#### UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK

PRESENTMENT DATE: May 15, 2014

In Re:

# LONG BEACH MEDICAL CENTER et al.

Debtors.

### NOTICE OF PRESENTMENT OF MOTION FOR RELIEF FROM AUTOMATIC STAY PURSUANT TO 11 U.S.C. SECTION 362(d)(1)

Chapter 11 Case Nos. 14-70593-AST 14-70597-AST (Jointly Administered)

SIRS:

PLEASE TAKE NOTICE, that an Order will be presented for signature to the Honorable Alan S. Trust located at the Long Island Federal Courthouse, 290 Federal Plaza, Courtroom No. 960, Central Islip, New York 11722 on May 15, 2014 on behalf of Ford Motor Credit Company LLC as agent for CAB East, LLC. The proposed Order will seek to vacate the automatic stay imposed by 11 U.S.C. Section 362 with regard to one (1) 2011 Ford F150 (V.I.N. 1FTFW1EF1BFC99185) and one (1) 2011 Ford Explorer (V.I.N. 1FMHK8D88BGA67463), a copy of which Order is annexed hereto. If you have good reason to object to the granting of the proposed Order, you must do so in writing and at least seven (7) business days before the Order is to be signed, you must serve the undersigned and all other entities to whom this motion has been noticed, as indicated below with a copy of your objections stating both the legal grounds and the facts which establish the reasons for your objections. The objections shall identify the motion to which they are addressed by name of moving party, date of hearing, relief sought by the motion, and by title, caption, and index number of the case in which the motion is made. Within that same time you must also file with the Clerk of the Court the original of your objections together with proof by affidavit, admission or otherwise that copies have been properly served. Please be advised that if an objection is timely filed to the relief requested, or if the Court determines that a hearing is appropriate, the Court will schedule a hearing. Notice of such a hearing will be provided by the applicant.

If no objections are filed, the Court may sign the Order without further proceedings, or may direct that the hearing be held notwithstanding the absence of objections.

DATED: April 21, 2014 Latham, New York

Yours, etc.

/s/ Martin A. Mooney\_ Martin A. Mooney, Esq. (MM 8333) SCHILLER & KNAPP, LLP Attorneys for Creditor Ford Motor Credit Company LLC as agent for CAB East, LLC 950 New Loudon Road, Suite 109 Latham, NY 12110 Tel. (518) 786-9069 Email: mmooney@schillerknapp.com

TO: Burton S. Weston, Esq. Attorney for Debtor Long Beach Medical Center Garfunkel Wild, P.C. 111 Great Neck Road Great Neck, NY 11021

> United States Trustee United States Bankruptcy Court Long Island Federal Courthouse 560 Federal Plaza, Room 560 Central Islip, New York 11722-4456

Long Beach Medical Center fka Long Beach Memorial Hospital (Debtor) and Long Beach Memorial Nursing Home, Inc. (Jointly Administered Debtor) 445 E. Bay Drive Long Beach, NY 11561 Deloitte Transactions and Business Analytics LLP (Financial Advisor) 1633 Broadway, 35<sup>th</sup> Floor New York, NY 10019

GCG, Inc. (Claims Agent) 190 S. LaSalle Street, Ste. 1925 Chicago, IL 60603

Phillip A. Greenberg, Esq.Attorney for The Risk Management Planning Group, Inc. (Creditor)10 Park Avenue, Ste. 2ANew York, NY 10016

Official Committee of Unsecured Creditors (see attached list)

Suzanne Hepner, Esq. Attorney for 1199SEIU National Benefit Fund for Health and Human Services Employees, et al (the "Funds") (Creditor) and 1199SEIU United Healthcare Workers East (Creditor) Levy Ratner PC 80 Eighth Avenue, 8<sup>th</sup> Floor New York, NY 10011

Zimmet Bieber, Esq. Attorney for Amerisource Bergen Drug Corp. (Creditor) 437 Madison Avenue, 40<sup>th</sup> Floor New York, NY 10022

Akshara Kannan, Esq. Attorney for Anthony Arslan (Creditor) Samatha Benjamin (Creditor) Michael Nguyen (Creditor) Christie Leal (Creditor) Dipesh Patel (Creditor) Weiss Zarett, Brofman & Sonnenklar, P.C. 3333 New Hyde Park Road New Hyde Park, NY 11042 Matthew Cory Williams, Esq. Attorney for Chem Rx Pharmacy Services, LLC (Creditor) Fultz Maddox Hovious & Dickens PLC 101 S. Fifth Street, 27<sup>th</sup> Floor Louisville, KY 40202

Gerard R. Luckman, Esq. Attorney for City of Long Beach (Interested Party) Silverman Acampora LLP 100 Jericho Quadrangle Ste. 300 Jericho, NY 11753

Thomas A. McFarland, Esq. Department of Health and Human Services (Creditor) U.S. Attorneys Office, EDNY 610 Federal Plaza, 5<sup>th</sup> Floor Central Islip, NY 11722-4454

Michael D. Brofman, Esq. Attorney for Lee Edwards (Creditor) Weiss, Zarett, Brofman & Sonnenklar P.C. 3333 New Hyde Park Road, Suite 211 New Hyde Park, NY 11042

Michael Eric Berman, Esq. Attorney for Elaine Peck. vs. Long Beach Medical Center (Creditor) 270 Shore Road #11 Long Beach, NY 11561

Arthur Goldstein, Esq. Attorney for First Central Savings Bank (Creditor) Spizz Cohen & Serchuk, PC 425 Park Ave., 5<sup>th</sup> Floor New York, NY 10022

Frank F. McGinn, Esq. Attorney for Iron mountain Information Management, LLC (Creditor) Bartlett Hackett Feinberg PC 155 Federal Street, 9<sup>th</sup> Floor Boston, MA 02110 Elisa M. Pugliese, Esq. Attorney for KJeySpan Gas East Corporation d/b/a National Grid (Creditor) PSEG Long Island LLC (Creditor) Cullen and Dykman LLP 44 Wall Street New York, NY 10005

Robert M. Hirsh, Esq. Attorney for Medline Industries, Inc. (Interested Party) Arent Fox 1675 Broadway New York, NY 10019

Debra Welsh, Esq. Attorney for Modern Medical Systems (Creditor) Bondi & Iovino 1055 Franklin Avenue, Suite 206 Garden City, NY 11530

Joshua Pepper, Esq. Attorney for New York State Department of Health (Creditor) New York State Law Dept. 120 Broadway New York, NY 10271

Enid Nagler Stuart, Esq. Attorney for New York State Department of Health (Creditor) Office of the Attorney General State of New York 120 Broadway New York, NY 10271

Jonathan L. Flaxer, Esq. Attorney for New York State Housing Finance Agency (Creditor) Golenbock Eiseman Assor Bell & Peskoe 437 Madison Avenue New York, NY 10022 Deborah Kall Schaal, Esq. Attorney for Nissan Motor Acceptance Corporation (Creditor) Gordon and Schaal LLP 1039 Monroe Avenue Rochester, NY 14620

Michael L. Schein, Esq. Attorney for NorthStar Recovery Services, Inc. and its affiliates (Creditor) Vedder, Price, Kaufman & Kammholz, P.C. 1633 Broadway, 47<sup>th</sup> Floor New York, NY 10019

Merrill Boone, Esq. Attorney for Pension Benefit Guaranty Corporation (Creditor) Pension Benefit Guaranty Corp. 1200 K Street NW Washington, DC 20005

Brett D. Fallon, Esq. Attorney for Quest Diagnostics Incorporated (Creditor) Morris James LLP 500 Delaware Avenue, Suite 1500 P.O. Box 2306 Wilmington, DE 19899-2306

Meng Cheng, Esq. Attorney for Roland's Electric, Inc. (Creditor) Zisholtz & Zisholtz LLP 170 Old Country Road, Suite 300 Mineola, NY 11501

Frank A. Oswald, Esq. Attorney for South Nassau Communities Hospital (Interested Party) Togut Segal & Segal LLP One Penn Plaza, Suite 3335 New York, NY 10118 Michael S. Amato, Esq. Attorney for South Shore Family Medical Associates (Interested Party) Ruskin Moscou Faltisckek PC 1425 RXR Plaza East Tower, 15<sup>th</sup> Floor Uniondale, NY 11556-1425

Phillip A. Greenberg, Esq. Attorney for The Risk Management Planning Group, Inc. (Creditor) 10 Park Avenue, Ste. 2A New York, NY 10016 Official Committee of Unsecured Creditors Long Beach Medical Center – 14-70593-AST

Lauren Catherine Kiss, Esq. Klestadt & Winters LLP 570 Seventh Avenue, 17<sup>th</sup> Floor New York, NY 10018

Klestadt & Winters, LLP 292 Madison Avenue, 17<sup>th</sup> Floor New York, NY 10017-6314

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### UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK

In Re:

# LONG BEACH MEDICAL CENTER et al.

Debtors.

#### **PRESENTMENT DATE: May 15, 2014**

## MOTION FOR RELIEF FROM AUTOMATIC STAY PURSUANT TO 11 U.S.C. SECTION 362(d)(1)

Chapter 11 Case Nos. 14-70593-AST 14-70597-AST (Jointly Administered)

Ford Motor Credit Company LLC as agent for CAB East, LLC, a creditor in the above-captioned

bankruptcy case, by its counsel, SCHILLER & KNAPP, LLP, as and for a Motion for Relief from

Automatic Stay pursuant to 11 U.S.C. §362(d)(1), states the following as grounds therefor:

1. On February 19, 2014, the debtor, above-named, filed a Voluntary Petition in Bankruptcy

under Title 11, Chapter 11, U.S.C., in the United States Bankruptcy Court for the Eastern District of New York.

2. The Court has jurisdiction to entertain this motion under 28 U.S.C. §157.

3. Ford Motor Credit Company LLC as agent for CAB East, LLC (hereinafter "FMCC") is the record owner of the following:

one (1) 2011 Ford Edge (V.I.N. 2FMDK4JC8BBA82889) (Vehicle I) and one (1) 2011 Ford Explorer (V.I.N. 1FMHK8D88BGA67463) (Vehicle II)

(hereinafter "property").

4. Pursuant to 11 U.S.C. §362, upon the commencement of the instant bankruptcy case, FMCC is stayed from taking any action against the debtor to obtain possession of the leased property.

LEASE I

5. On February 18, 2011, Tower Ford Inc. (hereinafter "dealer"), as lessor and the debtor, as lessee entered into a Retail Lease Agreement (hereinafter "Lease I") pursuant to which the debtor leased

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Vehicle I from the dealer at the rate of \$411.53 per month for a term of thirty-eight (38) months, commencing on February 18, 2011. A copy of the Lease and certificate of title are annexed hereto as Exhibit "A" and made a part hereof.

6. Upon information and belief, the debtor continues to enjoy the use and possession of Vehicle I.

7. Pursuant to the terms and provisions thereof, and for good and valuable consideration, Lease I was duly assigned by the dealer to FMCC, which is now the holder and owner of same. As of April 21, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease as follows:

- a. Net balance due: \$20,057.06
- b. The contractual monthly payment is \$411.53.
- c. Post-petition contractual arrears: monthly payment of \$411.53 for February and March, 2014, together with applicable late charges.
- d. Total post-petition arrears: \$823.06
- e. Lease matured on April 18, 2014.

8. FMCC requests an award of reasonable costs and attorney's fees pursuant to the terms of the underlying Lease as may be allowed by the Court.

9. FMCC has ascertained that the wholesale value of the property is NINETEEN THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$19,325.00) based on NADA Used Car Guide's estimated value of the property in average condition.

#### <u>LEASE II</u>

10. On May 31, 2011, Syosset Ford Lincoln of Huntington (hereinafter "dealer"), as lessor and the debtor, as lessee entered into a Retail Lease Agreement (hereinafter "Lease II") pursuant to which the debtor leased Vehicle II from the dealer at the rate of \$599.94 per month for a term of thirty-six (36)

months, commencing on May 31, 2011. A copy of the Lease and certificate of title are annexed hereto as Exhibit "B" and made a part hereof.

11. Upon information and belief, the debtor continues to enjoy the use and possession of Vehicle II.

12. Pursuant to the terms and provisions thereof, and for good and valuable consideration, Lease II was duly assigned by the dealer to FMCC, which is now the holder and owner of same. As of April 21, 2014, the debtor was in default of its payment obligations to FMCC pursuant to the terms and conditions of the Lease as follows:

- a. Net balance due: \$24,209.76
- b. The contractual monthly payment is \$599.94.
- c. Post-petition contractual arrears: monthly payment of \$599.94 for February and March, 2014, together with applicable late charges.
- d. Total post-petition arrears: \$823.06
- e. Lease matured on April 31, 2014.

13. FMCC requests an award of reasonable costs and attorney's fees pursuant to the terms of the underlying Lease as may be allowed by the Court.

14. FMCC has ascertained that the wholesale value of the property is TWENTY-THREE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$23,925.00) based on NADA Used Car Guide's estimated value of the property in average condition.

15. Pursuant to the terms and conditions of the Leases, upon the failure of the Lessee to cure any default thereunder, which include non-payment of rental charges, FMCC is entitled to immediate possession of the property.

16. 11 U.S.C. §362(d) provides for circumstances under which the Court may terminate, annul, modify, or condition the automatic stay. Specifically, 11 U.S.C. §362(d)(1) and (2), provide:

- "(d) On request of a party in interest and after a notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying or conditioning such stay
  - for cause, including the lack of adequate protection of an interest in property of such party in interest; or
  - (2) with respect to a stay of an act against property under subsection (a) of this section, if
    - (A) the debtor does not have an equity in such property; and
    - (B) such property is not necessary to an effective reorganization."

17. Debtor's failure to make payments is a default under the Leases constituting cause for termination of the stay to allow the creditor to protect its interests in the property, which is depreciating.

18. It is respectfully asserted that FMCC's interest in the property will not be adequately protected if the automatic stay is allowed to remain in effect.

19. Sufficient cause exists to grant FMCC relief from the automatic stay which includes the following:

- a. The debtor is in default under the terms and conditions of the Leases by, among other things, failing to make the monthly payments due thereunder.
- b. The ownership interests of FMCC with respect to the property is not adequately protected as envisioned under 11 U.S.C. §361.
- c. The property, by its intrinsic nature, is mobile, thereby subject to foreseeable possibility of injury thereto by way of accident or collision.

20. No prior application for the relief requested herein has been made.

WHEREFORE, Ford Motor Credit Company LLC as agent for CAB East, LLC respectfully requests that pursuant to 11 U.S.C. §362 the Court issue an Order granting FMCC relief from automatic

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stay in order to obtain possession and dispose of its property and for such other and further relief as to the Court may seem just and proper.

DATED: April 21, 2014

# FORD MOTOR CREDIT COMPANY LLC AS AGENT FOR CAB EAST, LLC

By Its Counsel

/s/ Martin A Mooney Martin A. Mooney, Esq. (MM 8333) SCHILLER & KNAPP, LLP 950 New Loudon Road, Suite 109 Latham, New York 12110-2100 Tel (518) 786-9069 E-Mail: mmooney@schillerknapp.com

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Case 8-14-7059	3-ast Doc 143-1	Filed 04/22/14	Entered 0	4/22/14	14:57:06
	VEHIC	E MAINTENANCE INCUDANCE AND LICE	1		

20. VEHICLE USE AND SUBLEASING You will not use, or parmit others to use the VANICA (a) invitation of any two, (b) contrary to be providens of any insurance policies covering the VANISe, (c) costace the states where first tilled or registered for more than 30 days without Finance Company's written corsert, (c) outside the fulled States, except for less than 30 days in Canada or Mexico or (e) as a private or public carrier, You will keep the lesse and Vahide free of all liens and event hardes with not assign or sublesse any interest in the Vahicle or lesse without Finance Company a virtual consert. INSURANCE AND USE. 34 VEHICE: NEURANCE You must insure the Vehicle and the Holders as all form on the first dights lease under item 15. Vehicle insurance Minimums." If the salaw where You titleregister the Vehicle establishes higher Vehicle insurance Minimums than those listed on the front of this lease. You must indure in Vehicle and Holder at the amounts require stabilishes higher Vehicle Issurance Minimums than those simply the establishes higher Vehicle Issurance Minimums than those simply the higher amounts. These amounts are minimum requirements and may not be sufficient to protect Your asets. You should consult You to you and the sufficient of your to determine if additional insurance coverage is right for You. NUMBER VARANTES I the values is not a second and the second and th You spee that France Company part life a claim under the insurance of the second secon 27. VENCE MAINTENANCE AND OPERATING COSTS Proper Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following: the owner's manual and maintenance schoolub, documenting maintenance promoved, and making all needed repairs. You are also responsible for diaryu, dentified in the Lasso Services section under the terms of a separate agreement. (See Lessor Services, Item 18) S RETURNED INSURANCE PREVIOUS AND SERVICE CONTRACT CHARGES This leads may contain charges for insurance, service chain benefits under these contracts. Unless prohibited by law, France chain benefits under these contracts. Unless prohibited by law, France Company may upon default or termination cancel these contracts to to aubritude my returned from the encount of uso were the service of the service of the encount of the returned the France Company. RETURNED CHECK CHARGE You agree to pay a returned check charge of \$20 for each check, draft, or other order of payment that is dishonored for any reason. 1.1 ENDING YOUR LEASE H LEASE (Itim 7d), plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess water and use and allowed by two if 10% of the and the and the and the and allowed by two if 10% of the and and the angle of the angle of the the tolowing (a) the lease and purchase option price (Item 10) lease (b) all other amounts then due under the lease (a) purchase to any all other amounts then due under the lease (b) purchases of the obcuments) for all allowed by use. 27. TERMINATION This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, or another place designated by Finance Company, and (c) the payment by You of all amounts owed under this lease. Finance Company may cancel this lease if You default. lease if You default. 28. RETURN OF VEHICLE If You do not buy the Vehicle at lease and. You 29. RETURN OF VEHICLE If You do not buy the Vehicle at lease and the please. Prior to the achedule term of the Vehicle, You may be requested to present the Vehicle for inspection at a reasonable time and location. Upon return of the Vehicle, You must pay the dispection tag. If any is shown on the thort of the lease under after You resclude termination day. You will be extended to the fail or eturn the Vehicle of the short of the lease under the fail or eturn the Vehicle of the thort of the lease under the fail or eturn the Vehicle You must pay the will not allow to use the the vehicle. 20 DEFINITION OF TERMS Unpair Adjusted Capital Cast II You have a <u>Monthly Extended</u> With the Adjusted Capitalized Castellars of costs an annount that Same with the Adjusted Capitalized Cast and is reduced each month on the due date by the difference between the Base Monthly Payment and the part of the Ref Charge earter of the Intha month on a actural basis. If You have an <u>Advance Payment Lease</u>, the Unpaid, Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost less the Base Payment. This amount is increased each month on the due date by the part of the Rent Charge earned in that month on an actuartil basis. will not allow You to keep the Vehicle.
8.6 STANADBCF FOR EXCESS WEAR AND USE You are reaponsible for all regarins to the Vehicle that are not the result of normal wear and use. These regarins include, but are not limited to those necessary to regarin or replace. (d) Three which are unmatched, unsale or have less than of the second transmission. The second transmission of the second offects or major induction. If the second transmission of the second defects or major inductions (d) these prints. This and Galia, burner or work in or on the vehicle when delivered, including owner's manual, and (f) All Camege which work be evered by collision or comprehensive insurance whether or not such insurance is actually in force original Equipment Marinducture park. Your use or prain of the Yehele major in originated the second prediction or comprehensive major and the second prediction of the second prediction of the insurance warranty. If You have not had the repairs made will pay the second prediction of regaring warranty and on print estimated costs of vehicles, we if the regairs are not made prior to Hodder's sale of the Vehicle. In both cases, rent charges are earned when due. Lessor or Finance Company will provide You with an explanation of the actuarial method upon request. The Market Wholesale Value will be: (a) an ancout agreed b by Yoo Fael Market Wholesale value will be: (a) an ancout agreed b by Yoo resized at the wholesale calls of the Vehick, as detormined by a professional agreed at botten of the value of Yoor express within 10 days from termination from an independent third party agreeable to Finance amount received by Finance Company, Hotder or its designated intermediary upon the sale of the Vehick at wholesale or other commercially reasonable manner. mace prior to hotoer's sale of the Vehicle. Volumitary Early termination AND RETURN THE VEHICLE You may terminate this lease sarily. If You are not in default and You satisfy Your early termination obligation, You must shum the and You must pay the following: (a) the amount by which the Unpaid Adjunto Capitized Cost exceeds the Vehicle's Far Market Whotesale Value, play (b) all other amounts than due under the lease (except for Yourse) the following of the Vehicle's Far Market Whotesale Yourse and the Vehicle's Far Market Whotesale Value access the Unpaid Adjusted Capitalized Cost, You will receive a cell for the difference. Monthly Payment II You have a <u>Monthly Payment Lease</u>, Monthly Payment is the Total Payment (item 7m). If You have an <u>Advance</u> <u>Payment Lease</u>, Monthly Payment is the Total Payment (item 7m) divided by the Lease Term in Monthe (item 7n). Base Monthly Payment II You have a <u>Monthly Payment Lease</u>, Base Monthly Payment is the Base Payment (item 7i), If You have an <u>Advance</u> <u>Payment Lease</u>, Base Monthly Payment is the Base Payment (item 7i) divided by the Lease Term in Months (item 7n). 33. CONTACT NUMBER FOR FINANCE COMPANY Please contact Finance Company at the telephone number or website listed on the front of this lease if You have any questions regarding terminating Your lease or purchasing the Vehicle. Alternatively. You may chose to satisfy Your linancial obligation under this section upon Vehicle return if You pay the following: (a) the unpaid remaining Monthly Payments, plus (b) any charges for excess wear and use and mileage, plus (c) all other amounts then due under the lease. 34. YOUR ODOMETER OBLIGATIONS Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement. EARLY TERMINATION MAY REQUIRE YOU TO PAY A SUBSTANTIAL CHARGE. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VENCLE You may purchase the Venicle from the Lessor of a party Venice of the Venice II You have a *Monthy Paryment* Lesse, you must put the following: (a) the Unpack Adjusted Capitalized Cost, plus (b) the amount by which the lesse and purchase option price (lime 10) access the Residual Value If the odometer is at any time incertative, You will provide us with reasonable evidence of the Vehich's actual mileage at whice ratura. If You are unable to do so, You will pay us our originate of any reduction of the Vehich's extual mileage. DEFAULT AND LC S OF VEHICLE The value which could be realized at the wholesale sale of the Vehicle, at Your optich will be: (a) then at amount necknow by Find tass context with the solution of the solu 35. DEFAULT You will be in default if (a) You fail to make any payment when due, or (b) is barkruppy pelition is file der you ragainst You, or (c) any governmental autority seizes the Vehicle and does not promptly and unconditionally release the Vehicle 10 You, or (c) You have provided fails or mislaading material information when applying for this lesse, or (e) You fail to see pary other agreement in this lesse. If You easied the Vehicle primarily (or personal, fairly or household Would and Would State (State) (State) (State) (State) (State) Monthly Payments, France Company will allow You an opportunity to use the destaul and reinstate the Lesse by paying all passible Monthly Payments and definiculancy dragate, pilos & \$10 interstatement less and redelivery within twenthive days allow twenthen notice is action to You. France Company is only obligated to offer You this reinstatement right once during the torm of this Lesse. Theft Conflictation or Destruction of Vehicle II the Vehicle is stolen, conflictated or destroyed, You will not owe the difference between (a) the Unpaid Adjusted Capitalized Cast, and (b) the Actual Cash Value or the Vehicle. You will gay to Thance Conflict the Actual Cash Value or the Vehicle, plus (c) all other amounts due under this lesse (except charges for excess wear and use and mittege). <u>A construction</u> of the Vehicle will be the cash value of the Vehicle mendication prior to its them, contectation or destruction (e) as determined by the Laseva's insurance contrainy, or (b) in the event You have failed, to obtain or maintain the insurance required under the Laseva, the Vehicle's relat value determined by the applicable vehicle gonatal guide published by the NADA. Official Used Car Guide® Company. ADDITIONA ORMATION ADDITIONA 37. ASSIGNMENT AND ADMINISTRATION when You and Lessor sign this lease, Lessor will assign it to Holder. Finance Company, of a substitute will deminister this lease. You must the nay, in U.S. finds, all amounts due under this lease to Finance Company. If Finance Company as its agent, As agent of Holder, Finance Company, all the second second second second second second second company as its agent, As agent of Holder, Finance Company, all the second second second second second second second company as its agent, As agent of Holder, Finance Company has the power to act on Holder's behalf to administry, enforce, and defend this lease. If Lessor has agreed to region remaintain the Holder, Chance and its anarce or perform any other Service, You will look only to the Lessor for these services. 41. SECURITY DEPOSIT Your security deposit may be used by Finance Company to pay all amounts that You fail to pay under this Lease. You will not receive any interest, profits or other earnings on Your security deposition. 42. SERVICING AND COLLECTION You agree that Creditor SERVICING AND COLLECTION You agnos that Creditor, Creditor's diffilities, egents and service provider may monitor, and record telephone calls regarding your account to assure the quality of our service of to christ reasons. You allow goresely concert and agnose that Creditor, Creditor's atilitizes, signifies and service providers may mose to be a service of the christ context of the service of the christ service of the christ service and the service of the christ service of the service of the christ service of the christ service service at the christ service of the servic 38. TAXES You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's ör Holder's income taxes). You will pay these amounts even if they are-assessed after lease end. 39. TITLING The Vehicle will be titled in the name of Holder. There may be a lienholder listed as well. You will register the Vehicle as directed by Finance Company. You will pay all license, title and registration costs. by Finance Company. You will pay all licensie, title and registration costs. INDEMNTY You will indemnify and hold harmess Lessor. Finance Company and Holder and their assigns from any loss of admape to the Vehicle and its contents and rifer all claims, losses, hip/rife, expending the second second second second second second second second you are responsible to promptly paying all fines and fictors, including parking tickets, imposed on the Vehicle or its driver. If both a Lesson and Co-Lesson second the licens, contrary is pinify and severally liable for the payment of these fires and takets. If You do not pay, You which by the your provide the second second second second unless prohibited by the fire your second second second unless prohibited by the for your your how youth fine. Itelet, or penalty that must be paid on Your behalt. 43. CONSUMER REPORTS You authorize Finance Company and Holder to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this lease.<sup>1</sup> 44. GENERAL Except as otherwise provided by the law of the state where, You reside, the law that will apply to this leaks is the law of the state leaks. It has an except the law of the state where, leaks it has does not allowed will be void. The rest of this leaks, the ones that are not allowed will be void. The rest of this lease will still be valid. READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY ARBITRATION CompanyHolder ("Lu" or "we") each, a "Pany") may control to the control of the contract decided by athinton. Such Dams include talk are not limited to any losser 10 CampanyHolder ("Lu" or "we") each, a "Pany") may choose at any time, including attra a lawsait is filed, to have any Claim valued to this contract decided by athinton. Such Dams include talk are not limited to any losser 10 CampanyHolder ("Lu" or "we") each, a "Pany") may choose at any time, including attra a lawsait is filed, to have any Claim valued to this contract decided by athinton. Such Dams include talk are not limited to any losser 10 Campany between You and us, our employees, agents, auccessors, asedyas, abdidaties, or difficulty endings to your application for credit, this contact, or any resulting transaction or relationship, indu-ring that with the dealer, or any such relationship with third parties who do not sign this contract. RIGHTS YOU AND WE AGREE TO GIVE UP If either You or we choose to arbitrate a Claim, then You and we agree to waive the following rights: I DU SU SUBSI DE MENERAL WHETHER BYAN JUDGE OF JUNK DE LE MAN BY DUGE OF JUNK DE MENERAL : ÷ Right You And We Do Not Give Up: If a Claim is arbitrated. You and we will continue to have the following rights, without waiving this arbitration provi-tion as to any Claim." I hight to like insurrupuri you cur; 2 Right to endroce the ownership interest in the vehicle, whether by repossession or through a count of two; 3) Right to like logal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator acceeded is automicity. excervous is automoty. You may choose the organization to conduct the arbitration subject to our approval. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a collicit between the Rules and this contract, this contract shall govern. This contract is subject to the "Section About the arbitration Action U.S.C. § 1 et source and the Foreign Hules of Evidence. The arbitration decision shall be in writing with a supporting continn. Judgement upon the avaid rendered by the arbitrator may be entered in any court having jurisdiction. We will pay Your total reasonable arbitration fees and arbitration fraction arbitration arbitration fees and arbitration fees arbitration arbitration fees and arbitration fees and arbitration fees arbitration fees and arbitration fees arbitration arbitration fees arbitration arbitration arbitration arbitration arbitration arbitration fees arbitration arbitration fees arbitra

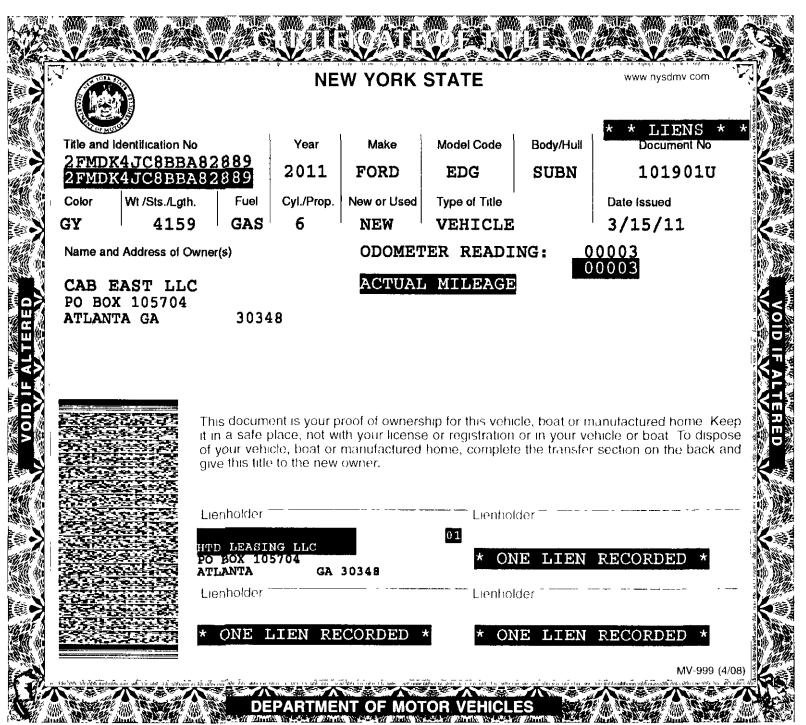
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CAB EAST LLC PO BOX 105704 ATLANTA GA 30348

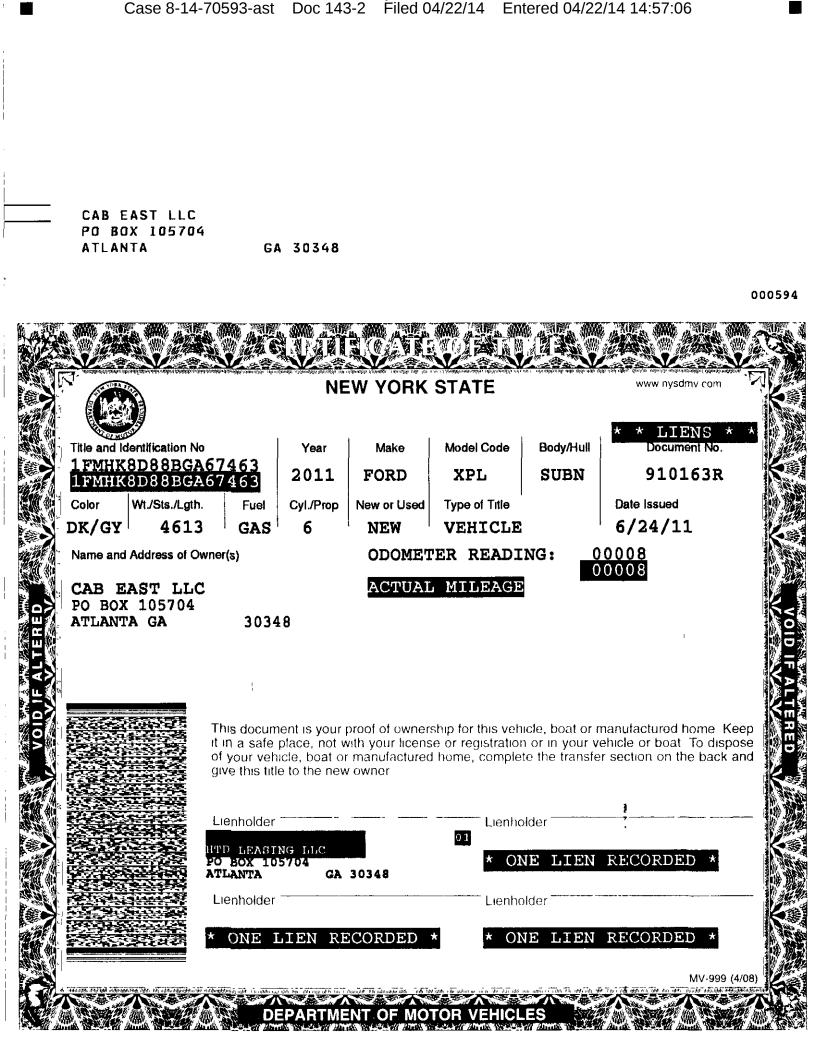
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#### Case 8-14-70593-cast and Doc 143-28 VEHELE CAST 4922/14 14:57:06

Finance Company" is		ACH MEDICAL CE T BAY DR ACH NY 11564 N	ASSAU		333 WEST JERICHO TU HUNTINGTON, NY	N OF HUNTING RNPIKE 11743		
		CREDIT COMPANY	The	"Holder" is _	CAB EAST LLC	and it		
Care Addendum, it any, If Your payment schedul	attached to this lea le is shown in Item	ase. 2(a), You entered into	a "Monthly	Payment Leas	e."	and the terms o		
If Your payment schedul New/Used	e is shown in Item Mileage at De	2(b), You entered into	an <u>"Advanc</u>	e Payment Lo	ase." nicle Identification Number	Vehicle		
NEW	8	Exp2 drek			1HK8D88BGA67463	BUSINESS		
You state that this Vehicle		ily for: Agriculture	family or ho al, business	usehold use or commercial i	use } Initial:Les			
1. Amount Due At	2. Payments	ay not apply if this agree	ement indical	es You are leas	sing the Vehicle primarily for agricult rges (not part of Your monthly			
Lease Signing or Delivery (Itemized Below) *	(a) Monthly Pay Your first monthl	ments # payment.of \$5!	99.94	payment)	300 (not part of Your monthly	<ol> <li>Total of Paym (The amount You paid by the end of</li> </ol>		
(Refilled Below)	is due on 35 the 30111		dowed by	Disposition fee (if You do				
	the 301H of Your monthly	out of cuoin greed.						
	(b) Advance Pay	ment		I/A	N/A			
2392.44	Your Payment of N	×A			N / A	22200		
\$	The total of Your	payment is \$ * Itemization of A	N/A Amount Due	at Lease Sic	Total \$N/A	\$23390.		
5. Amounts Due At Lea	ase Signing or De				e Amount Due At Lease Signing o	or Delivery will be p		
a. Capitalized cost reduc	tion		695.00		de-in allowance	s		
<ul> <li>b. First monthly payment</li> <li>c. Advance payment</li> </ul>			599.94 N/A	c. Amount	s and noncash credits I to be paid in cash	<u>100</u> 139		
<ul> <li>d. Refundable security d</li> <li>e. Title fees</li> </ul>	leposit		N/A N/A	<u>_</u>				
f. Registration fees g. Acquisition fee hN/A			145.20 N/A	-				
UPERONT TAXES			N/A -60.20	-				
N/A N/A			N/A N/A	_				
NY Tire Was			12.50 N/A	_				
		10101 0	392.44 ment is dete	mined as sh	own below:	Total \$239		
a. Gross capitalized co	st. The agreed up	on value of the Vehicle	(\$414	34.00_)	and any items You pay over the le	ease		
term (such as service (Itemized below - Item	contracts, insuran	ce, and any outstanding	g prior credi	or lease bala	nce)	s <u>420</u>		
the gross capitalized of	cost				edit, or cash that You pay that red	_ 16		
c. Adjusted capitalized	cost. The amount	used in calculating You	ur base pay	ment	r base payment	= 403		
e. Depreciation and an	y amortized amor		arged for the	Vehicle's dea	cline in value through normal use	1/8		
. Rent charge. The among. Total of base payme	ount charged in ad	dition to the depreciatio	on and any a	mortized amo		± <u>37</u> 215		
h. Lease payments. The Base payment						÷5		
. Sales / Use tax	· · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·				+		
M/A m. Total payment						··· +		
n. Lease term in month						·· •		
					. The charge may be up to severa lease, the greater this charge is			
if You terminate Your leas 10. Purchase Option at E lease end purchase opti	on price. You have		default or th plus officia	e credit is less fees and taxe		fee if allowed by la		
option price if You are not 11. Other Important Term late and default charges, i	e early, exercise an End of Lease Term ion price. You have t in default, ms. See Your lease insurance, and any s	the option to purchase t documents for additional security interests, if applic	e default or the plus officia the Vehicle a l information cable.	e credit is less fees and taxe t the end of the on early termin	than \$1.00. s, and a reesonable documentary a lease term from a party designated nation, purchase option and mainten	fee if allowed by la d by the Holder for th ance responsibilities,		
14 You terminate Your leas 10. Purchase Option at E lease end purchase opti- option price if You are not 11. Other Important Termi- fate and default charges, i 12. STATE DISCLOSUME GROSS CAPITALIZED / COST and the amount on ADJUSTED CAPITALIZED ADJUSTED CAPITALIZED / ADJUSTED CAPITA	the early, exercise an End of Lease Term ion price. You have in default, ms. See Your lease insurance, and any s RES The following s <u>COST</u> is the sum of of the rental payme <u>ED COST</u> is the s	the option to purchase t documents for additional security interests, if applic are descriptions of the <b>G</b> of the <b>ADJUSTED CAP</b> Int may be negotiable, smount which is capital mining your early term	default or the plus official the Vehicle a l information cable. GROSS CAP ITALIZED C ized in comm	e credit is less i fees and taxe t the end of the on early termin PITALIZED CC OST and any tection with th	than \$1.00. Is, and a reasonable documentary e lease term from a party designated	fee if allowed by is d by the Holder for th ance responsibilities, IZED COST, disclor N. The GROSS CAF		
Vou terminate Your leas 10. Purchase Option at I lease end purchase opti- polion price II You are not 11. Other Important Term ate and default charges; I 2. STATE DECLOSUE GROSS CAPITALIZED ( COST and the amount O COST a	te early, exercise an End of Lease Term ion price. You have t in default. ms. See Your lease insurance, and any s RES The following a <u>COST</u> is the sum d the rental payme <u>ED COST</u> is the a fill be used in dete competing lessors	the option to purchase t documents for additional security interests, if applic are descriptions of the G of the ADJUSTED CAPI in may be negotiable, amount which is capital irmining your early term.	default or the plus official the Vehicle a l information cable. GROSS CAS ITALIZED C ized in com- ination liabi	e credit is less i fees and taxe t the end of the on early termin <b>TTALIZED CC</b> <b>OST</b> and any tection with th ity. The <b>ADJU</b> <b>16. OPTION</b>	than \$1.00. s, and a reasonable documentary lease term from a party designate halon, purchase option and mainten- trand this ADJUSTED CAPITAL CAPITALIZED COST REDUCTION Is lease and is used in determinin STEO CAPITALIZED COST meducation INSURANCE These coverage IAL INSURANCE These coverage	fee if allowed by is d by the Holder for the ance responsibilities, IZED COST, disclost N. The GROSS CAF g the amount of yo be used to compar- es are not required		
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Y ou leminate You lease     to 2 version at a     to 2 version at a     to 2 version at a set of the set	ie early, exercise an End of Lasse Term on price. You have in default. ms. See Your lease insurance, and any in the following or the tollowing or the tollowing or the competing leasons matche is covered by and belowerant by of the Vehicle.	the option to purchase to documents for additional accursh interests, if applies accursh interests, if applies of the ADJUSTED CAPA of the ADJUSTED CAPA interesting and accurate interesting accurate and accurate any warranty, oxtended any warranty, oxtended any warranty, oxtended accurate accurate accurate any warranty, oxtended any warranty, oxtended accurate	a default or th plus officia linformation cable. 3ROSS CAF ITALIZED C ized in come ination liabi d warranty cturer	e credit is less i fees and taxe t the end of the on early termin PITALIZED CC OST and any tection with th ity. The ADJU	than \$100, s, and areasonable documentary s, and areasonable documentary testes term from a party designate halon, purchase option and mainten DST and the ADJUSTED CAPITAL CAPITALIZED COST REDUCTION testes and is used in determinin STED CAPITALIZED COST may ALL INSURANCE These coverage ALL INSURANCE THE ALL INSURANCE TO ALL INSUR	fee if allowed by la s by the Holder for th ance responsibilities, IZED COST, disclose g the amount of yo be used to compar- se are not required sign below. If insure in a notice given to '\ '(A um) (Insure		
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	the actual and re-delivery with Finance Comp once during the If You are in a back the Vehic Finance Comp the Vehicle Fi	reasonable costs of in twenty-five days iny is only obligated term of this Lease. efault, Finance Com le and sell it at a puny the right to go or en if Finance Comp	repossession, storage after written notice is to offer You this reinsti- pany may cancel this ublic or private sale. Y Your property to pear any retakes the Vehici	<ul> <li>pickup and sent to You.</li> <li>atement right</li> <li>s lease, take</li> <li>ou also give</li> <li>cefully retake</li> <li>de You must</li> </ul>		Theft, Confiscation or Destruct is stolen, confiscated or destroyed, between (a) the Unpaid Adjusted Actual Cash Value of the Vehicle. Yo (a) any past due Monthly Payment the Actual Cash Value of the Vehicle due unitor this lease (except char and mileage). Actual Cash Value of the Vehicle will	You will not owe the difference Capitalized Cost, and (b) the u will pay to Finance Company: is, plus (b) the amount of the cle, plus (c) all other amounts ges for excess wear and use		
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	this lease, Le substitute will a all amounts d Company is no Company as it power to act or lease. If Lesson insurance or pe for these servit	sor will assign it to dminister this lease. I under this lease the Holder of this lease the Holder's behalf to a has agreed to repair rform any other serv es.	b Holder. Finance Co You must then pay, ir to Finance Company ase, Holder has appoint Holder, Finance Comp dminister, enforce, and or maintain the Vehicl ice, You will look only to.	ompany or a n U.S. funds, y. If Finance nted Finance pany has the pany has the d defend this le, obtain any to the Lessor	42.	SECURITY DEPOSIT Your security of Company to pay all amounts that You will not receive any interest, profits or deposit(s). SERVICING AND COLLECTION You afiliates, agents and service provi telephone calls regarding your accou service or for other reasons. You also Creditor, Creditor's afiliates, agents writter, electronic or verbal means to co	other earnings on Your security u agree that Creditor, Creditor's ders may monitor and record int to assure the quality of our expressly consent and agree that and service providers may use vitact you. This concerct invideo		
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	OTHER RI	HTS THAT ARE A <u>(e Do Not Give Up</u> : m: 1) Right to file b ght to take legal ac	VAILABLE IN A LAW	SUIT		A CLASS MEMBER IN ANY CLA ntinue to have the following rights, will wmership interest in the vahicle, whet 4 / light to equest that a count of i	<ul> <li>+ 5.00</li> </ul>		
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### UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK

IN RE:

# LONG BEACH MEDICAL CENTER et al.

## AFFIDAVIT OF FACT AND <u>ATTORNEY AFFIRMATION</u>

Debtor.

Case Nos. 14-70593-AST 14-70597-AST (Chapter 11)

(Jointly Administered)

## STATE OF NEW YORK ) COUNTY OF ALBANY )

MARTIN A. MOONEY, ESQ., being duly sworn, deposes and says:

1. I am an attorney with the law firm of Schiller & Knapp, LLP, attorneys for Ford Motor Credit Company LLC as agent for CAB East LLC (hereinafter "FMCC"). FMCC is a foreign corporation, duly authorized to do business in the State of New York.

2. I am familiar with the facts and circumstances set forth in this Affidavit by reason of the review of the account statement provided by FMCC in the ordinary course of business.

3. This Affidavit is submitted pursuant to Local and in support of FMCC's Motion for Relief from the Automatic Stay in this case pursuant to 11 U.S.C. Section 362(d)(1).

#### <u>LEASE I</u>

4. A review of the account statement provided by FMCC reveals that the debtor is in default of her payment obligations to FMCC in that as of April 21, 2014, payments have not been made for the months of February and March, 2014. The net balance due and owing as of April 21, 2014 was \$20,057.06. Based upon the foregoing, FMCC seeks relief from the automatic stay so that it may obtain possession and liquidate the collateral, one (1) 2011 Ford Edge (V.I.N. 2FMDK4JC8BBA82889). The wholesale value of the collateral pursuant to the NADA Official Used Car Guide was \$19,325.00.

## LEASE II

5. A review of the account statement provided by FMCC reveals that the debtor is in default of her payment obligations to FMCC in that as of April 21, 2014, payments have not been made for the months of February and March, 2014. The net balance due and owing as of April 21, 2014 was \$24,209.76. Based upon the foregoing, FMCC seeks relief from the automatic stay so that it may obtain possession and liquidate the collateral, one (1) 2011 Ford Explorer (V.I.N 1FMHK8D88BGA67463). The wholesale value of the collateral pursuant to the NADA Official Used Car Guide was \$23,925.00.

6. I have read the Motion for Relief from the Automatic Stay dated April 21, 2014 and attest to the allegations set forth therein.

WHEREFORE, your deponent respectfully requests that the Court grant Ford Motor Credit Company LLC as agent for CAB East LLC's Motion for Relief from the Automatic Stay pursuant to 11 U.S.C. Section 362(d)(1); and for such other and further relief as to the Court may seem just and proper.

> /s/ Martin A. Mooney Martin A. Mooney, Esq., (EDNY Bar #8333)

Sworn to before me this 22nd day of April, 2014.

<u>/s/ Georgia C. Visconti</u> Notary Public-State of New York Qualified in Schenectady County No. 01V109010150 Commission Expires 3/30/18

#### UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK

In Re:

# LONG BEACH MEDICAL CENTER et al.

Debtors.

## MOTION FOR RELIEF FROM AUTOMATIC STAY PURSUANT TO 11 U.S.C. SECTION 362(d)(1)

Chapter 11 Case Nos. 14-70593-AST 14-70597-AST (Jointly Administered)

#### MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR RELIEF FROM THE AUTOMATIC STAY

Ford Motor Credit Company LLC as agent for CAB East LLC (hereinafter "FMCC") hereby submits the following memorandum of law in support of its motion for relief from the automatic stay to enforce its rights with respect to a certain Motor Vehicle Lease Agreements between FMCC and the debtor, Long Beach Medical Center, for relief from automatic stay, including, but not limited to, disposing of its property.

#### I. STATEMENT OF FACTS

On February 18, 2011, the debtor entered into a Motor Vehicle Lease Agreement (hereinafter "Lease") with Tower Ford Inc. (hereinafter "dealer") for the lease of one (1) 2011 Ford Edge (V.I.N. 2FMDK4JC8BBA82889).

On May 31, 2011, the debtor entered into a Motor Vehicle Lease Agreement (hereinafter "Lease") with Syosset Ford Lincoln of Huntington (hereinafter "dealer") for the lease of one (1) 2011 Ford Explorer (V.I.N. 1FMHK8D88BGA67463).

Pursuant to the terms and conditions of the Leases, the dealer retained an ownership interest in the property. Thereafter, the Leases, pursuant to its terms, was duly assigned by the dealer to FMCC for good and valuable consideration as set forth in the accompanying motion of FMCC.

#### II. ARGUMENT

#### Standards for Relief From the Automatic Stay and Co Debtor Stay

11 U.S.C. Section 362(d) provides for circumstances under which this Court may terminate, annul, modify, or condition the automatic stay. 11 U.S.C. Section 362(d)(1) and (2), provide:

- (d) On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying or conditioning such stay -
  - (1) for cause, including the lack of adequate protection of an interest in property of such party in interest;
  - (2) with respect to a stay of an act against property under subsection (a) of this section, if -
    - (A) the debtor does not have an equity in such property; and
    - (B) such property is not necessary to an effective reorganization."

The Court has held that "the grounds for relief from stay are presented in subsections (1), (2) and (3) in the disjunctive; thus, if any one subsections applies, the Court must grant a motion for relief from automatic stay." <u>In re Zeoli</u>, 249 B. R. 61, 63 (Bankr. S.D.N.Y. 2000). There is a shift in the burden of proof for motion for relief from the automatic stay "for cause". [(See <u>In re:</u> <u>Sonnax Indus., Inc., 907 F2d 1280,1285 (2d Cir., 1990)]</u>. The movant bears the initial burden of

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proof, but once a prima facie case is established, the debtor has the ultimate burden to show that cause does not exist. [See: In re: Burger Boys, Inc., 183 B.R. 682, 687 (Bankr. S.D.N.Y. 1994)].

The Debtor surrendered the property as required by the debt instrument and no further payments shall be made by the debtor. The Court has stated "[a] continued failure to make monthly payments under loan documents can constitute cause for granting relief from the automatic stay... Even when a slight equity cushion exists, this does not constitute adequate protection where post-petition interest is accruing, and the debtor is not able to pay expenses as they come due." In re Balco Equities Ltd., Inc., 312 B.R. 734, 749 (Bankr. S.D.N.Y. 2004). Therefore, because of the failure of the Debtor to make any further payments, FMCC's interest is not adequately protected constituting "cause" to terminate the automatic stay as it pertains to FMCC's interest.

The Court in, <u>In re Elmire Litho, Inc</u>., held that "[a] secured creditor who seeks relief from the automatic stay under §362(d)(2) must demonstrate (1) the amount of its claim, (2) that its claim is secured by a valid, perfected lien in property of the estate, and (3) that the debtor lacks equity in the property." 17 B.R. 892, 900 (Bankr. S.D.N.Y. 1994). In the motion submitted in support of the request for relief, the movant has set forth the facts necessary to support movant's request for relief from the automatic stay.

#### A. Lack of Payments is Cause

Debtor's failure to make monthly payments is cause for termination of the stay to allow the creditor to protect its interests in the property, which is depreciating.

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#### III. CONCLUSION

For the foregoing reasons, Ford Motor Credit Company LLC as agent for CAB East LLC respectfully requests that this Court make and enter its Order terminating the automatic stay as to FMCC with respect to the vehicle including but not limited to, taking possession of the vehicle, selling the same and applying the proceeds of sale to the obligations of Long Beach Medical Center to FMCC and allowing that surplus monies be directed to the trustee, and for such other and further relief as the Court deems proper.

Dated: Latham, New York April 21, 2014

SCHILLER & KNAPP, LLP Attorneys for Ford Motor Credit Company LLC as agent for CAB East LLC

By: <u>/s/ Martin A. Mooney</u> Martin A. Mooney, Esq. (MM 8333) SCHILLER AND KNAPP, LLP 950 New Loudon Road, Suite 109 Latham, New York 12110 (518) 786-9069 mmooney@schillerknapp.com

#### UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK

In Re:

LONG BEACH MEDICAL CENTER et al.

Debtors.

#### ORDER GRANTING RELIEF FROM AUTOMATIC STAY PURSUANT TO 11 U.S.C. SECTION 362(d)(1)

Chapter 11 Case Nos. 14-70593-AST 14-70597-AST (Jointly Administered)

Creditor, Ford Motor Credit Company LLC as agent for CAB East, LLC, having moved for an Order, pursuant to 11 U.S.C. §362(d)(1), authorizing relief from automatic stay, herein,

UPON the Notice of Motion and Motion for Relief from Automatic Stay, pursuant to 11 U.S.C. \$362(d)(1), dated April 21, 2014, together with the exhibits annexed thereto and due proof of service thereof, and upon all pleadings and proceedings heretofore had herein, and no opposition having been interposed, and due deliberation having been had thereon and good and sufficient cause appearing,

NOW, on Motion of Ford Motor Credit Company LLC as agent for CAB East, LLC, by its counsel, Schiller & Knapp, LLP, it is hereby

ORDERED, that pursuant to 11 U.S.C. §362(d)(1) that the Motion of creditor, Ford Motor Credit Company LLC as agent for CAB East, LLC, for Relief from Automatic Stay is granted; and it is further

ORDERED, that the automatic stay instituted upon the filing of the petition for an Order for relief by the debtor is terminated in that it shall not apply to any action by creditor, Ford Motor Credit Company LLC as agent for CAB East, LLC, to obtain possession and dispose of its property in accordance with applicable law; namely, one (1) 2011 Ford Edge (V.I.N. 2FMDK4JC8BBA82889) and one (1) 2011 Ford Explorer (V.I.N. 1FMHK8D88BGA67463).

### UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK

In Re:

# LONG BEACH MEDICAL CENTER et al.

Debtors.

STATE OF NEW YORK ) ) ss COUNTY OF ALBANY )

#### **AFFIDAVIT OF SERVICE**

Chapter 11 Case Nos. 14-70593-AST 14-70597-AST (Jointly Administered)

MARTIN A. MOONEY, being duly sworn, deposes and says (she/he) is over the age of 18 years, is not a party to this action and resides in Schenectady, New York

On the 22nd day of April, 2014, I served a copy of the Notice of Motion and Motion for Relief from Automatic Stay Pursuant to 11 U.S.C. Section 362(d)(1) (with attached proposed Order), upon the following parties who have either requested service by electronic means or are deemed to have requested same, in accordance with FRBP 9036, as hereinafter set forth:

Burton S. Weston, Esq. Attorney for Debtor Garfunkel, Wild & Travis, P.C. 111 Great Neck Road - 5th Floor Great Neck, New York 11021 Email: <u>bweston@gwtlaw.com</u>

> Suzanne Hepner, Esq. Attorney for 1199SEIU National Benefit Fund for Health and Human Services Employees, et al (the "Funds") (Creditor) and 1199SEIU United Healthcare Workers East (Creditor) Levy Ratner PC 80 Eighth Avenue, 8<sup>th</sup> Floor New York, NY 10011 shepner@levyratner.com

United States Trustee United States Bankruptcy Court Long Island Federal Courthouse 560 Federal Plaza, Room 560 Central Islip, New York 11722-4456 Email: <u>USTPRegion02.LI.ECF@usdoj.gov</u> Akshara Kannan, Esq. Attorney for Anthony Arslan (Creditor) Samatha Benjamin (Creditor) Michael Nguyen (Creditor) Christie Leal (Creditor) Dipesh Patel (Creditor) Weiss Zarett, Brofman & Sonnenklar, P.C. 3333 New Hyde Park Road New Hyde Park, NY 11042 akannan@weisszarett.com

Matthew Cory Williams, Esq. Attorney for Chem Rx Pharmacy Services, LLC (Creditor) Fultz Maddox Hovious & Dickens PLC 101 S. Fifth Street, 27<sup>th</sup> Floor Louisville, KY 40202 mwilliams@fmhd.com

Gerard R. Luckman, Esq. Attorney for City of Long Beach (Interested Party) Silverman Acampora LLP 100 Jericho Quadrangle Ste. 300 Jericho, NY 11753 efilings@spallp.com

Thomas A. McFarland, Esq. Department of Health and Human Services (Creditor) U.S. Attorneys Office, EDNY 610 Federal Plaza, 5<sup>th</sup> Floor Central Islip, NY 11722-4454 thomas.mcfarland@usdoj.gov

Michael D. Brofman, Esq. Attorney for Lee Edwards (Creditor) Weiss, Zarett, Brofman & Sonnenklar P.C. 3333 New Hyde Park Road, Suite 211 New Hyde Park, NY 11042 mbrofman@weisszarett.com Michael Eric Berman, Esq. Attorney for Elaine Peck. vs. Long Beach Medical Center (Creditor) 270 Shore Road #11 Long Beach, NY 11561 <u>michael@meberman.com</u>

Arthur Goldstein, Esq. Attorney for First Central Savings Bank (Creditor) Spizz Cohen & Serchuk, PC 425 Park Ave., 5<sup>th</sup> Floor New York, NY 10022 agoldstein@scsnylaw.com

Frank F. McGinn, Esq. Attorney for Iron mountain Information Management, LLC (Creditor) Bartlett Hackett Feinberg PC 155 Federal Street, 9<sup>th</sup> Floor Boston, MA 02110 ffm@bostonbusinesslaw.com

Elisa M. Pugliese, Esq. Attorney for KJeySpan Gas East Corporation d/b/a National Grid (Creditor) PSEG Long Island LLC (Creditor) Cullen and Dykman LLP 44 Wall Street New York, NY 10005 epugliese@cullenanddykman.com

Robert M. Hirsh, Esq. Attorney for Medline Industries, Inc. (Interested Party) Arent Fox 1675 Broadway New York, NY 10019 Hirsh.robert@arentfox.com

Debra Welsh, Esq. Attorney for Modern Medical Systems (Creditor) Bondi & Iovino 1055 Franklin Avenue, Suite 206 Garden City, NY 11530 dwelsh@bondiandiovino.com Joshua Pepper, Esq. Attorney for New York State Department of Health (Creditor) New York State Law Dept. 120 Broadway New York, NY 10271 Joshua.pepper@ag.ny.gov

Enid Nagler Stuart, Esq. Attorney for New York State Department of Health (Creditor) Office of the Attorney General State of New York 120 Broadway New York, NY 10271 Enid.stuart@ag.ny.gov

Jonathan L. Flaxer, Esq. Attorney for New York State Housing Finance Agency (Creditor) Golenbock Eiseman Assor Bell & Peskoe 437 Madison Avenue New York, NY 10022 jflaxer@golenbock.com

Deborah Kall Schaal, Esq. Attorney for Nissan Motor Acceptance Corporation (Creditor) Gordon and Schaal LLP 1039 Monroe Avenue Rochester, NY 14620 dschaal@rochester.rr.com

Michael L. Schein, Esq. Attorney for NorthStar Recovery Services, Inc. and its affiliates (Creditor) Vedder, Price, Kaufman & Kammholz, P.C. 1633 Broadway, 47<sup>th</sup> Floor New York, NY 10019 <u>mschein@vedderprice.com</u> Merrill Boone, Esq. Attorney for Pension Benefit Guaranty Corporation (Creditor) Pension Benefit Guaranty Corp. 1200 K Street NW Washington, DC 20005 Boone.merrill@pbgc.gov

Brett D. Fallon, Esq. Attorney for Quest Diagnostics Incorporated (Creditor) Morris James LLP 500 Delaware Avenue, Suite 1500 P.O. Box 2306 Wilmington, DE 19899-2306 bfallon@morrisjames.com

Meng Cheng, Esq. Attorney for Roland's Electric, Inc. (Creditor) Zisholtz & Zisholtz LLP 170 Old Country Road, Suite 300 Mineola, NY 11501 mchenglaw@yahoo.com

Frank A. Oswald, Esq. Attorney for South Nassau Communities Hospital (Interested Party) Togut Segal & Segal LLP One Penn Plaza, Suite 3335 New York, NY 10118 frankoswald@teamtogut.com

Michael S. Amato, Esq. Attorney for South Shore Family Medical Associates (Interested Party) Ruskin Moscou Faltisckek PC 1425 RXR Plaza East Tower, 15<sup>th</sup> Floor Uniondale, NY 11556-1425 mamato@rmfpc.com and upon the following parties whose name(s) are hereinafter set forth by depositing a true and correct copy of the Notice of Motion and Motion for Relief from Automatic Stay Pursuant to 11 U.S.C. Section 362(d)(1) (with attached proposed Order) properly enclosed in post-paid wrapper in the Official depository maintained and exclusively controlled by the United States Post Office, which copy is directed to said parties at the address set after their respective names, that being the address within the state designated by them for that purpose, to wit:

Long Beach Medical Center (Debtor) 445 E Bay Drive Long Beach, New York 11561

> Long Beach Medical Center fka Long Beach Memorial Hospital (Debtor) and Long Beach Memorial Nursing Home, Inc. (Jointly Administered Debtor) 445 E. Bay Drive Long Beach, NY 11561

Deloitte Transactions and Business Analytics LLP (Financial Advisor) 1633 Broadway, 35<sup>th</sup> Floor New York, NY 10019

GCG, Inc. (Claims Agent) 190 S. LaSalle Street, Ste. 1925 Chicago, IL 60603

Zimmet Bieber, Esq. Attorney for Amerisource Bergen Drug Corp. (Creditor) 437 Madison Avenue, 40<sup>th</sup> Floor New York, NY 10022

Phillip A. Greenberg, Esq. Attorney for The Risk Management Planning Group, Inc. (Creditor) 10 Park Avenue, Ste. 2A New York, NY 10016 Official Committee of Unsecured Creditors (see attached list)

> /s/ Martin A. Mooney Martin A. Mooney, Esq. (MM 8333)

Sworn to before me on this 22nd day of April, 2014.

<u>/s/ Georgia C. Visconti</u> Notary Public-State of New York Qualified in Schenectady County No. 01V109010150 Commission Expires 3/30/18 Official Committee of Unsecured Creditors Long Beach Medical Center – 14-70593-AST

Lauren Catherine Kiss, Esq. Klestadt & Winters LLP 570 Seventh Avenue, 17<sup>th</sup> Floor New York, NY 10018

Klestadt & Winters, LLP 292 Madison Avenue, 17<sup>th</sup> Floor New York, NY 10017-6314

Sean C. Southard, Esq. Klestadt & Winters 570 Seventh Avenue, 17<sup>th</sup> Floor New York, NY 10018

Fred Stevens, Esq. Klestadt & Winters 570 Seventh Avenue, 17<sup>th</sup> Floor New York, NY 10018