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FILED

OCT 15 2001

CLERK
United States Bankruptcy Court
San Jose, California

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 8 Proposed Counsel for SUZANNE L. DECKER,
 9 Trustee in Bankruptcy

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

In re
 CERTIFIEDTIME, INC., aka
 CertifiedTime.com,
 Debtor.

Case No. 01-54207 MM
 Chapter 7
 The Hon. Marilyn Morgan
 [No Hearing Required]

ORDER AUTHORIZING EMPLOYMENT OF COUNSEL
(Luce, Forward, Hamilton & Scripps, LLP)

Upon the Application of Suzanne L. Decker, Trustee in Bankruptcy of the estate of the above-named Debtor; and it

APPEARING that Luce, Forward, Hamilton & Scripps, LLP is qualified to represent the Trustee in these proceedings, that employment of counsel will be in the best interests of the estate, that counsel represents no interest adverse to the estate and that notice and a hearing are not necessary in connection with the Application; it is hereby

ORDERED that, Mohamed Poonja, Trustee in Bankruptcy, is authorized to employ Luce, Forward, Hamilton & Scripps, LLP as his counsel to assist him in all matters arising in or related to this Chapter 7 proceeding, including, but not limited to:

1. Assist and advise the Trustee concerning investigation, collection and liquidation of

1 potential assets of the estate;

2 2. Assist and advise the Trustee regarding any transfers which may be avoidable
3 under the provisions of the Bankruptcy Code;

4 3. If the Trustee requests, assist the Trustee in the objection to claims; and

5 4. Attend Court hearings related to the foregoing.

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7 DATED: _____

OCT 15 2001

MARILYN MORGAN

UNITED STATES BANKRUPTCY JUDGE

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In Re CERTIFIEDTIME, INC., aka CertifiedTime.com

Case No. 01-54207 MM, Chapter 7

ORDER AUTHORIZING EMPLOYMENT OF COUNSEL (Luce, Forward, Hamilton & Scripps, LLP)

UNITED STATES BANKRUPTCY COURT FILED
NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION: 20

In re

CERTIFIEDTIME, INC., aka
CertifiedTime.com,

Debtor.

U.S. BANKRUPTCY COURT
NORTHERN DIST. OF CA.
SAN JOSE, CA.
Case No. 01-54207-MM
Chapter 7

The Hon. Marilyn Morgan

[No Hearing Required Unless Requested]

**NOTICE OF TRUSTEE'S
INTENT TO SELL PERSONAL PROPERTY AND COMPROMISE CONTROVERSY
(Todd Glassey)**

TO ALL CREDITORS AND PARTIES IN INTEREST:

PLEASE TAKE NOTICE THAT Suzanne L. Decker, Trustee in Bankruptcy of the estate of the above-named Debtor, has agreed to sell certain assets and compromise certain controversies concerning claims with Todd Glassey, former insider and principal of the Debtor. The Trustee has agreed, subject to Bankruptcy Court approval, to sell to Todd Glassey on an "as-is, where-is, and with all faults" basis, without representation or warranty of any kind, including warranties of fitness for a particular purpose, all of the estate's right, title and interest in and to (1) all of the intellectual property of the estate (but excluding the right to use the name of debtor in connection with the pending bankruptcy, which the estate will retain), including the intellectual property which underlies the Debtor's contracts with Amano, as well as the right to enforce and retain the proceeds of any contracts the Debtor has with Amano, and (2) the remaining tangible assets of the estate located outside of the United States. The purchase price is \$10,000, allocable \$9,500 to the intellectual property and \$500 to the tangible assets.

In addition, Mr. Glassey waives any and all claims that he has against the Trustee and/or the estate, including but not limited to the following claims that he filed: Claim No. 24, filed December 28, 2001, as a priority claim in a zero amount; Claim No. 26, filed January 2, 2002, as an unsecured claim of \$5,000,000; and Claim No. 27, filed January 2, 2002, as an unsecured claim of \$200,000.

The Trustee believes that the sales price is a fair one. To the best of the knowledge of the Trustee, the intellectual property and tangible assets have value only with respect to certain claims that Mr. Glassey has asserted against Amano Corporation in Japan, based on pre-petition contracts between the Debtor and Amano and based on Amano's alleged use of Debtor's intellectual property. The Trustee has been in contact with Amano, which has denied any liability and instead has asserted a substantial claim against the Debtor's estate.

The Trustee believes that, to the extent that this is a compromise, it meets the standards of Martin v. Kane (In re A&C Properties), 784 F.2d 1377 (9th Cir. 1986), cert. den. sub nom Martin v. Robinson, 479 U.S. 854 (1986). The Trustee believes he would probably be successful in opposing the claims filed by Mr. Glassey, but they are being withdrawn in full under the "compromise", so litigation could not achieve a better result. While any litigation over the Glassey claims would not involve any collection action or issues, there would necessarily be expense, inconvenience and delay attending any such litigation. Moreover, the Trustee does not believe that there are higher and better offers to purchase the assets being sold. Therefore, the Trustee believes that the proposed compromise, to the extent that this is a compromise, is in the paramount interest of creditors.

Objections or Requests for Hearing

PLEASE TAKE FURTHER NOTICE THAT Local Rule 9014-1 of the United States Bankruptcy Court for the Northern District of California prescribes the procedures to be followed with respect to any objection to the proposed compromise/sale or any request for hearing thereon. Any objection to the proposed compromise/sale or request for hearing must be filed with the United States Bankruptcy Court, San Jose Division at 280 South First Street, Third Floor, Room 3035, San Jose, California 95113, and served on counsel for the Trustee at the address noted below within 20-days from the mailing of this notice. Any request for hearing or objection to the proposed compromise/sale must be accompanied by any declarations or memoranda of law that the party objecting or requesting wishes to present in support of its objection. If no party in interest timely objects to the requested relief or requests a hearing, the Trustee will seek entry of an order approving the compromise/sale by default, without further notice and in the absence of an actual hearing. If a timely request for a hearing is made, counsel for the Trustee will give at least 10 days' written notice of the hearing to the objecting or requesting party.

DATED: April 25, 2002

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

By: 

BARRY MILGROM

Attorneys for SUZANNE L. DECKER,
Trustee in Bankruptcy of the Estate of
CertifiedTime, Inc.

Barry Milgrom, State Bar No. 99961
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FILED
06 MAY 22 PM 4:39

U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION
29970-00001

7 Attorneys for SUZANNE L. DECKER,
8 Trustee in Bankruptcy

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12 UNITED STATES BANKRUPTCY COURT
13 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

<p>14 In re</p> <p>15 CERTIFIEDTIME, INC., aka CertifiedTime.com,</p> <p>16 Debtor.</p>	<p>Case No. 01-54207 MM, Chapter 7</p> <p>The Hon. Marilyn Morgan</p> <p>[No Hearing Requested]</p>
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17 **ORDER AUTHORIZING TRUSTEE TO SELL PERSONAL PROPERTY AND**
18 **COMPROMISE CONTROVERSY**
19 **(Todd Glassey)**

20 The Court having reviewed the Request For Entry Of Order Authorizing Trustee to Sell
21 Personal Property and Compromise Controversy (Todd Glassey) and Declaration of Barry
22 Milgrom in support thereof, notice of the proposed sale and compromise being appropriate under
the circumstances and good cause appearing therefore, it is

23 ORDERED as follows:

- 24 1. The Trustee's request is approved in all aspects in accordance with the terms
- 25 described in the Notice of Trustee's Intent to Sell Personal Property and Compromise Controversy
- 26 (Todd Glassey) ("Notice"), a true and correct copy of which is attached hereto.

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2. The Trustee is authorized to take any and all actions and execute any and all documents necessary or appropriate to consummate the sale and compromise.

DATED: MAY 22 2003 MARILYN MORGAN
UNITED STATES BANKRUPTCY JUDGE