Jason Voelker
Pro Se Assignee of Claim No. 70
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July 21, 2025

Via CM/ECF

The Honorable Craig T. Goldblatt
United States Bankruptcy Judge
District of Delaware
824 North Market Street
Wilmington, DE 19801

Re: *In re SunPower Corporation, et al.,* Case No. 24-11649 (CTG)

LETTER RESPONSE IN LIEU OF ORAL ARGUMENT PURSUANT TO THE AMERICANS WITH DISABILITIES ACT REGARDING PROOF OF CLAIM NO. 70 (D.I. 1575)

Dear Judge Goldblatt:

The rule of law within bankruptcy depends upon the sanctity of final orders. A confirmed Chapter 11 plan is the apotheosis of that principle—a covenant between the estate and its stakeholders, blessed with the full force and authority of a final judgment from this Court. The Plan Administrator, a fiduciary whose sole legitimacy derives from that very covenant, is charged not with questioning its terms, but with executing them. In filing his Objection to Claim No. 70 (D.I. 1575), however, the Administrator has abdicated that role. He has constructed a procedural artifice designed to circumvent the bedrock principles of Finality, Due Process, Evidentiary Integrity, and Fiduciary Duty.

This Objection is not merely flawed; it is a legal nullity, an affront to the orderly administration of justice. It is untimely by months, brought through a statutorily forbidden procedure, predicated on self-impeaching evidence, and animated by a substantive theory that requires the Court to prioritize a corrected clerical error over a mountain of proof. It represents a calculated attempt to relitigate settled matters and strip a vested property right through ambush rather than adjudication.

For these reasons, and as detailed below, the Objection must be denied with prejudice. To grant it would be to signal that the Plan's deadlines are discretionary, that the Federal Rules are optional, and that the finality of this Court's orders is subject to tactical revision.

I. Request for Accommodations Under the ADA and the Due Process Clause

As a threshold matter, I must request accommodations under the Americans with Disabilities Act ("ADA") and the Fifth Amendment's Due Process Clause. A traumatic retinal detachment and vitreous fluid eruption have resulted in severe and permanent vision loss that renders my in-person participation at the upcoming hearing functionally impossible without adaptive assistance.

The constitutional promise of due process requires an "opportunity to be heard at a meaningful time and in a meaningful manner." *Mathews v. Eldridge*, 424 U.S. 319, 333 (1976). To ensure this right is not an empty formality, I respectfully request two modest accommodations:

1. That this letter and its attachments be deemed my formal appearance and argument in opposition; and
2. That should the Court, over my objection, permit new arguments or evidence at the hearing, I be granted 72 hours to respond in writing.

These accommodations are narrowly tailored to provide the meaningful access to justice the law demands. See *Tennessee v. Lane*, 541 U.S. 509 (2004).

II. The Objection Is Barred by Foundational Procedural and Equitable Doctrines

The Objection is a procedural non-starter, barred by three independent and dispositive doctrines.

A. The Objection Is Fatally Untimely and Cannot Be Excused.

Article VII.E of the confirmed Plan (D.I. 829) established a conclusive 180-day deadline for claim objections, which expired in April 2025. The Administrator's filing in mid-July is nearly three months late. This is not a minor deviation; it is a fatal defect. The finality of a plan-mandated bar date is a cornerstone of bankruptcy administration. See *In re W.R. Grace & Co.,* 729 F.3d 332, 343 (3d Cir. 2013) (noting finality is the "paramount policy of bankruptcy law").

Anticipating that the Administrator might seek refuge under the "excusable neglect" standard, his conduct fails every element of the test articulated in *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship,* 507 U.S. 380 (1993). The prejudice to me is palpable, forcing litigation on a claim deemed settled by the passage of the deadline. The length of the delay—nearly 90 days—is substantial. Most critically, the reason for the delay is entirely within the Administrator's control, and his conduct, as detailed herein, demonstrates a lack of good faith. There is no excuse, let alone an excusable one.

B. A Claim Objection Is a Statutorily Impermissible Vehicle to Extinguish a Lien.

The Administrator attempts to use a summary contested matter to achieve what the law demands be done through a plenary lawsuit. Federal Rule of Bankruptcy Procedure 7001(2) is not a suggestion; it is a jurisdictional mandate. A proceeding to determine the "validity, priority, or extent of a lien" must be brought as an adversary proceeding. This rule is a procedural embodiment of the Fifth Amendment's Due Process Clause, ensuring that a party is not deprived of a vested property interest without the full protections of formal service, responsive pleadings, and discovery.

By seeking to strip both UCC-1 and equitable liens via a simple objection, the Administrator commits a fundamental procedural error that renders the request void. See *In re Mansaray-Ruffin*, 530 F.3d 230, 239 (3d Cir. 2008). Boilerplate plan language regarding the release of liens cannot override this specific, constitutionally-grounded procedural requirement. See *In re Ginther Trusts,* 238 F.3d 686, 689 (5th Cir. 2001). The liens securing Claim No. 70 passed through confirmation unaffected and cannot be attacked via this improper procedural shortcut.

C. The Doctrines of Waiver and Judicial Estoppel Bar This Belated Attack.

The Administrator has waived his right to object. He previously challenged Claim No. 70 in his Sixth Omnibus Objection, received a 91-page evidentiary rebuttal, and then failed to prosecute the matter, not even appearing at the scheduled hearing. By abandoning his prior objection and then allowing the Plan's final deadline to pass, he has, by his conduct, waived any further right to challenge the claim.

Furthermore, he is judicially estopped from proceeding. Having implicitly taken the position that the claim was not worth pursuing on the merits before the bar date, he cannot now, months later, adopt the contrary position that the claim warrants an extraordinary, out-of-time attack. This manipulation of legal positions to gain an unfair advantage is precisely what the doctrine of judicial estoppel is designed to prevent.

III. The Objection's Evidentiary Foundation Is a Calculated Deception

The Objection is propped up by a trio of inadmissible exhibits, each not only failing basic evidentiary standards but revealing a pattern of bad faith.

A. The Willful Violation of FRE 408 Is an Attack on the Judicial Process.

The Administrator's submission of my July 11 settlement letter (Exhibit A) is not a mere oversight; it is a flagrant and willful violation of Federal Rule of Evidence 408. This rule is a cornerstone of federal practice, designed to create a sanctuary for candid negotiation by ensuring that good-faith settlement efforts cannot be weaponized in litigation. The Administrator and his sophisticated counsel have taken a document conspicuously marked a "Final Pre-Litigation

Settlement Offer" and brandished it publicly for the improper and prejudicial purpose of portraying my position as unreasonable.

This conduct subverts the very policy the rule was enacted to protect. It chills future settlement dialogue and signals that the Administrator is willing to use bad-faith tactics to gain an advantage. This is not an ambiguous situation; it is a bright-line violation calculated to poison the well. Such a direct assault on the integrity of the dispute resolution process demands more than disregard; it demands a remedy. The exhibit must be stricken from the record and sealed to mitigate the prejudice its improper disclosure has already caused.

B. The "Contact Log" Is Self-Immolating Evidence That Disproves the Administrator's Claims.

The Administrator's narrative of "diligent outreach" is not merely unsupported by his evidence; it is affirmatively disproven by it. He has been, in the most literal sense, hoist with his own petard. Exhibit B, the purported "contact log," is presented as a record of communication. In reality, it is a record of non-communication—a litigation-driven fabrication whose falsity is laid bare by the Administrator's own primary-source documents.

The log itself is inadmissible hearsay, a self-serving summary created for litigation (as its metadata tag, "RLF1 33298091v.2," attests) and lacking any authenticating phone records or server logs. More damningly, the only actual emails the Administrator has produced—correspondence between his own lawyers, Mr. Franchi and Mr. Javorsky—confirm that the outreach was a pantomime. They show counsel emailing themselves about general adjournment matters, not the claimant about the substance of Claim No. 70. The forwarded emails from February and March 2025 are both addressed "To: 'Javorsky, Zachary J.' Javorsky@rlf.com".

The deception is confirmed by Mr. Franchi's own email of July 9, 2025, in which he implicitly admits to the lack of prior contact by stating, "it has come to our attention that you may not have received previous correspondence" and then attaches the "two emails". This admission that only two prior communications existed directly contradicts the longer, fabricated log he submitted to the Court.

Thus, the Administrator has submitted evidence that proves the opposite of his assertion. He has provided a documentary record of his failure to communicate, which aligns perfectly with the sworn declaration of James Coon, who confirms no such outreach was ever received. This is not a failure of proof; it is proof of misrepresentation. The Court should draw a strong adverse inference from this attempt to manufacture a false record.

IV. The Claim Is Independently Enforceable Against Non-Estate Insurance Proceeds

Even if the Court were to disregard the fatal procedural and evidentiary defects, the Objection fails for a more fundamental reason: the Plan itself carves out insurance proceeds from

the discharge and injunction, preserving my right to recover from that source. The Administrator's attempt to disallow this claim is an overreach of his authority.

The Plan and Confirmation Order repeatedly affirm that a claimant's rights to pursue applicable insurance coverage are not impaired.

- Article IV.O of the Plan requires the assumption of D&O Liability Policies and explicitly states that nothing shall "alter, modify, amend, expand or otherwise affect any coverage for defense and indemnity under any applicable D&O Liability Insurance Policies". It further clarifies that the automatic stay and injunctions are lifted to allow insureds to make claims under those policies.

- Article V.E of the Plan reinforces this, stating that the assumption of insurance policies vests all rights with the Wind-Down Debtors for the benefit of all beneficiaries of such policies. It also lifts the stay for claimants with "direct action claims against an Insurer."

- The Confirmation Order itself provides precedent for this treatment, expressly preserving the rights of the Securities Litigation lead plaintiff and the Arevon Entities to pursue claims against the Debtors solely to the extent of available insurance coverage.

My claim, which sounds in tort and contract, is precisely the type of liability for which such insurance is maintained. The Plan's structure makes clear that the Administrator's authority is limited to claims payable from the estate's assets. He has no standing or authority to block a claim that targets a non-estate asset like insurance proceeds, which were carved out for the very purpose of satisfying such claims. The Objection is therefore an attempt to improperly expand the scope of the bankruptcy discharge beyond the limits approved by this Court.

V. The Claim's Secured Merits Are Irrefutable

A. Secured Status Is Established by Statute and Equity.

Under the Butner doctrine, this Court must recognize the claim's secured status under California law, which is established in two undeniable ways:

- By Statute: A perfected UCC-1 lien on the fixtures at the subject property automatically attaches to settlement funds as their statutory "proceeds." See Cal. Com. Code §§ 9102(a)(64) & 9315.
- By Equity: A pre-petition settlement promise by SunPower induced forbearance from litigation, creating a powerful equitable lien on the specific insurance proceeds res. See Monarco v. Lo Greco, 35 Cal. 2d 621 (1950).

B. The “Checked Box” Argument Is a Plea for Hyper-Technicality.

The Administrator’s argument regarding the corrected checkmark on the claim form is a desperate plea for hyper-technicality over substance. When a party inadvertently marks a form, the universally recognized protocol for correction is precisely what occurred here: the incorrect mark is crossed out, the emendation is initialed to attest to the author’s intent, and the correct box is checked. It is the unambiguous code for, “My intent is the opposite of the initial mark.” It is well-settled that specific addenda and voluminous supporting documentation, such as the 91 pages filed here, control over a corrected, standardized form box. To argue otherwise is to ask the Court to engage in a form of willful blindness, and the argument should be afforded the weight it deserves: none.

C. The Conflation of Two Distinct Tragedies Is an Improper Mischaracterization.

The attempt to collapse Claim No. 70 (property torts) into Claim No. 112 (wrongful death and elder abuse) is a material mischaracterization designed to create confusion. These claims arise from different harms, different legal duties, and different settlement promises. This improper joinder of distinct legal harms prejudices the rights of both sets of claimants and must be rejected.

VI. A Pattern of Fiduciary Abdication Demanding Scrutiny

The Plan Administrator serves as a fiduciary to the estate and all its creditors. See *Commodity Futures Trading Comm'n v. Weintraub,* 471 U.S. 343, 355 (1985). The conduct exhibited here represents a wholesale abdication of that duty. This is not an isolated error, but a pattern of misconduct, including:

- Willfully disregarding the Plan’s mandatory bar date;
- Circumventing the mandatory procedural requirements of FRBP 7001(2);
- Abandoning a prior objection, only to revive it after the deadline;
- Submitting a fabricated contact log to create a false record of diligence;
- Knowingly violating FRE 408 to prejudice the claimant and the Court; and
- Attempting to adjudicate non-core tort claims beyond this Court's jurisdiction.

This course of conduct falls far short of the "high standard of conduct" required of an estate fiduciary and warrants this Court's intervention.

VII. Prayer for Relief

WHEREFORE, for the foregoing reasons, I respectfully request that the Court enter an Order that will:

1. GRANT the requested ADA Accommodations;

2. STRIKE Docket No. 1575 and its exhibits (D.I. 1575-1, -2, -3) and SEAL Exhibit A (D.I. 1575-1) as a protected settlement communication under FRE 408;
3. IMPOSE SANCTIONS of $900 against the Plan Administrator under FRBP 9011 and the Court's inherent authority, payable to me to compensate for the resources expended in responding to this frivolous and bad-faith filing;
4. DENY the Objection WITH PREJUDICE as untimely, procedurally void, estopped, and evidentially baseless;
5. ALLOW Claim No. 70 as a $1,000,000 secured claim, enforceable against all applicable proceeds and insurance coverage;
6. ISSUE an Order to Show Cause why the Plan Administrator should not be further sanctioned for a pattern of conduct that undermines the integrity of these proceedings. The Administrator chose to defy the Plan’s covenant and the Federal Rules. This Court, as the guardian of both, should not countenance such a result.

Respectfully,

Jason Voelker

Pro Se Assignee of Claim No. 70

Schedule A

Objections to the Plan Administrator's Objection to the Motion for Order Allowing Proof of Claim No. 70 (Docket No. 1575)

1.

Untimely Filing in Violation of Article VII.E of the Plan

The objection, filed July 15, 2025, violates Article VII.E of the confirmed Plan (Docket No. 829), which imposed a 180-day post-confirmation deadline for filing objections to claims. That deadline expired in April 2025. The Plan Administrator's delay constitutes waiver and triggers the equitable doctrines of laches and judicial estoppel. See In re Tribune Co., 477 B.R. 465, 475 (Bankr. D. Del. 2012). His claim of "numerous" outreach attempts (Objection ¶ 12) is unsupported; Franchi's July 9, 2025 email references only two self-addressed messages (February 14 and March 6, 2025), and the Declaration of James Coon (Exhibit A) confirms no contact was received. The late objection prejudices the Movant and must be denied.

2.

Improper Procedural Vehicle in Violation of FRBP 7001(2)

The objection seeks to nullify a UCC-1 and equitable lien and to reclassify Claim No. 70 as unsecured (Objection ¶¶ 9, 11). This constitutes a challenge to the "validity, priority, or extent of a lien," which under FRBP 7001(2) requires an adversary proceeding. The use of a contested matter is procedurally improper and renders the objection void. See In re Mansaray-Ruffin, 530 F.3d 230, 239 (3d Cir. 2008). Furthermore, Article VIII.A of the Plan does not authorize stripping of specific, perfected liens without due process. See In re Ginther Trusts, 238 F.3d 686, 689 (5th Cir. 2001).

3.

Exhibit A Is Inadmissible Under FRE 408

Exhibit A (Docket No. 1575-1, pp. 14–19) is labeled a "final pre-litigation settlement offer" and is inadmissible under FRE 408(a)(2). The Plan Administrator improperly relies on this communication to portray the Movant as threatening (Objection ¶ 4), a use expressly barred by Rule 408. No exception applies. See Affiliated Mfrs., Inc. v. Aluminum Co. of Am., 56 F.3d 521, 526 (3d Cir. 1995). Admitting Exhibit A would discourage settlement efforts and undermine the fairness objectives of the bankruptcy process.

4.

Exhibit B Is Inadmissible Hearsay and Lacks Authentication

Exhibit B (Docket No. 1575-2, p. 36) purports to show attempted outreach but is inadmissible hearsay under FRE 801(c), offered to prove the truth of prior contacts. It fails the business records exception under FRE 803(6) because it was created for litigation (metadata: "RLF1 33298091v.2"), lacks custodian testimony, and is contradicted by Franchi's July 9, 2025 email. It is also unauthenticated under FRE 901(a), with no corroborating records such as call logs or email headers. See United States v. Pelullo, 964 F.2d 193, 202 (3d Cir. 1992); United States v. Browne, 834 F.3d 403, 408 (3d Cir. 2016).

5.

Exhibit C Violates FRE 1002 and FRE 901

Exhibit C (Docket No. 1575-3, pp. 38–40) is a copy of Claim No. 70 filed September 9, 2024. As a copy offered to prove the contents of the original, it violates the best evidence rule under FRE 1002. No explanation is provided for the absence of the original. Additionally, the document lacks authentication under FRE 901, with no affidavit or declaration from a custodian confirming its accuracy or completeness. The copy omits referenced schedules detailing elder abuse, fraud, and wrongful death. See United States v. Smith, 566 F.3d 410, 413 (4th Cir. 2009); In re Allegheny Int'l, Inc., 954 F.2d 167, 173 (3d Cir. 1992).

6.

Violation of 11 U.S.C. § 1129(a)(3) (Lack of Good Faith)

The objection is grounded in a demonstrably false narrative that the Movant was unresponsive, relying on fabricated evidence (Exhibit B) contradicted by the record. The bad faith is further evidenced by the improper attempt to reclassify Claim No. 70 without an adversary proceeding. Such conduct violates 11 U.S.C. § 1129(a)(3), which requires good faith in plan implementation and execution. See In re PWS Holding Corp., 228 F.3d 224, 242 (3d Cir. 2000). The objection should be denied on this ground alone.

7.

Lack of Jurisdiction to Reclassify Non-Core Tort Claims

Claim No. 112 includes non-core personal injury tort claims—specifically elder abuse and wrongful death—which under 28 U.S.C. § 157(b)(5) must be adjudicated in state or district court. The Plan Administrator's effort to reclassify these components as unsecured (Objection ¶¶ 9, 20) exceeds this Court's jurisdiction. See In re Piper Aircraft Corp., 162 B.R. 619, 622 (Bankr. S.D. Fla. 1994). No motion for stay relief was filed, nor was a § 506(a) valuation performed. The

Exhibit A

[Plan Administrator's Communication Log and Purported Emails to Claimants]

From: Mickey Nicholson mickeynicholson@gmail.com
Subject: Fwd: SunPower Claims
Date: Jul 9, 2025 at 1:58:27 PM
To: Jason Voelker jason.voelker@ymail.com

Just came...

Mickey Nicholson

---------- Forwarded message ---------
From: **james coon** <jamescooon@gmail.com>
Date: Wed, Jul 9, 2025, 1:53 PM
Subject: Fwd: SunPower Claims
To: Mickey Nicholson <mickeynicholson@gmail.com>

---------- Forwarded message ---------
From: **Franchi, Nicholas A.** <Franchi@rlf.com>
Date: Wed, Jul 9, 2025, 6:38 AM
Subject: SunPower Claims
To: jamescooon@gmail.com <jamescooon@gmail.com>
Cc: Javorsky, Zachary J. <Javorsky@rlf.com>, Madron, Jason M. <Madron@rlf.com>

Good morning Mr. Coon,

I am following up on my attempts to reach you by phone yesterday, July 9, at both phone numbers you had listed on your claims filed in the SunPower bankruptcy. As

explained in my previous emails, our firm represents the Plan Administrator in the SunPower bankruptcy. If possible, we would like to speak with you regarding the reclassification of your claims, of which there are thirteen currently filed.

Furthermore, it has come to our attention that you may not have received previous correspondence relating to the status and handling of your claims. In the event that such correspondence was not received, please find the two emails attached.

When you have a moment to discuss your claims, please feel free to give me a call at (302) 651-7731. Thank you.

Best,

Nick

RICHARDS LAYTON & FINGER

Nicholas A. Franchi
Richards, Layton & Finger, P.A.
Franchi@rlf.com

920 N. King Street | Wilmington, DE 19801
O: 302-651-7731 | **M:** 302-685-1045 | **F:** 302-651-7701
vCard, bio, www.rlf.com,

---------- Forwarded message ----------
From: "Javorsky, Zachary J." <Javorsky@rlf.com>
To: "Javorsky, Zachary J." <Javorsky@rlf.com>
Cc: "Madron, Jason M." <Madron@rlf.com>, "Franchi, Nicholas A." <Franchi@rlf.com>
Bcc:
Date: Fri, 14 Feb 2025 21:40:04 +0000
Subject: In re: SunPower Corporation, Case No. 24-11649 (CTG) – Omnibus Objection Adjournment

Good afternoon,

As you may know, my firm, Richards, Layton & Finger, P.A. represents the Plan Administrator in the above-referenced chapter 11 cases. The Plan Administrator was appointed under the Debtors' confirmed and effective chapter 11 plan on the plan's effective date of November 14, 2024. Among other responsibilities, under Article VII of the confirmed plan, the Plan

Administrator is charged with the review, reconciliation of, and, as appropriate, objection to all asserted secured, administrative, and priority claims filed in these chapter 11 cases.

The Plan Administrator is in receipt of your or your client's response to the Plan Administrator's omnibus claims objection. The Hearing for the omnibus objection and your response is currently scheduled for February 20, 2025, starting at 10:00 a.m. (EST). As stated in the omnibus objection the Plan Administrator has the right to adjourn the Hearing on any Claim included in the omnibus objection. **Consistent with this right, the Plan Administrator is adjourning the Hearing on the omnibus objection, your response, and claim to the hearing scheduled for March 17, 2025, starting at 10:00 a.m. (EST)** (without prejudice to the Plan Administrator's right to propose/seek further adjournments, as appropriate, which he is likely to utilize). The Plan Administrator reserves all rights.

Over the next month, the Plan Administrator, through his counsel, will reach out to you to further discuss your response with the goal of resolving it without further court intervention. In the meantime, we are available should you have any questions or concerns.

Thanks,

Zach

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From: "Javorsky, Zachary J." <Javorsky@rlf.com>
To: "Javorsky, Zachary J." <Javorsky@rlf.com>
Cc: "Madron, Jason M." <Madron@rlf.com>, "Franchi, Nicholas A." <Franchi@rlf.com>
Bcc:
Date: Thu, 6 Mar 2025 15:04:22 +0000
Subject: In re: SunPower Corporation, Case No. 24-11649 (CTG) – Omnibus Objection Adjournment

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The Plan Administrator is working diligently to reconcile and resolve all such claims in an efficient manner. However, this process takes times. Accordingly,

consistent with Plan Administrator's rights set forth in the omnibus objection, the Hearing for the omnibus objection and your or your client's response (currently scheduled for March 17, 2025) **is being adjourned to date and time to be determined. You will receive additional notice (well in advance) indicting when the hearing on the omnibus objection and your response will go forward.**

In the meantime, please reach out to me at 302-651-7743 to discuss the Plan Administrator's objection, your response and the process going forward. *If you get my voicemail, please leave your name and the best times for me to call you back.* It remains the Plan Administrator's goal to resolve his objection to your claim without further court intervention.

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To: "Javorsky, Zachary J." <Javorsky@rlf.com>

Cc: "Madron, Jason M." <Madron@rlf.com>, "Franchi, Nicholas A."

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RICHARDS LAYTON & FINGER

In re: SunPower Corporation, Case No....
8 KB

In re: SunPower Corporation, Case No....
7 KB