IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

In re: Noble Supply & Logistics, LLC et al.	Chapter 11 Case No. 23-11369 (CTG)
United States of America, Appellant, v. Noble Supply & Logistics, LLC, et al., Appellees.	Civil Action No. 26-cv-01279-JLH

APPELLANT'S DESIGNATION OF THE ITEMS TO BE INCLUDED IN THE RECORD ON APPEAL AND BANKRUPTCY LOCAL RULE 8009-1 INDEX

Pursuant to the Standing Order dated November 9, 2015, of the United States District Court for the District of Delaware, Rule 8009 of the Federal Rules of Bankruptcy Procedure, and Rule 8009-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware, Appellant United States of America, on behalf of the Defense Logistics Agency, hereby submits its designation ("Designation") of items to be included in the record of appeal from the *Order*, *In re Noble Supply & Logistics, LLC, et al.*, No. 26-11369 (CTG) (Bankr. D. Del. Sept. 18, 2026), ECF No. 151, entered by the United States Bankruptcy Court for the District of Delaware, Honorable Craig T. Goldblatt, on September 18, 2026, and related index.

26113692610300000000000017

DESIGNATION AND LOCAL RULE 8009-1 INDEX

1. Listing of docket entries in *In re Noble Supply & Logistics, LLC, et al.*, 23-11369 (CTG) (Bankr. D. Del.), kept by the bankruptcy clerk in the Bankruptcy Court, attached hereto as Exhibit A.

2. All documents designated by any other party.

3. Transcript of hearing before the Bankruptcy Court on September 16, 2026, at 10:00 a.m., attached hereto as Exhibit B.

4. Debtors' Hearing Exhibit 4, moved into evidence at hearing before the Bankruptcy Court on September 16, 2026, attached hereto as Exhibit C.

5. Transcript of hearing before the Bankruptcy Court on September 18, 2026, at 1:00 p.m., attached hereto as Exhibit D.

6. The items listed below from the above referenced bankruptcy docket or attached hereto:

***In re Nobly Supply & Logistics, LLC, et al.*, No. 26-11369 (CTG) (Bankr. D. Del.)**

No.	Description	Date	D.I. No.
1.	Chapter 11 Voluntary Petition	08/30/2026	1
2.	Declaration of Robert Albergotti, Chief Transformation Officer of Noble Equity Holdings, LLC, in Support of the Debtors' Chapter 11 Petitions and First Day Motions	08/31/2026	15
3.	Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief	09/11/2026	102

4.	Declaration of Robert Albergotti, Chief Transformation Officer of Noble Equity Holdings, LLC, in Support of the Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief	09/11/2026	103
5.	Declaration of Seth Van Aalten in Support of the Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief	09/11/2026	104
6.	Motion to Shorten Notice of the Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief	09/11/2026	105
7.	Order Granting Motion to Shorten Notice of Debtor's Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform Under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief	09/11/2026	106
8.	Notice of Hearing on Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief	09/11/2026	107
9.	Debtors' Witness and Exhibit List for Hearing Scheduled for September 16, 2026 at 2:00 p.m. (Eastern Time)	09/14/2026	108
10.	Notice of Agenda of Matters Scheduled for Hearing on September 16, 2026 at 2:00 p.m. (Eastern Time) before the Honorable Craig T. Goldblatt	09/14/2026	109
11.	Notice of Change of Hearing Time for September 16, 2026 Hearing	09/15/2026	118

12.	United States' Objection to the Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief	09/16/2026	124
13.	Declaration of Sean Cunniff in Support of United States' Objection to the Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief	09/16/2026	125
14.	Notice of Amended Agenda of Matters Scheduled for Hearing on September 16, 2026 at 10:00 a.m. (Eastern Time) before the Honorable Craig T. Goldblatt	09/16/2026	126
15.	Declaration of Ruth A. Sawdey in Support of United States' Objection to the Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief	09/16/2026	127
16.	Declaration of Amanda Parker in Support of United States' Objection to the Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief	09/16/2026	129
17.	PDF File with Audio File Attachment of Hearing Before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge, on September 16, 2026, at 10:00 a.m.	09/16/2026	130
18.	Request for Transcript of Hearing Held on September 16, 2026 Received.	09/16/2026	132
19.	Transcript of Hearing Before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge, on September 16, 2026, at 10:00 a.m.	09/16/2026	Exhibit B

20.	Debtors' Hearing Exhibit 1 from hearing on September 16, 2026: Declaration of Robert Albergotti, Chief Transformation Officer of Noble Equity Holdings, LLC, in Support of the Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief [D.I. 103]	09/16/2026	[103]
21.	Debtors' Hearing Exhibit 2 from hearing on September 16, 2026: Declaration of Seth Van Aalten in Support of the Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief [D.I. 104]	09/16/2026	[104]
22.	Debtors' Hearing Exhibit 3 from hearing on September 16, 2026: Exhibit A to Declaration of Sean Cunniff in Support of United States' Objection to the Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief [D.I. 125]	09/16/2026	[125]
23.	Debtors' Hearing Exhibit 4 from hearing on September 16, 2026: Letter dated August 30, 2026, from Arnold & Porter Kay Scholer LLP as counsel for Noble Supply & Logistics, LLC, regarding Noble Supply & Logistics, LLC, Contract Disputes Act Certified Claim Submitted Under Contract No. SPE4AX-21-D-9407 and Request for Alternative Dispute Resolution	09/16/2026	Exhibit C
24.	Certification of Counsel Regarding Order (I) Compelling the Defense Logistics Agency to Perform under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief	09/17/2026	141

25.	Certification of Counsel Regarding Proposed Order (I) Compelling the Defense Logistics Agency to Perform under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief	09/17/2026	142
26.	Notice of Status Conference	09/17/2026	144
27.	PDF File with Audio File Attachment of Hearing Before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge, on September 18, 2026, at 1:00 p.m.	09/18/2026	148
28.	Request for Transcript of Hearing Held on September 18, 2026 Received.	09/18/2026	150
29.	Transcript of Hearing Before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge, on Friday, September 18, 2026, at 1:00 p.m., in the above-captioned bankruptcy matter	09/18/2026	Exhibit D
30.	Order	09/18/2026	151
31.	Notice of Appeal	10/04/2026	263
32.	United States' Motion for Entry of An Order (I) Granting Adequate Protection Under Sections 361, 363(e), and 553 of the Bankruptcy Code And (II) Granting Related Relief	10/13/2026	327

RESERVATION OF RIGHTS

The Appellant reserves and does not waive its right to supplement the foregoing Designation and index and/or to incorporate by reference, object to, or otherwise supplement, counter-designate, or move to strike or modify, any additional items designated for inclusion in the record on appeal by other parties. This filing is made subject to, and without waiver of, any rights, remedies, challenges, and objections.

Dated: October 16, 2026

Respectfully submitted,

BRETT A. SHUMATE
Assistant Attorney General

MARC S. SACKS
Deputy Director

MARY S. SCHMERGEL
Assistant Director

Louisa A. Soulard
Trial Attorney
Ryan W. Lamb
Trial Attorney
/s/ Alastair M. Gesmundo
Alastair M. Gesmundo
Trial Attorney
U.S. Department of Justice
Civil Division
Commercial Litigation Branch
Corporate/Financial Litigation Section
P.O. Box 875
Washington, DC 20044
(202) 305-4659
Email: Louisa.Soulard@usdoj.gov
Email: Ryan.Lamb@usdoj.gov
Email: Alastair.M.Gesmundo@usdoj.gov

Attorneys for the United States

EXHIBIT A

PlnDue, APPEAL, DsclsDue, LEAD, SealedDoc(s), CLMSAGNT

U.S. Bankruptcy Court
District of Delaware (Delaware)
Bankruptcy Petition #: 26-11369-CTG

Assigned to: Bankruptcy Judge Craig T Goldblatt
Chapter 11
Voluntary
Asset

Date filed: 08/30/2026
341 meeting: 10/21/2026
Deadline for filing claims: 11/16/2026
Deadline for filing claims (govt.): 02/26/2027

Debtor
Noble Supply & Logistics, LLC
1 Marina Park Drive
Suite 220
Boston, MA 02210
SUFFOLK-MA
Tax ID / EIN: 04-2767926
***fka* Noble Sales Co. Inc.**

represented by **Julie A. Aberasturi**
COLE SCHOTZ P.C.
1325 Avenue of the Americas, 19th Floor
New York, NY 10005
United States
201-489-3000
Email: jaberasturi@coleschotz.com

Justin R. Alberto
Cole Schotz P.C.
500 Delaware Avenue
Suite 1410
Wilmington, DE 19801
302-651-2006
Fax : 302-574-2106
Email: jalberto@coleschotz.com

Sarah A. Carnes
Cole Schotz P.C.
1325 Avenue of the Americas
19th Floor
New York, NY 10019
(212) 752-8000
Email: scarnes@coleschotz.com

Anthony De Leo
Cole Schotz P.C.
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
(212) 752-8000
Email: adeleo@coleschotz.com

G. David Dean
Cole Schotz P.C.
500 Delaware Avenue
Suite 600
Wilmington, DE 19801

302-651-2012
Email: ddean@coleschotz.com

Jack M. Dougherty
Cole Schotz P.C.
500 Delaware Avenue
Ste 600
Wilmington, DE 19801
302-652-3131
Email: jdougherty@coleschotz.com

Natalie C. Gibson
Cole Schotz P.C.
1201 Wills Street
Suite 320
Baltimore, MD 21231
(410) 230-0660
Email: ngibson@coleschotz.com

Patrick J. Nash
333 West Wolf Point Plaza
Chicago, IL 60654
312-862-2000
Email: patrick.nash@kirkland.com

Patrick J. Reilley
Cole Schotz P.C.
500 Delaware Avenue, Suite 1410
Wilmington, DE 19801
302-652-3131
Fax : 302-652-3117
Email: preilley@coleschotz.com

Michael D Sirota
Cole Schotz P.C.
1325 Avenue of the Americas
19th Floor
New York, NY 10019
United States
212-752-8000
Fax : 212-752-8393
Email: msirota@coleschotz.com

Charles B Sterrett
Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Email: charles.sterrett@kirkland.com

Joshua A Sussberg
c/o Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
212-446-4800

Fax : 212-446-4900
Email: jsussberg@kirkland.com

Amanda A Tersigni
Cole Schotz P.C.
1325 Avenue of the Americas
New York, NY 10019
646-532-5315
Email: atersigni@coleschotz.com

Seth Van Aalten
Cole Schotz, P.C.
1325 Avenue of the Americas
19th Floor
New York, NY 10019
Email: svanaalten@coleschotz.com

U.S. Trustee
U.S. Trustee
Office of the United States Trustee
J. Caleb Boggs Federal Building
844 King Street, Suite 2207
Lockbox 35
Wilmington, DE 19801
(302)-573-6491

represented by **Linda J. Casey**
Office of United States Trustee
844 King Street
Suite 2207
Wilmington, DE 19801
302-573-6491
Fax : 302-573-6497
Email: Linda.Casey@usdoj.gov

Claims Agent
Kurtzman Carson Consultants, LLC dba Verita Global
veritaglobal.net
222 N. Pacific Coast Highway
Suite 300
El Segundo, CA 90245

represented by **Albert Kass**
Kcc LLC Dba Verita Global
222 N. Pacific Coast Highway
Suite 300
El Segundo, CA 90245
310-708-6581
Email: ECFpleadings@kccllc.com

Creditor Committee
Committee of Unsecured Creditors

represented by **Tristan G Axelrod**
Brown Rudnick LLP
One Financial Center
Boston, MA 02111
617-856-8200
Fax : 617-856-8201
Email: taxelrod@brownrudnick.com

August Nelson Dinwiddie
BROWN RUDNICK LLP
7 Times Square
New York, NY 10036
(212) 209-4800
Email: adinwiddie@brownrudnick.com

Jessica Liong
Brown Rudnick LLP
One Financial Center
Boston, MA 02111
617-856-8200

Email: jliong@brownrudnick.com

Samantha L. Rodriguez
Morris James LLP
3205 Avenue North Blvd.
Suite 100
Wilmington, DE 19803
302-888-6800
Fax : 302-571-1750
Email: srodriguez@morrisjames.com

Jeffrey R. Waxman
Morris James LLP
3205 Avenue North Blvd.
Suite 100
Wilmington, DE 19803
302-888-6800
Fax : 302-571-1750
Email: jwaxman@morrisjames.com

Kenneth B. Weckstein
Brown Rudnick LLP
1900 N Street NW
4th Floor
Washington, DC 20036
202-536-1750
Fax : 202-536-1701
Email: kweckstein@brownrudnick.com

Filing Date	#	Docket Text
08/30/2026	1 (30 pgs)	Chapter 11 Voluntary Petition . Fee Amount $1738. Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 08/30/2026)
08/30/2026	2	Receipt of filing fee for Voluntary Petition (Chapter 11)(26-11369) [misc,volp11a] (1738.00). Receipt Number A12802555, amount $1738.00. (U.S. Treasury) (Entered: 08/30/2026)
08/30/2026	3 (14 pgs)	Motion for Joint Administration Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 08/30/2026)
08/30/2026	4 (38 pgs)	Application to Appoint Claims/Noticing Agent KURTZMAN CARSON CONSULTANTS, LLC Filed By Noble Supply & Logistics, LLC (Alberto, Justin) (Entered: 08/30/2026)
08/30/2026	5 (27 pgs)	Motion Regarding Chapter 11 First Day Motions *(Debtors' Motion for Entry of an Order (I) Restating and Enforcing the Worldwide Automatic Stay, Anti-Discrimination Provisions, and Ipso Facto Protections of the Bankruptcy Code, (II) Approving the Form and Manner of Notice, and (III) Granting Related Relief).* Filed By Noble Supply & Logistics, LLC (Alberto, Justin) (Entered: 08/30/2026)

08/30/2026	6 (33 pgs)	Motion Prohibiting Utilities from Discontinuing Service *(Debtors' Motion for Entry of Interim and Final Orders (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Objections by Utility Companies, (III) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Service, and (IV) Granting Related Relief).* Filed By Noble Supply & Logistics, LLC (Alberto, Justin) (Entered: 08/30/2026)
08/30/2026	7 (24 pgs)	Motion Regarding Chapter 11 First Day Motions *(Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Redact Certain Personally Identifiable Information of Individuals, and (B) Serve Parties in Interest by Email, and (II) Granting Related Relief).* Filed By Noble Supply & Logistics, LLC (Alberto, Justin) (Entered: 08/30/2026)
08/30/2026	8 (36 pgs)	Motion to Pay Sales and Use Taxes *(Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief).* Filed By Noble Supply & Logistics, LLC (Alberto, Justin) (Entered: 08/30/2026)
08/30/2026	9 (25 pgs)	Motion Regarding Chapter 11 First Day Motions *(Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain Insurance Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, and (C) Continue to Pay Broker Fees, and (II) Granting Related Relief).* Filed By Noble Supply & Logistics, LLC (Alberto, Justin) (Entered: 08/30/2026)
08/30/2026	10 (40 pgs)	Motion to Pay Employee Wages *(Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing, But Not Directing, the Debtors to (I) Pay Prepetition Wages, Compensation, Employee Benefits, and Other Employee Obligations, (II) Continue Certain Employee Benefit Programs in the Ordinary Course, (B) Authorizing All Banks to Honor Prepetition Checks for Payment of Prepetition Employee Obligations, and (C) Granting Related Relief).* Filed By Noble Supply & Logistics, LLC (Alberto, Justin) (Entered: 08/30/2026)
08/31/2026	11 (45 pgs)	Motion to Pay Critical Trade Vendor Claims *(Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Certain Prepetition Claims of Certain Critical Vendors and Lien Claimants, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief).* Filed By Noble Supply & Logistics, LLC (Alberto, Justin) (Entered: 08/31/2026)
08/31/2026	12 (50 pgs)	Motion Regarding Chapter 11 First Day Motions *(Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting a Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (III) Granting Related Relief).* Filed By Noble Supply & Logistics, LLC (Alberto, Justin) (Entered: 08/31/2026)
08/31/2026	13 (102 pgs)	Motion to Approve Use of Cash Collateral *(Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Limited Use of Cash Collateral, (II) Granting Adequate Protection Liens and Superpriority Administrative Expense Claims to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V)*

		Granting Related Relief). Filed By Noble Supply & Logistics, LLC (Alberto, Justin) (Entered: 08/31/2026)
08/31/2026	14 (4 pgs)	Declaration in Support *(Declaration of Robert Albergotti, Chief Transformation Officer of Noble Equity Holdings, LLC, in Support of the Debtors' Cash Collateral Motion)* (related document(s)13) Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 08/31/2026)
08/31/2026	15 (25 pgs)	Affidavit/Declaration in Support of First Day Motion *(Declaration of Robert Albergotti, Chief Transformation Officer of Noble Supply & Logistics, LLC, in Support of the Debtors' Chapter 11 Petitions and First Day Motions).* Filed By Noble Supply & Logistics, LLC (Alberto, Justin) (Entered: 08/31/2026)
08/31/2026	16	[SEALED] List of Creditors Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 08/31/2026)
08/31/2026	17 (72 pgs)	(REDACTED) *List of Creditors* (related document(s)16) Filed by Noble Supply & Logistics, LLC. (Dougherty, Jack) (Entered: 08/31/2026)
08/31/2026	18 (4 pgs; 2 docs)	Exhibit(s) *(Notice of Filing of Exhibit A to First Day Declaration)* (related document(s)15) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A to First Day Declaration [Docket No. 15] - Organizational Chart) (Alberto, Justin) (Entered: 08/31/2026)
08/31/2026		Judge Brendan Linehan Shannon added to case (SJS) (Entered: 08/31/2026)
08/31/2026		Filed by U.S. Trustee. (Casey, Linda) (Entered: 08/31/2026)
08/31/2026	19	Judge Craig T Goldblatt added to case. Involvement of Judge Brendan Linehan Shannon Terminated (SJS) (Entered: 08/31/2026)
08/31/2026	20 (5 pgs)	Notice of Agenda of Matters Scheduled for Hearing Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/1/2026 at 12:00 PM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. (Dougherty, Jack) (Entered: 08/31/2026)
08/31/2026	21 (3 pgs)	Exhibit(s) *(Notice of Bankruptcy Filing, First Day Motions and Related Pleadings)* (related document(s)3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18) Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 08/31/2026)
08/31/2026	22 (1 pg)	Motion to Appear pro hac vice *of Adam C. Harris*. Receipt Number 5054260, Filed by Blue Torch Finance LLC. (Hurst, David) (Entered: 08/31/2026)
08/31/2026	23 (1 pg)	Motion to Appear pro hac vice *of Reuben E. Dizengoff*. Receipt Number 5054260, Filed by Blue Torch Finance LLC. (Hurst, David) (Entered: 08/31/2026)
08/31/2026	24 (3 pgs)	Notice of Appearance. Filed by Blue Torch Finance LLC. (Hurst, David) (Entered: 08/31/2026)
08/31/2026		Attorney Andrew A Mark and David R. Hurst for Blue Torch Finance LLC, Adam C. Harris and David R. Hurst for Blue Torch Finance LLC,

		Reuben E. Dizengoff and David R. Hurst for Blue Torch Finance LLC added to case Filed by Blue Torch Finance LLC. (Hurst, David) (Entered: 08/31/2026)
08/31/2026	25 (3 pgs)	Notice of Appearance. Filed by PGIM Capital Partners VI, L.P. and its affiliated funds. (Mielke, Allison) (Entered: 08/31/2026)
08/31/2026	26 (1 pg)	Order Granting Motion for Admission pro hac vice for Adam C. Harris (related document(s)22) Signed on 8/31/2026. (NAB) (Entered: 08/31/2026)
08/31/2026	27 (1 pg)	Order Granting Motion for Admission pro hac vice for Reuben E. Dizengoff. (related document(s)23) Signed on 8/31/2026. (NAB) (Entered: 08/31/2026)
08/31/2026	28 (1 pg)	Motion to Appear pro hac vice *of Joshua A. Sussberg, P.C. of Kirkland & Ellis LLP and Kirkland & Ellis International LLP*. Receipt Number 5054484, Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 08/31/2026)
08/31/2026	29 (1 pg)	Motion to Appear pro hac vice *of Patrick J. Nash, Jr. of Kirkland & Ellis LLP and Kirkland & Ellis International LLP*. Receipt Number 5054484, Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 08/31/2026)
08/31/2026	30 (1 pg)	Motion to Appear pro hac vice *of Charles B. Sterrett of Kirkland & Ellis LLP and Kirkland & Ellis International LLP*. Receipt Number 5054484, Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 08/31/2026)
08/31/2026	31 (1 pg)	Motion to Appear pro hac vice *of Michael D. Sirota, Esquire of Cole Schotz P.C.* Receipt Number 5054484, Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 08/31/2026)
08/31/2026	32 (1 pg)	Motion to Appear pro hac vice *of Seth Van Aalten of Cole Schotz P.C.* Receipt Number 5054484, Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick)Modified on 9/1/2026 (ALD). (Entered: 08/31/2026)
08/31/2026	33 (1 pg)	Motion to Appear pro hac vice *of Sarah A. Carnes of Cole Schotz P.C.* Receipt Number 5054489, Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 08/31/2026)
08/31/2026	34 (1 pg)	Motion to Appear pro hac vice *of Anthony De Leo of Cole Schotz P.C.* Receipt Number 5054489, Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 08/31/2026)
08/31/2026	35 (1 pg)	Motion to Appear pro hac vice *of Amanda A. Tersigni of Cole Schotz P.C.* Receipt Number 5054489, Filed by Noble Supply & Logistics, LLC. (Dougherty, Jack) (Entered: 08/31/2026)
08/31/2026	36 (1 pg)	Motion to Appear pro hac vice *of Julie A. Aberasturi of Cole Schotz P.C.* Receipt Number 5054489, Filed by Noble Supply & Logistics, LLC. (Dougherty, Jack) (Entered: 08/31/2026)

08/31/2026	37 (1 pg)	Motion to Appear pro hac vice *of Natalie C. Gibson of Cole Schotz P.C.* Receipt Number 5054489, Filed by Noble Supply & Logistics, LLC. (Dougherty, Jack) (Entered: 08/31/2026)
08/31/2026	38 (3 pgs)	Notice of Appearance. Filed by JP Morgan Chase Bank, N.A., as Prepetition ABL Agent. (Shapiro, Zachary) (Entered: 08/31/2026)
08/31/2026		Attorney John Henry Knight and Zachary I Shapiro for JP Morgan Chase Bank, N.A., as Prepetition ABL Agent, David T Queroli and Zachary I Shapiro for JP Morgan Chase Bank, N.A., as Prepetition ABL Agent, Daniel F. Fiorillo and Zachary I Shapiro for JP Morgan Chase Bank, N.A., as Prepetition ABL Agent, Antonio J. Aguilera and Zachary I Shapiro for JP Morgan Chase Bank, N.A., as Prepetition ABL Agent added to case Filed by JP Morgan Chase Bank, N.A., as Prepetition ABL Agent. (Shapiro, Zachary) (Entered: 08/31/2026)
08/31/2026	39 (1 pg)	Motion to Appear pro hac vice *of Daniel F. Fiorillo of Otterbourg P.C.*. Receipt Number 5054865, Filed by JP Morgan Chase Bank, N.A., as Prepetition ABL Agent. (Shapiro, Zachary) (Entered: 08/31/2026)
08/31/2026	40 (1 pg)	Motion to Appear pro hac vice *of Antonio J. Aguilera of Otterbourg P.C.*. Receipt Number 5054865, Filed by JP Morgan Chase Bank, N.A., as Prepetition ABL Agent. (Shapiro, Zachary) (Entered: 08/31/2026)
09/01/2026	41 (30 pgs)	Certificate of Service *re: 1) Notice of Agenda of Matters Scheduled for First Day Hearing on September 1, 2026 at 12:00 p.m. (Eastern Time) Before the Honorable Craig T. Goldblatt; and 2) Notice of Bankruptcy Filing, First Day Motions and Related Pleadings* (related document(s)20, 21) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/01/2026)
09/01/2026	42 (25 pgs; 3 docs)	Exhibit(s) *(Notice of Filing of Revised Proposed Order for Debtors' Application for Authorization to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date)* (related document(s)4) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Redline) (Dougherty, Jack) (Entered: 09/01/2026)
09/01/2026	43	[SEALED] Supplemental Declaration *of Evan Gershbein in Support of Debtors' Application For Authorization to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* (related document(s)4, 42) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Fee Structure # 2 Exhibit B - PII List) (Dougherty, Jack) (Entered: 09/01/2026)
09/01/2026	44 (16 pgs; 3 docs)	(REDACTED) *Supplemental Declaration of Evan Gershbein in Support of Debtors' Application for Authorization to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* (related document(s)4, 42, 43) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Fee Structure # 2 Exhibit B - PII List) (Dougherty, Jack) (Entered: 09/01/2026)

09/01/2026	45 (31 pgs; 3 docs)	Exhibit(s) *(Notice of Filing of Revised Proposed Order for Debtors' Motion for Entry of an Order (I) Restating and Enforcing the Worldwide Automatic Stay, Anti-Discrimination Provisions, and Ipso Facto Protections of the Bankruptcy Code, (II) Approving the Form and Manner of Notice, and (III) Granting Related Relief)* (related document(s)5) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Redline) (Dougherty, Jack) (Entered: 09/01/2026)
09/01/2026	46 (20 pgs; 3 docs)	Exhibit(s) *(Notice of Filing of Revised Interim Order for Debtors' Motion for Entry of Interim and Final Orders (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Objections by Utility Companies, (III) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Service, and (IV) Granting Related Relief)* (related document(s)6) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Redline) (Dougherty, Jack) (Entered: 09/01/2026)
09/01/2026	47 (14 pgs; 3 docs)	Exhibit(s) *(Notice of Filing of Revised Interim Order for Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief)* (related document(s)8) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Redline) (Dougherty, Jack) (Entered: 09/01/2026)
09/01/2026	48 (1 pg)	Order Granting Motion for Admission pro hac vice for Joshua A. Sussberg, P.C. (related document(s)28) Signed on 9/1/2026. (NAB) (Entered: 09/01/2026)
09/01/2026	49 (1 pg)	Order Granting Motion for Admission pro hac vice for Patrick J. Nash, Jr. (related document(s)29) Signed on 9/1/2026. (NAB) (Entered: 09/01/2026)
09/01/2026	50 (14 pgs; 3 docs)	Exhibit(s) *(Notice of Filing of Revised Interim Order for Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain Insurance Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, and (C) Continue to Pay Broker Fees, and (II) Granting Related Relief)* (related document(s)9) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Redline) (Dougherty, Jack) (Entered: 09/01/2026)
09/01/2026	51 (1 pg)	Order Granting Motion for Admission pro hac vice for Charles B. Sterrett (related document(s)30) Signed on 9/1/2026. (NAB) (Entered: 09/01/2026)
09/01/2026	52 (1 pg)	Order Granting Motion for Admission pro hac vice for Michael D. Sirota, Esquire (related document(s)31) Signed on 9/1/2026. (NAB) (Entered: 09/01/2026)
09/01/2026	53 (18 pgs; 3 docs)	Exhibit(s) *(Notice of Filing of Revised Interim Order for Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing, But Not Directing, the Debtors to (I) Pay Prepetition Wages, Compensation, Employee Benefits, and Other Employee Obligations, (II) Continue Certain Employee Benefit Programs in the Ordinary Course, (B) Authorizing All Banks to Honor Prepetition Checks for Payment of Prepetition Employee*

		Obligations, and (C) Granting Related Relief) (related document(s)10) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Redline) (Dougherty, Jack) (Entered: 09/01/2026)
09/01/2026	54 (1 pg)	Order Granting Motion for Admission pro hac vice for Seth Van Aalten (related document(s)32) Signed on 9/1/2026. (NAB) (Entered: 09/01/2026)
09/01/2026	55 (1 pg)	Order Granting Motion for Admission pro hac vice for Sarah A. Carnes (related document(s)33) Signed on 9/1/2026. (NAB) (Entered: 09/01/2026)
09/01/2026	56 (30 pgs; 3 docs)	Exhibit(s) *(Notice of Filing of Revised Interim Order for Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting a Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (III) Granting Related Relief)* (related document(s)12) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Redline) (Dougherty, Jack) (Entered: 09/01/2026)
09/01/2026	57 (30 pgs; 3 docs)	Exhibit(s) *(Notice of Filing of Revised Interim Order for Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Certain Prepetition Claims of Certain Critical Vendors and Lien Claimants, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief)* (related document(s)11) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Redline) (Dougherty, Jack) (Entered: 09/01/2026)
09/01/2026	58 (14 pgs; 3 docs)	Exhibit(s) *(Notice of Filing of Revised Interim Order for Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Redact Certain Personally Identifiable Information of Individuals, and (B) Serve Parties in Interest by Email, and (II) Granting Related Relief)* (related document(s)7) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Redline) (Dougherty, Jack) (Entered: 09/01/2026)
09/01/2026	59 (1 pg)	Order Granting Motion for Admission pro hac vice of Anthony De Leo of Cole Schotz P.C. (Related Doc # 34) Signed on 9/1/2026. (NWW) (Entered: 09/01/2026)
09/01/2026	60 (1 pg)	Order Granting Motion for Admission pro hac vice of Amanda A. Tersigni of Cole Schotz P.C. (Related Doc # 35) Signed on 9/1/2026. (NWW) (Entered: 09/01/2026)
09/01/2026	61 (1 pg)	Order Granting Motion for Admission pro hac vice of Julie A. Aberasturi of Cole Schotz P.C. (Related Doc # 36) Signed on 9/1/2026. (NWW) (Entered: 09/01/2026)
09/01/2026	62 (1 pg)	Order Granting Motion for Admission pro hac vice of Natalie C. Gibson of Cole Schotz P.C. (Related Doc # 37) Signed on 9/1/2026. (NWW) (Entered: 09/01/2026)

09/01/2026	63 (1 pg)	Order Granting Motion for Admission pro hac vice of Daniel F. Fiorillo of Otterbourg P.C. (Related Doc # 39) Signed on 9/1/2026. (NWW) (Entered: 09/01/2026)
09/01/2026	64 (1 pg)	Order Granting Motion for Admission pro hac vice of Antonio J. Aguilera of Otterbourg P.C. (Related Doc # 40) Signed on 9/1/2026. (NWW) (Entered: 09/01/2026)
09/01/2026	65 (7 pgs)	Amended Notice of Agenda of Matters Scheduled for Hearing (related document(s)20) Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/1/2026 at 12:00 PM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. (Dougherty, Jack) (Entered: 09/01/2026)
09/01/2026	66 (1 pg)	Court Date & Time [09/01/2026 12:00:02 PM]. File Size [12311 KB]. Run Time [00:53:22]. (admin). (Entered: 09/01/2026)
09/01/2026	67 (2 pgs)	Hearing Held/Zoom Registration Sheet (related document(s)20, 65) (TMM) (Entered: 09/01/2026)
09/01/2026	68 (5 pgs)	Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief. An order has been entered in this case in accordance with Rule 1015(b) of the Federal Rules of Bankruptcy Procedure and Rule 1015-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware directing joint administration of the chapter 11 cases of Noble Supply & Logistics, LLC, Case No. 26-11369 (CTG) COTS Solutions, LLC, Case No. 26-11370 (CTG); Federal Resources Supply Company, LLC, Case No. 26-11371 (CTG); FRS Holdings, LLC, Case No. 26-11372 (CTG); K.D. Analytical Consulting, LLC, Case No. 26-11373 (CTG); KDA Acquisition, LLC, Case No. 26-11374 (CTG); Noble Defense Corporation, Case No. 26-11375 (CTG); Noble Equity Holdings, LLC, Case No. 26-11376 (CTG); Noble.com, LLC, Case No. 26 11377 (CTG); Noble Mission Support, LLC, Case No. 26-11378 (CTG); and Tactical & Survival Specialties, LLC, Case No. 26-11379 (CTG). The docket in Case No. 26-11369 (CTG) should be consulted for all matters affecting this case. All further pleadings and other papers shall be filed in and all further docket entries shall be made on the docket of Noble Supply & Logistics, LLC, Case No. 26 11369 (CTG). (related document(s)3) Signed on 9/1/2026. (NAB) (Entered: 09/01/2026)
09/01/2026	69 (13 pgs; 2 docs)	Order (I) Restating and Enforcing the Worldwide Automatic Stay, Anti-Discrimination Provisions, and Ipso Facto Protections of the Bankruptcy Code, (II) Approving the Form and Manner of Notice, and (III) Granting Related Relief (related document(s)5, 45) Signed on 9/1/2026. (Attachments: # 1 Exhibit 1 - Form of Notice) (NAB) (Entered: 09/01/2026)
09/01/2026	70 (5 pgs)	Interim Order (I) Authorizing the Debtors to (A) Redact Certain Personally Identifiable Information of Individuals, and (B) Serve Parties in Interest by Email, and (II) Granting Related Relief (related document(s)7, 58) Signed on 9/1/2026. (NAB) (Entered: 09/01/2026)
09/01/2026	71 (5 pgs)	Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance Entered into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, and (C) Continue to Pay Broker Fees, and (II) Granting Related

		Relief (related document(s)9, 50) Signed on 9/1/2026. (NAB) (Entered: 09/01/2026)
09/01/2026	72 (17 pgs; 2 docs)	Interim Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims of Certain Critical Vendors and Lien Claimants, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief (related document(s)11, 57) Signed on 9/1/2026. (Attachments: # 1 Exhibit 1 - Trade Agreement) (NAB) (Entered: 09/01/2026)
09/01/2026	73 (73 pgs; 3 docs)	Interim Order (I) Authorizing Limited Use of Cash Collateral, (II) Granting Adequate Protection Liens and Superpriority Administrative Expense Claims to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief. (related document(s)13) Signed on 9/1/2026. (Attachments: # 1 Exhibit 1 - Initial Budget # 2 Exhibit 2 - Milestones) (NAB) (Entered: 09/01/2026)
09/01/2026	74 (14 pgs; 2 docs)	Order Approving Application Appointing KURTZMAN CARSON CONSULTANTS, LLC DBA Verita Global as Claims and Noticing Agent for the Debtors Pursuant to 28 U.S.C. 156(c) (Related Doc # 4) Signed on 9/1/2026. (Attachments: # 1 Exhibit 1 - Engagement Agreement) (NWW) (Entered: 09/01/2026)
09/01/2026	75 (8 pgs)	Interim Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Objection by Utility Companies, (III) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Service, And (IV) Granting Related Relief. (Related Doc # 6) Signed on 9/1/2026. (NWW) (Entered: 09/01/2026)
09/01/2026	76 (5 pgs)	Order Granting Motion to Pay Sales and Use Taxes. (Related Doc # 8) Signed on 9/1/2026. (NWW) (Entered: 09/01/2026)
09/01/2026	77 (7 pgs)	Order Granting Motion to Pay Employee Wages. (Related Doc # 10,53) Signed on 9/1/2026. (NWW) (Entered: 09/01/2026)
09/01/2026	78 (13 pgs)	Order Granting Interim Order (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transaction in the Ordinary Course of Business, (II) Granting a Limited Waiver of Section 3459(b)Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting Related Relief. (Related Doc # 12) Signed on 9/1/2026. (NWW) (Entered: 09/01/2026)
09/01/2026	79 (3 pgs)	Notice of Hearing *(Omnibus Notice of Entry of Interim Orders and Final Hearing With Respect to First Day Motions)* (related document(s)70, 71, 72, 73, 75, 76, 77, 78) Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/28/2026 at 11:00 AM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. Objections due by 9/21/2026. (Dougherty, Jack) (Entered: 09/01/2026)
09/01/2026	80 (1 pg)	Request of US Trustee to Schedule Section 341 Meeting of Creditors *Zoom meeting of creditors to be held on September 28, 2026, at 2:00 p.m.* Filed by U.S. Trustee. (Casey, Linda) (Entered: 09/01/2026)

09/01/2026	81 (2 pgs)	The upcoming 341(a) meeting is scheduled to be held by Zoom. To join the meeting: Meeting ID: *160 0079 1008* ; Passcode: *3059184726* ; Phone: *646 828 7666*. Filed by U.S. Trustee. (Casey, Linda) (Entered: 09/01/2026)
09/02/2026	82	Request for Transcript of hearing held on *09/01/2026* received. To obtain a copy of this transcript, contact the Court Reporter/Transcriber *Reliable Companies*, Telephone number *302-654-8080* (RE: related document(s) 65). (Reliable Companies) (Entered: 09/02/2026)
09/02/2026	83 (3 pgs)	Notice of Meeting of Creditors/Commencement of Case Filed by Noble Supply & Logistics, LLC. 341(a) meeting to be held on 9/28/2026 at 02:00 PM at Virtual Hearing: Refer to Notice of Zoom Hearing. Objection 523 due by 11/30/2026. (Dougherty, Jack) (Entered: 09/02/2026)
09/03/2026	84 (4 pgs; 2 docs)	Certification of Counsel *Regarding Proposed Order Scheduling Omnibus Hearing Date.* Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Proposed Order) (Dougherty, Jack) (Entered: 09/03/2026)
09/04/2026	85 (1 pg)	Order Scheduling Omnibus Hearing Date. (Related document(s)84) Omnibus Hearings scheduled for 10/16/2026 at 10:00 AM US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. Signed on 9/4/2026. (NAB) (Entered: 09/04/2026)
09/04/2026	86 (3 pgs)	Notice of Appearance. Filed by Thermo Fisher Scientific. (Hiller, Adam) (Entered: 09/04/2026)
09/04/2026		Attorney Beverly Weiss Manne and Adam Hiller for Thermo Fisher Scientific, Judith K. Fitzgerald and Adam Hiller for Thermo Fisher Scientific added to case Filed by Thermo Fisher Scientific. (Hiller, Adam) (Entered: 09/04/2026)
09/04/2026	87 (1 pg)	Motion to Appear pro hac vice *(Beverly Weiss Manne)*. Receipt Number 5941, Filed by Thermo Fisher Scientific. (Hiller, Adam) (Entered: 09/04/2026)
09/04/2026	88 (15 pgs; 3 docs)	Motion to Authorize / *Debtors' Motion for Entry of an Order Authorizing and Directing the Debtors and any Committee Appointed in these Cases to File Under Seal the Names of Certain Confidential Parties in Interest Related to Estate Professional Retention Applications* Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/28/2026 at 11:00 AM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. Objections due by 9/18/2026. (Attachments: # 1 Notice # 2 Exhibit A) (Alberto, Justin) (Entered: 09/04/2026)
09/04/2026	89 (31 pgs)	Certificate of Service *re: Documents Served on or Before September 2, 2026* (related document(s)3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/04/2026)
09/05/2026	90 (1 pg)	Motion to Appear pro hac vice *(Judith K. Fitzgerald)*. Receipt Number 5941, Filed by Thermo Fisher Scientific. (Hiller, Adam) (Entered: 09/05/2026)

09/07/2026	91 (109 pgs; 3 docs)	Motion to Approve *(Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief).* Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/28/2026 at 11:00 AM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. Objections due by 9/21/2026. (Attachments: # 1 Notice of Motion # 2 Exhibit A - Bidding Procedures Order) (Dougherty, Jack) (Entered: 09/07/2026)
09/07/2026	92 (7 pgs)	Declaration *of Lisa K. Lansio in Support of Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and Provide Bid Protections (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief* (related document(s)91) Filed by Noble Supply & Logistics, LLC. (Dougherty, Jack) (Entered: 09/07/2026)
09/08/2026	93 (1 pg)	Order Granting Motion for Admission pro hac vice for Beverly Weiss Manne (related document(s)87) Signed on 9/8/2026. (NAB) (Entered: 09/08/2026)
09/08/2026	94 (1 pg)	Order Granting Motion for Admission pro hac vice for Judith K. Fitzgerald (related document(s)90) Signed on 9/8/2026. (NAB) (Entered: 09/08/2026)
09/08/2026	95 (3 pgs)	Notice of Appearance. Filed by Brooks Building Solutions, Inc.. (Minuti, Mark) (Entered: 09/08/2026)
09/08/2026		Attorney Monique Bair DiSabatino and Mark Minuti for Brooks Building Solutions, Inc. added to case Filed by Brooks Building Solutions, Inc.. (Minuti, Mark) (Entered: 09/08/2026)
09/09/2026	96 (3 pgs)	Notice of Appearance. Filed by UNITED STATES OF AMERICA. (Lamb, Ryan) (Entered: 09/09/2026)
09/09/2026	97 (147 pgs)	Certificate of Service *re: Notice of Chapter 11 Bankruptcy Case* (related document(s)83) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/09/2026)
09/09/2026	98 (6 pgs)	Certificate of Service *re: Debtors' Motion for Entry of an Order Authorizing and Directing the Debtors and Any Committee Appointed in These Cases to File Under Seal the Names of Certain Confidential Parties in Interest Related to Estate Professional Retention Applications*

		(related document(s)88) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/09/2026)
09/09/2026	99 (11 pgs)	Certificate of Service *re: Documents Served on or Before September 8, 2026* (related document(s)85, 91, 92) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/09/2026)
09/10/2026	100	Transcript regarding Hearing Held 09/01/26 RE: First Day Motions. Remote electronic access to the transcript is restricted until 12/9/2026. The transcript may be viewed at the Bankruptcy Court Clerk's Office. For information about how to obtain a transcript, call the Clerk's Office or Contact the Court Reporter/Transcriber, Reliable, at Telephone number 302-654-8080. Notice of Intent to Request Redaction Deadline Due By 9/17/2026. Redaction Request Due By 10/1/2026. Redacted Transcript Submission Due By 10/13/2026. Transcript access will be restricted through 12/9/2026. (ALD) (Entered: 09/10/2026)
09/10/2026	101 (3 pgs)	Notice of Appearance. Filed by Amertiech Die & Mold South, Inc.. (Shrum, Jack) (Entered: 09/10/2026)
09/11/2026	102 (17 pgs; 2 docs)	Motion to Compel *(Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform Under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief).* Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Proposed Order) (Alberto, Justin) (Entered: 09/11/2026)
09/11/2026	103 (18 pgs; 4 docs)	Declaration *of Robert Albergotti, Chief Transformation Officer of Noble Equity Holdings, LLC, in Support of the Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform Under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief* (related document(s)102) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3) (Alberto, Justin) (Entered: 09/11/2026)
09/11/2026	104 (11 pgs; 3 docs)	Declaration *of Seth Van Aalten in Support of the Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform Under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief* (related document(s)102) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (Alberto, Justin) (Entered: 09/11/2026)
09/11/2026	105 (9 pgs; 2 docs)	Motion to Shorten *Notice of Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform Under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief* (related document(s)102) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Proposed Order) (Reilley, Patrick) (Entered: 09/11/2026)

09/11/2026	106 (2 pgs)	Order Granting Motion to Shorten Notice of Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform Under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief (related document(s) 105) Signed on 9/11/2026. (NAB) (Entered: 09/11/2026)
09/11/2026	107 (2 pgs)	Notice of Hearing *on Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform Under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief* (related document(s)102, 105, 106) Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/16/2026 at 02:00 PM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. Objections due by 9/16/2026. (Reilley, Patrick) (Entered: 09/11/2026)
09/14/2026	108 (3 pgs)	Exhibit(s) *(Debtors' Witness and Exhibit List for Hearing Scheduled for September 16, 2026 at 2:00 p.m. (Eastern Time))* (related document(s)103, 104) Filed by Noble Supply & Logistics, LLC. (Dougherty, Jack) (Entered: 09/14/2026)
09/14/2026	109 (3 pgs)	Notice of Agenda of Matters Scheduled for Hearing Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/16/2026 at 02:00 PM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. (Dougherty, Jack) (Entered: 09/14/2026)
09/14/2026	110 (37 pgs; 3 docs)	Motion to Authorize *(Debtors' Motion for Entry of an Order (I) Establishing Procedures for Sale or Other Disposition of Certain Miscellaneous Assets Free and Clear of All Liens, Claims, Interests and Encumbrances and (II) Granting Related Relief).* Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/28/2026 at 11:00 AM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. Objections due by 9/21/2026. (Attachments: # 1 Notice of Motion # 2 Exhibit A - Proposed Order) (Dougherty, Jack) (Entered: 09/14/2026)
09/14/2026	111 (18 pgs; 3 docs)	Motion for Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/28/2026 at 11:00 AM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. Objections due by 9/21/2026. (Attachments: # 1 Notice of Motion # 2 Exhibit A - Proposed Order) (Dougherty, Jack) (Entered: 09/14/2026)
09/14/2026	112 (17 pgs; 3 docs)	Motion to Authorize *(Debtors' Motion for Entry of an Order (I) Authorizing Debtors to Honor Certain Prepetition Obligations Related to Customer Deposits and (II) Granting Related Relief).* Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/28/2026 at 11:00 AM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. Objections due by 9/21/2026. (Attachments: # 1 Notice of Motion # 2 Exhibit A - Proposed Order) (Dougherty, Jack) (Entered: 09/14/2026)
09/14/2026	113 (2 pgs)	Notice of Appearance. Filed by Rich Global Solutions GmbH. (Clark, Anthony) (Entered: 09/14/2026)

09/14/2026	114 (1 pg)	Motion to Appear pro hac vice *of Emily D. Nasir, Esq*. Receipt Number 5065055, Filed by Rich Global Solutions GmbH. (Clark, Anthony) (Entered: 09/14/2026)
09/14/2026		Attorney Emily D. Nasir and Anthony W. Clark for Rich Global Solutions GmbH added to case Filed by Rich Global Solutions GmbH. (Clark, Anthony) (Entered: 09/14/2026)
09/14/2026	115 (27 pgs; 3 docs)	Motion to Authorize *(Debtors' Motion for Entry of an Order (I) Authorizing Debtors to Retain and Compensate Professionals Utilized in the Ordinary Course of Business and (II) Granting Related Relief).* Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/28/2026 at 11:00 AM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. Objections due by 9/21/2026. (Attachments: # 1 Notice of Motion # 2 Exhibit A - Proposed Order) (Dougherty, Jack) (Entered: 09/14/2026)
09/15/2026	116 (1 pg)	Order Granting Motion for Admission pro hac vice for Emily D. Nasir (related document(s) 114) Signed on 9/15/2026. (NAB) (Entered: 09/15/2026)
09/15/2026	117 (4 pgs)	Notice of Appearance. Filed by Anacapa Micro Products, Inc.. (Hoover, Jennifer) (Entered: 09/15/2026)
09/15/2026		Attorney Melissa Sobrepera and Jennifer R. Hoover for Anacapa Micro Products, Inc. added to case Filed by Anacapa Micro Products, Inc.. (Hoover, Jennifer) (Entered: 09/15/2026)
09/15/2026	118 (2 pgs)	Notice of Rescheduled Hearing *(Notice of Change of Hearing Time for September 16, 2026 Hearing)* Hearing Originally Scheduled for September 16, 2026 at 2:00 p.m. has been rescheduled. Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/16/2026 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. (Dougherty, Jack) (Entered: 09/15/2026)
09/15/2026	119 (5 pgs)	Supplemental Certificate of Service *re: Notice of Chapter 11 Bankruptcy Case* (related document(s)83) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/15/2026)
09/15/2026	120 (11 pgs)	Certificate of Service *re: Documents Served on September 11, 2026* (related document(s)102, 103, 104, 106, 107) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/15/2026)
09/15/2026	121 (19 pgs)	Certificate of Service *re: Documents Served on September 14, 2026* (related document(s)108, 109, 110, 111, 112, 115) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/15/2026)
09/15/2026	122 (11 pgs)	Certificate of Service *re: Notice of Change of Hearing Time for September 16, 2026 Hearing* (related document(s)118) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/15/2026)

09/15/2026	123 (3 pgs)	Notice of Appearance. Filed by UNITED STATES OF AMERICA. (Gesmundo, Alastair) (Entered: 09/15/2026)
09/16/2026	124 (14 pgs)	Objection *to Debtors' Emergency Motion to Compel* (related document(s)102) Filed by UNITED STATES OF AMERICA (Gesmundo, Alastair) (Entered: 09/16/2026)
09/16/2026	125 (16 pgs)	Declaration in Support *Declaration of Sean Cunniff in Support of United States' Objection to the Debtors' Emergency Motion to Compel* (related document(s)124) Filed by UNITED STATES OF AMERICA. (Gesmundo, Alastair) (Entered: 09/16/2026)
09/16/2026	126 (3 pgs)	Amended Notice of Agenda of Matters Scheduled for Hearing (related document(s)109) Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/16/2026 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. (Dean, G.) (Entered: 09/16/2026)
09/16/2026	127 (3 pgs)	Declaration in Support *Declaration of Ruth A. Sawdey in Support of United States' Objection to the Debtors' Emergency Motion to Compel* (related document(s)124) Filed by UNITED STATES OF AMERICA. (Lamb, Ryan) (Entered: 09/16/2026)
09/16/2026	128 (1 pg)	Notice of Appointment of Creditors' Committee Filed by U.S. Trustee. (Casey, Linda) (Entered: 09/16/2026)
09/16/2026	129 (55 pgs)	Declaration in Support *Declaration of Amanda Parker in Support of United States' Objection to the Debtors' Emergency Motion to Compel* (related document(s)124) Filed by UNITED STATES OF AMERICA. (Lamb, Ryan) (Entered: 09/16/2026)
09/16/2026	130 (1 pg)	Court Date & Time [09/16/2026 09:59:56 AM]. File Size [21848 KB]. Run Time [02:19:47]. (admin). (Entered: 09/16/2026)
09/16/2026	131 (3 pgs)	Hearing Held/Court Sign-In and Zoom Registration Sheet (related document(s)126) (TMM) (Entered: 09/16/2026)
09/16/2026	132	Request for Transcript of hearing held on *September 16, 2026* received. To obtain a copy of this transcript, contact the Court Reporter/Transcriber *Reliable Companies*, Telephone number *3026548080* (RE: related document(s) 126). (Reliable Companies) (Entered: 09/16/2026)
09/16/2026	133 (11 pgs)	Certificate of Service *re: Notice of Amended Agenda of Matters Scheduled for Hearing on September 16, 2026 at 10:00 a.m. (Eastern Time) Before the Honorable Craig T. Goldblatt* (related document(s)126) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/16/2026)
09/17/2026	134 (3 pgs)	Notice of Appearance. Filed by Committee of Unsecured Creditors. (Waxman, Jeffrey) (Entered: 09/17/2026)
09/17/2026		Attorney Samantha L. Rodriguez and Jeffrey R. Waxman for Committee of Unsecured Creditors, Tristan G Axelrod and Jeffrey R. Waxman for Committee of Unsecured Creditors, Kenneth B. Weckstein and Jeffrey R. Waxman for Committee of Unsecured Creditors, Jessica Liong and

		Jeffrey R. Waxman for Committee of Unsecured Creditors added to case Filed by Committee of Unsecured Creditors. (Waxman, Jeffrey) (Entered: 09/17/2026)
09/17/2026	135 (2 pgs)	Motion to Appear pro hac vice *of Kenneth B. Weckstein*. Receipt Number 5067714, Filed by Committee of Unsecured Creditors. (Waxman, Jeffrey) (Entered: 09/17/2026)
09/17/2026	136 (2 pgs)	Motion to Appear pro hac vice *of Tristan Axelrod*. Receipt Number 5067714, Filed by Committee of Unsecured Creditors. (Waxman, Jeffrey) (Entered: 09/17/2026)
09/17/2026	137 (2 pgs)	Motion to Appear pro hac vice *of Jessica Y. Liong*. Receipt Number 5067714, Filed by Committee of Unsecured Creditors. (Waxman, Jeffrey) (Entered: 09/17/2026)
09/17/2026	138 (2 pgs)	Order Granting Motion for Admission pro hac vice for Kenneth B. Weckstein (related document(s) 135) Signed on 9/17/2026. (NAB)Modified on 9/17/2026 (nab). (Entered: 09/17/2026)
09/17/2026	139 (2 pgs)	Order Granting Motion for Admission pro hac vice of Tristan Axelrod. (Related Doc # 136) Signed on 9/17/2026. (NWW) (Entered: 09/17/2026)
09/17/2026	140 (2 pgs)	Order Granting Motion for Admission pro hac vice of Jessica Y. Liong. (Related Doc # 137) Signed on 9/17/2026. (NWW) (Entered: 09/17/2026)
09/17/2026	141 (15 pgs; 3 docs)	Certification of Counsel *Regarding Order (I) Compelling the Defense Logistics Agency to Perform Under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief* (related document(s)102, 124) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Debtors' Proposed Order # 2 Exhibit B - Blackline Against DLA's Proposed Order) (Dean, G.) (Entered: 09/17/2026)
09/17/2026	142 (13 pgs)	Certification of Counsel *regarding Proposed Order on Debtors' motion to compel* Filed by UNITED STATES OF AMERICA. (Gesmundo, Alastair) (Entered: 09/17/2026)
09/17/2026	143 (3 pgs)	Notice of Appearance. Filed by One Marina Owner (DE) LLC, Oxford Properties Group. (Edmonson, Jamie) (Entered: 09/17/2026)
09/17/2026		Attorney Amanda Paige Donato and Jamie Lynne Edmonson for One Marina Owner (DE) LLC and Oxford Properties Group added to case Filed by One Marina Owner (DE) LLC, Oxford Properties Group. (Edmonson, Jamie) (Entered: 09/17/2026)
09/17/2026	144 (2 pgs)	Notice of Hearing *(Notice of Status Conference) (via Zoom).* Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/18/2026 at 01:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. (Dougherty, Jack) (Entered: 09/17/2026)
09/17/2026	145 (11 pgs)	Certificate of Service *re: Notice of Status Conference* (related document(s)144) Filed by Kurtzman Carson Consultants, LLC dba Verita

		Global. (Kass, Albert) (Entered: 09/17/2026)
09/18/2026	146 (3 pgs)	Notice of Appearance. Filed by San Diego Die Cutting, Inc.. (Shrum, Jack) (Entered: 09/18/2026)
09/18/2026	147 (12 pgs; 2 docs)	Certification of Counsel *Regarding Order Approving Stipulation Regarding Automatic Stay and Limited Amendment of Pending State Court Complaint.* Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Proposed Order) (Dougherty, Jack) (Entered: 09/18/2026)
09/18/2026	148 (1 pg)	Court Date & Time [09/18/2026 12:59:56 PM]. File Size [3020 KB]. Run Time [00:13:00]. (admin). (Entered: 09/18/2026)
09/18/2026	149 (1 pg)	Hearing Held/Zoom Registration Sheet (related document(s)144) (TMM) (Entered: 09/18/2026)
09/18/2026	150	Request for Transcript of hearing held on *September 18, 2026* received. To obtain a copy of this transcript, contact the Court Reporter/Transcriber *Reliable Companies*, Telephone number *3026548080* (RE: related document(s) 144). (Reliable Companies) (Entered: 09/18/2026)
09/18/2026	151 (4 pgs)	Order (related document(s) 102) Signed on 9/18/2026. (NAB) (Entered: 09/18/2026)
09/18/2026	152 (3 pgs)	Supplemental Certificate of Service *re Notice of Chapter 11 Bankruptcy Case* (related document(s)83) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/18/2026)
09/21/2026	153 (2 pgs)	Notice of Appearance. Filed by IMPRES Technology Solutions, Inc.. (Landon, James) (Entered: 09/21/2026)
09/22/2026	154	Transcript regarding Hearing Held 09/16/26 RE: Enforcing the Automatic Stay. Remote electronic access to the transcript is restricted until 12/21/2026. The transcript may be viewed at the Bankruptcy Court Clerk's Office. For information about how to obtain a transcript, call the Clerk's Office or Contact the Court Reporter/Transcriber, Reliable, at Telephone number 302-654-8080. Notice of Intent to Request Redaction Deadline Due By 9/29/2026. Redaction Request Due By 10/13/2026. Redacted Transcript Submission Due By 10/23/2026. Transcript access will be restricted through 12/21/2026. (ALD) (Entered: 09/22/2026)
09/22/2026	155	Transcript regarding Hearing Held 09/18/26 RE: Court's Ruling. Remote electronic access to the transcript is restricted until 12/21/2026. The transcript may be viewed at the Bankruptcy Court Clerk's Office. For information about how to obtain a transcript, call the Clerk's Office or Contact the Court Reporter/Transcriber, Reliable, at Telephone number 302-654-8080. Notice of Intent to Request Redaction Deadline Due By 9/29/2026. Redaction Request Due By 10/13/2026. Redacted Transcript Submission Due By 10/23/2026. Transcript access will be restricted through 12/21/2026. (ALD) (Entered: 09/22/2026)
09/22/2026	156 (17 pgs; 2 docs)	Chapter 11 Monthly Operating Report for the Month Ending: 08/31/2026 Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Supporting Documentation) (Reilley, Patrick) (Entered: 09/22/2026)

09/22/2026	157 (12 pgs)	Chapter 11 Monthly Operating Report for Case Number 26-11370 - COTS Solutions, LLC for the Month Ending: 08/31/2026 (related document(s)156) Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 09/22/2026)
09/22/2026	158 (12 pgs)	Chapter 11 Monthly Operating Report for Case Number 26-11371 - Federal Resources Supply Company, LLC for the Month Ending: 08/31/2026 (related document(s)156) Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 09/22/2026)
09/22/2026	159 (12 pgs)	Chapter 11 Monthly Operating Report for Case Number 26-11372 - FRS Holdings, LLC for the Month Ending: 08/31/2026 (related document(s)156) Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 09/22/2026)
09/22/2026	160 (17 pgs; 2 docs)	Chapter 11 Monthly Operating Report for Case Number 26-11373 - K.D. Analytical Consulting, LLC for the Month Ending: 08/31/2026 (related document(s)156) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Supporting Documentation) (Reilley, Patrick) (Entered: 09/22/2026)
09/22/2026	161 (12 pgs)	Chapter 11 Monthly Operating Report for Case Number 26-11374 - KDA Acquisition, LLC for the Month Ending: 08/31/2026 (related document(s)156) Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 09/22/2026)
09/22/2026	162 (12 pgs)	Chapter 11 Monthly Operating Report for Case Number 26-11375 - Noble Defense Corporation for the Month Ending: 08/31/2026 (related document(s)156) Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 09/22/2026)
09/22/2026	163 (12 pgs)	Chapter 11 Monthly Operating Report for Case Number 26-11376 - Noble Equity Holdings, LLC for the Month Ending: 08/31/2026 (related document(s)156) Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 09/22/2026)
09/22/2026	164 (12 pgs)	Chapter 11 Monthly Operating Report for Case Number 26-11377 - Noble.com, LLC for the Month Ending: 08/31/2026 (related document(s)156) Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 09/22/2026)
09/22/2026	165 (12 pgs)	Chapter 11 Monthly Operating Report for Case Number 26-11378 - Noble Mission Support, LLC for the Month Ending: 08/31/2026 (related document(s)156) Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 09/22/2026)
09/22/2026	166 (12 pgs)	Chapter 11 Monthly Operating Report for Case Number 26-11379 - Tactical & Survival Specialties, LLC for the Month Ending: 08/31/2026 (related document(s)156) Filed by Noble Supply & Logistics, LLC. (Reilley, Patrick) (Entered: 09/22/2026)
09/22/2026	167 (11 pgs)	Certificate of Service *re: Order re: Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform Under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief* (related

		document(s)151) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/22/2026)
09/23/2026	168 (2 pgs)	Motion to Appear pro hac vice *of August Nelson Dinwiddie*. Receipt Number 5071570, Filed by Committee of Unsecured Creditors. (Waxman, Jeffrey) (Entered: 09/23/2026)
09/23/2026	169 (2 pgs)	Order Granting Motion for Admission pro hac vice of August Nelson Dinwiddie. (Related Doc # 168) Signed on 9/23/2026. (NWW) (Entered: 09/23/2026)
09/24/2026	170 (6 pgs)	Reservation of Rights *of the Official Committee of Unsecured Creditors in Connection with the Debtors' Cash Collateral and Bid Procedures Motions* (related document(s)13, 73) Filed by Committee of Unsecured Creditors. (Waxman, Jeffrey) (Entered: 09/24/2026)
09/24/2026	171 (1 pg)	Notice of Appointment of Creditors' Committee *Amended Notice of Appointment of Creditors' Committee* Filed by U.S. Trustee. (Casey, Linda) (Entered: 09/24/2026)
09/24/2026	172 (6 pgs)	Certificate of Service *re: Documents Served on September 22, 2026* (related document(s)156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/24/2026)
09/24/2026	173 (2 pgs)	Notice of Appearance. Filed by Three Four Three, LLC. (Joyce, Michael) (Entered: 09/24/2026)
09/24/2026	174 (19 pgs; 3 docs)	Certification of Counsel *Regarding Revised Proposed Final Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Objections by Utility Companies, (III) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Service, and (IV) Granting Related Relief* (related document(s)6, 75) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Final Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 09/24/2026)
09/24/2026	175 (13 pgs; 3 docs)	Certification of Counsel *Regarding Revised Proposed Final Order (I) Authorizing the Debtors to (A) Redact Certain Personally Identifiable Information of Individuals, and (B) Serve Parties in Interest by Email, and (II) Granting Related Relief* (related document(s)7, 70) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Final Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 09/24/2026)
09/24/2026	176 (15 pgs; 3 docs)	Certification of Counsel *Regarding Revised Proposed Final Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief* (related document(s)8, 76) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Final Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 09/24/2026)
09/24/2026	177 (13 pgs; 3 docs)	Certification of Counsel *Regarding Revised Proposed Final Order (I) Authorizing the Debtors to (A) Maintain Insurance Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, and (C) Continue to Pay Broker Fees, and (II) Granting Related Relief* (related document(s)9, 71) Filed by Noble Supply & Logistics, LLC.

		(Attachments: # 1 Exhibit A - Revised Proposed Final Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 09/24/2026)
09/24/2026	178 (15 pgs; 3 docs)	Certification of Counsel *Regarding Revised Proposed Final Order (A) Authorizing, But Not Directing, the Debtors to (I) Pay Prepetition Wages, Compensation, Employee Benefits, and Other Employee Obligations, (II) Continue Certain Employee Benefit Programs in the Ordinary Course, (B) Authorizing All Banks to Honor Prepetition Checks for Payment of Prepetition Employee Obligations, and (C) Granting Related Relief* (related document(s)10, 77) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Final Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 09/24/2026)
09/24/2026	179 (19 pgs; 3 docs)	Certification of Counsel *Regarding Revised Proposed Final Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims of Certain Critical Vendors and Lien Claimants, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* (related document(s)11, 72) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Final Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 09/24/2026)
09/24/2026	180 (28 pgs; 3 docs)	Certification of Counsel *Regarding Revised Proposed Final Order (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting a Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (III) Granting Related Relief* (related document(s)12, 78) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Final Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 09/24/2026)
09/24/2026	181 (13 pgs; 3 docs)	Certification of Counsel *Regarding Revised Proposed Order Authorizing and Directing the Debtors and any Committee Appointed in these Cases to File Under Seal the Names of Certain Confidential Parties in Interest Related to Estate Professional Retention Applications* (related document(s)88) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 09/24/2026)
09/24/2026	182 (37 pgs; 3 docs)	Certification of Counsel *Regarding Revised Proposed Order (I) Establishing Procedures for Sale or Other Disposition of Certain Miscellaneous Assets Free and Clear of All Liens, Claims, Interests and Encumbrances and (II) Granting Related Relief* (related document(s)110) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 09/24/2026)
09/24/2026	183 (19 pgs; 3 docs)	Certification of Counsel *Regarding Revised Proposed Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals and (II) Granting Related Relief* (related document(s)111) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 09/24/2026)
09/24/2026	184 (12 pgs; 3 docs)	Certification of Counsel *Regarding Revised Proposed Order (I) Authorizing Debtors to Honor Certain Prepetition Obligations Related to Customer Deposits and (II) Granting Related Relief* (related document(s)112) Filed by Noble Supply & Logistics, LLC.

		(Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 09/24/2026)
09/24/2026	185 (33 pgs; 3 docs)	Certification of Counsel *Regarding Revised Proposed Order (I) Authorizing Debtors to Retain and Compensate Professionals Utilized in the Ordinary Course of Business and (II) Granting Related Relief* (related document(s)115) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 09/24/2026)
09/24/2026	186 (157 pgs; 3 docs)	Exhibit(s) *(Notice of Filing of Revised Proposed Bidding Procedures Order)* (related document(s)91, 92) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 09/24/2026)
09/24/2026	187 (3 pgs)	Exhibit(s) *(Debtors' Witness and Exhibit List for Hearing Scheduled for September 28, 2026 at 11:00 a.m. (Eastern Time)).* Filed by Noble Supply & Logistics, LLC. (Dougherty, Jack) (Entered: 09/24/2026)
09/24/2026	188 (152 pgs; 3 docs)	Exhibit(s) *(Notice of Filing of Proposed Second Interim Cash Collateral Order)* (related document(s)13, 73) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Proposed Second Interim Cash Collateral Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 09/24/2026)
09/24/2026	189 (12 pgs)	Notice of Agenda of Matters Scheduled for Hearing Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/28/2026 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. (Dougherty, Jack) (Entered: 09/24/2026)
09/25/2026	190 (3 pgs)	Notice of Appearance. Filed by GJB and Associates LLC. (Flasser, Gregory) (Entered: 09/25/2026)
09/25/2026		Attorney M. Blake Cleary and Gregory Joseph Flasser for GJB and Associates LLC, Gregory J. Flasser and Gregory Joseph Flasser for GJB and Associates LLC added to case Filed by GJB and Associates LLC. (Flasser, Gregory) (Entered: 09/25/2026)
09/25/2026	191 (226 pgs; 4 docs)	Certification of Counsel *Regarding Revised Proposed Second Interim Order (I) Authorizing Limited Use of Cash Collateral, (II) Granting Adequate Protection Liens and Superpriority Administrative Expense Claims to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (related document(s)13, 14, 73, 170, 188) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Second Interim Order # 2 Exhibit B - Cumulative Blackline Against Interim Order # 3 Exhibit C - Incremental Blackline Against Second Interim Order) (Dougherty, Jack) (Entered: 09/25/2026)
09/25/2026	192 (2 pgs)	Notice of Appearance. Filed by Crestwood Technology Group, LLC. (Gellert, Ronald) (Entered: 09/25/2026)
09/25/2026	193 (233 pgs; 4 docs)	Certification of Counsel *Regarding Revised Proposed Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving*

		Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief (related document(s)91, 92, 170, 186) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Bidding Procedures Order # 2 Exhibit B - Cumulative Blackline Against Proposed Bidding Procedures Order # 3 Exhibit C - Incremental Blackline Against Revised Proposed Bidding Procedures Order) (Dougherty, Jack) (Entered: 09/25/2026)
09/25/2026	194 (1 pg)	Request for Service of Notices. Filed by TN Dept of Revenue. (McCloud, Laura) (Entered: 09/25/2026)
09/25/2026	195	[SEALED] Motion to Approve *(Debtors' Motion for Entry of an Order Approving (I) Key Employee Retention Plan and (II) Key Executive Incentive Plan).* Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 10/16/2026 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. Objections due by 10/9/2026. (Attachments: # 1 Notice of Motion # 2 Exhibit A - Proposed Order # 3 Exhibit B - KERP Participants # 4 Exhibit C - KEIP Participants) (Alberto, Justin) (Entered: 09/25/2026)
09/25/2026	196 (10 pgs)	Declaration *of Robert Albergotti, Chief Transformation Officer of Noble Equity Holdings, LLC in Support of Debtors' Motion for Entry of an Order Approving (I) Key Employee Retention Plan and (II) Key Executive Incentive Plan* (related document(s)195) Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/25/2026)
09/25/2026	197	[SEALED] Application/Motion to Employ/Retain Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of August 30, 2026 Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 10/16/2026 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. Objections due by 10/9/2026. (Attachments: # 1 Notice of Application # 2 Exhibit A - Proposed Order # 3 Exhibit B - Nash Declaration # 4 Exhibit C - Albergotti Declaration) (Alberto, Justin) (Entered: 09/25/2026)
09/25/2026	198 (99 pgs; 5 docs)	(REDACTED) *(Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of August 30, 2026)* (related document(s)197) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Notice of Application # 2 Exhibit A - Proposed Order # 3 Exhibit B - Nash Declaration # 4 Exhibit C - Albergotti Declaration) (Alberto, Justin) (Entered: 09/25/2026)
09/25/2026	199	[SEALED] Application/Motion to Employ/Retain Cole Schotz P.C. as Co-Counsel for the Debtors Effective as of the Petition Date Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 10/16/2026 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. Objections due by 10/9/2026. (Attachments: # 1 Notice of Application # 2 Exhibit A - Proposed Order # 3 Exhibit B - Alberto Declaration # 4 Exhibit C - Albergotti Declaration) (Alberto, Justin) (Entered: 09/25/2026)
09/25/2026	200 (42 pgs; 5 docs)	(REDACTED) *(Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Cole Schotz P.C. as Co-Counsel for the Debtors Effective as of the Petition Date)* (related document(s)199) Filed

		by Noble Supply & Logistics, LLC. (Attachments: # 1 Notice of Application # 2 Exhibit A - Proposed Order # 3 Exhibit B - Alberto Declaration # 4 Exhibit C - Albergotti Declaration) (Alberto, Justin) (Entered: 09/25/2026)
09/25/2026	201	[SEALED] Application/Motion to Employ/Retain Triple P TRS, LLC as to Provide (A) Robert Albergotti as Chief Transformation Officer and (B) Additional Personnel, as Necessary, Effective as of the Petition Date and (II) Granting Related Relief Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 10/16/2026 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. Objections due by 10/9/2026. (Attachments: # 1 Notice of Application # 2 Exhibit A - Proposed Order # 3 Exhibit B - Engagement Letter # 4 Exhibit C - Albergotti Declaration) (Alberto, Justin) (Entered: 09/25/2026)
09/25/2026	202 (69 pgs; 5 docs)	(REDACTED) *(Debtors' Application for Entry of an Order (I) Authorizing the Debtors to Employ and Retain Triple P TRS, LLC to Provide (A) Robert Albergotti as Chief Transformation Officer and (B) Additional Personnel, as Necessary, Effective as of the Petition Date and (II) Granting Related Relief)* (related document(s)201) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Notice of Application # 2 Exhibit A - Proposed Order # 3 Exhibit B - Engagement Letter # 4 Exhibit C - Albergotti Declaration) (Alberto, Justin) (Entered: 09/25/2026)
09/25/2026	203	[SEALED] Application/Motion to Employ/Retain Kurtzman Carson Consultants LLC, dba Verita Global as Administrative Advisor Effective as of the Petition Date Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 10/16/2026 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. Objections due by 10/9/2026. (Attachments: # 1 Notice of Application # 2 Exhibit A - Proposed Order # 3 Exhibit B - Gershbein Declaration) (Alberto, Justin) (Entered: 09/25/2026)
09/25/2026	204 (45 pgs; 4 docs)	(REDACTED) *(Debtors' Application for Authorization to Employ and Retain Kurtzman Carson Consultants LLC, dba Verita Global as Administrative Advisor Effective as of the Petition Date)* (related document(s)203) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Notice of Application # 2 Exhibit A - Proposed Order # 3 Exhibit B - Gershbein Declaration) (Alberto, Justin) (Entered: 09/25/2026)
09/25/2026	205 (12 pgs)	Certificate of Service *re: Documents Served on September 24, 2026* (related document(s)186, 187, 188, 189) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/25/2026)
09/26/2026	206 (7 pgs)	Final Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Objections by Utility Companies, (III) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Service, and (IV) Granting Related Relief. (related document(s)6, 6,174) Signed on 9/26/2026. (NWW) (Entered: 09/26/2026)
09/26/2026	207 (4 pgs)	Final Order Final Order (I) Authorizing the Debtors to (A) Redact Certain Personally Identifiable Information of Individuals, and (B) Serve Parties

		in Interest by Email, and (II) Granting Related Relief. (related document(s)7, 175) Signed on 9/26/2026. (NWW) (Entered: 09/26/2026)
09/26/2026	208 (5 pgs)	Final Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief. (related document(s)8, 176) Signed on 9/26/2026. (NWW) (Entered: 09/26/2026)
09/26/2026	209 (4 pgs)	Final Order (I) Authorizing the Debtors to (A) Maintain Insurance Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, and (C) Continue to Pay Broker Fees, and (II) Granting Related Relief. (related document(s)9, 177) Signed on 9/26/2026. (NWW) (Entered: 09/26/2026)
09/26/2026	210 (5 pgs)	Final Order (A) Authorizing, But Not Directing, the Debtors to (I) Pay Prepetition Wages, Compensation, Employee Benefits, and Other Employee Obligations, (II) Continue Certain Employee Benefit Programs in the Ordinary Course, (B) Authorizing All Banks to Honor Prepetition Checks for Payment of Prepetition Employee Obligations, and (C) Granting Related Relief. (related document(s)10, 178) Signed on 9/26/2026. (NWW) (Entered: 09/26/2026)
09/26/2026	211 (7 pgs)	Final Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims of Certain Critical Vendors and Lien Claimants, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief. (related document(s)11, 179) Signed on 9/26/2026. (NWW) (Entered: 09/26/2026)
09/26/2026	212 (11 pgs)	Final Order (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting a Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (III) Granting Related Relief. (related document(s)12, 180) Signed on 9/26/2026. (NWW) (Entered: 09/26/2026)
09/26/2026	213 (4 pgs)	Order Authorizing and Directing the Debtors and any Committee Appointed in these Cases to File Under Seal the Names of Certain Confidential Parties in Interest Related to Estate Professional Retention Applications. (related document(s)88, 181) Signed on 9/26/2026. (NWW) (Entered: 09/26/2026)
09/26/2026	214 (16 pgs; 3 docs)	Order (I) Establishing Procedures for Sale or Other Disposition of Certain Miscellaneous Assets Free and Clear of All Liens, Claims, Interests and Encumbrances and (II) Granting Related Relief (related document(s) 110, 182) Signed on 9/26/2026. (Attachments: # 1 Exhibit 1 - Proposed Sale Order # 2 Exhibit 2 - Miscellaneous Asset Sale Notice) (NAB) (Entered: 09/26/2026)
09/26/2026	215 (7 pgs)	Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals and (II) Granting Related Relief (related document(s)111, 183) Signed on 9/26/2026. (NAB) (Entered: 09/26/2026)
09/26/2026	216 (4 pgs)	Order (I) Authorizing Debtors to Honor Certain Prepetition Obligations Related to Customer Deposits and (II) Granting Related Relief (related

		document(s) 112, 184) Signed on 9/26/2026. (NAB) (Entered: 09/26/2026)
09/26/2026	217 (14 pgs; 4 docs)	Order (I) Authorizing Debtors to Retain and Compensate Professionals Utilized in the Ordinary Course of Business and (II) Granting Related Relief (related document(s) 115, 185) Signed on 9/26/2026. (Attachments: # 1 Exhibit 1 - Form of Declaration of Disinterestedness # 2 Schedule 1 # 3 Schedule 2) (NAB) (Entered: 09/26/2026)
09/26/2026	218 (74 pgs; 3 docs)	Second Interim Order (I) Authorizing Limited Use of Cash Collateral, (II) Granting Adequate Protection Liens and Superpriority Administrative Expense Claims to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (related document(s)13, 73, 191) Signed on 9/26/2026. (Attachments: # 1 Exhibit 1 - Initial Budget # 2 Exhibit 2 - Milestones) (NAB) (Entered: 09/26/2026)
09/26/2026	219 (75 pgs; 5 docs)	Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related (related document(s)91, 92, 193) Signed on 9/26/2026. (Attachments: # 1 Exhibit 1 - Bidding Procedures # 2 Exhibit 2 - Sale Notice # 3 Exhibit 3 - Assumption and Assignment Notice # 4 Exhibit 4 - Stalking Horse Notice) (NAB) (Entered: 09/26/2026)
09/26/2026	220 (14 pgs)	Amended HEARING CANCELLED. Notice of Agenda of Matters not going forward. The following hearing has been cancelled. Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 9/28/2026 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. (Dougherty, Jack) (Entered: 09/26/2026)
09/28/2026	221 (3 pgs)	Notice of Appearance. Filed by Nominal, Inc.. (Flasser, Gregory) (Entered: 09/28/2026)
09/28/2026		Attorney Jeremy W. Ryan and Gregory Joseph Flasser for Nominal, Inc. added to case Filed by Nominal, Inc.. (Flasser, Gregory) (Entered: 09/28/2026)
09/28/2026	222 (700 pgs)	Schedules/Statements filed: Sch A-B, Sch D, Sch E-F, Sch G, Sch H, , *Sum of Assets and Liabilities, Decl Concerning Debtors Schs,. Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	223 (108 pgs)	Schedules/Statements filed: , *Stmt of Financial Affairs,. Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	224 (50 pgs)	Schedules/Statements filed: Sch A-B, Sch D, Sch E-F, Sch G, Sch H, , *Sum of Assets and Liabilities, Decl Concerning Debtors Schs,. COTS Solutions, LLC (26-11370). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	225 (42 pgs)	Schedules/Statements filed: , *Stmt of Financial Affairs,. COTS Solutions, LLC (26-11370). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*

09/28/2026	226 (126 pgs)	Schedules/Statements filed: Sch A-B, Sch D, Sch E-F, Sch G, Sch H, , *Sum of Assets and Liabilities, Decl Concerning Debtors Schs,. Federal Resources Supply Company, LLC (26-11371). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	227 (43 pgs)	Schedules/Statements filed: , *Stmt of Financial Affairs,. Federal Resources Supply Company, LLC (26-11371). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	228 (50 pgs)	Schedules/Statements filed: Sch A-B, Sch D, Sch E-F, Sch G, Sch H, , *Sum of Assets and Liabilities, Decl Concerning Debtors Schs,. FRS Holdings, LLC (26-11372). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	229 (43 pgs)	Schedules/Statements filed: , *Stmt of Financial Affairs,. FRS Holdings, LLC (26-11372). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	230 (81 pgs)	Schedules/Statements filed: Sch A-B, Sch D, Sch E-F, Sch G, Sch H, , *Sum of Assets and Liabilities, Decl Concerning Debtors Schs,. K.D. Analytical Consulting, LLC (26-11373). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	231 (44 pgs)	Schedules/Statements filed: , *Stmt of Financial Affairs,. K.D. Analytical Consulting, LLC (26-11373). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	232 (50 pgs)	Schedules/Statements filed: Sch A-B, Sch D, Sch E-F, Sch G, Sch H, , *Sum of Assets and Liabilities, Decl Concerning Debtors Schs,. KDA Acquisition, LLC (26-11374). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	233 (43 pgs)	Schedules/Statements filed: , *Stmt of Financial Affairs,. KDA Acquisition, LLC (26-11374). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	234 (50 pgs)	Schedules/Statements filed: Sch A-B, Sch D, Sch E-F, Sch G, Sch H, , *Sum of Assets and Liabilities, Decl Concerning Debtors Schs,. Noble Defense Corp. (26-11375). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	235 (42 pgs)	Schedules/Statements filed: , *Stmt of Financial Affairs,. Noble Defense Corp. (26-11375). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	236 (51 pgs)	Schedules/Statements filed: Sch A-B, Sch D, Sch E-F, Sch G, Sch H, , *Sum of Assets and Liabilities, Decl Concerning Debtors Schs,. Noble Equity Holdings, LLC (26-11376). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	237 (43 pgs)	Schedules/Statements filed: , *Stmt of Financial Affairs,. Noble Equity Holdings, LLC (26-11376). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*

09/28/2026	238 (50 pgs)	Schedules/Statements filed: Sch A-B, Sch D, Sch E-F, Sch G, Sch H, , *Sum of Assets and Liabilities, Decl Concerning Debtors Schs,. Noble Mission Support, LLC (26-11378). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	239 (42 pgs)	Schedules/Statements filed: , *Stmt of Financial Affairs,. Noble Mission Support, LLC (26-11378). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	240 (51 pgs)	Schedules/Statements filed: Sch A-B, Sch D, Sch E-F, Sch G, Sch H, , *Sum of Assets and Liabilities, Decl Concerning Debtors Schs,. Noble.com, LLC (26-11377). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	241 (43 pgs)	Schedules/Statements filed: , *Stmt of Financial Affairs,. Noble.com, LLC (26-11377). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	242 (59 pgs)	Schedules/Statements filed: Sch A-B, Sch D, Sch E-F, Sch G, Sch H, , *Sum of Assets and Liabilities, Decl Concerning Debtors Schs,. Tactical and Survival Specialties, LLC (26-11379). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/28/2026	243 (42 pgs)	Schedules/Statements filed: , *Stmt of Financial Affairs,. Tactical and Survival Specialties, LLC (26-11379). Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 09/28/2026)*
09/29/2026	244 (1 pg)	Motion to Appear pro hac vice *of Matthew Rochman*. Receipt Number 5076558, Filed by Crestwood Technology Group, LLC. (Gellert, Ronald) (Entered: 09/29/2026)
09/29/2026	245 (30 pgs; 2 docs)	Certification of Counsel *Regarding Stipulation and Protective Order.* Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Proposed Order) (Alberto, Justin) (Entered: 09/29/2026)
09/29/2026	246 (1 pg)	Order Granting Motion for Admission pro hac vice for Matthew Rochman. (related document(s)244) Order Signed on 9/29/2026. (NAB) (Entered: 09/29/2026)
09/29/2026	247 (26 pgs; 2 docs)	Order Approving Stipulation and Protective Order (related document(s) 245) Signed on 9/29/2026. (Attachments: # 1 Exhibit 1 - Stipulation and Protective Order) (NAB) (Entered: 09/29/2026)
09/29/2026	248 (11 pgs; 5 docs)	Motion for Payment of Administrative Expenses/Claims . Filed by Midwest Pressure Systems, Inc.. Hearing scheduled for 10/16/2026 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. Objections due by 10/9/2026. (Attachments: # 1 Notice # 2 Exhibit A # 3 Exhibit B # 4 Certificate of Service) (Mann, Kevin) (Entered: 09/29/2026)
09/29/2026	249 (14 pgs; 3 docs)	Motion to File Under Seal *(Debtors' Motion for Order Authorizing Debtors to Redact and File Under Seal Certain Information in the Debtors' Motion for an Order (I) Approving Key Employee Retention Plan and (II) Key Executive Incentive Plan).* Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 10/16/2026 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington,

		Delaware. Objections due by 10/9/2026. (Attachments: # 1 Notice of Motion # 2 Exhibit A - Proposed Order) (Alberto, Justin) (Entered: 09/29/2026)
09/29/2026	250 (29 pgs; 3 docs)	(REDACTED) *Debtors' Motion for Entry of an Order Approving (I) Key Employee Retention Plan and (II) Key Executive Incentive Plan* (related document(s)195, 249) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Notice of Motion # 2 Exhibits A - C) (Alberto, Justin) (Entered: 09/29/2026)
09/29/2026	251 (6 pgs)	Exhibit(s) *(Notice of Sale, Bidding Procedures, Auction, Sale Hearing and Other Deadlines Related Thereto)* (related document(s)219) Filed by Noble Supply & Logistics, LLC. (Dougherty, Jack) (Entered: 09/29/2026)
09/29/2026	252 (14 pgs; 2 docs)	Exhibit(s) *(Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With Sale of Substantially All Assets)* (related document(s)219) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Schedule 1) (Dougherty, Jack) (Entered: 09/29/2026)
09/29/2026	253 (8 pgs)	Certificate of Service *re: Documents Served on September 25, 2026* (related document(s)198, 200, 202, 204) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/29/2026)
09/29/2026	254 (34 pgs)	Certificate of Service *re: Documents Served on or Before September 28, 2026* (related document(s)206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/29/2026)
09/29/2026	255 (11 pgs)	Certificate of Service *re: Documents Served on September 29, 2026* (related document(s)196, 247, 249, 250) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/29/2026)
09/30/2026	256	Minute Sheet 341 Meeting Held and Continued *Zoom Hearing: Meeting ID 160 0079 1008 Passcode: 3059184726* Filed by U.S. Trustee. 341(a) meeting to be held on 10/14/2026 at 10:00 AM at Virtual Hearing: Refer to Notice of Zoom Hearing. (Casey, Linda) (Entered: 09/30/2026)
09/30/2026	257 (2 pgs)	The upcoming 341(a) meeting is scheduled to be held by Zoom. To join the meeting: Meeting ID: *160 0079 1008* ; Passcode: *3059184726* ; Phone: *646 828 7666*. Filed by U.S. Trustee. (Casey, Linda) (Entered: 09/30/2026)
09/30/2026	258 (3 pgs)	Supplemental Certificate of Service *re Notice of Chapter 11 Bankruptcy Case* (related document(s)83) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 09/30/2026)
10/01/2026	259 (3 pgs)	Notice of Appearance. Filed by UNITED STATES OF AMERICA. (Soulard, Louisa) (Entered: 10/01/2026)
10/01/2026	260 (163 pgs)	Certificate of Service *re: 1) Notice of Sale, Bidding Procedures, Auction, Sale Hearing and Other Deadlines Related Thereto; and 2) Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially*

		All Assets (related document(s)251, 252) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 10/01/2026)
10/02/2026	261 (8 pgs; 2 docs)	Order Approving Stipulation Regarding Automatic Stay and Limited Amendment of Pending State Court Complaint. (related document(s) 147) Signed on 10/2/2026. (Attachments: # 1 Exhibit 1 - Stipulation) (NAB) (Entered: 10/02/2026)
10/02/2026	262 (47 pgs; 3 docs)	Motion to Approve *(Debtors' Motion for Order (I) Establishing Bar Dates for Filing Claims Against the Debtors and (II) Approving Form and Manner of Notice Thereof).* Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 10/16/2026 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. Objections due by 10/9/2026. (Attachments: # 1 Notice of Motion # 2 Exhibit A - Proposed Order) (Alberto, Justin) (Entered: 10/02/2026)
10/02/2026	263 (8 pgs; 2 docs)	Notice of Appeal . Fee Amount $298. (related document(s)151) Appellants listed as: United States of America. Appellees listed as: Debtors. Filed by UNITED STATES OF AMERICA. BAP# [26-56] (Attachments: # 1 Exhibit) (Soulard, Louisa) (Entered: 10/02/2026)
10/02/2026	264 (13 pgs)	Declaration *(First Supplemental Declaration of Patrick J. Nash, Jr. in Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of August 30, 2026)* (related document(s)197, 198) Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 10/02/2026)
10/02/2026	265 (2 pgs)	Certificate of Service (related document(s)263) Filed by UNITED STATES OF AMERICA. (Soulard, Louisa) (Entered: 10/02/2026)
10/05/2026	266	Receipt of filing fee for Notice of Appeal (Ap)(26-11369-CTG) [appeal,ntcapl] (298.00). Receipt Number Exempt, amount $ 298.00. (Hollis) (Entered: 10/05/2026)
10/05/2026	267 (9 pgs; 3 docs)	Transmittal of Record on Appeal to District Court Appeal Tickle due by: 10/13/2026. (Attachments: # 1 Appeal # 2 Order) (related document(s)151, 263) BAP# [26-56] (GM) (Entered: 10/05/2026)
10/05/2026	268 (1 pg)	Notice of Docketing Record on Appeal to District Court. Civil Action Number:26-1279 ; BAP Number: 26-56. (related document(s)263, 267) (KR) (Entered: 10/05/2026)
10/06/2026	269 (3 pgs)	Notice of Appearance. Filed by J.F. Taylor, Inc.. (Flasser, Gregory) (Entered: 10/06/2026)
10/06/2026		Attorney Jeremy W. Ryan and Gregory Joseph Flasser for J.F. Taylor, Inc. added to case Filed by J.F. Taylor, Inc.. (Flasser, Gregory) (Entered: 10/06/2026)
10/06/2026	270 (4 pgs; 2 docs)	Certification of Counsel *Regarding Proposed Order Scheduling Omnibus Hearing Date.* Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Proposed Order) (Dougherty, Jack) (Entered: 10/06/2026)

10/06/2026	271 (1 pg)	Order Scheduling Omnibus Hearing Date. (Related document(s) 270) Omnibus Hearing scheduled for 10/28/2026 at 11:00 AM US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. Signed on 10/6/2026. (NAB) (Entered: 10/06/2026)
10/06/2026	272 (14 pgs)	Adversary case 26-50885. Complaint by Noble Supply & Logistics, LLC against Defense Logistics Agency. Fee Amount $350 (11 (Recovery of money/property - 542 turnover of property)). AP Summons Served due date: 1/4/2027. (Dean, G.) (Entered: 10/06/2026)
10/07/2026	273 (4 pgs)	Supplemental Declaration *of Justin R. Alberto in Support of Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Cole Schotz P.C. as Co-Counsel for the Debtors Effective as of the Petition Date* (related document(s)199, 200) Filed by Noble Supply & Logistics, LLC. (Alberto, Justin) (Entered: 10/07/2026)
10/07/2026	274 (3 pgs)	Notice of Appearance. Filed by Textron Systems Corporation. (Flasser, Gregory) (Entered: 10/07/2026)
10/07/2026		Attorney Jeremy W. Ryan and Gregory Joseph Flasser for Textron Systems Corporation added to case Filed by Textron Systems Corporation. (Flasser, Gregory) (Entered: 10/07/2026)
10/07/2026	275 (2 pgs)	Notice of Hearing (related document(s)9) Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 10/8/2026 at 04:00 PM at Virtual Hearing: Refer to Notice of Zoom Hearing. (related document(s)6) (Reilley, Patrick) (Entered: 10/07/2026)
10/07/2026	276 (10 pgs; 2 docs)	Limited Objection *And Reservation Of Rights And Notice Regarding Contract Cure To Qualified Bidders Relative To Debtor's Cure Notice And Proposed Order Approving The Assumption And Assignment Of Executory Contracts And Unexpired Leases* (related document(s)91, 219, 252) Filed by Thermo Fisher Scientific (Attachments: # 1 Certificate of Service) (Hiller, Adam) (Entered: 10/07/2026)
10/07/2026	277 (15 pgs)	Certificate of Service *re 1) Order Approving Stipulation Regarding Automatic Stay and Limited Amendment of Pending State Court Complaint, 2) Debtors' Motion for Order (I) Establishing Bar Dates for Filing Claims Against the Debtors and (II) Approving Form and Manner of Notice Thereof, and 3) First Supplemental Declaration of Patrick J. Nash, Jr. in Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of August 30, 2026* (related document(s)261, 262, 264) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 10/07/2026)
10/07/2026	278 (10 pgs)	Certificate of Service *re: Order Scheduling Omnibus Hearing Date* (related document(s)271) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 10/07/2026)
10/07/2026	279 (6 pgs)	Supplemental Certificate of Service *re: Notice of Sale, Bidding Procedures, Auction, Sale Hearing and Other Deadlines Related Thereto* (related document(s)251) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 10/07/2026)

10/07/2026	280 (10 pgs)	Certificate of Service *re: Supplemental Declaration of Justin R. Alberto in Support of Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Cole Schotz P.C. as Co-Counsel for the Debtors Effective as of the Petition Date* (related document(s)273) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 10/07/2026)
10/07/2026	281 (5 pgs)	Supplemental Certificate of Service *re Notice of Chapter 11 Bankruptcy Case* (related document(s)83) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 10/07/2026)
10/08/2026	282 (3 pgs; 2 docs)	Notice of Service *re: JPMorgan Chase Bank, N.A.'s Written Responses and Objections to the Official Committee of Unsecured Creditors' Requests for Production of Documents* Filed by JP Morgan Chase Bank, N.A., as Prepetition ABL Agent. (Attachments: # 1 Certificate of Service) (Shapiro, Zachary) (Entered: 10/08/2026)
10/08/2026	283 (33 pgs; 3 docs)	Objection *to Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With Sale of Substantially All Assets* (related document(s)252) Filed by Paradise Pillows Inc (Attachments: # 1 Exhibit A # 2 Certificate of Service) (Manning, Margaret) (Entered: 10/08/2026)
10/08/2026	284 (5 pgs; 2 docs)	Objection *Objection of Airgas USA, LLC to Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* (related document(s)252) Filed by Airgas USA, LLC (Attachments: # 1 Certificate of Service) (Bifferato, Karen) (Entered: 10/08/2026)
10/08/2026	285	[SEALED] Application/Motion to Employ/Retain Brown Rudnick LLP as Counsel to the Official Committee of Unsecured Creditors Filed by Committee of Unsecured Creditors. Hearing scheduled for 10/28/2026 at 11:00 AM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. Objections due by 10/21/2026. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Notice) (Waxman, Jeffrey) (Entered: 10/08/2026)
10/08/2026	286	[SEALED] Application/Motion to Employ/Retain Morris James LLP as Co-Counsel to the Official Committee of Unsecured Creditors Filed by Committee of Unsecured Creditors. Hearing scheduled for 10/28/2026 at 11:00 AM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. Objections due by 10/21/2026. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Notice) (Waxman, Jeffrey) (Entered: 10/08/2026)
10/08/2026	287	[SEALED] Application/Motion to Employ/Retain FTI Consulting, Inc. as Financial Advisor to the Official Committee of Unsecured Creditors Filed by Committee of Unsecured Creditors. Hearing scheduled for 10/28/2026 at 11:00 AM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. Objections due by 10/21/2026. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Notice) (Waxman, Jeffrey) (Entered: 10/08/2026)

10/08/2026	288 (2 pgs)	Notice of Service of Discovery *Regarding Responses and Objections of Blue Torch Finance LLC to the Official Committee of Unsecured Creditors' Requests for the Production of Documents* Filed by Blue Torch Finance LLC (Hurst, David) (Entered: 10/08/2026)
10/08/2026	289 (44 pgs; 5 docs)	(REDACTED) *Application for Order Authorizing the Employment and Retention of Brown Rudnick LLP as Counsel for the Official Committee of Unsecured Creditors of Noble Supply & Logistics, LLC, et al. Nunc Pro Tunc to September 16, 2026* (related document(s)285) Filed by Committee of Unsecured Creditors. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Notice) (Waxman, Jeffrey) (Entered: 10/08/2026)
10/08/2026	290 (7 pgs; 2 docs)	Limited Objection *and Reservation of Rights of J.F. Taylor, Inc. to Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases* (related document(s)91, 219, 251, 252) Filed by J.F. Taylor, Inc. (Attachments: # 1 Certificate of Service) (Flasser, Gregory) (Entered: 10/08/2026)
10/08/2026	291 (36 pgs; 5 docs)	(REDACTED) *Application for Entry of an Order Authorizing the Retention and Employment of Morris James LLP as Co-Counsel to the Official Committee of Unsecured Creditors Effective as of September 16, 2026* (related document(s)286) Filed by Committee of Unsecured Creditors. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Notice) (Waxman, Jeffrey) (Entered: 10/08/2026)
10/08/2026	292 (30 pgs; 4 docs)	(REDACTED) *Application for an Order Authorizing the Retention and Employment of FTI Consulting, Inc. as Financial Advisor to the Official Committee of Unsecured Creditors Effective as of September 16, 2026* (related document(s)287) Filed by Committee of Unsecured Creditors. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Notice) (Waxman, Jeffrey) (Entered: 10/08/2026)
10/08/2026	293 (2 pgs)	Notice of Rescheduled Hearing *Time.* Hearing Originally Scheduled for October 28, 2026 at 11:00 a.m. has been rescheduled. Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 10/28/2026 at 02:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. (Dougherty, Jack) (Entered: 10/08/2026)
10/09/2026	294 (2 pgs)	Amended Notice of Hearing *on the Official Committee of Unsecured Creditors Professionals' Retention Applications* (related document(s)289, 291, 292) Filed by Committee of Unsecured Creditors. Hearing scheduled for 10/28/2026 at 02:00 PM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. Objections due by 10/21/2026. (Waxman, Jeffrey) (Entered: 10/09/2026)
10/09/2026	295 (26 pgs; 3 docs)	Response *and Reservation of Rights of Weatherproofing Technologies, Inc. to Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With Sale of Substantially All Assets* (related document(s)252) Filed by Weatherproofing Technologies, Inc. (Attachments: # 1 Exhibit A # 2 Certificate of Service) (Rosner, Frederick) (Entered: 10/09/2026)
10/09/2026	296 (8 pgs; 3 docs)	Objection *Objection of JDI Integrations, LLC to Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* (related document(s)91, 219, 252) Filed by JDI Integrations, LLC

		(Attachments: # 1 Exhibit A # 2 Certificate of Service) (Heilman, Leslie) (Entered: 10/09/2026)
10/09/2026	297 (16 pgs; 5 docs)	Objection *UNITED STATES OBJECTION TO NOTICE OF CURE COSTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SALE OF SUBSTANTIALLY ALL ASSETS* (related document(s)219, 252) Filed by UNITED STATES OF AMERICA (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Form of Order # 4 Certificate of Service) (Lamb, Ryan) (Entered: 10/09/2026)
10/09/2026	298 (2 pgs)	Notice of Service *of Responses and Objections to the Official Committee of Unsecured Creditors' Requests for the Production of Documents from Alter Domus (US) LLC, as Collateral Agent for the Prepetition Subordinated Note Holders* Filed by Alter Domus (US) LLC. (Mielke, Allison) (Entered: 10/09/2026)
10/09/2026	299 (20 pgs; 2 docs)	Objection *to Motion of Midwest Pressure Systems, Inc. for Allowance and Payment of Administrative Expense Claim* (related document(s)248) Filed by Noble Supply & Logistics, LLC (Attachments: # 1 Exhibit A - Albergotti Declaration) (Alberto, Justin) (Entered: 10/09/2026)
10/09/2026	300 (6 pgs; 2 docs)	Objection *of Teledyne to Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* (related document(s)252) Filed by FLIR Unmanned Aerial Systems ULC, FLIR Unmanned Aerial Systems AS, Teledyne FLIR Defense, LLC (Attachments: # 1 Certificate of Service) (Fallon, Brett) (Entered: 10/09/2026)
10/09/2026	301 (5 pgs; 2 docs)	Limited Objection *and Reservation of Rights of Rae Systems, Inc. to Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases* (related document(s)91, 219, 251, 252) Filed by Rae Systems, Inc. (Attachments: # 1 Certificate of Service) (Cousins, Scott) (Entered: 10/09/2026)
10/09/2026	302 (10 pgs)	Certificate of Service *re: Notice of Rescheduled Omnibus Hearing Time* (related document(s)293) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 10/09/2026)
10/09/2026	303 (3 pgs)	Supplemental Certificate of Service *re Notice of Chapter 11 Bankruptcy Case* (related document(s)83) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 10/09/2026)
10/12/2026	304 (6 pgs)	Supplemental Declaration *of Robert Albergotti, Chief Transformation Officer of Noble Equity Holdings, LLC in Support of Debtors' Motion for Entry of an Order Approving (I) Key Employee Retention Plan and (II) Key Executive Incentive Plan* (related document(s)195, 196) Filed by Noble Supply & Logistics, LLC. (Dougherty, Jack) (Entered: 10/12/2026)
10/12/2026	305 (5 pgs; 3 docs)	Exhibit(s) *(Notice of Filing Revised Redacted Exhibits to Debtors' Motion for Entry of an Order Approving (I) Key Employee Retention Plan and (II) Key Executive Incentive Plan)* (related document(s)195, 249, 250) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit B - KERP Participants # 2 Exhibit C - KEIP Participants) (Dougherty, Jack) (Entered: 10/12/2026)

10/12/2026	306 (2 pgs)	Certificate of No Objection *Regarding Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Cole Schotz P.C. as Co-Counsel for the Debtors Effective as of the Petition Date* (related document(s)199, 200) Filed by Noble Supply & Logistics, LLC. (Dougherty, Jack) (Entered: 10/12/2026)
10/12/2026	307 (2 pgs)	Certificate of No Objection *Regarding Debtors' Application for Authorization to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor Effective as of the Petition Date* (related document(s)203, 204) Filed by Noble Supply & Logistics, LLC. (Dougherty, Jack) (Entered: 10/12/2026)
10/12/2026	308 (50 pgs; 3 docs)	Certification of Counsel *Regarding Order (I) Establishing Bar Dates for Filing Claims Against the Debtors and (II) Approving Form and Manner of Notice Thereof* (related document(s)262) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Bar Date Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 10/12/2026)
10/13/2026	309 (25 pgs; 4 docs)	Order (I) Establishing Bar Dates for Filing Claims Against the Debtors and (II) Approving Form and Manner of Notice Thereof (related document(s) 262, 308) Signed on 10/13/2026. (Attachments: # 1 Exhibit 1 - Bar Date Notice # 2 Exhibit 2 - Proof of Claim Form # 3 Exhibit 3 - Publication Notice) (NAB) (Entered: 10/13/2026)
10/13/2026	310 (3 pgs)	Order Granting the Retention and Employment of Cole Schotz P.C. as Co-Counsel for the Debtors Effective as of the Petition Date. (Related Doc # 199, 200 and 306) Signed on 10/13/2026. (NWW) (Entered: 10/13/2026)
10/13/2026	311 (13 pgs; 2 docs)	Order Granting to Employ/Retain Kurtzman Carson Consultants LLC, dba Verita Global as Administrative Advisor Effective as of the Petition Date. (Related Doc # 203, 204 and 307) Signed on 10/13/2026. (Attachments: # 1 Exhibit 1 - Services Agreement) (NWW) (Entered: 10/13/2026)
10/13/2026	312 (5 pgs; 2 docs)	Notice of Appearance. Filed by Anduril Industries, Inc.. (Attachments: # 1 Certificate of Service) (Donilon, Gregory) (Entered: 10/13/2026)
10/13/2026	313 (6 pgs; 2 docs)	Objection *Limited Objection and Reservation of Rights of Anduril Industries, Inc. to the Debtors Assumption and Assignment of Executory Contracts and Proposed Cure Amounts* (related document(s)252) Filed by Anduril Industries, Inc. (Attachments: # 1 Certificate of Service) (Donilon, Gregory) (Entered: 10/13/2026)
10/13/2026	314 (1 pg)	Motion to Appear pro hac vice *Timothy W. Walsh, Esq.*. Receipt Number 6320306, Filed by Anduril Industries, Inc.. (Donilon, Gregory) (Entered: 10/13/2026)
10/13/2026	315 (1 pg)	Motion to Appear pro hac vice *Joshua R. Taylor, Esq.*. Receipt Number 6320306, Filed by Anduril Industries, Inc.. (Donilon, Gregory) (Entered: 10/13/2026)
10/13/2026	316 (7 pgs; 2 docs)	Certification of Counsel *Regarding Order Authorizing Debtors to Redact and File Under Seal Certain Information in the Debtors' Motion for an Order (I) Approving Key Employee Retention Plans and (II) Key*

		Executive Incentive Plan (related document(s)249, 250, 305) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Proposed Order) (Dougherty, Jack) (Entered: 10/13/2026)
10/13/2026	317 (11 pgs; 3 docs)	Certification of Counsel *Regarding Order Pursuant to Sections 363(b) and 503(c) of the Bankruptcy Code Approving Key Employee Retention Plan and Key Executive Incentive Plan* (related document(s)195, 250, 304) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 10/13/2026)
10/13/2026	318 (5 pgs)	Supplemental Declaration *of Robert Albergotti in Support of Debtors' Application for Entry of an Order (I) Authorizing the Debtors to Employ and Retain Triple P TRS, LLC to Provide (A) Robert Albergotti as Chief Transformation Officer and (B) Additional Personnel, as Necessary, Effective as of the Petition Date and (II) Granting Related Relief* (related document(s)202) Filed by Noble Supply & Logistics, LLC. (Dougherty, Jack) (Entered: 10/13/2026)
10/13/2026	319 (1 pg)	Order Granting Motion for Admission pro hac vice for Timothy W. Walsh (related document(s) 314) Signed on 10/13/2026. (NAB) (Entered: 10/13/2026)
10/13/2026	320 (1 pg)	Order Granting Motion for Admission pro hac vice for Joshua R. Taylor (related document(s) 315) Signed on 10/13/2026. (NAB) (Entered: 10/13/2026)
10/13/2026	321 (3 pgs)	Order Authorizing Debtors to Redact and File Under Seal Certain Information in the Debtors' Motion for an Order (I) Approving Key Employee Retention Plans and (II) Key Executive Incentive Plan (related document(s) 316) Signed on 10/13/2026. (NAB) (Entered: 10/13/2026)
10/13/2026	322 (14 pgs; 3 docs)	Certification of Counsel *Regarding Order (I) Authorizing the Debtors to Employ and Retain Triple P TRS, LLC to Provide (A) Robert Albergotti as Chief Transformation Officer and (B) Additional Personnel, as Necessary, Effective as of the Petition Date and (II) Granting Related Relief* (related document(s)201, 202, 318) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Blackline) (Dougherty, Jack) (Entered: 10/13/2026)
10/13/2026	323 (10 pgs)	Supplemental Declaration *(Second) of Patrick J. Nash, Jr. in Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of August 30, 2026* (related document(s)197, 198, 264) Filed by Noble Supply & Logistics, LLC. (Dougherty, Jack) (Entered: 10/13/2026)
10/13/2026	324 (24 pgs; 2 docs)	Certification of Counsel *Regarding Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of August 30, 2026* (related document(s)197, 198, 264, 323) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Proposed Order) (Dougherty, Jack) (Entered: 10/13/2026)
10/13/2026	325 (563 pgs; 7 docs)	Motion for Relief from Stay (FEE) *TO EXERCISE TERMINATION RIGHTS WITH RESPECT TO CERTAIN DLA CONTRACTS AND*

		DELIVERY ORDERS. Fee Amount $199. Filed by UNITED STATES OF AMERICA. Hearing scheduled for 10/28/2026 at 02:00 PM at US Bankruptcy Court, 824 Market St., 3rd Fl., Courtroom #7, Wilmington, Delaware. Objections due by 10/21/2026. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Notice # 6 Certificate of Service) (Lamb, Ryan) (Entered: 10/13/2026)
10/13/2026	326 (5 pgs; 2 docs)	Reservation of Rights *of the Official Committee of Unsecured Creditors in Connection with the Debtors' Cash Collateral Motion* (related document(s)13, 73, 218) Filed by Committee of Unsecured Creditors. (Attachments: # 1 Certificate of Service) (Waxman, Jeffrey) (Entered: 10/13/2026)
10/13/2026	327 (53 pgs; 6 docs)	Motion for Adequate Protection *UNITED STATES MOTION FOR ENTRY OF AN ORDER (I) GRANTING ADEQUATE PROTECTION UNDER SECTIONS 361, 363(e), and 553 OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF* Filed by UNITED STATES OF AMERICA. Hearing scheduled for 10/28/2026 at 02:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. Objections due by 10/21/2026. (Attachments: # 1 Exhibit Proposed Form of Order # 2 Exhibit Exhibit B - Asiyanbi Declaration # 3 Exhibit Exhibit C - Declaration with Transcript # 4 Notice Notice of Motion and Hearing # 5 Certificate of Service) (Gesmundo, Alastair) (Entered: 10/13/2026)
10/13/2026	328 (4 pgs)	Reservation of Rights *United States' Reservation of Rights re: Debtors Motion for Entry of Interim and Final Orders (I) Authorizing Limited Use of Cash Collateral, (II) Granting Adequate Protection Liens and Superpriority Administrative Expense Claims to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (related document(s)13, 73, 218) Filed by UNITED STATES OF AMERICA. (Gesmundo, Alastair) (Entered: 10/13/2026)
10/14/2026	329 (7 pgs)	Notice of Bar Date *(Notice of Deadlines for Filing Proofs of Claim Against the Debtors).* Filed by Noble Supply & Logistics, LLC. Proofs of Claims due by 11/16/2026. (Alberto, Justin) (Entered: 10/14/2026)
10/14/2026	330 (6 pgs)	Certificate of Service (related document(s)289, 291, 292, 294) Filed by Committee of Unsecured Creditors. (Waxman, Jeffrey) (Entered: 10/14/2026)
10/14/2026	331 (153 pgs; 3 docs)	Certification of Counsel *Regarding Third Interim Order (I) Authorizing Limited Use of Cash Collateral, (II) Granting Adequate Protection Liens and Superpriority Administrative Expense Claims to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (related document(s)13, 14, 73, 218, 326, 328) Filed by Noble Supply & Logistics, LLC. (Attachments: # 1 Exhibit A - Proposed Third Interim Order # 2 Exhibit B - Blackline Against Second Interim Order) (Dougherty, Jack) (Entered: 10/14/2026)
10/14/2026	332 (2 pgs)	Notice of Service *of Debtors' Responses and Objections to Official Committee of Unsecured Creditors' Requests for Production of Documents.* Filed by Noble Supply & Logistics, LLC. (Dougherty, Jack) (Entered: 10/14/2026)

10/14/2026	333 (14 pgs)	Certificate of Service *re: Debtors' Objection to Motion of Midwest Pressure Systems, Inc. for Allowance and Payment of Administrative Expense Claim* (related document(s)299) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 10/14/2026)
10/14/2026	334 (10 pgs)	Certificate of Service *re: 1) Supplemental Declaration of Robert Albergotti, Chief Transformation Officer of Noble Equity Holdings, LLC in Support of Debtors' Motion for Entry of an Order Approving (I) Key Employee Retention Plan and (II) Key Executive Incentive Plan; and 2) Notice of Filing Revised Redacted Exhibits to Debtors' Motion for Entry of an Order Approving (I) Key Employee Retention Plan and (II) Key Executive Incentive Plan* (related document(s)304, 305) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 10/14/2026)
10/14/2026	335 (11 pgs)	Certificate of Service *re: Documents Served on October 13, 2026* (related document(s)309, 310, 311, 318, 321, 323) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 10/14/2026)
10/14/2026	336 (3 pgs)	Order Pursuant to Sections 363(b) and 503(c) of the Bankruptcy Code Approving Key Employee Retention Plan and Key Executive Incentive Plan (related document(s)195, 317) Signed on 10/14/2026. (NAB) (Entered: 10/14/2026)
10/14/2026	337 (19 pgs; 2 docs)	Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of August 30, 2026 (related document(s) 197, 198, 324) Signed on 10/14/2026. (Attachments: # 1 Exhibit 1 - Engagement Letter) (NAB) (Entered: 10/14/2026)
10/14/2026	338 (74 pgs; 3 docs)	Third Interim Order (I) Authorizing Limited Use of Cash Collateral, (II) Granting Adequate Protection Liens and Superpriority Administrative Expense Claims to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (related document(s)13, 73, 218, 331) Signed on 10/14/2026. (Attachments: # 1 Exhibit 1 - Initial Budget # 2 Exhibit 2 - Milestones) (NAB) (Entered: 10/14/2026)
10/14/2026	339 (4 pgs)	Order (I) Authorizing the Debtors to Employ and Retain Triple P TRS, LLC to Provide (A) Robert Albergotti as Chief Transformation Officer and (B) Additional Personnel, as Necessary, Effective as of the Petition Date and (II) Granting Related Relief (related document(s)201, 202, 318, 322) Signed on 10/14/2026. (NAB) (Entered: 10/14/2026)
10/14/2026	340 (8 pgs)	HEARING CANCELLED. Notice of Agenda of Matters not going forward. The following hearing has been cancelled. Filed by Noble Supply & Logistics, LLC. Hearing scheduled for 10/16/2026 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #5, Wilmington, Delaware. (Dougherty, Jack) (Entered: 10/14/2026)

10/15/2026	341	Minute Sheet 341 Meeting Held and Continued *Continued Meeting Held on October 14 and continued to October 21, 2026 at 10 a.m.* Filed by U.S. Trustee. 341(a) meeting to be held on 10/21/2026 at 10:00 AM at Virtual Hearing: Refer to Notice of Zoom Hearing. (Casey, Linda) (Entered: 10/15/2026)
10/15/2026	342 (2 pgs)	The upcoming 341(a) meeting is scheduled to be held by Zoom. To join the meeting: Meeting ID: *160 0079 1008* ; Passcode: *3059184726* ; Phone: *+1 646 828 7666*. Filed by U.S. Trustee. (Casey, Linda) (Entered: 10/15/2026)
10/15/2026	343	Request for Transcript of hearing held on *October 8, 2026* received. To obtain a copy of this transcript, contact the Court Reporter/Transcriber *Reliable Companies*, Telephone number *3026548080* (RE: related document(s) 275). (Reliable Companies) (Entered: 10/15/2026)
10/15/2026	344 (11 pgs)	Certificate of Service *re: Documents Served on October 14, 2026* (related document(s)336, 337, 338, 339, 340) Filed by Kurtzman Carson Consultants, LLC dba Verita Global. (Kass, Albert) (Entered: 10/15/2026)

PACER Service Center

Transaction Receipt

10/16/2026 11:02:15

PACER Login:	agesmundo	**Client Code:**	
Description:	Docket Report	**Search Criteria:**	26-11369-CTG Fil or Ent: filed From: 8/17/2026 To: 10/16/2026 Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
Billable Pages:	30	**Cost:**	3.00

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE:	Chapter 11
	Case No. 26-11369 (CTG)
NOBLE SUPPLY & LOGISTICS, LLC, *et al.*,	(Jointly Administered)
	Courtroom No. 7
	824 Market Street
Debtors.	Wilmington, Delaware 19801
	Wednesday, September 16, 2026
	10:00 a.m.

TRANSCRIPT OF HEARING
BEFORE THE HONORABLE CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtors:	G. David Dean, Esquire COLE SCHOTZ, P.C. 500 Delaware Avenue Suite 600 Wilmington, Delaware 19801
For the United States of America:	Alastair M. Gesmundo, Esquire U.S. DEPARTMENT OF JUSTICE 1100 L Street, NW Washington, DC 20005
(APPEARANCES CONTINUED)	
Audio Operator:	Teasha Marsh, ECRO
Transcription Company:	Reliable The Nemours Building 1007 N. Orange Street, Suite 110 Wilmington, Delaware 19801 Telephone: (302)654-8080 Email: gmatthews@reliable-co.com

Proceedings recorded by electronic sound recording, transcript produced by transcription service.

APPEARANCES (CONTINUED):

For Blue Torch Finance, LLC:

Adam C. Harris, Esquire
MCDERMOTT WILL & SCHULTE, LLP
919 Third Avenue
New York, New York 10022

INDEX

MOTIONS:		PAGE
Agenda Item 1:	Debtors' Emergency Motion for Entry of an Order (I) Compelling the Defense Logistics Agency to Perform Under Executory Contracts, (II) Enforcing the Automatic Stay, (III) Ordering the Defense Logistics Agency to Cease All Violations of the Automatic Stay, and (IV) Granting Related Relief (Filed September 11, 2026) [Docket No. 102]	5
	Court's Ruling:	84

INDEX

WITNESSES CALLED BY THE DEBTORS:	PAGE
ROBERT ALBERGOTTI	
Direct examination by Mr. Dean	25
Cross-examination by Mr. Gesmundo	42
Cross-examination by Mr. Harris	50
Redirect examination by Mr. Dean	52

EXHIBITS

DEBTORS' EXHIBITS:	PAGE
1 - Declaration of Robert Albergotti	24
2 - Declaration of Seth Van Aalten	24
3 - Settlement agreement	24
4 - Arnold & Porter letter and attachments	24
Transcriptionists' Certificate	86

(Proceedings commence at 10:00 a.m.)

(Call to order of the Court)

THE COURT: Be seated.

Good morning. We are on the record in Noble Supply & Logistics LLC, which is Case Number 26-11369.

Let me thank the parties. I know this is all set on very short notice. And the briefing that came through has been very helpful, and I appreciate you all scrambled to do that, so I don't take that for granted. I appreciate that.

I guess I'm happy to start by getting a little bit of an understanding of the lay of the land. And before we launch into evidence and argument, I guess I'd like to understand if we could sort of crystallize where there are disputes.

So Mr. Dean, I'm happy to start with you.

MR. DEAN: Good morning, Your Honor. For the record, David Dean of Cole Schotz on behalf of the debtors.

As the Court is aware, we're here today on the debtors' motion to compel Defense Logistics Agency, or "DLA", to pay the debtors certain undisputed amounts necessary to maintain the debtors' operations in these cases.

With me today is my co-counsel Seth Van Aalten and Rob Albergotti, both of whom submitted declarations in support of the motion today.

Now, as detailed in the motion, we're here, Your

Honor, because, on September 4th, with no notice or explanation to us, the DLA instituted a complete block on all the payments owed to the debtors. As of the date of the motion, the DLA owed the debtors more than $3 million on account of invoices that had been properly submitted and scheduled for payment.

In just the few days since the motion was filed, Your Honor, the number had increased -- has increased to over $5.8 million and will increase to $8 million in the next couple of weeks.

Importantly, the debtors' books and records reflect over $32 million owed by the DLA to the debtors in total, and $26 million of that thirty-two is contained and included in the debtors' thirteen-week interim budget that was approved by the Court on an interim basis a couple of weeks ago.

Now, as you'll hear from Mr. Albergotti today, there is simply no way for the debtors to remain in Chapter 11 and in compliance with its covenants if these undisputed amounts aren't received by the debtors in the next couple of weeks.

And I think just -- I think it might be important just to give you an update on the sale process. The IOI deadline was yesterday; we did receive seven IOIs. We feel pretty good about the sale process right now. And I think

allowing us to continue with that process would be --

THE COURT: All right. So --

MR. DEAN: -- a value-maximizer --

THE COURT: So let me --

MR. DEAN: -- for everybody.

THE COURT: So I get you need the money.

MR. DEAN: We need the money.

THE COURT: And I get that, if you get the money, you're going to use it for good --

MR. DEAN: Uh-huh.

THE COURT: -- and valuable purposes that will maximize value for the benefit of everybody, that -- I get all of that.

MR. DEAN: Got it.

THE COURT: The question is: Are you entitled to the money?

MR. DEAN: Well, we believe so.

THE COURT: Right. No, I understand. But so I'm much more interested --

MR. DEAN: Yep.

THE COURT: -- in that than in the fact that you need it. I -- let's assume you need it. There are lots of times when people need money in order to run a case, but if they don't have a legal right to it, the Bankruptcy Court can't help them, right?

MR. DEAN: Well, certainly. We'll get into the argument, but I'll just give --

THE COURT: Yeah, so --

MR. DEAN: -- you a little preview.

THE COURT: So -- yeah, so I get -- I want to give you a chance to be heard. But I guess, having read the Government's papers, I guess where -- let me just rattle off the issues on which I'm most interested and concerned. And I'll need help on the math because, I mean, I've read the papers, but I haven't really sat down and puzzled through like with a spreadsheet -- okay? Exactly what parts are associated with which arguments.

MR. DEAN: Uh-huh.

THE COURT: But -- so the Government's -- there are various -- there are various claims that the Government makes that it's entitled to a right of setoff, right? Part of it is this disincentive payment that it looks like it's a net seven point some million dollars. And there's also these False Claims Act claims as to which they're asserting a right of setoff.

And so, when you say that there are amounts that are undisputedly owed, I guess my question is: If there's stuff that's indisputably owed after -- in excess of what the Government claims is owed to it, that's one thing. And if, though -- but if the rights of setoff would consume the

payables, that's another.

And then we've got questions of, okay, do we have mutuality. And if the claims that are subject to setoff are disputed and unliquidated, then what do we do? And so that's -- those are the questions that, as I get on the bench, I don't know the answer to.

There were other points that were made about whether the contracts are executory, whether we need --

MR. DEAN: I don't think we need to get into that today.

THE COURT: -- an adversary. And that -- there seemed to me like that that -- that seemed, to me, less critical to the determination than the questions that I started with.

So, in any event, I hope that's making some sense. That's sort of what I'm struggling with as I get on the bench.

MR. DEAN: Yeah, I'll -- let me try to respond to the last part first. I don't think we need to decide whether the contract is executory today. It was an alternative argument to enforce the stay. So I don't think that that's really germane to the -- so much germane to the hearing today.

I think where we're ultimately going to come out is that we agree that we owe the Government the $537 [sic]

under the settlement agreement. We believe that the rest of the amount is purely an *ipso facto* bankruptcy trigger that's an unenforceable penalty, so it's a very disputed amount, and we don't think it's owed.

The disincentive payments, what they failed to mention in their declaration and their paper -- which we'll put into evidence today when we get there -- is that we actually asserted an eighty-million-dollar claim against them for breach of those contracts, and that 7.9-million-dollar disincentive payment is part of that and is also highly in dispute. And I'll show you the pleading or the letter that we submitted in the form of the claim that specifically notes that those amounts are in dispute.

And when we get into legal argument, I'll explain to you why I don't think Strumpf allows an administrative hold for setoff of disputed amounts. And if this were just about the $537,000, Your Honor, we would have agreed to that; we wouldn't be here today.

THE COURT: Okay.

MR. DEAN: It's about the disputed amounts.

THE COURT: Okay.

MR. DEAN: So that's really what this hearing boils down to in a nutshell.

And I think more -- most importantly, Your Honor, is they -- we believe that they have delayed the filing of a

motion for relief in violation of the stay --

THE COURT: No, so --

MR. DEAN: -- to try to get these --

THE COURT: -- I under --

MR. DEAN: -- these issues decided.

THE COURT: If we have what is really a Strumpf issue, I don't know that I know all the answers, but at least I know how to think about that. And I'm just sort of -- I'm trying to do it to start out.

MR. DEAN: I do think this is a Strumpf issue. This case is -- this -- I think today's hearing is about whether the administrative hold, so to speak, the block on the CAGE codes, the block on payments that they indisputably owed us was proper under --

THE COURT: Okay.

MR. DEAN: -- under the doctrine --

THE COURT: All right.

MR. DEAN: -- of Strumpf.

THE COURT: Okay. So I think I know how to think -- and so, look, if that -- if what we have is that legal issue -- I mean, there may be -- I don't know if the facts are disputed or not. I -- look, I understand some of the claims are disputed. I don't think anyone is asking me today to liquidate those undisputed claims. Well, I'm not speaking for any of you; you're welcome to put on evidence

and ask me to do that.

But let me ask this other question, just so that I under -- just by way of framing.

MR. DEAN: Uh-huh.

THE COURT: Is there a mutuality issue? Does the debtor contend there's a mutuality issue with respect to the claim of setoff, or do you acknowledge the -- that there is sufficient mutuality that, to the extent the claim is -- the disputed claim is valid, it's -- the Government has a setoff right?

MR. DEAN: As far -- well, there's one issue on mutuality that I don't think we dispute right now, but they haven't filed a full, robust motion. We haven't had a chance to brief it.

THE COURT: Right.

MR. DEAN: But just as a threshold matter, today, we don't appear to have a dispute on the position the Government has taken on the unitary creditor theory.

THE COURT: Okay.

MR. DEAN: But I think it's going to take a little bit more analysis for us to decide the pre- versus post-issue and when the claims arose, and that we haven't quite gotten there in the analysis because this response was just filed.

THE COURT: I see, No, I understand. No. My

question -- let's assume the Government is a single -- the United States is a single entity.

MR. DEAN: Right.

THE COURT: I didn't know if different debtor entities created mutuality issues.

MR. DEAN: I don't believe so, Your Honor --

THE COURT: Okay.

MR. DEAN: -- but it's something that we would need to analyze --

THE COURT: Okay.

MR. DEAN: -- a little bit --

THE COURT: Fair enough.

MR. DEAN: -- deeper, if --

THE COURT: Okay. But you're not here making that point.

MR. DEAN: We're not here make --

THE COURT: Okay.

MR. DEAN: We're not here -- our position is we're not here to argue whether they are entitled to relief from stay because they haven't filed a motion, and we think they should have had to have done that very promptly after issuing the hold under the construct of Strumpf, so --

THE COURT: All right. So I understand that position and -- but here -- but look, the case was -- the passage of time in this case has all been relatively short.

So I understand you're saying they should have moved faster. Maybe you're right; maybe you're not.

I'm inclined -- and look, I get that you need the money right away. But you know, I set this hearing as promptly as I reasonably could after the motion was filed, so here we are.

And I guess I'm interested if there's authority for your proposition that Strumpf doesn't have application where the counterparty's claim against the debtor is disputed.

MR. DEAN: We have a Third Circuit case, and under common law, that says you can only set off disputed claims.

THE COURT: Well, so I know you can't actually effect setoff, but I guess let me just --

MR. DEAN: Yeah, the question is --

THE COURT: This is --

MR. DEAN: -- can you put a hold on something while you figure it out, that's the issue.

THE COURT: Right. Exactly. And is there a case that answers that question?

MR. DEAN: There is no case directly on point that answers it, one way or the other, that we're familiar with because this is -- Strumpf is about banks.

THE COURT: No, I understand. But the point -- the common sense point of I've got this right of setoff and I

shouldn't be required to send the money out the door and thereby lose my right has a common sense to it. And I guess my common sense reaction to it -- and again, I'm just making this up, so I don't know if there's case -- if there's case law that says the other -- the opposite, I'd be interested in understanding it. But my common sense reaction is well, if that's the case, we should set up a prompt estimation procedure and do the best we can to liquidate it.

And that's exactly what 506(c) is about, right? It is about when full liquidation would delay the administration of the case. That seems to be a basis to make people move quickly. That's not going to get you paid tomorrow. So I guess I'm interested in understanding: Is that way of thinking about dealing with this problem a way to think about it or are there cases that I should read in order to be smarter about that? We're all -- I know we're all moving fast and we're all doing the best we can, but that's where my head is.

MR. DEAN: We're not aware of any authority where a creditor has been allowed to put an administrative hold on place -- in place in connection with the disputed claim.

THE COURT: Okay. I understand that.

MR. DEAN: That's the issue.

THE COURT: Are there cases that say this administrative hold is improper because the claim is subject

to bona fide dispute?

MR. DEAN: No. But there are cases --

THE COURT: Okay.

MR. DEAN: -- that say you cannot set off --

THE COURT: -- I understand.

MR. DEAN: -- disputed claims.

THE COURT: I understand.

MR. DEAN: And so --

THE COURT: I understand that. Okay.

MR. DEAN: So the question is: Can you exercise leverage as a litigation party and basically block the debtor from getting paid when the --

THE COURT: Well, or --

MR. DEAN: -- amounts are in dispute?

THE COURT: Put another way: Does it make sense for a court, when that's the case, to set up an expedited process to bottom it out and get it resolved promptly?

MR. DEAN: Well, the other thing that I think is highly relevant here is that you're going to hear from Mr. Albergotti supplemental director today, there's going to be $32 million of -- most of which is going to be undisputed, that the DLA owes to us. So, if you allow us to get paid the incremental amounts that we're asking for today, pending that resolution, there's still going to be more than adequately protected --

THE COURT: Well --

MR. DEAN: -- to effect a setoff.

THE COURT: All right. Well, that's an evidentiary question. If the if the maximum amount of their setoff is otherwise adequately protected --

MR. DEAN: We believe it is.

THE COURT: Okay. Well, if you can show me that --

MR. DEAN: We will --

THE COURT: -- that would make a difference.

MR. DEAN: We will show you that.

THE COURT: Okay. Let me hear from the Government and see what the United States thinks about the question in front of me. And again, I do appreciate you're here on very short notice and I appreciate the paper. But if you can help me with some of the questions that I was discussing with Mr. Dean, that would be very helpful.

MR. GESMUNDO: Good morning, Your Honor. Alastair Gesmundo behalf of the United States.

I do appreciate the Court's comments about recognizing sort of the short notice, and we appreciate the Court accommodating witnesses.

I think Your Honor touched on exactly the point about setoff, which is that, as shown in the papers and the evidence, the DLA hasn't actually performed a setoff. In

other words, the hold is what's in place.

THE COURT: Right.

MR. GESMUNDO: And so --

THE COURT: No, I get you haven't effected setoff.

MR. GESMUNDO: Yes.

THE COURT: If you had, you -- there would be we'd be having a different conversation because -- right? So 362(a)(7) makes really clear you can't have done that, so you're not getting that many points for not having done it --

MR. GESMUNDO: Sure.

THE COURT: -- because it's -- it would be expressly prohibited.

MR. GESMUNDO: Yes.

THE COURT: But I appreciate it, nevertheless.

But the question is: You've placed an administrative hold. Strumpf isn't really about disputed claims, right? It's about the bank, and there's a liquidated loan and there's a bank account, not these sort of inchoate claims. And so I get the common sense behind your paper of yeah, but we shouldn't lose our rights in the meantime. But I also -- there's a common sense to Mr. Dean's point of yeah, but you can't like strangle us in the meantime. So help me think about -- and if there's law that I have -- I'm not aware of that that helps me think about those questions, I'd be interested in what that is. Does that make -- am I making

any sense?

MR. GESMUNDO: You are, Your Honor. And I am also not aware, as Mr. Dean noted, of any controlling precedent that would influence or sway the Court in that sense, but

THE COURT: That's great.

(Laughter)

THE COURT: I have to say sometimes I love how interesting my job is, and other times I have a different reaction to how interesting my job is, so ...

But let you continue.

MR. GESMUNDO: No. So, Your Honor, I think you alluded to the sort of expedited process where we could -- you know, obviously I would get the agency to work diligently on sort of an estimation to help the Court get to that answer. But I think we're still left with this position of they're not -- the debtors are not going to get paid tomorrow, and so we're sort of at a loss in that sense, Your Honor.

THE COURT: All right. So let me let me ask you this. If I heard evidence today that persuaded me that -- well, can I ask you another couple of --

MR. GESMUNDO: Sure.

THE COURT: -- questions first?

The underlying right to payment is on a Government contract. Your papers don't say Judge, under the Tucker Act,

only the Court of Claims can tell us what that contract means or make any of those sorts of arguments. So I take it you know what you're doing, you did that on purpose, and that I'm allowed to resolve the disputes that the parties have brought me.

MR. GESMUNDO: Your Honor, we would -- to the extent that was before the Court, we -- I mean, DLA's position is that the Court of Federal Claims has concurrent jurisdiction --

THE COURT: Concurrent. Okay.

MR. GESMUNDO: -- concurrent -- after a certain point in time, and that's a certain point in time -- we -- my understanding is that it's after the contracting officer has made its decision and the debtor can either appeal it --

THE COURT: Okay. But there's no exclusive jurisdiction, there's no argument about exclusive jurisdiction. You're not -- you haven't said and you're not saying that the questions that the debtors put before me are questions I don't have the authority to resolve.

MR. GESMUNDO: We didn't put that in --

THE COURT: Okay.

MR. GESMUNDO: -- the papers, Your Honor.

THE COURT: Very well.

MR. GESMUNDO: Yeah.

THE COURT: Okay. And if I were then to conclude,

based on the record that I'm going to hear today, that the maximum amount of your claims against the debtor are less than other amounts that will be due to you from the debtor, therefore requiring you to make the payment of what is indisputably due now wouldn't deprive you of your right of setoff. If the evidence shows that, would that be a sense -- I understand that you're not agreeing that that's what the evidence will show, and I have no idea what the evidence will show. But if the evidence were to show that, would that be a sensible way to resolve this particular dispute or would there still be a reason I couldn't do that?

MR. GESMUNDO: I think Your Honor mentioned indisputable. So understanding that --

THE COURT: Yeah, exactly.

MR. GESMUNDO: -- that's the presumptive right --

THE COURT: Assuming the evidence showed that that wasn't subject to bona fide dispute. If you show that the amount they're asking you is not actually owed by you to them, that's a totally different thing.

MR. GESMUNDO: Yes. And so that's what we intend to do. But yes, in the alternative scenario that you've just explained, Your Honor.

THE COURT: Okay. So then I guess I kind of need to hear this evidence about what are the disputes about the amounts owed. Is that where everyone is?

MR. DEAN: Yes, Your Honor.

THE COURT: Okay. Very well. Thank you.

MR. DEAN: And may I just deal with the documentary evidence before we call the witnesses to the stand?

THE COURT: Sure.

MR. DEAN: And I'd like to just ask for permission to hand up a couple of other documents that weren't in the binder --

THE COURT: Very well.

MR. DEAN: -- in response to what they filed. I'm handing two -- would you like one or two? Is --

THE COURT: Two copies would be helpful.

MR. DEAN: Two copies?

I'm handing you what we're going to ask to be marked as Exhibit 4, and then we're handing you a demonstrative that we're going to put on the screen and show the witness, but we're not going to move into evidence.

THE COURT: Okay. Very well. Thank you.

MR. DEAN: And just so the Court knows, Exhibit 4, the letter from Arnold & Porter --

THE COURT: Uh-huh.

MR. DEAN: -- is the claim that we filed against the DLA relating to the $7.9 million, and we'll discuss that later, but I just wanted to identify that for now, Your

Honor.

And we do have a stipulation with the DOJ on exhibits.

THE COURT: Okay.

MR. DEAN: We've agreed that -- the debtors, first of all, will agree to admit the three declarations supporting the opposition without objection and without cross.

I do understand that one of the three witnesses may not be available until noon. We have no questions for that witness. If Your Honor has any questions, then --

THE COURT: Okay. We'll sort that out if we get there.

MR. DEAN: -- we can sort that out later, but --

THE COURT: And I appreciate everyone's on short notice and, you know, I -- you know, I appreciate the -- everyone scrambling to be as available as you have been.

MR. DEAN: And then with respect to our exhibits, Exhibit 1 is the declaration of Mr. Albergotti, and as well as the three exhibits attached to his declaration.

THE COURT: Uh-huh.

MR. DEAN: We've agreed that those would be admitted without objection.

The declaration of Mr. Van Aalten, which is a transmittal declaration with the emails with the DLA prior to filing the motion attached.

And Exhibit 3 is a dupe of one of the attachments to their declaration, which is the settlement agreement. This is the settlement agreement that they based the three-million-dollar on --

THE COURT: Okay.

MR. DEAN: -- that we say we owe 500,000 on.

So we would, at this point, move all of those exhibits into evidence. And subject to any other discussion the Court wants to have about them, we would then call Mr. Albergotti.

THE COURT: All right. So, first, is there any objection to the admission of -- into evidence of the exhibits to which Mr. Dean referred?

MR. GESMUNDO: No objection, Your Honor.

THE COURT: Okay. So those will be admitted.

(Debtors' Exhibits 1 through 4 received in evidence)

THE COURT: And I'm happy to hear from the witness, so you should call your witness.

MR. DEAN: Okay. the debtor's called Robert Albergotti.

THE COURT: Okay. Mr. Albergotti, if you could take the stand. And Ms. Barksdale, if you could swear the witness.

THE COURT OFFICER: Good morning.

//

ROBERT ALBERGOTTI, WITNESS FOR THE DEBTORS, AFFIRM

THE COURT OFFICER: Please state your full name and spell your last name for the record.

THE WITNESS: It's Robert Albergotti.

THE COURT OFFICER: You may be seated.

THE WITNESS: It's A-l-b-e-r-g-o-t-t-I.

THE COURT OFFICER: Thank you.

THE COURT: Mr. Dean, you may proceed.

DIRECT EXAMINATION

BY MR. DEAN:

Q Good morning, Mr. Albergotti. Thank you for coming today.

Do you happen to have a copy of the witness and exhibit binder --

A I do.

Q -- in front of you? Okay. Thank you. I'll -- I may direct you to certain things in there.

I'd like to just start out by asking you a couple questions about the CAGE code block discussed in your declaration. When did the debtors first learn that the DLA instituted a block against the CAGE codes?

A The initial indication was September 4.

Q And after receive -- and how did you receive notification of it?

A One of the accounts receivable clerks at the company

was attempting to upload invoices into the Wide Area Work Flow for the DLA and received an automated response that rejected an invoice, saying that the rejection was due to Chapter 11.

Q Okay. And is that the note attached to your declaration as Exhibit 1?

A Correct, it is.

Q Thank you.

Q Now, after receiving this auto-generated email, what did the debtors do to understand from the DLA the reasons for the block prior to the debtors filing of the motion on September 9?

A We asked -- I asked counsel to contact their -- their -- our counterparts at DLA and their legal department, which I believe Mr. Van Aalten sent an email or -- or several emails trying to understand the -- the issues as well as highlight some other operational issues that we wanted to have a discussion on, and we did not receive a response at that point.

Q Are those emails included in Mr. Van Aalten's declaration as Exhibits 1 and 2?

A Yes, they are.

Q Now did the debtors receive any explanation from the DLA, between September 3rd when you first learned about the block and the filing of the motion, as to why the block was

instituted, other than the fact that the debtors had filed for bankruptcy?

A No, not that I'm aware of.

Q Can you just explain to the Court, Mr. Albergotti, what the impact is of the CAGE code block on the debtors' ability to submit and pay invoices?

A Yes. So we -- we have an intention of continuing to -- to fulfill obligations to both the DLA and other government agencies, which require us to pay vendors on a post-petition basis promptly, as well as addressing some pre-petition critical vendor payments to -- to facilitate shipments. The inability to access cash that was forecasted to come in has curtailed the ability to make any vendor disbursements, frankly, to -- to any material amount. So we're -- we are effectively only able to make payroll payments at this point.

Q And just to clarify, are the debtors able to be paid any of the invoices that the DLA has posted as being due?

A Anything that's flagged to the CAGE code 1HEN99, my understanding, is blocked for payment. We have received some de minimis payments on other CAGE codes related to other entities in the Noble chain, but the vast majority is -- is the CAGE code that we're talking about --

Q Okay.

A -- today.

Q I'd like to just direct your attention to Exhibit 3 in

your declaration, which is the chart that you prepared and submitted showing the $3.2 million alleged in the motion as being due and owing by the DLA as of the filing of the motion. Do you see that, sir?

A I do, yes.

Q And I just want to confirm a couple of things about this chart.

At the bottom, the total invoices sum up to a little over 3.2. Are you aware of any disputes as to the 3.2 million in invoices identified on this spreadsheet?

A I am not, no.

Q Have the overdue invoices gone up since your declaration was submitted?

A Yes. It's -- it's just over 5 million as of today. And then, over the next couple of weeks, it will -- it will grow to 8 million.

Q Are you aware of any disputes with respect to those amounts?

A None that have been flagged to my attention.

Q Now did you have a chance to review the DOJ's objection to the motion that was filed?

A I did, yes.

Q And do you agree with the statements that large amounts of the 3.2 million that we alleged are due are not yet due?

A I don't agree fully with their assertion.

Q Can you explain why not?

A Yeah. So the extract here does reference an invoice date of August -- if we just look at the first row of the nine hundred and forty -- or the nine-hundred-and-twelve-thousand-dollar invoice, it -- it says the invoice issue date is June 30th of 2026, and the invoice received date is the 24th of August. The discrepancy there is the time period between -- with which we provide proof of delivery to the DLA. And we're actually permitted, via the contracting process, to upload the invoice into the Wide Area Work Flow.

And on this specific instance, the goods were actually delivered to the DLA on June 15th. So it's now been three months since we incurred our costs to deliver the product until the payment should have been received.

Q So you do believe that all of those amounts are due and owing as of today?

A I believe these are all due and owing as of today.

Q I'd like to direct your attention to the screen. Can you see the screen?

A Yes.

Q Okay. Thank you.

Can you identify this for the Court, this document?

A Yeah. This is a chart that I put together for counsel to boil down the flow of -- of goods into cash for Noble in a very simplistic form. There's a lot of steps along the way

in this, but this just tries to boil it down into, you know, kind of some -- some bite-sized elements.

Q Can you just briefly walk the Court through these steps from the date that the goods are delivered until we receive payment?

A Yeah. So --

THE COURT: Assuming the Court is even slower than your counsel at understanding how things work.

THE WITNESS: Yeah. Yeah. So, on the far left, it's goods delivered. But obviously, before goods are delivered, Noble would receive a sales order from the Government saying we would like a product delivered to this military unit, and we would -- we would be awarded that sales order. We would engage with our vendors to get the product shipped to the right location, and those would be delivered by a third-party freight forwarder.

After the goods are delivered, the third-party logistics company provides us proof of delivery, which is kind similar to a FedEx tracking receipt, which it would include a signature from the recipient at the various base of the military unit, so that it's got a wet signature or an electronic signature on it identifying who -- who received the product.

Our billing team will then work with their respective contacts at the DLA to provide the proof of

delivery, so that they are -- they can start their reconciliation process to ensure that the right quantity and the right product was delivered to the unit.

Once we receive that confirmation, typically via email, the invoice can then be submitted to the Wide Area Work Flow.

And then once it gets its various approvals through the Wide Area Work Flow inside of DLA, we have visibility into it, into the expected payment date. And then the payment is -- is released, you know, on or about the payment date.

And so, you know, anywhere from -- like the time from when goods are delivered to -- you know, payment can be anywhere from, you know, 15 days on the -- on the short end, all the way up to 90 days or longer, kind of as we talked about on the first invoice on this -- on this.

MR. DEAN: Okay. Thank you.

Can we just turn to the next slide, please?

BY MR. DEAN:

Q Can you identify this slide for the Court, please?

A Yes. This is a chart that I put together with the Portage Point team that kind of bridges what Noble's books and records indicate as to the open accounts receivable owed to it from the Defense Logistics Agency, from what's on our books back to what's in the Wide Area Work Flow, which is

what we have visibility to.

Q And just to confirm, can you describe to the Court what information you used to prepare this slide?

A Yeah. So the -- the source information is predominantly from Noble's NetSuite accounting system. And then we linked that back to the -- an extract from the DLA's Wide Area Work Flow, which we download daily to understand what -- what invoices have been approved, what requires additional reconciliation, and when we could, in theory, expect payment.

Q Okay. I'd like -- I think it's important to explain the various columns that you prepared to bridge the thirty-one eight, so I'm just going to walk you through those and actually explain what they are and why you categorized each of them there.

So let's start with the $8 million that you have noted as scheduled for payment. Can you describe what that reference is?

A Yeah. So that is invoices that we can see inside of the Wide Area Work Flow that have gone through the entire approval process inside of the military's approval chain and have been assigned a prospective payment date in the system.

Q Now --

A So it's -- it's accounts receivable that we view as, you know, good and owing in the sense that the -- the

customer has gone through their entire approval process and assigned a payment date to it.

Q Now the 3.2 in the motion, is that consumed in the $8 million here?

A Yes, that -- that's part of the 8 million.

Q And is the 5 million that you mentioned a few minutes ago that the amount has increased to since the filing of your declaration, is that also encompassed in the 8 million?

A Yeah, correct.

Q We -- we tried to break out the -- the week we would have expected payment and the ---

Q Is that the arrow down?

A That's the arrow down into the -- the line across.

Q So what does the arrow -- can you just explain to the Court briefly what that arrow refers to --

A Yeah. So --

Q -- to get to the eight.

A -- when you look inside the Wide Area Work Flow for that 8 million, you -- you can see approximately $8 million in invoices with assigned payment dates. And if you then kind of just map it to a week, it would fall in there.

So the before 7/31/26 column, there's approximately $100,000 of invoices that, for whatever reason, have been, you know, kind of hung up in the -- in the payment process.

And then, if you go further to the right, based on the date we downloaded this Wide Area Work Flow, we would have expected $800,000 in additional payments the week ending the 4th of September, and then 5.7 million in payments the week of the 11th, 700,000 this week, 400,000 next week, and 300,000 the next week.

Q Now are you aware of any disputes with respect to this $8 million?

A I am not.

Q Okay. The next column is $2.9 million in researching quantity and/or price discrepancy.

A Right.

Q Do you see that one?

A I do.

Q Can you explain what that is?

A Yeah, so in the Wide Area Work Flow, there is a comment field that you can see. So one of them is comment that it's scheduled for payment. One of them is, you know, researching quantity and/or price discrepancies.

And so what these typically will be is an invoice was provided to DLA. There's a mismatch between what the receiving officer had of what was in the shipment versus what the invoice said, or a mismatch between what the purchase order said and what the sales order said. And there's a reconciliation that just needs to take place between the

company and the customer.

So, typically, I -- I think these are what I kind of think of as light disputes, so, you know, kind of maybe a paperwork mismatch or something. But we can see that they're working their way through the process in the Wide Area Work Flow, but are not yet fully approved for payment.

Q Now do you expect, ultimately, that the 2.9 would be approved for payment after the mismatches and the reconciliation construct is finished?

A Yeah, I -- I would assume the vast majority of that would be --

Q Okay.

A -- set for payment.

Q Now let's talk about the next column, reasons and remark, Code B.

A What does that mean?

Q Yeah. So, again, in the -- in the Wide Area Work Flow, there is a comment field that then references to a code, and there's about $1.7 million that are flagged as reason Code B. And then within the procurement world, "reason Code B" is, for lack of a better word, a dispute code. So it -- we, effectively, couldn't reconcile the order quantity or pricing, or there's some other dispute that exists of, you know, we shipped the wrong product or the product was never ordered, but it was signed for.

And so I think, if we think of like kind of magnitudes of dispute, this 1.7 would be, you know, less likely to be collected because there's a more valid dispute than just some, you know, price or quantity mismatch.

Q Okay. Thank you.

What about the pending goods receipt posting from DLA for 10.1?

Q Right. So --

Q What does that mean?

A -- these columns to the right from here are not in the Wide Area Work Flow, but are in our accounts receivable ledger. And so this 10.1 is representing goods that have been delivered to DLA, signed for. We have the electronic proof of delivery and have transmitted the proof of delivery to the relevant counterparty inside of DLA, and we're just waiting for confirmation from the contracting officer or -- or counterparty that we're okay to bill the invoice.

Q Are you --

A So -- yeah, go ahead.

Q Are you aware of any disputes with respect to this $10.1 million?

A I am not, no

Q Do you anticipate those, ultimately, being approved for payment?

A Yes.

Q How about the 5.5 pending signed receipt and report?
A Yep. So the 5.5 are for goods that have been delivered to the end customer; however, we have not received the final shipping documentation back from our third-party logistics provider. So we're ready to invoice, but we haven't provided the -- the signed shipping documents back to the DLA to get authorization to pay -- or for authorization to upload the invoice for payment.
Q And are you aware of any disputes with respect to the 5.5 million?
A I am not, no.
Q And do you anticipate that 5.5 million ultimately being approved and paid?
A I would, yes.
Q Okay. Let's talk about the 3.3, FSG-53.
Can you just first explain to the Court what FSG-53 is?
A Yeah, so FSG-53 was a contract that Noble entered into with the Defense Logistics Agency to provide specialized MRO equipment and supplies. It -- it subsequently was a contract that was terminated on June 30th.
There's a number of disputes that we have with the Government about how that contract was performed against. And I think as the Government alluded to in their -- in their motion or their objection, they have some counterclaims against us.

But ultimately, we filed an eighty-six-million-dollar claim against the DLA shortly before we filed Chapter 11 to preserve our rights in -- in that -- under that contract.

Q Can you just turn to the back of the exhibit book? It's the loose letter from Arnold & Porter.

A Yep.

Q Is this the claim that you're referring to?

A It is, yes.

Q Okay. Now is the 3.3 directly involved in this claim?

A It is not directly involved, but it would be subsumed in the claim. So when we put the bar chart together, just for ease of breaking our accounts receivable up into different buckets, we just said anything FSG-53 related that hasn't already been scheduled for payment or received by the DLA into the WAWF file should just be put to the side to not conflate matters.

And so we think these are valid receivables that are owed to the company. I think DLA might have a different opinion of that. But you know, we just wanted to highlight that there is, you know, this value -- this amount of money that we have in our receivables ledger that we believe is owed to us.

Q I just want to direct you to Page 4 of Exhibit 4 and Page 5 of 58. Let me know when you're there at the bottom where it says -- starts "seventh."

A That's -- is that the Arnold and Porter letter?
Q Yes, sir.
A Okay. Page 5 --
Q Page -- the bottom of Page 4 --
A Yep, "seventh."
Q -- and the top --
A Yep.
Q -- of Page 5 --
A I see that.
Q -- where it says:

"Seventh, Noble disputes DLA's demand for payment of the 7.9 million disincentive amount."

Do you see that?
A I do, yes.
Q Is it -- is that consistent with your understanding that the debtors dispute the $7.9 million?
A Yes.
Q Is that $7.9 million the same $7.9 million that's identified in the opposition that was filed?
A I believe it is.
Q Okay. And that amount is approximately ten times what the debtors are alleging that DLA owes us as a result of the alleged breach, correct?
A Correct.
Q Okay. Can you explain the $100,000 of invoices ready

to submit, but blocked?

A Yeah. So where we first saw the indication of CAGE code issues was on or about September 4th, when one of our accounts receivables clerks were working to upload invoices specifically related to the FSG-53 contract, but under the 1HEN99 CAGE code, and received the automated response that those invoices have been rejected.

The invoice upload process is a fairly laborious process. The woman spent some time uploading, I think, 10 or 15 of these invoices, just to get a similar rejection. And so there's roughly $100,000 of invoices that have been rejected that we haven't uploaded.

So, once those would be uploaded, they would likely move into the FSG-53 column. But there -- there are invoices that have been, you know, kind of rejected in our, you know, ind of ability -- ability to upload into certain -- certain parts of the -- the Wide Area Work Flow.

Q Now, since the filing of the motion and your declaration, have you done some further investigation into the impact that the CAGE code block may have had on the ability to upload new invoices?

A Yeah. I spoke with our team yesterday to understand if -- if we're still having invoicing issues. And they said that, in some instances, invoices are going through and other invoices, they're still being blocked. And they're -- you

know, kind of the -- the comment that was made is there's no rhyme or reason for what's getting through and what's not. So it's a fairly, you know, inconsistent process with our ability to upload invoices to DLA.

Q And is "other" just everything else?

A Yeah, everything -- yeah, everything else that's on the books and records.

Q And so what does total open balance of thirty-one eight mean?

A That is what -- if you look at our accounts receivable ledger, we've got $31.8 million of receivables owed to us from the Defense Logistics Agency.

Q So is it fair to say that at least 26 million of the amounts on this chart are for invoices for which you are not aware of any dispute?

A Yes.

Q I know this is obvious. But for the record, can you just explain to the Court the impact that not being able to receive monies from the DLA under these contracts would have on the ability to administer these bankruptcy cases?

A Yeah. I -- I think we would, over the next few weeks, quickly become administratively insolvent in our inability to fund, you know, basic operations, including payroll and benefits to the employee base, probably by, you know, the end of two -- two or three weeks from today.

Q Is that about how long you think the debtors could survive in Chapter 11 without payment from DLA?

A Correct.

MR. DEAN: I have no further questions on direct, Your Honor.

THE COURT: Okay. Any cross-examination?

MR. GESMUNDO: Yes, Your Honor, just briefly.

THE COURT: Very well.

CROSS-EXAMINATION

BY MR. GESMUNDO:

Q Good morning, Mr. Albergotti.

A Good morning.

Q You mentioned that you reviewed the United States' objection. Is that correct?

A Yes.

Q And do you have it there in front of you? I'll give you some time.

A Is it in the binder? I do not know if it's in here.

(Participants confer)

MR. GESMUNDO: I have a copy of if -- you have it.

MR. DEAN: Yeah, we have a copy.

MR. GESMUNDO: Okay.

(Pause in proceedings)

MR. DEAN: Do you need a copy of your objection?

MR. GESMUNDO: Oh, I have one.

(Participants confer)

THE WITNESS: Oh, yeah. I need a copy. Sorry. It's not in the in the binder.

MR. GESMUNDO: You need one. Okay.

THE WITNESS: Sorry.

(Participants confer)

BY MR. GESMUNDO:

Q Mr. Albergotti, could you turn to Paragraph 12, or page -- I'm on Page 10. Do you have that? This is --

A Yep.

Q -- ECF 124.

A Where the header is "DLA Hasn't Maintained the *Status Quo*"?

Q Correct.

A yeah.

Q Paragraph 28 refers to acknowledging the receipt of a proper invoice. What's your understanding of what a "proper invoice" is?

A I believe that would be fulfilling all of the requirements in the contract regarding price, quantity, and, you know, kind proof of delivery and receipt from the Government. I'm sure there's other steps along the way inside of DLA, but I -- I'm not a hundred percent sure what those would be.

MR. GESMUNDO: And in the demonstrative debtors

counsel put up -- I don't know if it's possible to put it up, so he can refer to it. The first one had a Work Flow --

MR. DEAN: We're going to put it back up.

MR. GESMUNDO: Yeah.

MR. DEAN: One second.

MR. GESMUNDO: Oh, okay. Thank you.

BY MR. GESMUNDO:

Q On the previous --

A Yep.

Q Yeah. Thank you.

Do you see Number 5 says "invoice submitted"?

A Correct.

Q And so what's your understanding of how much time the DLA has to pay once an invoice is submitted?

A I think, under -- I believe, under the Prompt Payment Act, it is within 30 days. And then there's obviously the small business provisions, there's various provisions that would accelerate those payments.

Q Understood.

And going back to -- sorry to have you move around --

A Yep.

Q -- your declaration, Exhibit 3. It's the spreadsheet --

A Yep.

Q -- where, both in our motion, and you sort of just

testified to it as well -- do you see invoice received dates for August 24th and August 21st on those first two lines?

A Correct.

Q Based on those dates, is it fair to say that the 30 days haven't lapsed?

A That is correct, but also, I think what we would also see is the invoice issue date is also June 30th. I understand there's, like, a discrepancy there, but that's the reconciliation process that the company goes through with DLA.

Q And so would it be fair to say that that issue or that discrepancy is a dispute as to the payment being due on a certain date?

A I'm not sure I -- could you ask that one more time.

Q Sure. I'm happy to ask it one more time.

So, is it fair to say, then, that whether payment is due is in dispute, based on the fact that those invoice-received dates and today's date don't add up to 30 days yet?

A What I would say, though, like, in response to that is DLA has assigned a payment date to that and that's that forecasted date column. So, in DLA's process, they have approved the payment and we've made forecasts based on those approved dates. And the goods, also, have been received by the Government for over 60 days at that point.

Q Understood.

A And so, like, I get it, but there's numerous examples that we could go back and forth around when payment would be due based on when invoices were. And, you know, the first contact that we had with DLA on this specific line was August 6th, asking for confirmation and proof of delivery, which DLA did not respond to until August 23rd or 24th, I believe.

Q Understood.

A So there was a three-week delay on DLA's part on that of when we actually provided all of the relevant information.

Q Understood.

But what's your understanding of the forecasted date, that doesn't necessarily trump the Contract Disputes Act that you cited, correct?

MR. DEAN: Objection; calls for legal conclusion.

THE COURT: I'm not going to have the witness give his legal understanding, but if he can -- I will permit him to describe what the practice has been in his experience as a business matter.

THE WITNESS: Yeah, since we were -- since boarded -- since I got engaged with the company in July, almost without fail, the forecasted date that we see in WAWF is the date that the Government pays. Maybe there's a day or two discrepancy, but typically it's every week with when we get the refreshed wide area work flow file, it will list a

certain number of payments on a certain date and we will, within a very tight margin, see those payments come through.

BY MR. GESMUNDO:

Q Understood. Thank you, is Mr. Albergotti.

A Uh-huh.

MR. GESMUNDO: If my colleagues are -- or opposing counsel wouldn't mind going to the next demonstrative, please?

BY MR. GESMUNDO:

Q Mr. Albergotti, you noted that I believe it's starting from the 10.1-million-dollar amount, that column --

A Yes.

Q -- to the right, that doesn't appear in the WAWF, wide area work flow, like, that information is, in other words, not in DLA's -- within DLA's knowledge?

A It should be within DLA's knowledge, but in the extract that we run in forecasting our receivables, it's not in the report that we generate on a daily basis to track this. But they should be aware of the order, especially on the 10.1, the order that was placed, delivered, and received. There's just a reconciliation process that goes through while we're confirming with the relevant counterparties and DLA, that they have everything they need for us to upload the invoice into the wide area work flow.

Q Understood.

Moving to the column to the left, there's the $1.7 million that counsel had asked you about. It's the one that says, "Reasons," undermarked "Code B."

A Yes.

Q In your declaration, you noted that in the preparation of the spreadsheet, you -- I believe this is ECF 103 -- do you have that in front of you? This is your declaration, page 3 of ECF 103, paragraph 8 and 9.

A Yep, I'm there.

Q I think it's one, two, three -- four bullets down within 9, you noted that the following columns were removed from the schedule because they were relevant to the motion and one being a reason code.

Is that what you were referring to, reason code, is that the same one?

A Yeah, what we were trying to identify is just the invoices that were scheduled for payment --

Q Okay.

A -- and it was more of a formatting issue to try to get it to fit into the file.

Q Okay.

A We're not disputing that the reason code exists and there's 1.7 million of invoices that are in various forms of dispute with DLA.

Q Okay. And so you just said they're in dispute,

correct?

A Yes.

Q Okay.

A There's a host of reasons under Reason Code B for which an invoice could not be moved for payment. And the team at Noble works kind of diligently with DLA to reconcile those items.

Q Okay. And I think at one point when counsel was asking you, you mentioned that DLA might have a different opinion of that.

Do you recall what you were referring to?

A I think of just more on the FSG 53, that those invoices are due, given the ongoing disputes with that. And if you look at those specific invoices, there's -- I mean, there's a lot of small-dollar invoices just because the nature of that contract is large-volume, small-dollar quantities. And, you know, there's a number of mismatches, you know, products shipped to the wrong location. There's just, you know, the commentary in that is lengthy around if those invoices are, you know, kind of, I would say, matched on both sides. And so I would assume, given the litigation that may take place around the FSG 53 contract, those invoices, likely, kind of get reserved and dealt with as part of a larger settlement around the FSG dispute.

MR. GESMUNDO: No further questions, Your Honor.

THE COURT: Okay. Anything by way of redirect?

(No audible response)

THE COURT: Okay.

MR. HARRIS: Thank you, Your Honor. Adam Harris from McDermott Will & Schulte on behalf of Blue Torch Finance, as the secured lender.

THE COURT: Okay.

CROSS-EXAMINATION

BY MR. HARRIS:

Q Good morning, Mr. Albergotti. How are you?

A Good morning, I'm good.

Q Just a couple quick questions.

The chart that's up on the screen right now, you have the objection from the Government in front of you?

A I do, yes.

Q Okay. If you could take a look at paragraph 3, which is on the petition date, 20,380 delivery orders remained outstanding and then it refers to prior cancellation of about 11,800 of them.

A Correct.

Q So there's about 9,000 orders that are still outstanding; is that right?

A That's correct.

Q Are those accounted for anywhere in this chart?

A Some of them may be in the invoices ready to submit,

but blocked, but not 9,000. That was -- that's like a hundred or so in that.

Q And what is the anticipated timing for performance by the company for delivery of those orders?

A I'm not a hundred percent on all of them, but there -- like, as we go through every day, we are continuing to perform on those orders and ship those orders out to the best of our ability.

Q So, in effect, the Government is asking you to continue to perform under the terms of this contract, but basically saying, We're not going to pay you, with respect to your prepetition obligations?

A I don't know if that's a legal --

Q Well, it's just a question. I mean --

A I think the concern that I would have is failure for us to collect on receivables and have cash to continue to pay our employees would make it almost impossible to perform on that contract.

Q Has anybody from DLA contacted you with respect to the performance relative to the 9,000 outstanding orders?

A Not that I'm aware of or not that I've had contact with.

MR. HARRIS: No further questions, Your Honor.

THE COURT: Okay. Very well.

Mr. Dean?

MR. DEAN: Yeah, just briefly, Your Honor.

REDIRECT EXAMINATION

BY MR. DEAN:

Q Mr. Albergotti, I just want to have a -- I just want you to clarify how you and I, when we were talking, are using the word "dispute" when I was asking you whether you were aware of any disputed disputes as to the 8 million, the 2.9, the 10.1, and the 5.5, okay.

Were you referring to substance or timing of payment?

MR. GESMUNDO: Objection; vague.

THE COURT: What's your response to the objection?

MR. DEAN: I'm happy to rephrase, but I thought that the question was clear as to what I was asking the witness.

THE COURT: I think it's clear enough, so I'll overrule the objection, and you can answer to the extent that you are able to.

THE WITNESS: I think, you know, when I think about the disputes, I think it is more around a price-and-quantity dispute and maybe a little-d dispute, not a defined term dispute, but a reconciliation process that needs to take place that may delay the timing of payments.

BY MR. DEAN:

Q So when you were speaking to me about whether these amounts were in dispute, you were not referring to whether it

might be to -- there may be some -- a couple of days of variation as to when the payment was actually due and payable under the contract, correct?

A Correct, especially for the 8 million.

Q Okay.

A There would be some variability on the days that the payment might be received and then it becomes less certain on the timing of payment as we look at the 2.9 and the 1.7, because there's additional work that needs to be done between both, Noble and the customer, to understand what the discrepancy is.

Q And just to clarify, are you aware of any substantive dispute, not payment timing, with respect to the 8 million, the 10.1, or the 5.5 million?

A I am not, no.

Q And any -- do you believe that any substantive dispute, with respect to 2.9 will ultimately be resolved?

A I don't have any reason to believe that it wouldn't be, but given that there's, you know, 1.7 that's, over time, has moved -- like, has not been able to be reconciled on an easy basis, my suspicion is some portion of that 2.9 will move into the 8 million category and some portion would move into the 1.7.

Q Thank you.

MR. DEAN: Your Honor, I have no further

questions.

THE COURT: Okay. Any other party have questions for Mr. Albergotti; if not, thank you very much for your testimony. You may step down.

(Witness excused)

THE COURT: And Mr. Dean, you may call your next witness.

MR. DEAN: That concludes the evidentiary presentation, Your Honor.

THE COURT: Okay. I'm happy to hear from the Government, then.

MR. GESMUNDO: Your Honor, I think I just had a couple of points that I wanted to bring up --

THE COURT: Okay.

MR. GESMUNDO: -- one, which has to do with -- it's in relation to this total balance that's projected at 31.8. I think I wanted to point out to Your Honor that notwithstanding the total amount of claims that the debtors are projecting to be owed to them, the United States also has time, up to 180 days, to file its proof of claim and to gather that information and to present that it is also owed. So, I guess the point being that it sort of leads the Court back to where you started, Your Honor, which is that we might need a claims estimation process.

THE COURT: All right. So I understand that and

based on the evidence I've heard so far, I've got any number of questions, but it seems to me, just as a matter of ordinary process, that we should give you the opportunity to present your evidentiary case --

MR. GESMUNDO: Sure.

THE COURT: -- and then we can have a conversation about what to do in light of what the evidence is, if that makes sense to you.

MR. GESMUNDO: Yes, that's fine, Your Honor.

THE COURT: Okay. So I understand your point and I just think we ought to proceed in the sort of normal course and address the various questions that arise from the evidence after I've got a full body of evidence.

MR. DEAN: Your Honor, I believe that their declarations were their evidence and they've already been admitted. I don't think they have anything else, but I just want to --

THE COURT: Okay. Well, I --

MR. DEAN: -- I think we're --

THE COURT: If that's the case, then that's the case. I just -- is there anything further on an evidentiary basis that the United States --

MR. GESMUNDO: I mean, as counsel pointed out, the declarations demonstrate --

THE COURT: Okay.

MR. GESMUNDO: -- DLA's position as to whether there's a payment in dispute and so I don't anticipate calling a witness, unless the Court has questions for DLA.

THE COURT: So, I have one set of questions and if they're answered by your declarations and I've missed it --

MR. GESMUNDO: Okay.

THE COURT: -- then you should tell me, but Mr. Albergotti's testimony and the emails he attached identify DLA taking the view that, basically, claims were not being paid on account of the bankruptcy and I sort of want to understand what the Government's position is about that. That feels like, at least first blush, feels like an *ipso facto* thing and so I don't know if there's a position, if this is a factual question about policy, or just a legal position, but if there's anything you can tell me to help me understand what the Government's view of that is, that would be helpful to me.

MR. GESMUNDO: Understood, Your Honor.

And I think -- I don't think Your Honor missed anything in the briefs or in the declarations. I will say that the witness, in particular, that is unavailable till noon is the one that was attesting to the fact that this was an administrative hold, in regards to Mr. Albergotti's testimony, that they received notice on September 4th. We're still sort of within this period of where the information

needs to get disseminated and so it was inadvertent, to the extent that was the phrasing, but it has since been corrected, I believe, and the witnesses' declarations demonstrate that. And that's Ms. Sawdey's declaration, Your Honor.

THE COURT: Okay. You know what? Let me just take a minute to refresh on those declarations.

MR. GESMUNDO: Of course.

MR. DEAN: Do you think we could take a five-minute break before argument, would that be okay?

THE COURT: Certainly. Actually, it might be helpful if --

MR. DEAN: Okay.

THE COURT: Why don't we take 15 minutes. I'd like to look at the material, and we can come back at 11:15 and discuss further.

MR. DEAN: Thank you.

THE COURT: Okay. So until then, we're in recess. Thank you.

MR. DEAN: Thank you.

(Recess taken at 11:01 a.m.)

(Proceedings resumed at 11:27 a.m.)

THE CLERK: All rise.

THE COURT: Be seated.

Okay. Mr. Dean?

MR. DEAN: Thank you for the break, Your Honor. We appreciate it. And thank you for the extended break.

I had a bunch of things I was going to say, but listening to what --

THE COURT: Can I apologize for a second? And I -- when I left the bench, I grabbed my phone that I need to authenticate to log on and now I'm here and I can't log on and, therefore, I can't take notes. And if I were smarter, I'd be able to get through this without it, but because I'm not, I need to grab my phone. So let me recess for a second. Only a second, though. Apologies.

(Pause)

THE COURT: And because I have the greatest team in show biz --

MR. DEAN: You have it. It just appeared.

(Laughter)

THE COURT: Hold on one second.

(Pause)

THE COURT: Okay. Very well. My apologies. I'm with you so far.

MR. DEAN: Okay. Thank you, Your Honor.

I had a lot of things I was going to say about Strumpf and the related issues, but I tried to listen to you and the conversation we had earlier and the concerns that you had, so I think I know where you are.

THE COURT: Okay.

MR. DEAN: So I'm going to be brief and I'm going to focus on what I think you care about today and then if you could tell me you disagree with me, we'll have a conversation about that.

THE COURT: Okay. Before we launch, I take it, notwithstanding whatever conversations you had, I still have this question to resolve and that I've got a decision to make?

MR. DEAN: That is correct.

THE COURT: Okay.

MR. DEAN: Thank you.

I think sort of where this hearing has evolved to and boiled down to from my perspective, and I think you would agree with me, is can you allow us to get paid while the DLA is adequately protected on whatever setoff rights its alleging while that dispute is resolved? And we think the evidence shows that the answer to that is yes.

As you know, we alleged that we're owed $3.2 million as of the filing of the motion; $5 million now; and 8 will come due in the next few weeks. The evidence was undisputed that there is no dispute, other than a couple of days here and there with respect to at least $23 million of monies that's going to come due and owing by DLA to the debtors by the end of November.

And so what have they alleged? They have alleged we're owed a little under $3 million under the settlement agreement, and I'll talk about that in a minute --

THE COURT: Uh-huh.

MR. DEAN: -- and then we're owed $7.9 million under this FSG contract. So even if you accept everything they said to be completely accurate --

THE COURT: What about the False Claims Act claim?

MR. DEAN: That's the -- the False Claims Act claim is the settle -- the settlement agreement claim, is my understanding.

THE COURT: Oh, that's been reduced to a settlement?

MR. DEAN: That's the settlement agreement claim. Counsel can correct me if I'm wrong, but I believe that's the case.

THE COURT: Okay. Got it. Okay.

MR. DEAN: Okay. So there's just two claims that they've alleged against us. One is the settlement agreement claim, the false acts claim, and then the other is the seven nine it's consumed in this litigation --

THE COURT: I understand that.

MR. DEAN: -- that we commenced against them for $80 million.

So my first response to Your Honor's question is

they are absolutely adequately protected just by virtue of the mere dollars that are going to be owed after the 8's paid for the next few weeks. If there was any dispute beyond that, I want to make a couple of observations. One about -- a couple about the agreement -- the settlement agreement claim itself and then a couple about the 7.9-million-dollar claim consumed in our litigation against them.

Let me start with making a couple of observations about the settlement agreement. I just want to point Your Honor in Exhibit 3 in the binder to the provision that we're dealing with here and that -- and the one in dispute -- and that is on page 10 of the settlement agreement. It's paragraph 9, sub (e).

THE COURT: So my form of binder has tabs for Exhibit 1 and Exhibit 2 and not a tab with Exhibit 3, unless you mean Exhibit 3 to Exhibit 1?

MR. DEAN: I think it's exhibit -- I think we updated the binder yesterday after we got --

THE COURT: Oh.

MR. DEAN: -- so let me get you a copy of the Exhibit 3.

THE COURT: Okay.

(Pause)

MR. DEAN: Do we have another?

(Counsel confers)

MR. DEAN: Your Honor, may I hand up a copy of Exhibit 3?

THE COURT: Certainly.

MR. DEAN: I apologize, I thought you had a copy of this in the binder.

THE COURT: And it's possible that that exists and it's my fault.

MR. DEAN: My apologies.

THE COURT: No worries. And never eliminate, you know, the possibility that it's my fault.

MR. DEAN: This is the same document that's attached to their declaration that was docketed, as well --

THE COURT: Got it.

MR. DEAN: -- just for the record, Your Honor. So if you ever want to look at it on the docket, it's there.

So what we're talking about here is page 10 and it's paragraph 9(e)(2). And what this paragraph says in relevant part is if there is a bankruptcy filing, then the settlement amount basically blows up and goes to $3.4 million. So the agreed amount that we owe them now is 537,000. We don't dispute what they say about that, but what we do strongly contest is the enforceability of this provision, which is an objective and very clear, unenforceable penalty, and *ipso facto* clause.

THE COURT: Walk me through the specifics. So

this is paragraph 9?

MR. DEAN: 9(e).

THE COURT: And the United States has an undisputed, noncontingent, liquidated, allowed claim against Noble in the amount of 3 point -- roughly $3.5 million, less payments received under, one, provided, however, that such payments and amounts otherwise avoided and recovered from the United States by receiver, trustee, custodian.

That's different from saying --

MR. DEAN: Well, I think it's -- you've got to start with (e) on the third line.

THE COURT: Yeah, okay.

MR. DEAN: It says: If before the settlement amount -- it's the third line.

THE COURT: I see.

If they're avoided for any reason --

MR. DEAN: And then it goes on to say if before the settlement is paid in full, Noble files for bankruptcy, then... and then it explains --

THE COURT: Okay.

MR. DEAN: -- the result of that in (2).

THE COURT: I see. Thank you.

Or if before the settlement Noble commences a bankruptcy proceeding.

I see.

MR. DEAN: So there are countless -- and we just got this, like, this morning --

THE COURT: Okay.

MR. DEAN: -- but there are countless decisions that talk about what a penalty is --

THE COURT: Assume I understand the way 541 treats *ipso facto* clauses.

MR. DEAN: Well, I was actually going to talk about --

THE COURT: I'm sorry.

MR. DEAN: -- the distinction between a penalty and a liquidated damages provision in the context of this, but this is a clear penalty, from our perspective, that this is an *ipso facto* clause that's unenforceable. So our position is you could rule on this. This is a purely legal issue from our perspective.

THE COURT: I understand that.

MR. DEAN: I don't think we need an estimation hearing on this issue.

THE COURT: No, I understand that question -- that point, also, but I -- help me with the math.

MR. DEAN: Okay.

THE COURT: The effect of this increases the Government's claim under the settlement from what to what?

MR. DEAN: Five thirty-seven to three two, minus

the payments that have been made, which is about two nine. It's in their objection.

THE COURT: Okay.

MR. DEAN: So that's the spread of the dispute; it's about $2.4 million.

THE COURT: And I take it your fundamental position is, okay, even if we owe them $3 million, that's still --

MR. DEAN: It's so -- the math still works.

THE COURT: -- they're still -- so, therefore, if I accept that, there's no reason for me to hurt my head over this, right?

MR. DEAN: The math still works. I just -- I only say if you're going to say anything about an estimation hearing on the other piece of it, which we'll talk about in a minute, I don't think we need to do that here because this is purely a legal issue that the Court can rule on.

THE COURT: No, I -- okay, so I'm with you that far.

MR. DEAN: Okay. Now, let's talk about the seven nine, and, again, it's the same concept. They've got plenty of money that's going to come due in the next several months. It's disputed they could cover that, but more to the point, what would an estimation proceeding on this look like? I mean, you --

THE COURT: No, I understand -- I think I understand what you're saying.

MR. DEAN: This is a pretty complicated claim that we put into this 58-page, single-spaced letter, right. But I think all you have to do is find that our claim is at least seven -- our eighty-million-dollar claim is at least $7.9 million and it becomes a wash. It's like a defense or a recoupment to this.

THE COURT: I understand.

MR. DEAN: So my point is, they're adequately protected to allow us to get paid and the releases CAGE-block in so many different ways.

THE COURT: So, Mr. Dean, this is helpful and so -- and apologies, although I've read the papers, there have been a lot of numbers floating around and your floating bar chart is helpful for me to under -- put these in buckets --

MR. DEAN: Uh-huh.

THE COURT: -- but just so I -- let me pull up your floating bar chart for a second.

So I understand the $8 million. I under -- I certainly understand that some of the -- you could have a conversation about whether the 2.9 is either disputed or not disputed, but I think I understand what the record tells me about that. I understand that the 1.7, let's call that "disputed" and the 3.3 that you claim is a receivable under

FSG 53, that's clearly disputed, right?

MR. DEAN: Not necessarily. It's sort of encompassed in all of that. We don't have a reason to believe that these invoices right now are disputed, but we do anticipate that if we're going to be litigating this whole FSG contract with them, that they may raise --

THE COURT: Okay.

MR. DEAN: -- it at the appropriate time. So, potentially disputed, I would call it.

THE COURT: Okay. Let me make sure I understand the state of play. The $80 million that you're claiming under FSG 3 (phonetic), that's -- the only thing you're showing on this bar chart as to that $80 million is this 3.3?

MR. DEAN: That's what our invoices for work.

THE COURT: You've already invoiced, and there's a dispute about the rest and that you may or may not get it.

MR. DEAN: Correct.

THE COURT: And the issue about the settlement payment and the -- I'm sorry -- the incentive payment issue is encompassed within that?

MR. DEAN: It's consumed in that.

THE COURT: So if they win that, that will reduce that claim by $7.7 million?

MR. DEAN: That's correct, Your Honor. You got it.

THE COURT: Okay.

MR. DEAN: You got it.

THE COURT: All right. So I understand that.

And then the other moving part is this settlement agreement, your Exhibit 3, in which they have a claim against you that is either for 2.9 or for 5.7 --

MR. DEAN: 5.7.

THE COURT: -- depending on the *ipso facto* question?

MR. DEAN: Correct.

THE COURT: And so the maximum that you may owe --

MR. DEAN: Is 11 -- nearly almost 11 --

THE COURT: It's the three million --

MR. DEAN: -- a little under 11.

THE COURT: -- it's the $3 million here; it's the $8 million --

MR. DEAN: Call it 11.

THE COURT: I see. And some of the amounts that you're claiming, you might not get, so -- right -- like, say, the 1.7 and maybe some of the 2.9. But that's not --

MR. DEAN: But we're at least --

THE COURT: -- a payable?

MR. DEAN: -- going to get the 23 of that.

THE COURT: Okay. All right. I understand.

Okay. All right. So I think I understand what

you're saying. Taking the time to actually understand the evidence has been helpful, so I appreciate your patience with me, but I think I get it.

MR. DEAN: No problem. There's a lot involved, Your Honor. I know we're doing this in a very short period of time, so I appreciate Your Honor's indulgence.

I don't think it makes sense for me to get into any of the other legal issues. I just really wanted to explain to you why --

THE COURT: Yeah.

MR. DEAN: -- we think that we should get this CAGE-block release today and start getting paid. They're completely protected, not just by the setoff on our litigation claim, but the amounts due, and I think this *ipso facto* provision in the settlement agreement is very tenuous, at the best, in any event.

THE COURT: Understood. Okay.

MR. DEAN: Thank you, Your Honor.

THE COURT: All right. Thank you.

So, Mr. Gesmundo, help me with -- please come up. So -- okay. So what's, exactly, the Government's position here?

MR. GESMUNDO: I think, Your Honor, the Government's position is Mr. Dean's right that two claims have been presented before the Court, the 80 million and then

on their side, they've obviously presented, in supplemental declaration, and Mr. Albergotti's testimony, this Contract Disputes Act, eighty-million-dollar claim. I think the Government's point is what we're seeking is adequate protection and, obviously, we have a dispute over the dollar amounts because the Government anticipates filing further proofs of claim that would --

THE COURT: So --

MR. GESMUNDO: -- shift the funds -- the dollar amounts that we're --

THE COURT: So, look, I want to be respectful of the Government's rights here, right. I mean, I'm not going to -- this is a court and we're going to do this according to law and the record and be respectful of the fact that you've got time to file your proof of claim, but what we're not going to do is sort of strangle the debtor, needlessly, in the meantime.

So what I really want to understand is, let's -- you haven't presented me with any evidence today about amounts due to the Government, other than this $3 million and the potential $8 million in the incentive payments, right. It's $11 million and that's the maximum, subject -- the Government's going to continue to do its investigation, it's going to do what it's going to do, but based on the record before me, all I've got is this $11 million, right?

MR. GESMUNDO: Yes, Your Honor.

THE COURT: And so if the Government were to -- and it seems to me that what the record shows me -- and tell me if you disagree -- is that, really, the only basis for withholding the payments that were described as otherwise being scheduled to be made since the petition date is, essentially, a Strumpf argument that you need to freeze those amounts in order to protect your right of setoff.

MR. GESMUNDO: Correct, until we can file that motion for relief from stay to file our setoff motion; Your Honor, that's correct.

THE COURT: Okay. So, look, I'm not going to stop you from protecting your rights, but it seems to me, based on the record before me, there's a way to get the case -- there's plenty of money in future amounts that will be due from the Government to the debtor to allow us to get through a sale process and then sort that out.

I was prepared -- look, I was prepared to set a very quick estimation process, if necessary, and I'm still sort of happy to do that, but I don't really see the need for us all to be -- to have our hair on fire if what we're talking about is protecting your right to get paid -- to retain $11 million worth of setoff in a world in which it's pretty clear there's more than that in the pipeline, including for amounts that haven't yet been shipped, but are

going to be. And so it doesn't seem to me, necessary, to create an -- look, the debtor is running out of money in two weeks, right. And so if we were going to do an estimation, what we were going to do is we were going to have a hearing in the a week, where we were going to do an estimation and figure out what's owed and resolve all of that. And we could do that, but to what end? Why -- that's going to be a sloppy, fast, highly expedited process in which we sacrifice getting it as right as we can because we have an emergency. And if we had a real emergency, that's what I would do, but just looking at this record before me, I don't think it's necessary to do that in order to protect the Government's interests.

And so let me pause there for a second and if you think there's something that I'm misunderstanding or I've got the facts wrong, I want to make sure I've listened to you fully.

MR. GESMUNDO: Sure, Your Honor, and I appreciate that.

And it's not so much that you've misapprehended anything that the debtors have said. I think the United States maintains that by virtue of filing that letter, that that $80 million or whatever's mentioned in that supplemental exhibit that was filed today, in the same way that as you've already recognized, the Government has its right to file its

proofs of claim in amounts that we anticipate will be in excess of that. That $80 million, in our view, although it was received in (indiscernible) today, Your Honor, shouldn't be calculated --

THE COURT: Let's assume that I'm not crediting any of the $80 million --

MR. GESMUNDO: Yes.

THE COURT: -- and I'll really going -- making this decision based only on this chart --

MR. GESMUNDO: Sure.

THE COURT: -- and the record about there being future deliveries, you know, in the millions of dollars as to which, you know, the debtor is going to deliver the product and they'll send invoices and if there remains, at that point, a receivable due to the Government, the Government would be able to set off against that and I've retained the authority to resolve that.

So why isn't that sufficient to ensure that we can get to a sale process, maximum value for everybody, and still not prejudice the Government's interests?

MR. GESMUNDO: Your Honor, at that point, I would direct the Court's attention to our objection and more specifically, the background where we describe each of the contracts and highlight which ones have been expired on their own terms, terminated. So when the Court's premise is that

there's still three deliveries, the United States would dispute that, and so...

THE COURT: Okay. That's fair. So let's -- and the record I've got on that is not crystal clear.

Okay. Mr. Dean, can I ask you this question -- and don't go very far --

MR. GESMUNDO: Sure. I'll be right here.

THE COURT: -- because I'm trying -- look, before you come up, let me tell both of you this is sort of how I view the world, right. Strumpf says what it says. No one seems -- it clearly contemplates surely when there's an undisputed relationship back-and-forth, you're allowed to freeze. It doesn't tell us what happens when there's a dispute, but the references in that opinion to parties moving quickly for stay relief and the like clearly contemplate that we're not going to, you know, basically freeze the case indefinitely to the detriment of the estate and other creditors for this purpose.

So -- and in the absence of any other authority that gives me any greater clarity, what I take from this and the principle that I glean is, therefore, the Court ought to, based on the record before it, set up an appropriate process and exercise its discretion wisely to set up a process that protects the rights of the party that's entitled to setoff on the one hand and balance that against the interests of the

estate in maximizing value for others on the other, and use your best judgment to come up with a process that's rational.

So, does anyone disagree that that's, like, the best thing I can do under the circumstances?

MR. DEAN: We agree, Your Honor. Thank you.

MR. GESMUNDO: No disagreement, Your Honor.

THE COURT: All right. So that's -- so we now agree on what the question is. So what's the answer?

And there, I'm interested in hearing a little more from both of you. The motion that I've got is asking me for relatively narrow relief about the first -- this week or so, right? So help me --

MR. DEAN: Yeah, I actually have the proposed order here. I want to address that. So that was at that time. Since then, the amounts have increased and we've also asked for the relief for them to perform under the contracts and to unlock the CAGE/CLIP code so the idea was that they would pay us the amounts overdue now, but they would continue to honor the invoices and pay them as they go forward until such time as we have a hearing.

THE COURT: Can we stop there for a second and let me go back, because the locking of the CAGE code, that stops them from submitting additional invoices?

MR. GESMUNDO: That's not correct, Your Honor, based on the declaration.

THE COURT: Okay. So tell me what is the story?

MR. GESMUNDO: So they're able to submit, but I believe Ms. Dunaway -- Sawdey, sorry, testified that it's just the DFAS, who's managing the payments, has not issued final payment. But it's --

THE COURT: So you don't dispute the proposition that they should be permitted -- it would be improper to block them from submitting invoices?

MR. GESMUNDO: Correct, which is why we submitted a declaration that they're not.

THE COURT: Okay. All right.

So if there are details that need to be worked out, you can work through that, but that's certainly my view.

MR. DEAN: Your Honor, on that issue, and just to clarify, Your Honor, when all of this was going on originally, we were having problems uploading invoices, so we assumed that the locking of the CAGE code prevented us from doing that till we --

THE COURT: And I get that, and everyone's working fast, and, look, the Government -- representing the United States, I appreciate, is a complicated thing. It's a large bureaucracy. There are a lot of -- you know, it's -- I get -- and so I'm assuming that everyone here is proceeding in the best of faith, doing their best with a complicated circumstance. So I'm not -- no one is to be faulted if

there's a disconnect. That happens in life, but it sounds to me like there isn't a dispute that the Government agrees that you should be permitted to submit invoices and if there's some step that needs to be taken to cause that to happen, the Government will do that. And if you need an order from me, you should include that in the order that we're going to end up with today. And if that's helpful to the lawyer for the Government in getting its client to do what it needs to do, I'm happy to try to be helpful.

All right. So --

MR. DEAN: Yeah, and the CAGE code block is basically just blocking their payment processor from paying us on invoices that have already been approved.

THE COURT: Okay. So I understand that and that's -- they're taking the position that they're entitled to do that as an administrative freeze.

MR. DEAN: Correct.

THE COURT: And what I want to figure out is what's an appropriate mechanism. It seems to me, at a gut level, from having heard this testimony, that there's a way to set up a process that will get you through a sale process and get enough money into the estate to run the case while, at the same time, protecting the interests of the United States to preserve whatever setoff rights it may have.

And what I'm interested in really flushing out is

let's talk about the details of what that looks like. Does that -- am I making sense?

MR. DEAN: It does. It makes absolute sense.

THE COURT: So, from your -- from the debtors' perspective, how much needs to be released and when in order to get us to whatever point you think you need us to get to and explain to me how we can do that while protecting the Government's interests.

MR. DEAN: Would you mind if I took a quick break and consulted with Mr. Albergotti? I think I need to talk to our finance guys to sort of understand --

THE COURT: Certainly.

MR. DEAN: -- the projections a little bit more to answer that question?

THE COURT: So, yeah, and, look, let me tell both sides, this is -- I can do this or I can have you do it and -- but this is where we're going to end up. We're going to end up with some mechanism that creates some -- that directs some short-term funding, as necessary, and then what we do on the back end, you know, I'm happy to have a further conversation about or you could talk about. Are you guys -- if the Government is comfortable that there's enough in there that we can let it roll out, we can. If the Government wants, after two or three weeks, to have an estimates hearing, where we can estimate its claim and then liquidate

it and then you would effect setoff then, we can do that.

I'll tell you, preliminarily, this looks like an *ipso facto* clause to me and that seems like that's likely to reduce the amount. I don't -- you know, again, that hasn't been briefed so I don't want to rule or pre rule, but just from reading the words, I don't -- you know, that's how it looks to me. And so, therefore, it seems to me the max -- the likely maximum amount is likely protected by allowing this case to run for a few weeks and then doing an estimation then.

MR. DEAN: And what I would like to ask, but I just want to make sure before we take a break and I do that is, I understand -- I think the question is, at what point in time will we get to $11 million that the Government owes us under these invoices? And I don't know whether we can even answer that, but I'm going to try to get you an answer to that.

THE COURT: Okay.

MR. DEAN: But is that the question? Is that essentially the question?

THE COURT: Sort of, yeah. And I mean, it's 11 in, you know --

MR. DEAN: Undisputed -- 11 of the undisputed.

THE COURT: Right. And if we can get to a point where we can set up a mechanism before we threaten their

ability to get paid in full if they win everything, how do we fund the case until then and set up a mechanism, then, where, then, we'll decide what the claim is and make a decision and allow it to roll forward thereafter?

MR. DEAN: If you can give us a couple of minutes, I --

THE COURT: I'm happy to give --

MR. DEAN: -- think I can get you an answer.

THE COURT: Look, I'm also happy to give the parties the time to talk about what such a mechanism would look like if you think that would be helpful.

MR. DEAN: Okay. I think I need to have a conversation with my side first and then --

THE COURT: First, you're talking -- why don't you first talk to your finance team and then --

MR. DEAN: We'll confer with them before we come back --

THE COURT: Fine.

MR. DEAN: -- and we'll see whether we can work something out.

THE COURT: And if you can't, I'm happy to make a decision. I'm not punting, I just think that we have the usual, you know, having you entrust your faith to a monkey with a gun, if you're able to figure this out consensually among yourselves, you might do better than I'm going to do.

So, again, I'm not -- I'm willing to make a decision, I just want to be respectful that all of you know your case better than I do.

MR. DEAN: Okay. I think I understand what you're looking for.

THE COURT: All right. Very well.

MR. DEAN: Thank you.

THE COURT: Is there any objection to proceeding in that fashion?

MR. GESMUNDO: No, Your Honor.

THE COURT: Okay. Very well.

So we'll recess. Thank you. And just let Ms. Barksdale know when you wants to come back.

MR. DEAN: I will. Okay. Thank you very much.

THE COURT: All right. Thank you.

(Recess taken at 11:55 a.m.)

(Proceedings resumed at 12:15 p.m.)

THE CLERK: All rise.

THE COURT: Be seated.

Mr. Dean, before you start, I want you to know that I found the version of the binder with Exhibit 3.

MR. DEAN: Okay. I feel --

THE COURT: It was on my desk.

MR. DEAN: I feel much better now, thank you.

THE COURT: Thank you.

So, yes, it was my fault like I had predicted.

MR. DEAN: Well, I have good news for you, too.

MR. GESMUNDO: (Indiscernible.)

MR. DEAN: I have good news for you, too. I think we have an agreement on how we will proceed. We're going to need to revise an order, but let me just put on the record what I think the order would say that we propose.

First and foremost, we are going to agree to allow the DLA to set off the five thirty-seven under the settlement agreement against the three two now. So we would put that in the order. And so on the settlement agreement, that would only leave what we call the "*ipso facto*" and if they get that, it would credit against the payment that we made against them.

THE COURT: Okay.

MR. DEAN: And if we win that issue, then there's nothing -- there would be nothing due under the settlement agreement.

THE COURT: Okay.

MR. DEAN: At that point, all we would have to deal with would be the 7.9.

We would also agree that on the -- in the 10.1 and 5.5 buckets -- and those go up and down daily --

THE COURT: Uh-huh.

MR. DEAN: -- we would agree to not let those

collective balances dip anywhere below ten five. So it's -- we'll figure out the exact math in the order, but it's roughly the 11 that the DLA is claiming, minus the five thirty-seven that we're going to pay them now, to make sure they're adequately protected, pending the hearing. And we would propose that the hearing on estimation be scheduled for around October 16th. I know we have an omnibus hearing that day. I don't know if that gives you enough time or --

THE COURT: That's fine.

MR. DEAN: -- but that's sort of what we're thinking, is that we would just use the omnibus hearing to have the estimation proceeding.

THE COURT: That is fine with me. And if the parties can work out a schedule for presenting whatever briefing schedule you want, and I'm not -- I don't need more than a day with the material beforehand in order to be prepared for it.

MR. DEAN: Yeah, I was going to suggest that we would talk afterwards and put a briefing schedule in the proposed order --

THE COURT: Fine.

MR. DEAN: -- for the estimation hearing and we will go from there. So we'll take a shot at revising the order and then once we get it agreed to with the DLA, we'll file it under certification of counsel --

THE COURT: Okay.

MR. DEAN: -- if that's okay with Your Honor?

THE COURT: Certainly.

Mr. Gesmundo, is this -- is what Mr. Dean described agreeable to the United States?

MR. GESMUNDO: It is, Your Honor.

THE COURT: Okay. Look, this actually, to me, is a commercial and sensible way to work through our day and I think it preserves everybody's rights. It's more precisely tailored than if I had to craft it, so thank you all for doing this for me. But I'm satisfied that that is an appropriate resolution and I'd be happy to under an order under certification when it comes around.

MR. DEAN: Thank you very much, Your Honor. We appreciate your time today.

THE COURT: All right. Anything else that I can do to be helpful while we're here today?

MR. DEAN: We have nothing further, Your Honor, on behalf of the debtors.

THE COURT: Okay. Any other party in interest wish to be heard further while we're here?

MR. GESMUNDO: Nothing further from the Government, Your Honor.

THE COURT: Okay. Anyone -- any other parties on Zoom wish to be heard?

(No verbal response)

THE COURT: It doesn't look that way.

Okay. So look, I appreciate that you all scrambled. I get that that was challenging, but, you know, it's part of what we do here is deal with emergencies, and so I do appreciate everyone's flexibility. I moved the hearing up because the schedule got complicated, so thank you all for accommodating that.

We'll go ahead and enter this order when it comes through. If anything else comes up in the meantime, you all know how to find us, but until then, we're adjourned. Thank you.

MR. DEAN: Thank you, Your Honor.

(Proceedings concluded at 12:19 p.m.)

CERTIFICATION

We certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter to the best of our knowledge and ability.

/s/ William J. Garling September 17, 2026

William J. Garling, CET-543

Certified Court Transcriptionist

For Reliable

/s/ Coleen Rand September 17, 2026

Coleen Rand, CET-341

Certified Court Transcriptionist

For Reliable

EXHIBIT C

Arnold & Porter

Craig A. Holman
+1 202.942.5722 Direct
craig.holman@arnoldporter.com

August 30, 2026

NOBLE PROPRIETARY AND CONFIDENTIAL INFORMATION
EXEMPT FROM RELEASE UNDER THE FREEDOM OF INFORMATION ACT

BY ELECTRONIC DELIVERY

Ryan M. Sommer
Contracting Officer
Defense Logistics Agency
Weapons Support (Richmond)
6090 Strathmore Road
Richmond, Virginia 23237

Re: Noble Supply & Logistics, LLC, Contract Disputes Act Certified Claim Submitted Under Contract No. SPE4AX-21-D-9407 and Request for Alternative Dispute Resolution

Dear Contracting Officer Sommer:

Arnold & Porter Kaye Scholer LLP ("Arnold & Porter") represents Noble Supply & Logistics, LLC ("Noble") in certain matters involving Defense Logistics Agency ("DLA" or the "Agency") Contract No. SPE4AX-21-D-9407 (the "Contract"), including as related to this Contract Disputes Act ("CDA") certified claim. This is Noble's first CDA certified claim submitted under the Contract. As detailed herein, this claim seeks recovery for various Contract violations related to DLA's management and wind-down of the Contract in the amount of $79,252,079.00.

Noble requests that the Contracting Officer issue a final decision on this certified claim within sixty days. To simplify the resolution of this matter for all parties, Noble also requests that, pursuant to Federal Acquisition Regulation ("FAR") 33.214 and Revolutionary FAR Overhaul ("RFO") 33.205-8, the Agency agree to participate in alternative dispute resolution ("ADR") before an Armed Services Board of Contract Appeals judge, a United States Court of Federal Claims judge, or a mutually agreed to third-party neutral. Indeed, given the presence of substantial claims involving stranded inventory purchased by Noble for DLA use and DLA's presumed continued need for some or all of such inventory, promptly facilitated ADR would conserve party and judicial resources, limit product waste, reduce harm to the defense industrial base ("DIB") and misapplication of DIB resources, reduce risk to DLA, and best fulfill the CDA's purposes for all involved.

I. INTRODUCTION

DLA spends billions of dollars each year acquiring spare parts for planes, ships, and other Government equipment. A decade ago, the DLA aircraft spare parts system faced significant problems. U.S. Government Accountability Office and Department of Defense Inspector General reports show that DLA inventory difficulties often left DLA with too many unneeded parts and too few needed parts. To help address the circumstance, DLA issued Solicitation No. SPE4A5-20-R-0150 (the "Solicitation") seeking a contractor to take over on a performance-based, fixed-price with economic price adjustment, indefinite delivery, indefinite quantity ("IDIQ") basis the "material support for Federal Stock Group 53 (FSG 53), Hardware and Abrasives."[1] (*See* Solicitation, Ex. 1.) By the Solicitation, the Agency sought a business partner to help DLA modernize its business operations, implement best practices, better align resources, and realize savings. *See Science Applications Int'l Corp.*, B-420005, Oct. 27, 2021, 2021 CPD ¶ 372. Following a lengthy procurement, DLA selected Noble as the best value business partner to help modernize DLA's aircraft parts acquisition processes.

To successfully operate the Contract, Noble must perform the following functions for many thousands of national stock number ("NSN") items made by thousands of manufacturers: procurement and purchasing; order processing and fulfillment; quality control; obsolescence management; data management and data delivery; packaging, transportation coordination, and shipment; customer support services; counterfeit control; material returns; warehousing; planning and forecasting; and shelf-life management. To meet the requirements, Noble built out an approximately 67,000 square foot, state-of-the-art distribution facility located within the Scannell Logistics Park in Olive Branch, Mississippi. Noble made massive investments in the facility, the personnel, and (based on DLA's data) the needed items.

As with any contract of this complexity level, the Contract suffered some early setbacks as the parties sought to overcome faulty DLA data, Government entities unwilling to adjust how they purchased, post-pandemic inflation, and other difficulties. For Noble's part, Noble sought to work through the difficulties, requesting relief where necessary. DLA, likewise, originally sought to work through the difficulties. Ultimately, however, as personnel changed, DLA's commitment to the Contract and willingness to accept DLA's measure of responsibility waned. In March 2026, when the parties did not reach prompt agreement on a contract extension, DLA declared that the Contract would end in June 2026, years early. DLA further unilaterally dictated how and when the inventory "buyback" and Contract wind-down would occur, despite this being a commercial item contract specifically requiring bilateral input from the parties. The process regrettably has left Noble holding tens of millions in stranded inventory purchased for DLA, among various other

[1] The Solicitation FSG 53 group contains over fifty thousand national stock numbers ("NSN") items from thousands of manufacturers. The items range from the seemingly rudimentary machinery bolts and retaining rings to more complicated items. The Solicitation divides the items between "core" high demand and alternative low demand or non-stocked items.

damages from this Contract venture. Noble (a small business, imperiled by this disagreement) now seeks resolution of a variety of Contract issues respectfully not of Noble's making.

First, DLA, without advising Noble, frequently ordered stock from vendors other than Noble in connection with DLA's needs under the Contract. DLA's buy-around actions violated the Contract, rendered the inventory demand information provided to Noble misleading, stranded Noble with inventory in some instances, and deprived Noble of sales in other instances. In numerous instances, DLA after providing Noble needs, usage, and order information for particular Contract-covered items went into the marketplace and purchased from other vendors the items DLA had encouraged Noble to stock. This harmful practice deprived Noble of revenue in all instances. In many instances, this harmful practice also left Noble holding costly inventory DLA no longer needed – cash strapping Noble, a small business vendor. Equally problematic, the practice effectively rendered the contractually-required data provided by DLA to Noble flawed to dangerous.

Second, the Contract reflects the critical importance of accurate, reliable DLA data (demand history, inventory levels, material movement, products on order, etc.) to contractor performance. No contractor can accurately stock items for immediate re-supply where DLA provides flawed data regarding the Government's needs and otherwise buys-around even the accurately projected needs provided to its contractor. Despite this, DLA repeatedly provided Noble with incomplete and misleading data. DLA recognizing the flaws in its data eventually directed Noble to use DLA's inventory consumption rate ("ICR") data. The ICR data, however, lacked necessary elements for effectively performing the supply work contemplated and otherwise contained its own significant flaws. Like the flawed DLA Contract data before it, the ICR data (which often varied substantially for the same product across short periods) frustrated rather than furthered Noble's performance efforts. DLA's failure to provide Noble with reliable data (as the Contract requires) undermined Noble's ability to cost effectively perform the Contract through advance, bulk, accurate, and timely purchases. As a result, Noble both under- and over-stocked FSG53 items, to its substantial detriment. Ultimately and among other damages, the DLA failure to supply Noble with accurate and reliable data contributed to the millions of dollars in stranded items Noble holds today.

Third, the DLA-imposed process and criteria for cancelling open orders past June 30, 2026 breaches the Contract and violates FAR 52.212-4. DLA's decision and unilaterally-prescribed process for cancelling open orders does not comport with the Contract requirements. DLA wrongfully cancelled open orders in connection with the Core, Alt, Alt Neso baskets in addition to Return Material Authorization ("RMA")-based orders without allowing for compensation as the Contract requires. DLA does not intend to compensate Noble for its termination of these open orders, despite the Contract and FAR 52.212-4 requiring payment, with DLA paying a percentage of the order price reflecting the percentage of the work performed prior to termination.

Fourth, DLA failed to provide Noble with the contractually required closeout notice. The Contract requires that "contract closeout shall begin at least 24 months prior to the final expiration of the contract." (Statement of Work ("SOW") at 31, Ex. 2.)[2] As such, the Contract contemplates at least a twenty-four month period to transition off the Contract and fulfill final orders. (*See id.*) DLA set the Contract to end on June 30, 2026. DLA, however, provided Noble with insufficiently short notice as to closeout. Despite the Contract's mandated twenty-four month transition period, DLA only officially triggered the close out process on March 27, 2026, when DLA formally advised Noble that DLA would not enter a bridge contract (ending extension negotiations). Even accepting DLA's December 4, 2024 notice as the trigger, the Contract ended on June 30, 2026—which is six months short of the required twenty-four month notice period when using December 6, 2024 as the trigger. DLA's failure to comply with the twenty-four month notice requirement breaches the Contract. Further, the lack of adequate time to close out this contract has exacerbated the harm to Noble as Noble lacks sufficient time to dispose of inventory purchased for DLA's use, among other harms.

Fifth, Section 9 of the SOW specifies the Contract winddown and buyback process. (*Id.* at 21.) DLA breached the process by issuing a unilateral modification to formalize buyback quantities, rather than negotiating a bilateral modification with Noble as the Contract requires. SOW Section 9 provides: "The Government will issue a bilateral modification to formalize agreement of buyback quantities and then conduct internal and/or external coordination to develop its disposition for each buyback item." (*Id.*) DLA, in violation of this provision, issued P00132, a unilateral buyback modification. The Contract requires that the parties negotiate in good faith to a bilateral agreement. Further, the commercial item Contract contains FAR 52.212-4(c), which only permits changes by bilateral agreement. Precedent establishes that Noble's refusal to accept a bad deal does not justify breaking with this contractually-mandated, bilateral process. DLA further breached the Contract by refusing to consider purchasing more inventory from Noble for numerous Contract items, despite the circumstances warranting such a purchase. Each of these actions by DLA have caused significant financial harm to Noble and entitle Noble to recover damages (including as related to Noble's stranded inventory).

Sixth, DLA through various contractual actions breached the covenant of good faith and fair dealing. DLA has misled Noble as to DLA's true intentions under the Contract with regard to the period of performance and the handling of inventory. Such actions have left Noble with a surplus of inventory for which DLA has not compensated Noble. Procurement law entitles Noble to damages.

Seventh, Noble disputes DLA's demand for payment of the $7,907,033.24 disincentive amount covered by modifications P00063, P00068, and P00112. The parties by P00063 agreed to

[2] This claim references and cites the latest version of the SOW, as updated by P00063, unless otherwise noted. (*See* SOW, Ex. 2.)

a process by which the parties would carry forward the incentive/disincentive value, combined with a cost containment calculation, across the entire Contract until the "final performance period/contract year" with each party effectively having the opportunity to work off such amounts in the interim. When DLA elected not to carry the Contract to full term, DLA (by the plain terms of modification P00063) stripped Noble of its opportunity to work off any amounts owed and accelerated the never mature, supposed amount due. The terms of P00063 do not permit the resolution DLA improperly seeks to force. As with any supposed debt, the collector (DLA here) must scrupulously honor the terms to which it agreed. DLA has not done so. Had DLA adhered to the modified incentive/disincentive process, the total cumulative disincentive amount would have been $6,847,365 lower—that is, the total disincentive amount would have totaled $1,059,668.

Seventh, DLA's breaches have forced Noble to incur substantial costs associated with short term working capital financing. Procurement law entitles Noble to recover these costs in connection with the foregoing breaches (independently in most instances).

Noble, accordingly, requests that DLA grant this CDA certified claim and award Noble the relief requested herein and detailed in the attached quantum calculation prepared by Chess Consulting LLC ("Chess") in conjunction with the Noble financial team. The Chess Quantum Assessment provides substantial information regarding the quantum claimed and associated methodologies and support. Where possible Chess has broken the quantum claimed into parts that track this claim. Certain sections of this write-up may seek the same damages, in such event the Chess Quantum Assessment has undertaken steps to de-duplicate such amounts.

II. FACTUAL BACKGROUND

A. The Contract

On or about June 28, 2021, DLA and Noble entered into the Contract. (Contract at 1, Ex. 4.)[3] DLA awarded the Contract as an IDIQ Commercial Fixed Price Contract with Economic Price Adjustment ("EPA") provisions. (SOW at 5, Ex. 2.) The Contract contemplates a potential ten year duration with a one year transition period, a three year base period, and two, thee year option periods. (*Id.*) The Contract requires DLA to provide a notice of intent to exercise the options to Noble within twelve months of the prior period conclusion and sets out that contract closeout shall begin at least twenty-four months prior to the final expiration of the contract. (*Id.*)

Under the Contract, Noble provides supplies and performs associated supply chain management functions in support of DLA FSG 53 customers. (*Id.* at 4.) More specifically, Noble

[3] U.S. Government Accountability Office ("GAO") bid protest activity delayed the start of the contract until approximately July 2022. *See e.g., Science Applications International Corporation*, B-420005, B- 420005.2, B- 420005.3, October 27, 2021, 2021 CPD ¶ 372. The Contract went live in or about July 2023, after a year-long transition period.

provides "performance-based material support for Federal Stock Group 53 (FSG 53), Hardware and Abrasives." (*Id.*) Noble operates as a single point of contact to consolidate fulfilment of thousands of national stock number ("NSN") items for DLA customers such as the Army, Navy, Air Force, Marine Corps, other government buyers, and authorized foreign militaries. *See e.g., Science Applications International Corporation*, B-420005, B-420005.2, B-420005.3, Oct. 27, 2021, 2021 CPD ¶ 372 (GAO stating that "the agency is seeking to substitute its usual method of acquiring the solicited goods under separate contracts for a method that *requires a single contractor* to act as the agency's purchasing, warehousing, distributing, financing and billing agent; to, in effect, stand in the shoes of DLA for purposes of managing its requirements for FSG 53 items." (emphasis added).) Through the Contract, Noble supports customer direct orders, manages certain military stock replenishment, and processes expedited delivery of parts where necessary. (SOW at 4, Ex. 2 ("The Contractor shall provide supplies and perform associated supply chain management functions in support of all Defense Logistics Agency (DLA) worldwide customers including Foreign Military Sales (FMS)."); *see also id.* at 13 ("The Contractor shall support, and be responsible to fulfill, all demand from DLA worldwide customers, including FMS customers."); *see also id.* at 4 ("The Contractor shall perform multiple supply chain management functions necessary to ensure the items are delivered directly to the customer."); *id.* at 7 ("The Contract Transition Plan shall detail milestones that include, but are not limited to: . . . [d]evelop[ing] adequate stock of items to fully support these items at the conclusion of the transition" and "[c]onduct[ing] and verify[ing] a gap analysis and identify any long lead time items that could potentially become unsupportable during the transition (creating a gap in coverage) and coordinate actions with DLA to ensure material is available (Section 2.5)").)

Solicitation Appendix A contains the initial list of covered supplies "for proposal submissions of unit prices, rebates, fees, and specific item order quantities." (*Id.* at 5; *see also* Appx. A, Ex. 5.) It segments the FSG 53 items into two "baskets": "Core" and "Alternative." (SOW at 12, Ex. 2.) Appendix A contains a third "basket" for "alternative nuclear items," or "Alt Neso items," which DLA "created to house items that were previously in the Core with a Weapons Systems Designator Code (WSDC) of 21N and/or 23N but were moved to Alt via P00045." (*Id.* at 5; *see also* P00045, Ex. 6 ("The purpose of this modification is to move 474 Core items which have a Weapons System Designator Code (WSDC) of 21N and/or 23N to a new Alternative Nuclear Basket. These items are moved to the Alternative Nuclear basket with a fixed delivery of 120 Days at current Core unit prices"); *see also* P00045 Items, Ex. 7.) Depending on Government needs, the Contract permits DLA to migrate items between baskets for optimal support of DLA customers, as negotiated through a bilateral modification. (SOW at 12, Ex. 2.) Both DLA and Noble may "propose [National Stock Numbers (NSNs) or 'item'] basket changes on an annual basis." (*Id.*) Noble must support "the target population's two baskets of items." (*Id.* at 22.)

Under the Contract, Noble "shall support, and be responsible to fulfill, all demand from DLA worldwide customers, including FMS customers." (*Id.* at 13.) The Core basket targets delivery to DLA's direct customers, referred to as "Customer Direct (CD)," and "Military Retail

Stock Replenishment," to which the contractor delivers directly to the DLA Retail Stock Depots to support demands at the retail sites. (*Id.* at 4.) In addition to supporting "Customer Direct (CD)" and "Military Retail Stock Replenishment", the supplies "may be used to support DLA Wholesale Stock locations if both Government and Contractor mutually agree," which requires a bilateral modification. (*Id.*) For the Alternative basket, the service targets support to DLA stock locations and Customer locations. (*Id.*) In terms of the management portion of the Contract, Noble "shall perform multiple supply chain management functions necessary to ensure the items are delivered directly to the customer," which include "material forecasting, acquisition, storage, packaging, and readying the material for shipment through VSM or SIR, warehousing, planning, forecasting, and delivery order shipment preparation responsibilities for these NSNs." (*Id.*)

Following the one year transition period, the Contract contemplates that DLA will submit orders for inventory. (*Id.* at 10.) DLA "may issue and administer orders for contract NSNs listed in Appendix A of the solicitation." (*Id.*) DLA may add or delete certain items or services through a bilateral modification, whereas Noble may request deletion of items from the Contract. (*Id.* at 11-12.) For the Core basket, Noble must "prepare delivery orders for shipment to DLA customers within one to three days after receipt of order (ARO)," whereas "[c]ore items that support Wholesale Stock locations will be prepared for shipment to DLA within 60 days ARO." (*Id.* at 4.) "The CD requirement for TDD standards is based on DLAD 11.402-90, Time Definite Delivery (TDD) standards." (*Id.*) For the Alternative basket, the Contract makes the delivery timeline item dependent: "To stabilize deliveries, initial Alternative basket PLTs will be the greater of, the historical PLT of record plus 60 days, or the FSC Average PLT plus 60 days, except in cases in which Contracting Officer and Contractor agreed to a different PLT." (*Id.* at 4.) The Contractor must provide item quotes and, to the extent necessary, delivery lead times to DLA for the items ordered within the Alt basket.[4]

The Contract requires DLA to provide the Contractor with certain historical ordering data, among other data, to prepare for upcoming DLA orders:

[4] The SOW provides: "To stabilize deliveries, initial Alternative basket [Production Lead Times ('PLT')] will be the greater of, the historical PLT of record plus 60 days, or the FSC Average PLT plus 60 days, except in cases in which Contracting Officer and Contractor agreed to a different PLT. The 60 additional days is to allow contractor Administrative Lead Time needed to obtain quotes and provide PLT updates to DLA. To align contract lead times to current supplier lead times, the contractor may provide a revised PLT for each item in the Alternative basket. The contractor may submit revised PLTs for the same item multiple times over the life of the contract. However, to minimize the administrative burden, the contractor is encouraged to only provide a revised PLT when its suppliers PLT deviates significantly from the DO PLT." (SOW at 4-5, Ex. 2.)

> The Contractor shall be provided with the following reports on a weekly basis for the Core NSN population and on a monthly basis for the Alternative NSN population for import into Contractor system:
> a. Demand history to be used for demand planning
> b. On hand inventory levels
> c. Material movement between DLA stock locations
> d. On order/due in positions

(*Id.* at 7; *see also id*. at 11 ("The Contractor shall have access to DLA inventory levels and delivery schedules to ensure the Contractor meets or exceeds the requirements of this contract. The Government shall provide the following reports on a weekly basis for the Core NSN population and on a monthly basis for the Alternative NSN population for import into Contractor system"); *see also id.* at 30.)

In terms of pricing, the Contract directs the parties to use "Appendix A of the solicitation – Total Evaluated Price (TEP) Model . . . for proposal submissions of unit prices, rebates, fees, and specific item order quantities." (*Id.* at 5.) Additionally, Noble may propose "[f]ixed and variable fees . . . as they relate to the level of performance required to support customer demands over the 10-year life of the contract," including a Transition Fee, Management Fee, Throughput Fee, and Core Fee. (*Id.*) As to each of these fees, the SOW states:

> a. Transition Fee: Contractors may propose a one-time transition fee to cover transition and implementation costs for the first year of the contract. The contractual transition fee is cited in the final TEP.
>
> b. Management Fee: Contractors may propose a management fee for the Core and Alternative baskets of items to cover the costs of managing the Core material and the fixed costs of managing the Alternative material. This is a fixed fee applicable to each basket of items. The contractual management fee is cited in the final TEP.
>
> c. Throughput Fee: Contractors may propose a throughput fee for the Alternative basket of items which represents variable costs associated with management of these items. This is a variable fee applicable to each unit price of the Alternative basket. The throughput fee is 13.92%.
>
> d. Core Fee: Initial contract unit prices for Core items included both material costs and fees. The inability to differentiate material costs and fees made it challenging to migrate items between baskets. To facilitate the ease in which items can be migrated between baskets, a Core Fee was established to delineate the material costs and fee for Core basket items. The Core Fee is fixed percentage applied to material costs for Core basket items and covers the additional costs associated with warehousing the Core basket items. The Core Fee is 28%.

(*Id.* at 6.)

In terms of performance metrics, the Contract indicates DLA will measure the contractor "on a quarterly (3-month) basis" and reconcile the measurements "on an annual (12-month) basis," "utilizing DLA and Contractor data reflected in the [Enterprise Linked Logistics Information Source (ELLIS)] online portal and/or utilizing data reports generated by DLA and the Contractor." (*Id.* at 13, 17.) The Contract specifies different performance metrics per "basket." For Core basket performance metrics, the Contract largely directs DLA to measure Noble based on its ability to readily meet order demand, with DLA measuring on a combination of DLA Enterprise MA ("Material Availability") excluding retail requirements and Customer Direct Availability ("CDA"). (*Id.* at 13.) "For DLA Enterprise MA, the primary data element for measuring performance will be based on the item availability at time of order from DLA's customers" while "[f]or the Core basket CDA, a primary data element to measuring performance is the Contractor's pack date, or the date that the Contractor has packed delivery order item(s) in a shipping box sealed for shipment." (*Id.*) The Contract refers to this combined performance metric as "Combined Customer Direct Availability" ("CCDA"). (*Id.*) Specifically, "DLA Enterprise MA is the percentage result of the total DLA orders to the total DLA orders available to its worldwide and retail replenishment customers on date of orders" whereas "CDA is the percentage result of comparing the date when the Contractor has a delivery order packed and ready (pack date) for VSM processing, to the delivery order due date." (*Id.* at 13-14.) "The Combined CDA performance metric target is 90% for the Core basket." (*Id.* at 14.) DLA calculates the CCDA as follows:

> *(Non-Retail Enterprise MA + Total Noble Orders Pass CDA Metric) /*
> *(Total Sales Orders Received by DLA/Noble – Exclusions) = Combined CDA %*

(*Id.*)

The Contract provides for incentives and disincentives depending on whether the contractor meets certain performance metrics. Under the Core basket, DLA applies the CCDA measure: "Combined CDA incentives and disincentives will apply if the required Combined CDA performance metric is either improved upon or not achieved in the 12-month performance period." (*Id.*) Specifically, should Noble meet or exceed the 90% metric, the Contract directs DLA to apply a form of incentive and if Noble fails to meet this metric, the Contract directs DLA to apply a form of disincentive:

Arnold&Porter

Incentive and Disincentive Table											
CDA %	0	0.1	0.2	0.3	0.4	0.5	0.6	0.7	0.8	0.9	1
100	7.00%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
99	6.16%	6.24%	6.33%	6.41%	6.50%	6.58%	6.66%	6.75%	6.83%	6.92%	7.00%
98	5.32%	5.40%	5.49%	5.57%	5.66%	5.74%	5.82%	5.91%	5.99%	6.08%	6.16%
97	4.27%	4.38%	4.48%	4.59%	4.69%	4.80%	4.90%	5.01%	5.11%	5.22%	5.32%
96	3.22%	3.33%	3.43%	3.54%	3.64%	3.75%	3.85%	3.96%	4.06%	4.17%	4.27%
95	2.17%	2.28%	2.38%	2.49%	2.59%	2.70%	2.80%	2.91%	3.01%	3.12%	3.22%
94	1.12%	1.23%	1.33%	1.44%	1.54%	1.65%	1.75%	1.86%	1.96%	2.07%	2.17%
93	0.56%	0.62%	0.67%	0.73%	0.78%	0.84%	0.90%	0.95%	1.01%	1.06%	1.12%
92	0.00%	0.06%	0.11%	0.17%	0.22%	0.28%	0.34%	0.39%	0.45%	0.50%	0.56%
91	No Incentive or Disincentive										
90											
89											
88	0.45%	0.41%	0.36%	0.32%	0.27%	0.23%	0.18%	0.14%	0.09%	0.05%	0.00%
87	0.90%	0.86%	0.81%	0.77%	0.72%	0.68%	0.63%	0.59%	0.54%	0.50%	0.45%
86	1.35%	1.31%	1.26%	1.22%	1.17%	1.13%	1.08%	1.04%	0.99%	0.95%	0.90%
85	1.80%	1.76%	1.71%	1.67%	1.62%	1.58%	1.53%	1.49%	1.44%	1.40%	1.35%
84	2.40%	2.34%	2.28%	2.22%	2.16%	2.10%	2.04%	1.98%	1.92%	1.86%	1.80%
83	3.00%	2.94%	2.88%	2.82%	2.76%	2.70%	2.64%	2.58%	2.52%	2.46%	2.40%

(*Id.* at 15 (detailing breakdown of incentives and disincentives applied based upon the Combined CDA percentage).)

Pursuant to the Contract, DLA measures "[c]ontractor performance . . . on the delinquency of delivery orders," specifically "a delivery order is considered delinquent if the Contractor's pack date is ninety (90) or more days past the [Contract Delivery Date ("CDD")] of the delivery order":

Category	Number of Calendar Days Delinquent	Disincentive Percentage
A	0 to 89 days	0%
B	90 - 179 days	1%
C	180 - 364 days	2%
D	Above 365 days	3%
E	Each additional 365 days	Additional 1%*

(*Id.* at 15-16.) Pursuant to the Contract, "[t]he disincentive will be assessed for each 12-month performance period beginning with the Base Period following completion of Performance period 1. A quarterly report of delinquent orders will be provided by the contractor to DLA with a recovery plan and new CDD." (*Id.* at 16.)

For Alternative Basket performance metrics, the Contract directs DLA to measure Noble performance using the On Time Delivery ("OTD") rate of orders, which is 100% as measured by the delivery date. (*Id.* at 17.) "For OTD metric calculation, OTD will be measured on all orders with CDDs within the 12-month performance period." (*Id.*) "The percentage of delivery orders that are on time divided by the total number of orders will determine the OTD percentage rate":

> ***Total Orders Met Scheduled Delivery Date / Total Orders Due in Performance Period = OTD%***

(*Id.*)

In terms of the incentive and disincentive payment process, the Contract contemplates use of a bilateral modification to show the final incentive or disincentive value at the end of each twelve month period, which could result in DLA paying Noble, or Noble paying DLA. (*Id.* at 18.) Specifically:

> For each 12-month performance period, a bilateral modification will be issued to show the final incentive or disincentive value. If DLA owes the Contractor, a delivery order (DO) will be issued to the Contractor, in accordance with a material related type Contract Line Item Number (CLIN), for the monetary amount mutually agreed upon in the bilateral modification. If the Contractor is required to make a payment to the Government, it will be executed via the aforementioned bilateral modification. The modification will cite the dollar value owed which will be combined with the following performance period's incentive/disincentive value. If the combined incentive/disincentive value in the next performance period results in a payment owed to the contractor, it will be paid via a DO. If the combined incentive/disincentive value in the next performance period results in a payment owed to the Government, the balance will be carried forward and combined with the subsequent performance period incentive/disincentive value. If, in the final performance period/contract year, the Contractor owes the Government, the Government will submit a Request for Reimbursement Letter to the Contractor which details the amount due to the Government and the address where the payment is to be sent, the required due date, and any other pertinent information required for payment. For each performance year, amount owed [sic] by one party to the other will be the net amount owed after combining the Cost Containment share with all incentives and disincentives and will be reflected in a bilateral modification.

(*Id.*)

The Contract's Section H discusses the breakdown of the Cost Containment agreement between the parties that DLA factors into the incentive/disincentive calculation, which states (among other things):

> COST CONTAINMENT – GAINS & SAVINGS[.] All NSNs in the Alternative basket are subject to over-run and under-run incentives or ratios. This allows DLA and the Contractor to share the cost risk, and provides a dollar amount (performance incentive) that the Contractor may earn for achieving savings. The Contractor shall maintain a purchasing system that ensures adequate competition. The Contractor shall provide an annual report that compares actual material prices paid by the Contractor to the Contractual unit prices for the performance period. Performance will be tracked annually and will begin immediately following the Transition Period. The following cost gains and cost savings incentives shall be reviewed on a quarterly basis. On an annual basis, the cost gains and cost savings incentives will be reviewed and calculated on an annual, aggregate delivery order basis to determine gain sharing. The amount owed by one party to the other will be the net amount owed after combining the Cost Containment share with all incentives and disincentives and will be reflected in a bilateral modification. . . . DLA will calculate cost containment gains or savings based on the Contactor's annual report.

(Contract Section H at 5, Ex. 8.)[5]

Relevant to this Claim, the Contract SOW contains the following buyback provision:

> **9.0 BUYBACK PLAN**
>
> **9.1 Buyback Volume**
>
> In the event of Government-initiated deletion of items or end of contract support, the Government will purchase residual and committed inventory up to 100% of the actual demand experienced in the nine (9) months preceding buyback implementation. The Government retains the unilateral right to compute the actual demand figure for the buyback process, in accordance with the criteria stated above. The Government may purchase a higher quantity than what is contractually required depending on the circumstances for the individual item. Final buyback

[5] This claim references and cites the latest version of the Contract Section H, as updated by P00046, unless otherwise noted. (*See* Contract Section H, Ex. 8.)

quantities will be mutually agreed upon between the Government and the Contractor.

9.2 Buyback Execution

The Government will issue a bilateral modification to formalize agreement of buyback quantities and then conduct internal and/or external coordination to develop its disposition for each buyback item. The contractor will hold the material during this time. No later than 180 days after the buyback modification is issued, the Government will provide its disposition to the Contractor which will be:

1) Government Issues Buyback Delivery Orders

2) Government Instructs Noble to dispose of the material

All buyback orders must be issued to the Contractor before the final expiration date of the contract. See Section 12.0 Contract Closeout and Exit for details on final expiration of the contract.

9.3 Buyback Unit Price

Buyback orders will be issued with the item's unit price in place at the time the buyback takes place.

(SOW at 21.) As to product quality deficiencies, the Contract states the following:

10.3.7 Product Quality Deficiencies & Supply Discrepancies. DLA will contact the Contractor in writing when a Quality Notification (QN) is issued by a DLA Product Specialist to advise of a Product Quality Discrepancy Report (PQDR) or a Supply Discrepancy Report (SDRs) when they occur. PQDRs are related to product deficiencies including but not limited to design, specification, material, and insufficient packaging. SDRs are related to product deficiencies including but not limited to loss, misdirected shipment, shortages, and overages. DLA will provide Contractor a statement of discrepancy. Contractor shall provide DLA a Return Material Authorization (RMA) or an actionable response within 10 business days of DLA notifying Contractor of a PQDR. Within 30 business days of Contractor receiving PQDR exhibits, Contractor will provide DLA a completed investigation report with disposition or Contractor will provide an investigation status with an Estimated Completion Date (ECD). Contractor will also provide RMA for any suspended stock related to the PQDR. Contractor shall freeze material subject to the PQDR until notified by the government. When appropriate, a bilateral modification will be issued to document PQDR and SDR actions.

(*Id.* at 28.) The Contract contains the following closeout provision:

> **12.0 CONTRACT CLOSEOUT AND EXIT**
>
> Contract closeout is the period before the expiration of the contract on its own terms or execution of one of the termination clauses in the contract. If the contractor's CDA or OTD performance falls below 85% for an annual period of performance, the Government may unilaterally terminate the contract in part or in whole.
>
> Other than in the event of termination, contract closeout shall begin at least 24 months prior to the final expiration of the contract. DLA shall notify the Contractor 12 months prior to the end of the base or option period of their intent to either continue to contract for performance-based services or pursue a different concept.
>
> The Government reserves the right to purchase residual inventory and committed inventory (see Section 9.0 Buyback Plan) up to 100% of the actual demand experienced in the 12 months preceding pipeline restocking implementation. However, the Government is only bound to purchase residual and committed inventory up to 100% of the actual demand experienced in the nine (9) months preceding buyback implementation. Residual inventory is inventory that the Contractor has laid in to support requirements. Committed inventory includes the Contractor's commitments with Contractors for consumables in support of requirements. The Government retains the unilateral right to compute the actual demand figure for the restocking process, in accordance with the criteria stated above. The Government may purchase a higher quantity than what is contractually required depending on the circumstances for the individual item with concurrence from the Contractor.
>
> Throughout the contract closeout period, the Contractor shall provide the DLA Contracting Officer its materiel forecast data for this analysis and determination. The initial data set shall be provided to the Contracting Officer 90 days prior to commencement of contract closeout with following submissions provided on the 1st of each month during closeout, along with inventory levels and due-ins.
>
> In addition to the forecasting data, no less than 90 days prior to contract expiration, the Contractor shall provide a material sourcing report for all procurements completed during the contract term. The report shall identify the NSN, consumable number, Contractor name, CAGE code (if applicable), quantity procured, and date of purchase.

(*Id.* at 31.) Further, the Contract directs that the contractor shall "furnish effort including labor, material, and facilities as may be required to successfully transition program responsibilities back to DLA, or DLA's designated representative." (*Id.*)

B. Early Contract Performance And Noble's Substantial Contract Investment

Following protest delays, Noble began formal contract performance in July 2022, when the year-long transition-in period began. The Contract's one year transition-in period ran from July 2022 through June 2023. Noble began receiving and fulfilling orders starting in July 2023. During the transition year, DLA paid Noble a monthly transition fee, totaling approximately $4.931M for the full transition year. (*See e.g.,* Transition Fee Invoices, Ex. 9.) During this time period, DLA provided Noble with supposed historical demand data to begin preparing for orders. (*See* SOW at 7, Ex. 2 (describing data DLA agreed to provide the contractor during the transition period, including demand history, on hand inventory levels, material movement between DLA stock locations, and on order/due in positions).)

Relying on the DLA demand and other data, Noble invested substantial sums in inventory, warehouses, and automation costs. Specifically, Noble built a ten year FSG-53 Business Model contemplating pricing items plus transition and management fees based on Government-supplied demand data and the need to support Contract performance objectives often involving significant inventory purchases (including as related to very long-lead time items). (*See e.g.*, Apr. 20, 2026 Noble Transition Presentation at 3, Ex. 34.) Based on this comprehensive plan, Noble committed over $150 million to supporting infrastructure and an additional $567 million into past and on-going inventory purchased to maximize Government cost savings. (*Id.*)

Noble learned that DLA had existing inventory it intended to use prior to issuing orders to Noble. This rendered the historic usage data DLA had provided to Noble and upon which Noble relied in bidding and later in purchasing inventory misleading and damaging. In some instances, DLA had presented Noble with significant usage profiles for items but neither alerted Noble that DLA had sufficient items on hand (in some cases for years of usage) nor that DLA intended to use its items first. (*See* DLA FSG53 Initial Stocking Plan, Ex. 10 (DLA's 2024 stocking plan demonstrating significant amounts of inventory in DLA's possession).) Equally problematic, even where the DLA data indicated that DLA has sufficient stock on hand (which conveyed to Noble that Noble did not need to immediately stock the item), DLA in some instances placed orders from Noble for these items, in turn causing Noble to incur disincentives for late deliveries and higher sourcing costs.

DLA continued ordering (often over-ordering) certain items from other contractors, rendering the data DLA provided to Noble misleading, creating still more DLA stock surpluses, and undermining the Contract and Noble. DLA referred to this practice as "buying around" Noble, or "buy arounds." (Chess Quantum Assessment at Tab A.2, Ex. B.) DLA issued scores of orders to other entities where the stock under those orders overlapped with the Contract.

DLA's use of such "buyaround" orders (*see infra* Section III) undermined the Contract and Noble, which had ordered stock based on DLA demand figures that did not account for this practice. This practice alone created a surplus of stock on DLA's end, and left Noble with excess stock on its shelves not ordered by DLA. (*Id.*)

DLA attempted to alleviate this practice by directing Noble to ignore orders issued by DLA to other contractors older than 90 days and not yet fulfilled. But this did not prove effective in reducing the stockpile Noble had accumulated based on the data provided by DLA. (DLA FSG53 Initial Stocking Plan, Ex. 10 (reflecting excessive amounts of inventory on DLA's shelves).) Moreover, DLA still took delivery of certain past-due items, further causing Noble to have excess inventory.

C. August 2023 - January 2024 - Modification P00033 And P00036

In fall 2023, as a result of increased pricing on items due to hyperinflation, Noble and DLA met to discuss potential options for pricing adjustments, including a Request for Equitable Adjustment. Specifically, Noble requested relief from DLA, specifically ~$13M in the form of a price increase consistent with Fiscal Year 2023 National Defense Authorization Action Section 822. (Oct. 3, 2023 FSG-53 Pricing Relief Presentation, Ex. 11; *see also* Oct. 20, 2023 Letter from DLA.)

On October 20, 2023, DLA corresponded with Noble regarding Noble's requested relief and DLA proposed a solution that would partially resolve Noble's request. (Oct. 20, 2023 Letter from DLA.) Specifically, DLA wrote that it "analyzed the pricing related to Noble's request to provide pricing relief on 596 National Stock Numbers ('Attachment 1') identified in the FSG 53 Core Basket" and that its "evaluation shows the potential of a ~$6.1M loss vice Noble's stated experienced loss of ~$13M." (*Id.*) DLA provided that DLA would engage in a one-time action related to the Core Basket and for Attachment 1 as follows:

- Movement of Attachment 1 to an unpriced bucket for up to a one-year period with respect to Noble pricing and future ordering by Noble.
- Noble shall honor all current orders placed prior to the formal modification for movement of Attachment 1 to an unpriced bucket.
- DLA Aviation shall place orders outside of the subject contract after the formal modification up to a one-year period.
- Noble's contractual metrics shall still include Attachment 1 despite DLA Aviation's placement of orders during the referenced time period.
- Addition of Attachment 1 back to the priced Core Basket with Noble placing orders will be considered at the referenced time period at which point Noble's pricing will be provided and evaluated by DLA Aviation.

(*Id*.) On November 2, 2023, Noble agreed with DLA's one time action on the Core Basket and for Attachment 1. (Nov. 2, 2023 Letter from Noble, Ex. 13.)

In November 2023, the parties executed Modification P00033, which covered DLA's proposed agreement executed in its October 20, 2023 letter. (*See* P00033, Ex. 14; *see also* P00033 Unpriced NIINs and Delivery Orders, Ex. 15.) This modification moved the items cited in Attachment 1 to an unpriced basket for up to one year after November 30, 2023. (*See* P00033, Ex. 14.)

On January 8, 2024, the parties executed P00036, which altered the production lead time for the Alt basket as follows:

> Alternative Production Lead Time (PLT) away shipment to DLA stock locations and Customer locations. The Contractor shall use VSM or SIR, as applicable, for shipment processing to Customer and DLA Direct (DD) locations specified on each delivery order within the PLT for each item. The determination of CD or DD is based on shipping address for each item. For CD items, the Contractor will ship directly to DLA customers. For DD items, the Contractor will ship directly to DLA warehouses. To stabilize deliveries, initial Alt basket PLTs will be the greater of, the historical PLT of record plus 60 days, or the FSC Average PLT plus 60 days, except in cases in which Contracting Officer and Contractor agreed to a different PLT. The 60 additional days is to allow contractor Administrative Lead Time needed to obtain quotes and provide PLT updates to DLA.

(P00036 at 5-6, Ex. 16.)

D. The Early 2024 Switch To ICR Data.

As a result of the disconnect between quantities actually needed and the demand data provided, described *supra*, DLA directed Noble to switch from historical data to ICR data in early 2024 to better reflect DLA's needs. (*See* Feb. 20, 2024 Email Exchange at 3, Ex. 17 ("This plan now uses DLAs ICR per our discussions with DLA").) This switch, however, did not improve accuracy as DLA's ICR data also suffered from deficient figures. For example, for several NIINs, DLA provided one metric based in ICR data, which Noble placed its orders against to meet the Contract's requirements. Then, no less than a few weeks later, DLA would change the ICR data for a given NIIN, leading to dramatic increases in demand and forcing Noble to scramble to meet demand changes. Often times, DLA gave Noble little lead time to react to such dramatic increases in demand, making it difficult to meet order requirements and related performance metrics. For example, for the seventeen NIINs below, the change in demand increased multiple times over the course of a few months—ranging from 199% to 1411%—purely based on unexplained fluctuations in DLA's ICR data:

NIIN	Basket	ICR 3.29.24	ICR 12.16.24	% Change	Lead Time
014622719	Core	13720	98115	715%	375
009259679	Core	68495	344368	503%	532
011345839	Core	30154	399846	1326%	193
010932480	Core	32343	149904	463%	336
007723720	Core	27771	301216	1085%	463
011345840	Core	28490	67199	236%	574
009013782	Core	6537	43614	667%	500
011937608	Core	46052	202064	439%	155
004985755	Core	11790	35525	301%	150
008133922	Core	18714	98482	526%	123
016205067	Core	7002	16297	233%	28
010137102	Core	23891	89065	373%	140
009590158	Core	10482	53838	514%	90
009210007	Core	5680	15538	274%	284
010846096	Core	15331	216384	1411%	266
014721201	Core	11909	99580	836%	406
002986551	Core	9410	18695	199%	300

(ICR Increase and Decrease Examples at ICR Changes Sheet, Ex. 18.) Similarly, for the below NIINs, the change in demand decreased multiple times—sometimes exhibiting a drop in demand of 100%—again, based entirely on unexplained fluctuations in DLA's ICR data:

NIIN	Basket	ICR 2.16.24	ICR 5.20.26	% Change
015562568	Core	1767	325	82%
006920036	Core	11050	9026	18%
016580956	Core	99	25	75%
016569314	Core	1	0	100%
011407925	Core	689	253	63%
012681572	Core	32	8	75%
015556135	Core	7	2	71%
013805136	Core	11	1	91%
015508454	Core	261	76	71%
014567985	Core	26379	14797	44%
014570185	Core	139	26	81%
016118979	Core	58	0	100%

NIIN	Basket	ICR 2.16.24	ICR 5.20.26	% Change
014366619	Core	750	200	73%
009657833	Core	613	229	63%
015970845	Core	1162	2	100%

(*See id.* at Sheet1 (reflecting decrease examples).) As such, the ICR data did not provide Noble with accurate demand measures (and in numerous cases misled Noble), such that Noble over-ordered inventory in some circumstances and under-ordered inventory in other circumstances. (*See generally id.*)

E. March - May 2024 – DLA And Noble Meetings And Execution Of Modifications P00045 And P00046

On March 25, 2024, the parties executed P00045, which created the "Alternative Nuclear Basket," described *supra*. "The purpose of this modification is to move 474 Core items which have a Weapons System Designator Code (WSDC) of 21N and/or 23N to a new Alternative Nuclear Basket." (P00045 at 2, Ex. 6.) Such items have "a fixed delivery of 120 Days at current Core unit prices." (*Id.*)

In April 2024, the parties discussed changes to the SOW, including a change in performance metric measures. Specifically, DLA altered the SOW to have the default performance measure move from purely Customer Direct Availability ("CDA") to "Combined Customer Direct Availability" ("CCDA"). (P00046 at 14-15, Ex. 19.) This change in performance metric had the effect of accounting for DLA "Material Availability," meaning the "the percentage of items available at a DLA site when a customer order is received," in addition to Contractor CDA, which measures "the percentage result of comparing the date when the Contractor has a delivery order packed and ready" to the delivery order due date. (*Id.* at 14.) DLA calculated the CCDA metric as follows: "*(Total Non-Retail Sales Orders Fulfilled by DLA On Time + Total Noble Orders Pass CDA Metric) / (Total Sales Orders Received by DLA – Exclusions) = Combined CDA %.*" (*Id.* at 15.) The combined CDA performance metric target remained at 90% for the Core basket. (*See id.*)

P00046 also partially updated Section H of the Contract related to the Economic Price Adjustment ("EPA") Indices. (*Id.* at 37-48; *see* Contract Section H, Ex. 8.) This update changed the manner in which the government calculated certain unit prices for certain supplies, including "[b]olt[s], nut[s], screw[s], rivet[s], and washer manufacturing Aircraft fasteners, except plastics (including aerospace)." (Contract Section H, Ex. 8.) Specifically:

> This Section details how the Government will calculate unit prices for all items (Core and Alternative) beyond the Transition Period by EPA using indices based

on the Federal Supply Class (FSC) of items within the FSG 53 population. Appendix H, EPA Index Calculation Example, is an Excel tool the Government will utilize to calculate unit prices for future performance periods based on the following information.

1.0 EPA Indices: Price indices are based on Producer Price Index (PPI) statistical data from the U.S. Bureau of Labor Statistics (BLS). PPI industry "series" codes for the FSCs within the population are listed in the table below. Price index data for each series will be obtained from the BLS at https://data.bls.gov/cgi-bin/srgate at the time of each annual price adjustment.

Series ID	FSC	Series Title
PCU326130326130	5325	Laminated plastics plate, sheet (except packaging), and shape manufacturing
PCU332119332119	5355, 5365	Other metal stamping, except automotive
PCU332510332510	5340, 5342	Hardware manufacturing
PCU332613332613	5360	Spring manufacturing
PCU332618332618	5315, 5335	Other fabricated wire product manufacturing
PCU336310336310	5331	Motor vehicle gasoline engine and engine parts manufacturing
PCU332722332 7221	5305, 5306, 5307, 5310, 5320	Bolt, nut, screw, rivet, and washer manufacturing Aircraft fasteners, except plastics (including aerospace)

(*Id.* at 1.)

In May 2024, DLA and Noble met as part of their recurring face to face meetings and discussed, among other things, the movement of items between the Core and Alt Basket. (May 7, 2024 Trip Report at 1, Ex. 20.) During that meeting, DLA noted that it had moved approximately 470 items from the Core basket to the Alt Nuclear basket and intended to move other items between baskets. (*Id.* ("Migration Group Summary: Core to Alt Neso ~ 470 items, Complete; Core to Alt Non-Neso ~ 2,130 items, Evaluation; Alt to Core ~ 4,000 items, Noble Obtaining Quotes").) This movement of items between baskets, specifically from Core to Alt, substantially reduced the number of NIINs procured by Noble under the Core basket.

F. DLA's December 6, 2024 Option Letter And Related Correspondence.

In October 2024, DLA first suggested to Noble during a face-to-face meeting in Richmond, Virginia that DLA might not exercise the initial three year option. (*See infra*, May 4, 2026 Letter from DLA at 1.)

On December 6, 2024, DLA notified Noble that DLA did not intend to exercise the option for the Contract. (Dec. 6, 2024 Letter from DLA at 1, Ex.3.) DLA cited purported performance issues, option pricing, and contract modifications that altered the Contract scope. (*Id.* at 1-2.) Specifically, DLA explained:

> In accordance with FAR 17.207, I, as the Contracting Officer, have made the determination that exercising the option on the current contract is not the most advantageous method of fulfilling the governments requirements. In making this determination I evaluated
>
> a. (c)(5) Past performance on the contract
>
> b. (d)(2) Pricing on the option to determine that exercising the option would be more advantageous than a new offer.
>
> c. (f) The terms of option to ensure that the requirements of part 6 (Competition Requirements) and section F were fulfilled.

(*Id.* at 1.) Further, in explaining why exercising the option would not benefit DLA, DLA cited purported Noble failures to meet minimum performance requirements, to accept orders for Core items, and to secure fair and reasonable prices for Alternate items, and Contract modifications materially changing the Contract scope:

> First, Noble Logistics performance over the first eighteen months of the contract has failed to meet minimum performance requirements spelled out in the contract, including performance metrics for Customer Direct Availability (CDA) and On Time Delivery (OTD).
>
> Second, Noble was unable to accept orders for 596 Core items at the contractual prices resulting in removal of these items. Additionally, pricing for 617 Alt items in the cost containment population were removed because unit pricing could not be determined fair and reasonable. Given Noble's difficulties in performing the contract at its current firm fixed prices for Core, and consistently securing fair and reasonable prices for Alt items, I cannot conclude that the current contract pricing would be more advantageous than pricing received on re-competition.

> Finally, over the life of the contract, multiple modifications were issued to improve performance. The most significant contract changes include: Changes to Unit Prices, Migrations between Alt and Core baskets, changes to performance requirements, and changes to the process for managing Alternate Basket delivery times. The cumulative impact of these modifications is tantamount to a change in scope. Accordingly, I cannot conclude that the option extending the contract as changed was 'evaluated as part of the initial competition ... [or would be] at an amount specified in or reasonably determinable from the terms of the basic contract' as awarded.

(*Id.* at 1-2.) DLA asserts that this Notice "triggered the Contract's Closeout provisions." (*See infra*, May 4, 2026 Letter from DLA at 1.)

G. March 12, 2025 Noble Buyback Presentation And Modification P00033 Impact

On March 12, 2025, Noble met with DLA regarding buyback negotiations and the impact of P00033 (which the parties executed in November 2023, *see supra*). (*See e.g.*, Mar. 12, 2025 Noble Buyback Presentation Discussion, Ex. 22.) In this presentation, Noble provided an overview of Contract performance to date and stressed the impact of its outstanding vendor payables—at $24M—and open invoices—at $21.3M—under the Contract. (*Id.* at 4.) Noble explained its current inventory exposure and supply chain risk stating, "Noble currently has $135.7M in CORE inventory exposure"; "[c]urrent stock on hand in our Olive Branch warehouse is $76.2M"; and "Noble also has approximately $60M of inventory inbound." (*Id.* at 5.) In response to such exposure, Noble identified that the Contract "allows buybacks to be for more than 9 months of demand," and stated that "[t]he Government may purchase a higher quantity than what is contractually required depending on the circumstances for the individual item" and that "[f]inal buyback quantities will be mutually agreed upon between the Government and the Contractor." (*Id.* at 6 (quoting SOW at 21).) Noble identified several reasons why implementing buybacks reflected the most practical path forward:

1. Ensuring readiness throughout transition.
2. Noble agreed to P00033 instead of seeking a Request for Equitable Adjustment.
3. Noble requested hyperinflation relief per FY23 NDAA Section 822 and instead agreed to P00033.
4. DLA has materially changed the economics of the contract by removing 6 years of performance and phasing out the Alt Basket.
5. Noble, a small business, is not in the financial position to continue taking on significant inventory risk given the shortened period of performance.
6. DLA ordering of NIINs on FSG53 post July 2023 has contributed to Noble having additional inventory exposure.

(*Id.*) Noble proposed, as a next step, providing "a holistic transition plan that contemplates readiness and Noble's inventory exposure"; agreeing "on P00033 NIINs to buyback all available and inbound stock"; and "[p]ay[ing] past due invoices quicker and provid[ing] a sustainable path forward for new orders." (*Id.* at 7.)

H. May 2025 – Modification P00096

On May 20, 2025, the parties executed modification P00096, which resolved P00033. (P00096, Ex. 23.) Noble asserts P00096 led to a $19.2M loss for Noble, as DLA left Noble with $13.2M of inventory as a result of P00033, and DLA only compensated Noble for $14M in inventory when DLA should have compensated Noble for an additional $6M. (*See e.g.*, Feb. 3, 2026 Noble Base Contract Extension Discussion, Ex. 24; *see also* P00096, Ex. 23 ("This modification implements the following: 1. Deletes 590 items from the contract 2. Establishes buyback agreement for deleted items."); *see also* P00096 Items Excel Sheet, Ex. 25.)

I. August 2025 – February 2026 Correspondence Related To Limited Extension Of Base Contract

After the December 6, 2024 Notice, DLA and Noble discussed the possibility of a limited Contract extension beyond the expiration of the base period. This conversation began in part on August 19, 2025, when DLA provided suggested bridge contract buyback quantities to Noble, offering a total buyback cost of $35,000,000. (*See* Aug. 19, 2025 DLA Email at 1-2, Ex. 26; Aug. 19, 2025 DLA Buyback Proposal, Ex. 27.) DLA stated, among other things, that:

> Attached is the DLA Read Ahead for the buyback quantities we propose for end of contract. . . . The total max exposure for buyback of material using this calculation is $93.99M, which is much to high [sic], and far exceeds what we can see as current Noble SOH. DLA feels strongly that we need to cap our exposure to buyback, thus ***we are capping the total buyback offer at a maximum of $35M,*** with no one NIIN exceeding the max qty indicated in the spreadsheet.

(*See* Aug. 19, 2025 DLA Email at 1-2, Ex. 26.) Later, on October 22, 2025, DLA followed up with a proposed bridge modification, which would have extended the contract from June 30, 2026 until June 30, 2027. (*See* Oct. 22, 2025 DLA Email, Ex. 28 ("In effort to secure an agreement to Bridge Contract quickly, I am providing Bridge Modification Read-Aheads."); DLA-Proposed Bridge Contract Mod. Narrative, Ex. 29 ("The final expiration date of this contract is extended from June 30, 2026 until June 30, 2027.").) The parties had not yet agreed to any buyback quantities at this point. (*See* Oct. 22, 2025 DLA Email, Ex. 28.)

On January 16, 2026, Noble requested an in-person meeting with DLA regarding the proposed buyback and bridge modification. (Jan. 16, 2026 DLA Email at 1, Ex. 30.) Noble met with DLA in an attempt to solidify a potential base contract extension and negotiate a resolution

of the parties' differences. On February 3, 2026, Noble and DLA further discussed a potential base contract extension, among other issues. (Feb. 3, 2026 Noble Base Contract Extension Presentation at 1, Ex. 24.) DLA did not agree to Noble's counterproposals, and refused to extend the contract.

J. March 27, 2026 Buyback Letter

On March 27, 2026, the Contracting Officer sent Noble a letter "to execute the Buyback Plan in accordance with Sections 9.0 and 12.0 of the Statement of Work." (Mar. 27, 2026 Letter from DLA, Ex. 31.) This letter directs Noble to provide information about residual and committed inventory in addition to information related to material forecast data and material sourcing reports for all procurements. (*Id.* at 1 ("Because Noble Supply and Logistics (Noble) and DLA failed to successfully negotiate the terms of bridge contract, the contract will expire at the end of the base period on June 30, 2026. In accordance with Section 12 of the SOW Noble is to provide information to support DLA's purchase of residual and committed inventory.").)

K. Noble's April 2026 Transition Proposal And Related Correspondence

On April 7, 2026, DLA contacted Noble to discuss modification P00132 to formalize the end of contract buyback for the Contract, offering $26,199,299.93 for certain inventory. (Apr. 7, 2026 – Apr. 14, 2026 Email Correspondence, Ex. 32; *see also* P00132, Ex. [X]; *see also* P00132 Items Excel Sheet, Ex. 33.) On April 8, 2026, DLA followed up in the same email chain, stating: "Quantities cited in buyback modification P00132 are maximums. However, it is preferable to issue the buyback Delivery Orders (DOs) for the exact quantity available for buyback thereby /eliminating the need to modify the buyback DOs later because of quantity mismatch (if Noble cannot supply the maximum quantity)." (Apr. 7, 2026 – Apr. 14, 2026 Email Correspondence, Ex. 32.) On April 9, 2026, Noble rejected the proposed modification P00132. (*Id.*) On April 14, 2026, DLA responded to this rejection with options for next steps:

> COA 1 – Noble signs the modification for DLA's original buyback quantities (which exceed the contractual requirement) for a total of ~ $26.2M
>
> COA 2 – Noble does NOT sign the modification and DLA consequently issues a unilateral modification for the contractual 9-month quantities for a total of ~ $15.7M.
>
> If Noble has a third COA, DLA would be willing to consider it.

(*Id.*)

On April 20, 2026, Noble presented its transition proposal to DLA. (Apr. 20, 2026 Noble Transition Presentation, Ex. 34) Noble described the various losses Noble experienced as a result of DLA choosing not to extend the option period, including Noble committing over $150 million

into supporting infrastructure, $567 million into past and on-going inventory purchases to maximize Government cost savings, $68 million of committed inventory, and a $19 million loss for inventory removed from the Contract with the execution of P00033 and other modifications. (*Id*. at 3, Ex. 34.) Noble explained: "DLA's altered approach has created a potential exposure of more than $87.9M that threatens the very existence of our small business." (*Id.*) Noble identified several risks with DLA's buyback proposal:

> The current buyback proposal jeopardizes Noble's viability. Only $12M of the proposed buyback can be supported by current on-hand inventory. If accepted, Noble would be left with $75M in exposure.
>
> . . .
>
> There is $43M of committed inventory purchases in support of the program. The Government is proposing to buy $14M of the $43M, which cannot be selectively purchased. Not taking full delivery of the open purchase orders for core inventory will also jeopardize an additional $30M in ALT purchase orders across 10,000+ delivery orders. 85% of the suppliers affected by these modifications and cancellations are small businesses whose viability will be threatened.
>
> . . .
>
> Noble will be unable to support roughly 60% of DLA's intended buyback. This shortfall will drastically reduce readiness.

(*Id.* at 4.) In response, Noble suggested that DLA purchase $45.9 million of Core related inventory costs (contemplating a thirty-three month demand period), specifically covering $37 million in inventory and $8.9 million in supplier cancellation fees. (*Id.* at 5.) For support, Noble cited Section 12.1 of the SOW related to contract closeout and presented the following:

> As specified in the SOW, a transition of 24 months is required. Until March 25, 2026, Noble was acting in good faith that the base extension offered by DLA would be executed. Noble is requesting a buyback that includes a total of 33 months of demand (Based on a 2-year transition plus the 9-month minimum). Noble also requests that DLA purchase 100% of Alt NESO inventory. When ALT NESO became its own basket, Noble was requested to stock at least 3-5 years of inventory, which goes beyond the minimum buyback parameters. (SOW 9.1 provides for higher buyback quantities based on individual circumstances). It is imperative that DLA is responsible for all committed inventory on open purchase orders within the Defense Industrial Base. Otherwise, the viability of multiple small business suppliers will be threatened.

(*Id.*) Noble also proposed that all current orders remain open for a minimum of twelve months, for both Core and Alternative buckets. (*Id.*) Noble explained that it "has not been given adequate time to prepare for a successful transition" and "[i]f an agreement is reached to facilitate a larger buyback and providing security to the Defense Industrial Base, Noble will be able to fill all open backorders with committed inventory." (*Id.*) Additionally, Noble requested that DLA eliminate the contract disincentives in addition to reimbursing Noble for $8 million in transition fees for labor, material, and facilities. (*Id.*) Noble explained that "[a] change to the payment process was enacted with P00063 deferring the payment until the final period/performance year" and, "[a]t the time of signing, it was unknown that DLA would be electing to not exercise the option periods," which is unfair given "[t]he incentives and disincentives were developed based on a 10-year period of performance." (*Id.*) Noble further demonstrated that even if DLA accepted Noble's proposal, Noble would still face $25 million in losses:

Transition Plan Proposal	
Noble Total Exposure	**$87.9M**
Requested Buyback	**-$37M**
Contract Incentive/Disincentive (est)	**-$9M**
Associated Transition Fees	**-$8M**
Supplier Cancellation Fees	**-8.9M**
Noble Loss	**$25M**

(*Id.* at 6 (reflecting a $9M disincentive estimate by Noble, projected for the end of the Contract).)

On April 24, 2026, Noble sent follow up information to DLA related to Noble's proposal. Specifically, Noble forwarded three attachments to DLA related to Noble's transition proposal.

L. The May 4, 2026 Closeout Letter, Modification P00132, And Related Correspondence

On May 4, 2026, the Contracting Officer sent Noble a letter responding to Noble's April 20, 2026 Transition Proposal. (May 4, 2026 Letter from DLA; *see also* May 4, 2026 Email from DLA, Ex. 21 (describing the May 4, 2026 letter as the contracting officer's decision).) DLA recounted the parties' inability to agree to a potential bridge contract and stated the Contract's "ordering period expires at the end of the base period on June 30, 2026." (May 4, 2026 Letter from

DLA at 1.) DLA responded that "Noble's proposal exceeds the contractually required minimum buyback quantities and far exceeds the Government's needs," citing to Section 9.0 of the SOW (described *supra*). (*Id.*) DLA specifically asserted that:

> On April 7, 2026, in accordance with SOW 9.1 and 9.2, DLA sent Noble buyback quantities that meet the minimum of 9 months' worth of demand required by contract and additional quantities where DLA needs additional material. That volume of inventory, as of April 7th, was $26,199,299.93. To the extent Noble purchased or committed to purchase inventory exceeding the Government's buyback obligation, Noble proceeded at its own risk. The Government has no obligation to defray Noble's assumption of risk through purchase of inventory or reimbursement of cancellation fees Noble's suppliers may charge it for excess inventory it committed to purchasing.
>
> Under the SOW, the quantity of inventory for the buyback is unilaterally determined by the Government. Therefore, in the absence of a bilateral agreement otherwise, the Government intends to issue a unilateral modification to the contract for final contract buyback amounts.

(*Id.* at 2.) In responding to Noble's proposal suggestion that all current Core/ALT orders remain open for a minimum of twelve months, DLA cited to Section 12.0 of the SOW related to closeout and exit to argue that the closeout period will end on December 6, 2026 and that Noble's proposal exceeds this end date. (*Id.* at 3.) DLA further argued that it gave Noble sufficient notice of DLA's intention not to exercise the option, starting on December 6, 2024. (*Id.* at 2-3.) Accordingly, DLA stated that it will execute the delivery order close out timelines as follows, ending consistent with the twenty-four month closeout period:

> ***Core and Alt Neso:***
> Starting August 1, 2026, DLA will unilaterally cancel any orders not received by July 31, 2026
>
> ***Alt:***
> Starting July 1, 2026, DLA will monitor Alt orders and unilaterally cancel them IF
> 1) Noble has not placed an order with a supplier within 90 Days Of Receipt of Order (DARO) OR
> 2) Alt orders are over 90 days past the Cont[r]act Delivery Date (CDD)
>
> ***Return Material Authorizations (RMAs)***
> Starting August 1, 2026, DLA will unilaterally cancel orders that were returned to Noble via RMA to correct a discrepancy IF Noble has not corrected the discrepancies and provided conforming material to DLA by July 31, 2026

(*Id.* at 4.) In an attempt to rebut Noble's request that DLA remove the $9 million disincentive, DLA cited Section 7.6 of the SOW related to incentive and disincentive payments and contended that Noble has not provided any contractual or legal basis for eliminating the disincentives. (*Id.*) DLA further defended the disincentive payment as follows:

> The Government agrees that P00063 (SOW as updated above) states that disincentive payments will be deferred to the final performance/contract year. To date, bilateral contract modifications P00068 and P00112 have been issued with a total disincentive owed calculated at $7,907,033.24. While Noble asserts that the incentives and disincentives were developed based on a 10-year period of performance, SOW section 1.2 only obligates the Government to a one-year transition period and a three-year base period. Noble's assumption that the Government would exercise the two options to extend the contract were at its own business risk. The Government is under no obligation to insure Noble's assumption of risk. As the parties' bilaterally agreed to the value of the disincentive, in accordance with SOW 7.6, this disincentive is payable during the final year of the contract.

(*Id.* at 4-5; *see also* P00063, Ex. 41 (revising the payment process in Sections 7.5 and 7.6 of the SOW related to the incentive and disincentive payment process); *see also* P00068, Ex. 42; *see also* P00112 at 2, Ex. 43 (reflecting a disincentive of $7,907,033.24).) DLA also sought to rebut Noble's request for $8 million for transition fees, stating that Noble has not provided support for these fees and citing to Section 9.2 of the SOW related to furnishing effort including labor, material, and facilities. (May 4, 2026 Letter from DLA at 5.) In short, DLA argued that "the contract as written does not contemplate additional costs or charges for Contract Exit" and that "[t]he Government is under no obligation to pay for Noble's costs to exit the contract." (*Id.*)

On May 5, 2026, DLA issued P00132, which "formalize[d] [the] end of contract buyback in accordance with Section 12.0 of Statement of Work (SOW)." (P00132, Ex. 44.) That modification states: "Buybacks will be executed in Tranches. The government may unilaterally migrate items between Tranches as needed to maintain supply chain integrity. For example, if technical requirements change. Buyback orders for all Tranches will be issued before the contract expires. The buyback quantities, pricing and delivery schedules are cited in Attachment 1." (*Id.*) "Tranche 1" totals to $24,368,593.44. (P00132 Items, Ex. 33.)

On May 12, 2026, Noble received a Delivery Order for "Tranche 2" in connection with P00132 buyback items for $129,600.76. (Delivery Order No. SPE4A2-26-F-4938, Ex. 45 ("This Delivery Order (DO) is issued to reimburse Noble for Tranche 2 item(s) cited in modification P00132. These items are Out Of Scope (OOO), targeted for disposal and contractor consequently shall NOT fill this order until instructed by the Contracting Officer (KO). The aforementioned P00132 Tranche 2 item(s) are cited in Attachment 1"); Delivery Order No. SPE4A2-26-F-4938 Attachment, P00132 Tranche 2 Items, Ex. 46.)

On May 22, 2026, DLA reiterated to Noble the criteria DLA intends to use to cancel Delivery Orders (DOs) for the FSG53 Contract after the Contract expires on June 30, 2026, as explained in DLA's May 4, 2026 Letter. (May 22, 2026 – June 15, 2026 Email Correspondence, Ex. 47.) DLA also added that: "***P00132 End of Contract Buyback Orders.*** DLA will issue modifications to cancel or reduce quantities for P00132 buyback orders if Noble has not delivered the full order quantity no later than 30 days after the Contract Delivery Dates (CDD)." (*Id*.) On June 2, 2026, Noble requested relief from such proposed cancellation dates:

> Noble requests that DLA reconsider its criteria regarding the P00132 End of Contract Buyback Orders. As stated below, DLA will cancel or reduce quantities for P00132 buyback orders if Noble has not delivered the full order quantity no later than 30 days after the Contract Delivery Dates (CDD). This does not allow Noble adequate time to process the approximately 12 million pieces ordered through the buyback, with the first order received on May 5, 2026. Noble processes approximately 66,000 pieces per day while operating two shifts at the Olive Branch, MS distribution center. While there is capability to increase staffing and the daily processing volume, it is not commercially practicable to process all 12 million pieces prior to July 31, 2026. Accordingly, Noble requests that DLA change the condition such that DLA will cancel or reduce quantities for P00132 buyback orders if Noble has not delivered the full order quantity no later than 180 days after the CDD.

(*Id*. at 3.) On June 15, 2026, DLA provided partial relief to Noble regarding certain open buyback orders and the proposed cancellation thereof:

1. DLA will allow Noble up to 90 days past the Contract Delivery Date (CDD) to deliver the P0013[2] buyback orders. Orders not delivered within this timeframe are subject to cancellation.

2. While we are allowing a grace period, Noble is encouraged, to the extent possible, to meet the CDDs.

3. Based on Noble's current stock position and total open order qty, I belive [sic] that, in some instances, Noble's supply will be insufficient to fill both standard and buyback orders. In these cases, I would like to cancel/reduce the buyback orders as appropriate. I am therefore requesting that Noble identify the buyback orders it cannot support and provide a brief action statement (cancel in full or reduce by x qty).

(*Id.*)

M. DLA's Cancellation of Open Alt Orders

On June 30, 2026, DLA reviewed a population of approximately ~ 7,275 open (that is, with requested delivery dates that postdate the June 30, 2026 end of the base period) Alt basket orders and wrote to Noble regarding order status and the potential cancellation of these orders:

> I reviewed the FSG53 open orders and identified a population of ~ 7,275 Alt orders which meet the criteria to cancel or reduce quantity via modification. I have segregated the orders into four (4) groups as summarized in pivot below:

Row Labels	Count of Combined Alt DOs
Group A: No Deliveries & No Invoice	3679
Group B: No deliveries but invoiced.	275
Group C: Partial Delivery No Invoice	2670
Group D: Partial Delivery and Invoiced	652
Grand Total	**7276**

> To avoid any missteps in execution, I want to ensure we are aligned and am therefore requesting your assistance. Please action the following:
>
> Group A: Verify 1) Material has not Shipped and 2) Invoice has not been submitted.
>
> Group B: IF material has not shipped THEN reverse the invoice.
>
> IF material shipped THEN provide Proof Of Delivery (POD).
>
> Groups C & D: These groups will be excluded from mass cancellation but have provided proposed action(s) for awareness. However, I will defer to Michelle Spencer/Post Awards on how to best reconcile these orders.

(June 30, 2026 – July 13, 2026 Email Correspondence, Ex. 51.) On July 10, 2026, Noble responded explaining that it "disagrees with the approach DLA is taking as it violates the Contract and will cause significant harm to Noble. . . . [W]e note that the DLA data contains significant discrepancies. We have attached a preliminary assessment of the data." (*Id.*) On July 13, 2026, DLA replied that it will begin cancelling Noble's pending Alt orders:

> I appreciate the inputs and am excluding the orders which Noble asserts have shipped from mass cancellation. Additionally, I pulled in data from today's open order report (DRU-33453) and excluded all orders which are showing as shipped. Removing these orders yielded ~ 3,470 Alt orders that neither Noble or

> DLA cite as 1) shipped or 2) invoiced. To expeditiously closeout the FSG53 contract I am proceeding with the mass cancellation of the these ~3,470 orders (see attached).

(*Id.*) On July 14, 2026, DLA walked back some of its intended cancellations, allowing Noble more time to review the suggested set of outstanding Alt orders:

> I discussed the mass cancellations with my Office of Counsel and, based on legal's guidance, am proceeding as follows;
>
> 1. The 441 Alt orders which Noble did not concur to cancel were removed from the mass Alt cancellation population.
> 2. Six (6) new Alt orders are now showing as partially shipped and were therefore excluded from the mass cancellation population.
> 3. Removing the items above yielded a population of 3,470 orders that are included in the target mass cancellation population.
>
> To ensure we do not inadvertently include technically unsuitable orders in the mass cancellation population (e.g. Goods Receipt Posted or Invoiced submitted), I am allowing Noble an additional week to review.
>
> Please review the attached, provide comments (if any) in column "AU" of 'Mass Cancellation Population_ Group A" tab and return via "reply all" NLT COB next Tuesday.

(July 14, 2026 Email Correspondence, Ex. 53.) Despite the foregoing exchanges, at no point did DLA represent that it intends to compensate Noble for the cancelled orders in accordance with the Contract's cancellation terms.

III. LEGAL AND CLAIM ANALYSIS

A. DLA Breached The Contract To Noble's Significant Financial Harm.

DLA has breached the FSG 53 Contract in several ways, creating significant financial harm to Noble. Specifically, DLA improperly implemented a buy-around process with no contractual basis, filling orders from its own stock before ordering from Noble and rendering data provided to Noble for supply purchase faulty; DLA repeatedly provided Noble with defective data for use in connection with the Contract; DLA failed to provide Noble with the required advance notice of contract shutdown, creating truncated closeout timelines that financially harmed and otherwise misled Noble; DLA breached the contract's buyback provision to Noble's significant financial

harm; and DLA has misapplied a $7,907,033.24 disincentive requiring Noble to return to DLA amounts not otherwise due DLA.

When the United States enters into the marketplace by contract, "'its rights and duties therein are governed generally by the law applicable to contracts between private individuals.'" *See United States v. Winstar Corp.*, 518 U.S. 839, 895 (1996) (citing *Lynch v. United States*, 292 U.S. 571, 579 (1934)). To that end, if the United States by its actions or inactions changes or alters the work that a contract contemplates or interferes with the contractor's work, the law entitles the contractor to an equitable adjustment. *See, e.g.*, *J&J Oilfield & Elec. Serv.*, ASBCA No. 46050, *et seq.*, 98-2 BCA ¶ 29,965 (Aug. 20, 1998) (finding contractor entitled to equitable adjustment in the case of a constructive change). Moreover, the law recognizes that all government contracts impose an implied obligation on the Government not to interfere with the contractor in the performance of the contract. *Amertex Enters., Ltd. v. United States,* 1995 WL 925961, at *63 (Fed. Cl. Dec. 15, 1995), *aff'd*, 108 F.3d 1392 (Fed. Cir. 1997) (citing *Lewis-Nicholson, Inc. v. United States*, 550 F.2d 26, 32 (Ct. Cl. 1977)); *see also G.W. Galloway Co.*, ASBCA No. 16656, 73-2 BCA ¶ 10,270 (Sept. 19, 1973) (citing *Nanofast, Inc.*, ASBCA No. 12545, 69-1 BCA ¶ 7566 (Mar. 18, 1969)). In addition to the obligation of noninterference, the law also recognizes an implied, affirmative obligation on the part of the Government to do whatever is reasonably necessary on its part to enable the contractor to perform. *G.W. Galloway Co.*, ASBCA No. 16656 (first citing *Nanofast, Inc.*, ASBCA No. 12545, 69-1 BCA ¶ 7566 (Mar. 18, 1969); then citing *Space Dynamics Corp.*, ASBCA No. 12085, 69-1 BCA ¶ 7662 (Apr. 30, 1969)). The Federal Circuit has held that "when there has been a breach of contract, the non-breaching party is entitled to an award of damages that will place it 'in as good a position as [it] would have been in had the breaching party fully performed.'" *Rumsfeld v. Applied Companies, Inc.*, 325 F.3d 1328, 1336 (Fed. Cir. 2003) (quoting *Wells Fargo Bank, N.A. v. United States*, 88 F.3d 1012, 1021 (Fed. Cir. 1996)).

1. DLA Repeatedly Bought Around the Contract Undermining the Contract and Rendering the Data DLA Provided to Noble Flawed and Harmful.

DLA, after advising Noble of product needs, frequently ordered stock from vendors other than Noble in connection with DLA's needs under the Contract. DLA's buy around actions violated the Contract, rendered the inventory demand information provided to Noble misleading, stranded Noble with inventory in some instances, and deprived Noble of sales in other instances. This buy around practice breached the Contract to Noble's significant financial harm.

Where, as here, the government by its actions effectively commits to fill all or some of its needs from a particular contractor, the government breaches the contract by diverting the work without justification to another contractor or itself. *Ace-Federal Reports, Inc. v. Barram*, 226 F.3d 1329, 1333 (Fed. Cir. 2000) (finding government diversion of transcription work to constitute "unauthorized actions" and "breaches, pure and simple," even though the contract did not require use of particular contractor). The government's breach of contract may arise out of any duties

found within the plain language of the contract, including those related to providing accurate data. *See e.g., Ingham Reg. Med. Ctr. v. United States*, 163 Fed. Cl. 384, 409 (2022) (holding that, under the plain language of the contract at issue, the government had a duty to correctly adjust data from the government's database, and the government breached its duty to correctly adjust data from the government's database). Further, although the government may not know the quantity of items it ultimately will purchase under any particular contract, the government must comply with its contractual obligation to provide accurate data where (as here) the government commits to do so. The damages vary for such a breach depending on the nature of the breach, but range from full breach damages designed to make the contractor whole (including anticipatory profits) to an equitable adjustment in price. *Cf. Rumsfeld v. Applied Companies, Inc.*, 325 F.3d 1328, 1340-41 (Fed. Cir. 2003).

Here, the Contract states that Noble shall "provide performance-based material support for Federal Stock Group 53 (FSG 53), Hardware and Abrasives" and "support, and be responsible to fulfill, all demand from DLA worldwide customers, including FMS customers." (SOW at 4, 13, Ex. 2 (emphasis added).) The Contract obligates DLA to "issue[] and administer[] order[s] for contract NSNs listed in Appendix A of the solicitation." (*Id.* at 10; *see* Appx. A, Ex. 5.) Further, per the Contract, DLA must provide four accurate sources of inventory data to the contractor in order for the contractor to quickly effectuate orders:

> The Contractor shall be provided with the following reports on a weekly basis for the Core NSN population and on a monthly basis for the Alternative NSN population for import into Contractor system:
>
> a. Demand history to be used for demand planning
> b. On hand inventory levels
> c. Material movement between DLA stock locations
> d. On order/due in positions

(*Id.* at 7; *see also id*. at 11 ("The Contractor shall have access to DLA inventory levels and delivery schedules to ensure the Contractor meets or exceeds the requirements of this contract. The Government shall provide the following reports on a weekly basis for the Core NSN population and on a monthly basis for the Alternative NSN population for import into Contractor system"); *see also id.* at 30.) Stated otherwise, the Contract recognizes that accurate data as to DLA's needs is essential in order for the contractor to render effective performance to contractual metrics. Without such accurate data, DLA leaves the contractor without the ability to stock items in appropriate quantities and with sufficient lead times to fill DLA orders.

At the Contract outset, DLA provided Noble with various categories of data and Noble using the data began ordering inventory to prepare for incoming orders by DLA. As the Contract provides, Noble had to have accurate data in four areas (demand, on hand inventory, material movement, and on order/due in) from DLA to allow the contractor to effectively perform the

Contract. Despite the need for DLA to provide Noble with accurate data on DLA's purchases and expected purchases, FSG 53 customers continued purchasing stock from other suppliers as they had always done without DLA identifying those actions to Noble. Instead, Noble would learn of large DLA purchases of Contract covered products from other vendors after DLA had provided Noble with demand information and Noble had already sourced items to fill DLA's expected needs. This improper DLA practice created a material disconnect between the demand data provided, based on which Noble stocked materials, and DLA's actual demand for Contract items. Had DLA's data properly reflected DLA's plans to purchase the items from other vendors, Noble would not have stocked the items that DLA never intended to buy from Noble (contrary to the demand data). The parties came to refer to this practice as DLA buying around the Contract. This buy around practice breached the Contract and harmed Noble in numerous regards. In all circumstances, the buy around practice deprived Noble of the involved sales, revenues, and throughput that it otherwise would have obtained had DLA complied with the Contract. In many circumstances, the flawed DLA data (which did not reflect DLA's actual intentions) resulted in Noble purchasing items DLA did not plan to buy across the Contract. In these circumstances, the buy around left Noble holding inventory for which Noble had paid vendors but which DLA no longer required, giving rise to Noble unreimbursed inventory costs, inventory carrying costs, facility storage costs, and revenue management costs (among other costs). Ultimately, as this improper buy around practice occurred again and again, the practice created significant financial strain for Noble, a small business.

For example, the Contract contemplates Noble providing NSN No. 5342-00-486-0957, a Corrosion Preventive Anode to DLA. (*See* Chess Quantum Assessment at Tab A.2 Row 16, Ex. B.) DLA included this item and DLA's needs on the contract estimates provided to Noble. Notwithstanding the Contract coverage, DLA awarded at least five orders for this item to entities besides Noble from February 2025 onward, namely Order Nos. SPE4A725F3591 (to North End Group LLC), SPE7M225F0099 (to North End Group LLC), SPE7M225P3485 (to North End Group LLC), SPE7M225P3945 (to Midway Industrial Supply Inc.), and SPE7M126F2797 (to North End Group LLC). DLA purchased 4,357 units of this Contract-covered NSN from other vendors. Noble had (and still has) this item in stock based on DLA demand data. If DLA had issued these orders to Noble as the Contract requires, Noble would have depleted all inventory on hand and purchased the remaining items from its supplier. Noble would have invoiced DLA under the Contract for such items in the total amount of $405,499.50. But instead, DLA purchased the items from other vendors, paid the other vendors, and has stranded Noble with 4291 units of stock that cost Noble $393,859.27 to procure. Noble now also has inventory carrying costs, facility storage costs, and revenue management costs related to the stranded items.

Similarly, the Contract contemplates Noble providing NSN No. 5306-01-093-3476, an Internally Relieved Body Bolt to DLA. (*See* Chess Quantum Assessment at Tab A.2. Row 20, Ex. B.) DLA included this item and DLA's needs on the contract estimates provided to Noble. Despite the Contract coverage, DLA issued at least four orders for the item to entities besides Noble during

Noble's Contract performance. Specifically, DLA awarded four orders to other entities for this NSN and purchased 846 units: Nos. SPE4A625PG066 (to Metro Reliable Resources Corp.), SPETA625P0039 (to Frazier Aviation Inc.), SPEHA624P0074 (to Secure Components, LLC), and SPE4A624PN167 (to Metro Reliable Resources Corp). If DLA issued these orders to Noble, the sales would have depleted 98% of Noble's stock of this item, stock that remains on hand at Noble's warehouse. Noble would have invoiced DLA under the Contract for such items in the total amount of $375,982.14. (*Id.*) Instead, DLA purchased the items from other vendors, paid the other vendors, and now has left Noble with 897 units of stock that cost Noble $317,250.00 to procure and that DLA should have purchased from Noble. Noble now also has inventory carrying costs, facility storage costs, and revenue management costs related to the stranded items.

As another example, the Contract covers NSN No. 5340-01-267-2908, a Rod End Clevis. (*See* Chess Quantum Assessment at Tab A.2 Row 25, Ex. B.) DLA included this item and DLA's needs on the contract estimates provided to Noble. Noble, as a consequence, purchased and stocked the item. Yet, DLA awarded at least two orders to other entities for this item: SPE7L125P4081 (to Daniel and Rachel Cashflow Administrators Inc.) and SPE7L125V3820 (to Underground Pipeline Inc.). Combined, DLA purchased 1,800 units across these two orders. If DLA had issued these orders to Noble, Noble would have depleted all inventory of this item on hand and purchased the remaining items from its supplier, and Noble would have invoiced DLA under the Contract for such items in the total amount of $281,534.40. Instead, DLA purchased the items from other vendors, paid the other vendors, and has stranded Noble with 1026 units of stock. Noble now also has inventory carrying costs, facility storage costs, and revenue management costs related to the stranded items.

The foregoing represent a few examples of the persistent DLA buy around violations that severely undermined the Contract, rendered the expected usage data provided by DLA at best incomplete (as Noble did not know when DLA actually would use the Contract to procure FSG 53 items) and in reality harmful (as Noble purchased and inventoried substantial quantities of items based on the data provided only to have DLA purchase the items from other vendors creating substantial losses and significant financial strain for Noble). DLA engaged in this practice without altering the Contract terms or providing accurate inventory demand information to reflect DLA's actual demand vis-à-vis *this* Contract. (SOW at 13 ("The Contractor shall support, and be responsible to fulfill, <u>all demand</u> from DLA worldwide customers . . .") (emphasis added).) This buy around practice breached the Contract.

Noble repeatedly objected to the practice and sought appropriate relief. In an attempt to alleviate the financial impacts burdening Noble as a result of this practice, DLA informally directed Noble to "ignore" orders from other vendors as reflected in the data if those orders contained items that were 90-days past due. But this practice neither cured the breach as DLA continued to buy around the Contract thereby rendering the data DLA provided to Noble unreliable. Moreover, DLA still took delivery of certain past-due items, further causing Noble to have excess inventory.

As such, Noble "is entitled to an award of damages that will place it 'in as good a position as [it] would have been in had the breaching party fully performed.'" *See Rumsfeld*, 325 F.3d at 1336. DLA's buy around practice breached the Contract and financially harmed Noble by depriving Noble of orders that DLA should have placed pursuant to the Contract. As related to property that Noble had on hand or on order, Noble asserts that this practice damaged Noble in the amount of $11,444,496. (Chess Quantum Assessment at Tab A.1, Ex. B.) As noted in the Chess Quantum assessment, Noble has used the buy around quantities and the Contract price to determine the lost revenue.[6]

2. DLA Improperly Directed the Use of ICR Ordering Data and Provided Noble With Misleading Data.

DLA, by this Contract, sought to transfer to Noble comprehensive, performance based responsibility for FSG 53 needs. In doing so, the Contract mandates that DLA provide Noble with four sources of inventory data in order for Noble to accurately order inventory and meet performance metrics: (1) demand history to be used for demand planning; (2) on hand inventory levels; (3) material movement between DLA stock locations; and (4) on order/due in positions. (SOW at 7, 11, 30.) DLA breached this requirement by directing Noble to instead rely on flawed, unreliable ICR data midway through the Contract. The breach of contract caused significant financial harm to Noble. DLA must pay Noble damages as a result.

The Contract reflects the critical importance of accurate DLA data and information on DLA ordering practices to contractor performance. Despite this, DLA repeatedly provided Noble with incomplete and flawed information, made worse by DLA's changing ordering and planning practices.

The Contract states that Noble shall "provide performance-based material support for Federal Stock Group 53 (FSG 53), Hardware and Abrasives" and "support, and be responsible to fulfill, all demand from DLA worldwide customers, including FMS customers." (SOW at 4, 13.) The Contract obligates DLA to "issue[] and administer[] order[s] for contract NSNs listed in Appendix A of the solicitation." (*Id.* at 10; *see* Appx. A.) Further, per the Contract, DLA must provide four accurate sources of inventory data to the contractor in order for the contractor to effectively handle orders and manage its own supply chain:

[6] The quantum assessment reflects Noble's assertion that it has not had success in selling the stranded inventory commercially or otherwise. Although arguably entitled to claim the continuing inventory carrying costs, facility storage costs, and revenue management costs related to the stranded items the Chess Quantum Assessment does not include such amounts.

> The Contractor shall be provided with the following reports on a weekly basis for the Core NSN population and on a monthly basis for the Alternative NSN population for import into Contractor system:
>
> a. Demand history to be used for demand planning
> b. On hand inventory levels
> c. Material movement between DLA stock locations
> d. On order/due in positions

(*Id.* at 7; *see also id*. at 11 ("The Contractor shall have access to DLA inventory levels and delivery schedules to ensure the Contractor meets or exceeds the requirements of this contract. The Government shall provide the following reports on a weekly basis for the Core NSN population and on a monthly basis for the Alternative NSN population for import into Contractor system"); *see also id.* at 30.)

Moreover, for the provided data to have meaning, the FSG53 contractor had to gain additional insight into DLA's internal ordering and planning policies, known as planning parameters. For example, if DLA's internal rule is to have a minimum stock of a particular item on hand at all times, as was the case with regard to numerous FSG53 items, Noble had to have insight into this information in order for Noble to source appropriate amounts with sufficient lead time to ensure Noble could timely meet DLA demands. Likewise, if DLA had a particular "reorder point," or an inventory threshold below which it automatically places orders, Noble had to know of this policy so it could accurately anticipate DLA demand and configure its sourcing strategy accordingly. Indeed, planning parameters reflect key elements of data-driven logistics contract such as this, and are critical to enable the vendor to optimize and configure its supply chain planning system to the client's requirements and demand. DLA thus routinely supplied Noble with DLA's internal planning parameters to inform Noble's sourcing and supply chain management practices for the FSG53 Contract.

Despite the significance of accurate DLA supplied data and planning parameters to contractor performance, DLA routinely provided Noble with misleading data and parameters that DLA ultimately did not follow, causing Noble to both underorder and overorder supplies to its financial detriment. To illustrate, DLA in numerous cases supplied data and planning parameters to Noble that conveyed a particular item was well above its restocking point—that is, above the level at which DLA would begin issuing orders. Yet DLA would in certain cases nonetheless place orders from Noble for the item, even when the DLA data and planning parameters suggested that DLA had sufficient stock on hand for several years. For instance, Noble received orders from DLA in November 2023 (only one of which DLA cancelled) where the DLA demand and inventory on-hand data indicated that DLA had sufficient stocks on hand, in some instances for nearly seven years. (Nov. 2023 In-Stock Order at 1, Ex. 48.) In this and similar instances, the DLA data did not serve its contractual purpose—that is, to provide Noble an intelligible basis on which to configure its supply strategy. To the contrary, the DLA data misled Noble into believing

DLA would not need an item for several years when that was not in fact the case. As a result of this issue, which recurred throughout Contract performance, Noble could not timely procure certain ordered items, leading Noble to incur disincentives under the Contract.

Equally problematic, the flaws in the DLA-provided data and planning parameters led Noble to overstock items that DLA did not actually need. More specifically, DLA at times supplied data on its on-hand inventory and demand that, based on the DLA planning parameters, conveyed that DLA would soon issue Noble orders for the particular item. Correspondingly, to ensure Noble met its contractual obligations, Noble stocked these items or sourced them from its vendors, taking into account the sometimes very long lead times. However, contrary to the DLA data and planning parameters, DLA at times did not issue Noble any orders for the item or changed its planning parameters such that DLA no longer needed the item, both without prior notice or explanation. As an example, the DLA data as of September 2024 showed at least five stocked out items and ten items with very low inventories. ((DLA NESO Low Stock Email at 1, Ex. 48.) Noble had inventory of these items on hand. (*Id.*) When Noble inquired why DLA had not placed orders for these items contrary to the provided data, DLA indicated DLA had decided to "buy short" (or order too little relative to its planning parameters) and acknowledged that DLA had not issued Noble any orders despite having stock on hand below the thresholds at which DLA's planning parameters indicated that it would issue an order to Noble. (DLA NESO Low Stock Email, Ex. 49.)

Adding to the issue of DLA procuring too little relative to its demand data and planning parameters were accuracy problems with the DLA on-hand inventory data. For example, DLA in some instances failed to register and include supplies it received from Noble in the on-hand inventory data DLA provided Noble pursuant to the Contract. (Unregistered Deliveries Email, Ex. 50.) This rendered the provided DLA data inaccurate and incomplete, in turn triggering sourcing activity by Noble for items that DLA ultimately did not need and did not buy. The foregoing issues, coupled with DLA's repeated practice of buying around the contract, undermined the accuracy of the contractual data that Noble received from DLA. These issues placed Noble in the position of, on the one hand, overstocking contractual items that DLA did not procure from Noble and now improperly refuses to buy pursuant to the buyback process. On the other hand, DLA's failure to supply Noble with accurate data and consistent planning parameters caused Noble to understock items for which DLA (contrary to the provided data) placed purchase orders, causing Noble to incur disincentives under the Contract and pay substantially higher sourcing costs.

Instead of furnishing Noble with accurate data as the Contract requires, DLA, instead, further breached the Contract by directing Noble to use ICR data to drive Noble's ordering during the latter half of Contract performance. (*See* Feb. 20, 2024 Email Exchange, Ex. 17 ("This plan now uses DLAs ICR per our discussions with DLA").) Starting in early 2024, DLA tried to overcome the material flaws discussed above in the Contract data it provided Noble by providing and directing Noble to instead use ICR data (which proved equally if not more flawed). In doing so, DLA deviated from the Contract, which entitles Noble to receiving from DLA accurate (1)

demand history for Noble to use for demand planning; (2) on hand inventory levels; (3) material movement between DLA stock locations; and (4) on order/due in positions. (SOW at 7, 11, 30, Ex. 2.)

The ICR data proved highly unreliable and thus violated DLA's baseline obligation to provide Noble the accurate data necessary to perform the Contract. For example, as regards several NIINs, DLA provided one metric based on ICR data, upon which Noble sourced items to meet the Contract's requirements. Shortly thereafter, DLA provided significantly different ICR data for the same NIIN, data reflecting dramatic increases and decreases in demand. DLA did not provide Noble with insight into why such dramatic increases and decreases in demand occurred, and did not give Noble enough lead time to react to such dramatic increases and decreases. DLA's provision of unreliable ICR data violated its obligation to supply accurate demand data and further undermined Noble's ability to match its supply and sourcing to meet DLA's demand. This improper practice harmed Noble in two distinct ways. In the case of sharp, unanticipated increases in demand, DLA left Noble without sufficient lead time to react, causing Noble to miss contractual metrics and requirements and incur disincentive penalties. With respect to dramatic decreases in demand relative to the provided data, DLA forced Noble to incur unnecessary expenses to procure items that DLA did not actually need and in some instances has left Noble with substantial unpurchased stock.

As an illustration of this issue, the change in demand for the below seventeen NIINs increased multiple times over the course of a few months—based on unexplained fluctuations in ICR data that DLA provided:

NIIN	Basket	ICR 3.29.24	ICR 12.16.24	% Change	Lead Time
014622719	Core	13720	98115	715%	375
009259679	Core	68495	344368	503%	532
011345839	Core	30154	399846	1326%	193
010932480	Core	32343	149904	463%	336
007723720	Core	27771	301216	1085%	463
011345840	Core	28490	67199	236%	574
009013782	Core	6537	43614	667%	500
011937608	Core	46052	202064	439%	155
004985755	Core	11790	35525	301%	150
008133922	Core	18714	98482	526%	123
016205067	Core	7002	16297	233%	28
010137102	Core	23891	89065	373%	140
009590158	Core	10482	53838	514%	90
009210007	Core	5680	15538	274%	284

NIIN	Basket	ICR 3.29.24	ICR 12.16.24	% Change	Lead Time
010846096	Core	15331	216384	1411%	266
014721201	Core	11909	99580	836%	406
002986551	Core	9410	18695	199%	300

(ICR Increase and Decrease Examples at ICR Changes Sheet, Ex. 18.) For NIIN 010846096, DLA's internal consumption rate increased by 1411%. (*See id.*) Similarly, Noble had to pivot its ordering strategy for NIIN 011345839 when the consumption rate increased by 1326% over just a few weeks. (*See id.*) The same applies to NIIN 007723720, where the demand increased by 1085%. (*See id.*) DLA did little to account for these dramatic swings in ICR data, requiring Noble to adjust to the wild spikes in demand occurring over the course of just a few weeks.

Similarly, for the below NIINs, the change in demand significantly decreased—sometimes exhibiting a drop in demand of 100%— based on unexplained fluctuations in the DLA ICR data:

NIIN	Basket	ICR 2.16.24	ICR 5.20.26	% Change
015562568	Core	1767	325	82%
006920036	Core	11050	9026	18%
016580956	Core	99	25	75%
016569314	Core	1	0	100%
011407925	Core	689	253	63%
012681572	Core	32	8	75%
015556135	Core	7	2	71%
013805136	Core	11	1	91%
015508454	Core	261	76	71%
014567985	Core	26379	14797	44%
014570185	Core	139	26	81%
016118979	Core	58	0	100%
014366619	Core	750	200	73%
009657833	Core	613	229	63%
015970845	Core	1162	2	100%

(*See id.* at Sheet1 (reflecting decrease examples).) This practice widened the already significant gap between the data DLA provided and DLA's actual demand for supplies from Noble.

DLA's unreliable data, in breach of its contractual obligations, financially harmed Noble. This, coupled with DLA's improper directive to use ICR data for ordering purposes, entitles Noble to an adjustment under the Contract. The unreliable data has caused Noble to accrue substantial

amounts of excess inventory and in turn incur substantial costs. More specifically, the Chess Quantum assessment reflects that DLA's actions have caused Noble to incur $10,754,129 in excess costs, burden, and profit. (Chess Quantum Assessment at Tab A.6, Ex. B.)[7]

3. DLA's Indiscriminate Cancellation of Orders Breaches the Contract's Express Terms.

The DLA-imposed process and criteria for cancelling open orders past June 30, 2026 without compensation to Noble breaches the Contract and violates the FAR. The Contract entitles Noble to termination for convenience damages where DLA cancels an open order, other than for default. DLA's unilaterally-imposed process for cancelling open orders without compensation to Noble violates the Contract.

The Contract prescribes a clear mechanism for cancelling any open orders: "Delivery order cancellations shall be in accordance with subsection (l) of FAR Clause 52.212-4, Contract Terms and Conditions - Commercial Items." (SOW at 11, Ex. 2.) FAR 52.212-4(l), which refers to termination for convenience, permits cancellations at DLA's convenience but requires DLA to pay a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination. The guiding principle behind this requirement is to "fairly compensate the contractor and to make the contractor whole for the costs incurred in connection with the terminated work." *Nicon, Inc. v. United States*, 331 F.3d 878, 888 (Fed. Cir. 2003) (citing *Freedom Elevator Corp.*, GSBCA No. 7259, 85-2 B.C.A. (CCH) ¶ 17964 (Feb. 28, 1985)).

As explained, DLA informed Noble that starting August 1, 2026, DLA would unilaterally cancel any orders for Core and Alt Neso items not received by July 31, 2026. (May 4, 2026 Letter from DLA at 4.) DLA did not terminate these orders for default; rather, it closed the orders[8] and thus triggered Noble's right to compensation on the orders as set forth in FAR 52.212-4(l) regardless of the order due date.

DLA's procedure as announced and implemented constitutes a termination for convenience of the delivery orders (if not an outright contract breach by DLA). The Contract in accordance with FAR 52.212-4(l) obligates DLA to pay Noble a percentage of the work Noble performed prior to the cancellation. DLA, however, has provided no indication that it intends to reimburse Noble in line with the termination for convenience terms. To the contrary, DLA's communications related to Contract end discuss only the terms by which DLA would (unilaterally) implement a

[7] As explained and reflected in the Chess Quantum Assessment, the damages claimed here focus on excess inventory obtained by Noble due to DLA's flawed ICR rates as calculated at cost and burdened with indirect costs and profit. This amount reflects one damage of the inadequate and inaccurate DLA data. Other unquantified and unclaimed damages associated with the inaccurate DLA data exist.

[8] DLA subsequently has marked these orders as closed.

buyback plan, which constitutes a separate mechanism, without indication that DLA will properly compensate Noble for open orders DLA has cancelled (i.e., terminate without cause).

Some examples help illustrate the problem. The DLA-imposed terms for cancelling orders for Alt items contravene FAR 52.212-4 and in turn breach the Contract. Relative to Alt orders, DLA stated that starting July 1, 2026, DLA would monitor Alt orders and unilaterally cancel them if:

> 1) Noble has not placed an order with a supplier within 90 Days Of Receipt of Order (DARO) OR
> 2) Alt orders are over 90 days past the Cont[r]act Delivery Date (CDD)

(May 4, 2026 Letter from DLA at 4.) On July 13, 2026, DLA proceeded with beginning to cancel open Alt orders pursuant to these terms (thousands of orders). (*See e.g.*, June 30, 2026 – July 13, 2026 Email Correspondence, Ex. 51.) Here, DLA's unilateral cancellation process—without compensating Noble in accordance with the termination for convenience terms—contravenes the Contract's cancellation terms. The Contract does not require Noble to deliver Alt items within 90 days of a DLA order or even to place an order with a supplier within 90 days of receipt of an order from DLA. Instead, the Contract only requires Noble to in most cases deliver Alt basket items based on the greater of the historical PLT of record plus 60 days, or the average. (SOW at 4-5, Ex. 2.)

DLA has issued hundreds of orders for items in the Alt basket with delivery dates after the contract end—June 30, 2026. (*See e.g.*, Delivery Orders Issued with Return Delivery Dates after July 1, 2026 Excel, Ex. 52.) Particularly illustrative is that DLA issued seven orders (Nos. SPE4A526FB8K9; SPE4A526FB8K6; SPE4A526FB8K8; SPE4A526FB8K7; SPE4A526FB8L0; SPE4A526FB8L2; and SPE4A526FB8L1) on the last day of the Contract, June 30, 2026, with delivery dates in early July 2026. (*See id.*) DLA stated it would monitor these orders for cancellation starting July 1, 2026, one day after DLA placed these orders. From a practical perspective, such orders set Noble up for cancellation under DLA's imposed terms. From a breach perspective, by implementing a cancellation policy that requires Noble to place an order within a particular timeframe or face order cancellation without adequate compensation, DLA is improperly holding Noble to an unstated termination process that contravenes the Contract terms. Indeed, DLA began cancelling thousands of open orders starting July 13, 2026. Despite subsequent exchanges among the parties, DLA at no point indicated that it intends to compensate Noble in accordance with the Contract's termination for convenience terms and in fact provided no compensation. (June 30, 2026 – July 13, 2026 Email Correspondence, Ex. 51; July 14 Email Correspondence, Ex. 53.)

The DLA-imposed terms for cancelling RMA-based orders also breach FAR 52.212-4 and the Contract. (May 4, 2026 Letter from DLA at 4.) Specifically, DLA stated:

> ***Return Material Authorizations (RMAs)***
> Starting August 1, 2026, DLA will unilaterally cancel orders that were returned to Noble via RMA to correct a discrepancy IF Noble has not corrected the discrepancies and provided conforming material to DLA by July 31, 2026.

(May 22, 2026 – June 15, 2026 Email Correspondence, Ex. 47.) As with the other open orders, DLA's unilateral cancellation process for RMA-based orders violates the Contract's cancellation terms, and fails to compensate Noble in accordance with the termination for convenience terms where appropriate.

Further, the Contract sets out a specific process for the parties to follow when DLA identifies a quality concern or product deficiency, which culminates (where appropriate) in a bilateral modification between the parties. (SOW at 28, Ex. 2 (*see supra* SOW Section 10.3.7, describing DLA's identification of a quality issue and Noble's obligation to provide DLA with an RMA or an actionable response within 10 business days and, additionally, provide DLA with a completed investigation report within 30 business days).) Here, DLA deviates from the required process by stating it will cancel all orders associated with an RMA if Noble has not corrected the discrepancies and provided conforming material to DLA by July 31, 2026. For example, on March 18, 2026, DLA issued a Quality Notification, (*see e.g.*, SOW at 28, Ex. 2), to advise Noble of inadequate cushioning in connection with 175 units of metal inventory, worth approximately $500,000. (March 18, 2026 – March 30, 2026 Email Correspondence, Ex. 54; SPE4A526FABEX-P00001, Ex. 55.) DLA stated it sought to return the material back to Noble for Noble to ultimately reship with proper cushioning. (March 18, 2026 – March 30, 2026 Email Correspondence, Ex. 54.) However, Noble never received the 175 units back from DLA to correct the quality concern and reship the material. (*Id.*) By cancelling these open orders without additional compensation to Noble, DLA contravenes the Contract's cancellation terms and the Contract's terms related to the RMA process more broadly.

Even as to the cancellation of orders for which delivery is overdue, DLA's cancellations (which take no account of the basis for delay and do not constitute defaults in any event) require resolution under FAR 52.212-4(l) as DLA elected a cancellation process.

In short, DLA's cancellation of orders without compensating Noble pursuant to the Contract breaches the Contract's express terms. The adverse impacts of DLA's breach of the Contract's terms are particularly acute under the circumstances here given DLA's failure to comply with the Contract's other terms requiring a lengthy closeout period, as a result of which numerous orders remained open past the June 30, 2026 contract expiration, with many orders having delivery dates past July 1, 2026 in case of orders for Alt items, or past August 1, 2026 (in case of RMA-based orders or Core and Alt Neso orders). Under DLA's approach, Noble will in many cases receive no compensation for the significant costs it has incurred to prepare for fulfilling these orders. The Contract's order cancellation terms exist to prevent this outcome. Noble asserts that the Agency's violation of the cancellation terms has caused Noble to incur substantial amounts

sourcing inventory designated for the improperly cancelled orders, entitling Noble to $41,448,597 in damages. (Chess Quantum Assessment at Tab A.13, Ex. B.)[9]

4. DLA Violated the Contract's Closeout Process.

DLA failed to comply with the Contract's mandated closeout process under SOW Section 12. The Contract prescribes a detailed process for Contract closeout, which is "the period before the expiration of the contract on its own terms or execution of one of the termination clauses in the contract." (SOW at 31, Ex. 2.) DLA has not complied with each (and indeed any) portion of the closeout process in violation of the Contract. The Contract specifically requires that: (1) "contract closeout shall begin at least 24 months prior to the final expiration of the contract"; (2) "DLA shall notify the Contractor 12 months prior to the end of the base or option period of their intent to either continue to contract for performance-based services or pursue a different concept"; (3) "A Contract Closeout Team shall be established prior to commencement of contract close-out (i.e. no less than 24 months prior to contract end) to fully develop a mutually agreed upon contract closeout and exit plan"; and (4) "Specific requirements to support contract exit shall be identified no less than twelve (12) months prior to contract end." (*Id.* at 31.) DLA did not adhere to any of the foregoing requirements, thereby breaching the Contract.

Crucially, DLA failed to provide Noble with the required twenty-four month closeout period, even assuming for the sake of argument that DLA gave proper notice of its intent to end the contract through the December 2024 notice. DLA's lack of proper notice created a truncated, unreasonably short transition period preceding contract closeout that violates the Contract's requirements. This breach has left Noble with an insufficient amount of time to prepare for a successful transition, fulfill active orders, and work down its inventory, creating financial harm to Noble and compounding the adverse impacts of DLA's other breaches (which caused Noble to obtain an unnecessarily large inventory). In addition, the insufficient transition time precluded Noble from drawing down its work on the Contract in a cost-efficient manner, leading Noble to incur operating and severance costs it otherwise likely would not have under a proper closeout

[9] The damages claim reflects the amounts which Noble has paid or agreed to pay for inventory DLA ordered, but which DLA later cancelled without adherence to the Contract's order termination process as burdened with indirect costs and profit. Because FAR 52.212-4(l) describes a recovery process including price, the Chess Quantum Assessment provides the price for each item and provides a tailored computation, comparison, and deduction where necessary to show an adjusted (lower) recovery based on price. Noble, however, believes that the other breaches, the substantial work remaining to be done with such vendors, that Noble should be permitted to recover the higher cost, plus indirect cost and profit number reflected by the $41,448,597 figure. As noted, the lower price amount does not include the reasonable charges that have or will result for Noble from the terminations. Relative to percentage of completion, Noble asserts that it has performed the vast majority of the work for the cancelled items and endured the risk associated with procurement of these items. The amounts Noble has paid or agreed to pay as related to these items support this assertion. Noble, accordingly, has not decreased the amount for percentage of completion.

term. Further, DLA did not notify Noble twelve months prior to the end of the base or option period of DLA's intent to either continue to contract for performance-based services or pursue a different concept. (*Id*. at 30.) To the contrary, DLA negotiated a potential bridge contract with Noble up and until March 2026. As a result, neither party undertook actions to wind down the contract—that is, DLA continued to place orders, and Noble, correspondingly, continued to procure and stock supplies to meet DLA's expected demand past June 2026. With DLA's abrupt decision to end negotiations for a bridge extension and in turn end the contract on June 30, 2026, Noble received only three months' notice of Contract closeout—far less than the twelve months that the Contract requires. DLA also never established a contract closeout team (in violation of the required twenty-four month period), nor did DLA ever identify specific exit requirements (in violation of the required twelve month period). DLA has violated the Contract in each of these four ways. As a result, Noble asserts that it incurred recoverable damages in the amount of $12,646,956 related to excess inventory held or on order by Noble due to DLA's inadequate closeout process (based on sales prices of these items). In addition, Noble assesses that it incurred increased operating costs of $6,236,100 (including burden and profit) that Noble would not have had to incur under the contractually promised closeout term. In sum, Noble claims damages of $18,883,055. (Chess Quantum Assessment at Tab A.3, Ex. B.)[10]

a. DLA Failed To Provide Noble With the Required Advance Twenty-Four Month Notice of Contract Shutdown.

The Contract requires that "contract closeout shall begin at least 24 months prior to the final expiration of the contract." (SOW at 31, Ex. 2.) As such, the Contract contemplates at least a twenty-four month period to transition off the Contract and fulfill final orders. (*See id.*) DLA has set the Contract to end on June 30, 2026. DLA, however, provided Noble with insufficient notice as to closeout. Despite the Contract's mandated twenty-four month transition period, DLA only officially triggered "close out" on March 27, 2026, when DLA formally directed that the parties would not execute a bridge contract. (Mar. 27, 2026 Letter from DLA, Ex. 31 ("Because Noble Supply and Logistics (Noble) and DLA failed to successfully negotiate the terms of bridge contract, the contract will expire at the end of the base period on June 30, 2026. In accordance

[10] Noble asserts that each of the breaches identified in this section III.A.4 independently and collectively entitle Noble to the damages set forth in the Chess Quantum Assessment at Tab A.3. Although Noble has set forth the damages in each subsection, Noble requests recovery of the amount one time. Although certain of the breaches arguably had less of a direct impact on Noble than others, DLA compliance with any of the provisions could have resulted in the parties reframing the closeout process as Noble asserts the Contract required. Thus, for instance, the establishment of a closeout team and exit requirements could have led to discussion and resolution of the closeout issues set forth herein, including through good faith negotiations an agreement to add substantial time to the closeout process or otherwise address the stranded inventory. For ease of reading, this letter uses rounded numbers in certain places. Noble refers DLA to the attached Chess Quantum Assessment for the full numbers and more detailed calculations.

with Section 12 of the SOW Noble is to provide information to support DLA's purchase of residual and committed inventory.").) Further, DLA only issued the first buyback approximately sixty days prior to contract end via P000132 on May 5, 2026, despite the Contract's end date of June 30, 2026. (P00132, Ex. 44.) The lack of proper advance notice breaches the Contract. The shortened transition period of approximately three months has left Noble little time to adequately transition off the Contract, fulfill open orders, and reduce inventory to Noble's significant financial harm.

Noble raised its concern with DLA's lack of proper advance notice and truncated closeout timeline during April 2026 discussions with DLA, stating that the Contract requires a transition of twenty-four months, and that Noble had to date acted in good faith on DLA's repeated indication that DLA would extend the base Contract. (Apr. 20, 2026 Noble Transition Presentation at 5, Ex. 34.) Noble thus reasonably requested (among other things) a buyback that includes a total of thirty-three months of demand, which involves a two year notice of transition plus the nine month minimum period, in addition to a request that DLA purchase Noble's Alt Neso inventory. (*Id.*) Noble also proposed that all current orders remain open for a minimum of twelve months, for both the Core and Alternative buckets, in order to ensure fulfillment. (*Id.*)

In its May 5, 2026 response, DLA took the position that it complied with the twenty-four month requirement because DLA notified Noble on December 4, 2024 of DLA's intention not to exercise the option. (May 4, 2026 Letter from DLA at 4.) That is, DLA stakes its position that it provided the required alleged twenty-four month notice on its December 6, 2024 letter to Noble purportedly deciding not to exercise the option. (*Id.* at 2-3.) DLA, however, shortly thereafter began actively discussing execution of a bridge modification extending the base period, with the discussions continuing until March 2026. DLA thus did not give Noble twenty-four months' notice of the Contract's end. Specifically, the parties actively negotiated a year-long bridge modification for a period of about five months from October 2025 through March 2026. On October 22, 2025, DLA submitted a proposed bridge modification to Noble, which would have extended the contract from June 30, 2026 until June 30, 2027. (*See* Oct. 22, 2025 DLA Email, Ex. 28; DLA Proposed Bridge Mod. Narrative, Ex. 29.) The parties continued discussions related to the bridge modification into early February 2026. (*See e.g.*, Feb. 3, 2026 Noble Base Contract Extension Presentation, Ex. 24.) During this time, as noted, DLA continued to place orders from Noble, many with requested delivery dates in the latter half of 2026 and into 2027. It was not until late March 2026 that DLA formally directed by letter that DLA did not intend to extend the Contract and the Contract would officially end on June 30, 2026. (Mar. 27, 2026 Letter from DLA, Ex. 31 ("Because Noble Supply and Logistics (Noble) and DLA failed to successfully negotiate the terms of the bridge contract, the contract will expire at the end of the base period on June 30, 2026. In accordance with Section 12 of the SOW Noble is to provide information to support DLA's purchase of residual and committed inventory.").) As a result, between December 2024 and March 2026, DLA did not undertake *any* of the required closeout actions or otherwise direct Noble to begin transitioning off the Contract, further subverting the purpose of the twenty-four month notice requirement. Further reinforcing this point, DLA sent Noble a letter in May 2026 that for the first

time "lay[s] out the government's position on *closing out* this contract." (May 4, 2026 Letter from DLA at 1(emphasis added).) To claim adequate notification of "close out" in December 2024 contradicts the parties' subsequent communications and actions in 2025 and early 2026.

DLA also responded to Noble's request that orders remain open for a minimum of twelve months by stating that the closeout period will end on December 6, 2026. (*Id.* at 3.) However, DLA's schedule for closing out the contract shows it does not intend to leave any open orders past August 2026:

> ***Core and Alt Neso:***
> Starting August 1, 2026, DLA will unilaterally cancel any orders not received by July 31, 2026
>
> ***Alt:***
> Starting July 1, 2026, DLA will monitor Alt orders and unilaterally cancel them IF
> 1) Noble has not placed an order with a supplier within 90 Days Of Receipt of Order (DARO) OR
> 2) Alt orders are over 90 days past the Cont[r]act Delivery Date (CDD)
>
> ***Return Material Authorizations (RMAs)***
> Starting August 1, 2026, DLA will unilaterally cancel orders that were returned to Noble via RMA to correct a discrepancy IF Noble has not corrected the discrepancies and provided conforming material to DLA by July 31, 2026

(*Id.* at 4; *see also* June 30, 2026 – July 13, 2026 Email Correspondence, Ex. 51.) While DLA provided Noble with some relief on June 15, 2026 by allowing Noble up to ninety days past the CDD to deliver certain buyback orders, this only relieves a fraction of the harm associated with DLA's violation of the overall ordering process, let alone the buyback process. (May 22, 2026 – June 15, 2026 Email Correspondence, Ex. 47.)

Even if DLA provided adequate notice on December 6, 2024 as it alleges (and its subsequent actions belie such inference), DLA nonetheless violated the Contract given the Contract ended on June 30, 2026—six months short of the twenty-four month notice requirement. This breach has left Noble with an unreasonably short amount of time to prepare for a successful transition, fulfill orders, and work down its inventory.

DLA's actions in breach of the closeout terms have substantially damaged Noble by (1) leaving Noble with $9,922,898 in items stranded at Noble's facility that Noble (despite efforts) has not sold; and (3) causing Noble to incur $2,724,058 in purchase orders to vendors for items not yet received at Noble's facilities but which Noble (again, despite effort) cannot now cancel. In total, Noble has suffered inventory-related damages that total $12,646,956. (Chess Quantum Assessment Tab A.3, Ex. B.) Noble also asserts that it incurred increased operating costs of

$6,236,100 (including burden and profit) that Noble would not have had to incur under the contractually promised closeout term. In sum, Noble seeks damages of $18,883,055. (Chess Quantum Assessment at Tab A.3, Ex. B.)

b. DLA Did Not Notify Noble Twelve Months Prior to the End of the Base or Option Period of Its Intent to Continue Contract Performance-Based Services (or Pursue An Alternative Route).

The Contract requires that "DLA shall notify the Contractor 12 months prior to the end of the base or option period of their intent to either continue to contract for performance-based services or pursue a different concept." (SOW at 31, Ex. 2.)

As discussed *supra*, on December 6, 2024, DLA notified Noble that DLA did not intend to exercise the option years for the Contract. (Dec. 6, 2024 Letter from DLA, Ex. 3.) However, the parties actively negotiated a year-long bridge contract for a period of about five months from October 2025 through March 2026. Specifically, on October 22, 2025, DLA submitted a proposed bridge extension that would have extended the contract from June 30, 2026 until June 30, 2027, and the parties continued discussions related to the bridge modification into early February 2026. (*See* Oct. 22, 2025 DLA Email, Ex. 28; DLA Proposed Bridge Contract Mod. Narrative, Ex. 29; *see* Feb. 3, 2026 Noble Base Contract Extension Presentation, Ex. 24.) Further, DLA only formally directed by letter in late March 2026 that it did not intend to extend the Contract and the Contract would officially end on June 30, 2026. (Mar. 27, 2026 Letter from DLA, Ex. 31. ("Because Noble Supply and Logistics (Noble) and DLA failed to successfully negotiate the terms of the bridge contract, the contract will expire at the end of the base period on June 30, 2026. In accordance with Section 12 of the SOW Noble is to provide information to support DLA's purchase of residual and committed inventory.").)

As the foregoing facts show, DLA failed to notify Noble "12 months prior to the end of the base or option period of [its] intent to either continue to contract for performance-based services or pursue a different concept." (SOW at 31, Ex. 2.) Twelve months prior to the end of the base period was June 30, 2025. Although DLA initially informed Noble of its intent not to exercise the option period in December 2024, DLA did not indicate it would end the contract twelve months later—that is by December 2025. On the contrary, the parties actively negotiated a year-long bridge modification for a period of about five months from October 2025 through March 2026, during which time the parties operated under the expectation that Noble would continue to perform well past the Contract's expiration in June 2026 until mid-2027 at the earliest. In line with this expectation, DLA issued orders for the Alt basket with Return Delivery Dates into the bridge contract period. For example, on November 4, 2025, DLA placed Order No. SPE4A526FA9N9 with Noble for inventory with a delivery date of September 23, 2027. (*See e.g.*, Delivery Orders Issued with Return Delivery Dates after July 1, 2026 Excel, Ex. 52.) Similarly, DLA placed Order No. SPE4A526FA9CL for inventory on December 4, 2025 with Noble with a delivery date of March 2, 2027. (*Id.*) Further, on February 19, 2026, DLA placed Order No. SPE4A526FAYP6

for inventory with Noble with a delivery date of June 1, 2027. (*Id.*) Given the ongoing bridge contract negotiations, DLA never notified Noble "12 months prior to the end of the base or option period of [its] intent to either continue to contract for performance-based services or pursue a different concept." (SOW at 31, Ex. 2.) Noble thus had little time, far less than contractually required, to prepare for closeout of the Contract. As set forth above, Noble asserts that DLA's breach of the Contract closeout provisions caused Noble to incur damages that total $12,646,956. (Chess Quantum Assessment Tab A.3, Ex. B.) Noble also seeks increased operating costs of $6,236,100 (including burden and profit) that Noble would not have had to incur under the contractually promised closeout term. In sum, Noble claims damages of $18,883,055. (Chess Quantum Assessment at Tab A.3, Ex. B.)

c. DLA Did Not Establish a Contract Closeout Team, Nor Identify Contract Exit Requirements.

The Contract requires that DLA establish "[a] Contract Closeout Team . . . prior to commencement of contract close-out (i.e. no less than 24 months prior to contract end) to fully develop a mutually agreed upon contract closeout and exit plan," and identify "[s]pecific requirements to support contract exit . . . no less than twelve (12) months prior to contract end." (SOW at 31, Ex. 2.)

DLA never took steps to establish a "Contract Closeout Team" to develop "a mutually agreed upon contract closeout and exit plan"—let alone twenty-four months prior to contract end. DLA merely took unilateral steps to close down the Contract, as evidenced by its May 2026 letter "to lay out the government's position on *closing out* this contract." (May 4, 2026 Letter from DLA at 1 (emphasis added).) This letter set DLA's unilateral view on the closeout period and process, specifically stating it would cancel orders past certain dates if not fulfilled. (*See id.* at 3-4.) At no point throughout the "closeout process" did DLA create a Contract Closeout Team, or work collaboratively with Noble to "create a contract closeout and exit plan." Further, DLA did not do any of this twenty-four months prior to contract end, as required by the SOW. (SOW at 31, Ex. 2.) As such, DLA has breached the Contract by failing to engage Noble in a "mutually agreed . . . contract closeout and exit plan" and failing to create a "Contract Closeout Team." (*Id.*)

Further, DLA never identified specific requirements to support contract exit—let alone twelve months prior to contract end. DLA's only action involved unilaterally directing Noble regarding final orders a mere three months prior to contract end, in May 2026. (*See e.g.*, May 4, 2026 Letter from DLA, Ex.40.) DLA has not identified any actions that would support contract exit, such as steps to wind down the Contract in a timely manner, and has forced an unclear, truncated closeout process on Noble. As set forth above, DLA's breach of the Contract closeout provisions caused Noble to incur damages that total $12,646,956. (*See* Chess Quantum Assessment Tab A.3, Ex. B.) Noble asserts that it incurred increased operating costs of $6,236,100 (including burden and profit) that Noble would not have had to incur under the contractually

promised closeout term. In sum, Noble claims damages of $18,883,055. (Chess Quantum Assessment at Tab A.3, Ex. B.)

5. DLA Has Breached the Contract's Buyback Provision to Noble's Significant Financial Harm.

Section 9 of the SOW specifies the buyback process. (SOW at 20-21, Ex. 2.) DLA breached this process by issuing a unilateral modification to formalize buyback quantities, rather than negotiating a bilateral modification. DLA also refuses to consider purchasing more inventory from Noble, despite the circumstances warranting such a purchase. Each of these actions by DLA have caused significant financial harm to Noble, such that DLA owes Noble a substantial contractual adjustment. Noble asserts that the amount of the adjustment involves a subset of the amounts covered by the Chess Quantum Assessment inadequate closeout and improper cancellation amounts. (Chess Quantum Assessment Tabs A.3- and A.13, Ex. B.)

a. DLA Breached the Contract by Issuing a Unilateral Modification to Formalize Buyback Quantities Under P000132.

Per the language of the SOW, Section 9 of the Contract requires agreement by bilateral modification for the buyback portion of the Contract: "The Government will issue a bilateral modification to formalize agreement of buyback quantities and then conduct internal and/or external coordination to develop its disposition for each buyback item." (SOW at 21, Ex. 2.) Further, this commercial item Contract incorporates FAR 52.212-4(c), which mandates that "Changes in the terms and conditions of this contract may be made only by written agreement of the parties." *See* FAR 52.212-4(c). (Solicitation at 7, Ex. 1 (incorporating FAR 52.212-4 by reference).) Here, DLA has failed to meet both of the foregoing requirements by executing a unilateral modification for the buyback process in the form of P00132, moving forward unilaterally and thereby breaching the contract.

Where, as here, a Contract requires a bilateral agreement before a party may act, any unilateral change arguably results in a separate breach of contract. *Konecranes Nuclear Equip. and Servs., LLC*, ASBCA No. 62797, 24-1 BCA ¶ 28586 (sustaining contractor's appeals). In such a circumstance, the agency necessarily must "negotiate with [the contractor] to change the terms of the Contract." *Id.* To be certain, both the government and contractor must negotiate in good faith, but a contractor by "refusing to take a bad deal" does not justify the agency evading its contractual commitment. *Id.*

Here, DLA violated the Contract by issuing a unilateral modification for the buyback process despite that the Contract requires a bilateral modification: "The Government will issue a bilateral modification to formalize agreement of buyback quantities and then conduct internal and/or external coordination to develop its disposition for each buyback item." (SOW at 21, Ex. 2.) The Contracting Officer signed P000132 on May 5, 2026, which cites to FAR 43.103(b)

(describing unilateral changes), and notes that the contractor needed to sign and return the modification. (P00132, Ex. 44.) P00132 "formalize[d] [the] end of contract buyback in accordance with Section 12.0 of Statement of Work (SOW)." (*Id.*) Despite Noble's efforts to work collaboratively on a buyback agreement, DLA expressed its intent to move forward unilaterally on April 14, 2026. Later, on May 2026, DLA expressed its intention to unilaterally execute the buyback. (May 4, 2026 Letter from DLA at 2 ("Under the SOW, the quantity of inventory for the buyback is unilaterally determined by the Government. Therefore, in the absence of a bilateral agreement otherwise, the Government intends to issue a unilateral modification to the contract for final contract buyback amounts.").) When the parties did not reach an agreement on the buyback quantities, DLA proceeded with P00132 as a unilateral modification.

This unilateral action by DLA violates the Contract's express mandate for a bilateral modification. (SOW at 21, Ex. 2 ("Final buyback quantities will be mutually agreed upon between the Government and the Contractor").) Although the Contract states that "[t]he Government retains the unilateral right to compute the actual demand figure for the buyback process," the Contract also states that the parties must execute the modification pursuant to a bilateral agreement. (*Id*. ("The Government will issue a bilateral modification to formalize agreement of buyback quantities and then conduct internal and/or external coordination to develop its disposition for each buyback item.").) Further, the Contract, through FAR 52.212-4(c), mandates that "Changes in the terms and conditions of this contract may be made only by written agreement of the parties." FAR 52.212-4(c). DLA, accordingly, needed to negotiate with Noble regarding the actual buyback volume and ordering and DLA's failure to do so breached the Contract. (*See id.*)

Had DLA complied with its plain contractual obligation, the parties would have negotiated a mutually beneficial buyback agreement. Instead, DLA has stranded Noble with in items at Noble's facility or on contract. As indicated above, Noble asserts that the amount of the adjustment involves a subset of the amounts covered by the Chess Quantum Assessment inadequate closeout and improper cancellation amounts.

b. DLA Refuses to Consider Purchasing More Inventory, Despite the Circumstances Warranting More.

The contract permits buybacks for more than nine months of demand: "The Government may purchase a higher quantity than what is contractually required depending on the circumstances for the individual item. Final buyback quantities will be mutually agreed upon between the Government and the Contractor." (SOW at 21, Ex. 2 (emphasis added).)

For a multitude of reasons, DLA should have executed additional buyback orders here. As described *supra*, Noble invested massive sums in the Contract as a result of the Contract's nature and duration. Noble has invested many millions in inventory, warehouse costs, and automation costs. Noble built a FSG-53 Business Model contemplating pricing items plus transition and management fee based on Government-supplied demand data and the need to

support aggressive performance objectives with significant inventory purchases (including very long-lead time items). (*See e.g.*, Apr. 20, 2026 Noble Transition Presentation, Ex. 34.) Based on this comprehensive plan Noble committed over $150 million into supporting infrastructure and an additional $567 million into past and on-going inventory purchased to maximize Government cost savings. (*Id*.) This reflected the largest and most significant investment in Noble's history. (SOW at 21, Ex. 2.)

Noble, a small business, has invested massive amounts of resources to support DLA's mission. The Contract requires the parties to reach a mutual agreement on the final buyback quantities. DLA's refusal to meaningfully negotiate the purchase of items Noble bought based on DLA estimates to support DLA (particularly given DLA's continuing need) violates the Contract to Noble's significant damage. Indeed, DLA has stranded Noble with inventory and purchase orders Noble cannot cancel. DLA should have included these items in the buyback process. Noble asserts that DLA's failure to do so entitles Noble to claim these amounts as damages. As indicated above, Noble asserts that the amount of the adjustment involves a subset of the amounts covered by the Chess Quantum Assessment inadequate closeout and improper cancellation amounts.

B. DLA Breached The Covenant Of Good Faith And Fair Dealing, Taking Advantage Of Noble's Good Faith Investments In, And Actions Under, The Contract To Noble's Financial Detriment.

Throughout Noble's good faith performance under this Contract, DLA has failed to act in accordance with the covenant of good faith and fair dealing, frustrating the nature of the bargain between the parties. Such actions have left Noble with a surplus of inventory for which DLA has not compensated Noble.

Implied in every contract is a duty of good faith and fair dealing that requires a party to refrain from interfering with another party's performance or from acting to destroy another party's reasonable expectations regarding the fruits of the contract. *Bell/Heery v. United States*, 739 F.3d 1324, 1334-35 (Fed. Cir. 2014) (citing *Centex Corp. v. United States*, 395 F.3d 1283, 1304 (Fed. Cir. 2005); *see also Dobyns v. United States*, 915 F.3d 733, 739 (Fed. Cir. 2019) (citing *Metcalf Const. Co., Inc. v. United States*, 742 F.3d 984, 990 (Fed. Cir. 2014) ("Every contract, including one with the federal government, imposes upon each party an implied duty of good faith and fair dealing in its performance and enforcement.").) The Federal Circuit has recognized such an implied duty is necessary because "[i]t is rarely possible to anticipate in contract language every possible action or omission by a party that undermines the bargain . . ." *Metcalf*, 742 F.3d at 991. A party's failure to fulfill this implied duty constitutes a breach. *See id*. at 990; *see also Dobyns v. United States*, 915 F.3d at 739 ("A party breaches the contract when it fails to abide by this implied duty [of good faith and fair dealing], which includes the duty not to interfere with the other party's performance and not to act so as to destroy the reasonable expectations of the other party regarding the fruits of the contract.").

1. Each of DLA's Breach of Contract Actions Are Also Instances of Breaches of the Implied Duty of Good Faith and Fair Dealing.

DLA has breached its duty of good faith and fair dealing in each of the instances in which it expressly breached the Contract by frustrating Noble's reasonable expectations regarding the fruits of the Contract. *Dobyns v. United States*, 915 F.3d at 739. Specifically, DLA breached its duty of good faith and fair dealing by buying around the Contract; by providing Noble with faulty data during Contract performance and unreliable ordering data that the Contract did not contemplate; by indiscriminately cancelling open orders without compensating Noble; and by breaching the Contract's buyback provision to Noble's significant financial harm. In each of these instances, DLA directly interfered with Noble's performance and reasonable expectations under the Contract. *Bell/Heery*, 739 F.3d at 1334-35.

Under the SOW's plain language, Noble had reasonable expectations that DLA would issue Noble orders for FSG 53 inventory and Noble, using accurate data provided by DLA, would comply with performance metrics to meet ordering requirements in a timely manner. (SOW at 13 ("The Contractor shall support, and be responsible to fulfill, all demand from DLA worldwide customers . . .").) DLA, however, frustrated this basic expectation underlying the parties' bargain by procuring FSG 53 items from other vendors contrary to data provided to Noble, leading Noble to incur significant expense on sourcing and storing items that DLA ultimately did not procure from Noble. Further, by providing Noble with misleading data and ordering parameters and by improperly directing the use of certain ordering data that did not comport with contractual requirements (such as ICR data), DLA disrupted Noble's ability to accurately and adequately perform the Contract. Such flawed data contributed to Noble's disincentive penalties and impacted Noble's overall performance metrics under the Contract. Equally significant, the flawed DLA data also led Noble to over-accumulate inventory in some instances, leaving Noble with excess inventory at Contract end that DLA refuses to order. DLA also breached its duty of good faith and fair dealing by undermining the orderly closeout process on which the parties agreed and which the Contract requires. DLA also has undermined Noble's reasonable expectations by indiscriminately cancelling open orders even where Noble had already placed orders for the item from its vendors. As a result, Noble could not wind down its inventory and adequately fulfill final orders. Similarly, as part of the Contract end, DLA breached the bargained-for expectation for bilateral action by unilaterally moving forward with the buyback process.

DLA through its actions has repeatedly frustrated performance and breached the implied obligations underlying the Contract's express requirements (which DLA separately violated, as discussed above). DLA interfered with Noble's reasonable expectations under the Contract as a result. DLA owes Noble damages from DLA's breach of the implied duty of good faith and fair dealing. *Bell/Heery*, 739 F.3d at 1334-35. Noble's claimed damages for DLA's breaches of its

implied contractual obligations track the damages set forth above in connection with the breaches and total $79,252,079.00. (Chess Quantum Assessment Tab A, Ex. B.)[11]

C. DLA Has Misapplied Extensive Contractual Disincentives To Noble.

Noble first challenged the application of DLA's proposed disincentives in April 2026. (Apr. 20, 2026 Noble Transition Presentation, Ex. 34.) Noble took issue with the fact that the Contract did not allow DLA to apply a disincentive payment, per P00063, until the final period/performance year. As such, Noble understood that DLA would apply this final disincentive toward the end of a ten year period of performance. This modification altered the SOW to specifically state:

> If the combined incentive/disincentive value in the next performance period results in a payment owed to the Government, the balance will be carried forward and combined with the subsequent performance period incentive/disincentive value. *If, in the final performance period/contract year, the Contractor owes the Government, the Government will submit a Request for Reimbursement Letter to the Contractor which details the amount due to the Government and the address where the payment is to be sent, the required due date, and any other pertinent information required for payment*.

(SOW at 18, Ex. 2 (emphasis added).) Further, "[f]or each performance year, amount [sic] owed by one party to the other will be the net amount owed after combining the Cost Containment share with all incentives and disincentives and will be reflected in a bilateral modification." (*Id.*)

During Contract performance, the parties totaled yearly incentives/disincentives via P00068 on September 27, 2024 and P00112 on September 24, 2025. (*See e.g.*, P00068, Ex. 42; *see* P00112 at 2, Ex. 43.) P00068 reflects a total owed to the government by Noble of $8,303,730.26, which factored in the metrics of combined CDA, a delinquency disincentive, cost containment, and small business commitment:

[11] As indicated elsewhere, Noble seeks to recover the damages incurred one time and does not by advancing alternate theories seek to recover its damages more than one time.

Arnold&Porter

5. Incentive/Disincentive Summary

Incentive/Disincentive Title	Incentive/Disincentive Value (dollars)
Combined CDA	$ (772,157.31)
Delinquency Disincentive	$ (208,014.42)
Cost Containment	$ (9,925,138.45)
Small Business Commitment	$ 2,601,579.92
Total (owed to Government)	$ (8,303,730.26)

* Total (owed to Government): This amount will be carried forward to the next performance period and combined with the subsequent performance period incentive/disincentive value. If, in the final performance period/contract year, the Contractor owes the Government, the Government will submit a Request for Reimbursement Letter to the Contractor which details the amount due to the Government and the address where the payment is to be sent, the required due date, and any other pertinent information required for payment.

(*See e.g.*, P00068, Ex. 42.) P00112 reflects a cumulative $7.9M disincentive at the end of year two, again factoring in the metrics of combined CDA, a delinquency disincentive, cost containment, and small business commitment in addition to combining the prior year's total of $8.3M:

Base Year-2 Incentive/Disincentive Summary:

Incentive/Disincentive Title	Incentive / Disincentive Value (dollars)
Combined Customer Direct Availability	($577,135.14)
Delinquency Disincentive	($4,362.99)
Cost Containment	$0.00
Small Business Commitment	$978,195.15
Total (owed to Contractor)	$396,697.02

. . .

Total Cumulative Contract Incentive/Disincentive:

1. Total Cumulative Contract Disincentive:

Performance Period	Total Incentive/Disincentive Value
Base Year 1	($8,303,730.26)
Base Year 2	$396,697.02
Total Cumulative Contract Disincentive	**($7,907,033.24)**

NOBLE PROPRIETARY AND CONFIDENTIAL INFORMATION
EXEMPT FROM RELEASE UNDER THE FREEDOM OF INFORMATION ACT

(*See* P00112 at 2, Ex. 43 (reflecting a total disincentive of $7,907,033.)) Notably, P00068 states: "[t]otal (owed to Government) . . . will be carried forward to the next performance period and combined with the subsequent performance period incentive/disincentive value. If, in the final performance period/contract year, the Contractor owes the Government, the Government will submit a Request for Reimbursement Letter to the Contractor which details the amount due to the Government and the address where the payment is to be sent, the required due date, and any other pertinent information required for payment." (*See e.g.*, P00068, Ex. 42.) The Cost Containment share reflects that Noble saved DLA several million dollars on the Alt basket. (*See id.*; *see* P00112 at 2, Ex. 43.)

Here, DLA ended the contract before Noble had the benefit of the remaining performance periods and DLA sought payment well in advance of the Contract's final period/contract year. Per the Contract's term's, DLA could not charge this payment to Noble until the end of the Contract (if at all). (*See e.g.*, P00068, Ex. 42.) Noble learned of DLA's decision not to exercise the option years two months *after* DLA notified Noble of this $7,907,033 disincentive. This decision is particularly harmful in light of Noble's contributed Cost Containment share, which reflects that Noble saved DLA several million dollars on the Alt basket. (*See e.g.*, P00068, Ex. 42; *see* P00112 at 2, Ex. 43.) DLA even admitted that Noble "consistently secur[ed] fair and reasonable prices for Alt items" to DLA's benefit, provided through the Cost Containment agreement. (Dec. 6, 2024 Letter from DLA, Ex. 3.) Had DLA adhered to the modified incentive/disincentive process, the total cumulative disincentive amount would have been $6,847,365 lower—that is, the total disincentive amount would have totaled $1,059,668.

DLA violated the parties' modified incentive/disincentive process. Accordingly, the cumulative disincentive for the Contract should not exceed $1,059,668. (Chess Quantum Assessment at Tab A.15, Ex. B.)

D. Noble Incurred Substantial, Recoverable Financing Costs As A Direct Result Of DLA's Improper Actions.

DLA's breaches and improper actions set forth above put a material financial strain on Noble's business and hampered Noble's ability to make payments to its FSG 53 vendors. Noble, consequently, had to leverage short-term working capital devices (at substantial costs to Noble) in order to make payments to its vendors and suppliers on the FSG 53 Contract. Noble also incurred fees in connections with the rights and interests of creditors and security holders. Noble, as a result, incurred $13,761,268 in administrative costs (as burdened with profit) that Noble would not have incurred but for DLA's actions vis-à-vis the FSG 53 Contract.

As set forth above, DLA has breached the FSG 53 Contract in numerous respects, including by buying around the contract; providing inaccurate and misleading data; failing to adhere to the contractual closeout terms; and improperly cancelling open orders. Among other adverse impacts, these improper DLA practices caused Noble to source items from its vendors in substantially

greater amounts than needed. In the absence of DLA item purchases and payment (whether in part or in full) for overstocked Contract items, Noble had to undertake extreme, expensive short-term borrowings against working capital in order to pay its Contract vendors. Such borrowings carried substantial administrative costs and fees. In addition, Noble incurred fees for alterations to the rights and interests of creditors and security holders as necessary to obtain such short term borrowings and remain solvent as Noble became unable to meet contractual debt covenants as the overstocking issue caused by DLA's breach became more acute. In total, Noble incurred $13,761,268 in administrative costs (as burdened with profit) on the amounts that DLA's breaches have forced Noble to borrow in the short-term in order to continue making payments to suppliers.

The FAR declares the costs of short-term borrowing allowable. FAR 31.205-27(a) (allowing "administrative costs of short-term borrowings for working capital, resulting in alterations in the rights and interests of security holders, whether or not additional capital is raised"); *see also SRI Int'l*, ASBCA No. 56353, 11-1 BCA ¶ 34694 (deeming allowable the bank fees contractor paid to borrow working capital for purposes of collateralizing or guaranteeing the contractor's ability to pay off full amount of bond debt in the short-term). Procurement law, accordingly, entitles Noble to recover the administrative costs associated with the short term borrowings for capital that Noble needed to pay its suppliers for FSG 53 items as a result of the issues outlined in this claim. The enclosed financing costs assessment by Chess details Noble's damages calculations. (Chess Quantum Assessment, Ex. B.) As those calculations explain, Noble seeks recovery of $13,761,268 in administrative costs (and profit) associated with short term borrowings for working capital and alterations to the rights of creditors and security holders.

E. Noble Has Adequately Demonstrated The Amount Due To It.

In each instance above, Noble has provided DLA with adequate quantum information to grant Noble the amounts claimed.

An equitable adjustment or damages award should place a contractor in the financial position the contractor would have held had the agency, by its actions or omissions, not changed or impacted the terms of the original contract. *See General Ry. Signal Co. v. Washington Metropolitan Area Transit Authority*, 875 F.2d 320, 325 (D.C. Cir. 1989) (first citing *Modern Foods, Inc.*, ASBCA 2090, 57–1 B.C.A. (CCH) ¶ 1229 (1975)); then citing *Bruce Co. v. United States*, 324 F.2d 516, 518-19, 163 Ct. C1. 97 (1963)). A distinction exists between the proof necessary to establish entitlement and the proof necessary to determine quantum. A contractor need not prove quantum with absolute certainty or mathematical exactitude. *See Wunderlich Contracting Co. v. United States*, 351 F.2d 956, 968 (Ct. Cl. 1965). It suffices for a contractor to furnish a reasonable basis for computation, even though the result is only approximate. *Id.*

The foregoing principles, applied here, entitled Noble to recover $79,252,079.00. The enclosed quantum assessment breaks down and details the cost impacts stemming from each of the DLA breaches of the Contract discussed herein. As those calculations explain, Noble is entitled

Arnold&Porter

to $79,252,079. (Chess Quantum Assessment Tab A.1, Ex. B.) In addition, Noble is entitled to a $6,847,365 reduction in the cumulative disincentive payment under the Contract. (Chess Quantum Assessment Tab A.15, Ex. B.)

IV. REQUEST FOR ALTERNATIVE DISPUTE RESOLUTION

Noble seeks to resolve this matter amicably and expeditiously. Accordingly, to the extent the Agency disagrees with or intends to deny the claim, Noble requests, pursuant to FAR 33.214 and RFO 33.205-8, that the Agency agree to participate in ADR before a mutually agreed-upon third-party neutral such that the parties can make a good-faith effort to avoid further escalation of the matter. In making this request, Noble does not waive any of its rights under the CDA, including the Contracting Officer's obligation to render a final decision within 60 days of the date of this claim or Noble's right to appeal any negative final decision if the parties have not resolved this claim by the statutory time for filing an appeal.

V. CONCLUSION

For the foregoing reasons, Noble submits this CDA certified claim seeking payment of the amounts more specifically set forth above, plus CDA interest, and asserts its right to the declaratory relief identified herein. In accordance with 41 U.S.C. § 7103(f)(2), Noble hereby requests a Contracting Officer's final decision on this claim.

If you have any questions or comments regarding this claim, please contact the undersigned counsel.

Respectfully submitted,

ARNOLD & PORTER KAYE SCHOLER LLP



Craig A. Holman
Roee Talmor
Maura B. Naehr
Counsel to Noble Supply & Logistics, LLC

EXHIBIT D

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE:	.	Chapter 11
	.	
	.	Case No. 26-11369(CTG)
NOBLE SUPPLY & LOGISTICS, LLCS, et al,	.	824 Market Street
	.	Wilmington, Delaware 19801
Debtors.	.	
. . . . .	.	Friday, September 18, 2026

TRANSCRIPT OF VIDEO STATUS CONFERENCE
BEFORE THE HONORABLE CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES VIA ZOOM: (On the Record)

For the Debtors:
G. David Dean, Esq.
COLE SCHOTZ, PC
500 Delaware Avenue, Suite 1410
Wilmington, Delaware 19801

For the United States:
Alastair M. Gesmundo, Esq.
Mary A. Schmergel, Esq.
CIVIL DIVISION, U.S. DEPARTMENT OF JUSTICE
P.O. Box 875
Ben Franklin Station
Washington, D.C. 20044

(Appearances Continued)

Audio Operator:
Electronically Recorded
by Teasha Marsh, ECRO

Transcription Company:
Reliable
1007 N. Orange Street
Wilmington, Delaware 19801
(302)654-8080
Email: gmatthews@reliable-co.com

Proceedings recorded by electronic sound recording, transcript produced by transcription service.

INDEX

	PAGE
ORAL MOTION BY THE UNITED STATES FOR STAY PENDING APPEAL	10
Court's Ruling	11

(Proceedings commence at 1:00 p.m.)

THE COURT: Good afternoon all. This is Judge Goldblatt. We are on the record in Noble Supply and In Re Noble Supply & Logistics, LLC, which is Case Number 26-11369.

Just to level-set for a minute, we had a hearing on September 16th, I guess Wednesday.

Following that hearing, I largely ruled on the matters and asked the parties to settle orders.

I received, under certification -- and there are -- they are docketed -- forms of order that were really very different from one another, and I understand that. That's all -- that all struck me as both reasoned ways to implement what I had done. But they're sufficiently different from one another that I thought, in the interest of bringing this matter to resolution, what I would do is sort of look at them, but draft my own order reflecting my effort to capture what I meant to say.

My courtroom deputy circulated that by email to the parties-interest parties in interest. I hope that everyone who has an interest, in fact, received it. If there's anyone who didn't, you should reach out to the debtors, who will send it to you.

Right, Mr. Dean?

MR. DEAN: Correct, Your Honor.

THE COURT: Okay. But the reason I -- and I

circulated it only about half an hour before getting on the bench, so I know folks haven't had a lot of time with it. But I thought it would be useful, as a starting point, to talk about what the order ought to look like.

I -- the reason I still think it makes sense to have this hearing, rather than just issue it, is I do appreciate that all of you know your case better than I do. And when it comes to the details of the wording of the order, I want to make sure that I'm not missing anything. The point isn't really to open to fundamental re-argument of the merits, I have decided what I've decided. But to the extent there are things I've gotten wrong, I want to make sure that you've all had a chance to tell me that before I mess things up for all of you.

So that's where I am happy, Mr. Dean, to pass the baton to you to start.

MR. DEAN: Good afternoon, Your Honor, and thank you. This is David Dean of Cole Schotz, for the record, on behalf of the debtors.

I think Your Honor's order is a very helpful place to go with this. And in reviewing it before the hearing, the debtors think it is entirely consistent with what happened at the hearing, and we are fully supportive of its entry, have no comments.

So I think it probably makes sense to hear from the

Government, and then I can respond to anything you'd like me -- for me to respond to there.

THE COURT: All right, very well.

So, Mr. Gesmundo, from the Government's perspective, I guess, you know -- and again, I'm your rights to challenge this on appeal or whatever are fully preserved, so I'm not asking you to consent to it. But I am -- I do want to make sure that, if there are things I haven't thought of or points you want me to be sure I know before I enter the order, that I give you that chance.

MR. GESMUNDO: Appreciate it, Your Honor. And Alastair Gesmundo on behalf of the United States. I'm joined by my Assistant Director Mary Schmergel, who -- we've been spending time, as Your Honor noted, in the last half-hour, discussing it, and I think she has some comments she'd like to share with the Court.

THE COURT: Okay. Very well.

Ms. Schmergel, let me let you be heard.

MS. SCHMERGEL: Thank you, Your Honor. Mary Schmergel on behalf of the United States.

You know, first, let me say thank you for letting us have this opportunity to comment and talk to you about this order. Obviously, the United States is disappointed with this order and respectfully have to disagree. But we appreciate the -- or Court recognizing our rights to appeal,

as well as, you know, reserving all rights.

Te only thing, again, that I could see that might be something that the debtors and I should talk about, in Paragraph 6 -- and the Court. In Paragraph 6, when it talks about "finds on the evidence presented," about the exercising of the right of the $6.9 million; and then, on the next paragraph, it talks about the debtors having to remit the $537,000 --

THE COURT: Uh-huh.

MS. SCHMERGEL: -- I -- you know, again, I would respectfully suggest that perhaps, if the Judge -- if the Court is going to make a finding that we improperly set off $6.9 million, it might need to be reduced by that $537,000 that is going to be paid to us, just, again, because I -- I'm assuming that Paragraph 7 recognized that we at least had balance setoff rights or we had, you know, the right to freeze the five point -- you know, up to $537,000. So that, as far as like corrections --

THE COURT: So, look --

MS. SCHMERGEL: -- that would be --

THE COURT: So I hear you. When I read the forms of order, the -- I -- it occurred to me that one -- that we could just effect a setoff here --

MS. SCHMERGEL: Right.

THE COURT: -- and resolve it.

The issue is the Government's form of order took the view that there might be a dispute about the amount owed on the $537,000 because of a claim of interest. If what you'd -- if you're not serious about that and you want to simply reduce the payment by that amount, I could probably even do the math and revise the order to reflect that.

MS. SCHMERGEL: Yeah, I was going to say, so we looked into the interest, which -- and again, the debtors can -- should verify this. I believe it accrues at -- on a daily basis at $72. And we did ask, as of today, what the payoff amount with that daily interest would be, and the number we came up with -- and again, we would ask, you know, obviously the debtor should verify this -- would be $530,183.63.

THE COURT: I'm sorry, just run that number by me again. Five?

MS. SCHMERGEL: It's 500,000 -- or 538,000 -- so five three eight.

THE COURT: Yep.

MS. SCHMERGEL: One hundred and eighty-three dollars and sixty-three cents.

THE COURT: Okay.

MS. SCHMERGEL: And I can email that to your clerk, as well.

THE COURT: No. Okay. No, I think I've got that. So --

MS. SCHMERGEL: Okay.

THE COURT: So I take it, Ms. Schmergel, your position is that we should tweak Paragraphs 6 and 7 and say, essentially, that you were entitled to -- well, look, whether you're entitled to freeze all of it now or not isn't really the -- isn't really the question.

But -- so the -- we could certainly tweak the order so that the obligation to remit is the 6,972,618 minus the amount that would otherwise be coming back to you, which is -- subject to Mr. Dean's right to tell me otherwise -- the five thirty-eight, and direct -- instead of this two-step process, direct a one-step payment that's net of the settlement amount, reserving your other rights under the settlement agreement. I take it that's your proposal?

MS. SCHMERGEL: I believe so. If -- just say -- yes. Yes, Your Honor.

THE COURT: All right. Mr. Dean --

MS. SCHMERGEL: Is they -- yeah, you just -- yeah.

THE COURT: -- are we going to litigate the question of interest or what's the debtors' position?

MR. DEAN: No, we don't have any objection to that change, Your Honor. We don't dispute the right to setoff the five thirty-seven or five thirty-eight, in any event. Our disputes are with all of the other amounts, so we're fine with that, Your Honor.

THE COURT: Okay. Look, I'm happy to tweak the order to reflect that, so that it's a one-step process. That will take me a few minutes, and you'll all have to trust that I can do the math correctly; and, if I don't, you have the right to seek reconsideration and to appeal, in any event.

Anything else from the Government's perspective? Again, I'm not asking -- I'm not asking you to agree. You're entitled -- totally entitled to disagree, and all of your rights are reserved. But I just want to make sure that at least I'm correctly implementing the decision that I think I've made.

MS. SCHMERGEL: No other question.

I do just want to clarify for the record that, you know, the finding is that DLA was only allowed to do an administrative hold for any fixed, undisputed, non-contingent claim.

THE COURT: So, look, I'm happy to say a few more words about that. To me, what -- and I reread Strumpf, you know, again a couple of times. And what -- it certainly says, as this draft order does, that a creditor can withhold -- can put -- impose an administrative freeze to protect its right to setoff. It requires the party to move promptly. And I think it's at least implicit that the setoff -- the freeze can be no broader than necessary to protect the rights of setoff.

And so my concern here isn't -- and it doesn't address the question, candidly, of what happens when the claimed right of setoff is itself a disputed amount. And we had an interesting discussion about that question. Both parties sort of agreed that there wasn't a lot of clarity about that. And what I concluded would be appropriate when the amount was disputed was for the Court to conduct an estimation and to handle it that way.

The thing that the Government did here that I find is inconsistent with the Code is that it imposed an administrative freeze for an amount that exceeded the maximum amount that it might be owed. And so there were amounts that would have otherwise been -- that I find would have been otherwise paid in the ordinary course, and that could have been released without threatening the Government's right of setoff, even if the amount is the maximum amount it contends was due to it, but that it, nevertheless, refused to release. And I think that that is inconsistent with, basically, 362 and 542. So that's my finding.

I'm not finding that there was anything -- that there is -- there's ambiguity about the law here. So, you know, I'm not finding that anyone acted in bad faith, I just think it was incorrect. And so that's my finding.

MS. SCHMERGEL: Thank you, Your Honor.

I -- just one last thing. Just in case I don't get

another chance, obviously, I'm going to ask for a stay pending appeal.

THE COURT: So, given the exigencies of time, I'm not going to impose an administrative stay. This is written so the amount is due within three days. And unless that is stayed or reversed, you're -- that's what you're ordered to do, obviously with the ability to seek an emergency stay from the District Court. But I'm not going to -- given the exigencies of time, I don't think that a stay pending appeal is appropriate.

But you have checked the box of having asked me, so you're now free to ask the judge across the street.

MS. SCHMERGEL: Thank you, Your Honor.

THE COURT: Okay. So I will make that change.

Is there anything else that any party would like the chance to be heard with respect to?

(No verbal response)

THE COURT: Mr. Dean, from the debtor, nothing further?

MR. DEAN: Nothing further from the debtor.

THE COURT: Okay.

MR. DEAN: Thank you for hearing us again, Your Honor. We appreciate your accommodations this week.

THE COURT: This is, as I say, the job for which I signed up.

Ms. Schmergel, anything further from the United States?

MS. SCHMERGEL: No, Your Honor.

THE COURT: Okay.

MS. SCHMERGEL: Thank you.

THE COURT: Very well. I'll make these changes to the order and have it hit the docket.

And if anything else comes up where you need my assistance, you all know how to find me. So, with that, we're adjourned. Thank you.

MS. SCHMERGEL: Thank you.

(Proceedings concluded at 11:12 a.m.)

*****

CERTIFICATION

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter to the best of my knowledge and ability.



September 21, 2026

Coleen Rand, AAERT Cert. No. 341

Certified Court Transcriptionist

For Reliable