

EXHIBIT A

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 26 2018

Sherri R. Carter, Executive Officer/Clerk
By: Ricardo Perez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SIENA LENDING GROUP LLC,

Plaintiff,

v.

GREAT AMERICAN GROUP ADVISORY &
VALUATION SERVICES, LLC, and DOES 1
through 10, inclusive,

Defendants.

BC723332

Case No.

COMPLAINT FOR:

- (1) NEGLIGENCE;
- (2) BREACH OF CONTRACT;
- AND
- (3) NEGLIGENT MISREPRESENTATION

BY FAX

1 Plaintiff Siena Lending Group LLC alleges as follows:

2 **PARTIES**

3 1. Plaintiff Siena Lending Group LLC (“Siena”) is a limited liability company
4 organized and existing under the laws of the State of Delaware.

5 2. Defendant Great American Group Advisory & Valuation Services, LLC (“Great
6 American”) is a limited liability company organized and existing under the laws of the State of
7 California, with its principal place of business in the County of Los Angeles.

8 3. The true names and capacities, whether individual, corporate, associate or
9 otherwise, of defendants Does 1 through 10, inclusive, are unknown to Siena, who therefore sues
10 said defendants by such fictitious names. Siena will amend the complaint to show their true
11 names and capacities when the same have been ascertained.

12 4. Siena is informed and believes, and based thereon alleges, that each defendant
13 was the agent, servant and/or employee of each of the other defendants, and in doing and
14 suffering the acts hereinafter alleged, each was acting in such capacity and within the relative
15 scope of his, her, or its authority.

16 **GENERAL ALLEGATIONS**

17 5. On April 28, 2017, B&B Liquidating, LLC (“Debtor”), which was then known as
18 B&B Bachrach LLC, filed a Chapter 11 petition in bankruptcy in the United States Bankruptcy
19 Court for the Central District of California (the “Bankruptcy Court”), docketed as Case No.
20 2:17-bk-15292-NB (the “Prior Bankruptcy”). Debtor at the time was a specialty retailer of men’s
21 apparel operating a number of retail outlets around the country, and operated as debtor-in-
22 possession in the Prior Bankruptcy. On August 14, 2017, the Bankruptcy Court approved
23 Debtor’s plan of reorganization in the Prior Bankruptcy, with an effective date of August 31,
24 2017. The plan contemplated that Debtor would pay off in full its senior secured lender at the
25 time, Israeli Discount Bank of New York (“IDB”), on or before September 29, 2017. At the time
26 the plan of reorganization was approved, Debtor was in the process of obtaining alternative
27 financing to pay off IDB.
28

1 6. Siena is an asset-based lender serving middle-market companies. In or around the
2 summer of 2017, while Debtor was negotiating the provisions of its plan of reorganization with
3 its creditors, Debtor requested that Siena provide the alternate financing necessary to satisfy
4 Debtor's debt to IDB and otherwise to effectuate the plan. Siena had no prior business
5 relationship with Debtor.

6 7. The primary security Debtor offered for the contemplated financing was Debtor's
7 inventory. The gross value of Debtor's inventory, as well as the value of that inventory under a
8 liquidation scenario in the event Debtor was unsuccessful following its emergence from
9 bankruptcy, were significant, if not determinative, considerations in Siena's decision whether to
10 provide the financing Debtor sought. Accordingly, Siena decided to obtain a professional
11 appraisal of the inventory's value on an equity bid basis to aid its analysis and guide its decision.
12 An equity bid appraisal would establish the amount that Siena would be able to realize, following
13 any default by Debtor, by simply selling all of the inventory to the entity performing the
14 appraisal or another liquidation agent. Importantly, Siena would not have entered into the loan
15 transaction without an equity bid appraisal as the retail markets continued to be in turmoil.

16 8. Great American advertises itself as a global provider of valuation services that
17 conducts thousands of appraisals annually on various asset classes throughout all industries.
18 Great American touts its extensive experience, which it claims provides unique insight into
19 market trends and allows it to deliver accurate and reliable market values. Great American
20 understands that lenders such as Siena, which provide asset-based loans to borrowers, place great
21 reliance on Great American's appraisals and that, in the event an appraisal is inaccurate, lenders
22 such as Siena can incur significant losses by making loans, based on the Great American
23 appraisal, that they either would not otherwise make, or would make on different terms.

24 9. In or around July 2017, Siena contacted Great American to discuss the valuation
25 services that Great American might provide, and informed Great American that Siena was
26 looking for an appraiser that would be willing to provide the inventory appraisal on an equity bid
27 basis. Great American agreed to do so, and stressed to Siena that it had substantial experience in
28 the area of specialty retail apparel. Great American stated that it had previously appraised a

1 number of specialty and basic men's apparel retailers, as well as department stores that offered
2 product targeting a customer base similar to that of Debtor, e-commerce, and multi-channel
3 retailers. In addition, Great American stated that it had conducted liquidation sales of specialty
4 apparel retailers, as well as department stores and off-price retailers of men's, women's, and
5 children's apparel. Most significantly, Great American represented that it had extensive
6 knowledge of Debtor itself, its business operations, and the salability and desirability of Debtor's
7 inventory through its successful conduct of liquidation sales of twenty of Debtor's retail stores in
8 the past.

9 10. Based upon Great American's representations concerning its willingness to
10 provide an equity bid appraisal, its extensive specialty retailer experience, and its intimate
11 knowledge of Debtor itself, Siena decided to retain Great American to perform the appraisal. On
12 August 4, 2017, Great American sent Siena a proposed engagement letter for its services, but the
13 letter did not specifically reference the fact that the appraisal would include an equity bid. When
14 questioned on the omission, Great American responded that the appraisal itself would include
15 language concerning Great American's equity bid, but that such language was not included in the
16 engagement letter. Siena requested that Great American revise its proposal to state that an equity
17 bid would be included in the final valuation report. Great American agreed to modify the
18 proposal to state that the appraisal would be presented on an equity bid based scenario, and sent
19 Siena a revised proposal including such language.

20 11. Based upon Siena's understanding that the appraisal would include Great
21 American's commitment to purchase Debtor's inventory at the appraised value, on or about
22 August 7, 2017 Siena signed Great American's engagement letter (the "August 2017
23 Engagement Letter") pursuant to which Siena engaged Great American to conduct an equity bid
24 appraisal and estimate the gross and net liquidation value of Debtor's inventory. A true and
25 correct copy of the August 2017 Engagement Letter is attached as Exhibit 1 to this complaint.

26 12. Great American also understood and agreed that the appraisal would be presented
27 on an equity bid basis to establish the minimum amount that Great American (or another
28 liquidation agent if Siena so decided) would offer for the inventory. The parties were in

1 extensive contact during August 2017 while the appraisal was ongoing. In the middle of the
2 process, Great American stated that it was “confident” that the recovery values would be
3 between 80% and 95% of inventory cost at the low end and 95% to 110% of cost at the high end.
4 However, one week prior to issuance of the appraisal, Great American informed Siena that the
5 recovery values would come in much lower than even the low end of the projected range. Great
6 American and Siena then engaged in a discussion concerning the recovery values, and in
7 particular Great American’s estimate that 45% of the inventory would have to be sold through
8 wholesale channels at a much lower price than the inventory that would be sold through retail
9 store closing sales. The fact that the parties were negotiating the values demonstrates that both
10 parties understood the appraisal would bind Great American to make an equity bid consistent
11 with its appraisal. Great American’s project manager evidenced that understanding when he
12 stated in an email during the course of discussions concerning the estimated percentage of
13 inventory that would be sold at wholesale: “Since this is an equity bid, we want to ensure that
14 our team is comfortable making any revisions to the bulk wholesale component. Wholesale deals
15 aren't typically equity models given the complexities that go with them.”

16 13. Great American also admitted that the appraisal would be an equity bid during the
17 appraisal process when, in a conversation with a Siena underwriter, a representative expressly
18 stated that the appraisal was being performed on an equity bid basis, and that Great American
19 “was taking all the risk.”

20 14. On or about August 28, 2017, Great American issued its appraisal, which
21 estimated that as of June 30, 2017, the gross retail value of Debtor’s inventory was
22 approximately \$52.5 million, the inventory’s value at cost was approximately \$9.1 million, and
23 the net orderly liquidation value of the inventory was approximately \$5.9 million. The appraisal
24 expressly stated that it was presented on an equity bid basis. It is commonly understood in the
25 industry that an inventory appraisal presented on an equity bid basis constituted the appraiser’s
26 agreement to purchase the inventory for the stated value. Based on and in reliance on the equity
27 bid appraisal, Siena agreed to provide financing to Debtor.
28

1 15. On or about October 30, 2017, Siena and Debtor entered into that certain Loan
2 and Security Agreement (the “Loan Agreement”) pursuant to which Siena agreed to make
3 Debtor a term loan of \$500,000 and provide a revolving credit facility in the maximum principal
4 amount of \$7 million under the terms and conditions set forth in the Loan Agreement. The
5 amounts Debtor could draw under the credit facility were limited to, among other things, a
6 percentage of the net orderly liquidation value of Debtor’s inventory as stated in the appraisal
7 prepared by Great American. Repayment of all advances was secured by, among other assets, all
8 of Debtor’s inventory.

9 16. In reliance on and based on Great American’s calculations of the gross values and
10 the net orderly liquidation value of Debtor’s inventory, Siena made an initial advance to Debtor
11 under the Loan Agreement of approximately \$5.3 million, and continued to make advances
12 thereafter.

13 17. Between October 2017 and January 2018, Debtor’s sales failed to meet
14 projections, and Siena became concerned with Debtor’s viability and Siena’s prospects for
15 collecting its loan in full. Siena and Debtor commenced discussions concerning the sale of
16 Debtor’s assets and potential liquidation strategies to maximize recovery. In order to better
17 assess its options, Siena decided to obtain an updated appraisal from Great American. On or
18 about January 9, 2018, Siena and Great American entered into a letter agreement of such date
19 (the “January 2018 Engagement Letter”) for the performance of an updated appraisal of Debtor’s
20 inventory. A true and correct copy of the January 2018 Engagement Letter is attached as Exhibit
21 2 to this complaint. As with the August 2017 Engagement Letter, Great American agreed to
22 present the net orderly liquidation value on an equity basis.

23 18. On or about January 31, 2018, Great American issued its updated equity bid
24 appraisal, estimating that the gross retail value of Debtor’s inventory was approximately \$53
25 million, the inventory’s value at cost was over \$9.2 million, and the net orderly liquidation value
26 of the inventory was over \$5.5 million, as of December 31, 2017. Based on and in reliance on the
27 appraisal, Siena took certain actions, and refrained from taking other actions, as described below.
28

1 19. Siena is informed and believe, and based thereon alleges, that the two appraisals
2 Great American performed contained significant errors of which Siena was unaware until well
3 after the Bankruptcy Case was filed, including without limitation the following:

4 a. While the appraisals noted that Debtor historically performed an annual
5 physical inventory count in February, and that one had not been done “in over a year”, Siena is
6 informed and believes that a physical inventory count had not been performed for over four years
7 previously;

8 b. The physical quantity of inventory was substantially less than the quantity
9 stated in the appraisals, which resulted in a material overstatement of the gross retail value of the
10 inventory, the inventory’s value at cost, and the net orderly liquidation value of the inventory as
11 further alleged in paragraph 40, infra; and

12 c. Although Great American purported to have extensive knowledge of
13 Debtor’s industry, including current market trends in retail apparel, and substantial expertise in
14 specialty men’s apparel in general and Debtor’s business in particular, Great American employed
15 unrealistic assumptions concerning (i) the amount of inventory that could be sold through going
16 out of business sales conducted in Debtor’s retail stores rather than through wholesale channels,
17 and (ii) applicable cost recovery percentages, thereby dramatically overstating the net orderly
18 liquidation value of the inventory.

19 20. Following the issuance of the second appraisal, Siena and Debtor negotiated the
20 terms under which Debtor’s inventory could be liquidated through a bankruptcy proceeding,
21 which would include post-petition financing provided by Siena. In anticipation of the bankruptcy
22 filing, Siena and Debtor solicited equity bids for the inventory from numerous liquidation agents,
23 including Great American. No prospective liquidation agent, including Great American, agreed
24 to make an equity bid. Although Great American had issued its equity bid appraisal only two
25 weeks previously, it declined to submit an equity bid, and offered to act as liquidation agent on a
26 fee basis only, thereby refusing to stand behind the accuracy of its appraisals or take the risk that
27 its appraisals were deficient. When Siena questioned Great American about its refusal to submit
28 an equity bid as agreed, Great American responded that “it was not in a position to lose money

1 again” and that any equity bid would have to be subject to numerous contingencies that Siena
2 would find unacceptable. Great American stated that it was not “comfortable” with Debtor
3 because of its experience during the prior liquidation sales performed for Debtor. Great
4 American had touted that prior experience to Siena months earlier as a reason why it should be
5 retained to perform the appraisal, and never hinted that there had been any concerns about
6 Debtor and its business operations as a result of that experience. But now that Great American
7 was asked to honor its equity bid appraisal, it refused to do so because of its newly-expressed
8 concerns with Debtor. Referring to that experience with Debtor and explaining its refusal to
9 honor the equity bid, Great American’s president stated “Screw me once, shame on you. Screw
10 me twice, shame on me.”

11 21. On February 16, 2018, Debtor filed another Chapter 11 petition in bankruptcy in
12 the Bankruptcy Court under its current name of B&B Liquidating, LLC, which case is docketed
13 as Case No. 2:18-bk-11744- NB (the “Bankruptcy Case”). At that time, the principal amount of
14 Debtor’s indebtedness to Siena under the Loan Agreement was \$6,219,779.91, plus accrued and
15 accruing interest, attorneys’ fees and other costs and expenses to which Siena is entitled under
16 the Loan Agreement. Based upon the inventory valuations contained in the appraisals, Siena
17 agreed to provide post-petition financing to Debtor. Siena and Debtor structured that financing in
18 reliance upon the validity of the information and estimates contained in Great American’s
19 appraisals. Under modifications to the Loan Agreement for the post-petition financing, Siena
20 permitted use of its cash collateral and provided Debtor access to the revolving credit line to pay
21 for expenses approved in the DIP Budget, which was a negotiated budget that projected revenues
22 based upon Great American’s inventory valuations and estimated proceeds of store closing sales
23 contained in the appraisals.

24 22. The Bankruptcy Court appointed Great American Group, LLC (“GA”), which is
25 closely affiliated with Great American, and Tiger Capital Group, LLC as joint liquidation
26 consultants to conduct liquidation sales of Debtor’s inventory through a combination of store
27 closing sales at Debtor’s remaining premises and wholesale dispositions to discount retailers.
28 Siena supported GA’s appointment and agreed to GA’s strategy for the conduct of the liquidation

1 based upon Siena's belief that the information contained in Great American's appraisals was
2 accurate and in reliance upon Great American's advice concerning the most efficient techniques
3 to employ in the sale process to maximize recovery.

4 23. The liquidation sales have now concluded, and the proceeds thereof have been far
5 less than estimated by Great American in the appraisals and in the budgets that were formulated
6 based upon those appraisals. Further, Great American's estimates formed the basis for GA's
7 advice on the appropriate liquidation strategy for Debtor—and Siena—to pursue in bankruptcy.
8 Based upon Great American's determination that a sixteen-week store closing sale period would
9 be most efficacious to liquidate Debtor's inventory, Debtor moved the Bankruptcy Court for
10 approval of such a schedule. Debtor also relied upon GA's advice in seeking, and obtaining,
11 court approval for the store closing sales and the associated lease rejection strategy. Further,
12 Debtor—and Siena—relied upon the estimates of Great American and GA in formulating and
13 agreeing to the budgets for Debtor's operations in bankruptcy.

14 24. Those estimates continually and repeatedly fell substantially short of projections.
15 Revenues from the inventory sales have been less than 60% of what was projected. Siena is
16 informed and believes, and based thereon alleges, that as of the week ending June 29, 2018,
17 revenues projected to total approximately \$9.453 million (by the then-projected June 8, 2018 end
18 of the sale process) by that time had come in at approximately \$5.574 million, for a shortfall of
19 over \$3.879 million.

20 25. In addition, the aggregate balance of the loans owing to Siena was expected to
21 have been reduced to approximately \$835,740 through the week ending June 29, 2018, but the
22 actual aggregate loan balance totaled \$3,653,589 at the end of the same period.

23 26. The recovery values also have come in substantially lower than forecast by Great
24 American. The appraisals were based upon Great American's determination that given the
25 substantial amount of inventory purportedly on hand, a significant amount of the inventory
26 would have to be sold through wholesale channels rather than through store closing sales. The
27 discounts necessary to sell the inventory at wholesale were substantially higher than those in
28 effect at the retail stores. However, given that it was subsequently ascertained that the physical

1 amount of inventory on which the appraisals were based was dramatically overstated, a higher
2 than estimated percentage of the inventory should have been sold through the more profitable
3 store closing sales rather than at wholesale, which should have yielded a higher recovery rate
4 than Great American estimated. In actuality, however, the recovery percentages still were
5 significantly less than stated in the appraisals.

6 27. The sixteen-week period for the store closing sales expired on June 8, 2018. On
7 May 18, 2018, Debtor requested, and the Bankruptcy Court subsequently granted, a 90 day
8 extension of the period to conduct store closing sales, requiring a dramatically increased level of
9 spending that further compromised Siena's position and ability to obtain repayment of the loan to
10 Debtor.

11 28. Based upon the proceeds of sales to date and the remaining amount of inventory,
12 Siena will be unable to collect the full amount of its loan to Debtor, and likely will suffer a
13 dramatic loss, currently estimated at over \$3.8 million.

14 **FIRST CAUSE OF ACTION**

15 **(Against All Defendants for Negligence)**

16 29. Siena incorporates by this reference the allegations of paragraphs 1 through 28,
17 inclusive, of the complaint.

18 30. As the result of the contractual relationship between Siena and Great American as
19 evidenced by the August 2017 Engagement Letter and the January 2018 Engagement Letter, in
20 appraising Debtor's inventory Great American owed Siena a duty of care to use such skill,
21 prudence, and diligence as other members of its profession commonly possess.

22 31. Great American breached the duty of care owed to Siena and otherwise
23 negligently performed the appraisal services by, among other things, the following:

24 a. Great American relied upon a physical count of inventory performed four
25 years previously (although the appraisals stated only that an inventory count had not been
26 performed in over one year), and failed to conduct proper tests of the inventory count that would
27 have revealed a significant overstatement of the amount of, and the retail and cost and liquidation
28 values of, the inventory on Debtor's books;

1 b. Any physical inspection of inventory performed by Great American was
2 not representative as stated in the appraisals;

3 c. Great American failed to properly estimate net orderly liquidation value of
4 the inventory by, among other things, negligently determining that a more significant percentage
5 of inventory would be sold through Debtor's retail stores at higher prices than in fact occurred
6 and negligently overstating the percentage of inventory cost that would be recovered through the
7 liquidation sales;

8 d. Based upon its extensive experience in conducting liquidation sales of
9 twenty of Debtor's retail stores in the past, coupled with its knowledge of substantial changes in
10 the retail sales landscape from steadily increasing online sales, Great American knew or should
11 have known that it had no reasonable basis for its value opinions—especially given that its prior
12 experience with Debtor caused it to develop concerns about Debtor and its business operations
13 that were not disclosed to Siena;

14 e. Great American presented both appraisals on an equity bid basis even
15 though it knew or should have known that neither it nor any other liquidation agent would make
16 an equity bid for the inventory in the value range presented in the appraisals; and

17 f. Great American either (1) negligently failed to account in its estimates of
18 net orderly liquidation value for the fact that a liquidation agent would demand a substantial
19 equity bid risk premium as part of any equity bid, thereby overstating the net orderly liquidation
20 values on an equity bid basis by the amount of that risk premium, or (2) included the equity risk
21 premium in its calculation of recovery values, which renders the appraisals even more inaccurate
22 and negligently performed because the actual proceeds of the liquidation sales by the liquidation
23 agents acting on a fee bid, which should have been more than Great American had estimated for
24 a liquidation agent that had given an equity bid, were in fact less than Great American's estimates
25 of net orderly liquidation value on an equity bid basis.

26 32. In reliance upon the equity bid appraisals of Debtor's inventory, Siena entered
27 into the Loan Agreement with Debtor in October 2017, advanced millions of dollars to Debtor
28 based upon Great American's estimates of gross and net liquidation values of the inventory, and

1 then, in reliance upon the January 2018 appraisal, agreed to Great American's liquidation
2 strategy in the Bankruptcy Case, extended post-petition financing to Debtor and agreed to the use
3 of Siena's cash collateral, and refrained from taking other actions that would have maximized its
4 recovery in the Bankruptcy Case.

5 33. As a direct and proximate result of Great American's negligence, Siena has been
6 damaged in the amount of all losses incurred under the Loan Agreement in such amount as shall
7 be determined at trial.

8 **SECOND CAUSE OF ACTION**

9 **(Against All Defendants for Breach of Written Contracts)**

10 34. Siena incorporates by this reference the allegations of paragraphs 1 through 32,
11 inclusive, of the complaint.

12 35. Siena performed all of its obligations under the August 2017 Engagement Letter
13 and the January 2018 Engagement Letter except for those excused, waived or made impossible
14 by the actions of Great American.

15 36. Great American breached the August 2017 Engagement Letter and the January
16 2018 Engagement Letter by, among other things, refusing to submit an equity bid consistent with
17 the appraisals and by failing to deliver appraisals that provided reasonable estimates of the gross
18 retail value, the value at cost, and the net orderly liquidation value of Debtor's inventory, and
19 instead reported the following values that had no reasonable basis in fact:

- 20 a. The gross value of the inventory at retail was \$52.46 million as of June 30,
21 2017;
- 22 b. The value of the inventory at cost was \$9.103 million as of June 30, 2017;
- 23 c. The net orderly liquidation value of the inventory was \$5.877 million as of
24 June 30, 2017;
- 25 d. The gross value of the inventory at retail was \$53.031 million as of
26 December 31, 2017;
- 27 e. The value of the inventory at cost was \$9.244 million as of December 31,
28 2017; and

1 f. The net orderly liquidation value of the inventory was \$5.538 million as of
2 December 31, 2017.

3 37. In reliance upon the equity bid appraisals of Debtor's inventory, Siena entered
4 into the Loan Agreement with Debtor in October 2017, advanced millions of dollars to Debtor
5 based upon Great American's estimates of the gross and net liquidation values of the inventory,
6 and then, in reliance upon the January 2018 appraisal, agreed to Great American's liquidation
7 strategy in the Bankruptcy Case, extended post-petition financing to Debtor and agreed to the use
8 of Siena's cash collateral, and refrained from taking other actions that would have maximized its
9 recovery in the Bankruptcy Case.

10 38. As a direct and proximate result of Great American's breach of contract, Siena
11 has been damaged in the amount of all losses incurred under the Loan Agreement in such amount
12 as shall be determined at trial.

13 **THIRD CAUSE OF ACTION**

14 **(Against All Defendants for Negligent Misrepresentation)**

15 39. Siena incorporates by this reference the allegations of paragraphs 1 through 32,
16 inclusive, of the complaint.

17 40. Great American made numerous representations of material fact to Siena in the
18 appraisals and otherwise, including without limitation the following:

- 19 a. The appraisals would be presented on an equity bid basis;
- 20 b. In issuing the August 2017 appraisal, Great American was taking all the
21 risk;
- 22 c. The physical quantity of inventory stated in the appraisals was confirmed
23 through Great American's conduct of appropriate tests;
- 24 d. Great American made a representative physical inspection of the
25 inventory;
- 26 e. The gross value of the inventory at retail was \$52.46 million as of June 30,
27 2017;
- 28 f. The value of the inventory at cost was \$9.103 million as of June 30, 2017;

- 1 g. The net orderly liquidation value of the inventory was \$5.877 million as of
2 June 30, 2017;
- 3 h. The gross value of the inventory at retail was \$53.031 million as of
4 December 31, 2017;
- 5 i. The value of the inventory at cost was \$9.244 million as of December 31,
6 2017;
- 7 j. The net orderly liquidation value of the inventory was \$5.538 million as of
8 December 31, 2017;
- 9 k. All statements of fact in the appraisals were true and correct;
- 10 l. The recovery values were conservative; and
- 11 m. The recovery values in the second equity bid appraisal could be relied
12 upon for sixty days from the appraisal's date.

13 41. At the time Great American made the foregoing representations, such
14 representations were false, and Great American had no reasonable grounds for believing the
15 representations to be true. Great American refused to make an equity bid for Debtor's inventory
16 consistent with its appraisals when Siena requested one in February 2018, and in fact was not
17 willing to "take all the risk" in issuing such appraisals. Further, based upon physical counts of
18 Debtor's inventory performed at each of its stores and its distribution center completed on June
19 6, 2018 and sales data during the bankruptcy proceedings, Siena has estimated that the value of
20 the inventory at cost at the inception of the Bankruptcy Case in fact was approximately
21 \$4,053,750, an overstatement of more than \$5,297,000. As of the week ending June 9, 2018, the
22 actual value of the remaining inventory at cost is \$954,800. Based upon Great American's
23 second appraisal, the value should have been \$5,753,000. Further, the proceeds of sale as of June
24 29, 2018 have been only \$5,573,596, rather than the \$9,453,066 forecasted based upon Great
25 American's estimates. Siena estimates that total proceeds of the liquidation sales will be no more
26 than approximately \$5,968,574, a \$3,484,492 shortfall from Great American's appraised value,
27 resulting in an anticipated loss on the loan to Debtor of approximately \$3,816,000.
28

1 42. Great American knew that Siena was depending upon Great American's estimates
2 of the gross values and the net orderly liquidation value of Debtor's inventory and Great
3 American's agreement to make an equity bid consistent with the appraisals in deciding (a)
4 whether to enter into the Loan Agreement, (b) the amount of advances to make, (c) the advance
5 rate to employ in making advances, (d) the course of action to take in collecting the loan as
6 Debtor's sales failed to meet forecasts, and (e) whether to extend post-petition financing to
7 Debtor and permit use of Siena's cash collateral in the Bankruptcy Case. Great American
8 intended that Siena rely upon the appraisals in making such decisions.

9 43. Siena acted in justifiable reliance on the truth of such representations when it
10 entered into the Loan Agreement with Debtor in October 2017, advanced millions of dollars to
11 Debtor based upon Great American's estimate of the gross and net liquidation values of the
12 inventory and agreement to make an equity bid consistent therewith, agreed to Great American's
13 liquidation strategy in the Bankruptcy Case, extended post-petition financing to Debtor and
14 agreed to the use of Siena's cash collateral, and refrained from taking other actions that would
15 have maximized its recovery in the Bankruptcy Case.

16 44. As a direct and proximate result of Great American's misrepresentations, Siena
17 has been damaged in the amount of all losses incurred under the Loan Agreement in such amount
18 as shall be determined at trial.

19 WHEREFORE, plaintiff Siena Lending Group LLC prays for judgment against
20 defendants Great American Group Advisory & Valuation Services, LLC and Does 1 through 10,
21 inclusive, as follows:

- 22 1. On the First Cause of Action for Negligence:
- 23 a. For damages in such sum as shall be proven at trial; and
- 24 b. For prejudgment interest thereon.
- 25 2. On the Second Cause of Action for Breach of Written Contracts:
- 26 a. For damages in such sum as shall be proven at trial; and
- 27 b. For prejudgment interest thereon.
- 28 3. On the Third Cause of Action for Negligent Misrepresentation:

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- a. For damages in such sum as shall be proven at trial; and
 - b. For prejudgment interest thereon.
4. On all causes of action:
- a. For costs of suit incurred herein; and
 - b. For such other and further relief as the Court deems just and proper.

DATED: September 26, 2018

LEO D. PLOTKIN
LEVY, SMALL & LALLAS
A Partnership Including Professional Corporations


By: 
Leo D. Plotkin
Attorneys for Plaintiff
Siena Lending Group LLC

Exhibit 1



GREAT AMERICAN GROUP
ADVISORY & VALUATION SERVICES, L.L.C.

Via Email: alavinio@sienalending.com

August 7, 2017

Anthony Lavinio
Director- Underwriting
Siena Lending Group
9 W Broad Street, 5th Floor
Stamford, CT 06902

Proposal Letter
Inventory Valuation and Appraisal
B&B Bachrach, LLC

Dear Anthony:

We are pleased to submit our proposal to Siena Lending Group (the "Client") concerning the Inventory Valuation and Appraisal you have asked Great American Group Advisory & Valuation Services, L.L.C. ("GA") to undertake with respect to the valuation of B&B Bachrach, LLC (the "Company").

For your convenience, we have organized our proposal in the following four (4) sections:

- ***Objectives***
- ***Approach and Scope***
- ***Timing***
- ***Fees and Costs***

Objectives

Our objective will be to provide Siena Lending Group with the following:

1. A projection of gross and net inventory liquidation value of the Company's inventory based upon a properly conducted Store Closing/Going Out of Business or Total Liquidation "Sale." The **Net Orderly Liquidation Value ("NOLV")** will include gross proceeds from the sale of inventory and deduction of all costs and fees necessary to liquidate the complete inventory. Furthermore, our report will include an explanation of how the analysis was developed and inherent assumptions associated with liquidation scenarios.
2. Analyze the Company's inventory reporting system in order to assess the net recovery:
 - Assess the efficiency, accuracy and responsiveness of the current system and management's use of the system for decision making
 - Review the process of determining understock and overstock inventory positions as well as slow moving and underperforming inventory

CORPORATE HEADQUARTERS
21255 Burbank Blvd., Suite 400
Woodland Hills, CA 91367
(818) 884-3737 • Fax (818) 746-9917

LOS ANGELES • CHICAGO • BOSTON • NEW YORK • ATLANTA • SAN FRANCISCO • DALLAS • LONDON

EXHIBIT 1

Anthony Lavinio
Siena Lending Group
August 7, 2017
B&B Bachrach, LLC – Page 2

3. Perform recovery valuations and such values will be the basis of recommended advance rates. Valuations will consider the following objective criteria:
- Inventory turnover by merchandise category
 - Maintained gross margin by merchandise category
 - Inventory mix and sales mix
 - Relationship inventory to sales volume
 - Balance of assortment of inventory
 - Review of condition of inventory
4. **Our appraisal will be presented based on an equity bid based scenario, contingent upon the inventory levels, inventory mix, and store sales levels being consistent with those levels modeled in this appraisal. Any change to the Company's inventory levels, inventory mix, and sales levels could have a material impact on the value of a liquidation agent's equity bid."**

Approach and Scope

We plan to address the objectives through analysis of inventory reports, walkthrough of existing inventory and management reports and systems and an on-site visit and inspection of a representative number of stores and the distribution centers. As appropriate and after our visits and analysis of the financial and operating data, we will conduct management discussions with key executives.

Timing

The following table illustrates our proposed schedule:

| | |
|--|--------------------|
| Acceptance of Proposal | 08/07/2017 |
| Information Request to Company | 08/07/2017 |
| Due Diligence and Field Visit Commence | Week of 08/07/2017 |
| Information Due from the Company | 08/10/2017 |
| Final Report Delivered | 08/24/2017 |

We understand the need for timely reporting and therefore will coordinate all work with the designated B&B Bachrach, LLC executives in order to ensure this objective. Our ability to meet our deadlines is predicated upon the Company's ability to provide detailed financial data and to discuss business operations with GA personnel in a timely manner.

Fees and Costs

Our fee for the Inventory Evaluation and Appraisal described above will be \$16,000 plus out of pocket costs including but not limited to travel, field consultants and other administrative expenses including report production, telecommunications, supplies, shipping, insurance, research materials and other related incidental costs. Our invoices will be rendered upon completion and prior to the delivery of the final report.

GA's Appraisal report will include an explanation of valuation methodology, Company and valuation overviews, a description of the probable liquidation scenarios, and possible liquidation strategies along with projected timelines. GA's Appraisal will be prepared in conformity with the *Uniform Standards of Professional Appraisal Practice* (USPAP) as promulgated by the Appraisal Standards Board (ASB) of the Appraisal Foundation.

Anthony Lavinio
Siena Lending Group
August 7, 2017
B&B Bachrach, LLC – Page 3

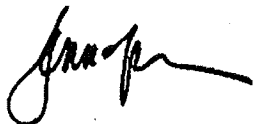
If there is a change in the scope of the Valuation from what is stated above, GA reserves the right to renegotiate the fee of this engagement.

It is an expressed condition of this Valuation that GA as well as its consultants and/or advisors are neither required to give testimony nor appear in court or before any regulatory body or agency regarding the Valuation, unless arrangements are made herein. Any service in this connection would be at additional cost.

If the terms and conditions of this proposal are acceptable, kindly indicate your acceptance at the bottom of this page and return it **via email or facsimile to (818) 746-9917**.

We look forward to working with you towards the successful completion of this project.

Sincerely,



Jennie Kim
Vice President
Great American Group
Advisory & Valuation Services, L.L.C.

JK:ch

Accepted and Agreed:

Siena Lending Group

By: Anthony Lavinio

Name: Anthony Lavinio

Title: Director

Date: 8/7/17

Company Contact Information (please print):

Name, Title

Phone Number

Email Address

Exhibit 2



GREAT AMERICAN GROUP
ADVISORY & VALUATION SERVICES, L.L.C.

Via Email: mzielinski@sienalending.com

January 9, 2018

Michael Zielinski
VP, Account Management
Siena Lending Group
9 W Broad St
Stamford, CT 06902

Proposal Letter
Collateral Monitoring Services
B&B Bachrach, LLC

Dear Michael:

We are pleased to submit our proposal to Siena Lending Group (the "Client") concerning the Collateral Monitoring Services you have asked Great American Group Advisory & Valuation Services, L.L.C. ("GA") to undertake with respect to the valuation of B&B Bachrach, LLC (the "Company").

For your convenience, we have organized our proposal in the following four (4) sections:

- ***Objectives***
- ***Approach and Frequency***
- ***Timing***
- ***Fees and Cost Estimate***

Objectives

Our principal objectives are to:

1. Provide Siena Lending Group a projection of gross and net inventory liquidation value of the Company's inventory based upon a properly conducted Store Closing/Going Out of Business or Total Liquidation "Sale." The **Net Orderly Liquidation Value ("NOLV")** will include gross proceeds from the sale of inventory and deduction of all costs and fees necessary to liquidate the complete inventory on an equity basis. Furthermore, our report will include an explanation of how the analysis was developed and inherent assumptions associated with liquidation scenarios.
2. GA will review and address changes in the Company's inventory that may affect the inventory valuation; more specifically:
 - Changes in mix of inventory by category and sub-classification
 - Material build-up of unproductive inventory (inventory levels as compared to sales levels and trends)
 - Effect of pricing and discounting policies

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21255 Burbank Blvd., Suite 400
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(818) 884-3737 • Fax (818) 746-9917

Michael Zielinski
Siena Lending Group
January 9, 2018
B&B Bachrach, LLC – Page 2

- Analysis of gross margin erosion; erosion being defined as spread between retail price and selling price.
3. Develop informative and insightful analysis that may be used by Siena Lending Group in assessing the Company's inventory advance rates.
 4. Participate (on a requested basis) in Bank meetings and presentations to answer questions and inquiries regarding our findings, industry knowledge, and comparable case studies.

Approach and Frequency

Our specific approach is outlined below:

1. Inspection of representative distribution centers and stores
2. Analysis and review of Company's inventory performance reports with emphasis on analyzing and understanding performance trends and inventory shifts (if any)
3. Study and evaluation of competitive pressure that may affect recovery valuation
4. Review of gross margin erosion (if any) by sub-category and sales to inventory mix
5. Evaluation of store operating expense potentially variable to net recovery assumptions
6. Evaluate the capabilities of the Company's inventory reporting systems by performing walk-through of inventory systems
7. Management interviews and discussion concerning above items as appropriate
8. Issuance of report and analysis to Siena Lending Group.

Timing

The following table illustrates our proposed schedule:

| | |
|----------------------------------|-----------|
| Acceptance of Proposal | 1/3/2018 |
| Information Request to Company | 1/3/2018 |
| Information Due from the Company | 1/12/2018 |

| Type of Appraisal | Due Date | Fee |
|--------------------------|-----------------|------------|
| Full Scope | 01/26/2018 | \$12,500 |
| Bi-Monthly Update | 03/26/2018 | \$5,000 |
| Bi-Monthly Update | 05/29/2018 | \$5,000 |

We understand the need for timely reporting and therefore will coordinate all work with the designated B&B Bachrach, LLC executives in order to ensure this objective. Our ability to meet our deadlines is predicated upon the Company's ability to provide detailed financial data and to discuss business operations with GA personnel in a timely manner.

Michael Zielinski
Siena Lending Group
January 9, 2018
B&B Bachrach, LLC – Page 3

Fees and Costs

Our fee for the full Inventory Evaluation and Appraisal and the Bi-Monthly Updates described above will be inclusive of all expenses. Our invoices will be rendered upon completion and prior to the delivery of the final report.

GA's Appraisal report will include an explanation of valuation methodology, Company and valuation overviews, a description of the probable liquidation scenarios, and possible liquidation strategies along with projected timelines. GA's Appraisal will be prepared in conformity with the *Uniform Standards of Professional Appraisal Practice* (USPAP) as promulgated by the Appraisal Standards Board (ASB) of the Appraisal Foundation.

If there is a change in the scope of the Valuation from what is stated above, GA reserves the right to renegotiate the fee of this engagement.

It is an expressed condition of this Valuation that GA as well as its consultants and/or advisors are neither required to give testimony nor appear in court or before any regulatory body or agency regarding the Valuation, unless arrangements are made herein. Any service in this connection would be at additional cost.

If the terms and conditions of this proposal are acceptable, kindly indicate your acceptance at the bottom of this page and return it **via email or facsimile to (818) 746-9917**.

We look forward to working with you towards the successful completion of this project.

Sincerely,



Ryan Mulcunry
Executive Vice President & Managing Director
Great American Group
Advisory & Valuation Services, L.L.C.

RM:fd

Accepted and Agreed:

Siena Lending Group

By: 

Name: Michael Zielinski

Title: VP

Date: 1/10/2018

Company Contact Information (please print):

Name, Title

Phone Number

Email Address

| | |
|--|-------------|
| SHORT TITLE: SIENA LENDING GROUP LLC v. GREAT AMERICAN, etc., et al. | CASE NUMBER |
|--|-------------|

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. 2. Permissive filing in central district. 3. Location where cause of action arose. 4. Mandatory personal injury filing in North District. 5. Location where performance required or defendant resides. 6. Location of property or permanently garaged vehicle. | <ul style="list-style-type: none"> 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office. 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
|--|---|

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|--|---|---|---|
| Auto Tort | Auto (22) | <input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death | 1, 4, 11 |
| | Uninsured Motorist (46) | <input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist | 1, 4, 11 |
| Other Personal Injury/Property Damage/Wrongful Death Tort | Asbestos (04) | <input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death | 1, 11 1, 11 |
| | Product Liability (24) | <input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental) | 1, 4, 11 |
| | Medical Malpractice (45) | <input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice | 1, 4, 11 1, 4, 11 |
| | Other Personal Injury Property Damage Wrongful Death (23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death | 1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11 |

| | |
|--|-------------|
| SHORT TITLE: SIENA LENDING GROUP LLC v. GREAT AMERICAN, etc., et al. | CASE NUMBER |
|--|-------------|

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|--|--|---|--|
| Non-Personal Injury/ Property Damage/ Wrongful Death Tort | Business Tort (07) | <input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract) | 1, 2, 3 |
| | Civil Rights (08) | <input type="checkbox"/> A6005 Civil Rights/Discrimination | 1, 2, 3 |
| | Defamation (13) | <input type="checkbox"/> A6010 Defamation (slander/libel) | 1, 2, 3 |
| | Fraud (16) | <input type="checkbox"/> A6013 Fraud (no contract) | 1, 2, 3 |
| | Professional Negligence (25) | <input type="checkbox"/> A6017 Legal Malpractice | 1, 2, 3 |
| | | <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal) | 1, 2, 3 |
| Other (35) | <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort | 1, 2, 3 | |
| Employment | Wrongful Termination (36) | <input type="checkbox"/> A6037 Wrongful Termination | 1, 2, 3 |
| | Other Employment (15) | <input type="checkbox"/> A6024 Other Employment Complaint Case | 1, 2, 3 |
| | | <input type="checkbox"/> A6109 Labor Commissioner Appeals | 10 |
| Contract | Breach of Contract/ Warranty (06) (not insurance) | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) | 2, 5 |
| | | <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) | 2, 5 |
| | | <input checked="" type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) | 1, 2, 5 |
| | | <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 1, 2, 5 |
| | Collections (09) | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff | 5, 6, 11 |
| | | <input type="checkbox"/> A6012 Other Promissory Note/Collections Case | 5, 11 |
| <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014) | | 5, 6, 11 | |
| Insurance Coverage (18) | <input type="checkbox"/> A6015 Insurance Coverage (riot complex) | 1, 2, 5, 8 | |
| Other Contract (37) | <input type="checkbox"/> A6009 Contractual Fraud | 1, 2, 3, 5 | |
| | <input type="checkbox"/> A6031 Tortious Interference | 1, 2, 3, 5 | |
| | <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) | 1, 2, 3, 8, 9 | |
| Real Property | Eminent Domain/Inverse Condemnation (14) | <input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____ | 2, 6 |
| | Wrongful Eviction (33) | <input type="checkbox"/> A6023 Wrongful Eviction Case | 2, 6 |
| | Other Real Property (26) | <input type="checkbox"/> A6018 Mortgage Foreclosure | 2, 6 |
| <input type="checkbox"/> A6032 Quiet Title | | 2, 6 | |
| <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | | 2, 6 | |
| Unlawful Detainer | Unlawful Detainer-Commercial (31) | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) | 6, 11 |
| | Unlawful Detainer-Residential (32) | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) | 6, 11 |
| | Unlawful Detainer- Post-Foreclosure (34) | <input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure | 2, 6, 11 |
| | Unlawful Detainer-Drugs (38) | <input type="checkbox"/> A6022 Unlawful Detainer-Drugs | 2, 6, 11 |

| | |
|---|-------------|
| SHORT TITLE: SIENA LENDING GROUP LLC v. GREAT AMERICAN, etc., et al | CASE NUMBER |
|---|-------------|

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|---|--|---|---|
| Judicial Review | Asset Forfeiture (05) | <input type="checkbox"/> A6108 Asset Forfeiture Case | 2, 3, 6 |
| | Petition re Arbitration (11) | <input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration | 2, 5 |
| | Writ of Mandate (02) | <input type="checkbox"/> A6151 Writ - Administrative Mandamus | 2, 8 |
| | | <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter | 2 |
| | | <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review | 2 |
| Other Judicial Review (39) | <input type="checkbox"/> A6150 Other Writ /Judicial Review | 2, 8 | |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | <input type="checkbox"/> A6003 Antitrust/Trade Regulation | 1, 2, 8 |
| | Construction Defect (10) | <input type="checkbox"/> A6007 Construction Defect | 1, 2, 3 |
| | Claims Involving Mass Tort (40) | <input type="checkbox"/> A6006 Claims Involving Mass Tort | 1, 2, 8 |
| | Securities Litigation (28) | <input type="checkbox"/> A6035 Securities Litigation Case | 1, 2, 8 |
| | Toxic Tort Environmental (30) | <input type="checkbox"/> A6036 Toxic Tort/Environmental | 1, 2, 3, 8 |
| | Insurance Coverage Claims from Complex Case (41) | <input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only) | 1, 2, 5, 8 |
| Enforcement of Judgment | Enforcement of Judgment (20) | <input type="checkbox"/> A6141 Sister State Judgment | 2, 5, 11 |
| | | <input type="checkbox"/> A6160 Abstract of Judgment | 2, 6 |
| | | <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) | 2, 9 |
| | | <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) | 2, 8 |
| | | <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax | 2, 8 |
| | | <input type="checkbox"/> A6112 Other Enforcement of Judgment Case | 2, 8, 9 |
| Miscellaneous Civil Complaints | RICO (27) | <input type="checkbox"/> A6033 Racketeering (RICO) Case | 1, 2, 8 |
| | Other Complaints (Not Specified Above) (42) | <input type="checkbox"/> A6030 Declaratory Relief Only | 1, 2, 8 |
| | | <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) | 2, 8 |
| | | <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) | 1, 2, 8 |
| <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex) | 1, 2, 8 | | |
| Miscellaneous Civil Petitions | Partnership Corporation Governance (21) | <input type="checkbox"/> A6113 Partnership and Corporate Governance Case | 2, 8 |
| | Other Petitions (Not Specified Above) (43) | <input type="checkbox"/> A6121 Civil Harassment | 2, 3, 9 |
| | | <input type="checkbox"/> A6123 Workplace Harassment | 2, 3, 9 |
| | | <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case | 2, 3, 9 |
| | | <input type="checkbox"/> A6190 Election Contest | 2 |
| | | <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender | 2, 7 |
| <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law | | 2, 3, 8 | |
| <input type="checkbox"/> A6100 Other Civil Petition | 2, 9 | | |

| | |
|---|-------------|
| SHORT TITLE: SIENA LENDING GROUP LLC v. GREAT AMERICAN, etc., et al | CASE NUMBER |
|---|-------------|

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

| | | | |
|--|---|---------------------------|--|
| REASON: <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11. | ADDRESS: 21255 Burbank Boulevard, Suite 400 | | |
| CITY: Woodland Hills | STATE: CA | ZIP CODE: 91364 | |

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: September 26, 2018


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.