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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:	§	**CHAPTER 11**
CHC GROUP LTD., *ET. AL*,	§	
	§	**CASE NO. 16-31854-BJH-11**
DEBTORS.	§	**JOINTLY ADMINISTERED**
	§	
SPAREBANK 1 SR-FINANS AS & SPAREBANKEN FINANS NORD-NORGE AS,	§	
PLAINTIFFS,	§	
	§	**ADV. PRO. NO. 16-03121-BJH**
V.	§	
	§	
DEBTOR HELI-ONE LEASING (NORWAY) AS, CHC HELICOPTER S.A. AND IRONSHORE SPECIALTY INSURANCE COMPANY,	§	
DEFENDANTS.	§	

SPAREBANK 1 SR-FINANS AS'S AND SPAREBANKEN FINANS NORD-NORGE AS'S RESPONSE AND BRIEF OPPOSING (I) IRONSHORE SPECIALTY INSURANCE COMPANY'S MOTION TO ABSTAIN AND (II) HELI-ONE LEASING (NORWAY) AS AND CHC HELICOPTER S.A.'S LIMITED JOINDER TO IRONSHORE SPECIALTY INSURANCE COMPANY'S MOTION TO DISMISS ADVERSARY COMPLAINT AND MOTION TO ABSTAIN



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TO THE HONORABLE BARBARA J. HOUSER, UNITED STATES BANKRUPTCY JUDGE:

COME NOW Sparebank 1 SR-Finans AS ("Sparebank 1") and Sparebanken Finans Nord-Norge AS ("Sparebanken N-N," and together with Sparebank 1, "Sparebank" or the "Plaintiffs") and file their *Response and Brief Opposing (I) Ironshore Specialty Insurance Company's Motion to Abstain and (II) Heli-One Leasing (Norway) AS and CHC Helicopter S.A.'s Limited Joinder to Ironshore Specialty Insurance Company's Motion to Dismiss Adversary Complaint and Motion to Abstain* (the "Opposition"), and in support thereof, Sparebank respectfully states as follows:

I. PRELIMINARY STATEMENT

1. By the *Complaint* [Docket No. 1] (the "Complaint")[1], the plaintiffs merely seek to enforce their rights arising under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") by exposing the significant involvement of two of the above-captioned debtors in the RVI Policies and the Leases. This determination affects the plaintiffs' rights in the debtors' bankruptcy cases, the debtors' property rights in their bankruptcy cases, and the obligations of a contract counterparty who has used the bankruptcy cases as an excuse to shirk contractual duties. Without a speedy resolution to the issues presented in the Complaint, these bankruptcy cases cannot proceed down a path to confirmation of a chapter 11 plan. Nonetheless, the non-debtor defendant moved for this Court to abstain in favor of an arbitration process on another continent that has yet to begin and has no end in sight. In so doing, the non-debtor defendant ignores the terms of and goals underlying the Bankruptcy Code. Accordingly, the motion to abstain should be denied in its entirety.

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Complaint.

II. FACTUAL AND PROCEDURAL BACKGROUND

2. On May 5, 2016, Heli-One Leasing (Norway) AS ("Heli-One") and CHC Helicopter S.A. ("CHC," and together with Heli-One, the "Debtor Defendants") and several of their affiliates (collectively, with the Debtor Defendants, the "Debtors"), filed voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. On August 17, 2016, Sparebank filed the Complaint in this Court initiating this adversary proceeding and seeking a judgment against the Debtor Defendants and Ironshore Specialty Insurance Company ("Ironshore," and together with the Debtor Defendants, the "Defendants," and collectively, with Sparebank and the Debtor Defendants, the "Parties") and (i) a declaration that Ironshore may not take any action to modify, cancel, or otherwise terminate the RVI Policies in any way based upon the Debtors' commencement of their chapter 11 cases; (ii) a declaration that the Leases and the RVI Policies are interests of the Debtors in their bankruptcy cases; and (iii) a grant of any other relief, whether legal or equitable, to which Sparebank may be entitled.[2]

4. On September 15, 2016, Ironshore filed *Ironshore Specialty Insurance Company's Motion to Abstain* and a brief in support thereof [Docket Nos. 10 and 11] (collectively, the "Motion to Abstain").[3]

5. On September 26, 2016, the Debtor Defendants filed *Heli-One Leasing (Norway) AS and CHC Helicopters S.A.'s Limited Joinder to Ironshore Specialty Insurance Company's*

[2] Compl. ¶ 44.

[3] On September 15, 2016, Ironshore also filed *Ironshore Special Insurance Company's Motion to Dismiss Adversary Complaint* and a brief in support thereof [Docket Nos. 8 and 9] (collectively, the "Motion to Dismiss"). Contemporaneously with the filing of the Opposition, the Plaintiffs have submitted a separate response and

Motion to Dismiss Adversary Complaint and Motion to Abstain [Docket No. 12].

6. The relevant facts, as set forth in the Complaint, are not in dispute and are fully incorporated herein by reference.[4]

III. ARGUMENTS AND AUTHORITIES

7. By the Motion to Abstain, Ironshore ignores (i) the fundamental role of the Debtor Defendants in the RVI Policies and thus mischaracterizes the dispute as a non-core proceeding; (ii) argues for mandatory abstention which is not an option for a core proceeding and nonetheless does not apply; and (iii) in the alternative, asks the Court to exercise permissive discretion to abstain when so doing would disrupt this Court's control over the administration of the Debtors' estates and divert the bankruptcy cases down a path to nowhere.

A. The Adversary Proceeding is a Core Matter.

8. Ironshore dismisses the adversary proceeding as one involving "claims between third parties"[5] and in doing so, mischaracterizes the nature of the dispute and the role of the Debtor Defendants. Sparebank and the Debtor Defendants have an entwined relationship with respect to the transactions documented as the RVI Policies, so much so that their separate identities are disregarded by certain provisions. For example, pursuant to Clause 4.6 of each RVI Policy, Ironshore deems actions taken by the applicable Debtor Defendant in connection with Sparebank's obligations under the applicable RVI Policy to be actions taken by Sparebank.[6] Similarly, Clause 4.1 of the RVI Policies dictates to whom Sparebank may disclose certain information relating to Ironshore.[7] That section limits disclosures to Sparebank, a formal

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objection to the Motion to Dismiss. Accordingly, the Opposition does not address the Motion to Dismiss.

[4] *See* Mot. Dismiss [Docket No. 9] ¶ 1.

[5] Mot. Abstain [Docket No. 11] ¶ 20.

[6] Compl., Exs. B2, B3, p. 12.

[7] Compl., Exs. B2, B3, p. 11.

contract counterparty, and the Debtors.[8] Hence, despite Ironshore's description to the contrary in the Motion to Abstain, this is hardly a dispute solely between "third parties." The Debtor Defendants are crucial parties to whom the RVI Policies provide rights and distribute obligations, and "common sense"[9] dictates that the adversary proceeding cannot be decided without their participation and representation.

1. Legal Standard.

9. If a proceeding involves a right created by federal bankruptcy law, would arise only in bankruptcy, or invokes a substantive right created by federal bankruptcy law, then the proceeding is a core proceeding.[10] In contrast, a non-core proceeding is one that is "otherwise related" to the bankruptcy case or "related only peripherally to an adjudication of bankruptcy."[11] "A determination that a proceeding is not a core proceeding shall not be made solely on the basis that the resolution may be affected by State law."[12]

2. The Adversary Proceeding Involves Rights Created by Federal Bankruptcy Law, Would Arise Only in Bankruptcy, and Invokes Substantive Rights Created by Federal Bankruptcy Law.

10. By the adversary proceeding, Sparebank uses section 365(e)(1) of the Bankruptcy Code to protect its rights as a creditor in the Debtor Defendants' bankruptcy cases. The rights afforded to Sparebank pursuant to Bankruptcy Code section 365(e)(1) are created by and exist only in federal bankruptcy law and arise only in bankruptcy. Ironshore, on the other hand, attempts to use the Debtor Defendants' bankruptcy cases as an opportunity to shirk contractual

[8] Compl., Exs. B2, B3, p. 11.

[9] In its brief, Ironshore advocates for a "common-sense approach." Mot. Abstain [Docket No. 11] ¶ 20. Sparebank agrees. A common-sense approach to the resolution of the adversary proceeding requires the participation of all parties to the dispute: Ironshore, Sparebank, and the Debtor Defendants. As such, this Court serves as the best forum for the adversary proceeding.

[10] *Wood v. Wood* (*In re Wood*), 825 F.2d 90, 97 (5th Cir. 1987).

[11] *Id.* at 96.

duties, to exclude the Debtor Defendants from a contract in which they have a tangible interest, and to leave the Debtor Defendants to satisfy Ironshore's bill from their Bankruptcy Code section 541 estates. The rights afforded to the Debtor Defendants pursuant to Bankruptcy Code section 541 are created by and exist only in federal bankruptcy law and arise only in bankruptcy. Accordingly, the adversary proceeding is clearly a core proceeding.[13]

B. Mandatory Abstention is Inappropriate in This Case.

1. Legal Standard.

11. Courts generally examine the following factors, which mirror the language of the statute, in determining whether mandatory abstention under 28 U.S.C. § 1334(c)(2) is appropriate: (i) a party to the proceeding files a timely motion to abstain; (ii) the proceeding is based upon a state law claim or state law cause of action; (iii) the proceeding is a related (non-core) proceeding; (iv) absent section 1334(b), the cause of action (one "related" to the bankruptcy case) could not have commenced in a federal court; and (v) the proceeding is commenced and can be timely adjudicated in a state forum.[14] In addition to the above factors, courts have turned to other criteria to determine if mandatory abstention is appropriate, and, relevant here, courts have asked whether a state court proceeding would prolong the administration or liquidation of the estate.[15]

2. Application of the Legal Standard Shows Mandatory Abstention is Inappropriate.

12. First, mandatory abstention only applies with respect to non-core matters. As the

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[12] *Id.*

[13] In its brief, Ironshore notes that "if insurance proceeds were paid under the RVI Policy by Ironshore to Sparebank, it is undisputed that the Debtors would have no rights to the proceeds." Mot. Abstain [Docket No. 11] ¶ 21. Sparebank agrees, as the insurance proceeds are property solely of Sparebank. This concept is discussed in greater detail in Sparebank's response to the Motion to Dismiss.

[14] 1 COLLIER ON BANKRUPTCY ¶ 3.05[2] (Alan N. Resnick & Henry J. Sommers eds., 16th ed.).

[15] 1 COLLIER ON BANKRUPTCY ¶ 3.05[2] (Alan N. Resnick & Henry J. Sommers eds., 16th ed.).

adversary proceeding is a core matter, mandatory abstention is not an option. Nonetheless, application of the above-mentioned factors to the adversary proceeding shows that mandatory abstention is not appropriate. The first factor—a party to a proceeding files a timely motion to abstain—is the only one of the above-mentioned factors that Ironshore satisfies. First, as set forth in greater detail above, the proceeding is not based upon a state law claim or state law cause of action but instead on the Declaratory Judgment Act and Bankruptcy Code sections 365(e)(1) and 541. Second, as set forth in greater detail above, the adversary proceeding is a core proceeding invoking the fundamental protections owed to creditors under bankruptcy law and to debtors in the process of reorganizing under the Bankruptcy Code. Third, for reasons unrelated to section 1334(b), the causes of action in the Complaint could be brought before a federal court. For example, federal question jurisdiction exists as the Complaint invokes federal bankruptcy laws to seek relief under a federal statute, the Declaratory Judgment Act. Fourth, this proceeding cannot be timely adjudicated in a state forum, as no such proceeding has even commenced. In the Motion to Abstain, Ironshore advocates for an admittedly yet-to-begin arbitration process in a different continent, which, inevitably, would be followed by a lengthy court tenure. Consequently, such a process would significantly prolong the administration of the Debtors' estates. Accordingly, mandatory abstention is clearly inappropriate.

C. Permissive Abstention is Inappropriate in This Case.

1. Addressing and Dismissing Ironshore's Miscellaneous Discussions in the Motion to Abstain.

13. In the Motion to Abstain, Ironshore uses the section on permissive abstention to repeat arguments set forth in the Motion to Dismiss that prove irrelevant to the permissive abstention determination.

14. First, Ironshore focuses on the portion of the Complaint by which Sparebank asks the Court to find that the RVI Policies are interests of the Debtors in their bankruptcy cases. Ironshore emphasizes case law distinguishing between ownership of insurance policies (as is the issue in the Complaint) and ownership of the insurance proceeds.[16] The issue of ownership of these proceeds, however, is not an issue at all because the case law establishes that Sparebank owns the liability proceeds. In *Louisiana World Exposition, Inc. v. Federal Insurance Company*, a statutory committee argued that certain liability insurance proceeds were property of the debtor's estate.[17] The underlying insurance policies provided coverage for the debtor's directors and officers for liabilities and related legal expenses that they personally might incur in connection with their positions as directors and officers.[18] The Fifth Circuit explored existing case law regarding insurance policies and the distinction between policy ownership and proceeds ownership and concluded that the case law favored the view that "the directors and officers to whom the liability proceeds are payable . . . have the property interest in such proceeds . . . ."[19] Consequently, the Fifth Circuit held that the debtor had no ownership interest in the proceeds from the liability coverage because the obligation of the insurance companies in connection with the proceeds was to the directors and officers, the insureds.[20] Like the directors and officers in the *LWI* case, Sparebank is the party to whom the liability proceeds are payable under the RVI Policies. Therefore, like the directors and officers in the *LWI* case, Sparebank holds the property interest in the liability proceeds.

[16] Mot. Abstain [Docket No. 11] ¶¶ 31-33.

[17] 832 F.2d 1391, 1394 (5th Cir. 1987) [hereinafter the *LWI* case].

[18] *Id.* at 1393.

[19] *Id.* at 1400.

[20] *Id.* at 1399.

15. Second, Ironshore discusses case law on letters of credit in an effort to show that the Debtor Defendants' indemnification obligations under the Leases do not cause the adversary proceeding to affect the administration of the Debtors' bankruptcy cases for the purposes of determining whether this Court should abstain.[21] It is unclear how a discussion of case law confirming the established principle[22] that a letter of credit obtained prepetition by a debtor in favor of its insurance company is not property of the debtor's estate is relevant to the discussion here on permissive abstention. Whether the Debtor Defendants' have a property interest in the RVI Policies is imperative to the administration of their bankruptcy cases and the rights that flow therefrom. By confirming the Debtor Defendants' property interest in the RVI Policies, this Court will be able to invalidate an *ipso facto* clause in the RVI Policies that, if enforced, would trigger the Debtor Defendants' indemnification obligations to Sparebank pursuant to the Leases. Accordingly, a declaration of the Debtor Defendants' property interest in the RVI Policies undoubtedly affects the administration of the Debtors' bankruptcy cases.

16. Third, Ironshore proceeds to a discussion regarding the decision in *In re Schwinn Bicycle Co.*[23] and mischaracterizes the bankruptcy court's holding in an effort to explain away the real implications of the Debtor Defendants' indemnification obligations under the Leases on the administration of the bankruptcy cases.[24] The bankruptcy court did not, as alleged by Ironshore, determine that a potential indemnification obligation that may arise following a dispute between two non-debtor parties was not even sufficient to give the bankruptcy court subject matter jurisdiction.[25] The bankruptcy court did not directly make a ruling on

[21] Mot. Abstain [Docket No. 11] ¶ 34.

[22] *See* 3 COLLIER ON BANKRUPTCY ¶ 362.03[b] (Alan N. Resnick & Henry J. Sommers eds., 16th ed.).

[23] 210 B.R. 747 (N.D. Ill. 1997) [hereinafter the *Schwinn* case].

[24] Mot. Abstain [Docket No. 11] ¶¶ 35-36.

[25] Mot. Abstain [Docket No. 11] ¶ 35.

jurisdiction.[26] In the *Schwinn* case, the non-debtor plaintiffs argued that "related to" jurisdiction existed because the reorganized debtors may be liable, based on "some [unclear] theory" for the non-debtor plaintiffs' fees, costs, and expenses incurred in defending the parallel state-court action.[27] In contrast, the Debtor Defendants' indemnification obligations are not tenuous but derive directly from a specific and precise provision in each of the Leases, Section 18, and will undoubtedly affect the administration of the Debtor Defendants' estates.

2. Legal Standard.

17. Application of the factors governing the permissive abstention doctrine shows that such is not appropriate here. Permissive abstention is governed by 28 U.S.C. § 1334(c)(1), which provides that "nothing in this section prevents a district court in the interest of justice, or in the interest of comity with State courts or respect for State law, from abstaining from hearing a particular proceeding arising under title 11 or arising in or related to a case under title 11."[28] Many courts have found that abstention should be the exception, not the rule, and accordingly, abstention should be exercised only in a narrow sphere of cases.[29] Courts focus the analysis on whether permissive abstention is appropriate by asking if abstention will impede or disrupt the bankruptcy court's exclusive and nondelegable control of the administration of the estate.[30] To guide the analysis, courts look to twelve factors:

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[26] 210 B.R. at 763 (making a general and not specific ruling that "whether for the latter reason or on jurisdictional grounds, the Adversary Complaint and the Adversary Proceeding must be dismissed").

[27] *Id.* at 755.

[28] Courts have noted that, by its plain language, 28 U.S.C. § 1334(c)(1) does not apply to allow abstention in favor of foreign, non-state proceedings. *See, e.g.*, *Viking Offshore (USA) Inc. v. Bodewes Winches, B.V.* (*In re Viking Offshore (USA) Inc.*), 405 B.R. 434, 440 (Bankr. S.D. Tex. 2008).

[29] 1 COLLIER ON BANKRUPTCY ¶ 3.05[1] (Alan N. Resnick & Henry J. Sommers eds., 16th ed.); *see, e.g.*, *Thompson v. Magnolia Petroleum Co.* (*In re Chicago, Milwaukee, St. Paul & Pacific R.R. Co.*), 6 F.3d 1184, 1194 (7th Cir. 1993) (explaining that "[a]bstention is but a narrow exception to the exercise of federal jurisdiction").

[30] *Coho Oil & Gas, Inc. v. Finley Res. Inc.* (*In re Coho Energy Oil, Inc.*), 309 B.R. 217, 221 (Bankr. N.D. Tex. 2004) (citation omitted).

(1) the effect, or lack thereof, on the efficient administration of the estate if the court recommends abstention;

(2) the extent to which state law issues predominate over bankruptcy issues;

(3) the difficulty or unsettled nature of the applicable state law;

(4) the presence of a related proceeding commenced in state court or other nonbankruptcy court;

(5) the jurisdictional basis, if any, other than 28 U.S.C. § 1334;

(6) the degree of relatedness or remoteness of the proceeding to the main bankruptcy case;

(7) the substance rather than form of an asserted "core" proceeding;

(8) the feasibility of severing state law claims from core bankruptcy matters to allow judgment to be entered in state court with enforcement left to the bankruptcy court;

(9) the burden on the bankruptcy court's docket;

(10) the likelihood that the commencement of the proceeding in bankruptcy court involves forum shopping by one of the parties;

(11) the existence of a right to a jury trial; and

(12) the presence in the proceeding of non-debtor parties.[31]

3. Application of the Relevant Factors Shows that Permissive Abstention is not Warranted.

18. Application of the twelve factors shows that permissive abstention is not appropriate for the present matter.

19. First, with respect to the effect on the efficient administration of the estates if the court recommends abstention, if this Court rules to abstain, then this matter, which requires the Debtor Defendants' participation, will move to another continent, through an arbitration process that will inevitably make its way to a courtroom. While this process unfolds, however, the

[31] *In re MontCrest Energy, Inc.*, 2014 WL 6982643, at *7 (Bankr. N.D. Tex. Dec. 9, 2014) (citation omitted).

Debtors will have to put their bankruptcy cases on hold. Accordingly, permissive abstention would prove a huge obstacle blocking the administration, let alone efficient administration, of the Debtors' estates.

20. Second, with respect to the extent to which state law issues predominate over bankruptcy issues, the issues set forth in the Complaint involve federal rights under federal law. If this Court exercises permissive abstention, then Sparebank's rights as a creditor in the Debtors' bankruptcy cases and the Debtors' property rights as determined by the Bankruptcy Code would be significantly offended.

21. Third, with respect to the difficulty or unsettled nature of the applicable state law, this factor is not applicable to the adversary proceeding, which as set forth above, seeks a determination under federal law of Bankruptcy Code-created rights. While the entire dispute between the Parties, beyond the scope of the Complaint, may invoke the law of another jurisdiction, such law is not relevant to the more concrete, narrow issues set forth in the Complaint. Accordingly, this factor is not applicable to current analysis.

22. Fourth, with respect to the presence of a related proceeding commenced in state court or other nonbankruptcy court, no related proceeding has been commenced in any nonbankruptcy court by any party. Accordingly, there is no proceeding in favor of which this Court should abstain.

23. Fifth, with respect to the jurisdictional basis, if any, other than 28 U.S.C. § 1334, as set forth above, Sparebank brings this action pursuant to the Declaratory Judgment Act, a federal law, and seeks declarations related to federal law, Bankruptcy Code sections 365(e)(1) and 541. Accordingly federal question jurisdiction exists, a jurisdictional basis other than 28 U.S.C. § 1334 by which a federal court could entertain the adversary proceeding.

24. Sixth, with respect to the degree of relatedness or remoteness of the proceeding to the main bankruptcy cases, this adversary proceeding goes to the fundamental nature of the debtor-creditor relationship and how bankruptcy law and procedure respect such. Without a resolution to the issues set forth in the Complaint, Sparebank's claims against the Debtor Defendants will remain unliquidated, which is a problem for purposes of voting on a chapter 11 plan and related distributions. Accordingly, the issues set forth in the Complaint greatly affect the main bankruptcy cases.

25. Seventh, with respect to the substance rather than form of an asserted core proceeding, as set forth above, the adversary proceeding touches on the fundamental debtor-creditor relationship, debtor property rights, and the use of the bankruptcy cases as an excuse not to honor contractual duties. These matters go to the core of the Bankruptcy Code.

26. Eighth, with respect to the feasibility of severing state law claims from core bankruptcy matters to allow judgment to be entered in state court with enforcement left to the bankruptcy court, the issues set forth in the Complaint are not state-law claims. Instead, the adversary proceeding asks for a resolution of substantive, federal bankruptcy law issues. Accordingly, severing state law claims from the core bankruptcy matters in this instance would prove impossible.

27. Ninth, with respect to the burden on the bankruptcy court's docket, there is no indication that a determination of the purely bankruptcy law issues set forth in the Complaint would prohibitively burden this Court's docket.

28. Tenth, with respect to the likelihood that the commencement of the proceeding in bankruptcy court involves forum shopping by one of the parties, the adversary proceeding in no way represents an attempt to forum shop. Instead, as set forth above, the Debtor Defendants are

necessary and indispensable parties to this dispute, which makes this Court the most appropriate forum.

29. Eleventh, with respect to the existence of a right to a jury trial, the RVI Policies are silent on this point; however, in the Motion to Abstain, Ironshore asserts a general reservation of right with respect to a jury trial.

30. Finally, with respect to the presence in the proceeding of non-debtor parties, this dispute involves three key parties: the Debtor Defendants, Sparebank, and Ironshore. The proceeding cannot go forward without each of those parties. The Debtor Defendants' participation and representation in the adversary proceeding is essential to the resolution of the key issues set forth in the Complaint. Thus, despite Ironshore's characterization of this matter in the Motion to Abstain, this is a true three-party dispute, in which the Debtor Defendants serve as a necessary party.

31. Accordingly, the factors that guide the permissive abstention analysis weigh in favor of this Court ruling on this adversary proceeding.

IV. CONCLUSION

32. For the reasons set forth herein, the Motion to Abstain should be denied. The adversary proceeding, which requires an interpretation and enforcement of rights arising under and relationships created by the Bankruptcy Code, is clearly a core proceeding. Accordingly, mandatory abstention is inappropriate. Furthermore, this Court should not exercise permissive discretion because no proceeding exists in favor of which to exercise such discretion. The Debtor Defendants are indispensable parties, whose participation and representation is required in order to resolve the issues set forth in the Complaint. Ironshore's attempt to advocate for this core matter to proceed through foreign arbitration and then a foreign court system fails to consider the impact of such on the Debtors' ability to propose, confirm, and consummate a

chapter 11 plan. Accordingly, the Motion to Abstain should be denied in its entirety.

WHEREFORE, PREMISES CONSIDERED the Plaintiffs respectfully request that the Motion to Abstain be denied in its entirety and that the Plaintiffs be granted such other relief as is just.

Dated: November 2, 2016

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of November 2016, a true and correct copy of the foregoing has been served electronically, via United States mail, postage prepaid, or via facsimile to the following:

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