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9 UNITED STATES BANKRUPTCY COURT
10 FOR THE DISTRICT OF NEVADA

11 * * * * *

12 IN RE:
13 BRISTLECONE, INC., dba BRISTLECONE
14 HOLDINGS

Case No.: BK-17-50472-btb (Chapter 11)
Jointly Administered with:
17-50473-btb BOONFI LLC
17-50474-btb BRISTLECONE LENDING, LLC
17-50475-btb BRISTLECONE SPV I, LLC
17-50476-btb I DO LENDING, LLC
17-50478-btb MEDLY, LLC
17-50479-btb ONE ROAD LENDING, LLC
17-50480-btb WAGS LENDING, LLC

- 15 Affects this Debtor.
- 16 Affects all Debtors.
- 17 Affects Boonfi LLC
- 18 Affects Bristlecone Lending, LLC
- 19 Affects Bristlecone SPV I, LLC
- 20 Affects I Do Lending, LLC
- 21 Affects Medly, LLC
- 22 Affects One Road Lending, LLC
- 23 Affects Wags Lending, LLC

**NOTICE OF HEARING ON MOTION FOR
ORDER APPROVING THE SALE OF
CERTAIN ASSETS FREE AND CLEAR OF
ALL LIENS, CLAIMS, ENCUMBRANCES
AND INTERESTS OR FINANCING
TRANSACTIONS (11 U.S.C. §§363(b) and (f)**

24 Debtors.

Hearing Date: July 12, 2017
Hearing Time: 2:00 p.m.
Est. Time: 15 minutes
Set by: Calendar Clerk

25 NOTICE IS HEREBY GIVEN that on June 14, 2017, BRISTLECONE, INC., dba
26 BRISTLECONE HOLDINGS, a Delaware corporation, and its wholly owned subsidiaries,
27 BOONFI LLC, a Nevada limited liability company, BRISTLECONE LENDING, LLC, a
28 Nevada limited liability company, BRISTLECONE SPV I, LLC, a Nevada limited liability
company, I DO LENDING, LLC, a Nevada limited liability company, MEDLY, LLC, a Nevada
limited liability company, ONE ROAD LENDING, LLC, a Nevada limited liability company,
and WAGS LENDING, LLC, a Nevada limited liability company (collectively the "Debtors"),
by and through their attorneys STEPHEN R. HARRIS, ESQ. of HARRIS LAW PRACTICE

1 LLC, filed their MOTION FOR ORDER APPROVING THE SALE OF CERTAIN ASSETS
2 FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS OR
3 FINANCING TRANSACTIONS (11 U.S.C. §§363(b) and (f)) (“Motion”).

4 The Motion seeks an Order authorizing the Debtors to sell certain assets pursuant to the
5 terms and conditions set forth in the Motion, free and clear of all liens, claims and
6 encumbrances, pursuant to 11 U.S.C. §§363(b) and (f), as follows:

7 a. Group #1 Assets: GAS HOLE, LLC, a Nevada limited liability company, or
8 assignee (“Gas Hole”), shall purchase the following described personal property assets for the
9 sum of One Hundred Fifty Thousand Dollars (\$150,000): Certain office equipment, including
10 all computer equipment and communication systems, equipment and software, including
11 miscellaneous computer tablets, computer monitors, filing cabinets, cubicles, appliances,
12 headsets, dishware, office décor, chairs, telephones, office supplies, kiosks, desks, and other
13 office equipment; Intangibles and intellectual property consisting of origination/pricing logic
14 and algorithms for approval and pricing and customized applications and lease agreements for
15 all eight (8) Debtor Entities; trademarks for all eight (8) Debtor Entities; for all eight (8) Debtor
16 Entities, the Internet domain names including all domain names owned by Bristlecone, Google
17 accounts, websites including all website historical data and logs, and website infrastructure,
18 custom built Salesforce infrastructure, custom built Tableau dashboards and workbooks,
19 product development records and historical data (including but not limited to those located in or
20 utilizing Youtrack, Wrike, Asana, Slack, and other first or third party software or applications),
21 custom built communication templates (including but not limited to all email templates, all
22 Mailchimp templates, all Mandrill templates, letter and other form documents, all training
23 materials, all marketing materials, all promotional offer templates, and other communication
24 templates designed to communicate to a consumer, retailer, third-party vendor, strategic partner,
25 or employee/independent contractor), marketing source materials and data (including but not
26 limited to website content from the websites of all eight (8) Debtor Entities, marketing materials
27 and contacts and lists from Constant Contact, and all other materials and data used to develop
28 marketing materials), customer and retailer historical data (including but not limited to all

1 customer application historical data, all customer lease agreement historical data, all customer
2 communication records and historical data, all customer payment histories, all customer credit
3 information, all retailer communication records and historical data, historical data collected on
4 all present and former retailers for all eight (8) Debtor Entities, business contact lists for all
5 eight (8) Debtor Entities, Google analytics historical data for all eight (8) Debtor Entities, 8x8
6 fax number and stored data, all recorded phone calls for all eight (8) Debtor Entities, and all
7 other customer and retailer historical data developed or kept for any or all of the eight (8)
8 Debtor Entities), employee communication history and data (including but not limited to
9 communications via Slack, all data stored on tablets and/or computers, employee/independent
10 contractor files, and all other history and data of communications between Bristlecone
11 employees/independent contractors, and history and data of communications between
12 Bristlecone employees/independent contractors and third party vendors servicing or acting on
13 behalf of as agents for Bristlecone or any of the eight (8) Debtor Entities), legal/compliance
14 records and data (including but not limited to policies and procedures, merchant/retailer
15 agreements, employee handbooks and training materials, employee/independent contractor files,
16 third party vendor handbooks and training materials, legal research, legal memos, legal
17 opinions, and any other legal or compliance records and data developed or maintained by
18 Bristlecone or any of the eight (8) Debtor Entities), custom built software platform (including
19 but not limited to software platforms for underwriting, decision making, customer management,
20 lease management, customer/retailer communication, application program interface, general
21 contract management, retailer training, permissions management, state-specific compliance,
22 payment processing, funding management, customer relationship management integration,
23 accounting integration, credit bureau integrations, fraud detection/management,
24 deployment/continuous integration management, electronic signature management/integration,
25 pet warranty management, FAQ management, authentication management, and all other
26 customer built software platforms), custom built Alteryx workflows, custom built software tools
27 (including but not limited to phone call archiver, investor website, tablet power manager,
28 standalone application program interface architecture, buyout calculator website, and all other

1 custom built software tools), customized webpages, cost and terms software; miscellaneous
2 goodwill; the medical/hearing aid, furniture, auto and bridal industry relationships (point of
3 sale/strategic relationships); Barkify.Dog trademark and intellectual property; all the non-
4 competes from the employment contracts for all existing employees, and all potential civil
5 claims against third parties listed in the Schedules of Assets and Liabilities, as may be amended,
6 filed with the Court.

7 b. Group #2 Assets: Additionally, a purchaser to be identified prior to or at the sale
8 hearing shall purchase the following described personal property assets: Intangibles and
9 intellectual property consisting of miscellaneous goodwill with respect to the pet industry
10 relationships; and all point of sale relationships with respect to the pet leases. The total value of
11 Group #2 Assets is estimated at \$250,000.00 to \$500,000.00.

12 Interested bidders have the opportunity to purchase Group #1 Assets and/or Group #2
13 Assets at the duly noticed sale hearing based upon the following bidding terms and conditions:

14 A. **Minimum Opening Bid**: Interested bidders for Group #1 Assets shall be
15 required to submit a minimum opening bid of \$155,000 to successfully commence an
16 overbid process above the current offer of \$150,000 by Gas Hole. The minimum
17 opening bid for the Group #2 Assets shall be \$250,000.

18 B. **Escrow Deposit**: The winning bidder for each group of Assets shall be required
19 to deposit with cashier's check or bank wire with the Harris Law Practice LLC Client
20 Trust Account the sum of One Hundred Thousand Dollars (\$100,000) within twenty-
21 four (24) hours after the hearing on the Motion, which deposit is deemed non-refundable
22 and forfeited to the Debtors in the event the successful bidder fails to timely close for
23 any reason;

24 C. **Proof of Funds**: At the hearing, any interested bidders must be able to provide
25 adequate proof to the Debtors and Bankruptcy Court of the ability to fund the escrow
26 deposit and pay the final purchase price within three (3) business days of the hearing;

27 D. **Minimum bidding increments**: The minimum bidding increments shall consist
28 of no less than Five Thousand Dollars (\$5,000.00);

1 E. **Close of Escrow:** Any successful overbidder must be able to close escrow
2 within three (3) business days from the date of hearing on the Motion.

3 F. **Credit Bidding:** No credit bids shall be allowed.

4 Any Opposition must be filed pursuant to Local Rule 9014(d)(1).

5 Local Rule 9014(d)(1): "Except as set out in subsection (3) below, any
6 opposition to a motion must be filed, and service of the opposition must be
7 completed on the movant, no later than fourteen (14) days preceding the hearing
8 date for the motion. The opposition must set forth all relevant facts and any
9 relevant legal authority. An opposition must be supported by affidavits or
10 declarations that conform to the provisions of subsection (c) of this rule.

11 If an objection or opposition is not timely filed and served, the relief requested may be
12 granted without a hearing.

13 If you object to the relief requested, you *must* file a **WRITTEN** response, objection or
14 opposition to this pleading with the court. You must also serve your written response,
15 objection or opposition on the person who sent you this notice.
16
17 If you do not file a written response, objection or opposition with the court, or if you do not
18 serve your written response, objection or opposition on the person who sent you this notice,
19 then:
20 • The court may *refuse to allow* you to speak at the scheduled hearing; and
21 • The court may *rule against you* without formally calling the matter at the hearing.

22 Written requests for copies of the subject Motion shall be mailed or faxed to the Debtors
23 in care of their attorneys, HARRIS LAW PRACTICE LLC, 6151 Lakeside Drive, Suite 2100,
24 Reno, NV 89511, Fax 775-786-7764, or steve@harrislawreno.com.

25 NOTICE IS FURTHER GIVEN that the hearing on said Motion will be held before a
26 United States Bankruptcy Judge in the Clifton Young Federal Building, 300 Booth Street,
27 Bankruptcy Courtroom, Fifth Floor Courtroom, Reno, Nevada 89511, on **July 12, 2017, at 2:00**
28 **p.m.**

DATED this 14th day of June, 2017.

HARRIS LAW PRACTICE LLC
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Reno, NV 89511
/s/ Stephen R. Harris
By _____
STEPHEN R. HARRIS, ESQ.
Attorneys for Jointly Administered Debtors