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14 **UNITED STATES BANKRUPTCY COURT**
15 **DISTRICT OF NEVADA**

16 In re
17 **FRONT SIGHT MANAGEMENT LLC,**
18
19 Debtor.

20 Case No: BK-S-22-11824-ABL
21 Chapter 11
22 Date: November 18, 2022
23 Time: 9:30 a.m.
24 Location: Foley Courtroom 1, Telephonic

25 **OBJECTION AND RESERVATION OF RIGHTS OF THE U.S. TRUSTEE TO THE**
26 **DEBTOR’S SECOND AMENDED CHAPTER 11 PLAN OF REORGANIZATION**

27 To the Honorable AUGUST B. LANDIS, Chief United States Bankruptcy Judge:

28 Tracy Hope Davis, the United States Trustee for Region 17 (“U.S. Trustee”), by and through her undersigned counsel, hereby files her objection (the “Objection”) and reserves her rights with respect to confirmation of the *Debtor’s Second Amended Chapter 11 Plan of Reorganization* [ECF No. 405] (the “Plan”) filed by the above captioned debtor Front Sight Management LLC (the “Debtor”).¹

¹ Unless otherwise noted: “Section” refers to a section of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”); “FRBP” refers to the Federal Rules of Bankruptcy Procedure; “FRE” refers to the Federal Rules of Evidence; and, “ECF No.” refers to the main bankruptcy docket for case number 22-11824-ABL.

The U.S. Trustee requests that the Court take judicial notice of the pleadings and documents filed in this case, pursuant to FRBP 9017 and FRE 201. To the extent that the objection contains factual assertions predicated upon statements made by Debtor, or any of its current or former

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INTRODUCTION

The Plan should not be confirmed because it contains an overbroad exculpation provision, and enjoins the right to recoupment and setoff. In addition, any Confirmation Order should clarify the treatment of U.S. Trustee quarterly fees, the filing of operating reports, and that confirmation of the Plan does not impose any non-consensual third-party non-debtor releases on creditors.

The Objection is supported by the following memorandum of points and authorities and any argument the Court may permit on the Objection.

MEMORANDUM OF POINTS AND AUTHORITIES

BACKGROUND FACTS

1. On May 24, 2022, Debtor filed a voluntary petition under Chapter 11 commencing this case which was signed by Dr. Ignatius Piazza (“Dr. Piazza”) as Debtor’s manager. [See ECF No. 1, p. 4 of 9; #17].

2. Debtor filed schedules and statement of financial affairs on June 15, 2022. [See ECF No. 137].

3. Debtor’s Section 341 meeting of creditors was held on June 23, 2022 and concluded. [See ECF Nos. 3, 58, 86 & 188].

4. No trustee has been appointed in this case. [See generally case docket].

5. On June 9, 2022 the U.S. Trustee appointed an official committee of unsecured creditors (“OCUC”) in this case. [See ECF Nos. 115-116].

6. On July 1, 2022, the Court entered an order granting final approval for the Debtor to borrow up to \$5,000,000 in post-petition financing from FS DIP, LLC. [See ECF No. 228].

affiliates, agents, attorneys, professionals, officers, directors or employees, the U.S. Trustee submits that such factual assertions are supported by admissible evidence in the form of admissions of a party opponent under FRBP 9017 and FRE 801(d)(2).

1 As of the proposed effective date of the Debtor's plan, this amount will be approximately \$5.2
2 million. [See ECF No. 406, p. 25 of 116].

3 7. As part of the post-petition financing request, Debtor filed a stalking horse asset
4 purchase agreement with FS DIP, LLC wherein FS DIP LLC agreed to pay approximately \$19
5 million for the Debtor's assets. [See ECF No. 150, p. 7 of 19].

6 8. On October 3, 2022, Debtor filed the Plan [ECF No. 405] and Disclosure
7 Statement [ECF No. 406].

8 9. On October 3, 2022, the Court entered an order approving the Disclosure
9 Statement, setting the confirmation hearing for November 18, 2022, and the objection deadline
10 as November 4, 2022 at 10:00 p.m. Pacific Time. [See ECF No. 403].

11 10. On October 21, 2022, Debtor filed a Plan Supplement [ECF No. 445].

12 11. The Plan defines administrative claims to include fees assessed pursuant to 28
13 U.S.C. § 1930 (which includes U.S. Trustee quarterly fees) and to set an administrative claims
14 bar date of 30 days after the Effective Date, and provides that only allowed claims, including
15 allowed administrative claims, are paid through the Plan. [See ECF No. 405, pp. 10-11 of 79; ¶¶
16 1-4; ECF No. 405, p. 32 of 79; §6].

17 12. However, the Plan also provides that “[a]fter the Effective Date, while the
18 Debtor's Chapter 11 Case remains open, the Reorganized Debtor will (i) file with the United
19 States Trustee quarterly reports; and (ii) timely pay fees incurred pursuant to 28 U.S.C. Section
20 1930(a)(6),” and “[t]he quarterly fees owed to the United States Trustee are due and owing every
21 quarter, without the requirement for the United States Trustee to file an administrative claim or a
22 proof of claim. There is also no bar date for quarterly fees.” [See ECF No. 405, p. 21 of 79; lines
23 21-24 & n.5].

24 13. Debtor's Plan provides that “Debtor will satisfy its debt and other claims as set
25 forth in Article III below and implement a recapitalization with approximately \$24.775 million
26 of new capital.” [See ECF No. 405, p. 5 of 79; lines 20-22]. This recapitalization will involve
27 Nevada PF, LLC (an affiliated of FS DIP, LLC) contributing \$19.575 million in cash, plus FS
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1 DIP LLC contributing its \$5.2 million claim to acquire 100% of the Debtor’s new equity
2 interests. [See ECF No. 405, p. 6 of 79; lines 7-13].

3 14. The Plan provides that \$3 million will allocated to the general unsecured class
4 (Class 6), that excess money allocated for professional fees will be paid to the general unsecured
5 (Class 6) account, but that the cost of objecting to Class 6 will be deducted from the Class 6
6 reserved amount. [See ECF No. 405, pp. 7-10 of 79]. The Plan also provides that
7 \$11,805,706.01 will be reserved for the LVDF secured claim of \$11,655,706.01 and \$3.3 million
8 will be reserved for the \$3.3 million Michael Meacher secured claim, but any surplus will revert
9 to the reorganized debtor. [See ECF No. 405, pp. 7-9 of 79]. Debtor’s pre-petition equity holders
10 will not retain any equity in the Debtor. [See ECF No. 405, p. 10 of 79].

11 15. The Plan contains a section entitled “Exculpations and Releases” that provides
12 that:

To the maximum extent permitted by law, neither the Debtor, the Reorganized Debtor, the Committee members, FS DIP, the New Equity Investor nor any of their successors and assigns, advisors, attorneys, employees, officers, directors, shareholders, agents, members, representatives, or Professionals employed or retained by any of them whether or not by Bankruptcy Court order, each in their capacity as such, shall have or incur liability to any Person for an act taken or omitted to be taken in connection with, or related to formulating, negotiating, soliciting, preparing, confirming, implementing, or consummating the Plan or the transactions contemplated therein, or a contract, instrument, release or other agreement or document created or entered into in connection with the Plan; provided, however, that each of the above Persons shall be entitled to rely upon the advice of counsel concerning his or her duties pursuant to, or in connection with, the Plan or any related document, instrument or agreement; provided further that the foregoing exculpation shall have no effect on liability of any Person that results from any act or omission that is determined in a Final Order to have constituted fraud, gross negligence, or willful misconduct.

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25 [ECF No. 405, p. 36 of 79; lines 4-17 (emphasis in original omitted)].

26 16. In addition, the Plan contains discharge and injunction sections as follows:
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1 **A. Discharge.**

2 On the Effective Date, the Debtor will receive a discharge under
3 this Plan pursuant to and in accordance with the provisions of §
4 1141 of the Bankruptcy Code because there has not been a
5 liquidation of all or substantially all of the property of the Debtor's
6 Estate. Pursuant to § 1141(d)(1)(A), Confirmation of the Plan will
7 discharge "the debtor from any debt that arose before the date of
8 such confirmation, and any debt of a kind specified in section
9 502(g), 502(h), or 502(i) of this title, whether or not – (i) a proof of
10 claim based on such debt is filed or deemed filed under section 501
11 of this title; (ii) such claim is allowed under section 502 of this
12 title; or (iii) the holder of such claim has accepted the plan ...". 11
13 U.S.C. §§ 1141(d)(1)(A)(i), (ii) and (iii). **In other words,**
14 **Confirmation of the Plan will effectuate a discharge as to all**
15 **debts or liabilities, whether contingent, unliquidated, disputed,**
16 **known or unknown, that were incurred or arose before**
17 **Confirmation of the Plan.** This includes all types of Claims and
18 obligations arising out of and/or including, but not limited to, (i) all
19 causes of action under state and Federal law (e.g., breach of
20 contract, breach of fiduciary duty, etc.), (ii) trade payables, (iii)
21 landlord claims, (iv) tax Claims including interest, (v)
22 environmental claims, (vi) employee related claims and (vii) any
23 other known or unknown Claim from any debt arising prior to Plan
24 Confirmation.

25 **The Plan shall bind the holders of all Claims whether or not**
26 **they vote to accept the Plan. The rights afforded in the Plan**
27 **and the treatment of all Claims therein shall be in complete**
28 **satisfaction, discharge and release of all Claims against the**
 Debtor or its Assets of any nature whatsoever except as
 otherwise specifically provided in the Plan. Except as set forth
 in the Plan, all Claims shall be forever satisfied, discharged
 and released in full on the Effective Date, and all holders of
 Claims shall be forever precluded and enjoined from asserting
 Claims against the Reorganized Debtor. Any litigation pending
 prepetition and/or initiated postpetition in any court other
 than the Bankruptcy Court where relief from stay was not
 obtained from the Bankruptcy Court shall be deemed
 discharged upon Plan Confirmation and the occurrence of the
 Effective Date.

26 **B. Continuing Stay/Injunction.**

27 The automatic stay is lifted upon the Effective Date as to property
28 of the Estate. However, the stay continues to prohibit collection or

1 enforcement of prepetition Claims against the Reorganized Debtor
2 or the Reorganized Debtor's property until the earlier of the date:
3 (1) the Debtor's bankruptcy Case is closed, or (2) the Debtor's
4 bankruptcy Case is dismissed. Therefore, all parties bound by the
5 Plan shall take no action with respect to, and are enjoined from,
6 collecting or enforcing their prepetition Claims against the
7 Reorganized debtor as set forth herein, and as otherwise provided
8 by operation of law, until the earlier of the date that (1) the
9 Debtor's bankruptcy Case is closed, or (2) the Debtor's bankruptcy
10 Case is dismissed.

11 **The Confirmation Order shall enjoin the prosecution, whether**
12 **directly, derivatively or otherwise, of any Claim, obligation,**
13 **suit, judgment, damage, demand, debt, right, cause of action,**
14 **liability or interest released, discharged or terminated**
15 **pursuant to the Plan.**

16 Except as provided in the Plan or the Confirmation Order, as of the
17 Effective Date, all entities that have held, currently hold or may
18 hold a Claim or other debt or liability that is discharged or an
19 interest or other right of an equity holder that is impaired pursuant
20 to the terms of the Plan are permanently enjoined from taking any
21 of the following actions against the Debtor, the Debtor's Estate, the
22 Reorganized Debtor or its property on account of any such
23 discharged Claims, debts or liabilities or terminated interests or
24 rights: (i) commencing or continuing, in any manner or in any
25 place, any action or other proceeding; (ii) enforcing, attaching,
26 collecting or recovering in any manner any judgment, award,
27 decree or order; (iii) creating, perfecting or enforcing any lien or
28 encumbrance; (iv) asserting a setoff, right of subrogation or
recoupment of any kind against any debt, liability or obligation due
to the Debtor; and (v) commencing or continuing any action in any
manner, in any place that does not comply with or is inconsistent
with the provisions of the Plan.

29 **By accepting distribution pursuant to the Plan, each holder of**
30 **an Allowed Claim receiving a Distribution pursuant to the**
31 **Plan will be deemed to have specifically consented to the**
32 **injunctions set forth in this Section.**

33 [ECF No. 405, pp. 47-49 of 79 (emphasis in original)].

34 17. On October 21, 2022, the Debtor filed a Plan supplement that contains the term
35 sheet of a consulting/employment agreement between Dr. Piazza and an entity, PrairieFire, that
36 is the proposed new equity owner, which includes the following provision:
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1 As additional consideration for the services to be provided under
2 the consulting and/or employment agreement, PrairieFire shall
3 enter into broad releases of any and all Chapter 5 claims against
4 the Pizza [sic] Parties, including, but not limited to, claims for
5 preference payments, fraudulent transfers, and turnover of property
6 of the Debtor's estate. For the further avoidance of doubt, the
7 parties acknowledge that Dr. Piazza is the owner of certain [insert
8 description of machine guns] which were NOT identified on
9 Debtor's schedule of assets, but are used by Debtor on loan from
10 Dr. Piazza [TBD]. For the further avoidance of doubt, PrairieFire
11 shall not support any plan of reorganization that does not contain
12 such releases.

13 [ECF No. 445, p. 5 of 7; section entitled "Release of Claims"]

14 ARGUMENT

15 18. Before the Court can confirm a plan filed under Chapter 11, the Court must find
16 that the plan and the plan's proponent have complied with the requirements of Section 1129(a),
17 and, if not all impaired classes have voted to accept the plan, that the Plan meets the requires of
18 Section 1129(b). *See* 11 U.S.C. § 1129.

19 19. As with any other confirmation requirement, the plan proponent must demonstrate
20 the satisfaction of Section 1129(a) by a preponderance of the evidence. *Liberty Nat'l Enters. v.*
21 *Ambanc La Mesa Ltd. P'ship (In re Ambanc La Mesa Ltd. P'ship)*, 115 F.3d 650, 653 (9th Cir.
22 1997).

23 20. The Court must find that the Plan provisions comply with the Bankruptcy Code
24 before the Court can confirm a plan. *See* 11 U.S.C. § 1129(a)(1).

25 21. The Court must find that the Plan proponent has complied with the Bankruptcy
26 Code, including Section 1125. *See* 11 U.S.C. § 1129(a)(2).

27 The Exculpation is Overbroad

28 22. Plans should generally only exculpate those actions taken in connection with a
bankruptcy case between the petition date and the effective date of the plan. *See, e.g., In re*
Fraser's Boiler Serv., Inc., 593 B.R. 636, 639-40 (Bankr. W.D. Wash. 2018); *In re Yellowstone*
Mountain Club, LLC, 460 B.R. 254, 271 (Bankr. D. Mont. 2011) (reading the exculpation clause
to protect only those acts that occurred between the petition date and effective date.); *see also*

1 *Blixseth v. Credit Suisse*, 961 F.3d 1074, 1082 (9th Cir. 2020) (holding that Section 524(e) does
2 not bar a narrow exculpation clause that is focused on the plan approval process and relates only
3 to that process).

4 23. Here, the Exculpation exceeds the temporal limits of the bankruptcy case because
5 it is not limited to the period between the Petition Date and the Effective Date of the Plan. [See
6 ECF No. 405, p. 36 of 79; lines 4-17].

7 24. Confirmation should thus be denied unless the Exculpation is limited to the period
8 between the Petition Date and the Effective Date of the Plan. *See, e.g., In re Fraser's Boiler*
9 *Serv., Inc.*, 593 B.R. at 640 (“Exculpation clauses generally only exculpate actions taken ...
10 between the petition date and the effective date of the plan.”); *In re Mallinckrodt PLC*, 639 B.R.
11 837, 849 (Bankr. D. Del. 2022) (Bankr. D. Del. Feb. 8, 2022) (“I agree with the UST that this
12 provision is temporally overbroad in that it improperly sweeps in prepetition conduct.... The
13 exculpation of estate fiduciaries is afforded by Section 1103(c) of the Code, which relates to the
14 powers and duties of committees appointed pursuant to Section 1102 It therefore only
15 extends to conduct that occurs between the Petition Date and the effective date.”) (emphasis
16 added); *see also In re Lowenschuss*, 67 F.3d 1394, 1401-02 (9th Cir. 1995) (holding that global
17 release provision in plan was “contrary to § 524(e)”; *In re South Edge LLC*, 478 B.R. 403, 415-
18 16 (D. Nev. 2012) (exculpation clause was not impermissible release because it merely “set[] a
19 standard of care to be applied *in the bankruptcy proceeding* - a matter which lies within the
20 bankruptcy court's exclusive jurisdiction - and reiterates federal preemption principles”)
21 (emphasis added).

22 The Plan Impermissibly Seeks to Bar Recoupment or Setoff Rights

23 25. The Plan provides that after confirmation creditors will be permanently enjoined
24 from, *inter alia*, “asserting a setoff, right of subrogation or recoupment of any kind against any
25 debt, liability or obligation due to the Debtor.” [See ECF No. 405, pp. 48-49; clause (iv)].

26 26. Case law establishes that the assertion of the right of recoupment does not
27 constitute a claim within the meaning of 11 U.S.C. § 101(5). *Aetna U.S. Healthcare, Inc. v.*
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1 *Madigan (In re Madigan)*, 270 B.R. 749, 754 (B.A.P. 9th Cir. 2001) (stating, “Since recoupment
2 is neither a claim nor a debt, it is unaffected by either the automatic stay or debtor’s discharge.”)
3 (citations omitted) (emphasis added); *Oregon v. Harmon (In re Harmon)*, 188 B.R. 421, 425
4 (B.A.P. 9th Cir. 1995) (stating, “Because recoupment only reduces a debt as opposed to
5 constituting an independent basis for a debt, it is not a claim in bankruptcy, and is therefore
6 unaffected by the debtor's discharge.”) (emphasis added) (citation omitted); *Nevada State Bk. v.*
7 *Jamison Family P'ship*, 801 P.2d 1377, 1382 (Nev. 1990) (characterizing recoupment as an
8 affirmative defense under Nevada law). The right of recoupment, therefore, does not give rise to
9 a debt, because debts represent Debtor’s liability on a claim. 11 U.S.C. § 101(12).

10 27. In addition, the Ninth Circuit has held that other provisions of the Bankruptcy
11 Code generally do not affect setoff rights preserved under 11 U.S.C. § 553. *See In re De*
12 *Laurentiis Entertainment Group, Inc.*, 963 F.2d 1269, 1276-1277 (9th Cir. 1992). The *De*
13 *Laurentiis* court stated that “[t]he majority view provides strong support for the primacy of
14 section 553, since those courts subordinate section 524(a)(2) to that provision even though
15 section 524 expressly applies to setoffs.” *In re De Laurentiis Entertainment Group, Inc.*, 963
16 F.2d 1269, 1276 (9th Cir. 1992). The *De Laurentiis* court therefore held that
17 [S]ection 553 must take precedence over section 1141. In reaching
18 this conclusion, we rely not only on the foregoing persuasive
19 authority, but also on the language and structure of section 553 and
20 the policies which underlie it. Section 553 provides that, with listed
21 exceptions not relevant here, “this title does not affect the right of
22 any creditor to offset a mutual debt....” This language not only
23 establishes a right to setoffs in bankruptcy, subject to enumerated
24 exceptions, but seems intended to control notwithstanding any
25 other provision of the Bankruptcy Code. To give section 1141
26 precedence would be to ignore this language.

27 *In re De Laurentiis Entertainment Group, Inc.*, 963 F.2d 1269, 1276-77 (9th Cir. 1992).

28 28. Because the right of recoupment does not give rise to a debt, it is not subject to
discharge or the discharge injunction under 11 U.S.C. §§ 524 and 1141. In addition, controlling
precedent in the Ninth Circuit holds that the setoff rights in 11 U.S.C. § 553 take precedence
over the discharge or the discharge injunction under 11 U.S.C. §§ 524 and 1141. Therefore the

1 Plan's provision which purports to bar potential rights of setoff or recoupment that may be
2 asserted by non-debtor third parties therefore constitutes an attempt by the Debtor to
3 impermissibly enjoin the assertion of affirmative defenses that are not otherwise subject to
4 discharge under 11 U.S.C. § 524(e).

5
6 The Confirmation Order Should Clarify That No Third Party Non-Debtor
Releases Are Being Imposed On Non-Consenting Creditors Through the Plan

7 29. The Discharge/Injunction section of the Plan provides that, “[b]y accepting
8 distribution pursuant to the Plan, each holder of an Allowed Claim receiving a Distribution
9 pursuant to the Plan will be deemed to have specifically consented to the injunctions set forth in
10 this Section.” [See ECF No. 405, p. 49 of 79; lines 3-5]. It is unclear what creditors are being
11 deemed to have specifically consented to in the Plan.

12 30. To the extent that this provision could be read to constitute consent to a non-
13 debtor, third party release somewhere in the Plan, the U.S. Trustee objects to it.

14 31. The Ninth Circuit has construed Section 524(e) to bar approval of non-consensual
15 third-party non-debtor releases. See *Resorts Int'l, Inc. v. Lowenschuss (In re Lowenschuss)*, 67
16 F.3d 1394, 1401 (9th Cir. 1995) (stating, “This court has repeatedly held, without exception, that
17 § 524(e) precludes bankruptcy courts from discharging the liabilities of nondebtors.”).

18 32. Other than the very narrow exception in *Blixseth*, “[a]ny third-party release in
19 connection with a plan or reorganization, at a minimum, must be fully disclosed and purely
20 voluntary on the part of the releasing parties and cannot unfairly discriminate against others.”
21 See *Billington v. Winograde (In re Hotel Mt. Lassen)*, 207 B.R. 935, 941 (Bankr. E.D. Cal.
22 1997); see also *Blixseth v. Credit Suisse*, 961 F.3d 1074, 1082 (9th Cir. 2020) (holding that
23 Section 524(e) does not bar a narrow exculpation clause that is focused on the plan approval
24 process and relates only to that process).

25 33. To the extent that this “deemed consent” provision could be construed to relate to
26 releases contained within the plan or associated documents, such releases are neither clearly
27 disclosed nor is receiving a distribution under the Plan the clear manifestation of consent to
28 release third parties required by the *Hotel Mt. Lassen* decision.

1 34. Accordingly, for the avoidance of doubt, the Confirmation Order should clarify
2 that no provision in the Plan constitutes a non-debtor, third party release.

3 The Confirmation Order Should Clarify the Treatment of U.S. Trustee Quarterly
4 Fees and the Filing of Operating Reports

5 35. The U.S. Trustee objects to the Plan to the extent it seeks to subject quarterly fees
6 to an allowance procedure by grouping such fees into the definition of “Administrative Claim” as
7 set forth in the Plan.

8 36. Fees assessed pursuant to 28 U.S.C. § 1930(a)(6) are not synonymous with
9 administrative expenses allowed pursuant to 11 U.S.C. § 503(b). “Quarterly fees payable to the
10 U.S. Trustee are assessed against Chapter 11 estates pursuant to § 1930(a)(6) of Chapter 123 of
11 Title 28.” *U.S. Trustee v. Hirsch (In re Ehrman)*, 184 B.R. 362, 363-64 (D. Ariz. July 3,
12 1995)(emphasis added). *See also U.S. Trustee v. Endy (In re Endy)*, 104 F.3d 1154, 1157 (9th
13 Cir. 1997)(holding that quarterly fees had a higher priority than Chapter 11 administrative
14 expenses in the case of a conversion to Chapter 7); *Huisinga v. Carter (In re Juhl Enters.)*, 921
15 F.2d 800, 803 (8th Cir. 1990)(“Nothing in the statutes indicates that the Trustee's quarterly fees
16 are synonymous with § 503(b) administrative expenses.).

17 37. Although the Plan also provides that U.S. Trustee fees will be paid and a footnote
18 therein provides that these fees are not subject to an allowance process, for the avoidance of
19 doubt, if the Plan is confirmed, the confirmation order should make clear that quarterly fees are
20 assessed fees that do not require allowance and will be paid for periods when this case remains
21 open, in Chapter 11, and has not been converted or dismissed.

22 38. In addition, while the Plan provides that after the Effective Date the Reorganized
23 Debtor will file quarterly reports while the case remains open, the confirmation order should
24 clarify that after confirmation, the reorganized debtor shall continue to file the “UST Form 11-
25 MOR, Monthly Operating Report” form through the Effective Date. After the Effective Date, the
26 Reorganized Debtor and any other authorized parties who have been charged with administering
27 the confirmed Plan shall file the “UST Form 11-PCR, Post confirmation Report” form every
28 calendar quarter until the earlier of: (1) the entry of a final decree; (2) the conversion of the case

1 to a case under another chapter; or (3) the dismissal of the case. In order to clearly demarcate
2 when this will occur, the confirmation order should clarify that within two business days of the
3 Effective Date, the Reorganized Debtor or any other authorized parties who have been charged
4 with administering the confirmed plan shall file a Notice of Occurrence of the Effective Date,
5 identifying the Effective Date and indicating that it has occurred.

6 39. The U.S. Trustee reserves all rights to object to any amendments or supplements
7 to the Plan.

8 **WHEREFORE**, the U.S. Trustee respectfully requests that the Court deny confirmation
9 of the Plan.

10 Dated: November 4, 2022

TRACY HOPE DAVIS
UNITED STATES TRUSTEE, REGION 17

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13 By: /s/ Edward M. McDonald Jr.
14 Edward M. McDonald Jr., Esq.,
15 Trial Attorney
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