



ORDERED in the Southern District of Florida on December 11, 2015.

A handwritten signature in black ink, appearing to read "Erik P. Kimball".

Erik P. Kimball, Judge  
United States Bankruptcy Court

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
WEST PALM BEACH DIVISION  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

IN RE: Case No.: 12-30081-BKC-EPK  
CLSF III IV, Inc., *et al.*, Chapter 7  
Debtors. (Substantively Consolidated)

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**ORDER GRANTING TRUSTEE'S MOTION TO APPROVE SETTLEMENT AGREEMENT BETWEEN (I) DEBORAH C. MENOTTE, TRUSTEE; AND (II) PARCSIDE EQUITY, LLC AND PHILIP LIAN, WITH RESPECT TO ADVERSARY NOS. 13-01479-EPK AND 14-01600-EPK; AND BAR ORDER**

**THIS MATTER** came before the Court upon the *Trustee's Motion to Approve Settlement Agreement Between (I) Deborah C. Menotte, Trustee; and (II) Parcside Equity, LLC and Philip Lian, With Respect to Adversary Nos. 13-01479-EPK and 14-01600-EPK* [ECF No. 1228] (the "Motion"). The Court, having considered the Motion and the *Settlement Agreement* (the "Settlement Agreement") attached to the Motion as Exhibit "A," and the Trustee, by submitting this form of order, having represented that the Motion was served on all parties

required by Local Rule 9013-1(D), that the 21-day response time provided by that rule has expired, that no one has filed, or served on the Trustee, a response to the Motion, and that the form of order was attached as an exhibit to the Motion. Accordingly, it thereupon

**ORDERED** as follows:

1. The Motion is **GRANTED**.
2. The Settlement Agreement<sup>1</sup> is **APPROVED** in its entirety.
3. Maatschap QI Collectief (“MQIC”), its representatives, agents, employees, officers, members, directors, successors, or assigns (the “MQIC Parties”), are permanently barred and enjoined from commencing, prosecuting, or asserting, either directly or in any other capacity, against the Parside Releasees (as such term is defined in the Settlement Agreement at ECF No.1228), including without limitation Parside Equity, LLC, Philip Lian (in his individual capacity and in all past or present corporate capacities as defined in the Settlement Agreement), any and all liabilities, judgments, rights, claims, cross-claims, counterclaims, third party claims, demands, suits, matters, obligations, damages, debts, losses, costs, actions and causes of action, of every kind and description, arising under common law, rule, regulation or statute, whether arising under state or federal law, whether presently known or unknown that MQIC Parties now have, ever had or may claim to have in the future that is a direct, indirect and/or derivative claim, whether known or unknown, by any and all MQIC Parties that relates in any manner whatsoever to the Debtors (as such term is defined in the Settlement Agreement), the Debtors’ estates, or any claim asserted by or could be asserted by the MQIC against the Debtors or the Debtors' estates.
4. The Parties are directed to comply with the terms and conditions of the Settlement Agreement, and the Court retains jurisdiction to enforce the terms thereof.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed in the Motion.

Submitted by:

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Copies to:

Leslie Gern Cloyd, Esq.

*(Attorney Cloyd is directed to serve a copy of this Order upon all interested parties upon receipt and file a Certificate of Service.)*