

1 ZEV SHECHTMAN (State Bar No. 266280)
zs@DanningGill.com
2 UZZI O. RAANAN (State Bar No. 162747)
uraanan@DanningGill.com
3 AARON E. DE LEEST (State Bar No. 216832)
adeleest@DanningGill.com
4 DANNING, GILL, ISRAEL & KRASNOFF, LLP
1901 Avenue of the Stars, Suite 450
5 Los Angeles, California 90067-6006
Telephone: (310) 277-0077
6 Facsimile: (310) 277-5735



7 Attorneys for Brett Arthur Butler,
Debtor and Debtor in Possession
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9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
11 **LOS ANGELES DIVISION**

12 In re
13 BRETTH ARTHUR BUTLER,
14 Debtor and
Debtor in Possession.
15

Case No. 2:21-bk-10458-BR
Chapter 11 (Subchapter V)

**ORDER CONFIRMING DEBTOR'S
FIRST AMENDED CHAPTER 11 PLAN
OF REORGANIZATION**

Date: September 1, 2021
Time: 9:30 a.m.
Crtrm.: 1668
255 East Temple Street
Los Angeles, California 90012

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19 On September 1, 2021 at 9:30 a.m., there came before the United States Bankruptcy
20 Court for the Central District of California, Los Angeles Division (the "Court"), the Honorable
21 Barry Russell, United States Bankruptcy Judge, presiding, a hearing on the Motion for Order
22 Confirming First Amended Chapter 11 Plan of Reorganization (*docket no. 111*) (the "Motion")
23 filed by Brett Arthur Butler, Debtor and Debtor in Possession (the "Debtor"). Zev Shechtman,
24 Uzzi O. Raanan, and Aaron E. de Leest, of Danning, Gill, Israel & Krasnoff, LLP, appeared for
25 the Debtor. Jonathan S. Shenson and Lauren N. Gans of the Shenson Law Group appeared for
26 creditor Gregory T. Swick ("Swick"). M. Douglas Flahaut, the Subchapter V Trustee, also
27 appeared. There were no other appearances.
28

1 The Court, having considered and reviewed the Debtor's First Amended Chapter 11
2 Subchapter V Plan of Reorganization (*docket no. 110*) (the "Plan"),¹ the Motion (*docket no.*
3 *111*), including all notices, exhibits, declarations, and other documents filed in support of the
4 Plan and the Motion, Notice of Motion and Confirmation Motion (*docket no. 111*), Notice of
5 Confirmation Hearing and Deadlines Related to Debtor's First Amended Plan (*docket no. 112*),
6 Proof of Service re: 1) Debtor's First Amended Chapter 11 Subchapter V Plan of Reorganization;
7 2) Notice of Confirmation Hearing and Deadlines Related to Debtor's First Amended Plan; 3)
8 Ballot for Accepting or Rejecting Plan; and 4) Scheduling Order (*docket no. 113*), Summary of
9 Ballots (*docket no. 135*), Objection of Gregory T. Swick to Debtor's First Amended Chapter 11
10 Subchapter V Plan of Reorganization (July 13, 2021) (*docket no. 123*), Evidentiary Objection to
11 Declaration of James Wong in Support of Motion For Order Confirming First Amended Chapter
12 11 Plan of Reorganization (*docket no. 124*); Evidentiary Objection to Declaration of Brett Arthur
13 Butler in Support of Motion for Order Confirming First Amended Chapter 11 Plan Of
14 Reorganization (*docket no. 125*), Debtor's Reply in Support of Motion for Order Confirming
15 First Amended Chapter 11 Plan of Reorganization(*docket no. 136*) (the "Reply"),² Debtor's
16 Evidentiary Objections to Declaration of Ryan Davis (*docket no. 138*), Debtor's Evidentiary
17 Objections to Declaration of Lauren N. Gans (*docket no. 140*), Debtor's Responses to
18 Evidentiary Objections to Declaration of Brett Arthur Butler (*docket no. 142*), Debtor's
19 Responses to Evidentiary Objections to Declaration of James Wong (*docket no. 143*), and all
20 other pleadings and evidence submitted in connection with the Plan, the complete record in the
21 Debtor's Chapter 11 case, and the oral arguments and representations made by counsel at the
22 hearing, and based on the Court's findings of fact and conclusions of law set forth on the record
23 at the hearing; and after due deliberation and sufficient cause appearing therefor,

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25 ¹ Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in
26 the Plan. If not capitalized in the Plan, such terms shall have the meaning ascribed to them in the
Bankruptcy Code.

27 ² The Plan, as modified and amended by the Reply, is collectively referred to herein as the Plan.
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1 **IT IS HEREBY FOUND AND DETERMINED THAT:**

2 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

3 A. The findings of fact and conclusions of law herein, and as set forth on the record
4 at the hearing, constitute the Court's findings of fact and conclusions of law. To the extent any
5 findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions
6 of law are findings of fact, they are adopted as such.

7 B. This matter is a core proceeding over which the Court has jurisdiction under 28
8 U.S.C. §§ 157(b) and 1334(a). This proceeding's venue is proper under 28 U.S.C. §§ 1408 and
9 1409.

10 C. The Debtor provided notice of the confirmation hearing and of the time fixed for
11 filing objections to plan confirmation to all entities entitled to receive that notice, including all of
12 the Debtor's known creditors. That notice fully and adequately described the requested relief, was
13 reasonable and appropriate, and complied in all regards with due process. That notice also
14 complied with the applicable provisions of: (a) the Bankruptcy Code; (b) the Federal Rules of
15 Bankruptcy Procedure (the "Bankruptcy Rules"); (c) the Local Bankruptcy Rules of the United
16 States Bankruptcy Court for the Central District of California; and (d) all relevant orders of the
17 Court.

18 D. The Debtor conducted its solicitation of acceptances or rejections of the Plan and the
19 related distribution and tabulation of ballots with respect to that solicitation in good faith. In
20 addition, the solicitation, distribution, and tabulation complied with all applicable provisions of the
21 Bankruptcy Rules; all applicable provisions of the Bankruptcy Code; and all other applicable laws,
22 rules, and regulations. Among other things, the Debtor transmitted the Plan to all known persons
23 who hold claims or interests and that are impaired under the Plan and who are therefore entitled to
24 vote on the Plan.

25 E. The Plan satisfies all of the requirements under Section 1190 of the Bankruptcy
26 Code.

1 F. The Plan satisfies all of the requirements of a plan under Section 1191(b) and (c)
2 and meets all applicable requirements of Section 1129(a), as more particularly set forth below and
3 in the Court's oral findings of facts and conclusions of law:

4 (a) 11 U.S.C. § 1129(a)(1) - The Plan complies with all of the applicable
5 provision of the Bankruptcy Code, including Sections 1122 and 1123.

6 (b) 11 U.S.C. § 1129(a)(2) - The Debtor has complied with the applicable
7 provisions of the Bankruptcy Code, thereby satisfying Section 1129(a)(2) of the Bankruptcy Code.

8 (c) 11 U.S.C. § 1129(a)(3) - The Debtor has proposed the Plan in good faith and
9 not by any means forbidden by law, thereby satisfying Section 1129(a)(3) of the Bankruptcy Code.

10 (d) 11 U.S.C. § 1129(a)(4) - Any payment made or to be made by the Debtor for
11 services or for costs and expenses in connection with the case or in connection with the Plan and
12 incident to the case has been approved by, or is subject to the approval of the Court, thereby
13 satisfying Section 1129(a)(4) of the Bankruptcy Code.

14 (e) 11 U.S.C. § 1129(a)(5) - This Section is not applicable to the Plan and is
15 satisfied.

16 (f) 11 U.S.C. § 1129(a)(6) - This Section is not applicable to the Plan and is
17 satisfied.

18 (g) 11 U.S.C. § 1129(a)(7) - The Plan provides that each holder of a Claim in
19 an impaired Class shall have either accepted the Plan or will receive or retain under the Plan on
20 account of such claim property of a value, as of the Effective Date, that is not less than the
21 amount that such holder would receive or retain if the Debtor were liquidated under Chapter 7 of
22 the Bankruptcy Code on such date. The Liquidation Analysis, attached as Exhibit 1 to the Plan,
23 reflects, and the Court finds, that each holder of a Claim in an impaired class will receive under
24 the Plan a distribution on account of such Claim that is more than such holder would receive or
25 retain if the Debtor were liquidated in a Chapter 7. Thus, the Plan satisfies Section 1129(a)(7) of
26 the Bankruptcy Code.

27 (h) 11 U.S.C. § 1129(a)(8) – Class 2, the only impaired class in the Plan, has
28 not voted to accept the plan. However, despite the fact that this requirement is not met, the Plan

1 is still confirmable in this Subchapter V case under Section 1191(b) because it does not
2 discriminate unfairly and is fair and equitable with respect to each class of claims that is
3 impaired under, and has not accepted the Plan.

4 (i) 11 U.S.C. § 1129(a)(9) - The Plan's treatment of Administrative Claims
5 and Priority Tax Claims satisfies the requirements of Sections 1129(a)(9) of the Bankruptcy
6 Code, as modified by Section 1191(e) of the Bankruptcy Code.

7 (j) 11 U.S.C. § 1129(a)(10) - Class 2 is impaired and has not voted to accept
8 the Plan. However, despite the fact that this requirement is not met, the Plan is still confirmable
9 in this Subchapter V case under Section 1191(e) because it does not discriminate unfairly and is
10 fair and equitable with respect to each class of claims that is impaired under, and has not
11 accepted the Plan.

12 (k) 11 U.S.C. § 1129(a)(11) - The Debtor has satisfied his burden to show that
13 confirmation of the Plan is not likely to be followed by liquidation or the need for further
14 reorganization. Thus, the Plan satisfies Section 1129(a)(11) of the Bankruptcy Code.

15 (l) 11 U.S.C. § 1129(a)(12) - The Plan provides that all fees payable pursuant
16 to Section 1930(a) of title 28 of the United States Code, shall be paid on or before the Effective
17 Date. Thus, the Plan satisfies Section 1129(a)(12) of the Bankruptcy Code.

18 (m) 11 U.S.C. § 1129(a)(13) – The Debtor does not currently have any liability
19 to pay “retiree benefits” as that term is defined under Section 1114(a) of the Bankruptcy Code.
20 As such, this Section is not applicable to the Plan and is satisfied.

21 (n) 11 U.S.C. § 1129(a)(14) – The Debtor has no domestic support
22 obligations. Thus, this Section is not applicable to the Plan and is satisfied.

23 (o) 11 U.S.C. § 1129(a)(15) – Pursuant to Section 1181(a) of the Bankruptcy
24 Code, Section 1129(a)(15) of the Bankruptcy Code is inapplicable in Subchapter V cases. Thus,
25 this Section is not applicable to the Plan and is satisfied.

26 (p) 11 U.S.C. § 1129(a)(16) – This Section is not applicable to the Plan and is
27 satisfied.

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1 (q) 11 U.S.C. § 1129(b)(2)(A) – The Plan provides that Class 1 A and Class 1
2 B secured creditors are unimpaired and that the Debtor will maintain current payments, and not
3 otherwise alter the legal, equitable or contractual rights to which that claim is entitled. Thus, this
4 provision has been satisfied.

5 (r) 11 U.S.C. § 1129(c) – Pursuant to Section 1181(a) of the Bankruptcy
6 Code, Section 1129(c) of the Bankruptcy Code is inapplicable in Subchapter V cases. Thus, this
7 Section is not applicable to the Plan and is satisfied.

8 (s) 11 U.S.C. § 1129(d) – The principal purpose of the Plan is not the
9 avoidance of taxes or the avoidance of the applicable provision of Section 5 of the Securities Act
10 of 1933. Thus, this provision has been satisfied.

11 (t) 11 U.S.C. § 1191(b) and (c)– The Plan is confirmable under Section
12 1191(b) because it does not discriminate unfairly and is fair and equitable, with respect to each
13 class of claims that is impaired under, and has not accepted the Plan. Class 2 unsecured creditors
14 is the only impaired class and the only class to vote against the Plan. The Debtor placed all
15 unsecured claims in a single class (i.e., Class 2). As such, the Plan does not discriminate unfairly
16 between unsecured creditors. The Plan also provides, as set forth in the Debtor’s five-year
17 projections attached as Exhibit 2 to the Plan and the revised five-year projections attached as
18 Exhibit 4 to the Debtor’s Reply filed in support of the Plan, that the value of property to be
19 distributed under the Plan in the five-year period beginning on the date on which the first
20 distribution is due under the Plan is no less than (i.e., more than) the projected disposable
21 income of the Debtor. There is also a reasonable likelihood that the Debtor will be able to make
22 all Plan payments and the Plan includes appropriate remedies in the event that the payments are
23 not made. Thus, this provision has been satisfied and the Plan may be confirmed.

24
25 **ORDER**

26 NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
27 THAT:

- 28 1. The relief requested in the Motion is granted in its entirety.

1 2. All objections to confirmation of the Plan and the Motion are hereby overruled.

2 3. The Plan, as modified and amended by the Reply, is confirmed under Section
3 1191(b) of the Bankruptcy Code, and the Plan, as modified and amended by the Reply, is
4 incorporated into this Confirmation Order by reference as if the Plan and Reply had been attached
5 as an exhibit. In the event of any inconsistency between the Plan and the provisions of this
6 Confirmation Order, the provisions of this Confirmation Order are controlling. For clarity, the Plan
7 as confirmed includes the revisions and modifications identified in the Reply as follows:

8 (a) The Debtor's revised five-year plan projections are attached as Exhibit 4 to
9 the Reply;

10 (b) the Plan will be funded primarily from: (1) projected cash on hand on the
11 effective date in the amount of approximately \$23,000, (2) additional financing to be procured by
12 the Debtor consisting of approximately \$453,000 (\$313,000 in loans and \$150,000 in additional
13 financing); and (3) payments of the projected net disposable income in the amount of
14 approximately \$248,419. The Plan is expected to distribute \$100,000 over five years to Class 2
15 general unsecured creditors.

16 (c) The Debtor will agree to subordinate a portion of his IRA exempt funds or
17 homestead exemption to ensure that creditors are paid if he is unable to obtain additional financing
18 for 2022, 2023, and 2024.

19 4. The provisions of the Plan and this Confirmation Order bind the Debtor, the
20 Reorganized Debtor, and all creditors.

21 5. The Debtor or the Reorganized Debtor, as the case may be, is authorized to execute
22 and deliver any and all documents or instruments and take any and all actions necessary or
23 desirable to implement the Plan, this Confirmation Order, and any other transactions contemplated
24 under those documents. To effectuate these transactions and the Plan, the Debtor or Reorganized
25 Debtor, as the case may be, is authorized—without further notice or application to or order of this
26 Court—to execute, deliver, file, or record any documents and to take any other actions that they
27 may determine is necessary or desirable to implement the Plan and this Confirmation Order,
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1 regardless of whether such actions or documents are specifically referred to in the Plan or this
2 Confirmation Order.

3 6. The Debtor or the Reorganized Debtor, as the case may be, shall be the Disbursing
4 Agent under the Plan.

5 7. As of the Effective Date, the executory contracts and unexpired leases set forth in
6 Exhibit 3 of the Plan will be deemed assumed and will be in full force as set forth therein.

7 8. As of the entry of this Confirmation Order, the executory contracts and unexpired
8 leases set forth in Exhibit 4 of the Plan will be deemed rejected, and such rejection shall be
9 effective as of the Petition Date. For avoidance of doubt, other than the executory contracts and
10 unexpired leases expressly assumed pursuant to the Plan and this Confirmation Order, all other
11 executory contracts and unexpired leases shall be deemed rejected upon entry of the Confirmation
12 Order but effective as of the Petition Date.

13 9. The confirmation of the Plan vests, as of the Effective Date, all property of the
14 Estate in the Reorganized Debtor as provided in the Plan free and clear of all Claims, liens or other
15 encumbrances (except as expressly provided in the Plan) and, commencing on the Effective Date,
16 the Debtor may use, acquire, or dispose of property or settle or compromise claims without Court
17 supervision and free of any restrictions imposed by the Bankruptcy Code or Bankruptcy Rules.

18 10. Except as otherwise provided in this Confirmation Order or the Plan, the treatment
19 set forth in the Plan shall be in full and complete satisfaction of the legal, contractual, and equitable
20 rights that each entity holding a claim or an equity interest may have in or against the Debtor, the
21 Estate, the Reorganized Debtor, the Disbursing Agent, or their respective property. This treatment
22 supersedes and replaces any agreements or rights those entities may have in or against the Debtor,
23 the Estate, the Reorganized Debtor, the Disbursing Agent, or their respective property.

24 11. Except as otherwise provided in the Plan, on the Effective Date, the Estate's claims
25 and causes of action pursuant to Sections 544-551 of the Bankruptcy Code shall be transferred and
26 assigned to the Reorganized Debtor, free and clear of all liens and claims against the Debtor and
27 Reorganized Debtor and all equity interests in the Debtor and Reorganized Debtor, except as
28 otherwise set forth in the Plan.

1 12. Claim holders shall not receive any distribution from the Estate, Reorganized
2 Debtor, or Disbursing Agent other than as specifically set forth in the Plan.

3 13. The provisions of the Plan and this Confirmation Order shall be binding on the
4 Debtor, Reorganized Debtor, the Estate, the Subchapter V Trustee, the Disbursing Agent, and any
5 entity acquiring property under the Plan, and any and all of the Estate's creditors, equity holders,
6 and/or any other claim and/or interest holder, including, without limitation, the holder of any claim
7 of a kind specified in 11 U.S.C. § 502(g), (h) or (i), whether or not: (1) a proof of claim based on
8 such a debt is filed or deemed filed under 11 U.S.C. § 501; (2) such claim is allowed under 11
9 U.S.C. § 502; or (3) the holder of such claim has accepted the Plan.

10 14. Upon payment in full of the obligations to creditors due under the Plan, the Court
11 shall grant the Debtor a discharge of all debts provided in 11 U.S.C. § 1141(d)(1)(A), and all other
12 debts allowed under 11 U.S.C. § 503 and provided for in the Plan.

13 15. Upon entry of this Confirmation Order, all persons and entities shall be enjoined
14 from asserting any Claims or interests against the Debtor, the Reorganized Debtor, the Estate, the
15 Disbursing Agent, or their respective property except as provided under the Plan. Any judgment at
16 any time obtained in any other court, to the extent that such judgment is a determination of the
17 liability of the Debtor with respect to any debt that is to be discharged under the Plan, is void
18 without further action required by any parties.

19 16. Upon entry of this Confirmation Order, creditors are enjoined from the prosecution,
20 collection or enforcement, whether directly, derivatively or otherwise, of any claim, obligation,
21 suit, judgment, damage, demand, debt, right, cause of action, liability or interest which are
22 contemplated to be released, discharged or terminated pursuant to the Plan. All persons and
23 entities that have held, currently hold or may hold a claim or other debt or liability that is to be
24 discharged or an interest or other right of an equity security holder that is to be terminated pursuant
25 to the terms of the Plan are enjoined from taking any of the following actions against the Debtor,
26 the Reorganized Debtor, and the Estate or their property on account of any such claims, debts or
27 liabilities or terminated interests or rights: (i) commencing or continuing, in any manner or in any
28 place, any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any

1 manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any lien or
2 encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any
3 debt, liability or obligation due to the Debtor; and (v) commencing or continuing any action in any
4 manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.
5 The injunction herein does not impair or alter the rights of Classes 1A and 1B members to pursue
6 their Claims, in the event of default by the Debtor under the Plan, but only as to their lien rights
7 against Debtor's assets, with any deficiency beyond the values of collateral to be discharged under
8 the Plan.

9 17. Upon entry of this Confirmation Order, except as otherwise specifically provided in
10 the Plan or this Confirmation Order, none of the Debtor, the Estate, the Reorganized Debtor, or any
11 of the foregoing parties' members, officers, directors, employees, affiliates, advisors, professionals
12 or agents (collectively the "Exculpated Parties") shall have or incur any liability to any holder of a
13 Claim or Interest for any act or omission occurring on or after the Petition Date in connection with,
14 related to, or arising out of the Case, pursuit of confirmation of the Plan, consummation or
15 administration of the Plan, or property to be distributed under the Plan, except for willful
16 misconduct or gross negligence. In all respects, the Exculpated Parties shall be entitled to rely on
17 the advice of their respective counsel with respect to their duties and responsibilities in connection
18 with the Case and the Plan. The Exculpated Parties have, and upon confirmation of the Plan shall
19 be deemed to have, participated in good faith and in compliance with the applicable laws with
20 regard to the solicitation of votes and distribution of consideration pursuant to the Plan and,
21 therefore, are not, and on account of such distributions shall not be, liable at any time for the
22 violation of any applicable law, rule, or regulation governing the solicitation of acceptances or
23 rejections of the Plan or such distributions made pursuant to the Plan.

24 18. Notwithstanding the possible applicability of Bankruptcy Rules 3020(e), 6004(h),
25 6006(d), 7062, and 9014, the terms and provisions of this Confirmation Order shall be immediately
26 effective and enforceable upon its entry.

27 19. The provisions of the Plan and this Confirmation Order, including the findings of
28 fact and conclusions of law, are non-severable and mutually dependent.

1 20. Notwithstanding the entry of this Confirmation Order or the occurrence of the
2 Effective Date, the Court will retain jurisdiction over the above-captioned case after the Effective
3 Date to the extent provided by law as set forth in *In re Pegasus Gold Corp.*, 394 F.3d 1189 (9th
4 Cir. 2005), including the jurisdiction to:

5 (a) Grant or deny applications for allowance of compensation or reimbursement
6 of expenses authorized under the Bankruptcy Code or the Plan for periods ending on or before the
7 Effective Date;

8 (b) Hear and resolve all claim objections and/or disputes regarding claims
9 against the Debtor;

10 (c) Resolve any and all applications, motions, adversary proceedings, and other
11 matters that involve the Debtor and that are pending before the Court on the Effective Date;

12 (d) Enter any orders necessary or appropriate to implement, consummate, or
13 enforce the provisions of the Plan and of all contracts, instruments, releases, and other
14 agreements or documents entered into in connection with the Plan;

15 (e) Resolve any and all controversies, suits, or issues that may arise in
16 connection with the Plan's consummation, interpretation, or enforcement;

17 (f) Under 11 U.S.C. Section 1193, modify the Plan or any contract,
18 instrument, release, or other agreement or document created in connection with the Plan,
19 including to remedy any defect, omission, or inconsistency therein;

20 (g) Enter and implement any orders that are necessary and appropriate if this
21 Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

22 (h) Enter an order granting the Debtor's discharge and enforcing such
23 discharge or violations of the injunction affected by this Order against anyone who violates the
24 discharge and/or injunction; and

25 (i) Enter an order closing the Chapter 11 Case.

26 21. The Debtor shall mail a notice of the entry of this Confirmation Order and of the
27 occurrence of the Effective Date to all creditors of record.
28

1 22. If the Chapter 11 Case is converted to one under Chapter 7, the property of the
2 Reorganized Debtor that has not been distributed under the Plan shall be vested in the Chapter 7
3 estate, except for property that would have been excluded from the Estate if this case had
4 commenced as one under Chapter 7.

5 23. Within 120 days of the entry of this order, the Reorganized Debtor shall file a status
6 report explaining what progress has been made toward consummation of the confirmed Plan. The
7 status report shall be served on the Office of the United States Trustee, the Subchapter V Trustee,
8 and those parties who have requested special notice. Further status reports shall be filed by the
9 Reorganized Debtor every 180 days and served on the same parties until such time as a final decree
10 is entered.

11 24. As and when the Plan has been substantially consummated, or it is otherwise
12 appropriate, the Reorganized Debtor shall move the Court, pursuant to Section 350 of the
13 Bankruptcy Code and Bankruptcy Rule 3022, for a final decree and order closing the case.

14 25. Pursuant to section 1142(b) of the Bankruptcy Code and without further notice to,
15 hearing before or order of this Court, the Debtor is authorized and empowered to:

16 (a) take any and all actions necessary or appropriate to enter into, implement,
17 and consummate the contracts, instruments, releases, leases, indentures, and other agreements,
18 documents and transactions contemplated by or described in the Plan or in this Confirmation Order;

19 (b) perform any and all other acts that are necessary, appropriate, or required to
20 comply with or carry out the terms and conditions of the Plan or this Confirmation Order.

21 26. This Confirmation Order shall constitute all approvals and consents required, if any,
22 by the laws, rules or regulations of any State or any governmental authority with respect to the
23 implementation or consummation of the Plan and any documents, instruments or agreements, and
24 any amendments or modifications thereto, and any other acts referred to in or contemplated by the
25 Plan and any documents, instruments or agreements contained therein, and any amendments or
26 modifications of any of the foregoing.

27 27. The failure specifically to include or reference any particular provision of the Plan
28 in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being

1 the intent of the Court that the Plan (and the exhibits and schedules thereto) be confirmed in its
2 entirety and incorporated herein by reference.

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Date: September 20, 2021



Barry Russell
United States Bankruptcy Judge