

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION**

**IN THE MATTER OF:**

**DR. MARCEL B. GEGATI, P.A.,**

**CASE NO.: 16-26559-RBR  
CHAPTER 11**

**Debtor**

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**DEBTOR'S EXPEDITED MOTION TO USE CASH COLLATERAL AND MOTION TO  
ESTABLISH PAYMENT AND EMERGENCY HEARING REQUESTED**

**BASIS FOR EMERGENCY: DEBTOR REQUIRES THE IMMEDIATE APPROVAL OF THIS COURT TO CONTINUE USING CASH COLLATERAL TO SUSTAIN DAY-TO-DAY OPERATIONS. DEBTOR RESPECTFULLY REQUESTS THAT THIS MOTION BE HEARD ON OR PRIOR TO DECEMBER 16, 2016.**

**COMES NOW**, the Debtor and Debtor-in-Possession (the "Debtor"), by and through undersigned counsel, pursuant to Section 363 of Title 11 of the United States Code (the "Bankruptcy Code") and Rule 4001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and moves this Court for entry of an order authorizing its continued use of cash collateral. In support of its motion, the Debtor states as follows:

1. Debtor filed for relief under Chapter 11 of the Bankruptcy Code on December 14, 2016 (the "Petition Date"). The Debtor continues to operate its business as Debtor-in-Possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.
2. The Debtor owns and operates a dental practice located at 300 NW 70<sup>th</sup> Avenue, Suite 108, Fort Lauderdale, FL 33317. Debtor is the medical practice of Doctor Marcel Baghdadi-Gegati, who has been practicing in the South Florida area for 8 years.
3. The gross revenue generated by the Debtor from daily operation constitutes cash collateral within the meaning of § 363(a) of the Bankruptcy Code (the "Cash Collateral"). The Debtor requires the use of the Cash Collateral for the continued operation of its business in the ordinary course, including the providing care to its patients, continuing payroll, and remitting payment for expenses detailed in Debtor's expense budget (the "Budget"). A copy of

Debtor's budget is attached hereto as "Exhibit A". Without the use of the Cash Collateral, Debtor will be forced to discontinue their business operation. Debtor requires immediate authority to fund these day-to-day operations and ultimately achieve a successful organization.

4. Debtor has no alternative borrowing source from which it can secure the funding necessary to operate its business without the immediate authority from this Court.
5. Debtor does not concede that any party has a perfected security interest in the cash collateral. However, for purposes of this motion, Debtor will presume that U.S. Bank National Association ("U.S. Bank") has an interest in cash collateral and that said interest is first priority.
6. On or about November 23, 2015, U.S. Bank filed a Verified Complaint for Replevin and Damages. In its complaint, U.S. Bank included, amongst other documents, a Business Security Agreement and UCC-1 filed with the State of Florida which may grant it an interest in Debtor's cash collateral. The amount owed to U.S. Bank is estimated at 306,630.40. The collateral that U.S. Bank is asserting an interest in is located at the Debtor's location of business, and includes all assets and personal property, including equipment required by Debtor to continue operations and the accounts receivables. An approximate value of the foregoing collateral is estimated at \$25,000.00.
7. Debtor proposes to grant U.S. Bank a replacement lien under Section 361(2) of the Bankruptcy Code (i) to the extent U.S. Bank's cash collateral is used by Debtor, and (ii) to the extent and with the same priority in Debtor's post-petition collateral, and proceeds thereof, that U.S. Bank holds in Debtor's pre-petition collateral.
8. Furthermore, ReadyCap Lending, LLC ("ReadyCap") holds a first-mortgage security interest on the property. The mortgage is recorded in Official Records Book 45382 at Pages 289 – 307 of the Public Records of Broward County, Florida. The assignment of mortgage assigning the mortgage from CIT Small Business Lending Corporation to ReadyCap is recorded in Official Records Book 50936 at Page 901 of the Public Records of Broward County, Florida.

9. ReadyCap has filed a foreclosure action against Debtor, case number CACE16000427, filed in Broward County, Florida.
10. Debtor seeks to remit to ReadyCap payment in the amount of \$2,422.80 for the pendency of the bankruptcy as adequate protection, representative of Debtor's contractual mortgage payment and escrow component. Debtor expects this payment amount to adjust periodically for county taxes and insurance.
11. An immediate and critical need exists for Debtor to be permitted to access Cash Collateral in order to continue daily business operations. Debtor seeks a preliminary hearing in accordance with Rule 4001(b)(2) of the Bankruptcy Rules. At the preliminary hearing, Debtor will seek the entry of an interim order to preserve the value of its assets so as to avoid immediate and irreparable harm to the estate and to afford Debtor adequate time to negotiate and seek approval for additional cash collateral use, subject to and within the time limits imposed by a mutual agreed-upon budget.
12. Accordingly, it is appropriate for the Court to enter an order authorizing the use of Cash Collateral by Debtor in according with the terms of the Budget.
13. The terms of the proposed use of the Cash Collateral and adequate protection arrangements are fair and reasonable under the circumstances and reflect Debtor's exercise of prudent business judgment.
14. Debtor believes that the relief sought herein is in the best interest of Debtor, the estate, and Debtor's creditors, and that the entry of an interim order will allow for the continued operation of Debtor's existing rental business for the purpose set forth above.

**WHEREFORE**, the Debtor, DR. MARCEL B. GEGATI, PA, respectfully requests an Order authorizing the use of the Cash Collateral pursuant to the terms described herein, and for further relief the Court deems just and proper.

Dated this 14<sup>th</sup> day of December, 2016

Submitted by:  
Loan Lawyers, LLC

/s/ Matis H. Abarbanel  
Matis H. Abarbanel, Esq.  
Attorney for Debtor  
Florida Bar No. 130435  
Rachamin Cohen, Esq.  
Florida Bar No. 96305  
Loan Lawyers, LLC.  
2150 S. Andrews Avenue  
Second Floor  
Fort Lauderdale, FL 33316  
Telephone: 954-523-4357  
Fax: 954-581-2786  
Email: rocky@fight13.com

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been served by electronic notice or U.S. Mail to all parties on the attached Service List, this 14th day of December, 2016.

**SERVICE LIST**

**VIA ELECTRONIC MAIL**

Office of the US Trustee

USTPRegion21.MM.ECF@usdoj.gov

Label Matrix for local noticing  
113C-0  
Case 16-26559-RBR  
Southern District of Florida  
Fort Lauderdale  
Wed Dec 14 20:18:47 EST 2016

Dr. Marcel B. Gegati, P.A.  
300 NW 70th Avenue  
Suite 108  
Fort Lauderdale, FL 33317-2360

A.R.M. Solutions  
P.O. Box 2929  
Camarillo, CA 93011-2929

AA Advance Air, Inc.  
1920 NW 32nd Street  
Pompano Beach, FL 33064-1335

BB&T Corporation  
200 West Second Street  
Winston Salem, NC 27101-4049

Bayshore Dental Studio, LLC  
PO Box 17955  
Clearwater, FL 33762-0955

Benco Dental  
295 Center Point Blvd  
PO Box 491  
Pittston, PA 18640-0491

Capital One  
PO Box 30285  
Salt Lake City, UT 84130-0285

Citibank  
100 Citibank Drive  
San Antonio, TX 78245-3202

DDS Lab  
5440 Beaumont Center Blvd.  
Suite 400  
Tampa, FL 33634-5208

Darby, Dental Supply LLC  
PO Box 26582  
New York, NY 10087-6582

DenLed Dental Supplies  
4387 NW 124th Avenue  
Pompano Beach, FL 33065-7634

Dental Laboratory Concepts  
2629 Manhattan Avenue  
#279  
Hermosa Beach, CA 90254-2411

Dental Laboratory Inc.  
25791 Jefferson Avenue  
Murrieta, CA 92562-6903

HF Acquisition Co. LLC dba HealthFirst  
Dept CH 14330  
Palatine, IL 60055-0001

Henry Schein  
135 Duryea Road  
Melville, NY 11747-3834

IOU Central, Inc.  
600 TownPark Lane  
Suite 100  
Kennesaw, GA 30144-3736

Keybank Real Estate Capital  
11501 Outlook Street  
Suite 300  
Leawood, KS 66211-1807

Lindsey Rohan, Esq.  
8 Lafayette Avenue  
Lake Grove, NY 11755-2917

Office of the US Trustee  
51 S.W. 1st Ave.  
Suite 1204  
Miami, FL 33130-1614

Otec Dental Laboratory  
2851 E #217  
Hawthorne, CA 90250

Platinum Rapid Funding Group Ltd.  
348 RXR Plaza  
Uniondale, NY 11556-0348

Professional Arts Centre  
c/o Phoenix Management Services  
4800 N State Road 7  
Suite 105  
Fort Lauderdale, FL 33319-5805

Readycap Lending, LLC  
420 Mountain Avenue  
3rd Floor  
New Providence, NJ 07974-2736

Readycap Lending, LLC  
c/o Baker, Donelson, Bearman, Caldwell  
100 S.E. Third Avenue  
Fort Lauderdale, FL 33394-0031

Safco  
1111 Corporate Grove Drive  
Buffalo Grove, IL 60089-4546

Trident Dental Laboratories  
12000 Aviation Boulevard  
Hawthorne, CA 90250-3438

U.S. Bank National Association  
c/o Ronald M. Emanuel, P.A.  
7900 Peters Road  
Building B, Suite 100  
Fort Lauderdale, FL 33324-4045

YellowStone Capital LLC  
30 Broad Street  
14th Floor  
Suite 1462  
New York, NY 10004-2304

Matis H Abarbanel  
2150 S. Andrews Avenue 2nd Floor  
Ft. Lauderdale, FL 33316-3432

End of Label Matrix	
Mailable recipients	29
Bypassed recipients	0
Total	29