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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

<p>In re:</p> <p>B&B Liquidating, LLC,</p> <p align="right">Debtor(s)</p>	<p>CASE NO.: 2:18-bk-11744-NB</p> <p>CHAPTER: 11</p> <p>NOTICE OF LODGMENT OF ORDER IN BANKRUPTCY CASE RE: ORDER GRANTING JOINT MOTION OF THE DEBTOR AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO DISMISS CHAPTER 11 CASE SUBJECT TO A RESERVATION OF RIGHTS TO ENFORCE PREVIOUSLY AGREED-UPON LITIGATION CARVE OUT FOR UNSECURED CREDITORS, OR, IN THE ALTERNATIVE, SUSPEND ALL PROCEEDINGS OR CONVERT CHAPTER 11 CASE TO A CASE UNDER CHAPTER 7 [Docket No. 227</p>
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PLEASE TAKE NOTE that the order titled ORDER GRANTING JOINT MOTION OF THE DEBTOR AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO DISMISS CHAPTER 11 CASE SUBJECT TO A RESERVATION OF RIGHTS TO ENFORCE PREVIOUSLY AGREED-UPON LITIGATION CARVE OUT FOR UNSECURED CREDITORS, OR, IN THE ALTERNATIVE, SUSPEND ALL PROCEEDINGS OR CONVERT CHAPTER 11 CASE TO A CASE UNDER CHAPTER 7 was lodged on (date) November 13, 2018 and is attached. This order relates to the motion which is docket number 227.

EXHIBIT 1



Bankruptcy LODGED ORDER UPLOAD FORM

Tuesday, November 13, 2018

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- **Office:** [Los Angeles](#)
- **Case Title:** [B&B Liquidating, LLC](#)
- **Case Number:** [18-11744](#)
- **Judge Initial:** [NB](#)
- **Case Type:** [bk \(Bankruptcy \)](#)
- **Document Number:** [227](#)
- **On Date:** [11/13/2018 @ 04:15 PM](#)

Please **print**  this confirmation for future reference.

Thank You!

United States Bankruptcy Court, Central District of California
Edward R. Roybal Federal Building and Courthouse
255 East Temple Street, Los Angeles, CA 90012

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Debtor and Debtor in Possession

8
9
10 UNITED STATES BANKRUPTCY COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 LOS ANGELES DIVISION

13
14 In re:
15 B&B Liquidating, LLC,
16
17 Debtor and Debtor in Possession.

Case No. 2:18-bk-11744-NB

Chapter 11

**ORDER GRANTING JOINT MOTION OF
THE DEBTOR AND THE OFFICIAL
COMMITTEE OF UNSECURED
CREDITORS TO DISMISS CHAPTER 11
CASE SUBJECT TO A RESERVATION OF
RIGHTS TO ENFORCE PREVIOUSLY
AGREED-UPON LITIGATION CARVE
OUT FOR UNSECURED CREDITORS,
OR, IN THE ALTERNATIVE, SUSPEND
ALL PROCEEDINGS OR CONVERT
CHAPTER 11 CASE TO A CASE UNDER
CHAPTER 7**

Hearing

Date: November 6, 2018
Time: 2:00 p.m.
Place: Courtroom 1545
255 E. Temple Street
Los Angeles, CA 90012

GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

ORDER GRANTING MOTION
TO DISMISS CASE

1 On the above captioned date and time, the Court considered the *Joint Motion of the*
2 *Debtor and the Official Committee of Unsecured Creditors to Dismiss Chapter 11 Case Subject*
3 *to a Reservation of Rights to Enforce Previously Agreed-Upon Carve Out for Unsecured*
4 *Creditors, or in the Alternative, Suspend All Proceedings or Convert Chapter 11 Case to a Case*
5 *Under Chapter 7* [Docket No. 227] (the “Motion”) filed on October 12, 2018 by Debtor and
6 Debtor in Possession B&B Liquidating, LLC, f/k/a B&B Bachrach, LLC, (the “Debtor”) and the
7 Official Committee of Unsecured Creditors (the “Committee” together with the Debtor,
8 “Movants”) appointed in the above captioned chapter 11 case (the “Chapter 11 Case”) in which
9 Movants seek dismissal of the Chapter 11 Case for “cause” pursuant to section 1112(b) of title 11
10 of the United States Code (the “Bankruptcy Code”). Capitalized terms not otherwise defined
11 herein shall have the meaning ascribed in the Motion.

12 Based upon the Court’s review of the Motion, the accompanying declarations in filed in
13 support thereof, the *Opposition of Secured Lender Siena Lending Group, LLC to Joint Motion of*
14 *the Debtor and the Official Committee of Unsecured Creditors to Dismiss Chapter 11 Case*
15 *Subject to a Reservation of Rights to Enforce Previously Agreed-Upon Carve Out for Unsecured*
16 *Creditors or, in the Alternative, Suspend all Proceedings or Convert Chapter 11 Case to a Case*
17 *Under Chapter 7* [Docket No. 241] (the “Siena Opposition”) filed by Siena Lending Group, LLC
18 (“Siena”) on October 23, 2018; the *Limited Opposition to Joint Motion of the Debtor and the*
19 *Official Committee of Unsecured Creditors to Dismiss Chapter 11 Case* [Docket No. 243] (the
20 “GA Opposition” together with the Siena Opposition, the “Oppositions”) filed by Great American
21 Group Advisory & Valuation Services, LLC and Great American Group, LLC (collectively,
22 “GA”), and the evidentiary record; it appearing that this Court has jurisdiction over this matter
23 pursuant to 28 U.S.C. §§ 157 and 1334; it appearing that due and adequate notice of the Motion
24 having been given under the circumstances; and after due deliberation and good cause appearing
25 therefor based on the findings and fact and conclusions of law stated on the record in open court
26 and in the Court’s Revised Tentative Ruling on the Motion attached hereto as Exhibit A (the
27 “Tentative Ruling”), which is incorporated herein by reference,
28

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1 IT IS ORDERED THAT:

2 1. The Motion is granted.

3 2. Except as modified herein, the Tentative Ruling shall be the order of the Court
4 with respect to the Court's granting of the Motion.

5 3. The Chapter 11 Case shall be dismissed for "cause" pursuant section 1112(b) of
6 the Bankruptcy Code upon the approval of an *ex parte* application filed by the Debtor pursuant to
7 paragraph 4 hereof ("Dismissal").

8 4. No earlier than forty-five (45) days from entry of this Order, the Debtor shall lodge
9 a proposed dismissal order and concurrently file an *ex parte* application and supporting
10 declaration that the following conditions to dismissal have occurred:

11 a. All orders on final fee applications for the estate's professionals, which
12 have been set for hearing in accordance with the Order have been entered;

13 and

14 b. The Court has entered a final decree order in the related case of *In re B&B*
15 *Bachrach, LLC*, Case No. 2:17-bk-15292-NB ("*Bachrach*").

16 5. Notwithstanding the Dismissal of the Chapter 11 Case, the Court shall retain
17 jurisdiction to the maximum extent permitted by law for the purposes set forth in the Tentative
18 Ruling, including but not limited to resolution of any unpaid administrative expense claims.

19 6. The status conference in this Chapter 11 Case and in the related *Bachrach* case
20 shall be continued to **December 11, 2018 at 2:00 p.m.** Final fee applications of the estate's
21 professionals and a final decree motion in *Bachrach* shall be self-calendared, on regular notice, to
22 be heard concurrently with the continued status conferences.

23 7. Siena is directed to pay to the extent of its obligations under the "Carve Out" as
24 such term is defined in the Amended Financing Stipulation, the amounts awarded to the Debtor's
25 and Committee's professionals pursuant to their final fee applications, within 14 days from the
26 entry of an order thereon.

27 8. No later than fourteen (14) days from entry of this order, Donlin Recano &
28 Company ("Donlin Recano"), the noticing agent for the Debtor shall file a declaration, together

1 with supporting evidence, attesting to any unpaid administrative expenses incurred for services
2 rendered in connection with the Chapter 11 Case or the *Bachrach* case. No later than seven (7)
3 days after the filing of such declaration, Siena shall pay to Donlin Recano the administrative
4 claim detailed in such declaration.

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**GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP**
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

Exhibit “A”

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

Tuesday, November 6, 2018

Hearing Room 1545

2:00 PM

2:18-11744 B&B Liquidating, LLC

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#18.00 Cont'd Status Conference re: Chapter 11 Case
fr. 2/22/18, 3/20/18, 5/1/18, 5/29/18, 6/12/18,
08/14/18, 9/18/18

Docket 19

Tentative Ruling:

Revised Tentative Ruling for 11/6/18:

(1) Dismiss this case, and (2) grant the landlords' motion to compel payment of their administrative claims, all subject to the conditions set forth below.

Appearances required.

(1) Motion to dismiss case etc. (dkt. 227); Siena-Opp. (dkt. 241); Great Am./GA-Ltd. Opp. (dkt. 243); Debtor reply (dkt. 245); Committee reply (dkt. 247)

(a) Dismiss, but retain jurisdiction. The tentative ruling is to grant Debtor/Committee's motion, including (i) dismissal of this case, after a relatively short delay (as they request), (ii) issuance of an order compelling payment by Siena of the "carveout" balance of professional fees and other specific administrative expenses (subject to the usual standards to prove the allowable dollar amounts), and (iii) retention of jurisdiction to the maximum extent permitted by law. That retention of jurisdiction includes the landlords' administrative claims against Siena (discussed below), as well as any disputes regarding whether Siena must share any future recoveries - the latter realistically boils down to the controversy over the 25%/75% division of any recoveries on "commercial tort claim[s]," so that is the only aspect of such sharing that will be discussed (although the retention of jurisdiction includes adjudication of any recovery-sharing disputes).

It would be uneconomical and inconvenient for the parties to have to litigate those landlord claims and recovery-sharing claims in a new forum, when this Bankruptcy Court already has great familiarity with those issues. In fact, it is not clear that any other forum would even have jurisdiction over such bankruptcy-specific issues.

It would also be unfair to all parties to make them litigate such issues in a new forum. In construing any ambiguities in the parties' stipulations and

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this Court's prior orders, it is essential to know the context in which those things happened, including both this case and the earlier bankruptcy case.

Finally, comity is not a concern. The bankruptcy issues predominate, and there is no impingement on the State courts' jurisdiction or authority.

For all of these reasons, retention of jurisdiction is appropriate. See *In re Carraher*, 971 F.2d 327, 328 (9th Cir. 1992) (approving post-dismissal jurisdiction after considering "economy, convenience, fairness and comity"); *In re Knew Weigh, LLC*, 576 B.R. 189, 202-04 (Bankr. C.D. Cal. 2017) (same, considering "(i) judicial economy, requiring consideration of efficiency of judicial resources; (ii) convenience, requiring consideration of the parties' litigation efforts and access to alternative forums; (iii) fairness, requiring consideration of the equity and circumstances of a particular case; and (iv) comity, requiring consideration of whether the state laws involved are complex such that they ought to be construed and applied by state trial courts and reviewed by state appellate courts").

(b) Ripeness of 25%/75% issue. The tentative ruling is to reject the argument of Debtor and the Committee that any interpretation of the 25%/75% recovery-division issue is not ripe or should be deferred. True, Siena might not prevail in such claims, and it would not make sense to expend substantial time and money litigating respective shares of a recovery if those expenses would outweigh the present discounted value of the range of likely recoveries. But the issues have already been briefed, so the expense is minimal.

Nor does the fact that the parties have no actual dollar amounts in dispute, or claims for damages against each other, mean that it would be premature to decide the issues. To the contrary, the tentative ruling is that it is appropriate to address these issues now because Siena needs to know, before it invests in litigation, whether it will receive all recoveries or only 75% of them.

Siena is essentially seeking declaratory relief construing the 25%/75% recovery-sharing provision:

Declaratory relief is an equitable remedy distinctive in that it allows adjudication of rights and obligations on disputes regardless of whether claims for damages or injunction have arisen. In effect, it brings to the present a litigable controversy, which otherwise might only be tried in the future. [*In re Singh*, 457 B.R. 790, 798 (Bankr. E.D. CA. 2011) (citation and internal quotation marks

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omitted) (emphasis added).]

There must be an actual controversy, which is definite and concrete, and the matter must be within subject matter jurisdiction for this federal court. *Id.* All of those conditions are satisfied.

As an aside, this Court notes that sometimes declaratory relief requires an adversary proceeding, but the tentative ruling is that no adversary proceeding is required for the type of dispute at issue. See Rule 7001(9) (Fed. R. Bankr. P.) (adversary proceeding required for declaratory judgment "relating to any of the foregoing" types of relief in that Rule, such as dischargeability litigation). In any event, no party has argued that an adversary proceeding is required.

For all of these reasons, the tentative ruling is that it is appropriate to address the 25%/75% dispute now, rather than defer it to some future date.

(c) Interpretation of the 25%/75% language. Siena argues in effect (dkt. 241, p.2:8-27) that the parties' agreement to the 25%/75% split of any "commercial tort claim" only applied to claims held by the debtor - *i.e.*, derivative claims - and not to Siena's direct claims (for both alleged breach of contract and alleged torts) against the Great American appraisal entity. The tentative ruling is to agree.

Based on the operative language, and the context in which the parties were negotiating, it seems highly unlikely that Siena would have intended to share recoveries from any direct claims it might have. See dkt. 141, p.15, para.28; see *also* dkt. 241, p.3. It is typical for creditors' committees and debtors to argue that security interests do not extend to claims that could be described as "derivative": *e.g.*, avoidance actions that arise under the Bankruptcy Code. As this Court understands the theories behind such arguments, they would not apply to "direct" claims: those arguments are partly based on the limitations on secured claims under 11 U.S.C. 552, and partly based on whether security interests could attach at all to claims that only come into existence once the bankruptcy petition is filed. Those arguments do not apply to Siena's "direct" claims that exist independent of the Bankruptcy Code.

Accordingly, the tentative ruling is that the 25%/75% recovery-sharing provision does not apply to the claims set forth in Siena's existing complaint against the Great American entities.

(d) Notice by Siena. That said, it might be that the present litigation with the Great America entities will expand, or that future claims against them

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or the Tiger entity will include claims that might come within the 25%/75% recovery-sharing language. Accordingly, the tentative ruling is to grant the request of Debtor and the Committee that Siena be ordered to provide notice of any recoveries that might be subject to the 25%/75% language (or - although the possibility seems vanishingly remote - the language requiring a sharing of proceeds if Siena's debt is paid down below \$1.5 million).

(2) Starwood/Forbes motion re administrative rent (dkt. 225); Siena Opp. (dkt. 239, 240); Starwood/Forbes response (dkt. 246, 248); Committee reply (dkt. 247)

(a) Background. It appeared from the start of this case that Siena's claim most likely would be under water, so it made sense that Siena would be primarily responsible for the expense of liquidating Debtor's assets, including administrative expenses. In particular, under prior orders of this Court, Siena is obligated to pay postpetition rents. See dkt. 220 (relief from stay order, with conditions); dkt. 49 (rejection procedures order); dkt. 177 (Starwood notice of rejection as of 6/4/18); dkt. 213 (Forbes notice of rejection as of 8/29/18); *but cf.* dkt. 237 (asserting lockout as of 8/27/18) *and* dkt. 246 (evid. obj.).

(b) Evidentiary objections. The tentative ruling is to sustain Siena's hearsay objection to the evidence attached to the Starwood/Forbes landlord motion (as to the calculation of rents allegedly owing). The supplemental declaration (dkt. 248) does not fully resolve the hearsay problem, although presumably the parties can establish the undisputed and disputed facts with greater specificity, through formal or informal discovery.

The tentative ruling is also to sustain the Forbes landlord's objection to Siena's evidence of a lockout on 8/27/18. Again, though, it should be possible to figure out and present the disputed and undisputed facts (although, given the dollar amount at stake, this particular subset of disputes might be more efficiently resolved by a quick compromise).

(c) Section 506(c). The tentative ruling is to reject Siena's argument under section 506(c). The terms to which the parties agreed, and this Court ordered, are that:

Siena shall not raise as a defense to [landlords' assertion of administrative rent expenses] 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

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seven days [Dkt. 220, p.3, para.16.3].

Siena attempts to distinguish this language as applying only to its defenses, not to what the landlords have to prove. That is unpersuasive: the tentative ruling is that, both from the language itself and the context in which the parties were negotiating (that all administrative expenses very likely were for Siena's benefit due to its blanket lien), this language can only be interpreted to mean that, as long as a landlord meets the normal standards to establish its administrative expense, there is no additional burden to establish a benefit to Siena under section 506(c).

(d) Percentage rent. The tentative ruling is that, on the one hand, the starting point would be that percentage rent is rebuttably presumed to be included in what Siena would have to pay, because that is a part of every month's rent under the terms of the lease. In addition, any landlord's waiver of the anti-liquidation clause does not constitute a waiver of the percentage rent clause.

On the other hand, the tentative ruling is that the liquidation sale context overcomes that presumption, and leaves the issue of the parties' intent undecided. Put differently, there is a genuine question whether rent of 20% of liquidation sale proceeds is what the parties contemplated.

A hypothetical landlord might expect that, as part of the enforcement of its rights under 11 U.S.C. 365(d), it should receive both minimum/base rent and percentage rent based on a normal month's level of sales. But such a landlord might expect either much less (e.g., if its choice is between minimum/base rent for the month or \$0 with no new tenant in sight) or much more (e.g., if the liquidation could be expected to increase sales volume and revenue enormously, perhaps the landlord would expect to be able to demand that in exchange for permitting a liquidation sale, at least if there is a sufficiently robust rental market to give the landlord leverage).

But from the record presented the tentative ruling is that there was no meeting of minds on the percentage rent issue. So the tentative ruling is that the analysis has to fall back to what rent is "reasonable." *In re Section 20 Land Group, Ltd.*, 261 B.R. 711, 717 (Bankr. M.D. Fla. 2000). *See also In re Silicon valley Telecom Exchange, LLC*, 284 B.R. 700, 706 (Bankr. N.D. Cal. 2002).

(e) Conclusion as to landlords' motions. The tentative ruling is to set a continued hearing (the same date as the continued status conference set forth below) to determine the dollar amount owed to each landlord. The

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deadline for each landlord to file and serve a declaration with supplemental evidence would be two weeks prior to that hearing, with any responsive declaration and evidence due one week prior.

The tentative ruling is to require evidence on the following issues: (i) calculations: more detail about the calculation of rents allegedly owing, (ii) vertical and horizontal evidence of market rents: Debtor's historical monthly additional rent (percentage of sales) for each of the subject locations, for every month in 2017 and in 2018 through store closing, as well as an average for each year, and evidence about current rental rates per square foot for any new or renewed leases in the same mall in 2018, to assist this Court in determining reasonable rents, and (iii) lockout date: proof whether lock-out date for the Forbes store actually occurred two days before rejection notice. The parties should be prepared to address whether expedited or regular discovery is necessary or appropriate; whether a different hearing date is preferable; and any other relevant issues.

(3) Memorialization these tentative rulings, and lodging proposed orders incorporating them by reference

This Court intends to prepare and file a Memorialization of Tentative Rulings, with a copy of these tentative rulings for 11/6/18, which the parties can incorporate by reference in any proposed order, to the extent this Court adopts these tentative rulings at the hearing. The Committee is directed to lodge the proposed order on the motion for dismissal etc., and the Starwood/Forbes landlords are directed to lodge the proposed order on their motion to compel payment of rent.

(4) Deadlines/dates. This case was filed on 2/16/18.

(a) Bar date: Timely served (dkt. 155, 163, 167).

(b) Plan/Disclosure Statement*: TBD

(c) Continued status conference: Continue to 12/11/18 at 2:00 p.m., in view of the slightly deferred dismissal requested by Debtor and the Committee. No status report required.

*Warning: special procedures apply (see order setting initial status conference).

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

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CONT... B&B Liquidating, LLC

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required/are not required," please see Judge Bason's Procedures (posted at 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.

Tentative Ruling for 11/6/18:

This court anticipates posting a tentative ruling at a later time.

Tentative Ruling for 9/18/18:

Continue as set forth below. Appearances are not required on 9/18/18.

- (1) Current issues. This Court has no issues to raise *sua sponte* at this time.
- (2) Deadlines/dates. This case was filed on 2/16/18.
 - (a) Bar date: Timely served (dkt. 155, 163, 167).
 - (b) Plan/Disclosure Statement*: TBD
 - (c) Continued status conference: Continue to 11/6/18 at 2:00 p.m. No status report required.

*Warning: special procedures apply (see order setting initial status conference).

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) 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.

Tentative Ruling for 8/14/18:

Continue as set forth below. Appearances are not required on 8/14/18.

- (1) Current issues. This Court has reviewed the debtor's status report (dkt. 203) and other relevant pleadings in this case.
 - (a) Siena r/s motion. Although the debtor requests that this status conference be continued to the same date and time as the pending motion

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: 1900 Avenue of the Stars, 21st Floor, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled: **NOTICE OF LODGMENT OF ORDER IN BANKRUPTCY CASE RE: ORDER GRANTING JOINT MOTION OF THE DEBTOR AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO DISMISS CHAPTER 11 CASE SUBJECT TO A RESERVATION OF RIGHTS TO ENFORCE PREVIOUSLY AGREED-UPON LITIGATION CARVE OUT FOR UNSECURED CREDITORS, OR, IN THE ALTERNATIVE, SUSPEND ALL PROCEEDINGS OR CONVERT CHAPTER 11 CASE TO A CASE UNDER CHAPTER 7 [Docket No. 227]** 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) November 13, 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:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On (date) _____, 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.

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.

November 13, 2018 Sherry Harper /s/ Sherry Harper
Date Printed Name Signature

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

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