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Honorable Mike K. Nakagawa
United States Bankruptcy Judge



Entered on Docket
January 09, 2017

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Attorneys for Debtor

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re:

SUPERIOR LINEN, LLC,

Debtor.

Case No.: BK-S-16-15388-mkn
Chapter 11

Date: January 6, 2017
Time: 9:30 a.m.

**ORDER AUTHORIZING DEBTOR TO ENTER INTO INSURANCE PREMIUM
FINANCE AGREEMENT AND TO PROVIDE ADEQUATE PROTECTION**

Superior Linen, LLC, d/b/a Superior Linen and Laundry Services, a Nevada limited liability company, as debtor and debtor in possession (the “Debtor”), having filed its *Motion for Authority to Enter into Insurance Premium Finance Agreement and to Provide Adequate Protection* (the “Motion”) [ECF No. 167]¹; the Court having reviewed and considered the same, and all evidence submitted therewith; the Court having held a hearing on the matter, with all

¹ Unless otherwise indicated, all capitalized terms herein shall have the same meanings as set forth in the Motion.

1 appearances noted on the record, and having heard and considered the arguments of counsel; the
2 Court having stated certain findings of fact and conclusions of law on the record at the hearing,
3 which are incorporated herein in accordance with Fed. R. Civ. P. 52, made applicable to this
4 contested matter pursuant to Fed. R. Bankr. P. 7052 and 9014(c); and based upon the foregoing,
5 and other good cause appearing;

6 **IT IS HEREBY ORDERED:**

7 1. The Motion is GRANTED;

8 2. The Debtor is authorized to:

9 a. Enter into the premium finance agreement attached to the declaration
10 accompanying the Motion as **Exhibit "1"** (the "**Premium Finance Agreement**");

11 b. Grant FIFC or its successor or assigns a first priority lien on and security
12 interest in unearned premiums as described in the Premium Finance Agreement; and

13 c. Timely make all payments due under the Premium Finance Agreement.
14 FIFC is authorized to receive and apply such payments to the Indebtedness (as defined in
15 the Motion) owed by Debtor to FIFC as provided in the Premium Finance Agreement.

16 3. Without limitation, the liens, security interests and rights in unearned premiums
17 granted under the Premium Finance Agreement are senior to the lien of any DIP Lender in this
18 Case and are senior to any claims under 11 U.S.C. §§ 503, 506(c) or 507(b).

19 4. If additional premiums become due to insurance companies under the Policies
20 financed under the Premium Finance Agreement, Debtor and FIFC or its successor or assigns are
21 authorized to modify the Premium Finance Agreement as necessary to pay the additional premiums
22 without the necessity of further hearing or order of this Court.

23 5. In the event Debtor does not make any of the payments under this Agreement or
24 the Premium Finance Agreement as they become due, the automatic stay shall automatically lift
25 to enable FIFC and or/third parties, including insurance companies providing the protection under
26 the Policies, to take all steps necessary and appropriate to cancel the Policies, collect the collateral
27 and apply such collateral to the Indebtedness owed to FIFC by Debtor.

28 6. FIFC, or any third party, including insurance companies providing the coverage

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1 under the Policies, exercising such rights shall comply with the notice provisions and other
2 provisions of the Premium Finance Agreement, which notice the Debtor shall also provide
3 immediately to both the UST and UCC within one (1) business day of receipt.

4 7. The Premium Finance Agreement and the liens and security interests in the
5 unearned premiums granted pursuant hereto shall continue in full force and effect and Indebtedness
6 due under the Premium Finance Agreement shall remain due and owing notwithstanding: (i) the
7 dismissal or closure of this Case, (ii) the discharge of Debtor, or (ii) the confirmation of a plan of
8 reorganization.

9 **IT IS SO ORDERED.**

10 PREPARED AND SUBMITTED:

11 By: /s/ Matthew C. Zirzow
12 LARSON & ZIRZOW, LLC
13 ZACHARIAH LARSON, ESQ.
14 Nevada Bar No. 7787
15 MATTHEW C. ZIRZOW, ESQ.
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17 850 E. Bonneville Ave.
18 Las Vegas, Nevada 89101

19 Attorneys for Debtor

20 **LR 9021 CERTIFICATION**

21 In accordance with LR 9021, counsel submitting this document certifies that the order
22 accurately reflects the court’s ruling and that (check one):

23 The court has waived the requirement of approval under LR 9021(b)(1).

24 No party appeared at the hearing or filed an objection to the motion.

25 I have delivered a copy of this proposed order to all counsel who appeared at the
26 hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:

27 I certify that this is a case under chapter 7 or 13, that I have served a copy of this
28 order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content
of the order.

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