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*ACF Finco I, LP*

10 UNITED STATES BANKRUPTCY COURT  
11 DISTRICT OF NEVADA

12 In re:

13 RED ROSE, INC.,

- 14  Affects Beachhead Roofing and Supply, Inc.
- 15  Affects California Equipment Leasing Association, Inc.
- 16  Affects Fences 4 America, Inc.
- 17  Affects James Petersen Industries, Inc.
- 18  Affects PD Solar, Inc.
- 19  Affects Petersen Roofing and Solar LLC
- 20  Affects Petersen-Dean, Inc.
- 21  Affects PetersenDean Hawaii LLC
- 22  Affects PetersenDean Roofing and Solar Systems, Inc.
- 23  Affects PetersenDean Texas, Inc.
- 24  Affects Red Rose, Inc.
- Affects Roofs 4 America, Inc.
- Affects Solar 4 America, Inc.
- Affects Sonoma Roofing Services, Inc.
- Affects TD Venture Fund, LLC
- Affects Tri-Valley Supply, Inc.
- Affects All Debtors

CASE NO. BK-S-20-12814-MKN

Jointly Administered with  
Case No. BK-S-20-12815-MKN  
Case No. BK-S-20-12816-MKN  
Case No. BK-S-20-12818-MKN  
Case No. BK-S-20-12819-MKN  
Case No. BK-S-20-12820-MKN  
Case No. BK-S-20-12821-MKN  
Case No. BK-S-20-12822-MKN  
Case No. BK-S-20-12823-MKN  
Case No. BK-S-20-12824-MKN  
Case No. BK-S-20-12825-MKN  
Case No. BK-S-20-12826-MKN  
Case No. BK-S-20-12827-MKN  
Case No. BK-S-20-12829-MKN  
Case No. BK-S-20-12831-MKN  
Case No. BK-S-20-12833-MKN

Chapter 11

**Hearing:**

Date: February 21, 2024

Time: 9:30 a.m.

25 **NOTICE OF HEARING ON MOTION PURSUANT TO FED. R. BANKR. P. 9019 TO**  
26 **AUTHORIZE AND APPROVE SETTLEMENT BETWEEN (I) TROY FOX, CHAPTER**  
27 **7 TRUSTEE OF DEBTORS; (II) ACF FINCO I, LP, AND (III) CONTINENTAL**  
28 **CASUALTY COMPANY**

1           **NOTICE IS HEREBY GIVEN** that a *Motion Pursuant to Fed. R. Bankr. P. 9019 to*  
2 *Authorize and Approve Settlement Between (I) Troy Fox, Chapter 7 Trustee of Debtors, (II) ACF*  
3 *FinCo, LP, and (III) Continental Casualty Company* (the “Motion”)<sup>1</sup> was filed by Troy Fox,  
4 Chapter 7 trustee for the bankruptcy estates of the above-captioned Debtors, and ACF Finco I, LP.

5           Copies of the Motion and the supporting declarations may be obtained from the above-  
6 captioned Bankruptcy Court, located at the Foley Building, 300 Las Vegas Blvd. South, Las Vegas,  
7 Nevada 89101, through the Bankruptcy Court’s electronic filing system  
8 ([www.ecf.nub.uscourts.gov/](http://www.ecf.nub.uscourts.gov/)), or by contacting Talitha Gray Kozlowski at 702-483-6126 or  
9 tgray@brg.legal.

10           1.           The Motion seeks an order approving the Settlement Agreement by and between  
11 Troy Fox, Chapter 7 Trustee of the Debtors’ bankruptcy estates, ACF, and Continental Casualty  
12 Company. The key material terms are as follows:<sup>2</sup>

13           (a)       Within three (30) calendar days of the Final Effective Date of the Agreement and  
14 Continental’s receipt of the payee’s current W-9 form (including federal tax identification  
15 form), Continental shall issue a check payable to Bankruptcy Recovery Group, LLC in the  
16 amount of \$87,711.00 (the “Settlement Amount”),

17           (b)       This Agreement and payment by Continental is contingent on its final and non-  
18 appealable approval by the Bankruptcy Court. Upon execution of this Agreement by the  
19 Parties, ACF shall move the Bankruptcy Court for the entry of an order approving this  
20 Agreement pursuant to Fed. R. Bankr. P. 9019 (“Approval Motion”). The Approval  
21 Motion shall request the entry of an order granting the Approval and shall include a finding  
22 and declaration that, as a result of the Settlement Payment, the Policy is rescinded, void,  
23 and terminated, except for amounts (if any) that have already been paid by Continental  
24 pursuant to the Policy, which shall not be returned to, or recovered by, Continental (the  
25 “Approval Order”).

26           (c)       On the Final Effective Date and receipt of the Settlement Payment, the Parties  
27 release, discharge, and acquit each other, their respective affiliates agents, representatives,  
28 employees, successors, attorneys and assigns from any and all Claims that were or could  
have been asserted in the Adversary Proceedings or under the Policy.

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26 <sup>1</sup> Unless otherwise expressly stated herein, all undefined, capitalized terms shall have the meaning ascribed  
27 to them in the Motion.

28 <sup>2</sup> This summary is qualified by the more specific terms of the Settlement Agreement. To the extent of any  
discrepancy, the Settlement Agreement controls.

1 Any opposition must be filed pursuant to Local Rule 9014(d)(1).

2 **NOTICE IS FURTHER GIVEN** that if you do not want the Court to grant the relief sought  
3 in the Application, or if you want the Court to consider your views on the Application, then you must  
4 file an opposition with the Court, and serve a copy on the person making the Application ***no later than***  
5 ***14 days*** preceding the hearing date for the Application, unless an exception applies (see Local Rule  
6 9014(d)(3)). The opposition must state your position, set forth all relevant facts and legal authority,  
7 and be supported by affidavits or declarations that conform to Local rule 9014(c).

8 If you object to the relief requested, you *must* file a **WRITTEN** response to this  
9 Pleading with the court. You *must* also serve your written response on the person who  
sent you this notice.

10 If you do not file a written response with the court, or if you do not serve your written  
11 response on the person who sent you this notice, then:

- 12 • The court may *refuse to allow you to speak* at the scheduled hearing; and
- 13 • The court may *rule against you* without formally calling the matter at the  
14 hearing.

15 **NOTICE IS FURTHER GIVEN** that pursuant to Administrative Order 2020-14, all hearings  
16 are currently being held telephonically absent further order of the Court. The hearing will be held on  
17 **February 21, 2024, at the hour of 9:30 a.m.** Parties are permitted to appear telephonically by dialing  
18 (669) 254-5252 and entering meeting ID (if applicable): 161 062 2560 and entering access code or  
19 passcode: 029066#.

20 Dated this 24<sup>th</sup> day of January 2024.

21 FOX, IMES & CROSBY, LLC

22 BY: /s/ Jason A. Imes

23 JASON A. IMES, ESQ.

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25 BANKRUPTCY RECOVERY GROUP LLC

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