

**ROBINSON BROG LEINWAND GREENE  
GENOVESE & GLUCK P.C.**

875 Third Avenue  
New York, New York 10022  
A. Mitchell Greene  
*Attorneys for the Debtor and Debtor in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:

Chapter 11

**E. 9<sup>TH</sup> STREET HOLDINGS LLC,**

Case No.: 17-23141-rdd

Debtor.

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**APPLICATION OF THE DEBTOR PURSUANT TO  
SECTION 327(e) OF THE BANKRUPTCY CODE AND RULE 2014 OF  
THE FEDERAL RULES OF BANKRUPTCY PROCEDURE  
FOR AUTHORIZATION TO EMPLOY AND RETAIN  
BEDFORD SOUMAS LLP AS SPECIAL LITIGATION COUNSEL TO THE DEBTOR**

E. 9<sup>th</sup> Street Holdings LLC (the “Debtor”), by its counsel, Robinson Brog Leinwand Greene Genovese & Gluck P.C., submits this application (the “Application”) for an Order pursuant to section 327(e) of Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) authorizing Debtor’s retention of Bedford Soumas LLP (“Bedford”) as its special litigation counsel effective as of the petition date. In support of the Application, Debtor respectfully refers the Court to the Declaration of Cyril K. Bedford (the “Bedford Declaration”), which is attached hereto and is being submitted concurrently with this Application. In further support of the Application, Debtor respectfully represents as follows:

### **Summary of Requested Relief**

1. As set forth in more detail herein and as more fully set forth in the Bedford Declaration, this Application seeks approval of Debtor's retention of Bedford as its special litigation counsel to represent the Debtor in any landlord/tenant disputes that may arise in the operation of the Debtor's business.

### **Background**

2. On July 21, 2017 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy.

3. 8. The Debtor owns and operates a residential apartment building located at 332 East 9th Street (the "Property") in the east village neighborhood of Manhattan, New York. The Property is encumbered by a mortgage to E Village Lender. The Debtor defaulted on its mortgage obligation resulting in the commencement of an action to foreclose the mortgage in the Supreme Court, State of New York, County of New York under Index No. 654410/2017.

### **Jurisdiction**

4. This Court has jurisdiction over this application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of these proceedings is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory bases for the relief sought herein are sections 327(e), 330 and 331 of the Bankruptcy Code and Bankruptcy Rule 2014(a).

### **Relief Requested**

6. By this Application, Debtor seeks authority to employ and retain Bedford as its special litigation counsel to handle any landlord/tenant disputes that may arise in the operation of the Debtor's business. The Debtor respectfully requests the entry of an order, effective as of the

Petition Date, pursuant to section 327(e) of the Bankruptcy Code and Bankruptcy Rule 2014 authorizing it to employ and retain Bedford as its special litigation counsel.

7. While the majority of the Debtor's tenants do not create any problems that require litigation, from time to time, the need may arise where the Debtor must engage special litigation counsel to perform services related specifically to landlord/tenant law, which the Debtor's current bankruptcy counsel may not be equipped to handle. Specifically, there may be times where rent demands may need to be made to a non-paying tenant or litigation may need to be commenced to evict a holdover tenant. Bedford has significant experience in assisting landlords, such as the Debtor, with problematic tenants. The Debtor submits that retaining Bedford will assist them in operating the Property and maximizing the value of the Debtor's estate by enforcing tenant obligations and, worst-case scenario, evicting a non-paying tenant so that the apartment can be re-rented. The Debtor submits that as Robinson Brog is primarily focused on the restructuring the Debtor's business, a firm like Bedford is better suited to handling any issues with respect to the Debtor's tenants.

8. Except as may be stated herein and in the annexed Bedford Declaration, Bedford has not at any time represented any other entity in connection with this case. Bedford shall not represent any other entity in connection with this case while it acts as special litigation counsel to Debtor. The Bankruptcy Code provides that a debtor, with court approval, may employ for a specified special purpose, an attorney that has represented the Debtor if it is in the best interest of the estate and if such attorney does not represent or hold any interest adverse to the debtor or the estate with respect to the matter on which such attorney is to be employed. 11 U.S.C. § 327(e).

9. The Debtor believes that Bedford does not hold or represent any interest adverse to Debtor in respect of the matters upon which it is to be engaged and that Bedford's employment is necessary and in the best interests of the Debtor's estate and creditors.

10. The Debtor believes that Bedford is well qualified to act as its special litigation counsel due to their experience in the area of landlord/tenant law.

11. Except as provided herein and in the Bedford Declaration, Bedford has not otherwise or previously acted as counsel to Debtor in any other matters

12. Based upon the foregoing, Bedford submits it does not hold or represent an interest adverse to Debtor with respect to the matters on which it is requesting to be retained, as provided by §327(e) of the Bankruptcy Code.

#### **Professional Compensation**

13. Subject to Court approval in accordance with section 330(a) of the Bankruptcy Code, compensation will be payable to Bedford on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by Bedford.

14. Bedford is requesting to be paid fees and expenses pursuant to the schedule attached as **Exhibit A** to this application. The hourly rates set forth in the attached schedule are subject to periodic adjustments to reflect economic and other conditions. Other attorneys and paralegals may from time to time serve the Debtor in connection with the matters herein described.

15. The Debtor requests that Bedford be allowed compensation for its services at its usual and customary rates and reimbursement for its expenses in accordance with the Debtor's proposed interim compensation order, which is pending before this Court, and sections 330 and 331 of the Bankruptcy Code upon submission of appropriate application and court approval.

**No Adverse Interest and Disclosure of Connections**

16. To the best of the Debtor's knowledge and as otherwise disclosed in the Bedford Declaration submitted concurrently herewith, Bedford has not represented the Debtor, its creditors, equity security holders, or any other parties in interest, or their respective attorneys, in any matter relating to the Debtor or its estate.

17. To the best of the Debtor's knowledge, Bedford does not hold or represent any interests adverse to Debtor and its estate in connection with the matters on which Bedford is requesting to be employed.

**Notice**

18. The Debtor has provided notice of this application to: (i) the U.S. Trustee; (ii) the Debtor's secured creditor; (iii) the Debtor's 20 largest unsecured creditors; and (iv) all other parties that have requested service in these cases pursuant to Bankruptcy Rule 2002.

WHEREFORE, Debtor respectfully requests entry of an order, pursuant to section 327(e) of the Bankruptcy Code and Bankruptcy Rule 2014, authorizing Debtor to employ and retain Bedford as its special litigation counsel effective as of the Petition Date and for such other and further relief as is just and proper.

Dated: New York, New York  
November 30, 2017

ROBINSON BROG LEINWAND GREENE  
GENOVESE & GLUCK P.C.  
Counsel to Debtor  
875 Third Avenue  
New York, New York 10022

By: /s/ A. Mitchell Greene  
A. Mitchell Greene

**EXHIBIT A**

BEDFORD SOUMAS LLP

PRICE LIST 2017

Prepared exclusively for East 9<sup>th</sup> Holding LLC

**LANDLORD TENANT LITIGATION:**

**Non Payment Summary Proceeding**

**A) Residential**

**Rent demand/FDCA** \$175.00, plus actual cost of service

**Notice of petition/petition** \$350.00, plus actual cost of service and cost of index #

**Court Appearances hourly** \$375.00 hr

**B) Commercial**

**Rent demand/FDCA** \$275.00, plus actual cost of service

**Notice of petition/petition** \$350.00 plus actual cost of service and index #

**Court Appearances hourly** \$450.00 hr

**Holdover Summary Proceeding**

**C) Residential**

**Preliminary notice(s)** \$275.00, each plus actual cost of service

**Notice of petition/petition** \$350.00, plus actual cost of service and index #

**Court Appearances hourly** \$450.00 hr

**D) Commercial**

**Preliminary notice(s)** \$275.00, plus actual cost of service

**Notice of petition/petition** \$350.00, plus actual cost of service and index #

**Court Appearances hourly** \$450.00 hr

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**\*\*\*\*NP & HO Warrant Requests** \$140.00 (includes one notice service, plus any additional Marshal/eviction costs)

**E) HP Proceedings and Administrative Proceedings (DHCR, LOFT, ECB, DOB, etc.)**-These proceedings will be billed hourly from **\$350 to \$450** hr based upon the complexity of the case/matter and experience of the assigned attorney.