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CLERK U.S. BANKRUPTCY COURT
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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

ROSLAND CAPITAL LLC,

Debtor and Debtor in Possession.

Case No. 2:26-bk-16650-BB

Chapter 11

ORDER GRANTING DEBTOR'S MOTION FOR ORDER APPROVING SALE OF CUSTOMER INFORMATION ASSETS FREE AND CLEAR

Sale Hearing
Date: September 30, 2026
Time: 10:00 a.m.
Place: Courtroom 1539
Roybal Federal Building
255 East Temple Street
Los Angeles, CA 90012
Judge: Hon. Sheri Bluebond

On September 30, 2026, at 10:00 a.m., the Court held a hearing (the "Sale Hearing") to consider the Debtor's Motion for Order Approving (I) Appointment of Consumer Privacy Ombudsman and (II) Sale of Customer Information Assets Free and Clear [Docket No. 83] (the "Motion") filed by Rosland Capital LLC, the debtor and debtor in possession in the above-captioned chapter 11 case (the "Debtor"), pursuant to sections 105(a), 332, and 363 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). By the Motion, the Debtor seeks entry of an order, among other things, authorizing the sale of the Purchased Assets (as defined below),

free and clear of all liens, claims, encumbrances, and interests, to American Hartford Gold, LLC, a Delaware limited liability company (the "Buyer"), for a total purchase price of $3,800,000 (the "Purchase Price"), inclusive of the $125,000 deposit provided for in Section 3 of the Purchase Agreement (the "Deposit"), pursuant to an Asset Purchase Agreement dated as of September 29, 2026, by and between the Debtor and the Buyer (the "Purchase Agreement"), a copy of which has been filed as an Exhibit to the Notice of Auction Results [Docket No. 199]. The "Purchased Assets" means the "Assets" as defined in Section 1 of the Purchase Agreement, subject to all exclusions and limitations stated therein. Solely for descriptive purposes, and without limiting or narrowing that definition, the Purchased Assets include the Debtor's customer information, trade names, trademarks, and associated goodwill, and domain names and websites, including those identified on Schedules 1 and 2 to the Purchase Agreement, which schedules are illustrative and not exhaustive. The Purchased Assets do not include any asset excluded by the Purchase Agreement, including, without limitation, the Salesforce subscription, license, and platform rights, hardware, the Excluded Information, the Estate Copy, and the records relating to Adversely Affected Customers, and do not include any claim, cause of action, or other asset of the Debtor or its estate that is not conveyed by the Purchase Agreement. Appearances were as noted on the record at the Sale Hearing.

The Court having reviewed the Motion, the Declaration of Michael Hogan filed in support of the Motion, the Declaration of Michael Hogan in Support of Good Faith Finding Under 11 U.S.C. § 363(m) [Docket No. 197], the Declaration of Robert Leff in Support of Good Faith Finding Under 11 U.S.C. § 363(m) [Docket No. 200], the report of the consumer privacy ombudsman [Docket No. 202], the objections and responses filed with respect to the Motion including Flanary and Klenotiz, the arguments of counsel, and the record herein; it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; it appearing that due and adequate notice of the Motion and the Sale Hearing having been given under the circumstances, including in accordance with the Court's order limiting service [Docket No. 20] (the "Limit Service Order"); all objections to the Motion that were not withdrawn or resolved having been overruled on the merits for the reasons stated on the record at the Sale Hearing and

after due deliberation and good cause appearing therefor, based upon the findings of fact and conclusions of law as stated on the record at the Sale Hearing.

IT IS HEREBY ORDERED as follows:

1. The Motion is GRANTED as set forth herein. The Motion's request for appointment of a consumer privacy ombudsman was resolved by the Court's separate order [Docket No. 123]. All objections to the Motion are OVERRULED.

2. The Purchase Agreement is APPROVED in its entirety. Capitalized terms used but not defined in this Order have the meanings given to them in the Purchase Agreement.

3. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is AUTHORIZED to: (a) consummate the sale of the Purchased Assets to the Buyer in accordance with the terms and conditions of the Purchase Agreement; and (b) execute and deliver, perform under, consummate, and implement the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the sale in accordance with the Purchase Agreement and subject to the conditions of this Order, including, without limitation, any domain name transfer authorizations and registrar documents and any assignment of trademarks for recordation with the United States Patent and Trademark Office.

4. The Debtor is AUTHORIZED to take all other actions permitted under the terms and conditions of the Purchase Agreement and such other actions as are reasonably necessary to close the sale of the Purchased Assets in accordance with Section 6(a) of the Purchase Agreement, which provides for the Closing to occur on the second business day after Bankruptcy Court Approval, or on such other date as the Debtor and the Buyer agree in writing.

5. Pursuant to section 363(f) of the Bankruptcy Code, and subject to paragraphs 9 through 19 of this Order, the Purchased Assets shall be sold free and clear of all liens, claims, liabilities, interests, rights, and encumbrances (collectively, "Encumbrances"), with any such Encumbrances to attach to the proceeds of the sale with the same validity, extent, and priority, if any, as they had against the Purchased Assets immediately prior to the Closing. The Debtor is not aware of any lien against the Purchased Assets, and any holder of an Encumbrance that received

notice of the Motion and did not timely object is deemed to have consented to the sale pursuant to section 363(f)(2) of the Bankruptcy Code.

6. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protection of section 363(m) of the Bankruptcy Code. The Purchase Agreement was negotiated, proposed, and entered into by the Debtor and the Buyer without collusion, in good faith, and from arm's-length bargaining positions. The Buyer is not an insider or affiliate of the Debtor. The Purchase Price was not controlled by an agreement among potential bidders, and the sale may not be avoided, and no damages may be assessed, under section 363(n) of the Bankruptcy Code.

7. Notice of the Motion, the Sale Hearing, and the sale of the Purchased Assets was proper, timely, adequate, and sufficient under the circumstances, and complied with Bankruptcy Rules 2002 and 6004, Local Bankruptcy Rule 6004-1, and the Limit Service Order, and no other or further notice is required.

8. Pursuant to section 363(b)(1)(B) of the Bankruptcy Code, after the appointment of a consumer privacy ombudsman in accordance with section 332 of the Bankruptcy Code, and after giving due consideration to the facts, circumstances, and conditions of the sale, including the report of the consumer privacy ombudsman [Docket No. 202], the Court finds that no showing was made that, with respect to privacy issues, the sale would violate applicable non-bankruptcy law.

9. Notwithstanding paragraph 5 of this Order or any other provision of this Order or the Purchase Agreement, nothing in this Order, including the sale of the Purchased Assets free and clear of Encumbrances, shall extinguish, release, discharge, or otherwise impair any right of any consumer under the Privacy Policy or under any applicable privacy, consumer-protection, or unfair or deceptive acts and practices Law, including any right to opt out of the sale or sharing of personal information, to request deletion or correction of personal information, or to limit the processing of personal information, and all such rights shall attach to the Transferred Customer Information (meaning the Customer Information and database to be delivered to Buyer) in the Buyer's possession from and after the Closing. From and after the Closing, the Buyer shall use

the Transferred Customer Information in compliance with the conditions of this Order and all applicable privacy Laws, as provided in Section 7(e) of the Purchase Agreement, and, as a further condition of this Order, in compliance with the Privacy Policy (subject to paragraph 17 of this Order), and shall comply with any obligation imposed on the Buyer by applicable Law to honor requests to opt out of the sale or sharing of personal information that a consumer directed to the Debtor before the Closing, as acknowledged in Section 12 of the Purchase Agreement. As used in this Order, "Privacy Policy" means the Debtor's privacy policy as in effect on July 2, 2026.

10. The Excluded Information and all records of Adversely Affected Customers are excluded from the Purchased Assets, are not being sold or transferred to the Buyer, and shall not be delivered to the Buyer.

11. The Estate Copy is excluded from the Purchased Assets. The Debtor's rights to retain, access, use, and analyze the Estate Copy, to assign the Estate Copy and the rights granted under Section 7(a)(iv) of the Purchase Agreement, to retain and use an archival copy of the Definitive Customer List, and to retain other records are approved and preserved in accordance with Section 7(a)(iv) of the Purchase Agreement, including all limitations, permitted purposes, permitted assignments, and privacy and data-security obligations stated therein. Nothing in this Order narrows or enlarges those rights or obligations, except as expressly provided in any additional privacy conditions imposed by this Order.

12. The Buyer is not assuming, and shall not be deemed to have assumed, any liability, obligation, debt, commitment, or claim of the Debtor or its estate, whether arising before, on or after the Closing, including any such liability, obligation, debt, commitment, or claim arising out of or relating to the Debtor's business or the Purchased Assets, whether known or unknown, asserted or unasserted, accrued or contingent, liquidated or unliquidated. The Buyer is not, and shall not be deemed to be, a successor to the Debtor or its estate under any theory of law or equity, including successor or transferee liability, *de facto* merger, mere continuation, or continuity of enterprise, and the Buyer shall not have any successor, transferee, or similar liability for any liability or obligation of the Debtor or its estate, whether arising under any such theory. Nothing in this paragraph releases or limits (a) the Buyer's obligation to pay the Purchase Price, (b) any

other obligation of the Buyer under the Purchase Agreement or this Order, (c) any liability imposed directly on the Buyer under applicable Law by reason of the Buyer's own conduct, possession, or processing of the Transferred Customer Information, including the obligation acknowledged in Section 12 of the Purchase Agreement to comply with requests to opt out of the sale or sharing of personal information that a consumer directed to the Debtor before the Closing, or (d) the rights preserved by paragraphs 9 and 10 of this Order.

13. The CPO Report is ADOPTED insofar as it relates to the Buyer's obligations from and after the Closing, and those obligations are specified in this paragraph and paragraphs 14 through 18 of this Order (collectively, the "Buyer Privacy Obligations"). As used in this Order, "CPO Report" means the report of the consumer privacy ombudsman dated September 29, 2026 [Docket No. 202]. Each Buyer Privacy Obligation is a condition of the sale approved by this Order, is in addition to the Buyer's obligations under the Purchase Agreement and paragraph 9 of this Order and is enforceable against the Buyer. If the CPO Report is inconsistent with paragraphs 13 through 19 of this Order, this Order controls.

14. From and after the Closing, the Buyer shall: (a) use the Transferred Customer Information only for purposes related to the retail sale of precious metals, consistent with the purposes for which the Debtor used it ("the Purposes"); (b) as to the Transferred Customer Information, act as the Debtor's successor in interest and be responsible for any violation of the applicable privacy policy under paragraph 17 of this Order occurring after the Closing; and (c) not disclose, sell, or transfer any Transferred Customer Information to any third party in a manner inconsistent with the applicable privacy policy under paragraph 17 of this Order without first obtaining the affected consumer's prior affirmative (opt-in) consent. The Buyer's status under clause (b) is limited to the Transferred Customer Information and to conduct occurring after the Closing and does not make the Buyer a successor to the Debtor or its estate for any other purpose or for any liability or obligation arising before the Closing, and nothing in this paragraph modifies paragraph 12 of this Order.

15. The Buyer shall deliver to each customer and prospective customer whose information is included in the Transferred Customer Information a written notice substantially in

the form of Attachment A to the CPO Report (the "Consumer Notice") *together with the Buyer's first introductory marketing communication to that individual*. The Consumer Notice shall (a) inform the consumer that the Debtor's customer information has been sold to the Buyer and identify the Buyer by name; (b) identify and provide a means to access the Buyer's privacy policy that will apply to the consumer's information; (c) give the consumer a clear, no-cost opportunity for a thirty (30) day period after Buyer's distribution and/or publication of the Consumer Notice to opt out of the sale and the Buyer's ownership and use of the consumer's personal information, and of further contact from the Buyer; (d) the consumer's right to opt out remains available after the Initial Period ends via Buyer's privacy policy, and (e) Buyer shall provide a web link for consumer to opt out as well as phone support to assist with the process. The Buyer shall deliver the Consumer Notice by e-mail where the Buyer has an e-mail address for the consumer and otherwise by postal mail and may combine the Consumer Notice with its introductory marketing materials only if the Consumer Notice and the opt-out instructions are conspicuous and are not obscured by the marketing content. The Buyer shall promptly honor each opt-out request by ceasing all use, disclosure, sale, and sharing of that consumer's Transferred Customer Information and, to the extent required by applicable Law, deleting it, and shall continue to honor requests by any consumer, at any time, to unsubscribe from marketing communications online, by e-mail, or by telephone. This paragraph is in addition to the Buyer's obligations under paragraph 9 of this Order regarding opt-out requests directed to the Debtor before the Closing.

16. At the conclusion of the opt-out period, the Buyer shall file a certification with the Court confirming its compliance with the conditions set forth above. The certification shall state the (a) day the notice was posted on the Buyer's website and include a copy of the notice; (b) the day a press release or other announcement was published and posted on social media (list the platforms) and include a copy of the press release; (c) the date(s) notices were sent by e-mail to customers with e-mail addresses and include a generic copy of the notice that was sent; and (d) the date notices were sent to customers/purchasers and prospects/contacts without an e-mail address or a mobile telephone number by postage paid mail and a generic copy of the notice that was sent. The certification shall state the number of customers and prospects/contacts who opted

out of the sale and certify that all the data and information pertaining to such individuals has been permanently deleted from the Buyer's databases. The certification shall be signed by the person who oversaw the opt-out process.

17. As to any consumer to whom the Buyer has not yet delivered the Consumer Notice and afforded the opportunity to opt out under paragraph 15 of this Order, the Buyer shall handle that consumer's Transferred Customer Information in accordance with the Privacy Policy. As to each consumer who has received the Consumer Notice and has not opted out, the Buyer may apply the American Hartford Gold privacy policy reviewed by the consumer privacy ombudsman and in effect on the date of the CPO Report (the "Buyer Privacy Policy"). Before making any material change to the Buyer Privacy Policy or using or disclosing any Transferred Customer Information in a manner different from that specified in the applicable privacy policy, the Buyer shall notify each affected consumer and afford the consumer an opportunity to opt out of the change or new use.

18. From and after the Closing, the Buyer shall (a) employ appropriate information security controls, including technical, operational, and managerial controls and strong encryption, to protect the Transferred Customer Information; and (b) comply with all applicable federal and state laws, and, to the extent applicable, international laws, governing the Transferred Customer Information, including laws prohibiting unfair or deceptive acts or practices, and data breach notification, data security, data disposal, privacy, "do-not-call," and anti-spam laws.

19. The Debtor will provide "reasonable security" to safeguard all customer personally identifiable information in the Estate Copy of the database in a manner consistent with industry standard data security protections and applicable information security laws and best practices; provided that the parties may store such customer personally identifiable information on the systems of a third-party service provider that employs industry standard data security protections for such a service provider.

20. At Closing, the Buyer shall pay the remaining Purchase Price of $3,675,000 by wire transfer to the Armanino Rosland Deposit Account, and the previously paid Deposit of $125,000 shall be credited against the Purchase Price, in accordance with Sections 3 and 4 of the

Purchase Agreement. Nothing in this Order modifies the Parties' rights or obligations concerning the Deposit under Section 3 of the Purchase Agreement.

21. This Order and the Purchase Agreement shall be binding upon the Debtor, its estate, all creditors and parties in interest, and any successor to the Debtor, including any trustee appointed in this case or in any superseding chapter 7 case.

22. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry, and the fourteen-day stay provided in Bankruptcy Rule 6004(h) is hereby waived.

23. This Court retains jurisdiction to interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreement, and to resolve any dispute arising under or related to either of them.

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Date: October 1, 2026

Sheri Bluebond
United States Bankruptcy Judge