

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address                  LEO D. PLOTKIN (SBN 101893)                  LEVY, SMALL &amp; LALLAS                  A Partnership Including Professional Corporations                  815 Moraga Drive                  Los Angeles, California 90049                  Telephone: (310) 471-3000                  Facsimile: (310) 471-7990                  Email: lplotkin@lsl-la.com</p> <p><input type="checkbox"/> Individual appearing without an attorney  <input checked="" type="checkbox"/> Attorney for: Movant Siena Lending Group, LLC</p>	<p>FOR COURT USE ONLY</p>
<p><b>UNITED STATES BANKRUPTCY COURT                  CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION</b></p>	
<p>In re:                   B&amp;B Liquidating, LLC,                  Debtor and Debtor in Possession.</p> <p style="text-align: right;">Debtor(s)</p>	<p>CASE NO.: 2:18-bk-11744-NB                  CHAPTER: 11</p> <p><b>NOTICE OF LODGMENT OF ORDER IN                  BANKRUPTCY CASE RE: <i>(title of motion<sup>1</sup>)</i>:</b>                  Notice of Motion and Motion for Relief from the                  Automatic Stay Under 11 U.S.C. § 362 (with                  supporting declarations) (Personal Property</p>

PLEASE TAKE NOTE that the order titled **ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (PERSONAL PROPERTY)** was lodged on (date) September 12, 2018 and is attached. This order relates to the motion which is docket number 205.

<sup>1</sup> Please abbreviate if title cannot fit into text field.

# Exhibit A

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  LEO D. PLOTKIN (SBN 101893) LEVY, SMALL & LALLAS A Partnership Including Professional Corporations 815 Moraga Drive Los Angeles, California 90049-1633 Telephone: (310) 471-3000 Facsimile: (310) 471-7990 Email: lplotkin@lsl-la.com	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA –LOS ANGELES DIVISION</b>	
In re:  B&B LIQUIDATING, LLC,  Debtor.	CASE NO.: 2:18-bk-11744-NB CHAPTER: 11
Debtor(s).	<b>ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (PERSONAL PROPERTY)</b>
DATE: September 4, 2018 TIME: 10:00 a.m. COURTROOM: 1545 PLACE: 255 East Temple Street Los Angeles, CA 90012	
<b>Movant:</b> Siena Lending Group, LLC	

1. The Motion was:       Opposed       Unopposed       Settled by stipulation

2. The Motion affects the following personal property (Property):

Vehicle (year, manufacturer, type and model):

Vehicle identification number:  
Location of vehicle (if known):

Equipment (manufacturer, type, and characteristics):

Serial number(s): All equipment of Debtor  
Location (if known): Wherever located

Other personal property (*type, identifying information, and location*):

All personal property of Debtor, wherever located

See Exhibit \_\_\_\_\_ attached to the Motion.

3. The Motion is granted under:
- 11 U.S.C. § 362 (d)(1)
  - 11 U.S.C. § 362 (d)(2)
4.  As to Movant, its successors, transferees and assigns, the stay of 11 U.S.C. § 362(a) is:
- Terminated as to the Debtor and the Debtor's bankruptcy estate.
  - Modified or conditioned as set for the in Exhibit \_\_\_\_\_ to this order.
  - Annulled retroactively to the bankruptcy petition date. Any postpetition acts taken by Movant to enforce its remedies regarding the Property do not constitute a violation of the stay.
5.  Movant may enforce its remedies to repossess or otherwise obtain possession and dispose of the Property in accordance with applicable nonbankruptcy law, but may not pursue any deficiency claim against the Debtor or property of the estate except by filing a proof of claim pursuant to 11 U.S.C. § 501.
6.  Movant must not repossess the Property before (*date*) \_\_\_\_\_.
7.  The stay remains in effect subject to the terms and conditions set forth in the Adequate Protection Agreement to this order.
8.  In chapter 13 cases, the trustee must not make any further payments on account of Movant's secured claim after entry of this order. The secured portion of Movant's claim is deemed withdrawn upon entry of this order without prejudice to Movant's right to file an amended unsecured claim for any deficiency. Absent a stipulation or order to the contrary, Movant must return to the trustee any payments received from the trustee on account of Movant's secured claim after entry of this order.
9.  The co-debtor stay of 11 U.S.C. § 1201(a) or § 1301(a) is terminated or modified as to the co-debtor, as to the same terms and conditions.
10.  The 14-day stay provided by FRBP 4001(a)(3) is waived.
11. This order is binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of the Bankruptcy Code.
12.  This order is binding in any other bankruptcy case purporting to affect the Property filed not later than 2 years after the date of entry of such order, except that a debtor in a subsequent case may move for relief from the order based upon changed circumstances or for good cause shown, after notice and hearing.
13.  This order is binding and effective in any bankruptcy case commenced by or against the Debtor for a period of 180 days, so that no further automatic stay shall arise in that case as to the Property.
14.  This order is binding and effective in any bankruptcy case commenced by or against any debtor who claims any interest in the Property for a period of 180 days, so that no further automatic stay shall arise in that case as to the Property.

15.  This order is binding and effective in any future bankruptcy case, no matter who the debtor may be
- a.  without further notice.
  - b.  upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law.
16.  Other (*specify*):

The Tentative Ruling attached to this Order is hereby incorporated as the Court's final ruling, with the following changes and exceptions:

1. The automatic stay is not terminated as to any insurance policies held by Debtor; provided, however, that this limitation is without prejudice to any future request by Siena for relief from the automatic stay as to such insurance policies.
2. Within seven days of entry of this Order, Siena shall pay the portions of the landlords' claims that Siena does not dispute.
3. Landlords shall have the right to initiate a contested motion in lieu of an adversary proceeding to obtain a determination of Siena's obligation to pay disputed portions of landlords' claims. Siena shall not raise as a defense to such motion that the landlords' remedy is limited to surcharging Siena's collateral, and shall pay any amounts that the Court determines Siena is required to pay the landlords within seven days of the entry of a final order on such contested motion or as otherwise may be agreed by the parties in writing. With respect to determination of disputed portions of the landlord claims, Debtor shall have no obligation to support or oppose payment of any such claim. Debtor shall, however, to the extent requested, provide such information as may be requested by the parties.
4. **In the event a landlord fails to initiate a contested motion to resolve the disputed portions of such landlord's claim within thirty days of entry of this Order, such landlord's claim shall be deemed waived as against Siena.**
5. In view of Siena's commitment to directly pay the undisputed portions of the landlords' claims and any disputed portions that the Court determines is owed by Siena, no blocked account shall be required, and the provisions of the Tentative Ruling relating to such blocked account are deleted.

In the event of any inconsistencies between the Tentative Ruling and the provisions of this Paragraph 16, the provisions of this Paragraph 16 shall control.

###

## ADEQUATE PROTECTION AGREEMENT

(This attachment is the continuation page for paragraph 7 of this order.)

The stay remains in effect subject to the following terms and conditions:

1.  The Debtor tendered payments at the hearing in the amount of \$ \_\_\_\_\_.
2.  The Debtor must make regular monthly payments in the sum of \$ \_\_\_\_\_ commencing (date) \_\_\_\_\_ . The amount of these payments may be subject to change under the terms of the parties' original agreements. All payments due Movant under this Adequate Protection Agreement must be paid to Movant at the following address:
  
3.  The Debtor must cure the postpetition default computed through \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ as follows:
  - a.  In equal monthly installments of \$ \_\_\_\_\_ each commencing (date) \_\_\_\_\_ and continuing thereafter through and including \_\_\_\_\_.
  - b.  By paying the sum of \$ \_\_\_\_\_ on or before (date) \_\_\_\_\_,
  - c.  By paying the sum of \$ \_\_\_\_\_ on or before (date) \_\_\_\_\_,
  - d.  By paying the sum of \$ \_\_\_\_\_ on or before (date) \_\_\_\_\_,
  - e.  Other:
4.  The Debtor must maintain insurance coverage on the Property and must remain current on all taxes that become due postpetition with regard to the Property.
5.  The Debtor must file a disclosure statement and plan on or before (date) \_\_\_\_\_  
A disclosure statement must be approved on or before (date) \_\_\_\_\_  
A plan must be confirmed on or before (date) \_\_\_\_\_
6.  Upon any default in the terms and conditions set forth in paragraphs 1 through 5 of this Adequate Protection Agreement, Movant must serve written notice of default to the Debtor, and any attorney for the Debtor. If the Debtor fails to cure the default within 14 days after service of such written notice:
  - a.  The stay automatically terminates without further notice, hearing or order.
  - b.  Movant may file and serve declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which the court may grant without further notice or hearing.
  - c.  Movant may move for relief from the stay upon shortened notice pursuant to LBR 9075-1(b).
  - d.  Movant may move for relief from the stay on regular notice pursuant to LBR 9013-1(d).
7.  Notwithstanding anything contained in this Adequate Protection Agreement to the contrary, the Debtor is entitled to a maximum (number) of \_\_\_\_ notices of default and opportunities to cure pursuant to the preceding paragraph. Once the Debtor has defaulted this number of times on the obligations imposed by this order and has been served with this number of notices of default, Movant is relieved of any obligation to serve additional notices of default and provide additional opportunities to cure. If an event of default occurs thereafter, Movant shall be entitled, without first serving a notice of default and providing the Debtor with an opportunity to cure, to file and serve a declaration under penalty of perjury setting forth in detail the Debtor's failures to perform under this Adequate Protection Agreement, together with a proposed order terminating the stay, which the court may enter without further notice or hearing.

8.  This Adequate Protection Agreement is binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated with respect to the Property by court order or by operation of law, this Adequate Protection Agreement ceases to be binding and Movant may proceed to enforce its remedies under applicable nonbankruptcy law against the Property and/or against the Debtor.
9.  If Movant obtains relief from stay based on the Debtor's defaults under this Adequate Protection Agreement, the order granting that relief will contain a waiver of the 14-day stay as provided in FRBP 4001(a)(3).
10.  Movant may accept any and all payments made pursuant to this order without prejudice to or waiver of any rights or remedies to which it would otherwise have been entitled under applicable nonbankruptcy law.
11.  Other (*specify*):

United States Bankruptcy Court  
Central District of California  
Los Angeles  
Judge Neil Bason, Presiding  
Courtroom 1545 Calendar

Tuesday, September 04, 2018

Hearing Room 1545

10:00 AM

2:18-11744 B&B Liquidating, LLC

Chapter 11

#27.00 Hrg re: Motion for relief from stay [PP]

SIENA LENDING GROUP, LLC  
vs  
DEBTOR

Docket 205

**Tentative Ruling:**

Grant as provided below. Appearances are not required.

*Proposed order:* Movant is directed to lodge a proposed order via LOU within 7 days after the hearing date, and attach a copy of this tentative ruling, thereby incorporating it as this Court's final ruling (except to the extent, if any, of any changes at the hearing). See LBR 9021-1(b)(1)(B).

*Key documents reviewed (in addition to motion papers at dkt. 205-06):* (i) The Forbes Company Response (dkt. 211), (ii) Official Committee of Unsecured Creditors Opposition (dkt. 212), (iii) GGP, Inc. and The Taubman Company, LLC Response (dkt. 214), (iv) Debtor's Response (dkt. 215), and the movant Siena Lending Group, LLC's reply (dkt. 217).

Analysis. Subject to the provisions set forth below, the tentative ruling is to terminate the automatic stay under 11 U.S.C. 362(d)(2) as to all collateral, except any claims that the debtor has standing to assert against Great American Group, LLC or Tiger Capital, LLC (the "Liquidation Consultants"). That limitation is without prejudice to any future request by movant Siena for relief from the automatic stay regarding any claims against the Litigation Consultants that constitute part of the collateral of the movant Siena. The tentative ruling is also to grant the request to waive the 14-day stay provided by FRBP 4001(a)(3).

(1) Landlords issues - prior to termination of automatic stay. The tentative ruling is that any relief from the automatic stay (11 U.S.C. 362(a)) should be conditioned on the movant Siena first paying any outstanding postpetition lease obligations to the objecting landlords, through the earlier of



**United States Bankruptcy Court  
Central District of California  
Los Angeles  
Judge Neil Bason, Presiding  
Courtroom 1545 Calendar**

Tuesday, September 04, 2018

Hearing Room 1545

10:00 AM

CONT... B&B Liquidating, LLC

Chapter 11

(a) the date when the premises have been surrendered to the applicable landlord or (b) the date on which the automatic stay is terminated. See dkt. 212, p.2:14 (asserting unpaid obligations of \$41,130.03), and dkt. 214, p.3:6-8 (preserving rights). As to any disputed amounts, the tentative ruling is that they must be paid into a blocked account to be held by the debtor (or as otherwise agreed between the landlords and the movant Siena) pending resolution of those disputes. (None of the foregoing should be interpreted as affecting any dispute that might exist between the movant Siena and any non-objecting landlord - that is an issue that is not presently before this Court.)

In setting forth the above condition this Court recognizes that the only issues for relief under 11 U.S.C. 362(d)(2) are whether there is any equity in the property and whether the property is necessary to an effective reorganization, as movant Siena argues. Dkt. 217, p.2:7-14. But the statute gives this Court discretion regarding what type of relief to grant - whether to terminate the stay, or condition it, or grant some other form of relief. The tentative ruling is that the conditions set forth herein are appropriate in the exercise of this Court's discretion.

(2) Landlords issues - after termination of stay. The tentative ruling is that if the movant Siena wishes to remove or liquidate inventory prior to 9/14/18 then it may do so without interference from the landlords, provided that it pays ongoing rent on the same terms as currently exist, for the following reasons. Cf. dkt. 214, p.3:24-4:3 (landlord asserting that movant Siena has no right to occupy premises before (as well as after) deemed rejection on 9/14/18).

The reasoning is as follows: (a) until the lease is rejected the debtor continues to have a right to occupy the premises (subject to paying the rent), (b) terminating the automatic stay does not operate as a rejection of the lease or an ouster of the debtor - it merely permits the movant Siena to exercise its nonbankruptcy remedies, and (c) the debtor has obligations not only to unsecured creditors but also to the movant Siena, and those obligations require cooperation even after termination of the automatic stay, including not causing waste of the inventory and coordinating with the movant Siena regarding liquidation or removal of the inventory.

But if the movant Siena provides written notice to the landlord that it elects not to use the premises for liquidation or removal of inventory (and instead decides to abandon any remaining inventory) then this Court is not aware of any bankruptcy law, rule, or discretionary condition that should

**United States Bankruptcy Court  
Central District of California  
Los Angeles  
Judge Neil Bason, Presiding  
Courtroom 1545 Calendar**

Tuesday, September 04, 2018

Hearing Room 1545

10:00 AM

CONT... B&B Liquidating, LLC

Chapter 11

require the movant Siena to pay lease obligations after the later of (a) such notice or (b) termination of the automatic stay. Nor does the oral agreement of movant Siena to pay rent directly (rather than advance funds to the debtor to pay rent) create any obligation to continue paying rent. See Tr. 2/22/18 (dkt. 67) at pp. 37:11-40:3; dkt. 36 p.3:15-16. (This Court expresses no opinion about any nonbankruptcy law that might govern any rights and duties as between the landlords and the movant Siena.) Cf. dkt. 214, p.3:8-10 (landlord questioning whether movant Siena intends that termination of automatic stay should cut off obligation to pay lease obligations).

As for removal of fixtures (dkt. 211, p.2:19-27), the tentative ruling is to agree with the movant Siena that this issue should be left to nonbankruptcy law. Dkt. 217, p.6:1-6. This does not appear to be an issue that this Court should address, at least at this time, if ever.

If appearances are not required at the start of this tentative ruling but you wish to dispute the tentative ruling, or for further explanation of "appearances required/are not required," please see Judge Bason's Procedures (posted at [www.cacb.uscourts.gov](http://www.cacb.uscourts.gov)) then search for "tentative rulings." If appearances are required, and you fail to appear without adequately resolving this matter by consent, then you may waive your right to be heard on matters that are appropriate for disposition at this hearing.

**Party Information**

**Debtor(s):**

B&B Liquidating, LLC

Represented By  
Brian L Davidoff

**Movant(s):**

Siena Lending Group, LLC

Represented By  
Leo D Plotkin

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
815 Moraga Drive, Los Angeles, California 90049-1633.

A true and correct copy of the foregoing document entitled: **NOTICE OF LODGMENT OF ORDER IN BANKRUPTCY CASE** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* **September 12, 2018** I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Brian L Davidoff on behalf of Debtor B&B Liquidating, LLC  
bdavidoff@greenbergglusker.com, calendar@greenbergglusker.com; jking@greenbergglusker.com

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:** On *(date)* **September 12, 2018**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

B&B Liquidating, LLC - Debtor  
5800 S Eastern Ave  
Suite 500  
Commerce, CA 90040

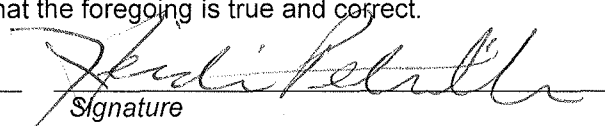
Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 12, 2018 Heidi Petrilli  
Date Printed Name

  
Signature

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

Charla L Brown on behalf of Creditor Texas Comptroller of Public Accounts  
charla.brown@cpa.texas.gov

Shirley Cho on behalf of Creditor Committee Official Committee Of Unsecured Creditors  
scho@pszjlaw.com

John P Dillman on behalf of Creditor Harris County  
houston\_bankruptcy@publicans.com

Jeffrey W Dulberg on behalf of Creditor Committee Official Committee Of Unsecured Creditors  
jdulberg@pszjlaw.com

Brian D Huben on behalf of Creditor Centennial Real Estate Company  
hubenb@ballardspahr.com, carolod@ballardspahr.com

Brian D Huben on behalf of Creditors Starwood Retail Partners LLC and The Forbes Company  
hubenb@ballardspahr.com, carolod@ballardspahr.com

William W Huckins on behalf of Creditor General Growth Landlords  
whuckins@allenmatkins.com, clynch@allenmatkins.com

William W Huckins on behalf of Creditor Taubman Landlords  
whuckins@allenmatkins.com, clynch@allenmatkins.com

Courtney J Hull on behalf of Creditor Texas Comptroller of Public Accounts  
bk-chull@oag.texas.gov, sherri.simpson@oag.texas.gov

Lillian Jordan on behalf of Interested Party Courtesy NEF  
ENOTICES@DONLINRECANO.COM, RMAPA@DONLINRECANO.COM

Dare Law on behalf of U.S. Trustee United States Trustee (LA)  
dare.law@usdoj.gov

Hamid R Rafatjoo on behalf of Interested Party ModernHR  
hrafatjoo@raineslaw.com, bclark@raineslaw.com; cwilliams@raineslaw.com

Martin W Taylor on behalf of Creditor Israel Discount Bank of New York  
martin.taylor@troutman.com, anabel.pineda@troutman.com

Ronald M Tucker, Esq on behalf of Creditor Simon Property Group, Inc.  
rtucker@simon.com, cmartin@simon.com; psummers@simon.com; Bankruptcy@simon.com

United States Trustee (LA)  
ustpregion16.la.ecf@usdoj.gov

Elizabeth Weller on behalf of Creditor Dallas county  
Elizabeth Weller on behalf of Creditor c/o Elizabeth Weller City of Frisco  
dallas.bankruptcy@publicans.com

**2. SERVED BY UNITED STATES MAIL**

Emerald Capital Funding LLC  
4221 Wilshire Blvd Suite 260  
Los Angeles, CA 90010

CC Funding  
505 Park Ave 6<sup>th</sup> Floor  
New York, NY 10022

Rommel Mapa  
Donlin, Recano & Company, Inc  
6201 15th Avenue  
Brooklyn, NY 11219

TN Dept of Revenue  
c/o TN Attorney General's Office  
Bankruptcy Division  
PO Box 20207  
Nashville, TN 37202-0207