

1 Kevin Tang (SBN: 291051)  
2 LAW OFFICES OF LIONEL GIRON,  
3 337 North Vineyard Ave., Suite 100  
4 Ontario, California 91764  
5 Ph: (909) 397-7260; Fax: (909) 397-7277  
6 Email: notices@lglawofifice.com

7 Proposed Attorneys for Debtor and Debtor-in-Possession

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

10 In re:

11 **BEAR FIGUEROA LLC,**

12 **Debtor-In-Possession**

**CASE No.: 2:17-bk-14249-VZ**  
**Chapter 11**

**DEBTOR'S EMERGENCY MOTION FOR  
ORDER AUTHORIZING USE OF CASH  
COLLATERAL ON AN INTERIM  
BASIS PENDING A FINAL HEARING AND  
PROVIDE ADEQUATE PROTECTION TO  
SECURED LENDER**

**MEMORANDUM OF POINTS AND  
AUTHORITIES;**

**FILED CONCURRENTLY WITH  
DECLARATION OF DENISE JOHNSON IN  
SUPPORT**

**HEARING:**

Date: To be determined

Time: To be determined

Place: 255 East Temple Street, Crtrm: 1368

Los Angeles, CA 90012

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24 **TO THE HONORABLE VINCENT ZURZOLO, OFFICE OF THE UNITED**  
25 **STATES TRUSTEE, MOVANT, SECURED CREDITORS, TWENTY LARGEST**  
26 **UNSECURED CREDITORS, AND ALL INTERESTED PARTIES AND ALL OTHER**  
27 **INTERESTED PARTIES:**

28 **I. INTRODUCTION**

1 Pursuant to Fed. R. Bank. P. 4001 and 9014, and Section 363(c) of Title 11 of the United  
2 States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code"), Bear Figueroa LLC, the Debtor  
3 and Debtor-in-Possession in the above-captioned case (the "Debtor"), moves the Court to authorize  
4 Debtor's post-petition use of cash collateral on an interim basis and to authorize such use on a final  
5 basis after hearing on the motion can be held (the "Motion").

6 In support of the Motion, the Debtor states the following:

## 7 **II. BACKGROUND**

### 8 **A. The Debtor's Business and the Chapter 11 Filing**

- 9
- 10 1. Bear Figueroa LLC ("Debtor") is California Limited Liability Company owned by Denise  
11 Johnson and her mother, Gladney Johnson (hereafter called the "Owners").
  - 12 2. The Debtor is the owner of a twenty-one unit apartment building located at 10520 Figueroa  
13 Blvd., Los Angeles, CA 90009 ("Property").
  - 14 3. The Property is encumbered by a first mortgage in favor of Evergreen Advantage LLC  
15 ("Evergreen") and is serviced by FCI Lender Services Inc. The current balance of Evergreen  
16 mortgage is \$1,928,454. The loan will mature in August 1, 2017. Debtor was in the process  
17 of refinancing the Evergreen mortgage when it fell behind on its monthly payments  
18 beginning in November 16, 2016. Since Debtor defaulted on its monthly obligations,  
19 Evergreen has charged an additional \$10,000 per month for default interest. As of the  
20 filing of this case, the debtor is behind in the amount of \$180,152.42,
  - 21 4. The current market value of the Property is approximately \$ 2,900,000.
  - 22 5. The Property currently generates rental income of \$19,525. See **Exhibit "B"**.
  - 23 6. On April 6, 2017, (the Petition Date), the debtor filed with the court the voluntary petition  
24 of relief under Chapter 11 of the Code. The Debtor is operating its business as a debtor-in-  
25 possession pursuant to Code §§ 1107(a) and 1108.
  - 26 7.
  - 27
  - 28

**III. JURISDICTION AND VENUE**

1  
2 8. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157(b)(2)(M) and  
3 1334. This matter is a core proceeding within the meaning of 28 U.S. C. §157(b) (2).  
4

5 9. Venue of this proceeding and this Motion in this District is proper pursuant to 28 U.S.C.  
6 §1408 and § 1409.

7 10. The statutory basis for the relief requested herein are Sections 105(a) and 363(b) of Title  
8 11 of the United States Code (“Bankruptcy Code”), and Rules 2002, 4001, and 9014 of the  
9 Federal Rules of Bankruptcy Procedure (FRBP).  
10

11 WHEREFORE, the Debtor respectfully requests that the Court enter an order approving the  
12 Debtor’s use of the Cash Collateral, scheduling a date for a final determination with respect to the  
13 Debtor’s continued use of the Cash Collateral, and granting any and all other relief to which the Debtor  
14 may appear entitled.  
15

16 Dated: May 1, 2017

17 Law Office of Lionel Giron

18 /s/ Kevin Tang

19 Kevin Tang

20 Proposed Counsels for Debtor  
21 Bear Figueroa LLC  
22  
23  
24  
25  
26  
27  
28

**MEMORANDUM OF POINTS AND AUTHORITIES**

**Cash Collateral**

11. As of the Petition Date, the Debtor has assets including the Real Property and improvements, the fair cash value of which is being determined. The Debtor's liabilities include secured claims in the principal amount of approximately \$1,928,454.00 (Evergreen), \$42,012.37 (Los Angeles County Tax Collector) and approximately \$60,000.00 in unsecured claims.

**Argument For Relief And Applicable Authority**

12. Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code on **April 6, 2017** (the "Petition Date"). Debtor continues to manage its financial affairs and operate its bankruptcy estate as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

13. The Debtor's use of the Cash Collateral is imperative for Debtor to continue ordinary course operation, to protect the Property against catastrophic loss and to maximize the creditors' recovery. Entry of an interim order authorizing the use of the Cash Collateral is necessary to avoid immediate and irreparable harm to the Debtor's business, the value of its assets, its creditors, and other parties in interest.

14. By this Motion, Debtor seeks interim authority to use the cash collateral of Evergreen Advantage LLC (hereinafter referred to as the "Lender"). Debtor believes, after preliminary investigation including title search, that Lender has some perfected security interest in the cash collateral of the Debtor, including part of the Debtor's cash on hand. The Debtor's use of cash collateral is essential to Debtor's reorganization success, in that Debtor needs the funds generated to keep the Debtor in operation and to pay for Debtor's post-petition operating expenses.

1 15. Specifically, the Debtor must be able to use cash collateral to pay for all necessary post-  
2 petition operating expenses including post-petition mortgage, maintenance, supplies,  
3 property taxes, utility bills, and other normal and necessary operating expenses of real  
4 properties leasing. Here, the Debtor's business cannot survive without any use of cash  
5 collateral. Debtor must be able to pay expenses in accordance with the attached Budget  
6 pending a final hearing in order to avoid immediate and irreparable harm to the Debtor's  
7 business and this bankruptcy estate.  
8

9 16. The Debtor estimates that use of the Cash Collateral in an amount up to the attached budget,  
10 being the amount necessary to continue its normal business operations and meet its Chapter 11  
11 obligations and responsibilities.  
12

13 17. The Debtor seeks to use Cash Collateral for payment of insurance premium installments,  
14 utilities, management and general maintenance to keep the Property in good repair and other  
15 expenditures for debt service, real property taxes and other expenses the Debtor will be  
16 required to fund in Chapter 11.  
17

18 18. It is in the best interests of the estate and its creditors that the Debtor be authorized to use the  
19 Cash Collateral pursuant to the terms contained herein.  
20

21 19. The Debtor will continue to account for all post-petition cash use and proposed cash use.

22 20. The Debtor further moves the Court to fix a hearing date to consider the entry of a final order  
23 authorizing the Debtor's continued use of the Cash Collateral.  
24

25 21. Debtor's approximate monthly income from the debtor's business are as follows: See Rent  
26 Roll attached as **Exhibit "B"**.  
27  
28

Property	Gross Rental/Business Income (approximate)
----------	---

10520 Figueroa Blvd. Los Angeles, CA 90009 (Multi-Unit Property)	\$19,525 monthly  (Currently Property is 81% leased)
--	--

**Creditors' Committee**

22. No creditors' committee has been appointed by the United States Trustee.

**Debtor's Pre-Petition Financing and Pre-petition Loan Documents**

23. Debtor and Lender entered into certain loan arrangements evidenced by, among other things, instruments and agreements (hereinafter, collectively with all other related documents, the "Loan Documents").

24. Upon information and belief, Lender alleges that the amounts due under the Loan Documents as of the Petition Date (the "Pre-Petition Indebtedness") is as follows:

Property	Lender	Approximate Balance Owed to Lender	Approximate Fair Market Value of Property
10520 Figueroa Blvd, Los Angeles, CA 90009	Evergreen Advantage LLC	\$1,928,454.00	\$ 2,900,000.00
<b>Total</b>		<b>\$1,928,454.00</b>	<b>\$2,900,000.00</b>

**Pre-Petition Collateral**

25. Lender alleges that the Pre-Petition Indebtedness is secured by substantially all of Debtor's Property (the "Collateral"). Subject to verification by post-petition appraisal, Debtor believes that Lender is fully secured on the Property, as described on line 14 above.

**Perfection of Pre-Petition Security Interests and Liens**

26. The Debtor is not, by the filing of this motion, waiving any right to contest the amount due under the Loan Documents or the priority or perfection of the security interests alleged to

1 be held by Lender and the debtor is not admitting that the rental income from the Property  
2 is cash collateral of Lender.

3 **Debtors' Urgent Need for Use of Cash Collateral**

4 27. Upon information and belief debtor contends that Lender has a security interest in all  
5 business income of the Debtor pursuant to the Loan Documents. As of the Petition Date,  
6 the Debtor has insufficient unencumbered cash on hand to operate without the use of the  
7 cash on hand.  
8

9 28. Debtor wishes to commence making adequate protection payment to the Lender.  
10 Specifically, without the use of said cash collateral, the Debtor cannot pay the mortgage  
11 payments or pay any the necessary expenses required for the upkeep and maintenance of  
12 the debtor's business. Debtor's failure to keep its obligations to its lender and vendors will  
13 be tantamount to immediate and irreparable harm to the Debtor and its estate.  
14

15 29. Based upon the foregoing, it is evident that the consequence of leaving Debtor without use  
16 of cash collateral would cause a materially adverse effect on the estate and its creditors.  
17

18 30. Without the immediate access to cash collateral, the Debtor's business operations will be  
19 greatly impaired. Debtor will be unable to make the mortgage payments, pay for its  
20 management expenses and will not be able to make other necessary maintenance and  
21 upkeep of the debtor's business. Debtor will be unable to keep its business obligations to  
22 its tenants, such as paying for the utilities, cleaning, maintenance services and management  
23 services that is required to operate its business.  
24

25 31. Debtor has determined, in the exercise of its sound business judgment that it requires the  
26 use of the Lenders cash collateral in the specific monthly amounts detailed on the rental  
27 properties budget, See Denise Johnson's declaration, attached thereto. The cash flow  
28 budget (**Exhibit "A"**) details the expenses by which the business income will be used for  
the period of *May 2017 through July 2017*, or for the period to be determined by this Court.

**Relief Requested**

1  
2 32. By this Motion, Debtor requests, pursuant to § 363(c)(2) of the Bankruptcy Code, that this  
3 Court enter an order authorizing Debtor to use cash collateral of the Lender in the specific  
4 amounts set forth in the Denise Johnson’s Declaration. In connection with the foregoing,  
5 Debtor also offers to adequately protect the interests of Lender by granting post-petition  
6 liens on, and security interest in, the Property of the estate in favor of the Lender as  
7 adequate protection for its secured claims and by making adequate protection payments to  
8 Lender in the amount of \$10,500 per month.  
9

10 33. Section 363(c)(2) of the Bankruptcy Code provides that:

11 a) The trustee may not use, sell, or lease cash collateral under paragraph (1) of this  
12 subsection unless— . . .

13  
14 b) The court, after notice and hearing, authorizes said use; sale or lease in accordance with  
15 the provisions of this Section . . . .

16 11 U.S.C. § 363(c)(2). Section 363(e) provides that the Court may condition said use, sale or  
17 lease as is necessary to provide adequate protection to Lenders.  
18

19 34. Based upon the foregoing, this Court is authorized to grant the interim and final relief  
20 requested in this Motion and to authorize and approve the use of cash collateral by the  
21 Debtor. Approval of the requested relief is in the best interests of creditors and of the  
22 bankruptcy estate.  
23

24 35. Debtor believes that the terms and conditions of the requested relief are fair and reasonable.  
25 Debtor has engaged in a reasonable exploration of the availability of alternate credit and is  
26 unable to obtain post-petition credit.  
27  
28



1 36. Entry of the proposed order is in the best interests of Debtor, its bankruptcy estate and  
2 creditors and will enable Debtor among other things, to: (a) maintain continuity of  
3 operations; (b) pay creditors, and (c) maximize the value of the debtor's business.

4 37. In addition, the availability of funds under the proposed order will instill confidence in  
5 creditors of Debtor which will facilitate a smooth transition into chapter 11 and a successful  
6 reorganization.

7  
8 38. Moreover, Debtor submits that the use of cash collateral contemplated by the proposed  
9 order is appropriate and proper under the facts herein. Part of the funds available to the  
10 Debtor is cash on hand, checking and other deposit accounts claimed by the Lender to  
11 constitute cash collateral within the meaning of section 363 of the Bankruptcy Code. As  
12 indicated above, Debtor cannot operate post-petition without the use of its pre-petition  
13 cash.  
14

15 39. Based upon the foregoing, Debtor urges the Court to approve the proposed order, thereby  
16 authorizing Debtor to use cash collateral and incur the secured obligations as provided  
17 therein.  
18

19 **DISCUSSION**

20 **Debtor Must Be Authorized To Use Cash Collateral to Operate, Maintain and**  
21 **Preserve its Business in Accordance with the Budget**

22 40. The Debtor's use of properties of its estate is governed by Section 363 of the Bankruptcy  
23 Code. Section 363(c) (1) provides in pertinent part:

24  
25 If the business of the debtor is authorized to be operated under section. . . 1108. . .  
26 of this title and unless the court orders otherwise, the trustee may enter into  
27 transactions, including the sale or lease of properties of the estate, in the ordinary  
28 course of business, without notice or a hearing, and may use properties of the estate  
in the ordinary course of business without notice or a hearing.

11 U.S.C. § 363(c) (1).

1 41. A Debtor-in-Possession has all of the rights and powers of a trustee with respect to  
2 properties of the estate, including the right to use properties of the estate in compliance  
3 with Section 363. See 11 U.S.C. § 1107(a). "Cash collateral" is defined as "cash,  
4 negotiable instruments, documents of title, securities, deposit accounts or other cash  
5 equivalents in which the estate and an entity other than the estate have an interest. . . ." 11  
6 U.S.C. § 363(a).

8 Section 363(c) (2) allows the use of "cash collateral".... if:

- 9  
10 (A) Each entity that has an interest in such cash collateral consents; or  
11 (B) The court, after notice and a hearing, authorizes such use, sale or lease in  
accordance with the provisions of this section.

12 See 11 U.S.C. § 363(c)(2)(A) and (B).

13 42. It is well settled that it is appropriate for a chapter 11 debtor to use cash collateral for the  
14 purpose of maintaining and operating its properties. 11 U.S.C. § 363(c)(2)(B); In re Oak  
15 Glen R Vee, 8 B.R. 213, 216 (Bankr. CD. Cal. 1981); In re Tucson Industrial Partners, 129  
16 B.R. 614 (B.A.P. 9th Cir. 1991).

17  
18 43. In addition, where the Debtor is operating a business, it is extremely important that the  
19 access to cash collateral be allowed in order to facilitate the goal of reorganization: "The  
20 purpose of Chapter 11 is to rehabilitate debtors and generally access to cash collateral is  
21 necessary to operate a business." In re Dynaco Corporation, 162 B.R. 389 (Bankr. D.N.H.  
22 1993), quoting In re Stein, 19 B.R. 458, 459 (Bankr. E.D. Pa. 1982).

23  
24 44. The only sources of revenue available to the Debtor to operate, maintain and preserve its  
25 business is the Debtor's cash existing on the Petition Date and post-petition revenues from  
26 the operation of its leasing business.

27  
28 45. Debtor will have no ability to continue to operate its business and maintain and preserve  
the going concern value of its business unless the Debtor is able to use its cash which

1 includes cash that constitute the cash collateral of the Lenders to pay the Debtor's ordinary  
2 operating expenses, including, but not limited to, utilities, insurance, maintenance, etc.

3  
4 **Transactions in the Ordinary Course of Business**

5 46. A debtor-in-possession generally may enter into transactions in the ordinary course of  
6 business, including the sale or lease of properties of the estate, without notice or a hearing.

7 See 11 U.S.C § 363(c)(1).

8 47. The debtor-in-possession may employ, hire and fire employees and continue their  
9 employment of their management, subject to the imposition of restrictions on  
10 compensation if such compensation is determined to be excessive.

11 48. Unless the Court orders otherwise, the debtors-in-possession also may obtain unsecured  
12 credit and incur unsecured debt in the ordinary course of business. See 11 U.S.C § 364(d).

13 Accordingly, Debtor's post-petition lease of its Property is in the ordinary course of  
14 business.  
15  
16

17 **The Lender is Adequately Protected by the Debtor's Continued Use of Cash Collateral**

18 49. To the extent that an entity has a valid security interest in the revenues generated by  
19 properties, those revenues constitute "cash collateral" under Section 363(a) of the  
20 Bankruptcy Code. Pursuant to Section 363(c)(2), the Court may authorize the debtor to  
21 use a secured creditor's cash collateral if the secured creditor is adequately protected. In re  
22 Mellor, 734 F.2d 1396, 1400 (9th Cir. 1984). See also In re O'Connor, 808 F.2d 1393,  
23 1398 (10th Cir. 1987); In re McCombs Properties VI, Ltd., 88 B.R. 261, 265 (Bankr. C.D.  
24 Cal. 1988) ("McCombs").  
25  
26

27 50. Pursuant to the Supreme Court case of United Savings Association v. Timbers of Inwood  
28 Forest Associates, 108 S.Ct. 626, 629 (1988) ("Timbers") and subsequent case law, the  
properties interest that a debtor must adequately protect pursuant to Sections 361(1) and

(2) of the Bankruptcy Code is only the value of the lien that secures the creditor's claim. Timbers at 630. See also McCombs, Id. at 266. Section 506(a) "limit[s] the secured status of a creditor (i.e., the secured creditor's claim) to the lesser of the [allowed amount of the] claim or the value of the collateral." McCombs, Id. at 266.

51. Additionally, the law is also clear that the preservation of the value of a secured creditor's lien is sufficient to provide adequate protection to a secured creditor when a debtor seeks to use cash collateral. In re Triplett, 87 B.R. 25 (Bankr. W.D.Tex. 1988). See also In re Stein, 19 B.R. 458 (Bankr. E.D.Pa. 1982).

52. The following chart illustrates the adequate protection payments proposed by Debtor to the Lender.

Type of Claim	DESCRIPTION	TREATMENT	
Secured Claim	Name = Evergreen Advantage LLC	Pymt Interval	Month
	Collateral = 10520 Figueroa Blvd, Los Angeles, CA 90009	Pymt/interval	\$10,500.00
	Collateral Value = \$2,900,000.00	Begin date End date	05/01/2017 09/01/2017
	Priority of Sec = 1 <sup>st</sup>	Principal Amount	\$1,928,454

53. Additionally, in determining adequate protection, Courts have stressed the importance of promoting a debtor's reorganization. In In re O'Connor, supra, the Tenth Circuit stated:

In this case, Debtor, in the midst of a Chapter 11 proceeding, has proposed to deal with cash collateral for the purpose of enhancing the prospects of reorganization. This quest is the ultimate goal of Chapter 11. Hence, the Debtor's efforts are not only to be encouraged, but also their efforts during the administration of the proceeding are to be measured in light of that quest. Because the ultimate benefit to be achieved by a successful reorganization inures to all the creditors of the estate, a fair opportunity must be given to the Debtors to achieve that end. Thus, while interests of the secured creditor whose properties rights are of concern to the court, the interests of all other creditors also have bearing upon the question of whether

1 use of cash collateral shall be permitted during the early stages of administration.  
2 808 F.2d at 1937.

3 **CONCLUSION**

4 WHEREFORE, Debtor respectfully requests that this Court enter an Order in the form  
5 annexed hereto, which among other things:

6 1. Authorizes Debtor to use the cash collateral of the Lender as detailed In **Exhibit**  
7 **“A”**;

8 2. Set the last time and date for the filing of objections to approval of the proposed  
9 order on a final basis;

10 3. Set a hearing to consider approving the Proposed Order on a final basis pursuant  
11 to Bankruptcy Rule 4001 if an objection to the approval of the proposed order on final basis is  
12 filed;

13 4. After the final hearing (if necessary), enter a final order authorizing Debtor to  
14 utilize the cash collateral in accordance with the terms and subject to the provisions of the  
15 proposed order; and

16 5. Grant such other and further relief as is just and proper.  
17  
18

19 Dated: May 1, 2017

20 Law Office of Lionel Giron

21 /s/ Kevin Tang \_\_\_\_\_

22 Kevin Tang

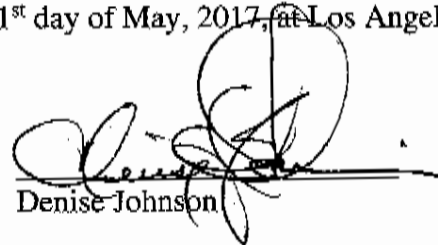
23 Proposed Attorneys for the Debtor-in-possession,  
24 Bear Figueroa LLC  
25  
26  
27  
28

**DECLARATION OF DENISE JOHNSON**

1  
2 I, Denise Johnson, do hereby declare that all of the following is true and correct to the  
3 best of my personal knowledge and if called upon as a witness, I could and would competently  
4 testify to the truthfulness of all of the below statements:

- 5  
6 1. I am the Managing Member of the debtor in the instant bankruptcy proceeding, Case No.  
7 2:17-bk-14249-VZ.  
8  
9 2. I make this declaration in support of Debtor's Motion For Order Authorizing Use of Cash  
10 Collateral.  
11  
12 3. The projected cash flow for the Property for May 2017 to July 2017 is attached as **Exhibit**  
13 **"A"**.  
14  
15 4. The rent roll for the Property is attached as **Exhibit "B"**. Currently, four units are vacant.  
16 Debtor expects income to increase by \$2,400 per month by June 1, 2017.  
17  
18 5. I am in the process of refinancing the Evergreen mortgage and I need to use cash collateral  
19 for the next three months while I am working to obtain refinancing for the Evergreen  
20 mortgage.

21 I declare under penalty of perjury under the laws of California that the foregoing is true and  
22 correct and that this Declaration was executed this 1<sup>st</sup> day of May, 2017, at Los Angeles,  
23 California.

24  
25  
26  
27  
28  
  
Denise Johnson

## EXHIBIT A: Bear Figueroa LLC

### Three Month Projected Cash Flow

<b>Date of Filing</b>	6-Apr
-----------------------	-------

Month/Yr	May-17	Jun-17	Jul-17	Total
<b>Gross Rental Income</b>	<b>19,525</b>	<b>21,925</b>	<b>21,925</b>	<b>63,375</b>
<b>Rental Expenses</b>				
First Mortgage	10,500	10,500	10,500	<b>31,500</b>
Property Taxes				<b>0</b>
Gas	450	450	450	<b>1,350</b>
Water	3,125	3,500	3,500	<b>10,125</b>
On Site Manager	550	550	550	<b>1,650</b>
Gardening	160	160	160	<b>480</b>
Trash	550	550	550	<b>1,650</b>
Management Fee	3,375	3,375	3,375	<b>10,125</b>
US Trustee's Fee			650	<b>650</b>
Insurance	700	700	700	<b>2,100</b>
Maintenance and Retrofit		1,900	1,250	<b>3,150</b>
<b>Total Rental Expenses</b>	<b>19,410</b>	<b>21,685</b>	<b>21,685</b>	<b>62,780</b>
<b>Net Disposable Income</b>	<b>115</b>	<b>240</b>	<b>240</b>	<b>595</b>

### EXHIBIT B: Bear Figueroa LLC Rent Roll

Units	Rent	Type	Tenants
1	1305	2BR	George and Alicia Hernandez
2	1195	2BR	Valerie Bogle
3		2BR	Vacant
4	1050	1BR	Jackie Surez
5	995	1BR	Maria Juan Gomez
6	995	1BR	Robin Cynthia Cane
7	1295	2BR	Sylvester Mack
8		1BR	Vacant
9	1375	2BR	Girace Gerald Jackson
10	995	Single	Katheryn Davis
11	995	1BR	Martha Banilla
12		2BR	Vacant
13		1BR	Vacant
14	975	Single	Geoffrey Lucas
15	995	Single	Carlos Santino
16	975	Single	Leon Spinz and Raymond Marshall
17	950	Single	Lorna Givens
18	995	1BR	Luis Carrillo Vienna
19	995	1BR	Joshua Bonner
20	990	1BR	Cynthia Milton
21	1050	1BR	Cynthia Gillespie
18125 Total Rental Income			
1400 Laundry Income			
19525 Total Income			



In re: <b>Bear Figueroa LLC</b>	Debtor(s).	CHAPTER: <b>11</b> CASE NUMBER: <b>2:17-bk-14249</b>
------------------------------------	------------	---

## 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:  
**337 N.Vineyard Ave.**  
**Suite 100**  
**Ontario, CA 91764**

A true and correct copy of the foregoing document entitled (*specify*): **Emergency Motion for Order Authorizing Use of Cash Collateral on an Interim Basis Pending a Final Hearing and to Provide Adequate Protection to Secured Lender** 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 \_\_\_\_, 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:

**Lionel E Giron on behalf of Debtor Bear Figueroa LLC** [nlglawoffice.com](mailto:nlglawoffice.com), [tangkevin911@gmail.com](mailto:tangkevin911@gmail.com)  
**Mark S Krause on behalf of Creditor The Evergreen Advantage, LLC, a California limited liability company**  
[bankruptcy@zbslaw.com](mailto:bankruptcy@zbslaw.com), [mkrause@ecf.courtdrive.com](mailto:mkrause@ecf.courtdrive.com)  
**Kelly L Morrison on behalf of U.S. Trustee United States Trustee (LA)** [kelly.l.morrison@usdoj.gov](mailto:kelly.l.morrison@usdoj.gov)  
**United States Trustee (LA)** [ustpreion16.la.ecf@usdoj.gov](mailto:ustpreion16.la.ecf@usdoj.gov)

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On 5/1/17, 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.

**Honorable Vincent Zurzolo, 255 E. Temple St., Suite 1360, Los Angeles, CA 90012**

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 \_\_\_\_, 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 of America that the foregoing is true and correct.

**May 1, 2017**

**Alma Perez**

**/s/ Alma Perez**

*Date*

*Printed Name*

*Signature*

CREDITOR

Denise Johnson  
10736 Jefferson Blvd., Ste 926  
Culver City, CA 90230

FCI Lender Services  
PO BOX 27370  
Anaheim, CA 92809-0112

Franchise Tax Board  
Bankruptcy Section, MS: A-340  
PO BOX 2952  
Sacramento, CA 95812-2952

Internal Revenue Service  
PO BOX 7346  
Philadelphia, PA 19101

Los Angeles County Treasurer and  
Tax Collector  
PO BOX 54110  
Los Angeles, CA 90054

Los Angeles DWP  
111 N Hope St.,  
Los Angeles, CA 90012

Sylvester Mack  
10520 Figueroa Blvd., Atp 7  
Los Angeles, CA 90003