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11 **UNITED STATES BANKRUPTCY COURT**  
 12 **EASTERN DISTRICT OF CALIFORNIA**  
 13 **SACRAMENTO DIVISION**

14 In re:  
 15 ECS REFINING, INC.,  
 16 Debtor.

Case No. 18-22453-D-11  
 Chapter 11  
 DC NO. KLG-2

**OMNIBUS OBJECTION TO (1) SIXTH  
 EMERGENCY MOTION FOR ORDER  
 AUTHORIZING THE USE OF CASH  
 COLLATERAL PURSUANT TO 11 U.S.C.  
 § 363; (2) CHAPTER 11 TRUSTEE'S FIRST  
 OMNIBUS MOTION TO REJECT  
 CERTAIN EXECUTORY CONTRACTS  
 AND UNEXPIRED LEASES EFFECTIVE  
 AS OF JUNE 29, 2018; (3) CHAPTER 11  
 TRUSTEE'S MOTION FOR AUTHORITY  
 TO ABANDON THE ESTATE'S INTEREST  
 IN PERSONAL PROPERTY; (4)  
 SUMMITBRIDGE NATIONAL  
 INVESTMENTS V LLC'S MOTION FOR  
 LIMITED RELIEF FROM THE  
 AUTOMATIC STAY; AND (5)  
 SUMMITBRIDGE NATIONAL  
 INVESTMENTS V LLC'S MOTION TO  
 CONVERT FROM A CHAPTER 11 CASE  
 TO A CHAPTER 7 CASE; AND  
 LANDLORD'S DEMAND FOR  
 IMMEDIATE ADEQUATE PROTECTION  
 OF ITS INTERESTS**

1           **TO THE HONORABLE ROBERT S. BARDWIL, UNITED STATES BANKRUPTCY**  
2           **JUDGE, THE CHAPTER 11 TRUSTEE AND OTHER PARTIES IN INTEREST:**

3           Prologis, L.P. ("Prologis" or the "Landlord"), a creditor and lessor in the above-captioned  
4 bankruptcy case, hereby files its Omnibus Objection to (1) Sixth Emergency Motion For Order  
5 Authorizing The Use Of Cash Collateral Pursuant To 11 U.S.C. § 363; (2) Chapter 11 Trustee's First  
6 Omnibus Motion To Reject Certain Executory Contracts And Unexpired Leases Effective As Of June  
7 29, 2018; (3) Chapter 11 Trustee's Motion For Authority To Abandon The Estate's Interest In  
8 Personal Property; (4) Summitbridge National Investments V LLC'S Motion For Limited Relief From  
9 the Automatic Stay; and (5) Summitbridge National Investments V LLC'S Motion To Convert From  
10 a Chapter 11 Case To a Chapter 7 Case; and Landlord's Demand for Immediate Adequate Protection  
11 of Its Interests (the "Omnibus Objection"). In support of its Omnibus Objection, Prologis  
12 respectfully states as follows:

13           1.       On July 15, 2016, ECS Refining, Inc. ("ECS" or the "Debtor"), as lessee, and  
14 Prologis, as lessor, entered into a certain Lease Agreement (as amended, the "Lease"). Pursuant to  
15 the terms of the Lease, the Debtor leased from Prologis approximately 9,519 square feet of  
16 warehouse space, commonly known as 1240 Bell Ranch Drive, Santa Fe Springs, California 90670  
17 (the "Leased Premises"). A true and correct copy of the Lease is attached to the Declaration of the  
18 Landlord's property manager, Ann Nelson ("Nelson Decl."), which was earlier filed with the Court  
19 on June 28, 2018 [Docket No. 241] as Exhibit "A" thereto and is incorporated herein for all purposes.

20           2.       On April 24, 2018 (the "Petition Date"), ECS filed its Voluntary Petition under  
21 chapter 11 of the Bankruptcy Code commencing the above-captioned bankruptcy case (the "Case").

22           3.       On May 2, 2018, this Court appointed W. Donald Gieseke as chapter 11 trustee for the  
23 Debtor's estate (the "Chapter 11 Trustee"). Since his appointment, the Chapter 11 Trustee has  
24 continued in possession of the Debtor's assets and has continued to operate the Debtor's business.

25           4.       It should be noted that the Chapter 11 Trustee's activities involve the collection and  
26 generation of materials, including electronics and electronic waste, which are hazardous materials<sup>1</sup>.

27 \_\_\_\_\_  
28 <sup>1</sup> Pursuant to 28 U.S.C. § 959, "... a trustee, receiver, or manager appointed in any cause pending in any court of the United States, including a debtor in possession, shall manage and operate the

1 Such materials are collected and stored at the Leased Premises, along with about nine (9) other  
2 collection facilities operated by the Chapter 11 Trustee, prior to shipment to processing centers.

3 5. On June 27, 2018, the Chapter 11 Trustee filed his Fifth Emergency Motion For An  
4 Interim Order (1) Authorizing the Use of Cash Collateral Pursuant to 11 U.S.C. § 363; (2) Scheduling  
5 a Final Hearing; and (3) Granting Related Relief (the "Fifth Cash Collateral Motion"). As noted  
6 above, the Chapter 11 Trustee announced that he would be shutting down the business immediately  
7 and proceeding with a wind down of its operations. The Court set the Fifth Cash Collateral Motion,  
8 on a final basis, for hearing on July 17, 2018 at 10:30 am (Pacific).

9 6. In connection with the Fifth Cash Collateral Motion, Prologis asked the Court to enter  
10 an order (i) compelling the Chapter 11 Trustee to immediately cease and desist from accepting more  
11 materials on the Leased Premises and immediately remove and properly dispose of all materials  
12 stored on the Leased Premises in compliance with applicable law and (ii) providing for the use of  
13 cash collateral to accomplish the foregoing.

14 7. At the June 29, 2018 hearing:

15 a. Summitbridge announced to the Court that it would be filing a lift stay motion  
16 and a motion to convert and would seek an expedited hearing on such motions.

17 b. The Chapter 11 Trustee in turn announced to the Court that he would be filing  
18 motions to reject all the leases and executory contracts and a motion to abandon personal  
19 property – and would seek an expedited hearing on such motions.

20 c. The Landlord announced to the Court that it had numerous concerns about the  
21 hazardous waste and products stored not only at its Leased Premises, but also at all of the  
22 other locations operated by the Chapter 11 Trustee during the course of these proceedings.  
23

24  
25 property in his possession as such trustee, receiver or manager according to the requirements of the  
26 valid laws of the State in which such property is situated, in the same manner that the owner or  
27 possessor thereof would be bound to do as if in possession thereof."

28 The Chapter 11 Trustee is bound by applicable laws and regulations of both the United States and the  
State of California to lawfully remove and dispose hazardous materials stored on the Leased  
Premises. These requirements are likewise included within the terms of the Lease.

1           d.       The Court stated on the record that the Chapter 11 Trustee should have  
2 meaningful conversations with the landlords, including Prologis, so that there may be a  
3 "gentle landing" as the Chapter 11 Trustee seeks to wind down his operations.

4           8.       Now there are limited funds, and the Chapter 11 Trustee should address the concerns  
5 raised below to ensure that Prologis has a "gentle landing".

6           9.       According to Summitbridge, on June 29, 2018, following the hearing on the Fifth  
7 Cash Collateral Motion, the Chapter 11 Trustee, having learned that the bid he was seeking from a  
8 third party purchaser to acquire the Debtor's assets was insufficient, elected to shut down the Debtor's  
9 business and take the following actions<sup>2</sup>:

10           a.       terminated all of the Debtor's employees and processed final payroll;

11           b.       locked down the facilities with outside security at Santa Clara, Stockton and  
12 Mesquite;

13           c.       blocked all access to the facilities with only the Chapter 11 Trustee and Jeff  
14 Bell authorized to grant access;

15           d.       shut down company servers and disabled all email access;

16           e.       posted signs on the gates at the facilities stating the facilities are closed;

17           f.       notified managers of the closure of the facilities;

18           g.       called truckers that may have been scheduled to make deliveries and instructed  
19 them to turn around;

20           h.       blocked all new deliveries; and

21           i.       called former customers requested that nothing further be shipped.

22           10.       On July 6, 2018, Summitbridge filed its Motion for Limited Relief From the  
23 Automatic Stay [Docket No. 248] (the "Lift Stay Motion"), asking the Court to lift the automatic stay  
24 as to certain collateral maintained by Summitbridge, the Debtor's major secured creditor. The Lift  
25 Stay Motion is set for hearing on July 17, 2018 at 10:30 am (Pacific).

26 \_\_\_\_\_  
27 <sup>2</sup> These statements are taken directly from the Motion to Convert Case to Chapter 7, filed by  
28 Summitbridge National Investments V LLC ("Summitbridge"), the major secured creditor in these proceedings and the party who is funding the Chapter 11 Trustee's limited wind down plan.

1           11.     On July 6, 2018, Summitbridge filed its Motion to Convert Case to Chapter 7 [Docket  
2 No. 256] (the "Conversion Motion"), asking the Court to convert the Chapter 11 Case to a Chapter 7  
3 Case. The Conversion Motion is also set for hearing on July 17, 2018 at 10:30 am (Pacific).

4           12.     On July 6, 2018, the Chapter 11 Trustee filed his First Omnibus Motion to Reject  
5 Certain Executory Contracts and Unexpired Leases Effective as of June 29, 2018 [Docket No. 269]  
6 (the "First Rejection Motion").<sup>3</sup> The First Rejection Motion is also set for hearing on July 17, 2018 at  
7 10:30 am (Pacific). The First Rejection Motion improperly seeks to reject the Lease as of June 29,  
8 2018 while the Chapter 11 Trustee continues to occupy the Leased Premises and to deny Landlord  
9 access to the Leased Premises. The Lease should not be deemed rejected until the Court's entry of an  
10 order approving such rejection and the Chapter 11 Trustee surrenders possession to the Landlord and  
11 the Chapter 11 Trustee has either left the Leased Premises broom clean or has abandoned all property  
12 located at the Leased Premises.

13           13.     On July 6, 2018, the Chapter 11 Trustee filed his Motion for Authority to Abandon the  
14 Estate's Interest in Personal Property [Docket No. 263] (the "Abandonment Motion"). The  
15 Abandonment Motion is also set for hearing on July 17, 2018 at 10:30 am (Pacific). Any  
16 abandonment of property located at the Leased Premises should be effective upon until the Court's  
17 entry of an order approving such abandonment and the rejection of the Lease and surrender of  
18 possession of the Leased Premises to the Landlord.

19           14.     By this Omnibus Objection, the Landlord objects to the various provisions of the Sixth  
20 Cash Collateral Motion, the First Rejection Motion, the Abandonment Motion, the Conversion  
21 Motion, and the Lift Stay Motion to the extent that they do not provide specific relief to the Landlord  
22 as set forth below so that the Landlord may be able to coordinate its clean up of the Leased Premises  
23 with the Chapter 11 Trustee and thereby properly remove and properly dispose of all property stored  
24 on the Leased Premises.

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28 <sup>3</sup> The Chapter 11 Trustee filed two other motions to reject executory contracts and unexpired leases,  
but only the First Rejection Motion seeks to reject the Landlord's Lease.

1           15.     The Landlord made clear at the last hearing on Friday, June 29, 2018, that the Chapter  
2 11 Trustee "made the mess", now "owns the mess", and should take all necessary steps to facilitate  
3 the removal and proper disposition by the Landlord of the hazardous waste and other materials stored  
4 by the Chapter 11 Trustee at the Leased Premises.

5           16.     As the Chapter 11 Trustee laid off all employees following the hearing on June 29,  
6 2018, it has been a struggle for the Landlord to obtain access to the Leased Premises to assess its  
7 condition, which access had been denied by the Chapter 11 Trustee through at least July 10, 2018.  
8 Further, efforts to work with the Chapter 11 Trustee and his counsel to effect a "gentle landing" have  
9 been slow and, as of the filing date of this Omnibus Objection<sup>4</sup>, unsuccessful since, among other  
10 things, (i) the Chapter 11 Trustee fired all of the employees who could assist him; (ii) the Chapter 11  
11 Trustee's counsel has not been willing to commit to a plan to mitigate damages of all parties  
12 concerned – for example, the undersigned counsel has been trying since June 29, 2018 to discuss in  
13 detail such plan, without success; (iii) the Chapter 11 Trustee has limited funds and appears not to  
14 want to commit any of his funds for the removal of the waste from the Leased Premises, nor to  
15 provide to the Landlord's counsel bond information or source documents relating to the source of the  
16 waste on the Leased Premises.

17           17.     On Thursday morning, July 12, 2018, the Chapter 11 Trustee filed his Sixth  
18 Emergency Motion for an Interim Order (1) Authorizing the Use of Cash Collateral Pursuant to 11  
19 U.S.C. § 363; (2) Scheduling a Final Hearing; and (3) Granting Related Relief (the "Sixth Cash  
20 Collateral Motion"). In the Sixth Cash Collateral Motion, the Chapter 11 Trustee has proposed to use  
21 cash collateral of Summitbridge, pursuant to a proposed budget, to fund various wind up activities,  
22 including removing hazardous waste and material from various locations (apparently including the  
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25 \_\_\_\_\_  
26 <sup>4</sup> Prior to the filing of this Omnibus Objection, the Landlord provided a draft of this Omnibus  
27 Objection to the Chapter 11 Trustee's counsel and counsel to Summitbridge, in the hope that parties  
28 could reach agreement on the "gentle landing" protections sought by the Landlord and as set forth  
below. As of the filing of this Omnibus Objection, no agreement has been reached by the parties. In  
fact, neither counsel has even responded to the Landlord's counsel since a draft of this Omnibus  
Objection was sent to them and requesting that they call me to discuss further.

1 Leased Premises)<sup>5</sup>. Unfortunately, the Sixth Cash Collateral Motion (and the proposed actions of the  
2 Chapter 11 Trustee and his funding requests) has not been approved by Summitbridge – and provides  
3 no explanation as to how these activities interplay with the lease rejection motions, the Abandonment  
4 Motion, the Lift Stay Motion, or the Conversion Motion.

5 18. Consequently, the Landlord – and other parties in interests – are left in limbo, and  
6 valuable time has been lost since June 29, 2018 (when the Chapter 11 Trustee shut down the  
7 operations and laid off all of his employees) and continues to be lost.

8 19. Accordingly, the Landlord asks this Court to modify any orders on the Sixth Cash  
9 Collateral Motion, the First Lease Rejection Motion, the Conversion Motion, the Abandonment  
10 Motion, and the Lift Stay Motion – to specifically address the concerns raised by the Landlord by  
11 providing the following language in the order on the First Lease Rejection Motion and the other  
12 orders as set forth below:

13 a. **ORDERED** that the Chapter 11 Trustee, together with all of his agents,  
14 attorneys, professionals, consultants, employees, representatives and successors, including  
15 any Chapter 7 Trustee appointed thereafter and the Chapter 7 Trustee's agents, attorneys,  
16 professionals, consultants, employees, and representatives (hereafter, the "Chapter 11 Trustee  
17 Group"), shall immediately effect the removal of (A) all barrels presently on the Leased  
18 Premises (estimated to be twenty-eight (28) empty 55-gallon drums and three (3) 55-gallon  
19 drums with various lead materials and other components), and believed to have been shipped  
20 to the Leased Premises by American Board Assembly; (B) all SB 20 materials and waste  
21 products presently on the Leased Premises (and estimated to be sixty (60) pallets or skids of  
22 materials); (C) the balance of waste and materials on the Leased Premises (and estimated to  
23 be fifteen (15) pallets or skids of such materials); and (D) all trucks and vehicles parked on  
24 the Leased Premises (collectively, the "Remaining Materials");

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26 <sup>5</sup> The Landlord again objects to the proposed budget in that it does not provide for payment of the  
27 postpetition rents and other amounts due the Landlord under the Lease. At the very least, the  
28 Landlord's administrative claim should be *pari passu* with other chapter 11 administrative claims,  
including the claims of the Chapter 11 Trustee and his professionals.

1           b.       **ORDERED** that the Chapter 11 Trustee Group shall complete the removal of  
2 the Remaining Materials by no later than July 30, 2018;

3           c.       **ORDERED** that the Lease shall be deemed rejected<sup>6</sup> as of the later of (i) the  
4 date of the entry of this Order rejecting the Lease, and (ii) the date that the Chapter 11 Trustee  
5 actually surrenders possession of the Leased Premises to the Landlord, including providing to  
6 the Landlord and its counsel written notice and turning over all keys to the premises, and the  
7 Debtor's estate shall have no further right of possession to the Leased Premises; provided,  
8 however, that unless the rejection has taken place earlier in accordance with the foregoing, the  
9 Lease shall be deemed rejected and the Lease Premises deemed surrendered on July 31, 2018;

10          d.       **ORDERED** that the automatic stay of 11 U.S.C. § 362 shall be terminated  
11 immediately as against the Landlord upon the entry of this Order, and the Landlord may  
12 exercise any and all of its rights and remedies available under the Lease or applicable law  
13 including, but not limited to: (i) offsetting the security deposit the Landlord presently holds  
14 against any prepetition damages suffered by the Landlord under the Lease, and (ii) starting on  
15 July 31, 2018, disposing of the Abandoned Assets (as defined below) on the Leased Premises  
16 to the extent that the Chapter 11 Trustee Group has failed to effect the removal of all of the  
17 Remaining Materials on the Leased Premises as required above;

18          e.       **ORDERED** that, to the extent the Chapter 11 Trustee Group has failed to  
19 effect the removal of all of the Remaining Materials on the Leased Premises as required above  
20 prior to July 31, 2018, the Chapter 11 Trustee Group shall forthwith (i) provide to the  
21 Landlord and its counsel copies of any and all documentation (the "Source Documents")  
22

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23 <sup>6</sup> The present form of the Lease Rejection Motion provides that the Lease will be deemed rejected as  
24 of June 29, 2018; however, the Landlord neither has possession of the Leased Premises nor has the  
25 Chapter 11 Trustee actually vacated the Leased Premises. There is no basis for a lease to be deemed  
26 rejected *nunc pro tunc* from the date of the filing of the Lease Rejection Motion – when the Chapter  
27 11 Trustee has neither turned over the keys to the facility to the Landlord nor effectively abandoned  
28 the assets located on site so that the Landlord can begin efforts to clear the Leased Premises and relet  
the Leased Premises. The chapter 11 estate should be liable for an administrative claim until such  
time as the Landlord has regained possession of the premises and the property located at the Lease  
Premises has been abandoned. None of this has happened, rendering the *nunc pro tunc* relief  
requested in the Lease Rejection Motion inappropriate.



1 evidencing the source of the Remaining Materials located on the Leased Premises; (ii)  
2 reasonably cooperate to assist the Landlord and its counsel in effecting the removal and  
3 disposal of the Remaining Materials located on the Leased Premises; (iii) provide to the  
4 Landlord and its counsel copies of any and all documentation evidencing the available bonds  
5 (the "Available Bonds") securing the Chapter 11 Trustee's performance in connection with  
6 compliance with applicable laws and regulations related to the removal and disposition of  
7 hazardous materials, including the Remaining Materials; and (iv) reasonably cooperate to  
8 assist the Landlord and its counsel in effecting the reimbursement from the Available Bonds  
9 of the Landlord's costs incurred in connection with the proper removal and disposition of  
10 hazardous materials, including the Remaining Materials, from the Leased Premises;

11 f. **ORDERED** that the automatic stay of 11 U.S.C. § 362 shall be terminated as  
12 of July 31, 2018 to allow the Landlord to exercise any and all of its rights and remedies to  
13 make claims and receive payment from the Available Bonds and to use the Source Documents  
14 in connection therewith, to the extent that the Chapter 11 Trustee Group has failed to effect  
15 the removal of all of the Remaining Materials on the Leased Premises as required above;

16 g. **ORDERED** that the Order on the Abandonment Motion<sup>7</sup> shall make clear that,  
17 notwithstanding anything to the contrary set forth in the Abandonment Motion or the Order  
18 thereon, such Order shall provide that any and all personal property of the Debtor's estate  
19 located on the Leased Premises (the "Abandoned Assets") shall be deemed abandoned by the  
20 Debtor's estate, effective as of July 31, 2018, free and clear of all interests; such Order shall  
21 further provide that the Landlord shall have the full right, title, and authority to immediately  
22 dispose of the Abandoned Assets in its sole and absolute discretion; and such Order shall  
23 further provide that in disposing of the Abandoned Assets the Landlord shall be excused from  
24 compliance with Cal. Veh. Code Division 11, Chapter 10 (Removal of Parked and Abandoned  
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26 <sup>7</sup> The Abandonment Motion as filed does not specify what is being abandoned and when such assets  
27 are being abandoned by the Chapter 11 Trustee. As a result, the Landlord continues to suffer damage  
28 by reason of the materials stored on the Leased Premises and has no ability to remove the same.  
Accordingly, the Landlord objects to the present relief sought in the Abandonment Motion.

1 Vehicles) (Cal. Veh. Code §22650 et seq) and Cal. Civ. Code Division 3, Part 4, Title 5  
2 (Disposition of Personal Property Remaining on Premises at Termination of Tenancy) (Cal.  
3 Civ. Code §1980 et seq) and Title 5.5 (Disposition of Property Remaining on Premises at  
4 Termination of Commercial Tenancy) (Cal Civ. Code 1993 et seq), which requirements are  
5 hereby waived; and such Order shall further provide that, notwithstanding anything to the  
6 contrary set forth in the Abandonment Motion or the Order thereon, such Order shall provide  
7 that the Landlord shall be entitled to all of its rights and remedies set forth in the Order on the  
8 Lease Rejection Motion;

9 h. **ORDERED** that the Order on the Lift Stay Motion shall make clear that,  
10 notwithstanding anything to the contrary set forth in the Lift Stay Motion or the Order  
11 thereon, such Order shall provide that the Landlord shall be entitled to all of its rights and  
12 remedies set forth in the Order on the Lease Rejection Motion<sup>8</sup>;

13 i. **ORDERED** that the Order on the Conversion Motion shall make clear that,  
14 notwithstanding anything to the contrary set forth in the Conversion Motion or the Order  
15 thereon, the Chapter 7 Trustee shall be bound by the provisions set forth in this Order on the  
16 Lease Rejection Motion; and

17 j. **ORDERED** that the Order on the Sixth Cash Collateral Motion shall make  
18 clear that, notwithstanding anything to the contrary set forth in the Sixth Cash Collateral  
19 Motion or the Order thereon, such Order shall provide that the Landlord shall be entitled to all  
20 of its rights and remedies set forth in the Order on the Lease Rejection Motion.

21 20. The Landlord respectfully requests that this Court enter orders addressing each of the  
22 points raised by the Landlord in this Omnibus Objection and included above as additional decretal  
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24 <sup>8</sup> The Lift Stay Motion seeks stay relief with respect to, among other things, furniture, fixtures, and  
25 related collateral, repair parts, and any general intangibles related thereto. The Landlord needs  
26 specific clarity in the Order on the Lift Stay Motion that Summitbridge will not in any way be  
27 entitled to exercise rights and remedies against the Abandoned Assets located on the Leased  
28 Premises; further, it needs clarity that the Landlord will have the full right, title, and authority to  
dispose of the Abandoned Assets upon the Leased Premises in its sole and absolute discretion, free  
and clear of all interests, from and after July 31, 2018, to the extent that the Chapter 11 Trustee  
Group has failed to effect the removal of all of the Remaining Materials on the Leased Premises as  
required above.

1 paragraphs in the Orders on the Conversion Motion, the First Lease Rejection Motion, the Lift Stay  
 2 Motion, and the Abandonment Motion.

3 21. These provisions that are necessary in order that the Landlord may have a "gentle  
 4 landing" with respect to its repossession of the Leased Premises and its efforts to remove hazardous  
 5 materials generated by the Chapter 11 Trustee "on his watch." If these protections are not included  
 6 for the benefit of the Landlord, this Court should deny the relief sought by the Chapter 11 Trustee in  
 7 the Sixth Cash Collateral Motion, the Lease Rejection Motion and the Abandonment Motion and by  
 8 Summitbridge in the Conversion Motion and the Lift Stay Motion.

9 **RELIEF REQUESTED**

10 22. Prologis asks the Court to enter one or more orders providing for the rejection of the  
 11 Lease and the surrender of the Leased Premises to Prologis in accordance with the terms and  
 12 conditions set forth above, or (ii) alternatively, deny the relief sought by the Chapter 11 Trustee and  
 13 Summitbridge.

14 **WHEREFORE**, Prologis respectfully requests that the Court to grant the relief sought by  
 15 Prologis in order to adequately protect the interests of Prologis and to ensure that it has a "gentle  
 16 landing"; or deny the relief requested by the Chapter 11 Trustee and Summitbridge, and for such  
 17 other and further relief to which it may be entitled.

18 Respectfully submitted,

19 DAVID WEITMAN  
 20 MICHAEL B. LUBIC  
 21 NOLAN C. THOMAS  
**K&L GATES LLP**

22 Dated: July 13, 2018

By: /s/ Michael B. Lubic  
 Michael B. Lubic

23 Attorneys for Prologis, L.P.  
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**PROOF OF SERVICE**

I, Jonathan Randolph, declare:

I am a resident of the State of California and over the page of eighteen years, and not a party to the within action; my business address is K&L Gates LLP, 10100 Santa Monica Boulevard, Eighth Floor, Los Angeles, California 90067.

On July 13, 2018, I served the within document:

**OMNIBUS OBJECTION TO (1) SIXTH EMERGENCY MOTION FOR ORDER AUTHORIZING THE USE OF CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363; (2) CHAPTER 11 TRUSTEE'S FIRST OMNIBUS MOTION TO REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES EFFECTIVE AS OF JUNE 29, 2018; (3) CHAPTER 11 TRUSTEE'S MOTION FOR AUTHORITY TO ABANDON THE ESTATE'S INTEREST IN PERSONAL PROPERTY; (4) SUMMITBRIDGE NATIONAL INVESTMENTS V LLC'S MOTION FOR LIMITED RELIEF FROM THE AUTOMATIC STAY; AND (5) SUMMITBRIDGE NATIONAL INVESTMENTS V LLC'S MOTION TO CONVERT FROM A CHAPTER 11 CASE TO A CHAPTER 7 CASE; AND LANDLORD'S DEMAND FOR IMMEDIATE ADEQUATE PROTECTION OF ITS INTERESTS**

by transmitting via electronic mail the above listed document(s) to the email addresses set forth below on this date.

**See Attached List**

by transmitting via facsimile as set forth below on this date.

**See Attached List**

I am employed in the office of a member of the bar of this Court at whose direction the service was made.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 13, 2018, at Los Angeles, California.

/s/ Jonathan Randolph  
Jonathan Randolph

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**PARTIES**

**FAX AND/OR EMAIL**

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**OFFICE OF THE UNITED STATES TRUSTEE**

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**DEBTOR'S SECURED CREDITORS**

SummitBridge National Investments V LLC  
Attn: Mark Kilvoin — Senior Asset Manager  
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21 Mark Serlin *ms@swllplaw.com*  
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25 Desmond, Nolan et al.  
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26 Sacramento, CA 95811  
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1 **20 LARGEST UNSECURED CREDITORS**

2 ZS ECS LP *bhorne@zsfundlp.com*

3 1133 Avenue of the Americas

4 New York, NY 10036

5 Wal-Mart Stores East LP *carissa.crawford@walmart.com*

6 702 SW 8th St.

7 Dept 13-9192, MS 0710-L19

8 Bentonville, AR 72712

9 Applied Underwriters Fax (877) 234-4421

10 PO Box 3646

11 Omaha, NE 879215

12 CSAA Insurance Group *kevin.childs@csaa.com*

13 3055 Oak Road, 5th Floor

14 Mail Stop #W580

15 Walnut Creek, PA 19380

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17 Dept at 952154 *Debbie.Mitchell@us.yusen-logistics.com*

18 Atlanta, GA 31192

19 Caglia Environmental Group Fax (559) 441-4140

20 Fairmead Landfill

21 PO Box 310

22 Chowchilla, CA 93610

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24 PO Box 1259

25 Keller, TX 76248

26 USA Management Systems Inc. *ytorres@usamsi.net*

27 PO Box 2772

28 Lodi, CA 95241

29 Fleet Concepts Inc. *dc@fleetconcepts.com*

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31 Tigard, OR 97281

32 Freight Logistics Inc. *jeff@freightlogisticsinc.com*

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