IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

IN RE:	)	
	)	
THE SRKO FAMILY LIMITED PARTNERSHIP	)	Bankruptcy Case No. 10-13186-SBB
EIN 20-0334422	)	Chapter 11
	)	
Debtor.	)	

OBJECTION OF INFORMAL MECHANICS LIENHOLDER COMMITTEE TO ADEQUACY OF DISCLOSURE STATEMENT TO PLAN OF REORGANIZATION PROPOSED BY JANNIE RICHARDSON AND WEBELIEVETOMORROW, LLC

The Informal Mechanics Lienholder Committee (the "Committee"), consisting of G.E. Johnson Construction Company, Stresscon Corp., Mech-One, Inc., Olson Plumbing and Heating Company, Rial Heating and Air Conditioning, Inc., E Light Electric Services, Inc., and Bible Electric, Inc., by its counsel, Fairfield and Woods, P.C., hereby objects to the adequacy of the Disclosure Statement for Plan of Reorganization for the Debtor dated July 14, 2014 of Jannie Richardson and Webelievetomorrow, LLC (the "Richardson Plan").

INTRODUCTION

As discussed below, the Committee believes that the Disclosure Statement describes a fatally defective plan. Accordingly, approval of the Disclosure Statement should be denied without the need to even consider the adequacy of the information contained in the Disclosure Statement. *See* Section I below. In the event the Court is inclined to defer consideration of issues regarding defects in the Richardson Plan and consider the adequacy of the information contained in the Disclosure Statement at this time, the Committee has

identified significant inadequacies in the Disclosure Statement which are set forth in Section II below.

I. THE RICHARDSON PLAN IS NOT FEASIBLE

A bankruptcy court may address the issue of plan confirmation where it is obvious at the disclosure statement stage that a later confirmation hearing would be futile, because the plan described by the disclosure statement is patently unconfirmable. *In re American Capital Equipment* LLC, 688 F.3d 145, 153-5 (3rd Cir. 2012). Among the reasons for the court's ruling in *American Capital Equipment* was that the debtor's proposed plan was highly speculative, because its source of funding was equally speculative. *Id.* at 156. *See also, In re Century Investment Fund VIII Limited Partnership,* 114 B.R. 1003, 1005 (Bankr. E.D. Wis. 1990) ("If a plan is on its face nonconfirmable as a matter of law, then it is appropriate for the court not to approve the disclosure statement; *In re Eastern Maine Elec. Co-Op., Inc.,* 125 B.R. 329, 333 (Bankr. D. Me. 1991) ("If the disclosure statement describes a plan that is so 'fatally flawed' that confirmation is 'impossible,' the court should exercise its discretion to refuse to consider the adequacy of disclosures.").

Approval, or even consideration of, the Disclosure Statement to the Richardson Plan would be a tremendous waste of time and money.

> A disclosure statement is a solicitation document approved by a bankruptcy court as containing adequate information so that an informed determination can be made whether to accept or reject a reorganization plan . . . The approval of a disclosure statement by a bankruptcy court is an early step in the confirmation process, followed by time consuming and expensive solicitation procedures and confirmation hearings. Having found patent legal defects in the . . . plan rendering it not confirmable, the Court denies approval of the Debtor's . . . disclosure statement.

In re 266 Washington Associates, 141 B.R. 275, 288 (Bankr. E.D.N.Y. 1992). Even though the Richardson Plan is not proposed by the Debtor, the process of considering its confirmation will

impose burden and expense on the Debtor, who will, at a minimum, incur time and expense in reviewing and assuring the adequacy and completeness of the disclosures, and on creditor constituencies, including the Committee, who will inevitably oppose its confirmation *See In re Eastern Maine Elec. Co-Op, Inc.,* 125 B.R. at 333 ("[U]ndertaking the burden and expense of plan distribution and vote solicitation is unwise and inappropriate if the proposed plan could never legally be confirmed."); *In re Valrico Square Limited Partnership,* 113 B.R. 794, 796 (Bankr. S.D. Fla. 1990) ("Soliciting votes and seeking court approval on a clearly fruitless venture is a waste of the time of the court and the parties."); *In re Dakota Rail, Inc.,* 104 B.R. 138 (Bankr. D. Minn. 1989) ("Allowing a facially nonconfirmable plan to accompany a disclosure statement is both inadequate disclosure and a misrepresentation."); *In re Unichem Corporation,* 72 B.R. 95, 98 (Bankr. N.D. Ill. 1987).

There are two fundamental defects in the Richardson Plan. The first is the lack of a firm commitment for the funding of the proposed $10 million Initial Funding Loan and the $3 million to be invested by the Class A members. Without the exit financing, the Plan is not feasible and is patently non-confirmable. Unless and until the Richardson Plan is supported by firm commitments for the Initial Funding Loan and the Class A membership interests, the Court should not approve the Disclosure Statement.

The second is the proposal to place Jannie Richardson in control of Webelievetomorrow, LLC ("WBT'), the entity which will take ownership of the Colorado Crossing project and proceed with its development under the Richardson Plan. 11 U.S.C. §1129(a)(5)(A)(ii) requires that the appointment of any individual in a plan of reorganization to serve as a director or officer of the reorganized debtor or its successor must be consistent with the interests of creditors, equity security holders, and with public policy. While little case law exists under this Code section, "it

would seem that if the bankruptcy court is to have a role beyond the ministerial one of counting ballots, then the public policy requirement would enable it to disapprove plans in which demonstrated incompetence or malevolence is a hallmark of the proposed management." *Collier on Bankruptcy,* 16th ed. ¶1129.02[5][c]. It is not in the interests of creditors, equity security holders, or public policy for Ms. Richardson to be the person in control of WBT.

This Court ordered the appointment of a Chapter 11 Trustee in the Richardson bankruptcy case because, among other reasons, of Ms. Richardson's failure to disclose many transactions with her affiliated entities, assets, liabilities, executory contracts and unexpired leases in her Schedules of Assets and Liabilities and Statement of Financial Affairs, and her failure to file monthly operating reports. Shortly after his appointment as Chapter 11 Trustee in the Richardson case, C. Randel Lewis discovered that, immediately prior to the hearings resulting in his appointment, Ms. Richardson and other family members adopted an amendment to SRKO's limited partnership agreement in an effort to deprive Mr. Lewis of the ability to control SRKO and other affiliates. Mr. Lewis was forced to bring further proceedings to secure a Court order for control of those entities, or for the appointment of a Chapter 11 trustee for SRKO, as a result of Ms. Richardson's actions.

The Examiner appointed in the SRKO bankruptcy case determined that (a) SRKO and its affiliates lacked the sophistication, from a financial reporting and accounting perspective, that would be expected of comparable businesses; (b) Ms. Richardson viewed SRKO and its affiliated entities as one company that she controls, and operated each as such, including commingling cash, accounts, loans, and obligations; and (c) the countless transactions among SRKO and its affiliates are complex and multi-layered, rendering the actual flow of funds to be extremely difficult to trace.

Further, as recently as 2013, more than 2 years after Ms. Richardson was removed from control of her own estate and that of SRKO, SRKO and the Richardson Trustee were required to pursue contempt proceedings against Ms. Richardson and other family members in connection with their efforts to exert continuing control over metropolitan districts formed to service the property of the Richardson and SRKO estates. Ms. Richardson and her family members have caused the SRKO estate to incur significant and unnecessary fees and expenses.

The Disclosure Statement reveals that Ms. Richardson intends to continue to use family members and affiliated businesses in the development of the property acquired by WBT under the Richardson Plan, creating the likelihood of continued commingling, and accompanying incomplete and inaccurate accounting. The Richardson Plan contemplates that WBT will make annual payments from the proceeds of development to a liquidating trustee, who will then distribute the proceeds to creditors. The Richardson Plan provides for a default mechanism if WBT fails to make the required payments, giving creditors control over WBT. In reality, however, by the time a default occurs, and the creditors seize control, the proceeds of WBT asset sales could have been dissipated, leaving the creditors with no effective remedy. Similarly, there is no protective provision that would preclude insiders and affiliates purporting to provide goods and services to WBT from asserting mechanics' and materialmen's liens against the property, consuming all the potential value, and leaving no return whatsoever for creditors, or resulting in, effectively, a Chapter 22 bankruptcy for the Colorado Crossing project. Any plan that provides for Ms. Richardson to remain in control of the reorganized debtor, or its successor, is not in the best interests of creditors, and is in violation of public policy.

II. INADEQUACY OF DISCLOSURE

In order to inform creditors about the probable financial results of acceptance or rejection of a particular plan, ". . .the information to be provided should be comprised of all those factors presently known to the plan proponent that bear upon the success or failure of the proposals contained in the plan." *In re Stanley Hotel, Inc.*, 13 B.R. 926, 929 (Bankr. D. Colo. 1981). There are numerous deficiencies and defects in the Plan and Disclosure Statement, and inconsistencies between the two, that preclude approval of the Disclosure Statement at this time.

A. Plan Supplement.

The Richardson Plan proposes to submit the Plan Supplement, containing the proposed operating agreement for WTB and the Liquidation Trust agreement, ten days prior to hearing on confirmation of the Richardson Plan. (Article 7.I of Plan). As discussed in greater detail below, these documents are critical documents that should be included with the solicitation package sent to all creditors.

B. Claims Classification

The Disclosure Statement should disclose why the three Category 2 Mechanic's Lien Claims are classified in three separate sub-classes of the Plan, when their lien rights are of equal priority.

C. Status of Class 3 Lien Claims.

While Article 3 of the Plan statues that the Class 3 Claims are Impaired, Article 5.C. of the Plan provides that the Class 3 Claims are not impaired and are not entitled to vote. This discrepancy should be reconciled.

D. Memberships in WTB

A copy of the proposed operating agreement for WTB must be included in the solicitation package for creditors to be able to make an informed decision regarding voting on the Plan. The Plan and Disclosure Statement contain a number of inconsistencies in their discussion of the proposed treatment of the Class A and Class B memberships in WTB; and additional clarification of the rights of the Class B members is needed.

i. Article 7(B)(i) of the Plan provides that Class B membership interests held by the Liquidation Trust are non-voting, until there is an event of default under the Plan, at which time the Class B interests convert to Class A interests and are entitled to 100% of the voting power. What this provision does not address is what percentage of the Class A membership interests the Liquidation Trust will hold for purposes of distributions.

ii. Article 7(B)(ii) of the Plan provides that, in the event of default, the Class B membership interests convert to 99% of the Class A membership interests. This provision does not specify whether the Liquidation Trust's 99% membership interests nevertheless receive 100% of the distributions, or whether the original Class A members, who were previously entitled to no cash distributions until payment in full of the amounts due the Class B members, now become entitled to 1% of the distributions.

iii. Article 7(B)(iii) of the Plan says that Class A shall be entitled to all "member distributions," inconsistent with other plan provisions which provide that the Class B members will receive all cash distributions. This provision says that the Class A members will be allocated all of the losses

that may be generated by WBT, but not who will be allocated any income. The Disclosure Statement suggests that the Class A members will be allocated all income and losses; but that provision is not found in the Plan. This article of the Plan also does not clarify whether this provision applies both before and after conversion of the Class B membership interests to Class A upon a default under the Plan.

iv. None of these provisions indicate whether, upon conversion of its Class B membership interests to Class A membership interests, the Liquidation Trust will be allocated income and losses for tax purposes. The Disclosure Statement suggests it will be.

v. The Plan does not disclose whether any decisions by WBT require unanimous approval of voting members, which could render meaningless the proposal to give the Class B members a supermajority vote upon default. The Plan also does not clarify whether any key decisions by WBT, including, for example, a proposal by WBT to sell all of its remaining real estate for an amount less than the payments required to be made to the Class B members, would require the consent of the Class B members.

Only upon receipt the proposed Operating Agreement for WBT will creditors be able to understand the impact of the proposed issuance of Class A and Class B membership interests in WBT and their respective rights before and after an event of default.

E. Liquidation Trust

A copy of the Liquidation Trust must be included in the solicitation package for creditors to be able to make an informed decision regarding voting on the Plan. At a minimum, the Disclosure Statement must disclose, (i) the identity and proposed compensation of the Liquidation Trustee; (ii) the voting rights within the Liquidation Trust, including what right creditors holding beneficial interests in the Liquidation Trust have to direct the actions of the Liquidation Trustee, or remove the Liquidation Trustee and appoint a successor; (iii) what power and authority the Liquidation Trustee has to deal with the assets of WBT, and pursue actions on behalf of WBT, upon an event of default; (iv) whether the Liquidation Trust owes any duties to the original Class A members, after an event of default; and (v) what rights the original Class A members have upon assumption of control of the Liquidation Trust after a default.

F. Valuation of Filing 1

The Disclosure Statement should disclose the valuation of Filing 1 as of the Plan Effective Date. The Plan proposes to pay the Class 1 Claims approximately 98% of the principal amount of their claims, plus the real estate taxes assessed against Filing 1; suggesting a total valuation of Filing 1 of approximately $2.8 million. In contrast, the Disclosure Statement indicates that WBT intends to sell three buildings within Filing 1, in their current condition, for $3,440,000. In addition, WBT will continue to own the Theater, the Parking Garage, and the remaining lots in Filing 1. The Disclosure Statement should disclose the value of these remaining assets, and why the Plan does not propose to pay the full value of Filing 1 to the creditors holding liens against it, the Class 1 and Class 2 Claims.

G. Development Plans; Proof of Funding

Approval of the Disclosure Statement should be conditioned upon evidence of a firm commitment for issuance of the Initial Funding Loan and detailed disclosure of all relevant loan terms; and upon proof that the proposed Class A investors in WBT have $3 million in committed funds to invest. In addition, the Disclosure Statement suggests, as soon as the property may be re-platted, WBT will sell three partially completed buildings to insiders. Because completion of those buildings will have an impact on WBT's successful development of the remaining real estate, the Disclosure Statement should discuss (i) the financing commitments secured by those purchasers to complete their respective buildings; (ii) the timeline for anticipated completion of the buildings and occupancy by tenants or re-sale; (iii) the impact on WBT's development if those purchasers are incapable of completing the buildings and they remain in their current condition; and (iv) the conditions to closing and the impact on WBT if these sales fail to close.

H. Proposed Sale of Parcel A.

The Disclosure Statement indicates that, upon completion of re-platting, WBT will sell what is currently designated as Parcel A, a part of the Vacant Land consisting of 13.9 acres at the corner of Interquest Parkway and Voyager, for a total purchase price of $1,300,000, representing $2.14 per square foot. Parcel A is arguably the most valuable parcel in the entire Colorado Crossing development, given its visibility and access. The Disclosure Statement should disclose (i) any and all connections of the proposed purchasers, Mr. Yong Cho and Newgrounds, LLC, to Ms. Richardson and her affiliates; (ii) how the purchase price for Parcel A was determined, whether it represents the fair market value of Parcel A and, if not, the justification for the sale of Parcel A at a discount; (iii) the development plans for Parcel A; (iv) the funding available to the purchasers to proceed with development, (v) the impact of that development, and the proposed

purchase price (which appears to be a substantial discount off the current fair market value for Parcel A, given the proposed sales prices for the other lots set forth in Exhibit I), on the valuation of the remaining property to be developed and sold by WBT; and (vi) the conditions to closing and the impact on WBT if this sale fails to close. In addition, the map attached to the Disclosure Statement provides that Parcel A consists of 15.9 acres, while the disclosure statement says it consists of 13.9 acres. This discrepancy should be reconciled.

I. Financial Projections

The Disclosure Statement should disclose how the proposed lot prices set forth on pages 35 and 36, and in the financial projections, were determined. In addition, the lot descriptions and prices set forth on pages 35 and 36 of the Disclosure Statement do not tie into the same numbers set forth in the financial projections, or into the depiction of the proposed developed lots set forth in the map. These discrepancies should be reconciled. The Disclosure Statement should also discuss what portion of the total project will be dedicated to common areas and infrastructure, and thus will not be available for sale to subsequent developers.

The Disclosure Statement suggests that WBT will be reimbursed up to $4 million from the issuance of metro district bonds within the first two years after Plan confirmation; the financial projections attached to the Disclosure Statement indicate reimbursement in the first year. The Disclosure Statement should disclose the risks related to the projected timing of issuance of these bonds, whether any purchasers of district bonds have been identified, the anticipated cost of the bonds, including the projected interest rate to be paid on the bonds, the impact on the sale of the remaining lots of the issuance of the bonds, and the impact on WBT if the bonds are not issued as anticipated.

The Disclosure Statement suggests that the Parking Garage may be completed for a cost of $600,000; the source of that projection should be disclosed. The Committee believes the cost of completion is closer to $2 million. In addition, Exhibit I suggests that WBT does not intend to complete construction of the Parking Garage until the second year of the Plan. Upon information and belief, WBT will not be able to secure a certificate of occupancy for the Theater until the Parking Garage is completed. The Disclosure Statement should address the impact of the failure to complete the Parking Garage by the time the Theater Building is completed on WBT's ability to secure a certificate of occupancy for the Theater Building, lease the Theater Building, and/or refinance it.

The Disclosure Statement suggests that the Theater may be refinanced in the second year of the Plan at a loan amount of $4 million, the proceeds of which will be used, in part, to retire the Initial Funding Loan. The Disclosure Statement should disclose whether WBT has negotiated a lease agreement with Cinemark, or any other movie theater operator, for the lease of the Theater; the anticipated lease terms and rates; whether WBT has secured an as-completed appraisal for the Theater which supports a potential loan of $4 million; the source and terms of the $ 4 million loan, and the impact on WBT should the loan not be secured as anticipated. In addition, the Financial Projections suggest that WBT does not intend to complete the parking garage which supports the Theater building until the second year of the Plan, after the proposed refinance of the.

The financial projections should be presented on a monthly basis, rather than an annualized one, so that creditors may determine the risk of WBT running out of working capital at any point during any year of the proposed repayment.

The financial projections should include a detailed description of the expenses to be included in the budgeted $250,000 per year of administrative expense.

J. Return to Class A Members

The Disclosure Statement should disclose what assets are projected to remain in WBT after the repayment of creditors' claims as proposed in the Plan, and the projected return to the Class A members on their initial $3 million investment, should the Plan be fully performed by WBT.

K. Miscellaneous Corrections.

Joint Caption.

While the Richardson Plan is clearly intended to be a reorganization of the SRKO estate only, the use of the joint caption with the Richardson estate creates confusion. The caption to the Plan and Disclosure Statement should be limited to the SRKO caption.

Rieger Loan.

Page 17 and Page 24 of the Disclosure Statement incorrectly state that the Rieger Loan was fully funded. In fact, Mr. Rieger advanced only $110,000.

JSGE DIP Loan

The discussion of the JSGE DIP Loan on page 24 of the Disclosure Statement should delete reference to the Star Mesa Contract or the discussion of it in Section III.J. above.

Vacant Land

The discussion of the Vacant Land on page 21 of the Disclosure Statement Statement suggests that it is subdivided into six separate development parcels. That statement is correct. The Vacant Land has not been subdivided.

Exhibit J – Liquidation Analysis

This spreadsheet contains mathematical errors which should be corrected.

III. CONCLUSION

Because the Plan, as structured, is neither feasible nor confirmable, approval of the Disclosure Statement would be a futile exercise, and will cause the estate and creditors to incur unnecessary expense in opposing final approval of the Disclosure Statement and confirmation of the Richardson Plan. In addition, the Disclosure Statement is deficient in numerous respects, as set forth in detail above. Thus, the Informal Mechanics Lienholder Committee requests that the Court deny approval of the Disclosure Statement.

Dated: August 11, 2014.

Fairfield and Woods, P.C.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on August 11, 2014 a true and correct copy of the following was served by U.S. Mail, first class postage prepaid:

See the attached matrix.

s/ Julie Boling
Julie Boling

Label Matrix for local noticing
1082-1
Case 10-13186-SBB
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End of Label Matrix

Mailable recipients	58
Bypassed recipients	0
Total	58