Based upon the foregoing Recitals, which are expressly incorporated herein by this reference, and for good and valuable other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be bound, stipulate and agree as follows:

1. Court Approval: The Parties expressly acknowledge and agree that this Agreement and the Trustee's performance hereunder is subject to the approval of the Court. The Trustee shall, as soon as reasonably possible after execution of this Agreement by the Parties, seek Court approval of this Agreement pursuant to Federal Rule of Bankruptcy Procedure 9019 (the "Approval Order").

2. Cash Payment of Settlement Payment; Timing; Method: Okiireve agrees to remit the Settlement Payment to the Trustee by no later than August 26, 2022, which remittance shall be made through delivery of the Settlement Payment directly to the Trustee by wire transfer to the Trustee's BMS account which is maintained by the Trustee as part of his duties and obligations in the Bankruptcy Case. The Trustee, or his counsel, shall provide wire instructions to Okiireve promptly upon execution of this Agreement. The Trustee shall hold the Settlement Payment in the BMS account, and shall not use, spend or encumber the funds, pending the entry of the Approval Order.

3. Settlement Payment Becomes Non-Refundable Upon Entry of Approval Order. The Trustee shall hold the Settlement Payment in his BMS account pending the entry of the

Approval Order. The Settlement Payment shall become non-refundable and shall become property of the Trustee for the benefit of the Estate once the Bankruptcy Court enters its Approval Order, and the same becomes final and non-appealable. In the event the Bankruptcy Court fails to enter the Approval Order, or in the event the Bankruptcy Court enters the Approval Order but the same does not become final and non-appealable, then the Trustee shall promptly (within five (5) business days), return the Settlement Payment to Okiireve, this Agreement shall become null and void, and the Parties shall be restored to the positions they enjoyed prior to the entry of this Agreement.

4. Release of Claims Against Okiireve. Effective only upon (a) full and timely payment of the Settlement Payment on the terms and conditions set forth herein, (b) the entry of the Approval Order, and (c) the Approval Order becoming final and non-appealable, the Trustee releases and forever discharges Okiireve and its agents, attorneys, shareholders, representatives, predecessors, successors, assigns, and insurers (collectively, the **"Okiireve Released Parties"**) from any and all manner of actions, causes of action in law or in equity, suits, debts, liens, contracts, liabilities, claims, demands, damages, losses, fees, costs, or expenses, set offs, or claims for recoupment, of any nature whatsoever, known or unknown, fixed or contingent that the Trustee may have against the Okiireve Released Parties, from the beginning of time to the date hereof, based upon any claims, acts or omissions of the Okiireve Released Parties relating to the Prepetition Loans or the Prepetition Transfers; *provided however*, that the release provided under this paragraph is not a release of any claims or causes of action arising out of or resulting from a default under or breach of this Agreement or any claims or causes of action unrelated to the subject matter of this Agreement.

5. Release of Claims Against Trustee, the Debtor and the Estate. Effective upon the entry of the Approval Order and the Approval Order becoming final and non-appealable, Okiireve releases and forever discharges the Debtors, the Estate, the Trustee and each of their

agents, attorneys, representatives, predecessors, successors and assigns (collectively, the "Trustee Released Parties") from any and all manner of actions, causes of action in law or in equity, suits, debts, liens, contracts, liabilities, claims, demands, damages, losses, fees, costs, or expenses, set offs, or claims for recoupment, of any nature whatsoever, known or unknown, fixed or contingent that Investors have or may have against the Trustee Released Parties from the beginning of time to the date of this Agreement relating to the Prepetition Loans or the Prepetition Transfers; *provided, however*, the release provided under this paragraph is not a release of any claims or causes of action arising or resulting from a default under or breach of this Agreement or any claims or causes of action unrelated to the subject matter of this Agreement.

6. Okiireve Section 502(h) Claim. Effective only upon (a) full and timely payment of the Settlement Payment on the terms and conditions set forth herein, (b) the entry of the Approval Order, and (c) the Approval Order becoming final and non-appealable, Okiireve shall be deemed to have an allowed general unsecured claim against the Debtor's estate in the amount of \$90,000.00, which allowed general unsecured claim shall be treated and paid in the same manner as all other allowed general unsecured claim in the Debtor's case. To assist the Trustee in properly accounting for and treating such claim, Okiireve shall file a proof of claim in the amount of \$90,000.00 within thirty (30) days of its payment of the Settlement Payment.

7. Okiireve Representations. Okiireve and all persons signing this Agreement on its behalf represent and warrant that they have full power and authority to enter into this Agreement, that any and all corporate approvals required to make this Agreement effective have been obtained, that there has been no assignment or other transfer of a claim, cause of action or other liability which might affect or impair the releases set forth in this Agreement, and that they have not filed any proofs of claims or asserted any claims in the Bankruptcy Case other than those discussed in this Agreement.

9. Representations of the Trustee. The Trustee represents that, as the Court-authorized representative of the Debtor and the Estate, he has full power and authority to enter into this Agreement on behalf of the Debtor and the Estate, subject to approval of the same by the Bankruptcy Court.

10. Attorneys' Fees and Costs. Each of the Parties shall bear its own respective attorneys' fees and costs incurred in connection with entering into, obtaining Court approval of, and implementing this Agreement. In the event suit is brought by either Party to enforce or interpret the terms of this Agreement, however, the prevailing party shall be entitled to an award of his, or its reasonable attorneys' fees and costs incurred.

11. Effectuation of Agreement. The Parties agree to perform any other or further acts, and execute and deliver any other or further documents, as may be necessary or appropriate to implement this Agreement, including without limitation, to execute and deliver if appropriate, any documents necessary to obtain approval of this Agreement from the Bankruptcy Court. Except as specifically required by any order entered by the Bankruptcy Court, the Trustee may execute any documents necessary to effectuate this Agreement without further notice and hearing.

12. Binding Effect. Subject to entry of the Approval Order, this Agreement shall be binding upon each of the Parties, and upon their respective successors-in-interest, heirs and/or assigns. All representations and warranties made herein shall survive execution of this Agreement and shall at all times subsequent to the execution of this Agreement remain binding and fully enforceable.

13. Bankruptcy Court Jurisdiction. Any claims or causes of action, whether legal or equitable, arising out of or based upon this Agreement or related documents, including but not limited to interpretation and/or enforcement of this Agreement, shall be commenced in the

Bankruptcy Court. The Parties hereby consent to the jurisdiction, venue and process of the Bankruptcy Court.

14. Governing Law. This Agreement is made pursuant to and shall be governed and interpreted by laws of the State of Utah and, where applicable, federal bankruptcy law.

15. Construction of Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with governing law. This Agreement has been negotiated by each of the Parties (or their respective counsel) and the language of the Agreement shall not be construed for or against any particular party.

16. Voluntary Agreement. This Agreement has been carefully read by the Parties and has been reviewed by the Parties' respective legal counsel (or, if not represented, such Parties had the opportunity to engage counsel to review the Agreement); the contents hereof are known and understood by the Parties; and each of the Parties acknowledges that such party is under no duress or undue influence and that each of the Parties executes this Agreement as its own free and voluntary act.


17. Integration and Amendments. This Agreement shall constitute the entire agreement and understanding of and between the Parties in relation to matters described herein, and no statements, representations, inducements or promises other than as expressly set forth herein have been given or received by any of the Parties (nor by their respective agents, employees, attorneys or representatives) in return for same. All negotiations, oral conversations, statements, representations and/or agreements leading up to the execution of this Agreement are merged herewith and shall not be the basis for any legal rights, claims or defenses in relation to any litigation or otherwise. No parole or extrinsic evidence may be used to contradict any of the terms of this Agreement. Any amendment to this Agreement must be in writing, signed by duly authorized representatives of the Parties hereto, and specifically state the intent of the Parties to amend this Agreement.

18. Severability. To the extent that any portion of this Agreement is held unenforceable by a court, tribunal or arbiter of competent jurisdiction, the remainder of this Agreement shall remain binding and enforceable provided that the primary purpose of the Agreement is not frustrated.

19. Counterparts. This Agreement may be executed by the Parties hereto in any number of identical counterparts, each of which, once executed and delivered in accordance with the terms of this Agreement, will be deemed an original with all such counterparts taken together constituting one and the same instrument. Delivery by facsimile, encrypted e-mail or e-mail file attachment of any such executed counterpart to this Agreement will be deemed the equivalent of the delivery of the original executed agreement or instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

OKIIREVE INC.


By: Bart Smith
Its: President

**STEVEN R. BAILEY, solely in his capacity as
Chapter 7 Trustee**



Chapter 7 Trustee for the Estate of Empire Solar,
LLC, Case No. 21-23636 (Bankruptcy D. Utah)

EXHIBIT 2

Prepared and Submitted by:

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David H. Leigh, Esq. (A9433)
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH

In re:	Bankruptcy Case No. 21-23636
EMPIRE SOLAR GROUP, LLC,	Chapter 7
Debtor.	Honorable Joel T. Marker

**ORDER GRANTING MOTION, PURSUANT TO 11 U.S.C. §105(a) AND FEDERAL
RULES OF BANKRUPTCY PROCEDURE 9014 AND 9019, FOR ENTRY OF AN
ORDER APPROVING A SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS
BETWEEN THE TRUSTEE, ON THE ONE HAND, AND OKIIREVE INC., ON THE
OTHER HAND ON THE OTHER HAND**

This matter is before the Court on the *Motion, Pursuant to 11 U.S.C. § 105(a) and
Federal Rules of Bankruptcy Procedure 9014 and 9019, for Entry of an Order Approving a*

Settlement Agreement and Mutual Release of Claims Between the Trustee, on the One Hand, and Okiireve Inc., on the Other Hand (the “**Motion**”) which was filed by Steven R. Bailey (the “**Trustee**”), who is the Chapter 7 Trustee in the above-entitled case. The Motion was filed on July 22, 2022, as Dkt. ____.

In the Motion, the Trustee asks the Court to approve the form and content of a *Settlement Agreement and Mutual Release of Claims* (the “**Agreement**”) between the Trustee, on the one hand, and Okiireve Inc. (“**Okiireve**”), on the other hand, to settle and resolve certain claims which the bankruptcy estate may have Okiireve, including claims for the avoidance and recovery of preferential and/or fraudulent transfers. In summary, the Agreement provides that in resolution of such claims, Okiireve will make a settlement payment to the estate totaling \$90,000.00 (the “**Settlement Payment**”). The Agreement also provides for mutual releases and that Okiireve will receive an allowed general unsecured claim under Section 502(h) in the amount of the Settlement Payment. A signed copy of the Agreement is attached to the Motion.

The Court, after reviewing the Motion and the Agreement and such other and further matters in the file as the Court deemed appropriate, after considering any responses or objections to the Motion in the Court’s file, after further noting that the deadline for responding or objecting to the Motion has now expired, and after independently determining that the Motion and the Agreement attached thereto appears to be in the best interests of the estate and its creditors, has determined that the Motion is well-taken, and that the relief requested therein should be granted.

Accordingly, pursuant to 11 U.S.C. § 105(a) and Federal Rules of Bankruptcy Procedure 9014 and 9019, based upon the foregoing, and good cause appearing therefor, **IT IS HEREBY ORDERED** as follows:

1. The Motion shall be, and it hereby is, approved.
2. The Agreement attached to the Motion shall be, and it hereby is, approved as to the form and content in its entirety, and the Agreement is binding on the estate.

3. The Trustee's execution of the Agreement for and on behalf of the estate is approved, and the Trustee is authorized to consummate the Agreement in accordance with its terms.

4. Subject to Okiireve's payment of the Settlement Payment in good and sufficient funds and Okiireve filing a proof of claim, Okiireve shall have an allowed general unsecured claim against the bankruptcy estate in the amount of the Settlement Payment.

=====END OF ORDER=====

CERTIFICATE OF SERVICE

I hereby certify that on the ____ day of ____ 2022, a true and correct copy of the foregoing [proposed] ***ORDER GRANTING MOTION, PURSUANT TO 11 U.S.C. § 105(a) AND FEDERAL RULES OF BANKRUPTCY PROCEDURE 9014 AND 9019, FOR ENTRY OF AN ORDER APPROVING A SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS BETWEEN THE TRUSTEE, ON THE ONE HAND, AND OKIIREVE INC, ON THE OTHER HAND*** (the “Order”) was electronically filed and therefore served via CM/ECF on the following:

/s/ Carrie Hurst _____

DESIGNATION OF PARTIES TO BE SERVED

Service of the foregoing ***ORDER GRANTING MOTION, PURSUANT TO 11 U.S.C. § 105(a) AND FEDERAL RULES OF BANKRUPTCY PROCEDURE 9014 AND 9019, FOR ENTRY OF AN ORDER APPROVING A SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS BETWEEN THE TRUSTEE, ON THE ONE HAND, AND OKIIREVE INC. ON THE OTHER HAND ON THE OTHER HAND*** (the “Order”) should be served on the persons in the manner designated below:

By electronic service: I certify that the parties of record in this case as identified immediately below are registered CM/ECF users and will be served notice of entry of the foregoing Order through the CM/ECF System:

By U.S. Mail – In addition to the foregoing persons of record receiving notice of the entry of the Order through the CM/ECF system, the NON-ECF parties requesting notice and parties set forth in the Court’s Order limiting notice as attached hereto as Exhibit A should be served with a copy of the Order by U.S. Mail pursuant to Fed R. Civ. P. 5(b).

/s/ _____