



Honorable Mike K. Nakagawa
United States Bankruptcy Judge



Entered on Docket
February 20, 2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

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In re:)	Case No.: 22-13555-MKN
)	Chapter 11
LV FORTUNE, LLC,)	
)	
Debtor.)	Date: July 30, 2025
)	Time: 9:30 a.m.
)	

ORDER ON MOTION TO CONVERT CHAPTER 11 CASE TO CHAPTER 7¹

On July 30, 2025, the court heard the Motion to Convert Chapter 11 Case to Chapter 7 (“Conversion Motion”) brought by administrative claimant Larson & Zirzow, LLC (“L&Z”) in the above-referenced proceeding. The appearances of counsel were noted on the record. After arguments were presented, the matter was taken under submission.

BACKGROUND

On or about December 31, 2020, Las Vegas Lucky Investment LLC (“LVLI”) as landlord, and LV Fortune, LLC (“Debtor”) as tenant, entered into a lease agreement (“Lease”). The Lease provided for the Debtor to lease from LVLI the Fortune Hotel & Suites, which is a 150-room hotel located on two parcels totaling 5.68 +/- acres of land located at 325 E. Flamingo Road, Las Vegas, Clark County, Nevada 89169 (“the Property”). (ECF No. 60). The Lease

¹ In this Order, all references to “ECF No.” are to the numbers assigned to the documents filed in the case as they appear on the docket maintained by the clerk of the court. In this Order, all references to “Section” are to provisions of the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. All references to “Bankruptcy Rule” are to provisions of the Federal Rules of Bankruptcy Procedure.

1 began January 1, 2021, and expired on December 31, 2023, with the option of two one-year
2 extensions after its expiration. (ECF No. 60).

3 On or about September 1, 2022, LVLI sold the Property to Cathedral GD, LLC and
4 Cathedral JD, LLC (collectively, the “Landlords”), with each holding a 50% interest as tenants-
5 in-common. (ECF No. 60).

6 On or about September 7, 2022, the Landlords served the Debtor with a Five-Day Notice
7 to Pay Rent or Surrender Premises, asserting the Debtor owed \$347,428.89 in unpaid rent. (ECF
8 No. 60).

9 On October 3, 2022, Debtor filed a voluntary “skeleton” Subchapter V Chapter 11
10 petition (“Petition”) that includes a creditor matrix (“Mailing Matrix”) containing the names and
11 addresses of all creditors and other parties in interest for the bankruptcy proceeding, including
12 Jeffrey Fleming (“Fleming”). (ECF No. 1). A Notice of Chapter 11 Bankruptcy Case
13 (“Bankruptcy Notice”) was issued, setting a deadline of December 12, 2022 (“Claim Deadline”)
14 for creditors to file proofs of claim. (ECF No. 3).² The Petition was signed by Fleming as the
15 Debtor’s manager. The Petition is accompanied by a copy of an Action by Written Consent of
16 the Sole Manager and Member of LV Fortune, LLC, signed by Fleming as sole officer, director,
17 manager, and member of the Debtor. Edward M. Burr was appointed as the Subchapter V
18 trustee (“Trustee”). (ECF No. 8).

19 On October 5, 2022, Debtor filed an Application to Employ Larson & Zirzow, LLC as
20 General Bankruptcy Counsel with an effective date of October 3, 2022. (ECF No. 17).

21 On October 12, 2022, an order was entered designating Fleming as the responsible person
22 for the Debtor. (ECF No. 32).

23 On October 17, 2022, Debtor filed its schedules of assets and liabilities (“Schedules”)
24 along with its statement of financial affairs (“SOFA”). (ECF No. 39). Part 13, Section 28 of the
25 SOFA attests that Fleming is the sole manager, member, officer, and director who holds 100% of
26 the interest in the Debtor. Secured creditor Schedule “D” lists three separate creditors having

27 ² The Claims Register maintained by the court clerk during the Chapter 11 proceeding
28 reflects that ten creditors filed proofs of claim before the Claim Deadline, while four creditors
filed proofs of claim after the Claims Deadline.

1 claims secured by property of the estate. Unsecured creditor Schedule “E/F” lists three creditors
2 having priority unsecured claims and seventeen creditors having nonpriority unsecured claims.

3 The Schedules and SOFA are signed under penalty of perjury by Fleming as the manager.

4 On November 10, 2022, an order was entered granting the employment of L&Z as
5 Chapter 11 counsel for the Debtor. (ECF No. 42).

6 On January 1, 2023, Debtor filed a proposed Chapter 11 plan of reorganization (“Plan”).
7 (ECF No. 60). The proposed Plan was signed by Fleming as “Manager and Designated
8 Responsible Person.”

9 On January 5, 2023, Debtor filed amended schedules (“Amended Schedules”). (ECF No.
10 62). The Amended Schedules is signed under penalty of perjury by Fleming as its “Manager.”

11 On January 6, 2023, the court entered an order granting Debtor’s Ex Parte Motion Re:
12 Fixing of Deadlines and Procedures in Subchapter V Case Relating to Proposed Chapter 11 Plan
13 Reorganization. (ECF No. 64). The order set the Plan confirmation hearing for March 7, 2023.

14 On March 6, 2023, Debtor filed a Notice of Proposed Modifications (with the original
15 Chapter 11 Plan, the “Plan”). (ECF No. 90). The Plan required Debtor to cure all outstanding
16 lease arrears (“Cure Payment”) by a deadline of April 7, 2023 (“Cure Deadline”). Among other
17 things, that Cure Payment — valued at about \$1.12 million — would allow Debtor to continue to
18 operate the Property to generate revenue that Debtor would use to pay its creditors according to
19 the Plan. If Debtor failed to make the Cure Payment, the Plan would be in default, the Lease
20 would be automatically rejected and terminated in full, and the Landlords would take immediate
21 control of the Property. No objections to confirmation of the proposed Plan were raised.

22 On March 7, 2023, an order was entered confirming the Plan under Section 1191(a)
23 (“Confirmation Order”). (ECF No. 95). Under Section 8.07 of the confirmed Plan, Fleming
24 remained “as the sole officer, director and owner of the Debtor post-confirmation.”

25 On March 10, 2023, L&Z filed a Final Application for Compensation in the amount of
26 \$34,538.07 (“L&Z Fee Application”), that was noticed to be heard on April 12, 2023. (ECF
27 Nos. 101-103). On the same date, a Certificate of Service was filed attesting the L&Z Fee
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1 Application and accompanying documents had been served by first class mail and electronic
2 delivery to the Mailing Matrix. (ECF No. 104).

3 On April 13, 2023, an order was entered granting approval of L&Z's compensation and
4 expenses ("L&Z Fee Order"). (ECF No. 109).³

5 On April 21, 2023, L&Z filed a Motion to Withdraw as Attorney of Record for Debtor
6 ("L&Z Withdrawal Motion") which was supported by the declaration of Matthew Zirzow. (ECF
7 Nos. 113 and 114). That Motion was noticed to be heard on May 24, 2023, and the Motion and
8 supporting documents were served by first class mail and electronic means on the Mailing
9 Matrix. (ECF Nos. 115 and 116).

10 On May 26, 2023, in absence of opposition or objection, an order was entered granting
11 the L&Z Withdrawal Motion. (ECF No. 119).

12 On August 16, 2023, attorney Damon K. Dias ("Attorney Dias") filed a notice of
13 appearance on behalf of the Debtor. (ECF No. 124).

14 On August 17, 2023, Debtor filed a voluntary motion to dismiss the Chapter 11
15 proceeding that was noticed to be heard on September 20, 2023. (ECF Nos. 126 and 127).

16 On September 21, 2023, an order was entered granting Debtor's motion to voluntarily
17 dismiss its Chapter 11 bankruptcy ("Dismissal Order"). (ECF No. 129).

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20 ³ Section 330(a)(1) allows a bankruptcy court to award "reasonable compensation" to
21 professionals employed by a bankruptcy estate. Section 330(a)(3) generally directs the court to
22 "consider the nature, the extent, and the value of such services, taking into account all relevant
23 factors...." 11 U.S.C. § 330(a)(3). Among those relevant factors, Section 330(a)(3)(E) requires
24 the court to consider whether the professional demonstrate "skill and experience in the
25 bankruptcy field." L&Z was authorized to be employed by the Debtor which did not object to
26 the L&Z Fee Application. Notice of the compensation request was given to Fleming. The L&Z
27 Fee Order was granted in April 2023 and was never appealed. Whether entry of the L&Z Fee
28 Order bars subsequent pursuit of the Malpractice Claim under principals of claim preclusion or
issue preclusion is not before the court. See, e.g., Matter of Intelogic Trace Inc., 200 F.3d 382,
388 (5th Cir. 2000) (claim preclusion barred Chapter 7 trustee from pursuing state court
malpractice claim against accountants whose fees previously had been approved after duly notice
hearing and opportunity to be heard); Potter v. Pierce, 342 P.3d 54, 57-61 (N.M. 2015) (claim
preclusion applied to legal malpractice claim pursued in state court that was asserted after law
firm's fees for the same services rendered had been allowed by bankruptcy court in a duly
noticed hearing).

1 On October 19, 2023, an Order Discharging Chapter 11 Subchapter V Trustee was
2 entered. (ECF No. 134).

3 On November 8, 2023, the Debtor’s Chapter 11 Subchapter V bankruptcy case was
4 closed. (ECF No. 135).

5 On March 27, 2025, Debtor filed a civil action in the Eighth Judicial District Court, Clark
6 County, Nevada (“State Court Action”), denominated Case No. A-25-915543-C. Debtor’s civil
7 complaint (“Complaint”) asserts a claim for legal malpractice against L&Z arising out of L&Z’s
8 representation of the Debtor during the Chapter 11 proceeding (“Malpractice Claim”).⁴

9 On April 22, 2025, L&Z filed an application to vacate and grant relief from the Dismissal
10 Order (“Vacate Motion”). (ECF No. 136). On the same date, L&Z filed a notice removing the
11 State Court Action to the bankruptcy court, where it was assigned Adversary Proceeding No. 25-
12 01119-mkn. (ECF No. 137).

13 On April 23, 2025, L&Z filed an Ex Parte Motion to Reopen Chapter 11 Case to Allow
14 Court to Hear and Consider Motion to Vacate and Grant Relief from Order Dismissing Chapter
15 11 Bankruptcy Case (“Reopen Motion”). (ECF No. 142).

16 On April 29, 2025, an order was entered granting the Reopen Motion. (ECF No. 148).

17 On May 16, 2025, Attorney Dias filed a motion to withdraw as counsel for the Debtor
18 (“Dias Withdrawal Motion”). (ECF No. 154).

19 On May 23, 2025, Debtor filed a motion to remand the State Court Action. (ECF No.
20 157).

21 On May 28, 2025, a supplement to the Dias Withdrawal Motion was filed. (ECF No.
22 160).

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25 ⁴ In particular, the Complaint alleges that L&Z’s conduct resulted in the April 7, 2023
26 Cure Deadline being missed, thereby allowing LVLI to terminate the Lease, and to take
27 immediate control of the Property; all of the asserted conduct allegedly took place before the
28 L&Z Withdrawal Motion was granted without objection on May 26, 2023. See Complaint at ¶¶
20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42. In
other words, all of the conduct on which the Debtor’s legal malpractice claim is based took
place, if at all, during the Chapter 11 proceeding.

1 On June 3, 2025, a notice of appearance on behalf of the Debtor was filed by attorney
2 Matthew I. Knepper (“Attorney Knepper”). (ECF No. 162).

3 On June 4, 2025, Debtor filed an opposition to the Vacate Motion. (ECF No. 163).

4 On June 6, 2025, an order was entered granting the Vacate Motion, thereby reopening the
5 Chapter 11 case. (ECF No. 164).

6 On June 10, 2025, the L&Z filed the instant Conversion Motion along with a Declaration
7 of Matthew C. Zirzow (“Zirzow Declaration”). (ECF Nos. 167 and 168). A Notice of Hearing
8 was filed, scheduling the Conversion Motion to be heard on July 9, 2025. (ECF No. 169). A
9 Certificate of Service also was filed attesting that the Conversion Motion, the Zirzow
10 Declaration, and Notice of Hearing were served by first class mail on all parties listed in the
11 Mailing Matrix, as well as parties required to receive electronic notice. (ECF No. 172). By its
12 Motion, L&Z seeks to convert the Chapter 11 proceeding to a Chapter 7 liquidation thereby
13 allowing the Malpractice Claim to be administered by a panel Chapter 7 trustee.

14 On June 13, 2025, a stipulated order was entered granting the Dias Withdrawal Motion
15 and authorizing Attorney Knepper to substitute as bankruptcy counsel of record for the Debtor.
16 (ECF No. 175).

17 On July 2, 2025, L&Z filed a supplement to the Conversion Motion. (ECF No. 177).

18 On July 2, 2025, Debtor filed its opposition to the Conversion Motion (“Conversion
19 Opposition”). (ECF No. 178). No opposition to conversion of the case to Chapter 7 was filed by
20 the Office of the United States Trustee (“UST”), creditors or other parties in interest.

21 On July 23, 2025, L&Z filed a reply to the Conversion Opposition. (ECF No. 183).

22 DISCUSSION

23 The court has reviewed and considered the materials and written testimony offered by the
24 parties as well as the written and oral arguments presented. Based on that review and resulting
25 consideration, the court concludes that the Conversion Motion should be granted for the reasons
26 discussed below.

27 I. Creditor Standing.

1 To bring the Conversion Motion, L&Z must have standing in this proceeding. Under
2 Section 1109, a creditor “may raise and may appear and be heard on any issue” in a bankruptcy
3 proceeding. See 11 U.S.C. § 1109(b). A creditor is any “entity that has a claim against the
4 debtor that arose at the time of or before the order for relief concerning the debtor.” 11 U.S.C. §
5 101(10)(a). The term “claim” includes a right to payment. See 11 U.S.C. § 101(5)(a); see also
6 Johnston v. Jem Development Co. (In re Johnston), 149 B.R. 158, 161 (B.A.P. 9th Cir. 1992). In
7 essence, a party is a creditor if it holds a right to payment, and a creditor has standing to request a
8 conversion from a Chapter 11 case to a Chapter 7 case. Id. at 161.

9 This court entered the L&Z Fee Order on April 13, 2023, approving L&Z’s payment of
10 \$34,538.07 for its expenses and fees incurred in representing the Debtor. That order was never
11 appealed. As a result, L&Z became the holder of the right to that payment before the Dismissal
12 Order was entered on September 21, 2023. There is no dispute that the Debtor has not paid the
13 fees and expenses to which L&Z is owed.

14 Debtor argues that L&Z cannot bring the Conversion Motion because L&Z lacks good
15 faith and has a conflict of interest since the malpractice claim is against L&Z. In making this
16 assertion, Debtor relies on Little Creek Dev. Co. v. Commonwealth Mortg. Corp. (In re Little
17 Creek Dev. Co.), 779 F.2d 1068 (5th Cir. 1986), as well as Marrama v. Citizens Bank of
18 Massachusetts, 549 U.S. 365 (2007).

19 In Little Creek, the Fifth Circuit held that lack of good faith by a debtor could be cause
20 for granting a conversion under Section 1112(b). 779 F.2d at 1072. The case does not provide
21 guidance on whether a creditor has standing to bring a conversion, and even if it did, it would not
22 be binding on this court.

23 In Marrama, the Supreme Court reaffirmed “the broad authority granted to bankruptcy
24 judges to take any action that is necessary or appropriate ‘to prevent an abuse of process’
25 described in § 105(a) of the [Bankruptcy] Code.” 549 U.S. at 375, quoting 11 U.S.C. § 105(a).
26 The Court concluded Section 105(a) allows a Chapter 7 debtor’s motion under Section 706 to
27 convert to Chapter 13 to be denied where the debtor attempted to “merely postpone[] the
28 allowance of equivalent relief and... take action prejudicial to creditors.” Id. The conclusion in

1 Marrama is easily distinguishable from the facts in the instant case. First, Marrama involves an
2 individual seeking to convert a Chapter 7 liquidation to a Chapter 13 debt adjustment where
3 good faith is required to file a bankruptcy petition and to confirm a Chapter 13 plan. Id. at 371.
4 Second, the debtor made several material misstatements about the property they owned in their
5 bankruptcy schedules. Id. at 369-70. L&Z has not made any material misstatements to this
6 court, nor is L&Z a debtor attempting to convert their own bankruptcy case. As L&Z correctly
7 points out, nothing in Marrama suggests that bad faith arises when a properly supported motion
8 is brought by a creditor under Section 1112(b).

9 Since L&Z is a creditor with an outstanding claim against Debtor, it has standing to request a
10 conversion from Chapter 11 to Chapter 7.

11 **II. Conversion or Dismissal.**

12 “The decision to convert [a] case to Chapter 7 is within the bankruptcy court's
13 discretion.” Pioneer Liquidating Corp. v. U.S. Trustee (In re Consolidated Pioneer Mortgage
14 Entities), 264 F.3d 803, 806 (9th Cir. 2001), aff'g, 248 B.R. 368 (B.A.P. 9th Cir. 2000). Under
15 Section 1112(b)(1), a party in interest may request a conversion to a Chapter 7 or a dismissal
16 based on “the best interests of the creditors and the estate.” 11 U.S.C. § 1112(b)(1). “However,
17 even if cause is established, Section 1112(b)(2) prohibits a bankruptcy court from granting relief
18 under Section 1112(b)(1) if the bankruptcy ‘court finds and specifically identifies unusual
19 circumstances establishing that converting or dismissing the case is not in the best interests of
20 creditors and the estate, and the debtor or any other party in interest establishes [one of two
21 enumerated circumstances].’” Baroni v. Seror (In re Baroni), 36 F.4th 958, 965 (9th Cir. 2022),
22 quoting 11 U.S.C. § 1112(b)(1). The appropriateness of conversion depends on “(1) whether
23 cause exists for granting relief under Section 1112(b)(1); (2) whether granting relief is in the
24 creditors' and the estate's best interests; and (3) if so, which form of relief best serves the
25 creditors' and the estate's interests.” Id.; see also Woods & Erickson, LLP v. Leonard (In re AVI,
26 Inc.), 389 B.R. 721, 729 (B.A.P. 9th Cir. 2008), citing Nelson v. Meyer (In re Nelson), 343 B.R.
27 671, 675 (B.A.P. 9th Cir. 2006) (questions of conversion and dismissal involve a two-step
28 analysis of whether cause exists and application of a balancing test based on the best interests of

1 the creditors and the estate). Even a properly closed Chapter 11 case also can be reopened for
2 conversion to a Chapter 7 case. See Greenfield Drive Storage Park v. California Para-
3 Professional Services, Inc. (In re Greenfield Drive Storage Park), 207 B.R. 913, 918 (B.A.P. 9th
4 Cir. 1997).

5 A. Cause

6 Section 1112 does not explicitly define cause, but instead provides a list of examples that
7 would constitute cause. See 11 U.S.C. § 1112(b)(4). However, the court has broad discretion in
8 determining cause under § 1112(b)(1). See Pioneer Liquidating Corp. v. U.S. Trustee (In re
9 Consol. Pioneer Mortg. Entities), 248 B.R. 368, 375 (B.A.P. 9th Cir. 2000); Greenfield, 207 B.R.
10 at 916; In re Johnston, 149 B.R. at 160. This circuit generally finds cause to convert when the
11 debtor materially defaults on a plan, fails to effectuate the plan, or erodes the position of
12 creditors. See Baroni, 36 F.4th at 967 (material default from failure to make required payments);
13 Greenfield, 207 B.R. at 916-17 (material default from failure to make required payments despite
14 making payments for several years prior); In re Johnston, 149 B.R. at 162 (inability to effectuate
15 a plan and eroding the position of creditors); Smith v. John Peter Lee, Ltd., 201 B.R. 267, 274
16 (D. Nev. 1996), aff'd, 141 F.3d 1179 (9th Cir. 1998) (unpublished table decision) (inability to
17 effectuate plan). The party seeking conversion bears the burden of persuasion to establish that
18 cause exists. See Baroni, 36 F.4th at 966; Sullivan v. Harnisch (In re Sullivan), 522 B.R. 604,
19 614 (B.A.P. 9th Cir. 2014).

20 L&Z maintains that cause exists because there was material default under a confirmed
21 plan, inability to effectuate substantial consummation of a confirmed plan, substantial or
22 continuing loss to or diminution of the estate and the absence of a reasonable likelihood of
23 rehabilitation, and gross mismanagement of the estate. See Conversion Motion at 10:17-14:12,
24 citing 11 U.S.C. §§ 1112(b)(4)(A), (B), (M), and (N). L&Z argues that the Debtor failed to make
25 the required Cure Payment to the Landlord by the Cure Deadline, leading to a termination of the
26 Lease. It maintains that the Debtor's failure to make that payment—and to any other creditors—
27 constitutes a material default, an inability to effectuate a plan, and a substantial or continuing
28 loss to or diminution of the estate inasmuch as the Debtor has almost no other assets with which

1 to pay creditors without access to the Property. The court agrees. Failure to make the Cure
2 Payment is a material default under the very Plan proposed by the Debtor and confirmed by the
3 court. Substantial consummation of the confirmed Plan has not been effectuated, further
4 resulting in a substantial or continuing loss to, or diminution of, the estate, as well as the absence
5 of a reasonable likelihood of rehabilitation. The authorities cited by L&Z support these
6 conclusions.

7 As shown in Baroni, “[a] failure to make a payment required under the plan is a material
8 default and is cause.” 36 F.4th at 966. There are circumstances where a missed payment is not a
9 material default, and whether it is material depends on “the number of missed payments, the
10 number of aggrieved creditors, and how long the default occurred.” Id. at 967. Furthermore,
11 when there is no possibility of effective reorganization and the ongoing delay would erode the
12 position of creditors, the court may convert the case from Chapter 11 to Chapter 7. See In re
13 Johnston, 149 B.R. at 162.

14 Here, the Cure Payment on the Lease was essential to effectuate the confirmed Plan.
15 Without the Property, Debtor did not have a stream of revenue necessary to operate its business
16 to pay creditors under the Plan. Absent any other source of revenue, Debtor’s failure to make the
17 Cure Payment ended its ability to pay its creditors, severely diminishing the estate and making
18 the reorganization ineffective. As the Debtor did not have another source of revenue, the missed
19 Cure Payment supports a finding of cause under Sections 1112(b)(4)(A), (M), and (N). Because
20 L&Z have already proven cause under their first three arguments, this court need not address
21 L&Z’s argument under Section 1112(b)(4)(B).⁵

22 Even when cause is established, the court may not convert the case if it “finds and
23 specifically identifies unusual circumstances establishing that converting or dismissing the case
24 is not in the best interests of creditors and the estate, and the debtor or any other party in interest

25 ⁵ In In re Products Intern. Co., 395 B.R. 101 (Bankr. D. AZ. 2008), the court noted that
26 failure to maintain an effective corporate management team may constitute gross
27 mismanagement within the meaning of Section 1112(b)(4)(B). Although Fleming was the sole
28 manager of the Debtor at the time of the Plan default, it is unnecessary to reach that
determination in the current matter.

1 establishes” that there is a reasonable likelihood that a plan will be confirmed within a
2 reasonable time and the grounds for cause have a reasonable justification and can be cured
3 within a reasonable time. See 11 U.S.C. § 1112(b)(2). “[C]ircumstances inherently present in
4 bankruptcy...are not ‘unusual’ for purposes of Section 1112(b)(2).” Baroni, 36 F.4th at 969.
5 The circumstances “must be something beyond the inherent financial pressures and adversarial
6 differences involved in a bankruptcy case to establish that the purposes of Chapter 11 or the
7 creditors' interests are better served by continuing under that chapter.” Id.

8 The court finds no unusual circumstances in this case showing that conversion or
9 dismissal of this case is not in the best interest of the creditors and the estate, nor does the Debtor
10 offer any plan to cure, nor justification, to overcome the grounds for cause established by L&Z.

11 **B. Creditors’ and Estate’s Best Interests**

12 If the moving party establishes cause, the court must apply a balancing test to determine
13 if converting or dismissing the claim would be beneficial to the creditors and the estate. See
14 Baroni, 36 F.4th at 965; In re AVI, Inc., 389 B.R. at 729. When reaching that determination, the
15 court must consider the interests of all creditors. See Baroni, 36 F.4th at 968; Shulkin Hutton,
16 Inc., P.S. v. Treiger (In re Owens), 552 F.3d 958, 961 (9th Cir. 2009).

17 In this case, conversion to Chapter 7 is the most beneficial to creditors and the
18 bankruptcy estate. If the case is converted, the appointed Chapter 7 trustee can administer the
19 Malpractice Claim as an asset of the estate.⁶ Any proceeds a Chapter 7 trustee might recover
20 from litigating or settling the Malpractice Claim may provide a source of repayment to unsecured
21 creditors, where no payments have been provided through the confirmed Plan. Furthermore, the
22 appointment of a bankruptcy trustee would not significantly drain estate assets since the
23 Malpractice Claim is the only asset remaining to administer. See Baroni, 36 F.4th at 970
24 (appointing a trustee in converting a case from Chapter 11 to Chapter 7 would not substantially
25 detract from the estate and that creditors would not receive less in Chapter 7 than in Chapter 11).
26 Moreover, neither the UST nor any creditors or other parties in interest have objected to

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28 ⁶ For reasons discussed below, the court concludes that the alleged Malpractice Claim is
an asset of the Chapter 11 estate.

1 conversion to Chapter 7 as an alternative to allowing the revested Debtor to remain in control.
2 See Baroni, 36 F.4th at 970.

3 By contrast, dismissal of the Chapter 11 case offers even less opportunity for payment to
4 creditors who have received nothing under the confirmed Plan. While dismissal might offer
5 closure to the creditors, it would merely ensure that they will never be paid on their claims.
6 Conversion to Chapter 7 rather than dismissal is in the best interests of creditors and the
7 bankruptcy estate.

8 **C. Form of Relief**

9 Factors to consider in deciding whether to grant conversion or dismissal include, but are
10 not limited to (1) whether some creditors received preferential payments, and whether equality of
11 distribution would be better served by conversion rather than dismissal; (2) whether there would
12 be a loss of rights granted in the case if it were dismissed rather than converted; (3) whether the
13 debtor would simply file a further case upon dismissal; (4) the ability of the trustee in a chapter 7
14 case to reach assets for the benefit of creditors; (5) in assessing the interest of the estate, whether
15 conversion or dismissal of the estate would maximize the estate's value as an economic
16 enterprise; (6) whether any remaining issues would be better resolved outside the bankruptcy
17 forum; (7) whether the estate consists of a "single asset"; (8) whether the debtor had engaged in
18 misconduct and whether creditors are in need of a chapter 7 case to protect their interests; (9)
19 whether a plan has been confirmed and whether any property remains in the estate to be
20 administered; and (10) whether the appointment of a trustee is desirable to supervise the estate
21 and address possible environmental and safety concerns. See Rand v. Porsche Fin. Servs. (In re
22 Rand), 2010 WL 6259960, at *10 n.14 (B.A.P. 9th Cir. Dec. 7, 2010), citing 7 Collier on
23 BANKRUPTCY ¶ 1112.04[7] (Alan N. Resnick & Henry J. Sommer, eds., 16th ed., 2010).⁷ The
24 court will address each of these factors in turn.

25 **i. Whether Some Creditors Receive Preferential Payments, and Whether** 26 **Equality of Distribution Would Be Better Served by Conversion Rather** 27 **Than Dismissal**

28 ⁷ See also First Foundation Bank v. Pourteymour (In re Pourteymour), 2023 WL 2929323, at *4 n.3 (B.A.P. 9th Cir. Apr. 12, 2023).

1 Based on the record, no creditors have received preferential payments, and there are no
2 preference claims that are avoidable and recoverable. However, equality of distribution would
3 likely be served by conversion. The Malpractice Claim, if any, apparently is the only asset left to
4 be liquidated. If the case is converted to Chapter 7, a new deadline will be established for
5 creditors to file proofs of claim with the possibility of a payment from any litigation or
6 settlement stemming from the Malpractice Claim. See FED.R.BANKR. P. 1019(b)(1)(B). On the
7 other hand, dismissal of the case would ensure no additional payments to creditors from the
8 Malpractice Claim as the Debtor's obligations arguably would have been discharged by
9 confirmation of the Plan.⁸ Because conversion would create potential payments for creditors
10 from the Malpractice Claim, this factor weighs in favor of conversion.⁹

11 _____
12 ⁸ Section 1141 generally addresses the effect of Chapter 11 plan confirmation while
13 subsection 1141(d) specifically addresses the discharge granted generally through Chapter 11.
14 For Chapter 11 proceedings brought under Subchapter V, Section 1181 directs that certain
15 provisions of the Bankruptcy Code do not apply. Under Section 1181(a), the Chapter 11
16 confirmation language found in Section 1141(d)(5) does not apply in Subchapter V proceedings,
17 while the language found in Sections 1141(d)(1, 2, 3, 4, and 6) does apply in Subchapter V
18 proceedings. Section 1141(d)(1)(A) specifies that "Except as otherwise provided in this
19 subsection, in the plan, or in the order confirming the plan, the confirmation of a
20 plan...discharges the debtor from any debt that arose before the date of confirmation..." Section
21 1192 also applies to discharges granted through confirmation of Subchapter V plans, but
22 distinguishes between Subchapter V plans confirmed without creditor objection under Section
1191(a), and those confirmed over creditor objections under Section 1191(b). In the latter
instance, i.e., where confirmation objections are raised, the Chapter 11 discharge is entered as
soon as practicable upon completion of plan payments. In the former instance, i.e., where no
confirmation objections are filed, completion of plan payments is not required. In the current
Subchapter V proceeding, the Plan was confirmed without objections under Section 1191(a).
Under these circumstances, it appears that the Debtor obtained a discharge of its prepetition
debts when the Confirmation Order was entered on March 7, 2023.

23 ⁹ Under Section 1193(b), a Subchapter V plan confirmed under Section 1191(a) cannot be
24 modified after substantial consummation. In this instance, the Lease was rejected due to the
25 failure to make the Cure Payment by the Cure Deadline and the Landlord was entitled to
26 immediate possession of the Property. As previously mentioned at 9, supra, L&Z maintains that
27 the Debtor is unable to effectuate substantial consummation of the Plan under Section
28 1112(b)(4)(M). Arguably, the Plan was substantially consummated just not in the manner
preferred by the Debtor. Under these circumstances, it is not clear whether Section 1193(b)
would have prevented the Debtor from seeking modification of the confirmed Subchapter V
plan. Instead of doing so, however, the Debtor commenced the State Court Action nearly two
years after it missed the Cure Deadline.

1 **ii. Whether There Would Be a Loss of Rights Granted in the Case If It**
2 **Were Dismissed Rather Than Converted**

3 Although the Debtor listed 23 secured and unsecured claims in its Schedules “D” and
4 “E/F,” proofs of claim were timely filed by only 14 creditors. See note 2, supra. If this Chapter
5 11 proceeding is dismissed, creditors who might file a proof of claim under a new claim deadline
6 established after a conversion would not be able to do so. If this Chapter 11 proceeding is
7 converted to Chapter 7, the opportunity to file a proof of claim might permit receipt of a
8 distribution from a Chapter 7 trustee’s administration of the Malpractice Claim. This favors
9 conversion over dismissal.

10 **iii. Whether the Debtor Would Simply File a Further Case Upon**
11 **Dismissal**

12 The Debtor no longer has the Lease to the Property that it was using to operate the
13 business. Since there is no business to operate, it is unlikely that the Debtor will file another
14 Chapter 11 case. Since there is a low likelihood of another case upon dismissal, this factor is
15 neutral.

16 **iv. The Ability of the Trustee in a Chapter 7 Case to Reach Assets for the**
17 **Benefit of the Creditors**

18 If this case were converted to Chapter 7, the appointed trustee could reach the
19 Malpractice Claim and could administer that asset to the creditors. Since the conversion might
20 generate an additional asset in reach of the trustee, this factor weighs in favor of conversion.

21 **v. In Assessing the Interest of the Estate, Whether Conversion or**
22 **Dismissal of the Estate Would Maximize the Estate’s Value as an**
23 **Economic Enterprise**

24 As noted previously, the estate cannot operate as an economic enterprise because it no
25 longer has access to the Property it was using to generate income. However, conversion would
26 create potential payments for creditors based on the outcome or settlement of the Malpractice
27 Claim while dismissal would produce no additional funds. Since conversion has at least the
28 potential to generate additional funds to pay creditors, this factor weighs in favor of conversion.

vi. Whether Any Remaining Issues Would Be Better Resolved Outside
 the Bankruptcy Forum

1 The pending Malpractice Claim would likely be more efficiently resolved by dismissal.
2 The State Court Action was removed to bankruptcy court in light of the re-opened Chapter 11
3 proceeding. If the Chapter 11 case is dismissed, the litigation likely would be pursued, if at all,
4 in State Court but with no payments on creditor claims. If the case is converted, a Chapter 7
5 trustee can independently determine whether the Malpractice Claim, if any, should be pursued or
6 settled. Any settlement by a Chapter 7 trustee would be subject to bankruptcy court approval
7 under Bankruptcy Rules 9019. While prosecution of the Malpractice Claim in the State Court
8 arguably would be more efficient, without more it offers little or no benefit to creditors of the
9 bankruptcy estate. This factor appears to be neutral.

10 **vii. Whether the Estate Consists of a “Single Asset”**

11 This factor is implicated in cases where there is a single real estate asset and a plan that
12 provided veto power of that plan to a claimant if that claimant would not have its claim paid in
13 full by the proposed plan. See, e.g., Lumber Exc. Bldg. Ltd. P’ship. v. Mutual Life Ins. Co. of
14 New York (In re Lumber Exc. Bldg. Ltd. P’ship), 968 F.2d 647, 650 (8th Cir. 1992); Matter of
15 Woodbrook Assocs., 19 F.3d 312, 321 (7th Cir. 1994). Because the estate no longer consists of a
16 single real estate asset and the plan does not provide such veto power, this factor is not
17 implicated in this case.

18 **viii. Whether the Debtor Had Engaged in Misconduct and Whether**
19 **Creditors Are in Need of a Chapter 7 Case to Protect Their Interests**

20 While the Debtor failed to make the required Cure Payment by the Cure Deadline, the
21 court is hesitant to characterize that failure as misconduct without additional evidence.
22 Nevertheless, as discussed above, the creditors are in need of a Chapter 7 case because
23 liquidating the Malpractice Claim gives them a chance to recover some funds and thereby protect
24 their interests. Therefore, this factor weighs in favor of conversion.

25 **ix. Whether a Plan Has Been Confirmed and Whether Any Property**
26 **Remains in the Estate to Be Administered**

27 This court confirmed the original plan, and as previously discussed, the estate still
28 includes the Malpractice Claim. Because the estate still has that asset to be administered, this
factor weighs in favor of conversion.

1 **x. Whether the Appointment of a Trustee Is Desirable to Supervise the**
2 **Estate and Address Possible Environmental and Safety Concerns**

3 The appointment of a trustee allows the Malpractice Claim to provide some repayment to
4 creditors. Moreover, a neutral bankruptcy trustee can independently evaluate the merits of
5 Malpractice Claim taking into account the information obtained from both Fleming as the sole
6 member and responsible person of the Debtor as well as the members of L&Z, in addition to the
7 documentary evidence available. Based on the record, there is no concern over environmental
8 and safety concerns. Since the Trustee could provide value to creditors upon administration of
9 the Malpractice Claim, this factor weighs in favor of conversion.

10 **xi.** Based on the foregoing, the majority of the relevant factors weigh in favor
11 of conversion. Under these circumstances, the court concludes that conversion is the appropriate
12 form of relief because it will best support the interests of the creditors and the estate by providing
13 creditors with the potential for some repayment.

14 **III. Property of the Chapter 7 Estate.**

15 When a bankruptcy case commences, an estate is created. See 11 U.S.C. § 541(a). The
16 estate includes “all legal or equitable interests of the debtor in property as of the commencement
17 of the case.” 11 U.S.C. §541(a)(1) (emphasis added). The bankruptcy estate also includes “any
18 interest in property that the estate acquires after the commencement of the case.” 11 U.S.C.
19 §541(a)(7) (emphasis added). “[F]or the after-acquired interest to be considered property of the
20 estate under § 541(a)(7), the interest (1) must be created with or by property of the estate; (2)
21 acquired in the estate's normal course of business; or (3) otherwise be traceable to or arise out of
22 any prepetition interest included in the bankruptcy estate.” MacKenzie v. Neidorf (In re
23 Neidorf), 534 B.R. 369, 371-72 (B.A.P. 9th Cir. 2015). The party that wants to include the
24 property in the estate bears the burden of showing that the asset is property of the estate. Id. at
25 372; see also Krohn v. Glaser (In re Glaser), 816 Fed. Appx. 103, 104-05 (9th Cir. 2020).

26 Legal claims may be included in the bankruptcy estate based on when they accrue.
27 “Whether a cause of action has accrued turns on state law,” and for Nevada, legal malpractice
28 claims accrue when damages are incurred. See Glaser, 816 Fed. Appx. at 104, citing Hewitt v.

1 Allen, 118 Nev. 216, 43 P.3d 345, 347-48 (Nev. 2002) (en banc).¹⁰ The Ninth Circuit has held
2 that a legal malpractice claim arising after a Chapter 7 case is commenced is not part of the
3 Chapter 7 estate. Id. On the other hand, the Ninth Circuit has held that legal claims are property
4 of the estate if the claims arise during the post-petition management of the Chapter 11 estate.
5 See East Coast Foods, Inc. v. Dev. Specialists, Inc. (In re East Coast Foods, Inc.), 2025 WL
6 1419901, at *1 (9th Cir. May 16, 2025). See also In re Consolidated Pioneer Mortgage, 248 B.R.
7 at 382 & n.12 (“case law would suggest that such claims against professionals for their conduct
8 during the case, in which the recovered funds would be part of the assets for distribution to the
9 investors, would be property of the chapter 7 estate”).

10 Debtor argues that the Malpractice Claim is a post-petition asset that is not part of the
11 property of the estate. See Conversion Opposition at 8:19-11:28. It asserts that the Malpractice
12 Claim did not accrue until the Plan failed in April 2023, which is well after the Chapter 11 case
13 commenced in October 2022. In doing so, Debtor relies on Neidorf and Glaser, both of which
14 concluded that certain legal malpractice claims that accrued post-petition in Chapter 7 cases were
15 not part of the Chapter bankruptcy estate. See Neidorf, 534 B.R. at 372; Glaser, 816 Fed. Appx.
16 at 104. Debtor maintains that these cases require the court to find that the alleged Malpractice
17 Claim in the current case also is a post-petition asset and therefore not part of the estate.

18
19
20 ¹⁰ Under Nevada law, a legal malpractice claim must be commenced within four years
21 after the plaintiff sustains damages. See NEV.REV.STAT. 11.207(1). The Plan was confirmed
22 without objection under Section 1191(a), and the Debtor clearly defaulted on the Plan terms by
23 failing to make the Cure Payment by the Cure Deadline. Damages would have occurred at that
24 time, and the Malpractice Claim therefore accrued. See generally Allyn v. McDonald, 910 P.2d
25 263, 266 (Nev. 1996) (“The elements of a claim for legal malpractice are the existence of ‘an
26 attorney-client relationship, a duty owed to the client by the attorney, a breach of that duty, and
27 the breach as proximate cause of the client’s damages.’”). The salient events on which the
28 Malpractice Claim is based took place well after the Plan was confirmed and before the Chapter
11 proceeding was dismissed. See note 4, supra. Because the Plan was not contested nor was
the Confirmation Order appealed, there was no pending litigation that would have prevented
accrual of the alleged Malpractice Claim. Compare Moon v. McDonald, Carano & Wilson
L.L.P., 306 P.3d 406 (Nev. 2013) (tolling of limitations period for legal malpractice claim
inapplicable where attorney’s representation of client in a bankruptcy proceeding did not
constitute litigation). Likewise, it was the Debtor that sought and obtained entry of the Dismissal
Order.

1 While this court is bound by those decisions, the cases are clearly distinguishable from
2 the instant proceeding. Put simply, both Neidorf and Glaser are Chapter 7 cases. Chapter 7
3 cases require a strict cutoff upon the filing of the bankruptcy petition so that there is a clear
4 delineation between assets that existed before the bankruptcy petition and those that were
5 acquired after. The delineation allows the Trustee to fairly and impartially liquidate the pre-
6 petition assets.

7 The instant case was commenced by the Debtor under Chapter 11 which allows for post-
8 petition acquired assets to be included in the estate. See 11 U.S.C. § 541(a)(7). As the Debtor
9 notes, the Malpractice Claim accrued after the Plan was confirmed and during the Chapter 11
10 case. See Conversion Opposition at 1:26-2:8. Reopening the Chapter 11 proceeding and
11 vacating the Dismissal Order did not affect the timing of when the allegedly negligent acts
12 occurred or when the failure to make the Cure Payment resulted in the loss of the Property: all of
13 the relevant acts occurred while the Debtor was in Chapter 11. The damage occurred at that
14 time, and the liquidation of the amount of the resulting damages is all that remains.¹¹

15 Debtor also argues that the plan confirmation revested assets of the bankruptcy estate in
16 the Debtor.¹² Since the Malpractice Claim arose when the Debtor was a debtor in possession,
17 Debtor asserts that the Malpractice Claim revested in the Debtor upon plan confirmation and is
18 no longer property of the estate. The court disagrees.

19 The Ninth Circuit provides a test for how to treat assets of the estate when converting a
20 case from Chapter 11 to Chapter 7 after a plan has been confirmed. See Baroni, 36 F.4th at 972.
21 The court is instructed to ask “whether the [p]lan’s ‘language, purposes, and context’ changed
22

23 ¹¹ Clearly the amount allegedly owed on the Malpractice Claim was never determined
24 before the State Court Action was removed and has never been determined thereafter. At best,
25 an unliquidated claim for damages has been asserted on a legal malpractice claim, if any, that
26 accrued during the Chapter 11 proceeding.

27 ¹² In a Subchapter V case, the provisions governing a standard Chapter 11 proceeding
28 apply unless made inapplicable by Section 1181. Section 1181(a) renders Section 1141(d)(5)
inapplicable, but not the rest of the latter Section. Section 1141(b) provides that “except as
otherwise provided in the plan or the order confirming the plan, the confirmation of a plan vests
all of the property of the estate in the debtor.” In the present case, nothing in the confirmed Plan
or the Confirmation Order alters the vesting language of Section 1141(b).

1 the effect of the general vesting provisions” and perform a “holistic analysis of the plan to
2 determine whether its provision deviate from the default vesting rule.” Id. Notably, the “plan
3 does not need to explicitly state that assets re-vest in a converted Chapter 7 estate for this to
4 happen.” Id. at 971, citing Consolidated Pioneer Mortgage, 264 F.3d at 807. In other words, if a
5 plan were confirmed, the debtor may not receive the assets “free and clear of all claims and
6 interests of creditors” and may actually only hold them subject to the restrictions of the plan. See
7 11 U.S.C. § 1141; Baroni, 36 F.4th at 973.

8 In Baroni, the court held that assets acquired after plan confirmation were part of the
9 Chapter 7 estate upon conversion. 36 F.4th at 973. The plan stated that the assets were vested
10 from the estate to the debtor upon confirmation. Id. That gave Baroni access to the rental
11 property, which was the source of income that would be used to repay creditors. Id. The court
12 interpreted this to mean that the property had not re-vested in Baroni because the property was
13 still subject to the claims of creditors through the plan and that holding otherwise would frustrate
14 the purpose of the plan. Id.

15 Similarly, in the current case, the Plan vested the Property in the Debtor for the purpose
16 of generating income to repay creditors. Debtor does not have the estate assets free and clear,
17 and it is still subject to the Plan even though it failed to make the Cure Payment. The
18 Malpractice Claim accrued during that period when Debtor did not have the assets free for the
19 purpose of the Plan resulting in the alleged Malpractice Claim being property of the estate, not
20 the Debtor.

21 Debtor further argues that under Section 349(b)(3), dismissal should re-vest the property
22 of the estate to the entity in which such property was vested immediately before the
23 commencement of the case. Section 349(b)(3) is not implicated in this case, however, because
24 the Malpractice Claim, as Debtor itself notes, was not a pre-petition asset. Since the asset did not
25 exist before commencement of the case, it is illogical to vest it in Debtor because that result
26 contradicts the language of the statute. While the court is not persuaded by the Debtor’s
27 arguments, the onus still is on L&Z to demonstrate that the Malpractice Claim is part of the
28 estate.

1 L&Z maintains that the court should apply the test in Neidorf rather than simply
2 following the conclusion reached in that case. L&Z relies chiefly on the recent decision in East
3 Coast Foods. Therein, the circuit panel held that claims against the trustee from post-petition
4 management of the Chapter 11 estate arose in the normal course of business under the Neidorf
5 test and therefore were property of the estate. 2025 WL 1419901, at *1. L&Z acknowledges
6 that East Coast Foods is not perfectly analogous, as the claims in that case were against the
7 trustee, while the claim in the current proceeding is against the Debtor's former attorney.
8 Nevertheless, L&Z correctly observes that East Coast Foods is most analogous, as both cases
9 involve legal claims against estate professionals stemming from their post-petition work during
10 non-individual Chapter 11 proceedings. 2025 WL 1419901, at *1. This court is persuaded that
11 the Malpractice Claim, if any, arising from L&Z's services during a Chapter 11 case is property
12 of the Chapter 11 estate.

13 Application of the Neidorf test yields the same result. The common purpose of a Chapter
14 11 bankruptcy is to allow the entity to reorganize and continue to operate as a business. The
15 L&Z Fee Order granted L&Z's request for allowance of its administrative claim for attorney's
16 fees and costs. The Plan allowed the Debtor to pay L&Z's allowed compensation from funds
17 produced by its continued operations. The funds generated post-petition are property of the
18 estate used to pay creditors, including L&Z's approved compensation for its postpetition
19 services. The funds therefore facilitated the work performed by L&Z during the Chapter 11
20 case. In other words, the Malpractice Claim was generated by the property of the estate,
21 satisfying the first prong of the Neidorf test. Moreover, post-petition operation of the same
22 business is in the "normal course of business" so that it can generate assets to repay creditors.
23 The alleged Malpractice Claim arises from L&Z's actions during the Chapter 11 proceeding to
24 reorganize the Debtor's operations. See discussion at note 4, supra. This satisfies the second
25 prong of the Neidorf test.

26 The alleged Malpractice Claim also is property of the estate under Glaser. There, the
27 court recognized that a cause of action for legal malpractice accrues when the damage is
28 sustained. 816 Fed. Appx. at 104. In this instance, the damage occurred when the Debtor failed

1 to make the Cure Payment by the Cure Deadline established under its confirmed Plan, resulting
2 in rejection and termination of the Lease. The damage having occurred, the Malpractice Claim,
3 if any, accrued before the Chapter 11 proceeding was dismissed. All that remains is to liquidate
4 the amount of the damages. See note 11, supra. Property of a Chapter 11 estate includes post-
5 petition property under Section 541(a)(7), and the Malpractice Claim was acquired by the Debtor
6 during the Chapter 11 proceeding.

7 In short, the court concludes that the alleged Malpractice Claim is property of the Chapter
8 11 estate because it was acquired post-petition and in the normal course of business. Under the
9 considerations discussed in East Coast Foods, Neidorf, and Glaser, the court concludes that the
10 Malpractice Claim is included in the Chapter 11 estate under Section 541(a)(7).

11 CONCLUSION

12 As discussed above, the court concludes that L&Z holds an unpaid, court-allowed claim
13 against the estate and therefore has standing to pursue the Conversion Motion. Cause for relief
14 under Sections 1112(b)(4)(A), (M), and (N) have been established primarily based on the
15 Debtor's failure to make the Cure Payment required to retain the essential Property under the
16 Lease.

17 Relief in the form of conversion to Chapter 7, rather than dismissal of the bankruptcy
18 case, is in the best interest of the creditors and the estate because it will allow a bankruptcy
19 trustee to administer the Malpractice Claim for the benefit of creditors — whether through
20 litigation or settlement — which creditors have received no distributions whatsoever under the
21 confirmed Plan.

22 Finally, L&Z has demonstrated that the Malpractice Claim is property of the Chapter 11
23 estate. All of the acts on which the alleged claim depends occurred during the Chapter 11
24 proceeding. All of the damage occurred during the pendency of the Chapter 11 proceeding when
25 the Debtor failed to meet the requirements of its confirmed Plan. Based on the considerations
26 discussed in East Coast Foods, Neidorf and Glaser, the court concludes that the Malpractice
27 Claim, if any, accrued during the Chapter 11 proceeding and is property of the Chapter 11 estate
28 under Section 541(a)(7).

1 **IT IS THEREFORE ORDERED** that the Motion to Convert Chapter 11 Case to
2 Chapter 7, brought by Larson & Zirzow, LLC, Docket No. 167, be, and the same hereby is
3 **GRANTED.**

4 **IT IS FURTHER ORDERED** that the Office of the United States Trustee shall proceed
5 with the assignment of a Chapter 7 trustee.

6
7 Copies sent via CM/ECF ELECTRONIC FILING

8 Copies sent via BNC to:
9 LV FORTUNE, LLC
10 ATTN: OFFICER OR MANAGING AGENT
11 2659 COMMERICAL ST. SE, SUITE 210
12 SALEM, OR 97302

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