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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

WRESTLER TAXI LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 17-27436 (VFP)

(Joint Administration Pending)

**APPLICATION IN SUPPORT OF MOTION PURSUANT TO 11 U.S.C.
§§ 105, 363(c)(2)(B), 363(e), 507(b), FED. R. BANKR. P. 4001(b), AND
D.N.J. L.B.R. 4001-4 FOR INTERIM AND FINAL ORDERS
AUTHORIZING USE OF CASH COLLATERAL**

TO: THE HONORABLE JUDGES OF THE
UNITED STATES BANKRUPTCY COURT

The above-captioned debtors and debtors in possession Wrestler Taxi LLC (“Wrestler”); Antibes Taxi Inc. (“Antibes”); Beaujolais Taxi Inc. (“Beaujolais”); Belvedere Taxi LLC (“Belvedere”); Betmar Express Cab Corp. (“Betmar”); Black Label Taxi LLC (“Black Label”); Body Slam Taxi LLC (“Body Slam”); Bordeaux Taxi Inc. (“Bordeaux”); Calvados Taxi LLC (“Calvados”); Chamonix Taxi LLC (“Chamonix”); Chardonnay Taxi Inc. (“Chardonnay”);

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtors’ taxpayer identification number are as follows: Wrestler Taxi LLC (3254); Antibes Taxi Inc. (6662); Beaujolais Taxi Inc. (1808); Belvedere Taxi LLC (4379); Betmar Express Cab Corp. (9011); Black Label Taxi LLC (3112); Body Slam Taxi LLC (5584); Bordeaux Taxi Inc. (1758); Calvados Taxi LLC (3514); Chamonix Taxi LLC (9740); Chardonnay Taxi Inc. (1715); Cognac Taxi LLC (3566); Cuervo Taxi LLC (4247); Filya Taxi Inc. (6055); Finlandia Taxi LLC (3357); Frangelico Taxi LLC (5710); Gaze Service Co. Inc. (9285); Hankuri Taxi Inc. (5615); Loire Valley Taxi LLC (0050); Mediterranean Taxi Inc. (5680); Razor Service Corp. (5342); Sambuca Taxi LLC (5742); Sardinia Taxi Inc. (5727); Two Hump Taxi, LLC (3172); and XO Taxi Inc. (4133).

Cognac Taxi LLC (“Cognac”); Cuervo Taxi LLC (“Cuervo”); Filya Taxi Inc. (“Filya”); Finlandia Taxi LLC (“Finlandia”); Frangelico Taxi LLC (“Frangelico”); Gaze Service Co. Inc. (“Gaze”); Hankuri Taxi Inc. (“Hankuri”); Loire Valley Taxi LLC (“Loire”); Mediterranean Taxi Inc. (“Mediterranean”); Razor Service Corp. (“Razor”); Sambuca Taxi LLC (“Sambuca”); Sardinia Taxi Inc. (“Sardinia”); Two Hump Taxi LLC (“Two Hump”); and XO Taxi Inc. (“XO,” each a “Debtor” and collectively with Wrestler, Antibes, Beaujolais, Belvedere, Betmar, Black Label, Body Slam, Bordeaux, Calvados, Chamonix, Chardonnay, Cognac, Cuervo, Filya, Finlandia, Frangelico, Gaze, Hankuri, Loire, Mediterranean, Razor, Sambuca, Sardinia, and Two Hump, the “Debtors”), by and through their proposed counsel, Trenk, DiPasquale, Della Fera & Sodono, P.C., hereby move (the “Motion”) before this Court for interim and final orders authorizing the Debtors to use cash collateral pursuant to sections 105, 363(c)(2)(B), 363(e), and 507(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 4001(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 4001-4 of the District of New Jersey’s Local Bankruptcy Rules (the “Local Bankruptcy Rules”). In support of this Motion, the Debtors submit the *Declaration of Evgeny Freidman in Support of Debtors’ Chapter 11 Petitions and First Day Pleadings* (the “First Day Declaration”), filed contemporaneously herewith, and respectfully state as follows:

JURISDICTION

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M) and (O).
2. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief sought herein are sections 105, 361, 362, 363 of the Bankruptcy Code, Rule 4001 of the Bankruptcy Rules, and the applicable Local Rules.

BACKGROUND

4. The Debtors each filed a voluntary chapter 11 petition on August 29, 2017 (the “Petition Date”).

5. The Debtors continue to operate their businesses as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or creditors’ committee have been appointed in these cases.

6. The Debtors are in the business of owning, and in most cases, leasing taxicab medallions. Each Debtors’ primary asset are the two medallions (collectively, the “Medallions”) issued by the New York City Taxi and Limousine Commission (“TLC”). These Medallions permit the Debtors, and/or its lessees and sublessees, to perform taxi services. The Debtors also have possession of or access to certain vehicles that are operated with the permission granted through the Medallions (the “Vehicles”). Upon information and belief, certain Vehicles are owned, at least nominally, by the Debtors while other Vehicles are owned by non-debtor companies (including certain Vehicles that may have been acquired in a Debtors’ name).

7. A more detailed history and description of the Debtor and its operations, together with the reasons for its chapter 11 filings, are set forth in the First Day Declaration, which is incorporated herein as if set forth in its entirety.

Secured Creditors

Banco Popular

8. On or about June 9, 2011, each of the Debtors entered into a promissory note (collectively, the “Notes”) with Banco Popular or its predecessor in interest under the loan, Doral Bank.

9. The Debtors’ indebtedness under each of the Notes is alleged to be secured pursuant to the terms of a Security Agreement (each a “Security Agreement” and collectively, the “Security Agreements”) executed by each respective Debtor for the benefit of Banco Popular.

10. Banco Popular alleges that it holds the following collateral² for each of the respective Notes entered into with the Debtors:

<u>Debtor</u>	<u>Collateral</u>
Wrestler Taxi LLC	6H95/6H96
Antibes Taxi Inc.	9K17/9K18
Beaujolais Taxi Inc.	9V16/9V17
Belvedere Taxi LLC	9V42/9V43
Betmar Express Cab Corp.	6M82/6M83
Black Label Taxi LLC	8V39/8V40
Body Slam Taxi LLC	4M61/4M62
Bordeaux Taxi Inc.	9V22/9V23
Calvados Taxi LLC	8V47/8V48
Chamonix Taxi LLC	9V50/9V51
Chardonnay Taxi Inc.	9V10/9V11
Cognac Taxi LLC	8V49/8V50
Cuervo Taxi, LLC	9V32/9V33
Filya Taxi Inc.	2V18/2V19
Finlandia Taxi LLC	9V48/9V49
Frangelico Taxi LLC	6P67/6P68

² UCC-1 Financing Statements were filed against each of the Debtors by Doral Bank. Upon information and belief, Doral Bank was acquired by Banco Popular in or around March 2015.

<u>Debtor</u>	<u>Collateral</u>
Gaze Service Co. Inc.	9L10/9L11
Hankuri Taxi Inc.	9M19/9M20
Loire Valley Taxi LLC	9V94/9V95
Mediterranean Taxi Inc	4K55/4K56
Razor Service Corp.	4G12/4G13
Sambuca Taxi LLC	5J75/5J76
Sardinia Taxi Inc.	4K81/4K82
Two Hump Taxi LLC	8V37/8V38
XO Taxi Inc.	2V42/2V43

(collectively, the “Collateral”).³

11. Banco Popular holds an alleged first priority secured interest in the Collateral.

12. On July 1, 2013, Evgeny Freidman entered into a revolving Promissory Note (the “LOC Note”) with Banco Popular in the stated principal amount of \$20,000,000. In connection with the LOC Note, each of the Debtors entered into a Guaranty of Payment (the “LOC Guaranty”) and Security Agreements (the “LOC Security Agreements”). Through the LOC Security Agreements, Banco Popular alleges it holds a second lien in the Collateral.

13. On February 12, 2016, each of the Debtors entered into a forbearance agreement with Banco Popular (the “Forbearance Agreement”). Pursuant to the Forbearance Agreement, each of the Debtors agreed to, amongst other things, certain debt service payments in exchange for Banco Popular’s forbearance on the alleged defaults under the Notes and LOC Note.

14. In connection with the Forbearance Agreement, the Debtors, amongst others, executed an Affidavit for Judgment by Confession, whereby each Debtor acknowledged liability for certain amounts due under the Notes and LOC Note.

³ The description of the Collateral is intended only to be illustrative of the items set forth on the UCC-1 financing statements. The description of the Collateral set forth on the UCC-1 financing statements shall control, without prejudice to the Debtors or a Committee’s right to challenge the validity, extent and priority of any such lien and security interests therein.

15. Banco Popular alleges that Debtors defaulted on the Forbearance Agreement in or around February 2016.

16. On May 19, 2017, judgment was entered in the Supreme Court of New York, New York County against each of the Debtors in the following amounts (the “Judgment”):

<u>Debtor Entity</u>	<u>Judgment Amount</u>⁴
Antibes Taxi Inc.	\$1,930,427.50
Beaujolaix Taxi Inc.	\$1,491,586.94
Belvedere Taxi LLC	\$1,788,677.50
Betmar Express Cab Corp.	\$1,472,075.44
Black Label Taxi LLC	\$1,471,496.89
Body Slam Taxi LLC	\$1,930,552.75
Bordeaux Taxi Inc.	\$1,491,790.28
Calvados Taxi LLC	\$1,471,722.04
Chamonix Taxi LLC	\$1,749,213.21
Chardonnay Taxi Inc.	\$1,491,680.48
Cognac Taxi LLC	\$1,489,808.09
Cuervo Taxi LLC	\$1,788,078.08
Filya Taxi Inc.	\$1,930,597.93
Finlandia Taxi LLC	\$1,752,396.20
Frangelico Taxi LLC	\$1,491,608.80
Gaze Service Co. Inc.	\$1,930,671.05
Hankuri Taxi Inc.	\$1,930,368.12
Loire Valley Taxi LLC	\$2,092,798.86
Mediterranean Taxi Inc.	\$1,930,560.02
Razor Service Corp.	\$1,491,725.21
Sambuca Taxi LLC	\$1,491,613.32
Sardinia Taxi Inc.	\$1,930,439.37
Two Hump Taxi LLC	\$1,472,160.08
Wrestler Taxi LLC	\$1,930,315.70
XO Taxi Inc.	\$1,471,483.51

(collectively, the “Judgment Amounts”).

17. The Judgment Amounts consist of the amounts confessed by the Debtors in the Forbearance Agreement, interest accrued through March 16, 2017 at a rate of 2% per month, and payments made by the Debtors under the Forbearance Agreement. Because the judgments were

⁴ The Debtors reserve the right to dispute the amount of asserted by Banco Popular. The amounts due listed herein are based solely on the Judgment.

“confessed” the Debtors were left without any ability to challenge Banco Popular’s right to a judgment. Nevertheless, the Debtors dispute that Banco Popular was entitled to the judgments or that the Judgment Amounts are correct.

18. On August 28, 2017, Banco Popular seized and repossessed certain Medallions owned by the Debtors (the “Seized Medallions”). Upon information and belief, due to the seizure, the Seized Medallions are currently suspended by the TLC.

Yellow Taxi Sales LLC

19. In addition to the UCC-1 Financing Statement filed by Banco Popular, Citibank, N.A. (“Citibank”) filed UCC-1 Financing Statements against Belvedere, Cognac, and Cuervo.

20. Citibank assigned its UCC-1 Financing Statements to Yellow Taxi Sales LLC (“YTS”). YTS is wholly owned and operated by Mr. Freidman.

RELIEF REQUESTED AND BASIS THEREFOR

21. By this Motion, the Debtors seek the preliminary and final use, as applicable, of cash collateral to preserve its assets so as to maintain and maximize its value for the benefit of all parties-in-interest. Simultaneously submitted herewith is a proposed interim order.⁵

22. Pursuant to section 363(a) of the Bankruptcy Code, cash collateral is defined as “cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents . . . and the proceeds thereof.” 11 U.S.C. § 363(a).

23. By operation of section 363(c)(2) of the Bankruptcy Code and Bankruptcy Rule 4001(b), a debtor may not use cash collateral unless the entity that has an interest in such cash

⁵ For purposes of this Motion only, the Debtors will assume Banco Popular is perfected in the Medallions, but dispute that the payments the Debtors receive for the use of the Medallions is, in fact, cash collateral. That notwithstanding, the Debtors are prepared to make the “Judgment Reduction Payments,” which corresponds with the amounts the Debtors receive on account of the lease payments, provided Banco Popular is agreeable to the terms of the proposed Order included with this Motion. As set out below, the Debtors submit that Banco Popular interest in the Medallions is adequately protected without any such payment. Should Banco Popular refuse to agree to the form of an Order, the Debtors are prepared to demonstrate that Banco Popular is adequately protected and seek authority to continue to use the Medallions without any payments during the course of these Chapter 11 cases.

collateral consents, or until the Court authorizes the use of cash collateral after notice and a hearing and upon a finding that the interest of the secured party is adequately protected.

24. Although “adequate protection” is not defined in the Bankruptcy Code, courts generally describe it as “a balancing of the debtor’s and a creditor’s respective harm,” see In re Carson, 34 B.R. 502, 505 (Bankr. D. Kan. 1983) (citation omitted), and the legislative history of section 361 of the Bankruptcy Code reflects congressional intent to give courts flexibility to fashion adequate protection in light of the facts of each case and general equitable principles. In re 5-Leaf Cover Corp., 6 B.R. 463, 466 (Bankr. S.D. W. Va. 1980).

25. In addition, section 361 of the Bankruptcy Code sets forth three (3) non-exclusive⁶ methods of how an interest in property may be adequately protected, stating as follows:

When adequate protection is required under section 362, 363, or 364 of this title of an interest of an entity in property, such adequate protection may be provided by—

(1) requiring the trustee to make a cash payment or periodic cash payments to such entity, to the extent that the stay under section 362 of this title, use, sale, or lease under section 363 of this title, or any grant of a lien under section 364 of this title results in a decrease in the value of such entity's interest in such property;

(2) providing to such entity an additional or replacement lien to the extent that such stay, use, sale, lease, or grant results in a decrease in the value of such entity’s interest in such property; or

(3) granting such other relief, other than entitling such entity to compensation allowable under section 503(b)(1) of this title as an administrative expense, as will result in the realization by such entity of the indubitable equivalent of such entity's interest in such property.

⁶ The adequate protection mechanisms enumerated by Bankruptcy Code section 361 are not exhaustive. See In re Miller, 734 F.2d 1396 (9th Cir. 1984); In re Family Place Partnership, 95 B.R. 166 (Bankr. E.D. Cal. 1989).

11 U.S.C. § 361.

26. The “interest” of a secured creditor which is entitled to be protected is the value of the secured creditor’s allowed secured claim; that is, the amount of the secured creditor’s claim up to the value of the collateral upon which the secured creditor has a lien as of the relevant valuation date. In re Shriver, 33 B.R. 176, 181 (Bankr. N.D. Ohio 1983); In re South Village, Inc., 25 B.R. 987, 994 (Bankr. D. Utah 1982). The alleged secured creditor is only entitled to assurance that the value of its lien will not decrease as a result of the automatic stay and, if it does, that it will receive something as compensation for the decrease. In re Ramco Well Service, Inc., 32 B.R. 525, 531 (Bankr. W.D. Okla. 1983). Therefore, where the value of the collateral is not declining, a debtor need not do anything for the secured creditor as it is adequately protected. Id.; accord In re Price, 40 B.R. 578, 580 (Bankr. N.C. Tex. 1984).

27. In the present matter, the Debtors’ secured creditor will be adequately protected during the pendency of the Debtors’ bankruptcy cases. As set forth in the First Day Declaration, each medallion is valued at approximately \$200,000. Each Debtor owns two medallions, both of which are alleged to be collateral securing Banco Popular’s indebtedness. There is nothing to suggest that there will be any diminution in the value of Banco Popular’s collateral during the reorganization process. The Medallions, unlike most types of collateral, will not depreciate as a result of the use thereof. Finally, Banco Popular is also protected by the Guarantees of the Debtors’ principal, Evgeny Freidman. Accordingly, Banco Popular is adequately protected based on the above.

28. Moreover, although not required as a means to “adequately protect” Banco Popular, on a going-forward basis the Debtors are also agreeable to turning over to Banco Popular revenues it generates from the leasing of the Medallions. As set forth in the First Day

Declaration, the Debtors receive \$1,300 per month per medallion in income. The interim Order proposes to pay \$1,300 per medallion per month to Banco Popular in judgment reduction payments while the case is pending, provided Banco Popular agrees to the terms of the proposed Order included with this Motion (or such other terms as Banco Popular and the Debtors agree). If Banco Popular is not agreeable to the terms of the proposed Order, the Debtors are prepared to demonstrate that Banco Popular is adequately protected without the judgment reduction payments and that the Debtors' use of the Medallions will not result in any diminution in Banco Popular's interest therein.

29. Moreover, because Banco Popular holds a judgment against the Debtors, it is also significant to note that the Debtors are no longer obligated to make payments under the loan documents, as the loan documents merged into the judgment. In re A & P Diversified Techs. Realty, Inc., 467 F.3d 337, 341 (3d Cir. 2006) (holding that under the merger doctrine "a contract is deemed to merge with the judgment, thereby depriving a plaintiff from being able to assert claims based on the terms and provisions of the contractual instrument."). That notwithstanding, and despite the fact that Banco Popular is no longer entitled to its normal debt service payments, the interim Order proposes to pay \$1,300 per medallion per month to Banco Popular in judgment reduction payments while the case is pending (the "Judgment Reduction Payments"), again if the parties can agree to the terms of the proposed form of cash collateral order.

30. Because Banco Popular may, in fact, have a lien on all of the Debtors' Medallions by virtue of Doral Bank's filed UCC-1 financing statement, the Debtors are prepared to enter into the proposed Order accompanying this Motion. By way of summary, the pertinent terms of the proposed Order include the following:

a. The Debtors shall be authorized to use the Collateral of Banco Popular, including the Medallions (as those terms are defined in the Order), subject to the terms of the Order.

b. As adequate protection for use of the Collateral, Banco Popular shall be entitled to the following:

(i) Banco Popular is granted a replacement perfected security interest under 11 U.S.C. § 361(2): (i) only to the extent such use results in a diminution of its interest in the Collateral; (ii) only to the extent such pre-petition liens are valid; and (iii) with the same priority in the post-petition collateral and proceeds thereof of the Debtors that Banco Popular held in the pre-petition Collateral.

(ii) The replacement lien and security interest granted in the proposed Order is automatically deemed perfected upon entry of the Order without the necessity of Banco Popular taking possession of its Collateral or filing financing statements, mortgages or other documents.

(iii) The Debtors shall maintain all necessary insurance as required pursuant to any such rule and regulation of the New York City Taxi & Limousine Commission.

(iv) To the extent that the adequate protection provided through the Order is insufficient to protect Banco Popular's interest in the cash collateral, Banco Popular shall have a super priority administrative expense claim, pursuant to 11 U.S.C. § 507(b), senior to any and all claims against the Debtors under 11 U.S.C. § 507(a)(2), whether in this proceeding or in any succeeding proceeding, subject only to fees of the United States Trustee.

c. Subject to certain terms and conditions set forth in the Order, on or before the tenth (10th) day of each calendar month (commencing in September 2017), the Debtors shall remit to Banco Popular the Judgment Reduction Payments, which Judgment Reduction Payments shall total in the aggregate, with respect to all of the Debtors, \$65,000 per month.

31. The Debtors are prepared to make the Judgment Reduction Payments only if they can reach accord on a proposed form of Order with Banco Popular. The Debtors submit that Banco Popular's interest in the Medallions is adequately protected even without those payments because, for example, the Debtors' use of the Medallions, in and of itself, does not cause any depreciation in that asset or otherwise result in any diminution in the value thereof. To the extent Banco Popular is unwilling to agree with the other terms and conditions associated with the Judgment Reduction Payments, the Debtors will seek authority to use the Medallions over the objection of Banco Popular, demonstrating, of course, that Banco Popular is otherwise adequately protected. In that regard, the Debtors will not use the lease payments (other than for the required U.S. Trustee quarterly fees) or further Order of the Court. Instead, the Debtors will place the leasing fees received into the Debtors' bank accounts, for use in connection with a plan of reorganization. Again, Banco Popular is not entitled to any payments. Here, adequate protection payments are unnecessary because there is no diminution of value of the Medallions as a result of the Debtors' use of the Medallions. In re Energy Future Holdings Corp., 546 B.R. 566, 581 (Bankr. D. Del. 2016) ("The purpose of adequate protection 'is to protect a secured creditor from diminution in the value of its interest in the particular collateral during the period of use by the debtor.'") (citations omitted). Notwithstanding, the Debtors expect to generate revenue streams of \$1,300 per medallion per Debtor and are prepared to turn over that revenue to

Banco Popular as Judgment Reduction Payments if Banco Popular is agreeable to the form of Order included with this Motion (or some other terms that the Debtors and Banco Popular may be agreeable to).

32. Due to the way the Debtors' operations are structured, the Debtors have minimal expenses for which cash collateral would need to be utilized. Indeed, as set forth in the First Day Declaration, a majority of the expenses of the Debtors' business are covered by the non-Debtors that operate the Medallions. Those revenues, to the extent they are cash collateral, will solely be used to pay the Judgement Reduction and U.S. Trustee fees (or as otherwise permitted by the Court). In order to successfully reorganize, the Debtors require the use of the Medallions, but the Debtors use of the Medallions themselves, through leasing them to non-Debtor parties, does not necessarily require "use" of cash collateral. Even still, the Debtors dispute that the amounts received from the leasing of the Medallions constitute cash collateral, but there is no need to litigate that issue now. As noted above, the Debtors are prepared to use the entirety of the lease payment to make payments to Banco Popular and for no other purpose (other than as otherwise permitted by the Court and for quarterly fees). In other words, absent consent, and until there is a determination of whether the lease payments are cash collateral, the Debtors will not use the proceeds from the leasing of the Medallions – other than for U.S. Trustee fees and as otherwise approved by the Court if the parties cannot come to terms on the form of a cash collateral Order. They will simply use the collateral, *i.e.*, the Medallions, as to which Banco Popular is adequately protected.

33. A denial of the use of that collateral will severely harm the Debtor at a critical time, effectively hindering its ability to reorganize. The Debtors are prepared to discuss with all of its creditors the development of both a financial and operational restructuring plan. The

authority to use the Medallions and any alleged cash collateral (in accordance with the Order or as otherwise permitted by this Court) will enable the Debtors to engage in those discussions and accomplish their reorganization, while operating in the ordinary course.

TIMING AND NOTICES

34. The Debtors respectfully seek a two-part hearing process.

35. First, pursuant to Bankruptcy Rule 4001(b)(2), the Debtors seek a preliminary hearing on the use of Cash Collateral on less than fifteen (15) days' notice.

36. Second, the Debtors seek a final hearing on at least fifteen (15) days' notice. At a minimum, the Debtors propose to give notice pursuant to Bankruptcy Rule 4001(b)(1) and (3) to (i) the Office of the United States Trustee for the District of New Jersey; (ii) the Debtors' twenty largest unsecured creditors; (iii) all secured creditors; (iv) any other parties claiming an interest in the Cash Collateral; and (v) those parties who filed a notice of appearance and request for service of pleadings in this chapter 11 case pursuant to Bankruptcy Rule 2002, if any. In light of the nature of the relief requested herein, the Debtors submits that no other or further notice is required.

NO PRIOR REQUEST

37. No prior application for the same or similar relief has been made to this or any other Court.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court (i) enter an interim order, substantially in the form submitted herewith, authorizing the use of alleged cash collateral on an interim basis; (ii) enter a final order, substantially in the form submitted herewith, authorizing the use of alleged cash collateral on a final basis; and (iii) grant such other and further relief as the Court deems just and proper.

**TRENK, DiPASQUALE,
DELLA FERA & SODONO, P.C.**
*Proposed Attorneys for Debtors
and Debtors-in-Possession*

By: /s/ Joseph J. DiPasquale
Joseph J. DiPasquale

Dated: August 30, 2017

4815-5164-2957, v. 2