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PAPPAS PIPING SERVICE, INC.

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re PAPPAS PIPING SERVICE, INC., Debtor.	Case No. 8:26-bk-10033-MH Chapter 11 **MOTION TO EXTEND DEADLINE TO ASSUME OR REJECT UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATION JOSHUA TEEPLE IN SUPPORT** [NO HEARING REQUIRED UNDER LBR 9013-1(O)]

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TO THE HONORABLE MARK D. HOULE, UNITED STATES BANKRUPTCY COURT JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL INTERESTED PARTIES:

Debtor and Debtor-in-Possession, Papas Piping Service, Inc., ("Debtor"), respectfully files this Motion to Extend Deadline to Assume or Reject Unexpired Leases of Nonresidential Real Property ("Motion") and seeks authority to extend the deadline to assume or reject certain unexpired leases of nonresidential real property under which the debtor is a lessee from May 6, 2026, to and including, August 4, 2026. In support of the Motion, the Debtor respectfully represents as follows:

1. Summary of Argument

Ordinarily, under 11 U.S.C. § 365(d)(4)(A), a debtor must assume or reject an unexpired lease of nonresidential real property under which the debtor is the lessee by the earlier of (i) 120 days after the date of the order for relief; or (ii) the date of the entry of an order confirming a plan. However, under 11 U.S.C. § 365(d)(4)(B)(i), prior to expiration of the 120-day deadline, a debtor can move for a 90-day extension of the deadline for cause.

In this case, the Debtor is a party to one unexpired lease of nonresidential real property: a commercial lease ("Lease") between the Debtor, as the lessee, and Dollinger Properties, Inc., as lessor, regarding the real property located at 1450 Koll Circle, Suites 106, 107, and 108, San Jose, California 95112 ("Premises"). The Lease is critical to the Debtor's operations, as it utilizes the commercial space to operate its business. The Debtor intends to assume the Lease in connection with its to be filed Chapter 11 plan of reorganization ("Plan").

The deadline to assume or reject unexpired leases of nonresidential real property under which the debtor is the lessee, including the Lease, under 11 U.S.C. § 365(d)(4)(A) ("Deadline"), is May 6, 2026. However, to allow the Debtor to assume the Lease in connection with the Plan and avoid incurring the cost of filing an additional motion to assume the Lease, the Debtor requests that the Court extend the Deadline for approximately 90 days from May 6, 2026, to August 4, 2026.

The Debtor is optimistic that the Plan will be confirmed prior to the proposed extended deadline and that the Lease will be assumed in connection with the Plan. Accordingly, the Debtor

believes that cause exists to grant an extension of the Deadline to assume or reject unexpired leases of nonresidential real property under which the debtor is the lessee, including, but not limited to, the Lease, for 90 days from May 6, 2026, to and including, August 4, 2026.

2. Background

A. Brief History of Debtor's Business and Operations

Debtor is a full-service design build piping company that specializes in commercial process and other specialized piping that is used in critical infrastructure for commercial clients. *See* Declaration of Joshua Teeple ("Teeple Decl."), ¶8. Since its founding, the Debtor has served a premier set of customers, including top-tier general contractors, leading property management firms, and direct clients within the commercial real estate market. *Id*. The Debtor's expertise is essential to maintaining and developing critical infrastructure in one of the nation's most dynamic commercial zones, confirming our solid operational relevance and stability. *Id*.

B. The Lease

In this case, the Debtor is a party to one unexpired lease of nonresidential real property: a commercial lease (previously defined as the "Lease") between the Debtor, as the lessee, and Dollinger Properties, Inc., as lessor, regarding the real property located at 1450 Koll Circle, Suites 106, 107, and 108, San Jose, California 95112 (previously defined as the "Premises"). *See* Teeple Decl., ¶9. The Lease is critical to the Debtor's operations, as it utilizes the Premises and the commercial space to operate its business. *Id*. The Debtor intends to assume the Lease in connection with the Plan. *Id*., ¶10.

C. The Bankruptcy Case

On January 6, 2026 ("Petition Date"), the Debtor filed a voluntary petition under Chapter 11 of Title 11 of the United States Code, commencing Case No. 8:26-bk-10033-MH ("Bankruptcy Case"). Debtor is in the initial planning phase of formulating and/or drafting a proposed disclosure statement and a Chapter 11 Plan of Reorganization ("Plan"). *Id*., ¶10.

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3. Legal Argument

A. Cause Exists to Extend the Period to Assume the Unexpired Lease of Nonresidential Real Property

Under 11 U.S.C. § 365(d)(4), in a case under Chapter 11 of Title 11, an unexpired lease of nonresidential real property under which the debtor is a lessee shall be deemed rejected and the nonresidential real property must be immediately surrendered to the lessor, unless the unexpired lease is assumed or rejected within 120 days after the date of the order for relief or the date of the entry of an order confirming a plan, whichever is earlier. 11 U.S.C. § 365(d)(4)(A).

A court, however, may grant a maximum 90-day extension within 120 days following the order for relief upon motion of the trustee or lessor, for cause. 11 U.S.C. § 365(d)(4)(B)(i); *see also In re Simbaki, Ltd*., 520 B.R. 241, 246 (Bankr. S.D. Tex. 2014). The purpose of this deadline is to balance the interests of the debtor in having enough time to make informed decisions against the interests of the lessors in "not being left in doubt concerning their status vis-à-vis the estate." *In re Simbaki*, 520 B.R. at 246 (quoting H.R. Rep. No. 95-595, at 348 (1977)). Whether to grant an extension is within the discretion of the bankruptcy court. *See* 3 Collier on Bankruptcy ¶ 365.05 (16th ed. 2025).

Here, the Deadline to assume unexpired leases of non-residential property in which the debtor is a lessee, under 11 U.S.C. § 365(d)(4)(A) expires on May 6, 2026. This Motion is therefore timely, and the Court may enter an order extending the Deadline prior to the expiration of the Deadline.

Moreover, cause exists to extend the Deadline. Specifically, the Lease is critical to the Debtor's operations, as it utilizes the Premises and the commercial space to operate its business. *See* Teeple Decl., ¶9. The Debtor intends to assume the Lease in connection with the Plan. *Id*., ¶10.

In order to allow the Debtor to assume the Lease in connection with the Plan and avoid incurring the cost of filing an additional motion to assume the Lease, the Debtor requests that the Court extend the Deadline. *See* Teeple Decl., ¶11. The Debtor is optimistic that the Plan will be confirmed prior to this extended deadline and that the Lease will be assumed in connection with the

Plan. *Id*.

Accordingly, the Debtor believes that cause exists to extend the Deadline for the Debtor to assume or reject any unexpired leases of nonresidential real property under which the Debtor is the lessee, including, but not limited to, the Lease, 90 days from May 6, 2026, to and including, August 4, 2026.

4. Conclusion

For the reasons stated above, the Debtor requests that the Court enter an order:

(1) Granting the Motion;

(2) Extending the Deadline for the Debtor to assume or reject any unexpired leases of nonresidential real property under which the Debtor is the lessee pursuant to 11 U.S.C. § 365(d)(4), including, but not limited to, the Lease, from May 6, 2026, to and including, August 4, 2026; and

(3) Awarding such other and further relief as the Court deems just and proper.

Dated: January 21, 2026

MARSHACK HAYS WOOD LLP

By: */s/ David A. Wood*
DAVID A. WOOD,
MATTHEW W. GRIMSHAW
AARON E. DE LEEST
SARAH R. HASSELBERGER
Proposed Attorneys for
Pappas Piping Service Inc.

Declaration of Joshua Teeple

I, JOSHUA TEEPLE, declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.

3. The facts set forth below are true of my personal knowledge.

4. I am the Chief Restructuring Officer for the debtor, Pappas Piping Service, Inc. ("Debtor"). I am also one of the founding partners of Grobstein Teeple LLP, an accounting and financial consulting firm.

5. I make this Declaration in support Debtor's Motion to Extend Deadline to Assume or Reject Unexpired Leases of Nonresidential Real Property ("Motion").

6. All terms not defined herein are used as they are defined in the Motion.

7. In light of the various circumstances, including the complexities and/or relationship dynamics of the case, the Debtor decided to retain me as its Chief Restructuring Officer.

8. The Debtor is a full-service design build piping company that specializes in commercial process and other specialized piping that is used in critical infrastructure for commercial clients. I am informed that, since its founding, the Debtor has served a premier set of customers, including top-tier general contractors, leading property management firms, and direct clients within the commercial real estate market. I am further informed that the Debtor's expertise is essential to maintaining and developing critical infrastructure in one of the nation's most dynamic commercial zones, confirming our solid operational relevance and stability.

9. The Debtor is a party to one unexpired lease of nonresidential real property: a commercial lease ("Lease") between the Debtor, as the lessee, and Dollinger Properties, Inc., as lessor, regarding the real property located at 1450 Koll Circle, Suites 106, 107, and 108, San Jose, California 95112 ("Premises"). The Lease is critical to the Debtor's operations, as it utilizes the Premises and the commercial space to operate its business.

10. Debtor is in the initial planning phase of formulating and/or drafting a proposed

disclosure statement and a Chapter 11 Plan of Reorganization ("Plan"). The Debtor intends to timely file its Plan and will seek to assume the Lease in connection with the Plan.

11. In order to allow the Debtor to assume the Lease in connection with the Plan and avoid incurring the cost of filing an additional motion to assume the Lease, the Debtor requests that the Court extend the Deadline. The Debtor is optimistic that the Plan will be confirmed prior to this extended deadline and that the Lease will be assumed in connection with the Plan.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 21, 2026.



JOSHUA TEEPLE

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled: **MOTION TO EXTEND DEADLINE TO ASSUME OR REJECT UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATION JOSHUA TEEPLE IN SUPPORT** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **January 21, 2026**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **ATTORNEY FOR DEBTOR:** Aaron E. De Leest adeleest@marshackhays.com, adeleest@marshackhays.com,alinares@ecf.courtdrive.com
- **US TRUSTEE: United States Trustee (LA)** ustpregion16.la.ecf@usdoj.gov
- **ATTORNEY FOR DEBTOR: David Wood** dwood@marshackhays.com, dwood@ecf.courtdrive.com;lbuchananmh@ecf.courtdrive.com;spineda@ecf.courtdrive.com;alinares@ecf.courtdrive.com

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On **January 21, 2026**, I delivered the document described above via email to Stretto, Debtor's claims and noticing agent, for service on the interested parties at the last known addresses in this bankruptcy case by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed. Upon completion of the service by Stretto to interested parties, Stretto will file a Certificate of Service listing the addresses served.

DEBTOR	**EXECUTORY CONTRACT**
PAPPAS PIPING SERVICE, INC. 23832 ROCKFIELD BLVD., SUITE 245 LAKE FOREST, CA 92630-2884	DOLLINGER PROPERTIES, INC. ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT OR LAW TO RECEIVE SERVICE OF PROCESS 555 TWIN DOLPHIN DR., STE 600 REDWOOD CITY, CA 94065-2130

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **January 21, 2026**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA PERSONAL DELIVERY
PRESIDING JUDGE'S COPY
HONORABLE MARK D. HOULE
UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
RONALD REAGAN FEDERAL BUILDING AND COURTHOUSE
411 WEST FOURTH STREET, SUITE 6135 / COURTROOM 6C
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

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

January 21, 2026	Layla Buchanan	*/s/ Layla Buchanan*
Date	Printed Name	Signature