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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

In re:	Bankruptcy No. 21-23636
EMPIRE SOLAR GROUP, LLC,	Chapter 7
Debtor.	Honorable Joel T. Marker

**NOTICE OF COMPLIANCE WITH
ORDER PURSUANT TO BANKRUPTCY RULE 1007(k)
DIRECTING SUNTUIITY AND ROCK CREEK TO PREPARE
AND FILE STATEMENTS & SCHEDULES**

– AND –

VERIFICATION OF THE STATEMENTS & SCHEDULES

SUNTUIITY SOLAR LIMITED LIABILITY COMPANY (“**Suntuity**”), through counsel, hereby responds to and provides notice of its compliance, and the compliance of Rock Creek Advisors, LLC (“**Rock Creek**”) and Suntuity (together, the “**Directed Parties**”) with the Court’s *Order* entered pursuant to Bankruptcy Rule 1007(k) [Docket No. 50] (the “**Rule 1007(k) Order**”) directing Suntuity and Rock Creek “to prepare and file a statement of financial affairs [Bankruptcy Form B 207] and schedules [Bankruptcy Forms B 206 (Summary, and A through H)] (collectively, the “**Statements & Schedules**”) based upon the documents and financial information of the Debtor that is available to them.”

SUMMARY

1. On October 1, 2021, Suntuity caused the Statements & Schedules to be filed, as Docket No. 68.

2. The Statements & Schedules [Docket No. 68] were prepared and compiled by Rock Creek working closely with counsel for chapter 7 debtor Empire Solar Group, LLC (“**Empire**” or the “**Debtor**” or the “**Company**”), Mark Rose and the law firm McKay Burton & Thurman.

3. Suntuity has compensated Rock Creek, and reimbursed the substantial expenses Rock Creek incurred to comply with the Rule 1007(k) Order, including 1099 payments that Rock Creek made to former employees of the Debtor that were retained as independent contractors on a short time basis to gather, compile and present the information necessary to prepare the Statements & Schedules.

BACKGROUND AND DESCRIPTION OF EFFORTS TO COMPLY

4. On or about July 9, 2021, Empire and its two members, Abby Buchmiller and Amanda Roseburg (together, the “**Members**”), entered in that certain *Management Services Agreement* (the “**Management Agreement**”), pursuant to which Empire and its two Members retained Suntuity, as independent contractor, to provide management services to the Debtor.

5. Pursuant to section 1 of the Management Agreement, Suntuity was “appointed [to] provide ..., by and through itself and/or ... third parties, as [Suntuity] may designate from time to time in its sole discretion (collectively hereinafter referred to as the “Manager Designees”), management, advisory and consulting services in relation to the affairs of the Company,”

6. On or about July 22, 2021, Suntuity engaged Rock Creek to act as Chief Restructuring Officer and provide turn-around management and advisory services relating to Empire under a Management Services Agreement dated July 2021 between Suntuity and Empire (the “**Management Agreement**”).

7. On August 22, 2021 (the “**Petition Date**”), Empire filed a voluntary petition for relief under chapter 7 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Utah thereby commencing the above-captioned bankruptcy case (the “**Case**” or the “**Empire Solar Bankruptcy Case**”).

8. Steven R. Bailey was appointed, and currently serves, as the trustee (the “**Trustee**”) of the Debtor’s chapter 7 bankruptcy estate (the “**Estate**”).

9. The filing of the Empire Solar Bankruptcy Case constituted a Termination Event under the Management Agreement. Accordingly, the rights and obligations of Suntuity as Manager of the Debtor, and Rock Creek as Manager Designee, terminated on the Petition Date.

10. In short, upon the filing of the Case, the right and obligation to manage the Debtor reverted to its two Members, Buchmiller and Roseburg.

11. Shortly after the Petition Date, the Trustee requested Suntuity and Rock Creek to assist in compiling and preparing the Statements & Schedules and other information relevant to the administration of the Estate.

12. Suntuity requested and contracted with Rock Creek to continue to provide consulting and advisory services for a short period of time, as necessary to comply with the Trustee’s requests and to compile and prepare the Statements & Schedules.

13. Rock Creek engaged former Empire employees from the finance department, human resources department and information technology department as 1099 contractors to assist with various tasks detailed below (the “**Contractors**”). Empire’s CEO, Buchmiller, and its President & CFO, Roseburg, were not retained.

14. On September 24, 2021, the Bankruptcy Court entered the Rule 1007(k) Order.

15. On September 24, 2021, the Bankruptcy Court entered an Order [Docket No. 51] enlarging the period, and extending the deadline, to file the Statements & Schedules through October 1, 2021.

16. For the benefit of the Estate and at the request of the Trustee, Rock Creek either directly or via the Contractors performed the following duties:

a. Rock Creek and/or the Contractors secured Empire assets to the best of their abilities, including requesting that Empire assets be returned to the various locations and securing locations where possible.

b. Rock Creek and/or the Contractors updated the Empire books and records from the last published financial statements of April 30, 2021, rolling them forward to July 31, 2021, with the limited information available to best reflect a reasonable July 31, 2021 balance for completion of the Statements & Schedules.

c. Rock Creek and/or the Contractors compiled and prepared various notices, disclosures and filings required under the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), including under Bankruptcy Rule 1007(b)(1).

d. Rock Creek and/or the Contractors assisted the Trustee as needed and responded to his inquiries if possible.

17. The Debtor’s counsel, Mark Rose and the law firm McKay Burton & Thurman (collectively, “**Rose**”) had multiple discussions with Rock Creek regarding the documents and disclosures that needed to be filed in the Case, including the Statements & Schedules, and the relevant information necessary to prepare the Statements & Schedules.

18. Rock Creek and the Contractors compiled and provided the information necessary to prepare the Statements & Schedules to Rose.

19. As questions arose, Rock Creek and Rose communicated and resolved them.

20. Rose compiled the information provided by Rock Creek and the Contractors and prepared drafts of the Statements & Schedules and other required Debtor filings.

21. Rose forwarded the drafts to Rock Creek for review, comment, correction and approval. Rock Creek identified and corrected errors, and supplied additional information. Rose then corrected, revised and supplemented the Statements & Schedules.

22. The Statements & Schedules [Docket No. 68] filed contemporaneous herewith are the final “filing ready” versions prepared by Rose and approved by Rock Creek.

EXPLANATION AND DISCLAIMERS

23. The Directed Parties have made their best efforts to compile relevant information and to prepare the Statements & Schedules based upon the best information available to them.

24. The Directed Parties, however, are not the Debtor, and are not officers, authorized agents or representatives of the Debtor.

25. In preparing the Statements & Schedules [Docket No. 68], the Directed Parties relied on the Contractors and upon financial data derived from Empire's books and records that were available at the time of such preparation. Accordingly, the Statements & Schedules reflect the information that was available to the Directed Parties, and their accuracy is dependent upon the quality and completeness of such information.

26. Although the Directed Parties made diligent and reasonable efforts to ensure the accuracy and completeness of the Statements & Schedules, inadvertent errors or omissions may exist.

27. Accordingly, the Directed Parties and their agents, attorneys, and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided in the separately filed Statements & Schedules. Further, the Directed Parties disclaim any loss or injury arising out of or caused in whole or in part by the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained in the Statements & Schedules.

28. The Directed Parties assert that they fully have complied with the Rule 1007(k) Order, and expressly disclaim any obligation to update, modify, revise, or re-categorize the information provided in the Statements & Schedules [Docket No. 68].

29. In no event shall the Directed Parties or their directors, officers, agents, attorneys, and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against Empire or damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused, even if the Empire or their directors, officers, agents, attorneys, or financial advisors are advised of the possibility of such damages.

30. Nothing contained in the Statements & Schedules [Docket No. 68] is intended or should be construed as (i) an admission or stipulation of the validity of any claim against the Directed Parties or any assertion made therein or herein, or (ii) a waiver of the Directed Parties' rights to dispute any claim or assert any cause of action or defense against any party.

31. Notwithstanding that the Directed Parties have made reasonable efforts to correctly characterize, classify, categorize, or designate certain claims, assets, executory contracts, unexpired leases, and other items reported in the Statements & Schedules [Docket No. 68], the Directed Parties warn the Court and parties-in-interest that certain items inadvertently may have been improperly characterized, classified, categorized or designated.

32. Although the Directed Parties expressly disclaim (and do not undertake) any obligation to do so, the Directed Parties reserve the right to amend, supplement, correct, modify recharacterize, reclassify, recategorize, or redesignate items reported in the Statements & Schedules at a later time, in Directed Parties' sole discretion.

33. Any failure to designate a claim on the Schedules as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Directed Parties that such amount is not "disputed," "contingent," or "unliquidated." The Directed Parties reserve all rights to dispute, or assert offsets or defenses to, any claim reflected on their respective Schedules on any grounds, including, without limitation, liability or classification, or to otherwise subsequently designate such claims as "disputed," "contingent," or "unliquidated" or object to the extent, validity, enforceability, priority, or voidability of any claim.

34. Moreover, listing a claim does not constitute an admission of liability by the Directed Parties. While disclaiming any obligation to do so, the Directed Parties reserve the right to amend the Statements & Schedules as they deem necessary and appropriate, including, but not limited to, with respect to claim description and designation.

35. The preparation of the Statements & Schedules required the Directed Parties to make reasonable estimates and assumptions with respect to the reported amounts of assets and liabilities. Actual results could differ from such estimates.

36. Despite reasonable efforts, the Directed Parties may not have identified all current and potential causes of action the Directed Parties may have against third parties, including, without limitation, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant bankruptcy and non-bankruptcy laws to recover assets. Nothing in the Statements & Schedules should be construed as a waiver of any such causes of action.

DATED this 1st day of October, 2021.

COHNE KINGHORN, P.C.

/s/ Matthew M. Boley
Attorneys for creditors SUNTIVITY SOLAR
LLC and NATURAL POWER SOURCES LLC

VERIFICATION OF STATEMENTS & SCHEDULES

Subject to the foregoing, including specifically the “Explanation and Disclaimers” in paragraphs 15 through 29, the undersigned declares under penalty of perjury he has a reasonable belief that information in the Statements & Schedules [Docket No. 68] is true and correct.

DATED this 1st day of October, 2021.

ROCK CREEK ADVISORS, LLC

By /s/ Brian Ayers (authorized by e-mail)