

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

In re:	)	Chapter 11
	)	
VJGJ, INC. <i>et al.</i> ,	)	Case No. 21-11332 (BLS)
	)	(Jointly Administered)
Debtors. <sup>1</sup>	)	
	)	<b>Re: D.I. 829</b>

**OBJECTION OF KEYSOURCE ACQUISITION, LLC  
TO PROPOSED AMENDMENT OF ORDER  
ALLOWING ADMINISTRATIVE EXPENSE**

KeySource Acquisition, LLC (“KeySource”) hereby objects to the Certification of Counsel Regarding Amended Order Granting KeySource Motion for Administrative Expense, dated July 18, 2022 (the “COC”) (D.I. 829), as follows:

**Background**

1. After an evidentiary hearing on Friday, June 17, the Court granted KeySource’s motion for allowance of its administrative expense claim (the “KeySource Motion”), which had been pending since April 13.

2. Neither in the two months prior to the hearing nor at any time during the five-hour hearing did the Debtors raise an objection to the amount of KeySource’s claim. In contrast, KeySource clearly set forth the legal and factual basis for its claim amount. *See* D.I. 776, ¶ 17, Declaration of Jennifer Colon ¶ 7 and Exhibits A, E.

3. On June 22, during the week following the hearing on the KeySource Motion, the Court entered an order allowing KeySource’s administrative expense in the amount of \$237,446.40 (the “KeySource Order”).

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: VJGJ, Inc. (5758); WRCC, Inc. (7443); OSL, Inc. (1639); and TNova, LLC (8395). The Debtors’ mailing address is: c/o Portage Point Partners LLC, 300 North LaSalle Drive, #1420, Chicago, Illinois 60654.

4. On July 5, the Debtors filed a motion to extend the time until July 27 to appeal the KeySource Order (D.I. 813). That motion does not contain any request to extend the deadline to seek reconsideration of the KeySource Order. Nor does that motion set forth any basis to appeal the KeySource Order.

### **Objection**

5. The COC totally fails to address or follow Local Rule 9013-1(k), entitled “Amendment of Order,” which provides that “**any request for amendment of an order entered by the Court shall be made only**” in one of three ways: (i) by a certification of counsel that the amendment is not material and that all parties in interest have consented; (ii) by motion; or (iii) by stipulation signed by all interested parties.

6. The COC is deficient and should be rejected by the Court because the COC fails to state (a) that the proposed amendment to the KeySource Order is not material (nor is it) and (b) that all parties have consented to the amendment (KeySource has not). Given KeySource’s opposition to the proposed amendment of the KeySource Order, a motion is the only way by which the Debtors could seek to amend the KeySource Order. *See* Del. Bankr. LR 9013-1(k).

7. To the extent that the COC is viewed as a motion for reconsideration, the motion is untimely and should be summarily denied because it was filed after the July 6 deadline for the Debtors to seek reconsideration of the KeySource Order. *See* Fed. R. Bankr. P. 9023 (requiring motions to amend or alter a judgment to be filed no later than 14 days after its entry).

8. Further, the COC fails to set forth or argue any of the three narrow grounds that may be asserted in a motion for reconsideration. *See North River Ins. Co. v. CIGNA Reinsurance Co.*, 52 F.3d 1194, 1218 (3d Cir. 1995) (“A proper motion to alter or amend judgment must rely on one of three major grounds: (1) an intervening change in controlling law; (2) the availability

of new evidence [not available previously]; [or] (3) the need to correct clear error [of law] or prevent manifest injustice.”) (alterations in original, internal quotations omitted).

9. None of the three grounds are present here. The first two grounds are plainly inapplicable, and there is no clear error of law or manifest injustice in this case since the Debtors have not even offered any reason why KeySource’s administrative expense should not have been allowed in the amount as proposed by the KeySource Motion and as set forth in the KeySource Order.

10. Instead, the COC is yet another attempt to delay payment of KeySource’s ordinary-course administrative expense claim pursuant to the KeySource Order.

WHEREFORE, KeySource requests that the Court enter an order summarily denying the Debtors’ request to amend the KeySource Order and granting to KeySource such other and further relief as is just.

Dated: July 19, 2022

MACAULEY LLC

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