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. 1, 3
	)	
Defendant.	)	

UNITED STATES' MOTION TO DISMISS THE COMPLAINT

The United States of America, on behalf of the Defense Logistics Agency ("DLA"), files this motion (the "Motion") under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6), made applicable by Bankruptcy Rule 7012(b), to dismiss both counts of the complaint [Adv. D.I. 1] (the "Complaint") filed by Noble Supply & Logistics, LLC ("Noble"): Count I, which seeks turnover, and Count II, which alleges breach of contract. The argument is set out in Parts I through III of the United States' brief in opposition to Noble's motion for partial summary judgment [Adv. D.I. 3]

[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).

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and in support of this Motion and its cross-motion for summary judgment (the "U.S. Brief"), which is filed with this Motion as its opening brief under Local Rule 7007-1(a)(i). The governing standards and the grounds for dismissal are summarized below.

STATEMENT REGARDING JURISDICTION, VENUE AND CONSENT

1. Noble alleges that this Court has jurisdiction under 28 U.S.C. §§ 157 and 1334, that this proceeding is core under 28 U.S.C. § 157(b)(2), and that venue is proper in this District under 28 U.S.C. § 1409. Compl. ¶¶ 4–5. The United States disputes that this Court has subject matter jurisdiction over Noble's claims, that Congress waived sovereign immunity for them, and that they are core, for the reasons in Parts I, II, and VII of the U.S. Brief. A federal court "always has jurisdiction to determine its own jurisdiction," *United States v. Ruiz*, 536 U.S. 622, 628 (2002), so this Court may decide this Motion, which rests first on this Court's lack of jurisdiction and on sovereign immunity.

2. Under Bankruptcy Rule 7012(b) and Local Rule 7012-1, the United States states that it does not consent to the entry of final orders or judgment by this Court in this adversary proceeding, and it does not consent by filing this Motion. A claim for breach of a prepetition contract is not core, and calling it turnover does not make it so. U.S. Br. ¶¶ 59–60.

LEGAL STANDARDS

3. **Rule 12(b)(1).** Noble, as the party invoking this Court's jurisdiction, bears the burden of establishing it. *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 377 (1994). A challenge to jurisdiction may be facial, in which case the court accepts the complaint's well-pleaded allegations as true, or factual, in which case the court may weigh evidence outside the pleadings and "no presumptive truthfulness attaches to plaintiff's allegations." *Mortensen v. First Fed. Sav. & Loan Ass'n*, 549 F.2d 884, 891 (3d Cir. 1977). Sovereign immunity is also

jurisdictional, *FDIC v. Meyer*, 510 U.S. 471, 475 (1994), so Noble must also identify a waiver that is "unequivocally expressed in statutory text" and covers its claims. *Lane v. Peña*, 518 U.S. 187, 192 (1996). This Court must decide these questions before it reaches the merits. *Steel Co. v. Citizens for a Better Env't*, 523 U.S. 83, 94–95 (1998); U.S. Br. ¶¶ 20, 23.

4. **Rule 12(b)(6).** To survive a motion under Rule 12(b)(6), a complaint must contain "sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). The court need not accept legal conclusions, and "[t]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice." *Id.*; U.S. Br. ¶ 21.

GROUNDS FOR DISMISSAL

5. **This Court lacks subject matter jurisdiction over Noble's contract claims.** Noble seeks $18,960,176.31 under two DLA contracts. Compl. ¶¶ 16–17, 29, 38, 55. Both contracts are subject to the Contract Disputes Act (the "CDA"). FAR 52.212-4(d); U.S. Br. ¶ 29. For contract claims against the United States above $10,000, the Tucker Act vests exclusive jurisdiction in the Court of Federal Claims, and for contracts subject to the CDA, the CDA prescribes the only route to judicial review: a claim to the contracting officer, followed by an appeal to a board of contract appeals or the Court of Federal Claims. 28 U.S.C. §§ 1346(a)(2), 1491(a)(1)–(2); 41 U.S.C. §§ 7103(a), 7104(a)–(b). Count II pleads breach of Noble's contracts with DLA, so it is a contract claim on its face. Compl. ¶¶ 48–55. Count I is also a contract claim, although mislabeled as turnover under 11 U.S.C. § 542. Noble's rights derive from the contracts, and it seeks payment of the contract price; therefore, its claims can only be brought through the administrative process and reviewed by the Court of Federal Claims. This Court's jurisdiction

under 28 U.S.C. § 1334(b) does not displace the limits on which forum has jurisdiction over Noble's Complaint. U.S. Br. ¶¶ 23–33.

6. **Noble has not shown that Congress waived sovereign immunity for this suit.** Noble alleges no waiver of sovereign immunity, and none applies. Noble has sued DLA, an organizational entity of the Department of Defense that Congress has not made suable in its own name. Section 106(a) of the Bankruptcy Code does not reach Count II, which pleads breach of contract, or Count I, which is a contract disputes claim not subject to section 542. U.S. Br. ¶¶ 34–40.

7. **Count I states no claim upon which relief can be granted.** Section 542(b) reaches only debts that are matured and not subject to a bona fide dispute. The Complaint's allegation that DLA's obligation is "fixed, matured, presently due, and payable on demand," Compl. ¶ 37, is a legal conclusion that the Complaint's own factual allegations contradict. Noble alleges that the contracts pay only for items accepted, that DLA's validation of a proof of delivery is what authorizes Noble to invoice, and that DLA has refused to validate the deliveries at issue, "thereby preventing Noble from invoicing." Compl. ¶¶ 16–17, 25, 28. Count I's alternative theory under section 542(a) fails for the same reason. Compl. ¶¶ 45–47; U.S. Br. ¶¶ 41–43.

8. **Noble has not presented any claim under the CDA.** In the alternative, even if this Court had jurisdiction, the Complaint fails to state a claim upon which relief can be granted on either count because it does not allege that Noble submitted any claim to the contracting officer, a mandatory step under the CDA. 41 U.S.C. § 7103(a)(1); U.S. Br. ¶ 33.

RESERVATION OF RIGHTS

9. By filing this Motion, the United States does not waive, and expressly preserves, its sovereign immunity, all jurisdictional defenses, its rights of setoff and recoupment, and its right to seek withdrawal of the reference.

WHEREFORE, the United States respectfully requests that this Court enter an order, substantially in the form attached as Exhibit A, granting this Motion, dismissing both counts of the Complaint without prejudice to Noble's pursuit of its claims under the CDA, denying Noble's motion for partial summary judgment and the United States' cross-motion for summary judgment as moot, and granting such other relief as is just.

Dated: October 20, 2026

Respectfully submitted,

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Plaintiff,	)	
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v.	)	Adv. Proc. No. 26-50885 (CTG)
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Defense Logistics Agency,	)	Re: Adv. D.I. 1, 3, __
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Defendant.	)	

ORDER GRANTING UNITED STATES' MOTION TO DISMISS THE COMPLAINT

Upon the United States' Motion to Dismiss the Complaint [Adv. D.I. __] (the "Motion to Dismiss"), the brief filed in support of the Motion to Dismiss [Adv. D.I. __], the Motion of Noble Supply & Logistics, LLC for Partial Summary Judgment [Adv. D.I. 3] (the "Motion"), and the United States' Cross-Motion for Summary Judgment [Adv. D.I. __] (the "Cross-Motion for Summary Judgment"); and this Court having considered the Motion to Dismiss, the Motion, and

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the papers filed in connection with them; and after due deliberation and good cause appearing, IT IS HEREBY ORDERED THAT:

1. The Motion to Dismiss is GRANTED.

2. The Complaint [Adv. D.I. 1], including Counts I and II, is DISMISSED under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6), made applicable by Bankruptcy Rule 7012(b).

3. This Order is without prejudice to any claim that Noble Supply & Logistics, LLC may submit under the Contract Disputes Act, 41 U.S.C. §§ 7101–7109, and to any defense of the United States to such a claim.

4. The Motion is DENIED as moot.

5. The Cross-Motion for Summary Judgment is DENIED as moot.

6. Nothing in this Order waives the sovereign immunity of the United States or its rights of setoff and recoupment.