

Hearing Date: March 29, 2016 at 1:00 p.m.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re

SPORTS AUTHORITY HOLDINGS, INC., *et al.*

Debtors and Debtors In Possession.

Chapter 11

**Case No: 16-10527 (MFW)
(Jointly Administered)**

Related D.I. Nos. 9 and 278

LIMITED OBJECTION OF GOAL ZERO LLC TO DEBTORS' MOTION FOR INTERIM AND FINAL ORDERS (A) AUTHORIZING THE DEBTORS TO (I) CONTINUE TO SELL CONSIGNED GOODS IN THE ORDINARY COURSE OF BUSINESS FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES AND (II) GRANT ADMINISTRATIVE EXPENSE PRIORITY TO CONSIGNMENT VENDORS FOR CONSIGNED GOODS DELIVERED POSTPETITION; AND (B) GRANT REPLACEMENT LIENS TO CONSIGNMENT VENDORS WITH PERFECTED SECURITY INTERESTS IN CONSIGNED GOODS AND/OR REMIT THE CONSIGNMENT SALE PRICE ARISING FROM SALE OF CONSIGNED GOODS TO PUTATIVE CONSIGNMENT VENDORS, AND JOINDER IN OBJECTIONS, RESPONSES, AND JOINDERS OF AGRON, INC., GORDINI USA, INC., SGS SPORTS, INC., CASTLEWOOD APPAREL CORP., AND WIGWAM MILLS, INC.

Goal Zero LLC ("Goal Zero"), by and through its undersigned counsel, hereby objects on a limited basis to the entry of a final order with respect to the Debtors' Motion for Interim and Final Orders (A) Authorizing the Debtors to (I) Continue to Sell Consigned Goods in the Ordinary Course of Business Free and Clear of All Liens, Claims and Encumbrances and (II) Grant Administrative Expense Priority to Consignment Vendors for Consigned Goods Delivered Postpetition; and (B) Grant Replacement Liens to Consignment Vendors with Perfected Security Interests in Consigned Goods and/or Remit the Consignment Sale Price Arising from Sale of Consigned Goods to Putative Consignment Vendors (the "Consignment Motion"), and joins in the objections, responses and joinders of Agron, Inc. [D.I. No. 102], Gordini USA, Inc. and SGS Sports, Inc. [D.I. No. 110], Castlewood Apparel Corp. [D.I. No. 113] and Wigwam Mills, Inc. [D.I. No. 608] to the Consignment Motion.



BACKGROUND

Goal Zero has in the past delivered certain goods to the Debtors pursuant to a "pay by scan" arrangement between Goal Zero, as vendor, and TSA Stores, Inc. as vendee. Goal Zero is a Consignment Vendor (as defined in the Consignment Motion).

On March 11, 2016, this Court entered an order approving the Consignment Motion on an interim basis (the "Interim Consignment Order") [Docket No. 278]. The Interim Consignment Order set a hearing for March 29, 2016 at 1:00 p.m. on final approval of the Consignment Motion.

On March 15, 2016, the above-captioned Debtors commenced adversary proceedings against approximately 160 Consignment Vendors, including Goal Zero [Adv. Pro. No. 16-50266], seeking declaratory and injunctive relief in connection with the extent and validity of Consignment Vendors' claims and security interests.

LIMITED OBJECTION AND JOINDER

In light of the pending adversary proceedings against Goal Zero and the other Consignment Vendors, Goal Zero objects to the entry of a final order granting the Consignment Motion. The entry of a final order is at best premature, and instead, the interim relief granted under the Interim Consignment Order should be continued. Goal Zero requests that any order entered granting the Consignment Motion, whether interim or final, should ensure that the protections provided to Consignment Vendors in the Interim Consignment Order and by this Court's March 16, 2016 ruling are also contained in such order.

In addition, Goal Zero joins and incorporates, as if more fully set forth herein, the arguments set forth in the objections, responses and joinders of Agron, Inc. [D.I. No. 102], Gordini USA, Inc. and SGS Sports, Inc. [D.I. No. 110], Castlewood Apparel Corp. [D.I. No. 113] and Wigwam Mills, Inc. [D.I. No. 608] with respect to the Consignment Motion.

RESERVATION OF RIGHTS

Goal Zero expressly reserves its rights to supplement this limited objection and joinder. Indeed, given the Debtors' intent to seek final relief with regard to the Consignment Motion and its intent to sell Consignment Vendors' property via section 363 sales, Goal Zero expects to raise further objections at such times as the issues become ripe for consideration and after the facts and circumstances of the ongoing Consignment Vendor disputes and the pending adversary proceeding against Goal Zero are developed.

CONCLUSION

For the foregoing reasons, Goal Zero respectfully requests that the Court deny Debtors' motion for entry of a final order granting the Consignment Motion, and granting such other and further relief as is just and proper

Dated: March 22 , 2016

LOWENSTEIN SANDLER LLP

By: /s/ Michael S. Etkin
Michael S. Etkin, Esq.
65 Livingston Avenue
Roseland, New Jersey 07068
973.597.2500 (Telephone)
973.597.2400 (Facsimile)

and

David M. Banker, Esq.
1251 Avenue of the Americas
New York, New York 10020
212-262-6700 (Telephone)
212-262-7402 (Facsimile)

Counsel to Goal Zero LLC