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10 **UNITED STATES BANKRUPTCY COURT**
 11 **DISTRICT OF NEVADA**

12
 13 In re:
 14 **BLACK MOUNTAIN GOLF & COUNTRY**
CLUB,
 15
 Debtor.

Case No.: 17-11540-BTB
 Chapter 11

**SECURED CREDITOR LIBERTY
 VILLAGE, LLC'S OPPOSITION TO
 DEBTOR'S SECOND REQUEST TO
 EXTEND EXCLUSIVITY**

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 18 Liberty Village, LLC ("Liberty"), through its counsel of record, files this opposition
 19 ("Opposition") to the Debtor's Second Request to Extend the Debtor's Exclusivity Period to Solicit
 20 Acceptances ("Second Request"), respectfully requesting this Court deny the *Debtor's Second Request*
 21 *to Extend Exclusivity*.¹ ECF No. 174.
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 23
 24

25
 26 ¹ When used herein, all references to "ECF No." are to the numbers assigned to the documents
 27 filed in the case as they appear on the docket. All references to "Section" are to the provisions of the
 Bankruptcy Code, 11 U.S.C. §§ 101-1532. All References to "FRBP" are to the Federal Rules of
 Bankruptcy Procedure. All references to "LR" are to the Local Rules of Bankruptcy Practice for the
 United States District Court for the District of Nevada.



1 This Opposition is supported by: the following Memorandum of Points and Authorities; all
2 papers and pleadings filed in the above-captioned case, judicial notice of which is requested under Rule
3 201 of the Federal Rules of Evidence; and any arguments of counsel offered to support the Opposition
4 during any hearing held on the Opposition.

5 **MEMORANDUM OF POINTS AND AUTHORITES**

6 **I. Jurisdiction and Venue**

7 The Court has jurisdiction under 28 U.S.C. §§ 157 and 1334. Venue is proper in this district
8 under 28 U.S.C. § 1409.

9 This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). If it is determined
10 that the Court cannot enter final orders or judgment consistent with Article III of the United States
11 Constitution, Liberty consents to the entry of final orders or judgment by this Court.

12 The relief requested is premised on Section 1112(b)(4) and Section 362(d).

13 **II. Statement of Facts**

14 **1. Relevant Events in the Debtor’s Bankruptcy Case**

15 On March 30, 2017, the Debtor filed a chapter 11 petition for bankruptcy relief under Chapter
16 11 of the Bankruptcy Code. ECF No. 1. The Debtor’s original deadline to file a plan (“Plan”) within
17 the exclusivity period was July 28, 2017, and the Debtor’s original deadline to solicit acceptance of the
18 Plan was September 31, 2017. The Debtor’s first request to extend its exclusivity period enlarged its
19 exclusivity period to file a Plan from July 28, 2017, to September 31, 2017. ECF Nos. 132, 157. Further,
20 the Debtor’s first request to extend its exclusivity period enlarged its exclusivity period to solicit
21 acceptance of the Plan from September 31, 2017, to January 31, 2018. *Id.* To date, the Debtor has not
22 provided the status of progress attained during this first extension. The Debtor, through its Second
23 Request, now seeks another extension of its exclusivity period to file a Plan from September 31, 2017,
24 to January 31, 2018. ECF No. 174. Further, the Debtor seeks to extend its exclusivity period to solicit
25 acceptance of the Plan from January 31, 2018, to May 31, 2018. *Id.*

26 Additionally, the Debtor is authorized to obtain unsecured credit in an amount up to \$500,000
27 as an unsecured loan, payable as an expense of administration. ECF Nos. 77, 113.



1 1. Overview of the Debtor's Operations

2 The Debtor continues to operate at a significant loss, reporting a \$201,567.00 loss due to
3 operations during the first 120-days in bankruptcy. *Id.* Despite these significant operational losses, it
4 appears the Debtor continues to sink additional funds into its operations. ECF Nos. 77, 113.
5 Alarming, it appears the Debtor is using its post-petition financing, payable as an expense of
6 administration, to keep its drowning operations afloat.

7 2. The Debtor's Second Request for Exclusivity is Unjustified.

8 The Debtor's Second Request is premised on primarily three events that fail to justify a second
9 four-month extension, as detailed herein. First, the Debtor claims it needs additional time to resolve an
10 adversary proceeding ("Adversary Proceeding"), Case No. 17-01178-BTB. However, as discussed
11 below, an on-going adversary proceeding cannot justify an extension of exclusivity.

12 Second, the Debtor seeks to extend exclusivity to pursue its repurchasing application
13 ("Repurchase") with the Bureau of Land Management ("BLM"), which the Debtor hopes will eliminate
14 the reversionary interest the BLM currently holds in the BLM Property. *Id.* The Debtor claims that the
15 appraised value of the BLM Property is \$30.8 million. *Id.* However, the Debtor offers no evidence that
16 supports this valuation other than a self-serving affidavit. ECF No. 175.

17 Last, the Debtor states it has initiated its request for rezoning with the City of Henderson
18 ("Rezoning"), but offers no evidence that supports that Rezoning will ensure a successful
19 reorganization of the Debtor (Repurchase and Rezoning, collectively are herein referred to as
20 "Projects"). ECF No. 174. Further, the Debtor reports it has engaged in substantial conversations with
21 neighborhood members regarding a development plan for neighborhood enhancements. *Id.* However,
22 it remains unclear how the Debtor plans to fund this development plan given its massive operational
23 losses. ECF Nos. 101, 115, 131, 166.

24 3. Debtor Cannot Confirm a Plan of Reorganization

25 As will be addressed in Liberty's forthcoming Motion to Dismiss, Liberty may veto any Plan
26 the Debtor proposes, because Liberty's claim will likely represent over one-third of the vote of the
27 unsecured creditors. Specifically, Liberty is the Debtor's largest secured creditor, as Liberty's claim



1 against the Debtor now amounts to \$5,342,540.15. Liberty's claim is secured by a first position deed
 2 of trust ("Liberty DoT") on the Debtor's 27-hole golf course.² Even if the Property is valued
 3 generously, Liberty will still be left with a potential unsecured claim that likely represents over one-
 4 third of the vote of the unsecured creditors class. In turn, Liberty can, and will, vote to block the
 5 Debtor's efforts to reorganize at this time. Thus, the Debtor cannot secure the votes its needs for its
 6 Plan to be confirmed.

7 To date, the Debtor is no closer to setting forth a realistic plan for emerging from bankruptcy
 8 than it was when it first filed for bankruptcy relief, nearly six months ago. Because the Debtor asserts
 9 that it has prepared a claims analysis and started to draft the Plan and Disclosure Statement, there is no
 10 justification for any further delay. Thus, this Court should deny the Debtor's Second Request.

11 III. Legal Standard

12 Section 1121(b) provides that only the debtor may file a plan until after 120 days after the
 13 order for relief under this chapter. 11 U.S.C. § 1121. Section 1121(d) provides that any party in interest
 14 may seek to extend or reduce the 120-day period by establishing cause. 11 U.S.C. § 1121; Importantly,
 15 when determining whether cause exists, the court consider the legislative goals of Section 1121(d). 11
 16 U.S.C. § 1121. "Section 1121 was designed, and should be faithfully interpreted, to limit the delay that
 17 makes creditors the hostages of Chapter 11 debtors." *In re Timbers of Inwood Forest Assocs., Ltd.*, 808
 18 F.2d 363, 372 (5th Cir. 1987). Further, to serve the both language and purpose of Section 1121(d),
 19 extensions should not be routinely granted. *See In re Kun*, 15 B.R. 852, 853 (Bankr. D. Ariz. 1981)
 20 (quoting, Bankruptcy Act Revision, Serial No. 27, Part 3, Hearings on H.R. 31 and H.R. 32 before the
 21 Subcomm. on Civil and Constitutional Rights of the Comm. on the Judiciary, 94th Cong., 2nd Sess.
 22 (March 29, 1976) ("The granting of authority to creditors to propose plans of reorganization and
 23 rehabilitation serves to eliminate the potential harm and disadvantages to creditors and democratizes
 24 the reorganization process)).

25 With these legislative goals in mind, the court determines whether cause is exists by considering
 26 the following nine factors:

27 _____
² The Property is located at 500 Greenway Road, Henderson, Nevada 89015.

- 1 (1) The size and complexity of the case;
- 2 (2) The necessity for sufficient time to permit the debtor to negotiate a plan of
- 3 reorganization and prepare adequate information;
- 4 (3) The existence of good faith progress toward reorganization;
- 5 (4) The fact that the debtor is paying its bills as they become due;
- 6 (5) Whether the debtor has demonstrated reasonable prospects for filing a viable
- 7 plan;
- 8 (6) Whether the debtor has made progress in negotiations with its creditors;
- 9 (7) The amount of time which has elapsed in the case;
- 10 (8) Whether the debtor is seeking an extension of exclusivity in order to pressure
- 11 creditors to submit to the debtor's reorganization demands; and
- 12 (9) Whether an unresolved contingency exists.

12 *In re Adelpia Communs. Corp.*, 352 B.R. 578, 586-87 (Bankr. S.D.N.Y. 2006); *Official Comm. of*
 13 *Unsecured Creditors v. Henry Mayo Newhall Mem'l Hosp. (In re Henry Mayo Newhall Mem'l Hosp.)*,
 14 282 B.R. 444, 452 (B.A.P. 9th Cir. 2002).

15 Here, cause does not exist because all nine enumerated factors weigh against the Debtor. Rather,
 16 the Debtor's Second Request to extend exclusivity is simply an effort to keep its creditors in the dark
 17 as it appears the Debtor has all necessary information to propose a Plan. ECF No. 174. Therefore, this
 18 Court should deny the Debtor's Second Request to extend exclusivity for the reasons discussed below.

19 **IV. Argument**

20 The Debtor claims that first, second, third, fifth, sixth, seventh, and eighth *In re Adelpia* factors
 21 favor the Debtor. However, the Debtor's claims are merely conclusory assertions unsupported by
 22 evidence, aside from a self-serving affidavit from Debtor's President. ECF No. 175.

23 *A. First Factor*

24 The first factor considers the complexity of the matter. *In re Adelpia*, 352 B.R. 578, 586-87
 25 (Bankr. S.D.N.Y. 2006). Several courts have determined that cause is nonexistent if the movant shows
 26 the debtor's case is not complex. 7-1121 COLLIER ON BANKRUPTCY P 1121.06 (16th 2017); (citing *In*
 27 *re Curry Corp.*, 148 B.R. 754, 756 (Bankr. S.D.N.Y. 1992); *In re Gen. Bearing Corp.*, 136 B.R. 361,

1 367-8 (Bankr. S.D.N.Y. 1990)). The debtor’s case is not complex when it involves few creditors, and
2 assets. *In re Southwest Oil Co.* (1987, BC WD Tex) 84 BR 448, 452.

3 Here, the Debtor claims pending state court actions make this case is complex. In making this
4 claim, the Debtor ignores that all state court actions are stayed³ or have been removed to bankruptcy
5 court. Thus far, no creditors have obtained relief from the automatic stay. These state court actions,
6 therefore, do not complicate the Debtor’s bankruptcy case. Further, this case involves only 70 creditors
7 and it has one asset, its Property. The small number of creditors and single Property estate dictate this
8 case is neither unusually large or complex to justify extension. Thus, this factor weighs against the
9 Debtor.

10 *B. Second Factor*

11 The second factor contemplates whether the time to negotiate a plan and prepare information is
12 adequate. *In re Adelpia*, 352 B.R. 578, 586-87 (Bankr. S.D.N.Y. 2006).

13 Here, the Debtor claims that additional time will enable it to continue to pursue its Projects.
14 However, the Debtor has already initiated the pursuit of these Projects, which it could only do if it had
15 negotiated the parameters of a Plan. Further, because the Debtor details of the processes in its Second
16 Request, the Debtor has adequate information to prepare a Plan. In turn, the Debtor does not require
17 additional time to negotiate its Plan or prepare information. Likewise, the Debtor has had nearly six
18 months to negotiate with its creditors since it filed for bankruptcy. The Debtor has had ample
19 opportunity to negotiate with its creditors. This is especially true regarding its largest creditor, Liberty,
20 as Liberty and the Debtor were engaged in negotiations for years. Thus, this factor weighs against the
21 Debtor.

22 *C. Third Factor*

23 The third factor contemplates whether good faith progressed toward reorganization exists. *In re*
24 *Adelpia*, 352 B.R. 578, 586-87 (Bankr. S.D.N.Y. 2006). Where, as here, debtors have not tried to
25 formulate plan, requests for exclusivity extensions have been denied. *In re Sw. Oil Co.*, 84 B.R. 448,
26 451 (Bankr. W.D. Tex. 1987)

27 _____
³ One matter was remanded, but only as to non-debtors.



1 Here, the Debtor claims it has made good faith progress toward reorganization because it has
2 secured post-petition financing for business operations, employed various professionals, assumed
3 several contracts, and continues to litigate the Adversary Proceeding. However, these events are not
4 indicative of progress. Rather, these events happen with regularity at the commencement of a
5 bankruptcy case via first day motions. Further, the Debtor cannot point to any evidence,
6 notwithstanding the self-serving affidavit, that shows the Debtor has made any real progress toward
7 reorganization. While the Debtor has acted to stabilize its operations, its actions do not equate to
8 progress toward reorganization. The stabilization of the Debtor cuts against the Debtor, as each action
9 needlessly buries the Debtor under more debt to support its failing operations.

10 Specifically, the Debtor secured post-petition financing for business operations, despite
11 reporting a \$200,000.00 loss during a mere four months. ECF Nos. 101, 115, 131, 166. In addition, the
12 Debtor has not formulated a strategy that shows the Debtor can revive its going concern. Further, the
13 Debtor has employed various professionals to support its waning operations, which is not indicative
14 that the Debtor has made any progress to reorganization. Alarming, the Debtor is absorbing these
15 losses by drawing from its post-petition financing, which is payable as an administrative expense. ECF
16 No. 113. The repayment of these operational losses will have priority over the creditor body. *Id.*
17 Likewise, the Debtor has assumed various contract; however, the Debtor has failed to show how the
18 assumption of these contracts means that a successful reorganization is on the horizon.

19 The Debtor insists that engaging in the Adversary Proceeding evinces progress. However, an
20 ordinary Chapter 11 debtor is expected to bring litigation with it, or the potential for litigation, and is
21 not in itself sufficient cause to justify extension of exclusivity period. *In re Southwest Oil Co.* (1987,
22 BC WD Tex) 84 BR 448, 452. The Debtor has failed to specify, and it is unclear, why this Adversary
23 Proceeding's resolution is invaluable, or why the Adversary Proceeding must be resolved before the
24 Debtor proposes a Plan. As the Debtor notes in its Second Request, the creditor is seeking 25% of sale
25 proceeds of the Property in the Adversary Proceeding. The Debtor will either win or lose. Therefore,
26 the Debtor should set forth a Plan that considers both outcomes and outlines class treatment, unless
27 losing this Adversary Proceeding will foreclose the Debtor's ability to reorganize. If so, the Debtor's



1 case should be dismissed or converted, as this result runs contrary to the purpose of a chapter 11
2 bankruptcy case. These actions do not show that the Debtor has made any concrete progress toward
3 reorganization in good faith or otherwise. Thus, this factor weighs against the Debtor.

4 *D. Fourth Factor*

5 The fourth factor contemplates whether the debtor's paying its bills as they become due. *In re*
6 *Adelphia*, 352 B.R. 578, 586-87 (Bankr. S.D.N.Y. 2006).

7 Here, the Debtor wholly fails to address this factor. However, based on the considerable and
8 consistent operational losses that the Debtor is sustaining, it hardly seems plausible that the Debtor can
9 pay its bills as they become due. Specifically, the Debtor reported over a \$200,000.00 loss over four
10 months. ECF Nos. 101, 115, 131, 166. The Debtor's Second Request proposes a four-month exclusivity
11 extension. The Debtor lost \$200,000.00 in four months, and the Debtor currently has no strategy to
12 address these loses. It follows that this trend will presumably continue during the four-month
13 exclusivity extension that the Debtor seeks, resulting in an additional \$200,000.00. This means that if
14 the Debtor's Second Request is granted, then the Debtor will have accrued a \$400,000.00 deficiency
15 by the end of the proposed explicitly period. This \$400,000.00 deficit shows that the Debtor cannot
16 pay its bills as they become due. Moreover, currently, the Debtor is paying debts through its post-
17 petition financing, creating an administrative priority claim. In short, granting the Debtor's Second
18 Request will add at least a \$200,000.00 deficit to the Debtor's bottom line, which the Debtor has
19 subsidize by using post-petition funds; the Debtor's use of post-petition funds will subordinate the
20 Debtor's creditors' claims; and, creditors will be delayed by another four months. Simply put, there is
21 no upside to extending this exclusivity period for the creditor body, the estate, or the Debtor. Thus, this
22 factor weighs against the Debtor.

23 *E. Fifth Factor*

24 The fifth factor contemplates whether the debtor has reasonable prospects of filing a viable
25 plan. *In re Adelphia*, 352 B.R. 578, 586-87 (Bankr. S.D.N.Y. 2006). Courts have found that cause is
26 nonexistent when the movant shows an extension would be fruitless, especially when the previous
27 extension proved ineffective. 7-1121 COLLIER ON BANKRUPTCY P 1121.06 (16th 2017); (citing *In re*

1 *Gagel & Gagel*, 24 B.R. 674, 675 (Bankr. S.D. Ohio 1982) (terminating exclusivity because the debtor
2 was unable to find an impaired accepting class for cramdown)). The purpose and goal of Section
3 1121(d) cannot be served when the court routinely grants extension motions. *See In re Kun*, 15 B.R.
4 852, 853 (Bankr. D. Ariz. 1981).

5 Here, the Debtor similarly fails to address this factor. However, the Debtor has no reasonable
6 prospects of filing a viable plan, because Liberty can veto any chapter 11 plan the Debtor sets forth,
7 and will do so at this time, as addressed in Liberty's forthcoming Motion to Dismiss. Liberty may veto
8 any Plan because even if the Property is valued generously, because Liberty will still be left with a
9 potential unsecured claim that likely represents over one-third of the vote of the unsecured creditors
10 class. This means the Debtor will be unable to obtain acceptance from one impaired class. In turn, the
11 Debtor will not have a path to confirmation. Thus, this factor weighs against the Debtor.

12 *F. Sixth Factor*

13 The sixth factor contemplates whether the debtor has made progress negotiating with its
14 creditors. *In re Adelpia*, 352 B.R. 578, 586-87 (Bankr. S.D.N.Y. 2006).

15 Here, the Debtor fails to address this factor. Importantly, the Debtor previously sought and
16 obtained an exclusivity extension. ECF Nos. 132, 157. To date, however, the Debtor provides no details
17 related to negotiation progress that occurred during its first exclusivity extension. The Debtor now
18 seeks a Second Request to extend exclusivity to marshal its already negotiated Projects to completion.

19 Specifically, the Debtor claims that additional time will enable the Debtor to pursue its request
20 for Rezoning, and Repurchasing. However, it is unclear why the Debtor's Plan is contingent on these
21 Projects. Rather, it appears that the Debtor is operating, and asking its creditors to blindly operate, on
22 the assumption that completing these Projects will ensure the Debtor's reorganization. The basis of the
23 Debtor's assumption regarding the Rezoning is entirely unclear. The Debtor's assumption regarding
24 the Repurchase is presumably based on its assertion that the BLM property is worth \$30.8 million;
25 however, the Debtor offers no evidence that supports this valuation of the BLM property, aside from a
26 self-serving affidavit. Alternatively, if the Debtor can submit evidence that shows these Projects will
27



1 ensure that the Debtor can reorganize, then the Debtor has the necessary information to file a Plan, and
2 should do so.

3 Further, Liberty is the largest creditor; however, the Debtor has certainly made no progress with
4 Liberty. Rather, the Debtor has only scheduled a settlement conference with the Liberty. While the
5 Debtor has taken several actions during this case, these actions do not equate to progress; stabilization
6 is not reorganization. Thus, this factor weighs against the Debtor.

7 *G. Seventh Factor*

8 The seventh factor considers how long the debtor has been in bankruptcy. *In re Adelpia*, 352
9 B.R. 578, 586-87 (Bankr. S.D.N.Y. 2006).

10 Here, the Debtor has been in bankruptcy for since March 30, 2017, which means the automatic
11 stay has precluded the Debtor's creditors from pursuing their rights for nearly six months. During this
12 time, the Debtor has not set forth any evidence that assures its creditors that shows the Debtor is forming
13 a proficient Plan to rebound from its massive operating deficit to remerge from bankruptcy. Rather, it
14 continues to sink additional capital into its operations. These accrued losses ensure the Debtor cannot
15 reorganize, as it is far from clear how the Debtor could plausibly recover from its never-ending losses.
16 Thus, this factor weighs against the Debtor.

17 *H. Eighth Factor*

18 The eighth factor that contemplates whether the debtor extending the plan to pressure creditors
19 into accepting the plan. *In re Adelpia*, 352 B.R. 578, 586-87 (Bankr. S.D.N.Y. 2006).

20 Here, the Debtor does not address this factor. To date, the Debtor has not set forth a Plan. At the
21 outset, however, the Debtor's considerable and consistent operational losses illustrate that an extension
22 of exclusivity will only enable the Debtor to further deplete its coffers. As noted, granting the Debtor's
23 Second Request for a four-month extension will merely tack at least a \$200,000.00 deficit onto the
24 Debtor's bottom line, which the Debtor appears to be subsidizing by using its post-petition funds; the
25 Debtor's use of post-petition funds will subordinate the Debtor's creditors' claims; and, creditors will
26 be delayed by another four months. In turn, creditors will likely be forced either accept Plan treatment
27 or permit the Debtor to continue operating in the red. As such, an extension will merely delay

1 resolution. Further, it will cause creditors and the Debtor's estate to incur additional fees and costs.
2 Thus, this factor weighs against the Debtor.

3 *I. Ninth Factor*

4 The ninth factor contemplates whether unresolved contingencies exist. *In re Adelpia*, 352 B.R.
5 578, 586-87 (Bankr. S.D.N.Y. 2006). The intent behind the consideration of this factor is to determinate
6 whether these unresolved contingencies are speculative to the extent that a Plan cannot be proposed.
7 *Generally, id.* at 589.

8 Here, the Debtor has various unresolved contingencies. However, as discussed, these
9 unresolved contingencies are not the type that are usually considered under this factor, because once
10 resolved they are not particularly informative or integral to the preparation of the Plan. Moreover, based
11 on its substantial operating losses, it appears that the Debtor is seeking to extend exclusivity because it
12 cannot fund the Plan. However, the Debtor cannot justify this Second Request to extend exclusivity
13 based on its financial inability to confirm the Plan, because it would enable the Debtor to hold its
14 creditors hostage by remaining in bankruptcy until its finances improved, which runs contrary to the
15 purpose embodied in Section 1121. Thus, this factor weighs against the Debtor.

16 In addition to these factors, there is a transcendent consideration regarding whether the
17 adjustment of exclusivity will facilitate moving the case forward. *Official Comm. of Unsecured*
18 *Creditors v. Henry Mayo Newhall Mem'l Hosp. (In re Henry Mayo Newhall Mem'l Hosp.)*, 282 B.R.
19 444, 453 (B.A.P. 9th Cir. 2002).

20 Here, the Debtor contends that by avoiding competing plans the Debtor will save the estate
21 expenses. However, the Debtor has made no strides toward reorganization during its time in bankruptcy.
22 The Debtor's massive operating losses will likely continue indefinitely. In turn, this extension will
23 permit the Debtor to accrue further debt, squandering what little assets the Debtor has on its failing
24 business. Thus, this Court should deny the Debtor's Second Request.



V. Conclusion

1 If the Debtor cannot put forth a viable Plan, other creditors should be allowed to do so. For the
2 foregoing reasons, this Court should (i) deny the Debtor's request for a Second Request extension of
3 its exclusivity period under Section 1121 because it has failed to establish cause, and (ii) grant Liberty
4 such additional relief as the Court deems appropriate under the circumstances.
5

6 Dated this 5th day of September, 2017.

7 Respectfully submitted by:

8 **ANDERSEN LAW FIRM, LTD.**

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