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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF ORANGE**

10 UMB BANK, N.A., a national banking  
association, as successor by merger to  
11 MARQUETTE TRANSPORTATION  
FINANCE, LLC,  
12

13 Plaintiffs,

14 vs.

15 SYNRGO, INC. f/k/a DOCUMENT  
PROCESSING SOLUTIONS, INC., a California  
corporation; and Does 1 through 50, inclusive,  
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17 Defendants.  
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CASE NO. 30-2021-01201461-CU-BC-CJC  
Assigned to Hon. Martha K. Gooding  
Department: C31

**ORDER GRANTING COURT  
APPOINTED RECEIVER DOUGLAS  
WILSON'S APPLICATION FOR AN  
ORDER APPROVING THE SALE OF  
REAL PROPERTY LOCATED AT 590  
W. LAMBERT RD., BREA, CA 91765;  
AND 595 VANGUARD WAY, BREA, CA  
91765**

Date: December 15, 2021  
Time: 8:45 a.m.  
Dept: C31

1 Based on the Ex Parte Application by Receiver Douglas Wilson (the “Receiver”) for an  
2 order approving the sale of Real Property and the supporting papers filed in connection with that  
3 Application; the Stipulation to Approve Court Appointed Receiver’s Sale of Real Property  
4 (“Stipulation Approving Sale”) (ROA #258); and the lengthy hearing held on the Application on  
5 December 17, 2021 (at which time all interested parties had the opportunity to be heard), the  
6 Court grants the Application as and to the extent set forth below and ORDERS as follows:

7 1. The Receiver is authorized to sell, transfer, and convey to Sang Kyu Kim and  
8 Heather Sunghye Kim (collectively, the “Buyers”) the real property, and the permanent  
9 improvements thereon, commonly referred to as (a) 590 W. Lambert Rd., Brea, CA 91765 and (b)  
10 595 Vanguard Way, Brea, CA 91765 (collectively, the “Subject Properties”), which are legally  
11 described as follows:

12 PARCEL 1:

13 LOT 1 OF TRACT NO. 8363, AS SHOWN ON A MAP  
14 RECORDED IN BOOK 336, PAGES 40 AND 41 OF  
15 MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY,  
16 CALIFORNIA.

17 PARCEL 2:

18 A RECIPROCAL EASEMENT FOR INGRESS, EGRESS AND  
19 DRIVEWAY PURPOSES, OVER AND ACROSS THOSE  
20 PORTIONS OF LOT 12 OF TRACT NO. 8363 AS SHOWN ON A  
21 MAP RECORDED IN BOOK 336, PAGES 40 AND 41 OF  
22 MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY,  
23 CALIFORNIA, DESCRIBED AS FOLLOWS:

24 THE EASTERLY 26.00 FEET OF SAID LOT 12; THE  
25 NORTHERLY 26.00 FEET OF THE SOUTHERLY 53.00 FEET  
26 OF SAID LOT 12, EXCEPTING THEREFROM, THE  
27 EASTERLY 26.00 FEET AND THE EASTERLY 26.00 FEET OF  
28 THE WESTERLY 63.00 FEET; AND THE EASTERLY 26.00  
FEET OF THE WESTERLY 63.00 FEET OF SAID LOT 12,  
EXCEPTING THEREFROM, THE SOUTHERLY 27.00 FEET.

APN: 296-081-03

Also known as: 590 W. Lambert Road, Brea, California 92821

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PARCEL 1:

LOT 12 OF TRACT 8363, IN THE CIT OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 336, PAGES 40 AND 41 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

EXCEPT ONE-HALF OF ALL OIL, COAL, LIGNITE, COAL OIL, PETROLEUM, NAPHTHA, ASPHALTUM, BREA, BITUMEN, NATURAL GAS OR OTHER HYDROCARBONS THAT MAY BE IN OR UPON SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY THEREON TO EXTRACT SAME, AS RESERVED IN THE DEED RECORDED MARCH 19, 1926 IN BOOK 639, PAGE 116 OF DEEDS.

PARCEL 2:

A RECIPROCAL EASEMENT FOR INGRESS, EGRESS AND DRIVEWAY PURPOSES OVER AND ACROSS THE FOLLOWING PORTIONS OF LOT 1 OF SAID TRACT 8363; THE EASTERLY 26 FEET; THE SOUTHERLY 26 FEET OF THE NORTHERLY 63 FEET, EXCEPT THE EASTERLY 26 FEET AND THE WESTERLY 63 FEET; AND THE EASTERLY 26 FEET OF THE WESTERLY 63 FEET, EXCEPT THE NORTHERLY 37 FEET.

APN: 296-081-04

Also known as: 595 Vanguard Way, California 92821.

3. The Buyers' purchase price for the Subject Properties is \$6,646,800.00, which is to be paid in cash without a financing contingency, with escrow to close no later than 14 days after entry of this order. The Receiver has advised the Court that the Buyers have already paid a non-refundable \$300,000 deposit in connection with the purchase, which is presently being held by escrow.

4. The Receiver is authorized to be a party to a conventional sale escrow respecting the sale of the Subject Properties according to such terms, provisions, and conditions as are acceptable to him in his sole discretion. The Receiver is authorized to cause to be paid at the closing of the sale escrow the real estate brokerage commissions pursuant to the Listing

1 Agreement between the Receiver, Jones Lang LaSalle (“JLL”), and Douglas Wilson Companies  
2 (“DWC”).

3 5. The Receiver is authorized to execute and deliver a quitclaim deed to convey the  
4 Subject Properties to the Buyers. He is further authorized to enter into and sign any and all usual  
5 and customary documents required to close escrow.

6 6. The liens described below are to be paid through escrow:

7 (a) A Deed of Trust to secure the indebtedness of  
8 Amount: \$1,488,500.00  
9 Trustor: Sheras Real Estate Group, LLC, a California Limited Liability Company  
10 Trustee: First American Title Insurance Company  
11 Beneficiary: Bank of Hemet  
12 Dated: 4/11/2018  
13 Recorded: 4/18/2018 as Instrument No. 2018-138771 of Official Records

14 (b) A Deed of Trust to secure the indebtedness of  
15 Amount: \$1,553,500.00  
16 Trustor: Sheras Real Estate Group, LLC (a California Limited Liability Company)  
17 Trustee: First American Title Insurance Company  
18 Beneficiary: The Bank of Hemet, a California Corporation  
19 Dated: 04/11/2018  
20 Recorded: 4/18/2018 as Instrument No. 2018-138315 of Official Records

21 (Approximate balance \$2,815,159.07 as of November 30, 2021)

22 7. Pursuant to the Stipulation for Sale, all liens and encumbrances described in this  
23 paragraph 7 below are hereby removed from the Subject Properties, and shall attach to the  
24 remaining sale proceeds held by the Receiver, with the same extent, validity, and priority, if any,  
25 as such liens now have with respect to the Subject Properties:

26 (a) A Deed of Trust to secure the indebtedness of  
27 Amount: \$850,000.00  
28 Trustor: Sheras Real Estate Group, LLC, a California Limited Liability Company  
Trustee: Chicago Title Company, a California Corporation  
Beneficiary: Sherman Management Services, Inc., a California Corporation  
Dated: 03/21/2019  
Recorded: 4/24/2019 as Instrument No. 2019-133557 of Official Records

(b) A Deed of Trust to secure the indebtedness of  
Amount: \$850,000.00  
Trustor: Sheras Real Estate Group, LLC., a California Limited Liability Company  
Trustee: Chicago Title Company, a California Corporation

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Beneficiary: Finance and Insurance Services, Inc., a California Corporation  
Dated: 3/21/2019  
Recorded: 4/24/2019 as Instrument No. 2019-133558 of Official Records

(c) A Deed of Trust to secure the indebtedness of  
Amount: \$2,500,000.00  
Trustor: Synrgo, Inc., a California Corporation  
Trustee: Chicago Title Company, a California Corporation  
Beneficiary: Sheras Real Estate Group, LLC., a California Limited Liability  
Company  
Dated: 4/13/2020  
Recorded: 6/1/2021 as Instrument No. 2021-354721 of Official Records

8. Except as set forth in Paragraphs 4 and 6 above, the Receiver is to receive and hold all remaining proceeds of the sale of the Subject Properties, after paying all costs associated with the sale, subject to further Court order. Each of the lien claimants listed in paragraph 7 of this Order are directed to submit to the Receiver in writing any claim it may have or assert to the proceeds of the sale of the Subject Properties, along with documentation to support the existence, validity, and amount of any such claim, within 30 days of notice of this Order.

9. The parties to this action are ordered to cooperate with the Receiver with respect to the closing of the sale of the Subject Properties.

10. Any licensed title insurer and the Buyers may rely on this Order as authorizing the Receiver to transfer legal title to the Subject Properties free and clear of the liens and encumbrances described herein. The Receiver has represented to the Court that the liens listed in Paragraphs 6 and 7 above are the only liens recorded against the Subject Properties.

11. The Order is effective upon it being signed and filed by the Court.

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12. The Receiver is ordered to give notice to all interested parties including, without limitation, the lien holders (or purported lien holders) listed in paragraphs 6 and 7 above and all individuals and entities identified on the service list attached to the Receiver's Application and Proposed Order.

IT IS SO ORDERED.

DATED: **December 17, 2021**

  
MARTHA K. GOODING  
Judge of the Superior Court