

No. 20 - 1361

In the
SUPREME COURT OF THE UNITED STATES

Regina B. Heisler, individually and as the executrix
of the Succession of Frederick P. Heisler,
Petitioner,

v.

Girod LoanCo, LLC,
Respondent.

Second Rule 15.8 Supplement to Petition for Certiorari
Based on City of Chicago v. Fulton

Petitioner's Second Supplemental Brief to Petition for Writ of Certiorari

Henry L. Klein (D.C. Bar LA0003)
Counsel of Record
844 Baronne Street
New Orleans, LA, 70113
504-439-0488
henryklein44@gmail.com

*Admitted to United States Supreme Court
Bar September 6, 1974*

TABLE OF CONTENTS

Authorities Cited.....	ii
Compelling Basis to Supplement: Agreement to Sell Executed.....	1
Closing the <i>Chicago v. Fulton</i> Gap.....	2
Over-Reaching Proposed Order.....	2
GVR and Argument.....	3
28 U.S.C. § 1746 Declaration and Service.....	6
Appendix.....	1a

AUTHORITIES CITED

Cases:

<i>Caperton v. A. T. Massey Coal Co.</i> , 556 U.S. 868 (2009).....	3, 5
<i>Chambers v. NASCO</i> , 509 U.S. 32 (1991).....	3-5
<i>Chicago v. Fulton</i> , 592 U.S. ____ (2021)	<i>passim</i>
<i>Henson v. Santander Consumer USA</i> , 582 U.S. ____ (2017).....	3, 5
<i>Merrill Lynch v. Manning</i> , 578 U.S. ____ (2016).....	4
<i>Offutt v. United States</i> , 348 U.S. 11 (1954).....	5
<i>Pepper v. Litton</i> , 308 U.S. 295 (1939).....	5
<i>United States v. Gibbs</i> , Criminal Docket 20-CR-60, E.D. La.....	6
<i>United States v. Ryan</i> , Criminal Docket 20-CR-65, E.D. La.....	6

Statutes, Rules and Regulations:

11 U.S.C. § 363(m).....	3
11 U.S.C. § 542.....	1, 5
28 U.S.C. § 158(d)(2)(B).....	2
28 U.S.C. § 1746.....	1, 6
United States Supreme Court Rule 15.8.....	1

Documentaries:

The Rights of Parties to Illegal Transactions, <i>The Ambit of the Ex Turpi Causa Principle</i> , Neil Thompson, The Federation Press.....	4
--	---

United Nations Human Rights Council Condemns Vulture Funds,

United Nations South Bulletin 83, 12 February 2015:

United Nations Council on Human Rights.....	6
---	---

COMPELLING BASIS TO SUPPLEMENT: AGREEMENT TO SELL EXECUTED

On April 12, 2021, Petitioner filed a Rule 15.8 Supplement based on Justice SOTOMAYOR's concurring opinion in *Chicago v. Fulton*, 592 U.S. ____ 2021. On April 14, 2021, despite Petitioner's designation of Girod's Proof of Claim ("POC-3") as a "...contested matter...", the bankruptcy court granted the trustee's § 542 motion to sell 844 Baronne Street to Girod for \$1.8 million, Exhibit A¹. Prior to that, on January 6, 2021, the bankruptcy court GRANTED Girod's motion to lift the automatic stay and ordered, sua sponte, that Petitioner's objection to POC-3 be held "...in abeyance..." pending the Louisiana Supreme Court's rulings on three writs filed by Petitioner, a matter now before this Court. Petitioner's requests for respite while this Court acts on April 23 have been denied. On April 1, 2021, all tenants were ordered to vacate or be locked out, Exhibit B:

IT IS FURTHER ORDERED *that the Trustee is authorized to change the locks and take possession of 844 Baronne St. on or after April 17, 2021* (Emphasis ours).

One victim of the ruthlessness a qua was a law library to die for, Exhibit C.

1 Undersigned's 28 U.S.C. §1746 declaration augments this pleading with minimal exhibits.

CLOSING THE *CHICAGO V FULTON* GAP

The gap identified by Justice SOTOMAYOR in *Chicago v. Fulton* has now been closed. All the lawyers at 844 have moved out and irreparable damage has been doled out. On April 16, 2011, a 28 U.S.C. § 158(d)(2)(B) Motion for Certification to the Fifth Circuit Court of Appeals was filed, seeking certification of the following question, Exhibit D:

IF A CREDITOR COMMENCES AN ACTION PRE-BANKRUPTCY BUT IS NOT IN ACTUAL POSSESSION OF THE ASSET WHEN THE DEBTOR FILES FOR BANKRUPTCY PROTECTION, CAN THAT CREDITOR ENGAGE IN ANY "...ACT TO CREATE , PERFECT OR ENFORCE ANY LIEN AGAINST THE PROPERTY OF THE ESTATE..." AND "...ANY ACT TO COLLECT, ASSESS OR RECOVER A CLAIM AGAINST A DEBTOR THAT AROSE PRIOR TO BANKRUPTCY PROCEEDINGS?"

OVER-REACHING PROPOSED ORDER

With April 14, 2021 having passed, the trustee has circulated an order that is the epitome of over-reaching, Exhibit E. The order (not yet entered) (i) bars "...all persons or entities..." known or unknown from asserting any claims forever, (ii) unconditionally releases all interests existing as to 844 Baronne prior to the sale, (iii) binds the Clerks of Court for the Parish of Orleans and all filing agents, filing officers, recorders of mortgages, administrative

agencies, governmental departments, secretaries of state, federal state and local officials generally to do what Girod wants. It deems — without evidence or a hearing — that Girod is a “good faith purchaser”, that the sale was “...an arm’s length transaction...” and that Girod is entitled to the protection of Section 363(m) of the Bankruptcy Code. It approves a measly \$107,000 carve-out, with an impending April 21, 2021, approval of a “...compromise...” giving Girod \$2.1 million *in custodia legis* left by Petitioner’s late husband for a carve-out of 1% to the estate: \$21,000. No hearing will be had, no fairness opinion sought and no analysis will be made as to how Girod, a “silo structure” sending all the money to the Cayman Islands, is a good faith purchaser of debt it paid 20-cents-on-the-dollar at an FDIC auction filled with regulatory infirmities.

GVR AND ARGUMENT

Petitioner needs immediate relief. She is *pro se* because Girod tied up her assets and cash the way vulture funds are wont to do. Ruthlessness is a manifest hallmark of vulture funding. If the Court decides, this case can be handled GVR just on *Henson v. Santander*, *Caperton v. Massey* and *Chambers v. NASCO*, 501 U.S. 32 (1991). In *Chambers v. NASCO*, Justice Byron WHITE used the term “...inherent power...” or similar words seventy-four (74)

times (not counting Justice SCALIA) to describe the control necessary to all courts to ensure the integrity of the judicial process. Respectfully, the cascade of due process that began with Judge Schlegel's acceptance of \$47,500 while he had Regina Heisler imploring for protection has actually worsened with Girod's bloating \$600,000 to a FIFTEEN MILLION (\$15,000,000.00) DOLLAR nightmare stalking the Heisler family².

By any measure, the issue raised by Justice SOTOMAYOR is ripe for argument and a landmark ruling should be in the making. Undersigned counsel has diligently traced Girod LoanCo and its affiliated Texas Pacific Group ("TPG") from Montreal to the Uglad House in the Cayman Islands. If the Court is inclined to take advantage of the work performed, undersigned counsel stands ready, willing and able to present oral argument in a case that has judicial integrity, bankruptcy fraud, vulture funding and much more on the table.

In *Chambers v. NASCO*, Justice WHITE used the term "...inherent power..." to ensure the integrity of the judicial process, or words to that effect, 74 times. This Court has all of the authority and power necessary to stem corruption in the case at bar. Landmark cases are

² These assertions are not made "...for atmospheric reasons..." as Justice KAGAN noted in *Merrill Lynch v. Manning*, 578 U.S. ____ (2016). The reason Courts of Justice exist is to protect the innocent, not reward Parties Engaged in Illegal Transactions. Q.V. *The Ambit of the Ex Turpi Causa Principle*, Neil Thompson, The Federation Press, 1991.

born of landmark facts. Judge Schlegel's infirm writ of seizure and all orders must be vacated, per Caperton. The right of Girod to pillage Louisiana citizens must be stricken, nunc pro tunc, per Henson. The United States District Court for the Eastern District of Louisiana should be authorized and encouraged to independently determine if Girod has perpetrated a fraud upon the courts, per Chambers. Finally, Justice SOTOMAYOR's missing link in the § 542 context can be ferreted out and reconciled. There may never be another chance for this Court to "...undo wrongs..." as here, per Pepper v. Litton, resurrecting Justice FRANKFURTER's admonition in Offutt v. United States, 348 U.S. 11 (1954):

"...Justice must satisfy the appearance of justice..."

Respectfully submitted,



Henry L. Klein (D.C. Bar LA0003)

Counsel of Record

844 Baronne Street

New Orleans, LA, 70113

504-439-0488

henryklein44@gmail.com

28 U.S.C. § 1746 DECLARATION AND SERVICE

1. Pursuant to 28 U.S.C. § 1746, I, Henry L. Klein make this declaration under penalty of perjury:

2. All statements of fact made in this and all pleadings I have filed are true, correct and typically supported by credible documentation and evidence.

3. Throughout this bankruptcy, Regina Heisler has requested a hearing on multiple occasions, as attested to by In Globo Exhibit F.

4. I have assisted the United States Attorney, the Federal Bureau of Investigations and the Assistant United States Attorneys in the Criminal Cases of United States v. Gary Gibbs, 20-CR-60 and United States v. Ryan, 20-CR-65 and can attest that Regina Heisler did not receive money from the notes Girod purchased at a deep discount from the FDIC.

5. For three years, I have attempted to determine how much Girod paid, so the Heislars could exercise their rights of litigious redemption (Champerty) without success.

6. I have spent over \$50,000 chasing and tracing vulture funds simply as a matter of championing the rights of innocent vulture debtors who are typically run-over by vulture creditors in what the United Nations Council on Human Rights has ranked as the number one

international evil, ahead of human trafficking and the maltreatment of leprosy.

7. I stand ready, willing and able to assist the Supreme Court of the United States
in bringing corruption down.

So Help Me, God.

A handwritten signature in blue ink, appearing to be "W. H. R.", is written over a horizontal line. The signature is stylized and fluid.

Exhibit A

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made and entered into this 14th day of April, 2021 (the "Effective Date"), by and between Wilbur J. "Bill" Babin, Jr., in his capacity as the Chapter 7 Trustee for the bankruptcy estate of Regina Berglass Heisler ("Seller" or "Bankruptcy Estate"), and Girod LoanCo, LLC, a Delaware limited liability company ("Buyer" or "Girod").

WITNESSETH

WHEREAS, Regina Berglass Heisler ("Debtor") is a debtor under Chapter 7 of Title 11 of the United States Code (the "Bankruptcy Code"), Case No. 20-11509 (the "Bankruptcy Case"), pending before the United States Bankruptcy Court for the Eastern District of Louisiana (the "Bankruptcy Court").

WHEREAS, the "Property" subject to this Agreement consists of (a) that certain real property commonly known as 836-844 Baronne Street, New Orleans, Louisiana 70113 located in Orleans Parish, Louisiana, with all improvements located thereon consisting of a commercial office building and adjacent parking lot (the "Improvements"), as more particularly described on Schedule "A" attached hereto (the "Real Property"), and (b) all improvements, fixtures, built-in furniture, and built-in equipment therein, and any movable property therein owned by Debtor ("FF&E") located at the Real Property (the "Owned Personal Property"). As used herein, the term "Property" shall also include: all right, title and interest of Seller, if any, in any land lying in the bed of any street, road, avenue or alley, open or closed, in front of or adjoining the Property and Improvements, to the center line thereof; all servitudes, rights-of-way, covenants and other rights appurtenant to, and all the rights of Seller in and to, the Property and Improvements; all right, title and interest of Seller in and to all surveys, plans or engineering and environmental information in Seller's possession or control regarding the Property and Improvements ("Seller's Plans"); and all reciprocal easement agreements.

AGREEMENT

NOW, THEREFORE, that for and in consideration of these introductory statements, which are deemed by the parties to be a material and substantive part of this Agreement, and for other good and valuable consideration, the parties hereby agree as follows:

1. PURCHASE AND SALE:

Buyer agrees to purchase and Seller agrees to sell, convey and assign the Property in accordance with the terms and conditions of this Agreement. Seller has filed his *Motion for (A) Entry of an Order (I) Approving Bidding Procedures and (ii) Schedule Bidding Deadline, Auction Date, and Sale Hearing Date; and (B) Entry of an Order After the Sale Hearing Authorizing the Trustee to Sell 836-844 Baronne St. [Docket No. 204] (the "Sale Motion")* in the Bankruptcy Case seeking to sell the Property to Buyer, subject to higher and better offers. Seller agrees to ask the Bankruptcy Court to allow Seller to sell the Property to Buyer pursuant to the Sale Motion and this Agreement, subject to higher and better offers. The Seller shall request the entry of an order approving the Sale Motion as it relates to the Assets and this Agreement, and the entry of an order formally approving the sale to Buyer (such orders are individually and



collectively, the "**Sale Order**") and shall utilize its best efforts to obtain from the Bankruptcy Court a Sale Order in form and substance satisfactory to the Buyer in its sole discretion. Buyer agrees that it shall promptly take such actions as are reasonably requested by the Seller to assist in obtaining entry of the Sale Order including demonstrating that the Buyer is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code. In the event that the entry of the Sale Order is appealed or a stay pending appeal is sought, the Seller shall oppose the appeal or the stay pending appeal and seek the dismissal of any appeal (including a petition for certiorari, motion for rehearing, reargument, reconsideration or revocation) by filing a Motion to Dismiss under Section 363(m). The Seller shall not be required to take any other action, unless he determines in his sole discretion to take further action. The Seller shall provide the Buyer with drafts of any and all pleadings and proposed orders to be filed or submitted in connection with this Agreement or the Sale Motion and the transactions contemplated hereby sufficiently in advance of the proposed filing date so as to permit the Buyer sufficient time to review and comment on such drafts. The Seller shall give the Buyer reasonable advance notice of any hearings regarding the motions required to obtain the issuance of the Sale Order and the Buyer shall have the right to attend and seek to be heard at any such hearings.

2. PURCHASE PRICE:

- a. The "**Purchase Price**" for the Property and Improvements shall be One Million Eight Hundred Thousand Dollars and no cents (\$1,800,000.00) ("**Bid**"). The Bid is composed of two parts:
 - i. The "**Cash Bid**" in an amount sufficient to pay all past due ad valorem taxes and tax sale redemptions, which are estimated to be approximately Ninety Thousand Dollars (\$90,000.00) and a cash carve-out to the Bankruptcy Estate in the amount of One Hundred Seven Thousand Dollars (\$107,000.00) ("**Carve-Out**").
 - ii. The "**Credit Bid**", which shall be equal to the Purchase Price less the Cash Bid, which amount shall be paid by Buyer by applying a credit against the obligations owed to Buyer by the Debtor as stated in Buyer's proof of claim.

In the event that Buyer pays any property taxes for, or redeems a tax sale of, the Property before the Closing (as defined hereinafter), the amount that Buyer paid shall be credited against the Bid.

3. SELLER'S WARRANTIES:

Seller warrants the following as of the Effective Date and at Closing, to the actual knowledge of Seller: None.

4. BUYER'S WARRANTIES:

Buyer warrants the following as of the date of this Agreement and at Closing to the best of its knowledge:

- a. Buyer acknowledges and agrees that Buyer is buying the Property on an "AS IS, WHERE IS" basis, as further described in this Agreement, including, without limitation, Section 20 herein; and
- b. Buyer has sufficient immediately available funds, in cash, to pay the Cash Bid together with all related fees and expenses of Buyer.

5. TITLE:

Subject to entry of the Sale Order, Seller shall convey good, marketable and insurable title to the entirety of the Property to Buyer, free and clear of all Monetary Liens (as defined below) and subject only to the Permitted Exceptions (as defined below) and any other matters of title to which Buyer shall expressly consent in writing pursuant hereto. Seller shall not further alter or encumber in any way Seller's title to the Property after the Effective Date without Buyer's prior written consent. The Property shall be sold without warranty of title but with full substitution and subrogation in and to all the rights and actions of warranty which Seller has or may have against all preceding owners.

"Permitted Exceptions" shall mean: (a) all present and future laws, ordinances, codes, orders, restrictions and regulations (including, without limitation, zoning, building and environmental laws, ordinances, codes, restrictions and regulations) of all federal, state, municipal or other governmental departments, authorities or other entities having jurisdiction over the Property and the use thereof; (b) all violations of any fire, zoning, health, environmental or building code of any federal, state, municipal or other governmental department, authority or other entity having jurisdiction over the Property; (c) all matters, whether or not of record, that arise out of the actions of Buyer or its agents, representatives or contractors; (d) all matters that the Title Company is willing to insure over without additional premium or indemnity from Buyer and that, in the exercise of Buyer's reasonable business judgment, do not have a material adverse impact on the ownership, operation or value of the Property; and (e) all other matters of record as of the Effective Date, including such state of facts as would be disclosed by a physical inspection of the Property or an ALTA "as-built" survey of the Property as of the Effective Date, and all other matters affecting title to the Property as to which Buyer has actual knowledge as of the Effective Date. Notwithstanding anything to the contrary herein, any deeds of trust or mortgages granted or assumed by or arising out of the acts of Seller and encumbering the Property or any portion thereof (the "**Monetary Liens**") will be cancelled pursuant to the Sale Order on or prior to the Closing. To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all Monetary Liens.

6. DUE DILIGENCE:

- a. Buyer hereby confirms that by execution and delivery of this Agreement to Seller, Buyer has waived any and all contingencies with respect to its obligations to acquire the Property and to perform all other obligations of Buyer hereunder, subject to Section 7 below, and it is agreed that the parties shall proceed to close the transaction contemplated by this Agreement as provided herein. Buyer hereby acknowledges that prior to the Effective Date, (i) it has had ample opportunity to

review and analyze the due diligence materials and all other matters respecting the Property, and (ii) any future inspections Buyer may conduct following the Effective Date, if so permitted by Seller, are solely being permitted as an accommodation to Buyer and the results of same shall in no event be deemed to grant Buyer any contingency under this Agreement or serve as the basis for any right of Buyer to terminate this Agreement.

7. CONDITIONS PRECEDENT TO CLOSING:

The obligation of Buyer under this Agreement to purchase the Property from Seller is subject to the satisfaction, as of Closing, of each of the following conditions:

- a. No materially adverse changes shall have occurred with respect to the Property after the Effective Date;
- b. The Bankruptcy Court has entered the Sale Order in a form acceptable to Buyer, finding that Buyer is a buyer in good faith and entitled to the protections of Section 363(m) of the Bankruptcy Code, with no stay of the Sale Order in effect by operation of law or court order;
- c. Seller shall deliver possession of the Property on the Closing Date in substantially the same good condition and repair as on the Effective Date, ordinary wear and tear excepted, with all of Debtor's personal property removed, except for such Owned Personal Property sold to Buyer pursuant to this Agreement;
- d. The Bankruptcy Court has entered an order, in a form acceptable to Buyer, granting the Trustee's motion for an order requiring the Debtor, The Law Offices of Henry L. Klein, Julie Klein Interiors, Kavanagh & Rendeiro, LLC, Cardone Law Firm (for parking spaces) and any other occupants to vacate/surrender the Property and to remove all of their movable property from the Property.
- e. Seller must deliver the Property to Buyer free and clear of all liens, claims, encumbrances, and interests including those of tax sale certificate holders, sheriffs, keepers/custodians, tenants, and occupants, and including that the Property must be free of tenants or occupants not specifically accepted by Buyer in writing;
- f. after due notice and opportunity to object is provided to all necessary creditors and parties in interest, the Bankruptcy Court must enter the Sale Order (in form and substance reasonably acceptable to Buyer) authorizing Seller to sell the Property to Buyer free and clear of any interest in such Property in accordance with section 363(f) of the Bankruptcy Code, and finding that Buyer is a buyer in good faith and entitled to the rights and protections granted by section 363(m) of the Bankruptcy Code; and
- g. the Sale Order shall be a final order with no stay affecting the validity of the order, including without limitation a stay granted by Bankruptcy Rule 6004.

Without the prior written consent of Buyer, which consent may be granted or withheld in Buyer's sole discretion, Seller shall not alter or otherwise encumber title to the Property in any manner that will survive the Closing.

8. ASSIGNABLE RIGHT TO PURCHASE:

Buyer may assign its right to take title to the Property, and any of its other rights and obligations in or related to this Agreement, the Sale Motion, or the Sale Order, to any third party able to fulfil those rights and obligations.

9. CLOSING AND CLOSING DOCUMENTS:

The closing of the transaction contemplated hereby (the "Closing") shall be held at the office of Kean Miller LLP, or another Louisiana law firm designated by Buyer, or at any other location agreed upon by the parties, on a mutually agreeable date, but in no event later than May 14, 2021, unless otherwise extended by mutual written agreement of the Buyer and Seller or by operation of this Agreement because a condition precedent to the Closing has not yet occurred. The actual date on which the Closing occurs shall be the closing date (the "Closing Date"); provided, however, the Closing Date shall, in no event, occur prior to the date of the Sale Order. Buyer shall not have the right to waive the requirement of entry of the Sale Order by the Bankruptcy Court.

At the time and place of the Closing, Seller shall deliver to Buyer the following:

- a. An Act of Sale in a form mutually agreed by Buyer and Seller (the "Deed"), conveying the Property to Buyer;
- b. keys to all locks to the Improvements, if in the possession of Seller;
- c. a settlement statement for the Buyer and Seller approved in advance of Closing by Buyer and Seller, respectively; and
- d. a certificate acceptable to Buyer certifying as of the Closing Date that Seller's representations and warranties contained in this Agreement are true and correct as if made on the Closing Date.

10. PURCHASE PRICE AND CLOSING COST ALLOCATION:

- a. At the Closing, Buyer shall pay the Purchase Price and all customary closing costs for the sale, including costs to cancel all encumbrances, recording costs, title inspections, and title insurance, if desired. Trustee shall not be liable for any closing costs.
- b. At the Closing, subject to the Sale Order, the following shall be paid from the Carve-Out:
 - i. \$7,000 to the 1% tax sale certificate holder, Revitalize Development, LLC

11. BROKERS:

Buyer represents and warrants that no broker's commission or similar fee is due to any person as a result of the sale contemplated by this Agreement because of any contract with Buyer.

12. NOTICE:

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section 12):

To Seller:

Wilbur J. "Bill" Babin, Jr., Trustee
3027 Ridgelake Drive
Metairie, LA 70002
Phone: (504) 837-1230
Facsimile: (504) 832-0322
Email: Babin@derbeslaw.com

With a Copy to:

Frederick L. Bunol
The Derbes Law Firm, L.L.C.
3027 Ridgelake Drive
Metairie, LA 70002
Phone: (504) 837-1230
Facsimile: (504) 832-0322
Fbunol@derbeslaw.com

To Buyer:

Girod LoanCo, LLC
c/o Capital Crossing Servicing Company, LLC
Attn: David Silverstein, SVP
100 Summer Street, Suite 1150
Boston, MA 02110
Telephone: 617-880-1220
Email: David.Silverstein@capitalcrossing.com

With a Copy to:

J. Eric Lockridge
Kean Miller LLP

400 Convention Street, Suite 700
Baton Rouge, Louisiana 70802

Telephone: (225) 389-3756

Email: eric.lockridge@keanmiller.com

13. DEFAULT AND TERMINATION:

- a. If Buyer violates or fails (in breach of its obligations hereunder) to fulfill or perform any of the terms, conditions or undertakings set forth in this Agreement applicable to Buyer to complete Closing at or prior to the Closing Date, then, as Seller's sole and exclusive remedy therefor, Seller shall be entitled to seek specific performance, and to recover any additional expenses incurred in connection with this Agreement (including attorney's fees and other costs of litigation).
- b. If Seller violates or fails (in breach of its obligations hereunder) to fulfill or perform any of the terms, conditions or undertakings set forth in this Agreement applicable to Seller to complete Closing at or prior to the Closing Date, and if as a result thereof a Closing hereunder shall not occur, then in such case Buyer is entitled to, as its sole remedy therefor, (i) terminate this Agreement, or (ii) seek specific performance..
- c. If the Bankruptcy Court otherwise declines to enter the Sale Order (one or both), this Agreement shall terminate and the parties shall not owe any further obligation to each other.
- d. Notwithstanding the provisions set forth in this Section 13, this Agreement may be terminated by mutual written consent of Buyer and Seller.

14. PRIOR AGREEMENTS:

This Agreement and the Sale Motion represent the entire agreement of the parties as to the sale of the Property, and any and all other agreements previously entered into by the parties regarding this transaction are superseded by this Agreement and of no further force or effect.

15. CONDEMNATION:

If, at or prior to the Closing Date, the Real Property, or any portions thereof, shall be condemned or taken pursuant to any governmental action or other power of eminent domain, or if any written notice of any such taking or condemnation is issued, or proceedings instituted by any governmental authority having the power of eminent domain, then and in any such events, Buyer shall have the right either (a) to proceed to settlement without a reduction in the Purchase Price, in which event, Seller hereby assigns to Buyer all of its right, title and interest in and to any condemnation award or damages or any portion or component thereof, or (b) to terminate this Agreement.

16. TIME:

Time is of the essence with respect to this Agreement.

17. MISCELLANEOUS PROVISIONS:

- a. Facsimile or Electronic Signatures. Signatures to this Agreement, any amendment hereof and any notice given hereunder, transmitted electronically or by telecopy shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original of this Agreement (and any amendment hereto) with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement (or any amendment hereto), it being expressly agreed that each party to this Agreement shall be bound by its own electronically transmitted or telecopied signature and shall accept the electronically transmitted or telecopied signature of the other party to this Agreement (or any amendment hereto).
- b. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- c. Binding Effect. This Agreement shall be, and the covenants, agreements and promises set forth herein shall be, binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, legal representatives, successors and permitted assigns.
- d. Assignment by Buyer. This Agreement may be assigned by Buyer without the prior written consent of Seller. No such assignment shall relieve or release Buyer or any other assigning party from the primary responsibility for the representations, warranties, promises, agreements and other obligations of the assigning party under this Agreement. At Closing, Seller shall transfer title of the Property to such assignee or any other entity designated by Buyer.
- e. Waiver. Any waiver by either party of any breach of any term or condition of this Agreement shall not be deemed a waiver of any other breach of such term or condition, nor shall the failure of either party to enforce such provision constitute a waiver of such provision or of any other provision, nor shall such actions be deemed a waiver or release of any other party for any claims arising out of or connected to this Agreement.
- f. Dates. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on a day that is not a Business Day, then in such event said date shall be extended to the next day which is a Business Day. "**Business Day**" means any day of the week other than (i) Saturday and Sunday, (ii) a day on which banking institutions in the State of Louisiana are obligated or authorized by law or executive action to be closed to the transaction of normal banking business, or (iii) a day on which governmental functions in the State of Louisiana are interrupted because of extraordinary events such as hurricanes, epidemics, power outages or acts of terrorism.
- g. Interpretation. The paragraph or section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Wherever herein the singular number is used, the same shall include the plural, and the

masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

- h. No Implied Agreement. Neither Seller nor Buyer shall have any obligations in connection with the transaction contemplated by this Agreement unless both Seller and Buyer, each acting in its sole discretion, elects to execute and deliver this Agreement to the other party. No correspondence, course of dealing or submission of drafts or final versions of this Agreement between Seller and Buyer shall be deemed to create any binding obligations in connection with the transaction contemplated hereby, and no contract or obligation on the part of Seller or Buyer shall arise unless and until this Agreement is fully executed by Seller and Buyer. Once executed and delivered by Seller and Buyer, this Agreement shall be binding upon them.
- i. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Agreement.
- j. No Recording. The provisions of this Agreement shall not constitute a lien on the Real Property. Neither Buyer nor its agents or representatives shall record or file this Agreement or any notice or memorandum hereof in any public records.
- k. Survival. Except as otherwise provided herein, the provisions of this Agreement shall not survive Closing and shall be merged into the conveyance documents executed and delivered at Closing.
- l. No Third-Party Benefits. This Agreement is for the sole and exclusive benefit of Buyer and Seller, and their successors and assigns, and no third party is intended to or shall have any rights of any kind or nature hereunder.
- m. Proof of Claim. Buyer's claim against Debtor's estate shall be reduced by the amount of the Credit Bid at the Closing. Any modification, reduction, or disallowance of Buyer's claim after the Closing shall have no effect on the sale and shall not result in any modification of the Purchase Price.
- n. Jurisdiction. THE BANKRUPTCY COURT WILL HAVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER AT LAW OR IN EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY; PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY COURT IS UNWILLING OR UNABLE TO HEAR ANY SUCH DISPUTE, THE COURTS OF THE STATE OF LOUISIANA AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN NEW ORLEANS, LOUISIANA WILL HAVE SOLE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER AT LAW OR

IN EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY.

- o. Jury Trial Waiver. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

18. GOVERNING LAW:

This agreement shall be construed and enforced in accordance with federal bankruptcy law, to the extent applicable, and where state law is implicated, the laws of the State of Louisiana.

19. RISK OF LOSS AND CASUALTY:

The Property shall be held at the risk of Seller until legal title has passed and possession of the Property has been given to Buyer. If, at any time prior thereto, any portion of the Property is destroyed or damaged as a result of fire or any other cause whatsoever, Seller shall promptly give written notice thereof to Buyer. Buyer shall have the right to terminate this Agreement by written notice delivered to Seller within twenty (20) days following the date upon which Buyer receives Seller's written notice of the destruction or damage.

20. **"AS IS"** Condition of Property; Disclaimers:

The Deed shall contain language substantially as follows:

SELLER HEREBY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING, (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON; (II) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (III) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL OR OTHER BODY, INCLUDING BUT NOT LIMITED TO ZONING AND USE; (IV) THE METES AND BOUNDS DESCRIPTION OF THE REAL PROPERTY OR (V) SUITABILITY OF THE PROPERTY FOR ANY USE WHATSOEVER. THE SALE OF THE PROPERTY IS MADE ON AN "AS IS," "WHERE IS" BASIS, AND BUYER EXPRESSLY ACKNOWLEDGES THAT, EXCEPT AS TO TITLE TO THE PROPERTY, SELLER MAKES NO WARRANTY OR REPRESENTATION EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. NEITHER THE SELLER

NOR ANY PARTY, WHOMSOEVER, ACTING OR PURPORTING TO ACT IN ANY CAPACITY WHATSOEVER ON BEHALF OF THE SELLER HAS MADE ANY DIRECT, INDIRECT, EXPLICIT OR IMPLICIT STATEMENT, REPRESENTATION OR DECLARATION, WHETHER BY WRITTEN OR ORAL STATEMENT OR OTHERWISE, AND UPON WHICH BUYER HAS RELIED, CONCERNING THE EXISTENCE OR NON-EXISTENCE OF ANY QUALITY, CHARACTERISTIC OR CONDITION OF THE PROPERTY HEREIN CONVEYED. BUYER HAS HAD FULL, COMPLETE AND UNLIMITED ACCESS TO THE PROPERTY FOR ALL TESTS AND INSPECTIONS WHICH BUYER, IN BUYER'S SOLE DISCRETION, DEEMS SUFFICIENTLY DILIGENT FOR THE PROTECTION OF BUYER'S INTERESTS.

BUYER AGREES THAT SELLER SHALL NOT BE RESPONSIBLE OR LIABLE TO BUYER FOR ANY CONSTRUCTION DEFECT, ERRORS, OMISSIONS OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, AS BUYER IS PURCHASING THE PROPERTY AS IS, WHERE IS AND WITH ALL DEFECTS AND VICES, WHETHER LATENT OR APPARENT, KNOWN OR UNKNOWN. EXCEPT AS TO THE WARRANTY OF TITLE, BUYER HEREBY FULLY RELEASES SELLER, ITS EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES AND AGENTS FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER, ITS EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES AND AGENTS FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT, ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. BUYER EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND WARRANTY AGAINST REDHIBITORY VICES IMPOSED BY LA. CIV. CODE ARTS 2475, 2524 OR ANY OTHER APPLICABLE STATE OR FEDERAL LAW. BUYER FURTHER WAIVES ANY RIGHTS IT MAY HAVE IN REDHIBITION OR TO A REDUCTION IN OR RESTITUTION OF PURCHASE PRICE AND REVENUES AND/OR COSTS PURSUANT TO LA. CIV. CODE ARTS 2520 TO 2548, INCLUSIVE, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. BUYER EXPRESSLY ACKNOWLEDGES SUCH WAIVERS AND BUYER'S EXPRESS EXERCISE OF ITS RIGHTS TO WAIVE WARRANTY PURSUANT TO LA. CIVIL CODE ART. 2548.

The provisions of this Section 20 shall survive be included in the Act of Sale at Closing.

21. Further Assurances.

Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.


[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first above written.

SELLER:

Wilbur J. "Bill" Babin, Jr.,
in his capacity as the Chapter 7 Trustee
for the bankruptcy estate of Regina Berglass Heisler

BUYER:
Girod LoanCo, LLC, a Delaware limited liability company

By: _____
Printed Name: Daniel Wanek
Title: Vice President

Schedule A – Legal Description of Real Property

Parcel A

Tract I

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the First District of the City of New Orleans, State of Louisiana, in Square No. 235, bounded by Baronne, Carondelet, Julia and St. Joseph Streets, which said piece or portion of ground is designated by the No. 25 on a sketch drawn by H. C. Brown Dy. City Surveyor, dated May 31, 1982 and annexed to an act passed before M. T. Ducros, late Notary Public, in this City on June 3, 1983 and measures 25'3"4'" front on Baronne Street and extends in depth 158' to an alley in common and on which alley said piece or portion of ground is composed of the whole of Lot No. 25 and of part of Lot No. 26 as figured on a plan drawn by Richard Delafield, Sur., dated March 18, 1832 and deposited in the office of G. R. Stringer, late Notary Public in this City.

Said Buildings and improvements there on, together with the buildings and improvements on the property listed in Tract II below, bear Municipal Nos. 840-844 Baronne Street.

Tract II

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the same district and square as and adjoining the above described property. Which said piece of portion of ground is designated by the No. 26 on the above mentioned plan by H. C. Brown, Dy. City Sur., and measures 24'8"4'" front on Baronne Street and extends inn depth 158' to the above mentioned common alley and on which alley said piece or potion of ground measures 24'8"4'". Said piece or portion of ground is part of Lot No. 26 as shown on the above mentioned plan by Delafield.

Parcel B /Tract III:

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the FIRST DISTRICT of the City of New Orleans, in SQUARE NO. 235, bounded by Baronne, Carondelet, Julia, and St. Joseph Street, which said piece or portion of ground is designated by the LETTER "B" on a sketch of survey made by C.U. Lewis, Deputy City Surveyor, dated on June 28th, annexed to an act passed before Fred Zengel, Notary Public, dated on July 20, 1905, and according thereto commencing 210 feet 9 inches from St. Joseph Street, and measuring 25 feet front on Baronne Street, the same width in the rear, on an alley common to said lot and others in said square by 158 feet in depth between equal and parallel lines.

Parcels A and B being the same property acquired by Frederick P. Heisler, as per act dated June 18, 1990, recorded at Conveyance Instrument No. 21803, Orleans Parish, Louisiana.

And further in accordance with survey No. 339002 by Gilbert, Kelly & Couturie, Inc., Everett V. Tregle, Jr., Registered Land Surveyor, dated November 11, 2003. Parcels A and B adjoin each other and have the same designation, location and measurements as hereinabove set forth.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

IN RE:

CASE NO.: 20-11509

REGINA BERGLASS HEISLER,

CHAPTER 7

Debtor

SECTION A

ORDER

The Court held a hearing on March 24, 2021, at 1:00 p.m. to consider the *Trustee's Motion in Aid of Sale and Alternatively, Motion for Turnover of Property of the Bankruptcy Estate [P-230]* (the "Motion") filed by Wilbur J. "Bill" Babin, Jr., Chapter 7 Trustee of the above-captioned bankruptcy estate ("Trustee").

APPEARANCES: As reflected in the record.

After considering the Motion, lack of written objections filed, arguments of counsel and parties, the record of this case, the applicable law, and all notice and hearing requirements of the Bankruptcy Code, Bankruptcy Rules, and Local Rules having been satisfied, the Court finds that cause exists for the relief requested and now enters the following:

IT IS ORDERED that the Motion is GRANTED;

IT IS FURTHER ORDERED that the tenants of 836-844 Baronne St., New Orleans, LA 70113 ("844 Baronne St."), which include, but are not limited to (i) The Law Offices of Henry L. Klein, (ii) Julie Klein Interiors, (iii) Kavanagh & Rendeiro, LLC, and (iv) Cardone Law Firm, shall vacate 844 Baronne St. and remove their respective movables from 844 Baronne St. on or before April 16, 2021, unless they have a written agreement with the Trustee and the prospective purchaser that authorizes them to stay in 844 Baronne St.



IT IS FURTHER ORDERED that Regina Heisler, Frederick P. Heisler, Jr., Dayna Heisler Lehman, Lauren Heisler Hensley, and any other person that is storing movables at 844 Baronne St. shall remove all of their respective movables located at 844 Baronne St. from the premises on or before April 16, 2021.

IT IS FURTHER ORDERED that Stirling Properties, Inc. shall be removed as the Keeper upon the earlier of (i) the date 844 Baronne St. is sold; or (ii) upon the mutual consent of Girod LoanCo, LLC and the Trustee.

IT IS FURTHER ORDERED that the Trustee is authorized to change the locks and take possession of 844 Baronne St. on or after April 17, 2021.

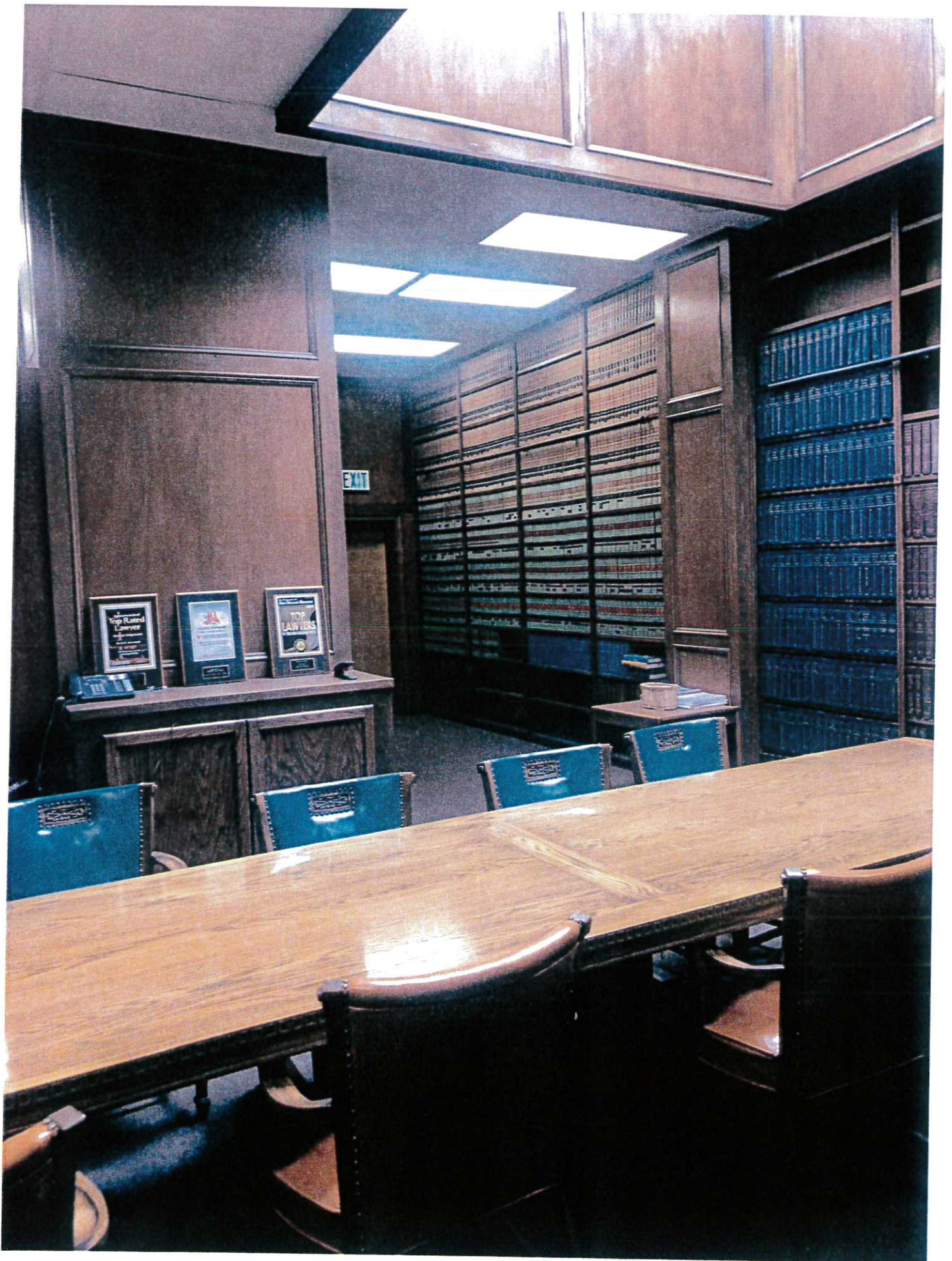
IT IS FURTHER ORDERED that the Trustee shall serve a copy of this Order on the required parties who will not receive notice through the ECF System pursuant to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules and file a certificate of service to that effect within three (3) days.

New Orleans, Louisiana, April 1, 2021.



MEREDITH S. GRABILL
UNITED STATES BANKRUPTCY JUDGE





UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

IN RE:

CASE NO. 20-11509

REGINA BERGLASS HEISLER

CHAPTER 7

Pro Se Debtor

SECTION A

MOTION FOR CERTIFICATION PURSUANT TO
28 U.S.C. § 158(d)(2)(B) TO THE FIFTH CIRCUIT COURT OF APPEALS

Henry L. Klein, *pro se* Creditor-4 (“Creditor Klein”) and Regina Heisler, *pro se* Debtor (“Regina Heisler”), (collectively “Movers”) respectfully move as follows:

The Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (“BAPCPA”) amended Section 158 of Title 28 to give the courts of appeals under certain conditions jurisdiction to hear an appeal from a judgment or order of the bankruptcy court, bypassing district court or bankruptcy appellate panel intermediate review. Subpart (A) creates a certification procedure and vests in the courts of appeals, if they authorize the direct appeal, jurisdiction over the certified appeal. The certification sought here is to an order rendered April 14, 2021, allowing the Chapter 7 Trustee to sell 844 Baronne Street to Girod LoanCo (“the Order to Sell”). If the Order to Sell is certified and direct appeal is authorized, intermediate appeals are eliminated. Section 158(d)(2)(A) provides that the certification can be made at the request of any party to the judgment. This request is related to issues pending before the United States Supreme Court for the April 23, 2021 conference of the Justices and more specifically issues raised by Justice SOTOMAYOR’s concurring opinion in City of Chicago v. Fulton, 592 U.S. ____ (2021).



I. THE BASIS FOR CERTIFICATION

The basis for certification must come from the list at subsection (d)(2)(A)(i)-(iii):

(1) the judgment, order, or decree involves a question of law as to which there is no controlling decision of the court of appeals for the circuit or of the Supreme Court, or involves a matter of public importance; (2) the judgment, order or decree involves a question of law requiring resolution of conflicting decisions; or (3) an immediate appeal from the judgment, order, or decree may materially advance the progress of the case or proceeding in which the appeal is taken.

Subpart (B) amplifies the process. The bankruptcy court, district court, or bankruptcy appellate panel “shall” make the certification if it determines that at least one of the circumstances specified in Section 158(d)(2)(A)(i)-(iii) exists. Movers aver that sections (1) and (3) apply. In *Chicago v. Fulton*, Justice SOTOMAYOR specifically noted that there is a gap in Supreme Court precedent that this case fills: the “...Question we Pose...” is this:

IF A CREDITOR COMMENCES AN ACTION PRE-BANKRUPTCY BUT IS NOT IN ACTUAL POSSESSION OF THE ASSET WHEN THE DEBTOR FILES FOR BANKRUPTCY PROTECTION, CAN THAT CREDITOR ENGAGE IN ANY “...ACT TO CREATE, PERFECT OR ENFORCE ANY LIEN AGAINST PROPERTY OF THE ESTATE...” AND “...ANY ACT TO COLLECT, ASSESS, OR RECOVER A CLAIM AGAINST A DEBTOR THAT AROSE PRIOR TO BANKRUPTCY PROCEEDINGS”?

Notwithstanding (i) the undecided argument that Regina Heisler was defrauded into signing the toxic paper Girod holds, (ii) received no consideration that Girod can prove, (iii) the lack of any evidentiary hearing on any substantive issue, the Question Posed is undisputed: the claim arose *before* bankruptcy was filed and neither 844 Baronne and the \$2,1 million in the registry of the court were in possession of the trustee or the creditor when

1 SOTOMAYOR, at page 1.

the April 14 Order to Sell was rendered. It is also undisputed that the use of § 542(a) by the Trustee is an adversary process that has not commenced in this case, despite multiple requests by movers, individually and together.

In concurring with Justice ALITO, Justice SOTOMAYOR articulated the issue thus:

Section 362(a)(3) of the Bankruptcy Code provides that the filing of a bankruptcy petition “operates as a stay” of “any act . . . to exercise control over property of the [bankruptcy] estate.” 11 U. S. C. §362(a)(3). I join the Court’s opinion because I agree that, as used in §362(a)(3), the phrase “exercise control over” does not cover a creditor’s passive retention of property lawfully seized prebankruptcy. Hence, when a creditor has taken possession of a debtor’s property, §362(a)(3) does not require the creditor to return the property upon the filing of a bankruptcy petition. I write separately to emphasize that the Court has not decided whether and when §362(a)’s other provisions may require a creditor to return a debtor’s property. Those provisions stay, among other things, “any act to create, perfect, or enforce any lien against property of the estate” and “any act to collect, assess, or recover a claim against [a] debtor” that arose prior to bankruptcy proceedings. §§362(a)(4), (6); see, e.g., *In re Kuehn*, 563 F. 3d 289, 294 (CA7 2009) (holding that a university’s refusal to provide a transcript to a student-debtor “was an act to collect a debt” that violated the automatic stay). Nor has the Court addressed how bankruptcy courts should go about enforcing creditors’ separate obligation to “deliver” estate property to the trustee or debtor under §542(a). The City’s conduct may very well violate one or both of these other provisions. The Court does not decide one way or the other.... “The principal purpose of the Bankruptcy Code is to grant a “fresh start” ” to debtors. *Marrama v. Citizens Bank of Mass.*, 549 U. S. 365, 367 (2007) (quoting *Grogan v. Garner*, 498 U. S. 279, 286 (1991)).

This Court’s agreement or disagreement with our request should not preclude the certification. At the end of her concurring opinion, Justice SOTOMAYOR commented that “...Ultimately, however, any gap left by the Court’s ruling today is best addressed by the rule drafters and policymakers, not bankruptcy judges.”

The issue of the lifting of the stay and holding movers' objection to POC-3 in abeyance makes this case all the more unusual, if not *res nova*. If the Supreme Court enforces Caperton and Henson, that will still leave the clawing-back of the Kenner shopping center still to be done, which is why we filed 21-724 on behalf of the Succession. The Court's indulgence in our procedural ineptness should not be considered a sign of bad faith.

A proposed order is provided. Because the Justices will take this matter up in seven days, time is of the essence.

Respectfully Submitted,

/s/ Henry L. Klein

Henry L. Klein
844 Baronne Street
New Orleans, LA 70113
(504) 301-3027
henryklein44@gmail.com

Regina Heisler
Regina Heisler, *pro se*

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

IN RE:

CASE NO.: 20-11509

REGINA BERGLASS HEISLER,

CHAPTER 7

Debtor

SECTION A

ORDER AUTHORIZING THE TRUSTEE TO SELL 836-844 BARONNE ST.

The Trustee's Motion for (A) Entry of an Order (I) Approving Bidding Procedures and (II) Scheduling Bidding Deadline, Auction Date, and Sale Hearing Date; and (B) Entry of an Order After the Sale Hearing Authorizing the Trustee to Sell 836-844 Baronne St. [P-204] (the "Motion") filed by Wilbur J. "Bill" Babin, Jr., Chapter 7 Trustee of the above-captioned bankruptcy estate ("Trustee"), came for hearing on April 14, 2021 at 1:00 p.m.

APPEARANCES: As reflected in the record.

After considering the Motion, written objection of the Debtor, arguments of counsel, the record of this case, the applicable law, and all notice and hearing requirements of the Bankruptcy Code, Bankruptcy Rules, and Local Rules having been satisfied, the Court finds that cause exists for the relief requested, the reasons for which were specifically articulated by the Court and read into the record at the hearing, and now enters the following:

IT IS ORDERED that the Motion is **GRANTED**;

IT IS FURTHER ORDERED that the Trustee is authorized to enter into the purchase agreement that is attached hereto as **Exhibit A** ("Purchase Agreement") with Girod LoanCo, LLC ("Girod");



IT IS FURTHER ORDERED that the Trustee is authorized to sell the property bearing the municipal address 836-844 Baronne St., New Orleans, LA 70113, and is more particularly described as:

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the First District of the City of New Orleans, State of Louisiana, in Square No. 235, bounded by Baronne, Carondelet, Julia and St. Joseph Streets, which said piece or portion of ground is designated by the No. 25 on a sketch drawn by H. C. Brown Dy. City Surveyor, dated May 31, 1982 and annexed to an act passed before M. T. Ducros, late Notary Public, in this City on June 3, 1983 and measures 25'3"4" front on Baronne Street and extends in depth 158' to an alley in common and on which alley said piece or portion of ground is composed of the whole of Lot No. 25 and of part of Lot No. 26 as figured on a plan drawn by Richard Delafield, Sur., dated March 18, 1832 and deposited in the office of G. R. Stringer, late Notary Public in this City.

Said Buildings and improvements there on, together with the buildings and improvements on the property listed in Tract II below, bear Municipal Nos. 840-844 Baronne Street.

Tract II

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the same district and square as and adjoining the above described property. Which said piece of portion of ground is designated by the No. 26 on the above mentioned plan by H. C. Brown, Dy. City Sur., and measures 24'8"4" front on Barrone Street and extends inn depth 158' to the above mentioned common alley and on which alley said piece or potion of ground measures 24'8"4". Said piece or portion of ground is part of Lot No. 26 as shown on the above mentioned plan by Delafield.

Tract III

A CERTAIN LOT OF GROUND, together with all of the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the in the FIRST DISTRICT of the City of New Orleans, in SQUARE NO. 235, bounded by Baronne, Carondelet, Julia, and St. Joseph Street, which

said piece or portion of ground is designated by the LETTER "B" on a sketch of survey made by C.U. Lewis, Deputy City Surveyor, dated on June 28th, annexed to an act passed before Fred Zengel, Notary Public, dated on July 20, 1905, and according thereto commencing 210 feet 9 inches from St. Joseph Street, and measuring 25 feet front on Baronne Street, the same width in the rear, on an alley common to said lot and others in said square by 158 feet in depth between equal and parallel lines.

Parcels A and B being the same property acquired by Frederick P. Heisler, as per act dated June 18, 1990, recorded at Conveyance Instrument No. 21803, Orleans Parish, Louisiana.

And further in accordance with survey No. 339002 by Gilbert, Kelly & Couturie, Inc., Everett V. Tregle, Jr., Registered Land Surveyor, dated November 11, 2003. Parcels A and B adjoin each other and have the same designation, location and measurements as hereinabove set forth.

("844 Baronne St."), to Girod for the sum of \$1,800,000.00 in accordance with the terms and conditions set forth in the Purchase Agreement.

IT IS FURTHER ORDERED that 844 Baronne St. shall be sold pursuant to Section 363(f) of the Bankruptcy Code free and clear of all interests, liens, claims, and encumbrances, whether recorded or unrecorded, (collectively, the "Interests") with any such Interests to attach to the sale proceeds with the same validity, priority and extent that they attached to 844 Baronne St.

IT IS FURTHER ORDERED that pursuant to Section 363(h) of the Bankruptcy Code, the Trustee is authorized to sell the entirety of 844 Baronne St. and execute all documents on behalf of all owners of 844 Baronne St.

IT IS FURTHER ORDERED that: (i) all persons and entities holding and asserting Interests of any kind and nature with respect to 844 Baronne St. shall be forever barred from asserting such Interests against Girod, its successors or assigns, and 844 Baronne St.; (ii) that all Interests existing as to 844 Baronne St. prior to the sale will be unconditionally released,

discharged and terminated; (iii) that this Order be binding upon and govern the acts of all entities including without limitation, the Clerk of Court for the Parish of Orleans, and all filing agents, filing officers, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments (collectively, the "Filing Officers"); and (iv) that all Filing Officers are hereby authorized, ordered and directed to cancel all such Interests from their records as to 844 Baronne St., including, but not limited to:

- a. Assignment of Assignment of Leases and Rents from Federal Deposit Insurance Corporation, to Girod LoanCo, LLC recorded in the Mortgage Records of Orleans Parish on February 1, 2018 as MIN # 1266758;
- b. Assignment of Mortgage from Federal Deposit Insurance Corporation to Girod LoanCo, LLC recorded in the Mortgage Records of Orleans Parish on February 1, 2018 as MIN # 1266757;
- c. Multiple Indebtedness Mortgage by Succession of Frederick P. Heisler and Regina B. Heisler to First NBC Bank recorded in the Mortgage Records of Orleans Parish on August 3, 2009 as MIN# 981539 and NA# 09-30953;
- d. Assignment of Leases and Rents by Succession of Frederick P. Heisler and Regina B. Heisler to First NBC Bank recorded in the Conveyance Records of Orleans Parish on August 3, 2009 as CIN# 439053 and NA#09-30955;
- e. Lease Reconduction Agreement and Lease by the Succession of Frederick P. Heisler and Kavanagh & Rendeiro, LLC recorded in the Conveyance Records of Orleans Parish on July 16, 2019 as CIN# 659895;
- f. Tax Sale Certificate from Frederick P. Heisler to The Estuary Company, LLC (1% of the property; 2013 Property Taxes) recorded in the Conveyance Records of Orleans Parish on October 17, 2014 as CIN# 563642 and NA 2014-41226;
- g. Quit Claim and Assignment of Tax Sale Certificate by The Estuary Company, LLC to Girod REO, LLC recorded in the Conveyance Records of Orleans Parish on August 25, 2020 as CIN# 563642;

- h. Tax Sale Certificate from Frederick P. Heisler to Revitalize Development, LLC (1% of the property; 2012 Property Taxes) recorded in the Conveyance Records of Orleans Parish on October 28, 2013 as CIN# 543433 and NA# 13-40709;
- i. Tax Sale Certificate from Frederick P. Heisler to Abigail Land Holdings 25, LLC (19% of 840 Baronne; 2018 Property Taxes) recorded in the Conveyance Records of Orleans Parish on November 18, 2019 as CIN# 666675;
- j. Tax Sale Certificate from Frederick P. Heisler to Forstall Follies, LLC (50% of 836-841 Baronne; 2017 Property Taxes) recorded in the Conveyance Records of Orleans Parish on May 25, 2018 as CIN# 637937;
- k. Interest of the Succession of Frederick P. Heisler, Frederick P. Heisler, Jr., Dayna Heisler Lehmann, and Lauren Heisler Hensley; and
- l. Any unrecorded leases or other claims of any rights in 844 Baronne.

IT IS FURTHER ORDERED that Girod is deemed to be a good faith purchaser, the sale is an arm's length transaction, the price paid is fair and reasonable consideration, and Girod is afforded the protections of a good faith purchaser pursuant to Section 363(m) of the Bankruptcy Code.

IT IS FURTHER ORDERED that the Trustee is authorized to execute all documents necessary to effectuate the sale of 844 Baronne St. and perform all acts required under the Purchase Agreement and this Order.

IT IS FURTHER ORDERED that Girod shall pay all of the past due property taxes of 844 Baronne St. and shall pay \$107,000 (the "Carve-Out") to the Trustee at the closing of 844 Baronne St.

IT IS FURTHER ORDERED that the Trustee is authorized to pay \$7,000 to Revitalize Development, LLC at the closing of 844 Baronne St.

IT IS FURTHER ORDERED that Girod shall not share in any portion of the Carve-Out and will subordinate its general unsecured claim to the unsecured claims of Capital One Bank,

N.A. (POC-1), and the unsecured claim of the IRS (POC-2) in the amounts currently set forth in those claims.

IT IS FURTHER ORDERED that Girod may assign its rights to a third party, which may take title to 844 Baronne and may assume Girod's related rights under this Order.

IT IS FURTHER ORDERED that the Trustee shall serve a copy of this Order on the required parties who will not receive notice through the ECF System pursuant to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules and file a certificate of service to that effect within three (3) days.

3/4/2022

Dear Judge Grubell:

I want to take an oath and
get a hearing. My letter to
Mr. Babun was ignored. I
didn't get any money and
Eric Lockridge is lying.

Regina Heisler



Dear Mr. Babin

I would like for you to file lawsuits against the people who have damaged me and the Succession and have committed wrongs. That means that I request that you are to file a lawsuit on my behalf against the following defendants:

David Halpern

Eric Lockridge

Kean Miller

all lawyers in the Kean Miller firm that have lied to every court which has considered my case.

I did not get any money, and they all told the courts that I did. I never intended to borrow the money I am being sued to repay. I never realized that I was being used in a criminal scheme by Gary Gibbs. I received nothing of value and those lawyers know it.

I also ask that you file suit against Judge Schlegel and Marla Hamilton. Henry Klein has found a Louisiana Supreme Court case that supports it. You also need to sue the Sheriff of Jefferson Parish and all of the employees that backdated the sheriff's deed in favor of Girod REO.

Please also sue Victory Properties. They have been made aware that these are all wrongful seizures. Victory has refused to talk to my lawyer and has refused to account for the money that they collected and sent to unknown sources.

Please also include Stirling Properties. They have been collecting payments and doing nothing other than depositing the money in some account.

These are serious lawsuits that

have cost me and my family
hundreds of thousands and may
cost millions of dollars, not to
speak of the agony that I have
been put through.

Thank you very much,

Regina B Keisler

March 8, 2021

Case Caption: 20-11509

Motion by pro se Debtor to reinstate automatic stay.

Regina Heisler requests that the court re-instate the stay that precludes the liquidation of assets by the trustee.

The trustee claims there is no equity and is selling the Succession's Building at 844 Baronne Street, Picture A.

Regina Heisler has requested a hearing with testimony and evidence but has never received one.

Regina Heisler objects to these issues being decided at telephone calls made together with a large number of other routine matters.

Regina Heisler asks for an expedited hearing.

Regina Heisler does not have money to hire bankruptcy counsel.

SIGNATURE

Regina Heisler

March 11, 2021

Case Caption: 20-11509

Judge Grabill:

In yesterday's telephone conference, you asked me if I knew that Schlegel signed an order to proceed with the foreclosures. I told you no, and that was a mistake. When things are happening fast I can sometimes get confused and not realize what you are asking. I was in the courtroom for the hearing with Schlegel, and I was explained the decision by my attorney Henry Klein. I wanted to clear up any confusion.

Sincerely,

Regina Heisler

March 12, 2021

Judge Grabill


Dear Judge Grabill:

Fred Bunol emailed my daughter an order to get bids on 844 Baronne without any evidence that I received any money from the loans associated with this property. No one seems to understand this, and I object to this order.

My attorney, Henry Klein, even though he is not my bankruptcy attorney, has been fighting this for years. Although you think he has a conflict of interest, he was my husband's law partner for many years before he passed away, and promised my husband he would take care of this family. Protecting me and my family is his only goal. I have had no voice in this from the beginning. He has been my only voice in fighting for what is the truth, and will continue to fight until someone sees the truth.

I believe the court should stop all seizures on properties. Please read what Mr. Klein has presented to the Supreme Court. Nothing should be done.

Sincerely,


Regina Heisler

March 21, 2021

Judge Grabill

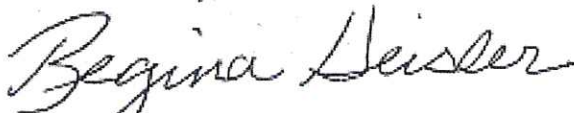
Dear Judge Grabill:

I do not object to Mr. Klein's proof of claim. It should not be rejected because of Eric Lockridge's objection. Henry Klein has been very valuable to my family and the Succession and deserves to be paid. Everything he does is to protect my family.

There are no conflicts between Henry Klein and the Heisler's. He is the only person that is trying to protect me and the Succession. Bill Babin will not file what I have asked of him. I am a pro se debtor because Eric Lockridge has all my money and assets tied up. I have no money to hire a lawyer and my daughter has to pay most of my bills.

I thought bankruptcy was supposed to protect me. The only person that seems to be being protected is Eric Lockridge because he lies to this court and I can't get a hearing to speak my truth. Again, I didn't receive any money. I am asking again to please reinstate the stay.

Sincerely,

A handwritten signature in cursive script that reads "Regina Heisler". The signature is written in dark ink and is positioned above the printed name.

Regina Heisler

March 27, 2021

Judge Grabill:

I don't understand how the building can be sold and my stock money be taken out of the court when we don't have an accepted proof of claim and that won't happen until we see what happens with the Supreme Court. This makes no sense.

WE NEED A HEARING! PLEASE LET ME TESTIFY.

My family is being ruined.

A handwritten signature in cursive script that reads "Regina Heisler". The ink is dark and the handwriting is fluid, with the first letter 'R' being particularly large and stylized.

Regina Heisler

March 28, 2021

Judge Grabill:

Here is a financial memo that my daughter recreated from the bank records that have been turned over to the FBI. Eric Lockridge can't prove differently. You will clearly see that we didn't receive the money that is being claimed that we borrowed.

It has never been denied that we signed papers that the bank told us we needed to. But no one has looked beyond the signatures to realize that the bank used us as a coverup to hide from federal regulators. That the bank forced us to sign those so they could keep funneling money to Gary Gibbs. No one has looked at Girod Loanco that they shouldn't be allowed in the court system.

I have been a victim of fraud by First NBC, Gary Gibbs, and Eric Lockridge spins his own version of a story he knows nothing about and everyone believes him while we are set to lose everything. Yet no one else is liable for the damage they caused us.

There is something seriously wrong with the system. That's why we are begging for a hearing. How can it be decided to postpone validity of the proof of claims until after the Supreme Court does something but 844 Baronne can be sold in 20 days?? Where does that money go???

Sincerely,

A handwritten signature in cursive script that reads "Regina Heisler". The signature is written in dark ink and is positioned above the printed name.

Regina Heisler

Current Loans

Loan No.	Loan Amount	Duration of Loan	Balance at FNBC Close	Principal Reduction	
				Paid by CPI	Proceeds to Succession at Loan Date
66764	1,000,000.00	7/30/12 - 7/30/17	901,485.25	98,514.75	\$94,360.56 Written to FNBC for payments
86399	2,107,124.80	3/04/15 - 2/03/17	2,107,082.13	42.67	None: All used in cover up
33897	195,064.17	5/26/15 - 5/26/20	138,573.96	56,490.21	None: All used in cover up
114592	265,804.51	9/26/2015 - 9/18/20	205,599.25	60,205.26	None: All used in cover up
157008	300,000.00	11/1/16 - 10/31/21	299,776.66	223.34	None: All used in cover up
125119	150,000.00	10/30/14 - 2/24/20	99,252.82	50,747.18	None: All used in cover up
22434	2,250,000.00	9/24/09-10/22/20	1,858,750.88	391,249.12	None: All used in cover up
	<u>6,267,993.48</u>		<u>5,610,520.95</u>	<u>657,472.53</u>	



Henry Klein <henryklein44@gmail.com>

844 etc

2 messages

Henry Klein <henryklein44@gmail.com>

Mon, Apr 19, 2021 at 11:01 AM

To: "Frederick L. Bunol" <FBunol@derbeslaw.com>, "Wilbur J. Babin, Jr." <babin@derbeslaw.com>

The job of emptying that office is gargantuan.

You can come by and see.

Everybody is moving no matter what the Supreme Court does.

But changing the locks Thursday is a bit extreme and somewhat ruthless.

If I were dealing with you on a gentlemanly basis, a week would be no problem.

But having to get permission from Eric is "...collusion..."

He should have no rights until title changes, if that happens.

Please advise.

Henry

Frederick L. Bunol <FBunol@derbeslaw.com>

Mon, Apr 19, 2021 at 11:50 AM

To: Henry Klein <henryklein44@gmail.com>, "Wilbur J. Babin, Jr." <Babin@derbeslaw.com>

Henry:

As previously indicated, the current plan is for the locks to be changed on Thursday morning, but there may be a chain put on the gate as early as Wednesday morning.

Please have all of your items moved out by the end of the day tomorrow.

Thank you,

Fred

Frederick L. Bunol

The Derbes Law Firm, LLC

3027 Ridgelake Dr.

Metairie, LA 70002

Telephone (504) 837-1230