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*Counsel for the Debtor-in-Possession*

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF UTAH  
CENTRAL DIVISION

In re:

**THE FALLS EVENT CENTER LLC**, a  
Utah limited liability company,

Address: 9067 S 1300 W, #301  
West Jordan, UT 84088,

Tax I.D. No. 90-1023989,

Debtor-in-Possession.

Bankruptcy Case No. 18-25116

Chapter 11

Chief Judge R. Kimball Mosier

[Filed Electronically]

**DECLARATION OF NEAL BERGSTROM**

I, Neal Bergstrom, state under penalty of perjury, as follows:

1. I am employed by the Debtor, and I oversee its operations.
2. Part of the Debtor's business consists of an indoor water slide facility located in McMinnville, Oregon, known as Water & Wings Water Park (the "Water Park").
3. Two maintenance issues at the Water Park require immediate attention.
4. First, prior to the petition date in this case, the Debtor discovered that the Water Park's HVAC system had deteriorated due, in large part, to improper maintenance of the HVAC system prior to the Debtor's acquisition of the Water Park.
5. The Debtor solicited several bids by various companies to repair the damaged HVAC system and ultimately engaged Dr. HVAC, a repair company located in McMinnville, Oregon, to complete repairs.
6. Dr. HVAC was able to complete a good portion of the repair work to the Water Park's HVAC system prior to the start of the Water Park's busy season, and the Debtor elected to delay the remainder of the repair work because it was unnecessary during the summer.
7. The deterioration of the HVAC system is now to a point where the Debtor can no longer delay the remaining repairs. In addition, the Debtor needs to complete the work before temperatures drop further.

8. However, Dr. HVAC has informed the Debtor that it will not complete the remaining work unless and until its pre-petition invoice in the amount of \$8,578.59 is paid in full.

9. Dr. HVAC's bid was far below other bids provided, and engaging a different contract to complete the work at this stage would cost the Debtor far more in additional costs than the \$8,578.59 Dr. HVAC is seeking.

10. The second critical maintenance issue at the Water Park involves filters for the pool and tub areas.

11. Health and safety regulations that govern the operation of the Water Park require regular maintenance and replacement of those filters. Prepetition, the Debtor engaged Knorr Systems to provide replacement filters. Knorr Systems has a working knowledge of the Debtor's water systems and of the filters required in order for the Debtor to remain in compliance with health and safety standards and requirements. Knorr Systems is the only source in the nation for the specific filters required by the Debtor's unique filter system.

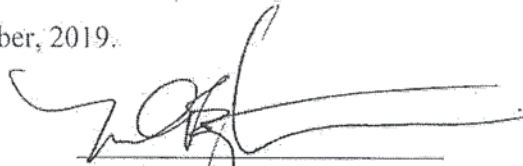
12. Proper filtration is essential to the Debtor's business and poor or damaged filters cost the Debtor considerable and unnecessary additional expense in the work needed to keep the pool and tub water clean.

13. Knorr Systems has informed the Debtor that it will not provide any additional filters unless and until its outstanding pre-petition invoice in the amount of \$2,385.83 is paid in full

14. If the Critical Vendors do not receive payment in full of their prepetition invoice amounts (the "Critical Vendor Claims"), they will not continue to provide repair and maintenance services to the Debtor. The termination or disruption of these services will result in material harm to the Debtor and its business and the Debtor's chapter 11 estate (the "Estate").

15. Payment of the Critical Vendor Claims will allow the Debtor to continue to maintain the safety and comfort of its customers and continue its business and will preserve the value of the Debtor's business and enterprise for all its stakeholders.

DATED this 9<sup>th</sup> day of November, 2019.



Neal Bergstrom

CERTIFICATE OF SERVICE

I hereby certify that on November 9, 2018, the foregoing document was electronically filed and therefore served via ECF on all parties that have entered an electronic appearance in this case, including the United States Trustee.

/s/ Brent D. Wride

I further certify that on November 9, 2018, I caused the foregoing Motion to be mailed to the parties requesting notice that are not on the list to receive email notice as follows:

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/s/ Carrie Hurst