

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
)	Case No. 20-12088 (MFW)
)	
MEA RemainCo Holdings, LLC, <i>et al.</i> ,)	(Jointly Administered)
)	
Debtors. ¹)	Hearing Date: Oct. 27, 2021 at 11:30 a.m. (ET)
)	Obj. Deadline: Oct. 20, 2021 at 4:00 p.m. (ET)
)	

THIS SECOND OMNIBUS OBJECTION SEEKS TO MODIFY AND/OR DISALLOW AND EXPUNGE CERTAIN CLAIMS. CLAIMANTS RECEIVING THIS OBJECTION SHOULD CAREFULLY REVIEW SCHEDULE 1 AND SCHEDULE 2 TO THE PROPOSED ORDER TO DETERMINE IF THEIR CLAIM IS SUBJECT TO THIS OBJECTION, AND, IF APPLICABLE, FILE A RESPONSE BY THE RESPONSE DEADLINE FOLLOWING THE INSTRUCTIONS SET FORTH HEREIN.

**SECOND OMNIBUS OBJECTION (SUBSTANTIVE) OF THE LIQUIDATION
TRUSTEE TO CERTAIN (I) MISCLASSIFIED CLAIMS AND
(II) NO LIABILITY CLAIMS PURSUANT TO SECTION 502 OF THE
BANKRUPTCY CODE, BANKRUPTCY RULE 3007, AND LOCAL RULE 3007-1**

Terry S. Park, in his capacity as the Liquidation Trustee (the “**Liquidation Trustee**”) of the MEA RemainCo Holdings, LLC (f/k/a Energy Alloys Holdings, LLC) Liquidation Trust (the “**Liquidation Trust**”), by and through his undersigned counsel, hereby submits this omnibus objection (the “**Second Omnibus Objection**”), pursuant to section 502 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended (the “**Bankruptcy Code**”), Rule 3007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 3007-1 of the Local

¹ The Debtors, together with the last four digits of each Debtor’s federal tax identification number, are MEA RemainCo Holdings, LLC (f/k/a Energy Alloys Holdings, LLC) (4144); MEA RemainCo, L.L.C. (f/k/a Energy Alloys, L.L.C.) (0377); MEA RemainCo Louisiana, LLC (f/k/a/ Energy Alloys Louisiana, LLC) (0623); MEA RemainCo Canada Holding, L.L.C. (f/k/a Energy Alloys Canada Holding, L.L.C.) (0382); MEA RemainCo Services, L.L.C. (f/k/a Energy Alloys Services, L.L.C.) (4284); MEA RemainCo Cayman Holding, L.L.C. (f/k/a Energy Alloys Cayman Holding, L.L.C.) (3484); MEA RemainCo Mexico Holding Co. – Majority, LLC (f/k/a Energy Alloys Mexico Holding Co. – Majority, LLC) (9165); MEA RemainCo Mexico Holding Co. – Minority, LLC (f/k/a Energy Alloys Mexico Holding Co. – Minority, LLC) (N/A). The mailing address for the Debtors is 9450 Pinecroft Drive, P.O. Box 8819, The Woodlands, TX 77380.

Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), respectfully requesting entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), (i) modifying and reclassifying the claims identified on Schedule 1 to the Proposed Order, (the “**Misclassified Claims**”), and (ii) disallowing and expunging the proofs of claims identified on Schedule 2 to the Proposed Order (the “**No Liability Claims**” and together with the Misclassified Claims, the “**Disputed Claims**”). In support of this Second Omnibus Objection, the Liquidation Trustee relies upon the *Declaration of Michele Michaelis in Support of the Second Omnibus Objection (Substantive) of the Liquidation Trustee to Certain (I) Misclassified Claims and (II) No Liability Claims Pursuant to Section 502 of the Bankruptcy Code, Bankruptcy Rule 3007, and Local Rule 3007-1* (the “**Michaelis Declaration**”) attached hereto as **Exhibit B**. In further support of this Second Omnibus Objection, the Liquidation Trustee respectfully states as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. In accordance with Local Rule 9013(f), the Liquidation Trustee confirms his consent to the entry of a final order by the Court in connection with this Second Omnibus Objection to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders of judgments in connection herewith consistent with Article III of the United States Constitution.

2. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief requested herein are section 502 of the Bankruptcy Code, Bankruptcy Rule 3007 and Local Rule 3007-1.

BACKGROUND

A. The Chapter 11 Cases

4. On September 9, 2020 (the “**Petition Date**”), the Debtors commenced these chapter 11 cases (these “**Cases**”) by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court. From and after the Petition Date, through the Effective Date (as defined below) of the Plan (as defined below), each Debtor possessed its assets as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

5. On May 18, 2021, the Debtors filed with the Court the *Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation* (as confirmed and with all exhibits thereto, the “**Plan**”) [Docket No. 429].

6. On June 28, 2021, the Court entered the *Order (I) Approving the Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation on a Final Basis and (II) Confirming the Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation* (the “**Confirmation Order**”) [Docket No. 508]² confirming the Plan. The Plan became effective on July 8, 2021 (the “**Effective Date**”).

7. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading up to the filing of these Cases, is set forth in greater detail in the *Declaration of Bryan Gaston in Support of Debtors’ Chapter 11 Petitions and First Day Motions* [Docket No. 11].

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them by the Plan or the Confirmation Order, as applicable.

8. The Confirmation Order and Article XI of the Plan provide for substantive consolidation of the Debtors' estates into a single consolidated estate for, *inter alia*, distributions to the Holders of Allowed Claims under the Plan. As a result of substantive consolidation, as of the Effective Date, among other things: (i) all assets and liabilities of the Debtors were merged; (ii) all guarantees or responsibility of one Debtor of the obligations of any other Debtor were eliminated; (iii) all claims filed against any Debtor are deemed a single obligation of the Debtors; and (iv) intercompany claims between Debtors were extinguished.

9. The Plan and the Confirmation Order also provide for the establishment of the Liquidation Trust on the Effective Date.³ Further, the Plan and the Confirmation Order provide for the appointment of Terry S. Park as the Liquidation Trustee whose duties shall commence as of the Effective Date.⁴ Under the Plan, the Liquidation Trustee is authorized to object to Claims made against the Debtors.⁵

B. The Bar Dates

10. On September 10, 2020, the Court entered an order [Docket No. 28] appointing Epiq Corporate Restructuring, LLC ("**Epiq**") as the claims and noticing agent in these Cases. Epiq is authorized to maintain all proofs of claim filed against the Debtors and an official claims register (the "**Claims Register**") by docketing all proofs of claim in a claims database.

11. On December 28, 2020, the Court entered the *Order (I) Establishing Bar Dates and Related Procedures for Filing (A) Proofs of Claim (Including for Administrative Expense Claims Arising Under Section 503(b)(9) of the Bankruptcy Code) and (B) Administrative Expense Requests and (II) Approving the Form and Manner of Notice Thereof* (the "**Bar Date Order**")

³ Plan § IX.B.; Confirmation Order ¶ 12.

⁴ Plan § IX.A.; Confirmation Order ¶ 12.

⁵ Plan § IX.H.1.

[Docket No. 276] establishing: (a) the first business day that is 30 days after the date of service, which was February 1, 2021 at 5:00 p.m. (prevailing Eastern Time), as the last date for persons or entities other than governmental units to file proofs of prepetition claims, including administrative expense claims arising pursuant to section 503(b)(9) of the Bankruptcy Code (the “**General Bar Date**”); (b) March 8, 2021 at 5:00 p.m. (prevailing Eastern Time) as the last date for governmental units to file proofs of claim (the “**Government Bar Date**”); and (c) regarding rejection damages, the later of the General Bar Date and thirty days after a claimant is served with notice of an Order of the Bankruptcy Court authorizing the Debtors’ rejection of the applicable Executory Contract (the “**Rejection Damages Bar Date**” and, together with the General Bar Date and the Government Bar Date, the “**Bar Dates**”).

12. Notice of the Bar Dates [Docket No.277] was mailed to all known creditors and equity holders on December 31, 2020 [Docket No. 295] and published in the national edition of the New York Times on January 1, 2021 [Docket No. 304].

C. **The Claims Resolution Process**

13. On November 10, 2020, the Debtors filed their schedules of assets and liabilities (the “**Schedules**”) and statements of financial affairs (the “**Statements**” and together with the Schedules, the “**Schedules and Statements**”) [Docket Nos. 163-178].

14. In the ordinary course of business, the Debtors maintained books and records (the “**Books and Records**”) that reflect, *inter alia*, the Debtors’ liabilities and the amounts owed to their creditors. Section IX.H.2 of the Plan provides for the Liquidation Trustee’s access to and/or possession of the Books and Records.

15. The Debtors' claims register (the "**Claims Register**"), prepared by Epiq, reflects that as of the date of this Second Omnibus Objection, 160 proofs of claim have been filed in these Cases.

16. The Liquidation Trustee and his advisors have been reviewing and reconciling the filed proofs of claim with the Books and Records to determine the validity of the asserted claims. This reconciliation process includes identifying particular categories of claims that may be targeted for modification and/or disallowance expungement. To avoid possible double recovery or otherwise improper recovery by claimants, the Liquidation Trustee is filing this Second Omnibus Objection to the Disputed Claims and reserves all rights to file additional objections to other claims the Liquidation Trustee determines to be invalid, in whole or in part.

RELIEF REQUESTED

17. By this Second Omnibus Objection, and for the reasons described more fully below, the Liquidation Trustee seeks to (i) modify and reclassify the Misclassified Claims set forth on Schedule 1 to the Proposed Order, and (ii) disallow and expunge the No Liability Claims identified on Schedule 2 to the Proposed Order. Accordingly, the Liquidation Trustee respectfully requests entry of the Proposed Order substantially in the form attached hereto as **Exhibit A**.

OBJECTION

18. Section 502(a) of the Bankruptcy Code provides, in pertinent part, that "[a] claim or interest, proof of which is filed under section 501 of this title, is deemed allowed, unless a party in interest . . . objects." 11 U.S.C. § 502(a). Once an objection to a claim is filed, the Court, after notice and a hearing, shall determine the allowed amount of the claim. *See* 11 U.S.C. § 502(b).

19. Section 502(b)(1) of the Bankruptcy Code provides, in part, that a claim may not be allowed to the extent that it "is unenforceable against the debtor and property of the debtor,

under any agreement or applicable law.” 11 U.S.C. § 502(b). While a properly filed proof of claim is *prima facie* evidence of the claim’s allowed amount, when an objecting party presents evidence to rebut a claim’s *prima facie* validity, the claimant bears the burden of proving the claim’s validity by a preponderance of evidence. *See In re Allegheny Int’l, Inc.*, 954 F.2d 167, 173-74 (3d Cir. 1992). The burden of persuasion with respect to the claim is always on the claimant. *See id.* The failure to allege facts and to provide sufficient support for a claim deprives the claim of *prima facie* validity. *See e.g., In re Jorczak*, 314 B.R. 474, 481-82 (Bankr. D. Conn. 2004) (discussing the evidentiary requirements and burden of proof with respect to the allowance of claims).

A. Misclassified Claims

20. As set forth in the Michaelis Declaration, based upon a careful review of the Books and Records, the Schedules, and the claims register by the appropriate professionals of the Liquidation Trustee, the Liquidation Trustee has determined that each Misclassified Claim listed on Schedule 1 to the Proposed Order seeks payment as an administrative claim but does not qualify as such under the applicable provisions of the Bankruptcy Code.

21. The Misclassified Claim listed on line one of Schedule 1 (the “**Counsellor Claim**”) was filed on January 29, 2021, under claim number 20001. Attached to the Counsellor Claim was a retention bonus agreement (the “**Retention Bonus Agreement**” or the “**RBA**”) dated as of January 23, 2020 (the “**RBA Effective Date**”), and the transition and separation agreement (the “**TSA**”) dated as of July 8, 2020. The Counsellor Claim asserts an administrative expense claim of \$20,000.00 pursuant to section 503(b) of the Bankruptcy Code.⁶

⁶ The Retention Bonus Agreement also provided for the payment of a \$10,000.00 bonus six months after the RBA Effective Date. That \$10,000.00 bonus payment is not in dispute and thus, not subject to this Second Omnibus Objection.

22. Section 503(b)(1)(A)(i) of the Bankruptcy Code provides that an administrative expense is allowed for “wages, salaries, and commissions for services rendered after the commencement of the case.” 11 U.S.C. § 503(b)(1)(A)(i). By its expressed terms, section 503(b)(1)(A)(i) affords an administrative expense only to those wages earned for services rendered *after* the Petition Date. As such, only benefits attributable to postpetition services are entitled to administrative expense priority. “Section 503(b)(1)(A) does not give administrative priority to ‘wages, salaries, or commissions due to be paid after the commencement of the case.’ Rather, it looks to the time when the services were ‘rendered’ not when they were scheduled for payment.” *In re Hechinger Inv. Co. of Delaware*, 298 F.3d 219, 225 (3d Cir. 2002).

23. Section 507(a)(4) of the Bankruptcy Code provides that the following claims are entitled to priority status:

allowed unsecured claims, but only to the extent of [\$13,650] for each individual or corporation, as the case may be, earned within 180 days before the date of the filing of the petition or the date of the cessation of the debtor’s business, whichever occurs first, for—

(A) wages, salaries, or commissions, including vacation, severance, and sick leave pay earned by an individual; or

(B) sales commissions earned by an individual or by a corporation with only 1 employee, acting as an independent contractor in the sale of goods or services for the debtor in the ordinary course of the debtor’s business if, and only if, during the 12 months preceding that date, at least 75 percent of the amount that the individual or corporation earned by acting as an independent contractor in the sale of goods or services was earned from the debtor.

11 U.S.C. § 507(a)(4).

24. Section 507(a)(4)(A) of the Bankruptcy Code, by its express terms, affords priority status to claims held by the individuals who earned the wages, salaries, or commissions prepetition

within 180 days before the date of filing of the petition. Courts “have uniformly held that wages are ‘earned’ when the services are provided” *In re High Plains Computing, Inc.*, 596 B.R. 896, 900 (Bankr. D. Colo. 2019).

25. The Counseller Claim asserts as an administrative expense a retention bonus (the “**Retention Bonus**”) owed to the claimant that was documented in the Retention Bonus Agreement. The Retention Bonus Agreement stated, *inter alia*, that the Retention Bonus would “vest” 12 months after the RBA Effective Date. *See* Retention Bonus Agreement ¶ 1. The Retention Bonus Agreement further stated that should the Debtor terminate employment without cause “after the six (6) month anniversary of the Effective Date but prior to the twelve (12) month anniversary of the Effective Date, any unpaid portion of the Retention Bonus amount will be paid . . . within sixty (60) days” *Id.*⁷ It does not appear that the termination of the claimant was with “cause” and as such, the Retention Bonus would have been due 60 days following the date of termination.

26. Further, the TSA stated that in consideration of the employee agreeing to stay with the Debtor and assist in the wind down, the Debtor would abide by the terms of the Retention Bonus Agreement.

⁷ “Cause” is defined in the Retention Bonus Agreement as “(i) commission of, indictment for, conviction of, or plea of guilty or no contest to, an act constituting a felony, the equivalent thereof or a crime involving false statements, misleading omissions, embezzlement, extortion, bribery or moral turpitude; (ii) material breach of this Agreement; (iii) appropriation (or attempted appropriation) of a material business opportunity of the Company or its affiliates, including attempting to secure or securing any personal profit (outside of your compensation from the Company); (iv) gross negligence or willful misconduct, which, in the Company’s judgment, is injurious to the Company or any of its affiliates; (v) misappropriation (or attempted misappropriation) of any of the funds or property of the Company or any of its affiliates; (vi) material violation of the code of conduct or other written policies of the Company or its affiliates applicable to you, including, but not limited to, policies of the Company with respect to harassment, discrimination and retaliation; (vii) impeding or failing to materially cooperate with any investigation by the Company; or (viii) your failure to substantially perform your duties to the Company or any affiliate, other than due to physical or mental impairment, in each case, as determined by the Board of Directors (or comparable governing body) of the Company (the “Board”) in good faith.” It does not appear that any of these situations constituting “cause” are applicable in this case.

27. The TSA documents claimants anticipated last day as September 30, 2020. Thus, on September 30, 2020, claimant would have been terminated from the company at which point the Retention Bonus would have vested per the terms of the Retention Bonus Agreement. *See* Retention Bonus Agreement ¶ 1. Extrapolating the Retention Bonus out over the vesting period of January 23, 2020 through September 30, 2020 (the “**Vesting Period**”), leads to the conclusion that \$14,342.40 of the Retention Bonus was earned within 180 days of the bankruptcy filing.⁸ Thus, pursuant to the statutory cap of section 507(a)(4), \$13,650.00 should be reclassified as a priority claim under section 507(a)(4)(A).

28. In addition, claimant earned twenty-one (21) days of the Retention Bonus postpetition. Thus, pursuant to section 503(b)(1)(A)(i) of the Bankruptcy Code, claimant is entitled to an administrative expense claim of \$1,673.28⁹ with the remaining \$4,676.72 being reclassified as a general unsecured claim.

29. Further, the Misclassified Claim on line 2 of Schedule 1 was filed in reference to services performed by the claimant prior to the Petition Date. As such, this claim should be reclassified as a general unsecured claim.

30. Failure to reclassify the Misclassified Claims will result in these claimants receiving an unwarranted distribution at the expense of other claimants in violation of the priority scheme set forth in the Bankruptcy Code. Moreover, modification of these Misclassified Claims

⁸ The Retention Bonus Agreement was dated January 23, 2020. The last day of claimant’s employment per the TSA was September 30, 2020. Thus, the Vesting Period of the Retention Bonus is 251 days and accordingly, \$79.68 of the Retention Bonus was earned each day ($\$20,000.00/251 = \79.68). Since Section 507(a)(4) allows as a priority wages earned within 180 days of the petition date, \$14,342.40 of the Retention Bonus was earned during the Vesting Period ($180 * \$79.68 = \$14,342.40$). As such, pursuant to the statutory cap of section 507(a)(4), claimant is entitled to \$13,650.00 of the \$20,000.00 Retention Bonus as a priority claim.

⁹ The Petition Date was September 9, 2020, and pursuant to the TSA, the anticipated last day of employment for the claimant was September 30, 2020. Thus, claimant is entitled to 21 days of the Retention Bonus as an administrative expense claim at \$79.68 per day for a total of \$1,673.28.

will result in a more accurate Claims Register. Accordingly, the Liquidation Trustee requests that all or portions of the Misclassified Claims be reclassified to administrative, priority and/or general unsecured claims, to the extent more specifically set forth with respect to each such claim on Schedule 1 to the Proposed Order.

No Liability Claims

31. Section 502(b)(1) of the Bankruptcy Code provides that a claim asserted in a proof of claim shall be allowed, except to the extent “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law.”

32. As set forth in the Michaelis Declaration, based upon a careful review and analysis of the No Liability Claims listed on Schedule 2 to the Proposed Order, the Books and Records, the Schedules, and the Claims Register by the appropriate professionals of the Liquidation Trustee, the Liquidation Trustee has determined that the No Liability Claims fail to establish a legal or factual basis upon which the Liquidation Trustee is liable for the No Liability Claims. The review conducted revealed that there are no obligations currently due and owing on the No Liability Claims and there is no evidence in the Books and Records that indicates the claimants hold claims against the Debtors or the Liquidation Trust. A more specific basis for each of the objections on the No Liability Claims are provided on Schedule 2 under the heading “Reason for Disallowance.”

33. Failure to disallow the No Liability Claims will result in the applicable claimants receiving an unwarranted recovery to the detriment of other creditors. Accordingly, the Liquidation Trustee (i) objects to the allowance of the No Liability Claims set forth on Schedule 2 to the Proposed Order and (ii) seeks entry of the Proposed Order disallowing and expunging the No Liability Claims.

RESPONSES TO THIS OBJECTION

34. To contest the Second Omnibus Objection, a claimant must file and serve a written response (the “**Response**”) with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, such claimant must serve its Response upon the following entity, so that the Response is received no later than **October 20, 2021 at 4:00 p.m. (ET)** (the “**Response Deadline**”): Cousins Law LLC, Brandywine Plaza West, 1521 Concord Pike, Suite 301, Wilmington, Delaware 19803, Attn: Scott D. Cousins (scott.cousins@cousins-law.com).

35. Every Response must contain, at a minimum, the following information:

- (a) a caption setting forth the name of the Court, the above-referenced case number, and the title of the Objection to which the Response is directed;
- (b) the name of the Respondent and a description of the basis for the amount and classification asserted in the Disputed Claim (as defined in the Second Omnibus Objection), if applicable;
- (c) a concise statement setting forth the reasons why the Disputed Claim should not be disallowed, reclassified, reduced, or otherwise modified for the reasons set forth in the Second Omnibus Objection, including, but not limited to, the specific factual and legal bases upon which the Respondent will rely in opposing the Second Omnibus Objection at the Hearing (as defined below);
- (d) all documentation or other evidence of the Disputed Claim, to the extent not included with the proof of claim, upon which the Respondent will rely in opposing the Second Omnibus Objection at the Hearing;
- (e) the name, address, telephone number, and fax number of the person(s) (who may be the claimant or a legal representative thereof) possessing ultimate authority to reconcile, settle, or otherwise resolve the Disputed Claim on behalf of the Respondent; and
- (f) the name, address, telephone number, and fax number of the person(s) (who may be the claimant or a legal representative thereof) to whom the Liquidation Trustee should serve any reply to the Response.

36. If a Response is properly and timely filed and served in accordance with the above procedures, the Liquidation Trustee will endeavor to reach a consensual resolution with the claimant. If no consensual resolution is reached, the Court will conduct a hearing (the “**Hearing**”) with respect to the Second Omnibus Objection and such Response on **October 27, 2021 at 11:30 a.m. (ET)**, or such other date and time as parties filing Responses may be notified. Only those Responses made in writing and timely filed and received will be considered by the Court at the Hearing.

37. The Liquidation Trustee reserves the right to seek an adjournment of the Hearing on any Response to this Second Omnibus Objection, which adjournment will be noted on the notice of agenda for the Hearing. The agenda will be served on the person designated by the claimant in its Response.

38. If claimant fails to timely file a Response by the Response Deadline, the Liquidation Trustee may present to the Court an appropriate order disallowing and expunging or otherwise modifying the Disputed Claims without further notice to the claimant or a hearing.

39. To the extent a Response is filed regarding any individual claim listed in this Second Omnibus Objection and the Liquidation Trustee is unable to resolve the Response, each claim shall constitute a separate contested matter as contemplated by Bankruptcy Rule 9014. Any order entered by the Court regarding an objection asserted in this Second Omnibus Objection shall be deemed a separate order with respect to each claim subject thereto.

REPLIES TO RESPONSES

40. In accordance with Local Rule 9006-1(d), the Liquidation Trustee may, at his option, file and serve a reply to a Response no later than 4:00 p.m. (prevailing Eastern Time) one

day prior to the deadline for filing the agenda for any hearing to consider the Second Omnibus Objection.

RESERVATION OF RIGHTS

41. The Liquidation Trustee expressly reserves the right to amend, modify, or supplement this Second Omnibus Objection, and to file additional objections to any claims filed in these Cases that may be asserted against the Liquidation Trust. Should one or more of the grounds of objection stated in the Second Omnibus Objection be dismissed or overruled, the Liquidation Trustee reserves the right to object to each of the Disputed Claims or any other proofs of claim on any other grounds that the Liquidation Trustee discovers or elects to pursue.

42. Nothing in this Second Omnibus Objection shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Liquidation Trust under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Liquidation Trustee's right to dispute any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Second Omnibus Objection; (e) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Liquidation Trust; or (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law

STATEMENT OF COMPLIANCE WITH LOCAL RULE 3007-1

43. The undersigned representative of Cousins Law LLC ("Cousins Law") has reviewed the requirements of Local Rule 3007-1 and certifies that this Second Omnibus Objection substantially complies with such Local Rule. To the extent that the Second Omnibus Objection

does not comply in all respects with the requirements of Local Rule 3007-1, Cousins Law believes such deviations are not material and respectfully requests that any such requirement be waived.

NOTICE

44. Notice of this Second Omnibus Objection has been given to: (i) the United States Trustee for the District of Delaware; (ii) the claimants whose Disputed Claims are subject to this Second Omnibus Objection; and (iii) any party that has requested notice in these Cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Liquidation Trustee respectfully submits that no further notice is required.

WHEREFORE, the Liquidation Trustee respectfully requests that the Court enter the Proposed Order, granting the relief requested in the Second Omnibus Objection and such other and further relief as may be just and proper.

Dated: October 6, 2021
Wilmington, Delaware

/s/ Scott D. Jones

Scott D. Cousins (No. 3079)

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Holdings, LLC) Liquidation Trust*