

James W. Anderson (9829)  
Jonathan D. Bletzacker (12034)  
**CLYDE SNOW & SESSIONS**  
One Utah Center, Thirteenth Floor  
201 South Main Street  
Salt Lake City, Utah 84111  
Telephone: (801) 322-2516  
Fax No.: (801) 521-6280  
Email: jwa@clydesnow.com  
jdb@clydesnow.com

*Counsel for Trolley Square Ventures, LLC*

---

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

---

**In re:**

**THE FALLS EVENT CENTER LLC,**

**Debtor.**

**Bankruptcy Case No. 18-25116  
Chapter 11**

**Honorable R. Kimball Mosier**

---

***EX PARTE* MOTION FOR ORDER AUTHORIZING RULE 2004 PRODUCTION OF  
DOCUMENTS AND EXAMINATION OF NEAL BERGSTROM**

---

Trolley Square Ventures, LLC, as creditor in this bankruptcy proceeding (“Creditor”), hereby respectfully moves this Court for an Order Authorizing the Production of Documents and the Examination of Neal Bergstrom, a presumed employee of the Debtor The Falls Event Center LLC (the “Debtor”), under Rule 2004 of the Federal Rules of Bankruptcy Procedure, and in connection therewith respectfully represents:

1. On September 23, 2015, Creditor, as landlord, and The Falls at Trolley Square, LLC, as tenant (the “Tenant”), entered into a written Lease Agreement (the “Lease”) whereby

Tenant agreed to lease the space located within Trolley Square, Salt Lake City, Salt Lake County, Utah, Buildings P and E, Units P-103 and Unit E-101 (the “Property”) for the operation of a business, for a ten (10) year term, commencing on December 1, 2015.

2. Tenant is not a debtor in bankruptcy, but is a wholly owned subsidiary of the Debtor.

3. Debtor executed a Guaranty for the Lease and is thus liable for the breaches of Tenant to the Lease.

4. During November of 2017, Creditor and Tenant entered into a reinstatement agreement (“Reinstatement”) after Tenant defaulted on the Lease.

5. The United States Trustee’s office commenced the 341 meeting in this case on August 20, 2018.

6. After Debtor filed its Petition, representatives of Debtor, Landlord, and Creditor had a meeting on August 30, 2018, wherein Creditor learned that all contracts for events are with the Debtor, not the Tenant, and all deposits are with the Debtor, not the Tenant.

7. On or around September 17, 2018, Creditor learned that the Debtor had made false and misleading statements to its customer regarding Creditor’s alleged obligations to honor scheduled events if the Debtor is out of business. Specifically, Creditor was contacted by one of the customers who stated that after she learned about the Debtor’s bankruptcy filing, she asked the Debtor for reassurance that her scheduled event will take place at the Property and the Debtor stated that “even if they do have to close down, Trolley Square would own the building and still honor the events scheduled.” Debtor was not authorized to make this statement and this statement

is false. Creditor denied this statement to the customer and informed Debtor that it was not authorized to make this false representation and/or commitment on Creditor's behalf.

8. The purpose of this Motion is to conduct discovery into Debtor's and/or Tenant's false and misleading statements and to ascertain the extent of any other statements made to any other customers regarding Creditor and Debtor's and/or Tenant's knowledge of such misrepresentations.

**WHEREFORE**, Creditor respectfully requests that the Court enter the follow Orders:

1. Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, Mr. Bergstrom is required to produce the documents identified in the attached Exhibit "A", for inspection and copying at the offices of Clyde Snow & Session, 201 South Main Street, Suite 1300, Salt Lake City, Utah 84111.

2. Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, Creditor will take the deposition upon oral examination of Neal Bergstrom, recorded stenographically, at the offices of Clyde Snow & Session, 201 South Main Street, Suite 1300, Salt Lake City, Utah 84111. Under Rule 30(b)(6) of the Federal Rules of Civil Procedure.

3. Creditor will give at least 14 days notice to the Neal Bergstrom pursuant to Local Rule 2004-1(3)(iA) for appearance, and will compel attendance by subpoena consistent with Fed. R. Bankr. P. 2004(c) and 9016.

DATED this 3rd day of May, 2019.

**Clyde Snow & Sessions**

/s/ James W. Anderson  
James W. Anderson  
Jonathan D. Bletzacker  
Counsel for Trolley Square Ventures, LLC



**EXHIBIT "A"**

**Definitions applicable to these document requests:**

1. "Creditor" refers to Trolley Square Ventures, LLC.
2. "Debtor" refers to The Falls Event Center LLC.
3. "Tenant" refers to The Falls at Trolley Square, LLC.
4. "Property" refers to the leased space located within Trolley Square, Salt Lake City, Salt Lake County, Utah, Buildings P and E, Units P-103 and Unit E-101, subject to the Lease.
5. "Document" shall mean written, printed, typed, graphic or photographic matter of any kind or nature, however produced or reproduced, and all mechanical, magnetic, electromagnetic and electronic sound recordings or written transcripts thereof, however produced or reproduced, whether in your control or not, and including without limitation, all originals no matter how or by whom prepared, all drafts of these whether used or not, and all copies of the original. The term "Document" shall likewise include "writings," "recordings," or "photographs" (original, drafts and copies) as those terms are defined and used in Fed. R. Evid. 1001 and Bankr. R. 7034 (incorporating Fed. R. Civ. P. 34). The term "Document" shall also include all electronic or computer data information or communications, including without limitation e-mail, information or data stored on backup tapes or disks, or other information contained in any computer or data retention system.

**List of Documents to be produced:**

1. Any and all documents, including but not limited to, communications, including emails, voice messages, text messages, letters, and memoranda, regarding terminations or potential

terminations of events at the Property to any of the following parties: (1) any employee of the Debtor or the Tenant, (2) any vendor of the Debtor or the Tenant, or (3) any customer of the Tenant.