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Honorable Christopher M. Alston
Chapter 11
Ex Parte

10 UNITED STATES BANKRUPTCY COURT
11 WESTERN DISTRICT OF WASHINGTON
12 AT SEATTLE

13 In re

14 NORTHWEST TERRITORIAL MINT
15 LLC,

16 Debtor.

No. 16-11767-CMA

RETT, LP'S MOTION TO SHORTEN
TIME FOR HEARING ON ITS
MOTION FOR RELIEF FROM STAY
AND APPLICATION FOR
ALLOWANCE AND PAYMENT OF
ITS ADMINISTRATIVE EXPENSE

19 RETT, LP ("RETT") moves for entry of an order shortening time for hearing of its
20 Motion for Relief from Stay and Application for Allowance and Payment of its Administrative
21 Expense ("Motion"). RETT requests that this Court enter an order shortening time for hearing
22 its related Motion so that RETT's Motion and the Trustee's break-up fee request may be heard
23 concurrently on July 8, 2016 at 9:30 a.m. The deadline for the Trustee or other interested parties
24 to object to RETT's Motion would be July 5, 2016. RETT's reply would be due on July 7, 2016.
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1 Notice will be sent to parties in interest within one day of entry of an order granting this motion
2 to shorten time.

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4 Counsel for RETT has complied with LR 9013-1(d)(3)(C). RETT's counsel talked with
5 counsel for Mark Calvert (the "Trustee") about the hearing scheduled for July 8, 2016 regarding
6 the Trustee's request for approval of a break-up fee. Counsel for the Trustee indicated that he
7 was available for hearings on that date. RETT's counsel also called counsel for the Trustee
8 prior to filing this motion and left a voice message informing him that RETT would be filing
9 this motion and requesting hearing on July 8th
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11 I. FACTS

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13 The Trustee has pending before this Court a request to approve a break-up fee payable
14 to G. Ra. Co. Awards Manufacturing, LP ("GRACO LP"). It is RETT's understanding that the
15 Court will hear that request on July 8, 2016. The break-up fee which is the subject of the
16 Trustee's request was provisionally approved as part of the Trustee's sale of substantially all of
17 the Debtor's Tomball, Texas assets. The facts surrounding the sale of the Debtor's Tomball,
18 Texas assets and the break-up fee request are substantially related to the facts giving rise to
19 RETT's Motion. Specifically, RETT is the owner of the premises occupied by the Debtor and
20 currently under the control of the Trustee, and the Trustee is in default under the terms of the
21 lease agreement between the Debtor and the RETT. RETT is presently being compelled to
22 suffer multiple breaches of the lease agreement by the Trustee, while being denied access to its
23 property. After being denied access for approximately three (3) weeks, RETT's representative
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1 was finally allowed to access the Property on Monday, June 20, 2016. The Trustee is presently
2 using RETT's property in violation of the lease agreement in order to permit the buyer of the
3 Debtor's Tomball, Texas assets, Ira Green, Inc. (the "Buyer") to have exclusive access to the
4 property.
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6 **II. AUTHORITY**

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8 Local Bankruptcy Rule 9013-1(d)(3) provides that a motion to shorten time may be
9 granted, but that such motions are disfavored.

10 **III. REASON FOR PRECEDING ON SHORTENED TIME**

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12 The facts surrounding the sale of the Debtor's Tomball, Texas assets and the Trustee's
13 break-up fee request are substantially related to the facts giving rise to RETT's Motion, and it
14 would be most efficient for this Court to consider RETT's Motion and the Trustee's request
15 concurrently. Additionally, and as described in more detail in the attached Motion, the Trustee
16 is in breach of numerous post-petition obligations under the Debtor's lease with RETT, and
17 RETT is incurring significant damages as a result. As of the date of this motion, the Trustee
18 owes RETT \$31,426.77 for post-petition lease obligations. Additionally, the Buyer of the
19 Debtor's Tomball, Texas assets is causing ongoing physical damage to RETT's property,
20 including the improper removal of fixtures from the property. These are exigent circumstances
21 and it is important that the Court hear this dispute as soon as possible.
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IV. CONCLUSION

For the foregoing reasons, RETT respectfully requests that the Court grant this motion and shorten time for the hearing of the above-referenced Motion.

DATED this 22nd day of June 2016.

LASHER HOLZAPFEL
SPERRY & EBBERSON, P.L.L.C.

/s/ Danial D. Pharris
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