

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FLOAT Alaska LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 26-10075 (CTG)

(Jointly Administered)

RE: D.I. 302

**JULIET ROMEO AVIATION LLC’S RESPONSE IN OPPOSITION TO DEBTORS’
OBJECTION TO JULIET ROMEO AVIATION LLC’S CLAIM PURSUANT TO
BANKRUPTCY CODE SECTION 502(b) AND BANKRUPTCY RULE 3007**

Juliet Romeo Aviation LLC (“JRV”), by and through its undersigned counsel, files this response in opposition to the Debtors’ objection (the “Objection”) to JRV’s proof of claim number 99 (the “PoC”) [D.I. 302], and respectfully states as follows:

FACTUAL BACKGROUND

1. This dispute arising from New Pacific Airlines, Inc.’s (“NPA”) inducement of JRV to expend substantial funds in reliance of a lease agreement that NPA knew, or should have known, it could not perform.
2. In or around June 2025, NPA approached JRV about leasing one of its Boeing 757 aircraft that had been parked for several years in storage at Ascent Aviation in Arizona.
3. Upon information and belief, NPA has a longstanding relationship with Ascent Aviation and based thereon, became familiar with the aircraft.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal EIN, are: FLOAT Alaska LLC (3705), Corvus Alaska Holdings Inc. (9732), FLOAT Alaska Holdings LLC (8617), FLOAT Alaska IP LLC (1986), New Pacific Airlines, Inc. (7666), FlyCoin, Inc. (2816), and FLOAT Shuttle Inc. (4269). The Debtors’ mailing address is 101 W Mission Blvd, #110-201, Pomona, CA 91766.

4. NPA knew the condition of the aircraft and understood that it needed significant work in order to re-enter service, including a C-Check Inspection (“C-Check”). The C-Check is a comprehensive inspection, particularly on an aircraft of that age and condition.

5. NPA represented to JRV that it would lease the aircraft for three years at \$100,000 per year plus maintenance reserves of \$300 per engine flight hour.

6. NPA required, as a condition of taking delivery of the aircraft, that JRV employ (at its sole cost and expense) Ascent Aviation to perform a “conformity inspection” which included repair of any maintenance discrepancies, performance of the C-Check, and conversion of the aircraft to NPA’s LUMP program.

7. The parties executed a lease agreement dated June 20, 2025 (the “Lease”) [D.I. 302-4] and NPA paid to JRV a security deposit of \$300,000 as called for therein.

8. The Lease provides that the security deposit shall be held by JRV “as security for the timely and faithful performance by [NPA] of all of [NPA’s] obligations” and NPA granted JRV “a continuing security interest therein, and in all proceeds thereof.” (*Id.*, §3.5)

9. If NPA fails to perform any of the terms and provisions of the Lease or an “Event of Default” occurs, JRV may “use, apply or retain all or any portion of the Security Deposit...to compensate [JRV] for any sums it may in its reasonable discretion and acting in good faith advance as a result of an Event of Default, or to apply toward losses or expenses [JRV] may suffer or incur as a result of the occurrence of an Event of Default hereunder.” (*Id.*, §3.5)

10. Under the Lease, NPA covenanted and agreed to, among other things, remain duly qualified to operate the aircraft under law, and not voluntarily suspend its certificated operations of the aircraft or its fleet. (*Id.*, § 7 (a)-(b).)

11. An Event of Default under the Lease includes if: (i) “Lessee voluntarily suspends substantially all of its airline operations or the franchises, concessions, permits, rights or privileges required for the conduct of the business;” (ii) it “commence[s] any case, proceeding or other action...under any existing or future law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent...”; or, (iii) shall do or cause to be done any act or thing evidencing its intention to repudiate this Lease or any other of the Lessee Documents to which it is a party.” (*Id.*, §17.1 (k)-(l), (x).)

12. In reliance on the Lease and NPA’s representations and promises, JRV employed Ascent Aviation to perform the conformity inspection and C-Check, employed Bischoff Aerospace to perform a C-1 disc change to the aircraft’s two engines, and retained various other vendors.

13. By November 7, 2025, JRV had spent over \$1 million to prepare the aircraft to Lease to NPA. Specifically, JRV had paid:

\$837,677.72 to Ascent Aviation;
\$150,750.00 to Bischoff;
\$2,000.00 to All Views;
\$130,000.00 to Jet Landing Systems;
\$315,000.00 to FAST;
\$32,130.75 for engine shipping costs; and,
\$37,000.00 to NPA to request technical variances from Rolls-Royce.

14. NPA has not rebutted the validity of JRV’s claim.

ARGUMENT

15. When a claim objection is filed in a bankruptcy case, the burden of proof as to the validity of the claim “rests on different parties at different times.” *In re Seegrid Corp.*, 560 B.R. 93, 96 (Bankr. D. Del. 2016) (*citing In re Allegheny Int’l Inc.*, 954 F.2d 167 (3d Cir. 1992)). The

filing of an objection to a claim does not deprive the claim of its presumptive validity unless the objection is supported by substantial evidence. *See In re Hemingway Trans., Inc.*, 993 F.2d 915, 925 (1st Cir. 1993). To overcome this presumed validity, the Debtor is required to present evidence that, if believed, “would refute at least one of the allegations that is essential to the claim’s legal sufficiency. *See Allegheny*, 954 F.2d at 167, 173.

16. JRV’s PoC with its attached documentation, clearly satisfy all applicable standards. JRV’s PoC constitute a claim for breach of the Lease. The Claim is supported by sufficient documentation, including the executed Lease, which independently establishes liability.

17. The burden then shifts to the Debtors to produce evidence sufficient to overcome or negate the prima facie valid proof of claim. *See Allegheny*, 954 F.2d at 173-74; *Seegrid*, 560 B.R. at 96-97 (“The objecting party carries the burden of going forward with the evidence in support of its objection which must be a probative force equal to that of the allegations of the creditor’s proof of claim.”) (internal citations omitted, emphasis added); *see also In re Spirco, Inc.*, No. 93-23033, 1995 WL 500572, at *6 (Bankr. W.D. Pa. Aug. 14, 1995) (“An objection does not deprive a proof of claim of its presumptive validity unless the objection is supported by substantial evidence.”) (internal citations and quotation marks omitted).

18. The Objection fails to meet the Debtors’ burden to rebut the presumptively valid JRV PoC. The Objection relies solely on the conclusory Declaration of Thomas Hsieh [D.I. 302-3] that does not address JRV’s documented expenditures, the Lease terms, or NPA’s admitted cessation of operations.

19. On or about November 26, 2025, JRV learned that NPA had ceased operations and that a bankruptcy filing was imminent.

20. When it became apparent that NPA was in default under the Lease and would not be taking delivery of the aircraft once completed, JRV undertook to audit the work performed to date on the aircraft to determine next steps. In mid-December, JRV reached out to Ascent Aviation to discuss why it was being asked to pay another \$2 million to complete the work on the aircraft, when the project had been estimated to cost approximately \$700,000. Ascent refused to perform any further work on the aircraft unless JRV paid the amount demanded. In January 2026, JRV hired a team to inspect the aircraft and all records, invoices and communications to, among other things, determine the scope of work already performed and the work that still remained to be done. Ascent was uncooperative and antagonistic and the parties are currently engaged in a legal dispute.

21. Irrespective of the foregoing, NPA was already in default under the Lease before JRV's dispute with Ascent arose.

22. Even if the work on the aircraft had been completed, JRV could not have delivered the aircraft to NPA because NPA ceased operations while the work on the aircraft was still underway. NPA's cessation of operations and bankruptcy filing constitute Events of Default under the Lease, independently triggering JRV's contractual remedies.

23. NPA was in default under the Lease at least as of November 26, 2025. Moreover, at the time NPA knew when it entered into the Lease at the end of June that it was in such dire financial straits that it would be unable to perform its obligations under the Lease, yet NPA continued to encourage JRV to incur substantial expenses at its request in anticipation of leasing the aircraft. Under Section 3.5 of the Lease, JRV is expressly entitled to retain the security deposit and apply it toward losses resulting from NPA's default.

24. JRV's damages include both its out-of-pocket expenditures and any additional costs required to restore or remarket the aircraft following NPA's breach.

25. The Objection is unsupported by evidence, ignores the governing Lease, and fails to rebut JRV's prima facie valid claim. Allowing the Objection would improperly shift the financial consequences of NPA's collapse onto JRV, which performed exactly as required under the Lease. The Objection should be denied in its entirety.

CONCLUSION

WHEREFORE, for all of the foregoing reasons, JRV respectfully requests that the Court enter an order (a) denying the Objection in its entirety, (b) allowing JRV's proof of claim number 99, and (c) granting such other and further relief as the Court deems just and proper.

Dated: June 29, 2026

**GORDON, FOURNARIS
& MAMMARELLA, P.A.**

/s/ DRAFT

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CERTIFICATE OF SERVICE

I, Neil R. Lapinski, hereby certify that on June 29, 2026, a true and correct copy of the foregoing *Juliet Romeo Aviation LLC's Response in Opposition to Debtors' Objection to Juliet Romeo Aviation LLC's Claim Pursuant to Bankruptcy Code Section 502(b) and Bankruptcy Rule 3007* was served upon the following parties in the manner indicated:

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Dated: June 29, 2026

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