PORZIO
BROMBERG & NEWMAN

Rachel A. Parisi
MEMBER, NJ AND NY BARS
DIRECT DIAL NO.: 973-889-4261
DIRECT FAX NO.: 862-250-6059
E-MAIL ADDRESS: RAPARISI@PBNLAW.COM

5 SYLVAN WAY, SUITE 110
POST OFFICE BOX 218
PARSIPPANY, NJ 07054
TELEPHONE: (973) 538-4006
FAX: (973) 538-5146

October 2, 2026

**VIA CM/ECF**
Honorable Michael B. Kaplan
United States Bankruptcy Court
District of New Jersey
402 East State Street, Courtroom #8
Trenton, N.J. 08608

Re: *In re CBRM Realty Inc., et. al.*, Case No. 25-15343 (MBK);
*In re Moshe Silber,* Case No.: 25-21650 (MBK)
Re: CBRM's Letter Requesting Status Conference

Dear Judge Kaplan:

As the Court is aware, this firm represents the Debtor, Moshe Silber, in connection with the above-referenced cases. We write in response to the September 24, 2026 letter filed by the Trustee of the Creditor Recovery Trust for CBRM Realty Inc. and Crown Capital Holdings, LLC ("CBRM"), requesting a status conference concerning purportedly overlapping claims of the two estates and the mediation presently proceeding in the chapter 7 case (the "CBRM Letter").

The CBRM Letter specifically requests that this Court provide guidance for procedures related to:

1. The CBRM Trustee's participation in the stipulated and consensual mediation among Karen Bezner, as Chapter 7 Trustee, Mr. Silber, and Miriam Mizrachi; and

2. The alleged "competing positions" concerning the June 9 Stipulation and Consent Order entered in Adversary Proceeding No. 26-01178 [ECF No. 35] and the August 21 Stipulated Order resolving a number of pending matters among the Chapter 7 Trustee, Mr. Silber, and Ms. Mizrachi [ECF No. 192] (collectively, the "Orders").

On point 1, the present mediation followed months of contentious litigation, negotiation, and coordination before the parties were able to reach a consensual mediation agreement and arrive at the current procedural posture. There is considerable work to do at the mediation (and otherwise) between the Chapter 7 Trustee, Mr. Silber, and Ms. Mizrachi -- the parties who negotiated and agreed to the mediation framework. Your Honor has recognized that the Court cannot force parties to mediate unless they are ready to do so. *See* May 13 Tr. at 30:23-25; 31:5-7.[1] If there is to be any success in our joint endeavor, it will not happen with the

[1] The Court: "But, in all candor, I'm not going to advocate for [mediation] unless everybody is comfortable and on board in doing that … But as with every situation where I mediate cases that are before me, I want consent."

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complicating presence of the CBRM Trustee. Neither Mr. Silber nor Ms. Mizrachi consents to adding the CBRM Trustee to our stipulated (and Court ordered) mediation process.[2]

On point 2, there is no pending dispute concerning the interpretation or effect of the Court's prior Orders. CBRM's asserted interest in the Vecta proceeds is not new. In June, CBRM advised the Court that it had prepared a motion to intervene and an interpleader complaint, filed a limited objection to the proposed June 9 Consent Order, and submitted its own competing order seeking, among other things, to be added as a notice party. The Court nevertheless entered the June 9, 2026 Stipulation and Consent Order without CBRM's proposed provisions, and CBRM did not appeal. [Adv. Pro. No. 26-01178, ECF No. 35]. The CBRM Letter likewise places no motion before the Court. Accordingly, there is no present controversy requiring the Court to determine the effect of its prior Orders or of a hypothetical future mediation resolution. If an actual dispute later arises requiring CBRM's participation or an adjudication of its asserted rights, that issue can be addressed through appropriate motion practice on a developed record and with notice to all affected parties.

The only present source of overlap and duplication is the CBRM Trustee's own conduct. Rather than coordinate with the Chapter 7 Trustee, the CBRM Trustee has issued dozens of recent third-party subpoenas of which the Debtor has received notice, many seeking information relating primarily to the assets of Mr. Silber and his wife, Ms. Mizrachi. By independently pursuing the same subject matter as the Chapter 7 Trustee, the CBRM Trustee is creating the very duplication it now invokes as a basis for Court intervention. The Debtor therefore does not oppose the Court's imposition of appropriate procedures upon the CBRM Trustee to avoid further unnecessary expense to both estates and affected third parties.

We thank the Court for its attention to this matter and remain available at the Court's convenience should Your Honor have any questions.

Respectfully submitted,

Rachel A. Parisi

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cc: Daniel M. Stolz, Esq. (daniel.stolz@stevenslee.com)
Paul Hollander, Esq. (phollander@okinhollander.com)
Rosanne A. Singer, Esq. (rsinger@okinhollander.com)
Karen Bezner, Esq. (kbez@bellatlantic.net)
Jaclynn N. McDonnell, Esq. (Jaclynn.McDonnell@stevenslee.com)
Jeffrey M. Sponder, Esq. (jeffrey.m.sponder@usdoj.gov)
Richard J. Corbi, Esq. (rcorbi@corbilaw.com)

[2] Of course, if mediation progress is made with the Chapter 7 Trustee, it may at that point make sense to invite the CBRM Trustee, with the consent and cooperation of all parties.