

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN**

In the Matter of:

In Bankruptcy No.
16-24179-BEH 11

GREEN BOX NA GREEN BAY, LLC,

Debtor.

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION'S
OBJECTION TO DEBTOR'S MOTION TO MODIFY
CONFIRMED THIRD REVISED AMENDED CHAPTER 11 PLAN**

Wisconsin Economic Development Corporation (“WEDC”), a creditor and party-in-interest, hereby objects to the Motion to Amend (“Motion”) Revised Third Amended Chapter 11 Plan filed by the Debtor, Green Box NA Green Bay, LLC (“Debtor”). Grounds for this Objection are:

DEBTOR'S REVISED THIRD AMENDED CHAPTER 11 PLAN

1. An Order Confirming (“Order”) the Debtor’s Revised Third Amended Chapter 11 Plan was entered on February 17, 2017 (Docket at 223).

POST-CONFIRMATION EVENTS

2. Since the Order, upon information belief, the Debtor may have lost substantially all of its assets (*see, e.g.*, Debtor’s Mot., ¶7 (conceding need “for the reacquisition of *all* of the equipment”) (emphasis added)).

LEGAL STANDARDS

3. A post-confirmation modification must meet the requirements for confirmation. *In re Modern Steel Treating Co.*, 130 B.R. 60, 64 (Bankr. N.D. Ill. 1991), *aff'd* 1992 WL 82966 (N.D. Ill. April 1, 1992) (citation omitted).

4. “The proponent of a modification shall comply with section 1125 of this title with respect to the plan as modified.” 11 U.S.C. § 1127(c).

5. Inability to fund Chapter 11 plan is not reason for modification. *See Modern Steel*, 130 B.R. 60.

6. A court may grant a party relief from a final order only upon very limited circumstances. *See, e.g.*, Fed. R. Bankr. P. 9024 (incorporating by reference Fed. R. Civ. P. 60(b))

WEDC’S OBJECTION

7. Debtor’s Motion offers no specific terms for the “contract” which “has been entered into” for “reacquisition” (*see generally* Debtor’s Mot., ¶7).

8. The Debtor is currently delinquent filing one or more of its monthly operating reports (*see generally* Docket).

9. Upon information and belief, the Debtor further misrepresented, whether intentionally or unintentionally, the names and extent of all interested secured parties in the various personal property formerly or currently located at 821 Parkview Road (*see* Docket at 198, Ex. A), and WEDC has been substantially prejudiced as a result.

10. Debtor has not offered any proof of the alleged reports, studies, appraisals, accountings, returns, engagements, or contracts referenced in Paragraph 8 of its Motion.

11. Upon information and belief, the sums raised by the Debtor since the Order have not been paid by any third party interested in investment, but rather solely represent the continued cash contribution by the Debtor’s principal, Glen Arbor (*see* Debtor’s Mot., ¶4).

RELIEF REQUESTED

12. For the reasons stated, WEDC respectfully requests that the Debtor's Motion be denied or conditioned upon, for example, conversion to Chapter 7 and/or relief from the automatic stay as any objecting secured creditors.

RESERVATION OF RIGHTS

13. Although it does not intend or believe it should be required to do so, WEDC reserves the right to supplement this Objection in both fact and law.

CONCLUSION

WHEREFORE, WEDC respectfully requests this Honorable Court sustain WEDC's Objection to the Debtor's Motion, deny approval of the Debtor's Motion, and grant WEDC any other relief the Court deems equitable and/or appropriate.

Dated this 23rd day of June, 2017.

MURPHY DESMOND S.C.
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Development Corporation

By: /s/ Brian P. Thill
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