

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND**
(Baltimore Division)

	X	
In re:	:	Bankr. Case No.: 13-25370-MMH
CITY HOMES III LLC,	:	
	:	
Debtors.	:	(Chapter 11)
	X	

**MOTION TO APPROVE FORM, TIMING, MANNER AND SUBSTANCE
OF NOTICE OF SETTLEMENT**

Zvi Guttman, the Plan Trustee for the captioned post-confirmation debtor, and its post-confirmation debtor and non-debtor affiliates¹ (the "Plan Trustee"), by and through undersigned counsel, hereby moves, pursuant to Fed. R. Bankr. P. 9007, 9008 and 9019(a), for Court approval, as to form, timing, manner, and substance, of the notice of the Settlement between the Plan Trustee and Liberty Mutual Mid-Atlantic Insurance Co., formerly Merchants & Business Men’s Mutual Insurance Company ("Liberty Mutual") in this case and of the hearing to approve that Settlement.

Introduction and Summary

Concurrently herewith, the Plan Trustee has filed a Motion for Approval of Settlement Agreement Between Plan Trustee and Liberty Mutual Mid-Atlantic Insurance Co. (the "Motion to Compromise"). The settlement entails the payment by Liberty Mutual of its policy indemnity limits to the Trustee for further distribution to persons that allegedly sustained lead paint injuries in the Debtors' properties. Because the Plan Trustee contemplates providing actual and publication notice of the proposed settlement, he seeks pre-approval from the Court of the form, timing, manner, and substance of that Notice.

¹ City Homes Management, LLC; City Homes Bretton LLC; City Homes III LLC; City Homes Johnston Square LLC; City Homes Newington LLC; City Homes Ocala LLC; City Homes Patriots II LLC; City Homes Peabody LLC; City Homes Royalton LLC; City Homes East Business Trust; City Homes West Business Trust; City Homes Central I Business Trust; City Homes Central II Business Trust; City Homes Central III Business Trust; City Homes Central IV Business Trust; City Homes Central V Business Trust; City Homes Patriots I, LLC; City Homes Patriots III LLC; City Homes Patriots IV LLC; City Homes Patriots V LLC; City Homes Central I, LLC; City Homes Office Business Trust. As used herein, the term "City Homes" encompasses and is co-extensive with (a) the Debtors, the Non-Debtor Affiliates, the Reorganized Debtors, the Estates of the Debtors, and the debtors in possession as those terms are defined in the Plan or the Bankruptcy Code.

Applicable Law

The Rules provide:

When notice is to be given under these rules, the court shall designate, if not otherwise specified herein, the time within which, the entities to whom, and the form and manner in which the notice shall be given. When feasible, the court may order any notices under these rules to be combined.

Federal Rule Bankruptcy Procedure ("F.R.B.P.") 9007.

Whenever these rules require or authorize service or notice by publication, the court shall, to the extent not otherwise specified in these rules, determine the form and manner thereof, including the newspaper or other medium to be used and the number of publications.

F.R.B.P. 9008.

Analysis

Although the Plan Trustee is confident that the universe of individuals asserting claims against the Debtors for exposure to lead paint is already known and represented by counsel already participating in this case, the Trustee is also cognizant that due process mandates that he provide notice (a) that is reasonably calculated, under the circumstances, to provide notice of the Motion to Compromise and the Liberty Mutual Settlement Agreement, (b) of the right of interested parties and creditors to object to that settlement, and (c) of the right of those parties to be heard on their objections, if any.

Generally speaking, a compromise would require 21 days' notice to creditors and parties in interest. F.R.B.P. 9019, 2002. And, at this stage in a case, that notice would be given by CM/ECF or first class mail to those creditors and parties in interest that have already participated in the case. Here, however, although all known creditors are already participating through counsel, to ensure adequate notice to *all potential* creditors and parties in interest, it is appropriate to provide publication notice in the broader Baltimore area. Publication in the Baltimore area is appropriate because the Debtors operated exclusively in Baltimore City. Thus, the buildings where the exposure to lead allegedly occurred were located there, and persons who allege such injuries have a logical nexus to Baltimore City.

In advance of providing such notice, the Plan Trustee seeks approval from the Court of the form, timing, manner, and substance of that Notice and submits that the following is appropriate:

- (a) **Publication Notice**: The Notice of Settlement, attached hereto as Exhibit 1, will be published twice in each of The Baltimore Sun and the Baltimore AFRO-American. The publication dates shall be staggered such that the Notice will run for 4 consecutive weeks alternating between the two publications. The Notice will advise that the Motion to Compromise, the Settlement Agreement and Mutual Releases, and the Proposed Order thereon, are available for viewing and download on the internet.
- (b) **Service by Mail/CM/ECF**: The Plan Trustee or Liberty Mutual will serve the Motion to Compromise, the Settlement Agreement and Mutual Releases, the Proposed Order, and the Notice of Settlement by first class mail or CM/ECF on (i) the persons appearing on the Electronic Mail Notice List maintained by the Court for this case, (ii) affected persons appearing on the Manual Notice List maintained by the Court for this case, (iii) the Office of the United States Trustee; (iv) known counsel for the relevant Lead Paint Entities (*i.e.*, Penn National, Liberty Mutual, and CXRe), and (v) known counsel for all Liberty Mutual Claimants reasonably identified by the Trustee
- (c) **Objection Period**: The objection period will conclude 21 days after the final publication date of the Notice of Settlement.
- (d) **Hearing Date**: A hearing will be held by the Court at least seven (7) days after conclusion of the objection period.

Statement Pursuant to Local Bankruptcy Rule 9013-2

No memorandum will be filed with this Motion and the Plan Trustee will rely solely upon this Motion.

Relief Sought

WHEREFORE, the Trustee respectfully requests that:

- (a) The Court approve the form, timing, manner, and substance of the Notice of Settlement attached hereto as Exhibit 1;
- (b) The Court approve the manner and frequency of the publication of the Notice of Settlement as outlined above;
- (c) The Court require that objections, if any, to the Motion to Compromise be filed by August 18, 2022, which is anticipated to be approximately 21 days following the final publication of the Notice of Settlement; and

- (d) The Court set a hearing date on the Motion to Compromise on September 12, 2022 or on some other date at least seven (7) days beyond the objection period; and
- (e) The Court grant such other and further relief as is just and proper.

June 17, 2022

Respectfully submitted,

/s/ Zvi Guttman

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Counsel to the Plan Trustee

MOVANT HAS ALSO FILED A MOTION TO SHORTEN THE TIME FOR RESPONSE AND/OR FOR AN EXPEDITED HEARING. IF THAT MOTION TO SHORTEN OR EXPEDITE IS GRANTED, THE TIME TO OBJECT AND/OR DATE FOR HEARING WILL BE CHANGED AS PROVIDED IN SUCH ORDER.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17th day of June 2022, I reviewed the Court's CM/ECF system and it reports that an electronic copy of the foregoing Motion to Approve Form, Timing, Manner, and Substance of Notice of Settlement will be served electronically by the Court's CM/ECF system on the following:

CM/ECF

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Irving Edward Walker iwalker@coleschotz.com, jdonaghy@coleschotz.com, pratkowiak@coleschotz.com

I HEREBY FURTHER CERTIFY that on this 17th day of June 2022, a copy of the foregoing Motion to Approve Form, Timing, Manner, and Substance of Notice of Settlement was also mailed first class mail, postage prepaid to:

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/s/ David G. Sommer
David G. Sommer

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re: *
*
CITY HOMES III LLC * CASE NO: 13-25370-MMH
*
Debtor * (Chapter 11)

* * * * *

**NOTICE OF MOTION AND HEARING ON MOTION TO
APPROVE SETTLEMENT AGREEMENT WITH LIBERTY MUTUAL
MID-ATLANTIC INSURANCE COMPANY**

PLEASE TAKE NOTICE THAT Zvi Guttman (the "Plan Trustee"), the Chapter 11 Plan Trustee for City Homes III, LLC, the captioned post-confirmation debtor, and its post-confirmation debtor and non-debtor affiliates (collectively, "City Homes"), has filed a Motion for approval of a Settlement Agreement¹ between the Plan Trustee and Liberty Mutual Mid-Atlantic Insurance Co., formerly Merchants & Business Men’s Mutual Insurance Company ("Liberty Mutual") regarding certain liability insurance policies issued by Liberty Mutual that purport and are alleged to provide insurance coverage for Lead Paint Claims against City Homes during the period August 1, 1999 - June 1, 2001. Under the Settlement Agreement: (i) Liberty Mutual will pay an aggregate amount of \$3,392,055.00 to a Settlement Trust to be administered by the Plan Trustee; (ii) the Plan Trustee will release Liberty Mutual from any and all Claims, including any and all Lead-Paint Claims, and any obligations of any nature whatsoever under, arising from, based upon, attributable to, or derived from the Liberty Mutual Policies or the insurer/insured relationship between Liberty Mutual and Debtor; and (iii) Liberty Mutual will withdraw its appeal of an order enjoining an action to rescind the Liberty Mutual Policies.²

Copies of the Motion, the Settlement Agreement, and the proposed Order thereon can be viewed at and downloaded from the Court (Pacer.gov) or <https://guttman.lawyer/city-homes> or requested the Plan Trustee or his counsel at the addresses set forth below.

YOUR RIGHTS MAY BE AFFECTED BY THE MOTION, THE SETTLEMENT AGREEMENT, AND ANY ORDER ENTERED BY THE COURT APPROVING THE SETTLEMENT. If you wish to file an objection to the proposed settlement you must file your objection with the Bankruptcy Court at the United States Bankruptcy Court for the District of

¹ The description of the terms of the settlements contained herein is subject to the provisions of the Settlement Agreement ("Agreement"). To the extent there is any inconsistency between the description of the terms of the settlement contained herein and the provisions of the Agreement, the provisions of the Agreement shall control. Any capitalized terms not defined here have the meanings ascribed to them in the Agreement.

² The Plan Trustee has also filed a Motion for approval of an additional settlement between the Plan Trustee and the Holders of numerous Lead Paint Claims that allocates the funds in the Liberty Mutual Settlement Trust amongst those Holders. These documents can also be viewed at and download from <https://guttman.lawyer/city-homes> or requested from the Plan Trustee or his counsel.

Maryland, 101 W. Lombard St., Baltimore, MD 21201 (www.mdb.uscourts.gov), Case No. 13-25370-MMH, and serve your objection on the following: (i) Plan Trustee, Zvi Guttman, c/o The Law Offices of Zvi Guttman, P.A., Post Office Box 32308, Baltimore, Maryland 21282, Zvi@ZviGuttman.com; (ii) counsel for the Plan Trustee, David G. Sommer, Esq., Gallagher Evelius & Jones LLP, 218 N. Charles Street, Suite 400, Baltimore, MD 21201, dsommer@gejlaw.com; (iii) Office of the United States Trustee, 101 West Lombard Street, Suite 2625, Baltimore, MD 21201 (Attn: Gerard R. Vetter, Assistant U.S. Trustee); and (iv) counsel for Liberty Mutual, Robert L. Hoegle, Esq., 101 Constitution Ave., NW, 9th Floor, Washington, DC 20001, bob.hoegle@nelsonmullins.com. An objection must state the facts and legal grounds on which the objection is based. Objections must be filed and served no later than August 18, 2022. A hearing on the Motion and proposed settlement, if necessary, is scheduled for _____, 2022 at _____ A./P.M. in Courtroom 9-D (via Zoom). Nevertheless, the Court, in its discretion, may conduct a hearing or determine the matter without a hearing regardless of the filing of an objection. If no timely objection is filed the proposed settlement may be authorized without further order or notice.

You may contact the undersigned for additional information.

June 17, 2022

Respectfully submitted,

/s/ Zvi Guttman

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this ____ day of _____ 2022, I reviewed the Court's CM/ECF system and it reports that an electronic copy of the foregoing Notice of Motion and Hearing on Motion to Approve Settlement Agreement with Liberty Mutual Mid-Atlantic Insurance Company will be served electronically by the Court's CM/ECF system on the following:

CM/ECF

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I HEREBY FURTHER CERTIFY that on this ____ day of _____ 2022, a copy of the foregoing Notice of Motion and Hearing on Motion to Approve Settlement Agreement with Liberty Mutual Mid-Atlantic Insurance Company was also mailed first class mail, postage prepaid to:

Robert L. Hoegle
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/s/ David G. Sommer

David G. Sommer

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND**
(Baltimore Division)

	x	
In re:	:	Bankr. Case No.: 13-25370-MMH
CITY HOMES III LLC,	:	
Debtors.	:	(Chapter 11)
	x	

**ORDER GRANTING MOTION TO APPROVE FORM, TIMING, MANNER,
AND SUBSTANCE OF NOTICE OF SETTLEMENT**

Upon consideration of the Motion to Approve Form, Timing, Manner, And Substance of Notice of Settlement (the "Motion") and any response thereto, and for good cause it is hereby by the United States Bankruptcy Court for the District of Maryland:

ORDERED, that the Motion be, and it hereby is, granted; and it is

FURTHER ORDERED, that when completed with the Objection Deadline and Hearing Date/Time set by the Court, and served and published as directed herein, the Notice of Motion and Hearing on Motion to Approve Settlement Agreement with Liberty Mutual Mid-Atlantic Insurance Company (the "Notice") attached to the Motion shall be good, sufficient and adequate notice of the Motion for Approval of Settlement Agreement Between Plan Trustee and Liberty Mutual Mid-Atlantic Insurance Co. (the "Motion to Compromise"), the settlement proposed therein, and the opportunity to object thereto, and no other or further notice of the Motion to Compromise is or shall be required; and it is

FURTHER ORDERED, that the Court finds the following form, timing, manner, and substance of the Notice to be good, sufficient and appropriate:

- (a) **Publication Notice**: The Notice of Settlement shall be published twice in each of The Baltimore Sun and the Baltimore AFRO-American. The publication dates shall be staggered such that the Notice will run for 4 consecutive weeks alternating between the two publications.
- (b) **Service by Mail/CM/ECF**: The Motion to Compromise, the Settlement Agreement and Mutual Releases, the Proposed Order, and the Notice of Settlement shall be served by first class mail or CM/ECF on (i) the persons appearing on the Electronic Mail Notice List maintained by the Court for this case, (ii) affected persons appearing on the Manual Notice List maintained by the Court for this case, (iii) the Office of the United States Trustee; (iv) known counsel for the relevant Lead Paint Entities (i.e., Penn National, Liberty Mutual, and CXRe), and (v) known counsel for all Liberty Mutual Claimants reasonably identified by the Trustee
- (c) **Objection Period**: Objection, if any, to the Motion to Compromise must be filed by August 18, 2022.
- (d) **Hearing Date**: A hearing on the Motion to Compromise, the proposed settlement, and any objection thereto will be held on a date to be set by the Court in the header of this Order or by separate hearing notice.
- (e) The Notice shall advise that full copies of the Motion, the Settlement Agreement, and the proposed Order thereon can be viewed at and downloaded from Pacer.gov or <https://guttman.lawyer/city-homes> or requested from the Plan Trustee or his counsel.

Suggested Distribution List

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END OF ORDER