Docket #0008 Date Filed: 10/7/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	
Noble Supply & Logistics, LLC, *et al.*,	)	Chapter 11
	)	Case No. 26-11369 (CTG)
	)	
Debtors.[1]	)	(Jointly Administered)
	)	
Noble Supply & Logistics, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Adv. Proc. No. 26-50885 (CTG)
	)	
Defense Logistics Agency,	)	Re: Adv. D.I. 6
	)	
Defendant.	)	

UNITED STATES' OPPOSITION TO DEBTORS' EMERGENCY MOTION TO EXPEDITE MOTION FOR PARTIAL SUMMARY JUDGMENT

The United States, on behalf of the Defense Logistics Agency ("DLA"), opposes the *Debtors' Emergency Motion to Expedite Motion for Partial Summary Judgment* [Adv. D.I. 6] (the "Motion") filed by Noble Supply & Logistics, LLC ("Noble").

1. On October 6, 2026, Noble filed its complaint, a motion for partial summary judgment seeking $14,566,268.02, a 212-page supporting declaration, and the Motion. Noble asks the Court to move the United States' response brief from November 20, the date Local Rule 7056-1

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Noble Supply & Logistics, LLC (7926); COTS Solutions, LLC (4477); Federal Resources Supply Company, LLC (3636); FRS Holdings, LLC (2327); K.D. Analytical Consulting, LLC (6637); KDA Acquisition, LLC (5870); Noble Defense Corporation (N/A); Noble Equity Holdings, LLC (0851); Noble.com, LLC (4712); Noble Mission Support, LLC (7908); and Tactical & Survival Specialties, LLC (2266).

2611369261007000000000012

sets, to October 20, three weeks before the United States' response to the complaint is due. Mot. ¶¶ 12, 16; Fed. R. Bankr. P. 7012(a).

2. The Court may shorten a period the Rules provide only "for cause," Fed. R. Bankr. P. 9006(c)(1), on a motion "specifying the exigencies justifying shortened notice." Del. Bankr. L.R. 9006-1(e). Noble itself frames the inquiry as "the potential prejudice and harm to the parties." Mot. ¶ 14. Noble shows no exigency, and the prejudice to the United States is concrete if its response time is shortened.

3. *There is no emergency.* Noble's only exigency is a projected shortfall in "the first week of November 2026," resting on one sentence of its declarant's belief and on the Debtors' forecast that DLA would pay for goods "as of (and after) the date the Termination Notices were received." Adv. D.I. 5 ¶ 20. A budget that presumes unverified invoices will be paid is not cause to cut the United States' time to respond to the complaint.

4. *The urgency is self-created, and expedition would not cure it.* DLA terminated the orders on August 27, 2026. The Contract Disputes Act provides an administrative process for that dispute: a contractor's claim for payment must first be submitted to the contracting officer for decision. 41 U.S.C. § 7103(a)(1). Noble identifies no such claim. Instead, it waited forty days to sue and now asks for the United States' response brief in fourteen. Even on Noble's schedule, any judgment entered after an October 30 hearing would be stayed for 14 days, past the date Noble says its cash runs out. Fed. R. Bankr. P. 7062.

5. *The United States would be prejudiced.* Noble's only evidence of what it delivered is a 108-line summary of its own records, and a declarant that says Noble "has made, or will make," the invoices, proofs of delivery, and packing slips available for inspection. Adv. D.I. 5 ¶ 19 & Ex. E. The United States cannot examine those records and respond in fourteen days. Nor was

DLA "already actively engaged" in this dispute, Mot. ¶ 18; the September 18 order concerned setoff, not these pre-petition terminations. Compl. ¶ 2.

6. *The Motion is not "uncomplicated."* Mot. ¶ 19. Noble seeks a money judgment against the United States but does not address sovereign immunity or the Court's authority to enter final judgment on a contract claim, threshold questions that come before the merits. *Steel Co. v. Citizens for a Better Env't*, 523 U.S. 83, 94–95 (1998).

7. *Sovereign Immunity and Jurisdiction.* Section 106(a) does not waive the United States' immunity from Noble's contract claims, however Noble labels them. 11 U.S.C. § 106(a)(1), (5); *United States v. Inslaw, Inc.*, 932 F.2d 1467, 1472 (D.C. Cir. 1991). Noble's proposed schedule asks for a $14.6 million ruling on the merits, however, before the Court can properly decide whether it has jurisdiction over the Complaint. *See FDIC v. Meyer*, 510 U.S. 471, 475 (1994) (noting that immunity issues must be determined first). The schedule would also bypass the appeal process that the Contract Disputes Act provides for these terminations. Each termination notice is a contracting officer's final decision. Adv. D.I. 5, Exs. D-1–D-4. Noble may appeal those decisions to the Armed Services Board of Contract Appeals or the Court of Federal Claims, 41 U.S.C. § 7104(a)–(b), and it has said it intends to appeal. Decl. of Robert Albergotti in Supp. of First Day Mots. [D.I. 15] ¶ 57.

8. The United States reserves all rights and defenses, including setoff and recoupment, and does not consent to the entry of final orders or judgment by this Court.

WHEREFORE, the United States requests that the Court deny the Motion, leave the Local Rule 7056-1 schedule in place, and grant such other relief as is just.

Dated: October 7, 2026

Respectfully submitted,

BRETT A. SHUMATE
Assistant Attorney General

MARC S. SACKS
Deputy Director

MARY A. SCHMERGEL
Assistant Director

/s/ Ryan W. Lamb
Alastair M. Gesmundo
Ryan W. Lamb
Trial Attorney
U.S. Department of Justice
Civil Division
Commercial Litigation Branch
Corporate/Financial Litigation Section
P.O. Box 875
Washington, DC 20044
(202) 436-6896
Email: ryan.lamb@usdoj.gov

Attorneys for the United States