

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11
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TRUMP ENTERTAINMENT RESORTS, : Case No. 14-12103 (KG)
INC., et al.,¹ :
: (Jointly Administered)
:
Debtors. : Ref. Docket No. 365
:
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PROPOSED ORDER APPROVING STIPULATION MODIFYING AUTOMATIC STAY TO THE EXTENT NECESSARY TO PERMIT THE DEBTORS TO PARTICIPATE IN ARBITRATION PROCEEDING PURSUANT TO THE COLLECTIVE BARGAINING AGREEMENT WITH UNITE HERE LOCAL 54

Upon consideration of the *Motion for Order Approving Stipulation Modifying the Automatic Stay to the Extent Necessary to Permit the Debtors to Participate in Arbitration Proceedings Pursuant to the Collective Bargaining Agreement with Unite Here Local 54* (the “**Motion**”);² and the *Stipulation Modifying the Automatic Stay to the Extent Necessary to Permit the Debtors to Participate in Arbitration Proceedings Pursuant to the Collective Bargaining Agreement with Unite Here Local 54* (the “**Stipulation**”) being attached hereto as Exhibit A; and due notice of the Stipulation having been given and such notice being adequate and sufficient under the circumstances, and no other or further notice being necessary; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is hereby GRANTED.
2. The Stipulation annexed hereto as Exhibit A is hereby APPROVED.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Trump Entertainment Resorts, Inc. (8402), Trump Entertainment Resorts Holdings, L.P. (8407), Trump Plaza Associates, LLC (1643), Trump Marina Associates, LLC (8426), Trump Taj Mahal Associates, LLC (6368), Trump Entertainment Resorts Development Company, LLC (2230), TER Development Co., LLC (0425) and TERH LP Inc. (1184). The mailing address for each of the Debtors is 1000 Boardwalk at Virginia Avenue, Atlantic City, NJ 08401.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

3. The automatic stay is hereby modified, from and after the date hereof, solely to the extent necessary to permit Unite Here Local 54 (the “**Union**”) to commence and prosecute the following two arbitrations of labor grievances that arose prior to the filing of the bankruptcy petitions in accordance with the terms of the collective bargaining agreement between the Union and the Debtor, entered into on November 18, 2011: (i) *Grievance of Kim Mays*; and (ii) *Grievance of Al Mallimaci, et al.* (together, the “**Arbitrations**”); provided that, the provisions of section 362 of the Bankruptcy Code, including, without limitation, those provisions prohibiting the execution, enforcement or collection of any judgment that may be obtained in connection with the Arbitrations from and against any assets or properties of the Debtors’ estates (as defined in section 541 of the Bankruptcy Code), shall otherwise remain in full force and effect, and neither the Union nor any of their agents, attorneys or representatives shall take any action or attempt to cause any action to be taken to collect all or any portion of any such judgment from the assets or properties of the Debtors’ estates. Nothing contained herein or in the Stipulation shall constitute or operate as a waiver or modification of the automatic stay so as to permit the prosecution against any of the Debtors of any claims by any person or entity other than the Union (and other than as expressly set forth herein and in the Stipulation).

4. The Debtors are authorized to take such steps that are necessary to implement the foregoing.

5. The Court retains jurisdiction to hear any disputes related to the Stipulation or this Order.

Dated: November 18, 2014
Wilmington, Delaware



Kevin Gross
United States Bankruptcy Judge

Exhibit A

Stipulation

SUBJECT TO FRE 408

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
TRUMP ENTERTAINMENT RESORTS, INC., et al.,¹	:	Case No. 14-12103 (KG)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	

**STIPULATION MODIFYING THE AUTOMATIC STAY
TO THE EXTENT NECESSARY TO PERMIT THE DEBTORS TO
PARTICIPATE IN ARBITRATION PROCEEDING PURSUANT TO THE
COLLECTIVE BARGAINING AGREEMENT WITH UNITE HERE LOCAL 54**

This Stipulation (the “Stipulation”) provides a limited modification of the automatic stay pursuant to section 362 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the “Bankruptcy Code”) for the sole purpose and to the extent necessary to permit Trump Taj Mahal Associates, LLC (one of the above-captioned debtors and debtors-in possession) (the “Debtor”) and Unite Here Local 54 (the “Union” and together with the Debtor, the “Parties”) to participate in the following two arbitrations (together, the “Arbitrations”) of labor grievances that arose prior to the filing of the petition in accordance with the terms of the collective bargaining agreement between the Union and the Debtor: (i) *Grievance of Kim Mays*; and (ii) *Grievance of Al Mallimaci, et al.* (together, the “Labor Grievances”).²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Trump Entertainment Resorts, Inc. (8402), Trump Entertainment Resorts Holdings, L.P. (8407), Trump Plaza Associates, LLC (1643), Trump Marina Associates, LLC (8426), Trump Taj Mahal Associates, LLC (6368), Trump Entertainment Resorts Development Company, LLC (2230), TER Development Co., LLC (0425) and TERH LP Inc. (1184). The mailing address for each of the Debtors is 1000 Boardwalk at Virginia Avenue, Atlantic City, NJ 08401.

² By entering into this Stipulation, the Union does not admit that labor arbitration proceedings that are brought pursuant to a collective bargaining agreement are stayed under § 362.

RECITALS

WHEREAS on September 9, 2014 (the "Petition Date"), the Debtor, together with the other above-captioned debtors, each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

WHEREAS, the Parties are parties to the Labor Grievances, which arose prior to the Petition Date.

WHEREAS, on or about May 10, 2014, Arbitrator Barbara Zausner was assigned to hear the *Grievance of Kim Mays* and on or about March 25, 2014, Arbitrator Gerald Restaino was assigned to hear the *Grievance of Al Mallimaci, et al.*

WHEREAS, on or about September 25, 2014, the Union filed an unfair labor practice charge with the National Labor Relations Board ("NLRB"), Case No. 04-CA-137527 (the "Charge"), asserting that the Debtor had violated Sections 8(a)(5) and (1) of the National Labor Relations Act by failing to process the Labor Grievances through to arbitration in accordance with the terms of the collective bargaining agreement.

WHEREAS, the Parties have agreed to proceed with the arbitrations of the Labor Grievances.

WHEREAS, the Parties agree that should the arbiters of the Labor Grievances determine that the Debtor is liable for any damages, the payment of such damages is within the province of United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and are subject to the claims process set forth in these chapter 11 cases.

NOW THEREFORE, upon entry of this Stipulation by the Court, the Debtors and the Union agree and stipulate as follows:

AGREEMENT

1. Within five (5) business days following the entry of an order by the Bankruptcy Court approving this Stipulation, the Union shall submit a written request to the NLRB Regional Director Dennis P. Walsh to withdraw the Charge.

2. Upon approval of this Stipulation by the Bankruptcy Court, and subject to the NLRB's issuing written approval of its withdrawal of the Charge in accordance with paragraph 1 hereof, the automatic stay shall be modified, from and after the date of such approval, solely to the extent of permitting the Union to commence and prosecute the Arbitrations; provided that, the provisions of section 362 of the Bankruptcy Code, including, without limitation, those provisions prohibiting the execution, enforcement or collection of any judgment that may be obtained in connection with the Arbitrations from and against any assets or properties of the Debtors' estates (as defined in section 541 of the Bankruptcy Code), shall otherwise remain in full force and effect, and neither the Union nor any of their agents, attorneys or representatives shall take any action or attempt to cause any action to be taken to collect all or any portion of any such judgment from the assets or properties of the Debtors' estates. Nothing contained herein shall constitute or operate as a waiver or modification of the automatic stay as to permit the prosecution against any of the Debtors of any claims by any person or entity other than the Union (and other than as expressly set forth herein).

3. Except as otherwise set forth herein, the provisions of section 362 of the Bankruptcy Code, including, without limitation, those provisions prohibiting execution, enforcement, or collection of any judgment that may be obtained against the Debtors and/or assets or properties of the Debtors' estates shall remain in full force and effect, and neither the Union, nor its agents, attorneys or representatives shall take any action to execute, enforce or

collect on any such judgment against the Debtors, their estates, affiliates, directors, officers, employees, and agents.

4. The Parties will share the costs of the arbitration of the Labor Grievances in accordance with the provisions of the collective bargaining agreement between the Union and the Debtor, entered into on November 18, 2011. The Debtors is authorized to pay its portion of the costs of the arbitration in an amount not to exceed \$4,500 for expenses, including obtaining a suitable conference room space for the arbitration.

5. This Stipulation may not be amended without the written consent of the parties hereto.

6. This Stipulation may be executed in counterparts by the parties hereto by either facsimile or original signatures.

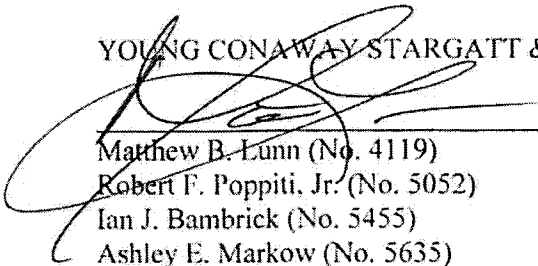
7. Each of the Parties represents that it is empowered, and has taken all action necessary to enable it to enter into, and perform in accordance with, this Stipulation. Each of the undersigned counsel represents that he or she is authorized to execute this Stipulation on behalf of his respective client(s).

8. This Stipulation is subject to approval of the Bankruptcy Court, and shall be of no force and effect unless and until an order approving the same has been entered. If this Stipulation is not approved by the Court, it shall be null and void and shall not be referred to or used for any purpose by any of the parties hereto or any parties to the Arbitrations except as this paragraph.

[Remainder of Page Intentionally Left Blank]

Dated: October 27 2014
Wilmington, Delaware

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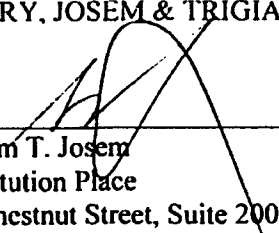
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Dated: October 24, 2014
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