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9 Attorneys for Creditor  
10 **MICHAEL DAVIS**

The following constitutes  
the order of the court. Signed February 1, 2016

A handwritten signature in black ink that reads "Stephen L. Johnson".

**Stephen L. Johnson**  
U.S. Bankruptcy Judge

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

14 In re  
15 **TECHNOLOGY PROPERTIES LIMITED,**  
16 **LLC,**  
17  
18 Debtor.

Case No. 13-51589-SLJ  
Chapter 11

**ORDER RE REQUEST OF MICHAEL  
DAVIS FOR PAYMENT OF  
ADMINISTRATIVE EXPENSE**

Date: January 27, 2016  
Time: 2:00 p.m.  
Location: United States Bankruptcy Court  
280 South First Street, Room 3099  
San Jose, CA 95113  
Judge: Honorable Stephen L. Johnson

19 MICHAEL DAVIS ("DAVIS"), having duly filed a Request for Payment of  
20 Administrative Expense (the "Request" [Docket #698]), and the Reorganized Debtor  
21 Technology Properties Limited, LLC (the "Debtor" or "TPL") having filed an Objection to the  
22 Request (the "Objection" [Docket #726]), and a Joinder [Docket #730] having been filed by  
23 the Official Unsecured Creditor's Committee (the "OCC"); the matter having been set for  
24 hearing on January 13, 2016 and then continued to January 27, 2016; Maureen Harrington  
25 and Marcia Gerston of Greenfield Draa & Harrington LLP having appeared on behalf of  
26 DAVIS, Robert G. Harris of Binder & Malter LLP having appeared on behalf of Debtor and  
27 Robert A. Franklin of Dorsey & Whitney LLP having appeared on behalf of the OCC, with  
28 other appearances, if any, having been noted on the record; appropriate notice of the

1 hearing on the Request having been provided pursuant to the applicable Federal Rules of  
2 Bankruptcy Procedure and the Local Rules for the Northern District of California; the parties,  
3 through counsel, having put an agreement on the record regarding resolution of the Request  
4 and the Objection, and good cause appearing therefor,  
5

6 IT IS HEREBY ORDERED as follows:

7  
8 1. DAVIS' Request for payment of an administrative expense of \$573,175.47 is  
9 allowed in the amount of \$375,000, payable as follows:

- 10 a. \$75,000 shall be paid from funds received from TPL's licensing revenue  
11 from licensing deals with HP and Epson, payable within ten (10) business  
12 days of receipt by TPL or TPL's litigation counsel. To the extent sufficient  
13 funds are not available to pay DAVIS \$75,000 from the first of these  
14 transactions completed, the amount paid to DAVIS will be allocated as  
15 follows: \$15,000 paid from the Epson revenue and \$60,000 paid from the  
16 HP revenue.
- 17 b. The remainder of the allowed administrative claim (\$300,000) shall be paid  
18 through the pooled claim fund (*i.e.*, via the Debtor's Administrative Claim  
19 Contribution as set forth in the Plan) *in pari passu* with other administrative  
20 claims.
- 21 c. Payment shall be made within ten business days of the close of each  
22 calendar quarter.

23 2. The remainder of DAVIS' requested administrative claim (\$198,175.41) shall be  
24 treated as an unsecured claim in Classes 6A and 6B, allocated and paid pursuant to the  
25 Plan.

26 3. If TPL fails to make the payments as specified above, the entire amount of the  
27 DAVIS' requested administrative claim of \$573,175.47, less any amounts actually paid,  
28 shall become allowed in full and due and payable immediately. In that event, the Debtor

1 and the OCC waive any right to challenge the allowed administrative claim.

2 4. In the event this bankruptcy case converts to Chapter 7, the full amount of DAVIS'  
3 administrative claim of \$573,175.47, less any amounts actually paid, shall be an allowed  
4 administrative claim. The Debtor agrees that the amount claimed by DAVIS as an  
5 administrative claim is accurate and that DAVIS provided services to the Debtor post-  
6 petition equal to the value of the administrative claim.

7 5. With regard to commissions payable to DAVIS:

- 8 a. The Debtor shall pay DAVIS a 2% commission rate for four currently  
9 pending non-MMP projects, to wit, HP, Epson, Micron and Canon. The  
10 commission of 2% shall be due on the portion of the gross amount of the  
11 license or settlement agreements' amounts attributed to assets controlled or  
12 licensable by TPL, and not on the portion of the gross amount of the license  
13 or settlement agreements' amounts attributable to assets which TPL does  
14 not control or have the right to license (I.e. the US'549 patent family). No  
15 other deduction (such as attorneys' fees and expenses) shall be allowed for  
16 the purposes of calculating Mr. Davis' commission. Said commissions shall  
17 be paid no later than ten business days after receipt of funds by or on behalf  
18 of TPL for each project.
- 19 b. DAVIS shall share in remaining TPL revenue as an administrative and  
20 unsecured creditor as appropriate under the Plan, including revenue to TPL  
21 from the transactions referenced in Paragraph 1(a), above. This  
22 arrangement does not include funds payable to other participants in the  
23 MMP portfolio, and relates only to funds received by TPL.
- 24 c. No other commissions shall be paid to DAVIS for any other projects without  
25 a new agreement between DAVIS and the Debtor. A separate commission  
26 agreement may be entered into between DAVIS and PDS with regard to the  
27 MMP portfolio.
- 28

1 6. DAVIS shall supply a declaration under penalty of perjury, stating that: a) he has  
2 never received any funds for any of the items or commissions listed in Exhibit 2 of his  
3 Declaration in Support of the Request, b) he worked on each of the deals listed in that  
4 Exhibit, and c) he did not submit a ballot on the Plan in this matter.

5 7. In addition to the administrative claims as set forth above, <sup>the Debtor paid Davis'</sup> DAVIS timely filed an  
6 ~~petition unsecured claim in the amount of \$2,203,502.00, to which no timely objection~~  
7 ~~has been made, and a wage claim in the amount of \$11,750.00 was paid~~ on January 19,  
8 2016. <sup>PRIORITY</sup>

9 8. If the Debtor and OCC agree to the terms of this resolution, and DAVIS is paid as  
10 agreed herein and the case is not converted to a case under Chapter 7, DAVIS agrees to  
11 release the Debtor and the OCC from all claims and causes of action (other than the  
12 administration of the agreed claims as set forth above and through the Plan).

13  
14 Approved as to form and content:

15 BINDER & MALTER LLP

16 /s/ Robert G. Harris

17 Robert G. Harris  
18 Attorneys for Reorganized Debtor

19 DORSEY & WHITNEY LLP

20 Robert A. Franklin  
21 Robert A. Franklin  
22 Attorneys for Official Creditors Committee

23 \*\*\*\*\* END OF ORDER \*\*\*\*\*  
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None