

Case No. 12-2434

**IN THE UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT**

IN RE: GREEKTOWN HOLDINGS, LLC
Debtor,

DIMITRIOS PAPAS, A/K/A JIM PAPAS; VIOLA PAPAS;
TED GATZAROS, MARIA GATZAROS, *Appellants,*

v.

BUCHWALD CAPITAL ADVISORS, LLC,
LITIGATION TRUSTEE FOR GREEKTOWN LITIGATION TRUST;
SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS;
KEWADIN CASINOS GAMING AUTHORITY, *Appellees.*

On appeal from the U.S. District Court
for the Eastern District of Michigan, Southern Division

**BRIEF OF APPELLEES SAULT STE. MARIE TRIBE OF CHIPPEWA
INDIANS AND KEWADIN CASINOS GAMING AUTHORITY**

Grant S. Cowan
FROST BROWN TODD LLC
3300 Great American Tower
301 East Fourth Street
Cincinnati, Ohio 45202
(513) 651-6800
(513) 651-6981 (facsimile)
gcowan@fbtlaw.com

*Counsel for Appellees Sault Ste. Marie Tribe
of Chippewa Indians and Kewadin Casinos
Gaming Authority*

CORPORATE DISCLOSURE STATEMENT

Pursuant to Federal Rule of Appellate Procedure 26.1 and Sixth Circuit Rule 26.1, Appellees Sault Ste. Marie Tribe of Chippewa Indians and Kewadin Casinos Gaming Authority make the following disclosure:

1. Is said party a subsidiary or affiliate of a publicly owned corporation?

No.

2. Is there a publicly owned corporation, not a party to the appeal, that has a financial interest in the outcome?

No.

/s/ Grant S. Cowan

Grant S. Cowan

*Counsel for Appellees Sault Ste. Marie Tribe
of Chippewa Indians and Kewadin Casinos
Gaming Authority*

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INTRODUCTION

This case involves an adversary proceeding in which Appellee Buchwald Capital Advisors, LLC, in its Capacity as the Litigation Trustee and Distribution Trustee of Greektown Holdings, LLC (“Litigation Trustee”), asserted substantial fraudulent transfer claims under the Michigan Uniform Fraudulent Transfer Act against Appellants Dimitrios (“Jim”) Papas, Viola Papas, Ted Gatzaros and Maria Gatzaros (“Papas and Gatzaros”) and Appellees the Sault Ste. Marie Tribe of Chippewa Indians and Kewadin Casinos Gaming Authority (collectively “the Tribe”) (hereinafter the action is referred to as “the Adversary Proceeding”).

Nearly two-years after the Adversary Proceeding was filed, the Litigation Trustee and the Tribe reached a settlement. The settlement agreement at issue contains a customary claims bar order, barring claims against the Tribe arising out of or reasonably flowing from the facts or allegations or claims in the Adversary Proceeding. Although Papas and Gatzaros never asserted any claims against the Tribe relating to or arising from the allegations or claims in the Adversary Proceeding, they objected to the claims bar order, and were given an opportunity to present their objections in briefs filed with the District Court and to present evidence in support of their objection at the settlement approval hearing. Papas and Gatzaros chose not to present any evidence at the hearing and were unable to articulate **any** cognizable claim they had against the Tribe which would be subject

to the claims bar order. Accordingly, the District Court approved the settlement and the claims bar order.

Thereafter, Papas and Gatzaros filed a motion for reconsideration, asserting for the first time that that they believed they might have claims under a Guaranty Agreement. The Guaranty Agreement was not a newly discovered piece of evidence. The Guaranty Agreement was entered into and assigned to Papas and Gatzaros in 2000 and presumably has been in their possession ever since. Moreover, it was produced to Papas and Gatzaros in discovery in the Adversary Proceeding—in early 2011—over a year before the settlement approval motion was filed. The Guaranty Agreement was discussed at the evidentiary hearing concerning the settlement agreement, but Papas and Gatzaros never claimed or asserted they might have a claim against the Tribe under the Guaranty Agreement. Accordingly, the District Court denied Papas and Gatzaros' motion for reconsideration, concluding that Papas and Gatzaros offered no excuse for their failure to present evidence and argument concerning the Guaranty Agreement at the prior hearing. This appeal followed.

As will be discussed at length in this Brief, Papas and Gatzaros failed to present any legal basis to support their contention that they might have claims against the Tribe which would be subject to the claims bar order. Even had they

presented such facts or evidence, the District Court would have been justified in approving the settlement and the claims bar order.

STATEMENT OF THE QUESTION PRESENTED

Did the District Court abuse its discretion in approving the claims bar order, when Papas and Gatzaros articulated no viable claims against the Tribe that were subject to the claims bar order?

Did the District Court abuse its discretion in denying Papas and Gatzaros' motion for reconsideration which sought to present evidence that Papas and Gatzaros could have presented at the settlement approval hearing but chose not to?

STATEMENT OF THE CASE

This appeal relates to the bankruptcy of Greektown Holdings, LLC, filed in the Bankruptcy Court for the Eastern District of Michigan, Case No. 08-53104.¹ The Litigation Trustee filed the Adversary Proceeding on May 28, 2010 in the Bankruptcy Court. (Complaint, Bankr. Adv. Pro. RE 1, p. 1-37).² Papas and Gatzaros answered the Complaint, and the Tribe moved to dismiss it, based on the defense of sovereign immunity. (Answer, Bankr. Adv. Pro. RE 10, p. 1-55;

¹ References to the record in the Greektown Holdings Bankruptcy will be "Bankr. RE __, p. __").

² References to the record in the Adversary Proceeding in Bankruptcy Court will be "Bankr. Adv. Pro. RE __, p. __".

Corrected Memorandum in Support of Motion to Dismiss, Bankr. Adv. Pro. RE 9-1, p. 1-29). Papas and Gatzaros did not assert any cross-claims against the Tribe.

Nearly two years later, while the Tribe's motion to dismiss was still pending, the Litigation Trustee and the Tribe entered into a settlement agreement to resolve the claims in the Adversary Proceeding (and other claims relating to the Greektown bankruptcy). The Litigation Trustee filed a motion in the Greektown Holdings Bankruptcy, seeking court approval of the settlement agreement. (Corrected Motion for Order Approving Settlement Agreement between the Litigation Trustee and the Tribe, Bankr. RE 3359, p. 1-39) ("Settlement Approval Motion"). Papas and Gatzaros moved the District Court to withdraw the reference to the Bankruptcy Court concerning the Settlement Approval Motion.³ (Motion to Withdraw Reference, RE 1, Page ID# 1-78). The District Court, pursuant to a stipulation between the parties, withdrew the reference with respect to the Settlement Approval Motion and scheduled a hearing on the Settlement Approval Motion. (Order Withdrawing Reference, RE 5, Page ID# 87-89).

The District Court held an evidentiary hearing to consider approval of the settlement and claims bar order. Following the Settlement Approval Hearing, the District court issued an Opinion and Order granting the Settlement Approval

³ References to the record in the District Court action will be: "RE __, Page ID#__".

Motion (“Opinion and Order”). (Opinion and Order, RE 10, Page ID # 300-330). Thereafter, the District Court entered an order approving the settlement agreement and the claims bar order. (Settlement Order, RE 16, Page ID # 429-431).

Papas and Gatzaros filed a motion for reconsideration of the Settlement Order. (Motion for Reconsideration, RE 17, Page ID # 432-457). The District Court denied the motion for reconsideration. (Order Denying Reconsideration, RE 31, Page ID # 678-683). Papas and Gatzaros filed a notice of appeal. (Notice of Appeal, RE 33, Page ID # 693-737).

STATEMENT OF FACTS

The Adversary Proceeding relates to the bankruptcy of Greektown Casino, LLC and several of its related entities. Greektown Casino opened in November 2000 in downtown Detroit. (Complaint, Bankr. Adv. Pro. RE 1, p. 6). Prior to 2000, Papas and Gatzaros collectively owned 86% of the membership interests in Monroe Partners, LLC (“Monroe”), which in turn owned 50% of Greektown Casino, and thus Papas and Gatzaros held a 43% beneficial interest in Greektown Casino. (Papas/Gatzaros Brief in Support of Motion for Summary Judgment; Bankr. Adv. Pro. RE 266-3, p. 2). On July 28, 2000, Papas and Gatzaros entered into an agreement with Monroe, whereby Monroe redeemed all of their membership interests in Monroe in exchange for specified installment payments. (Id.). Simultaneously, Monroe entered into an agreement with Kewadin

Greektown Casino, LLC (“Kewadin Greektown”), agreeing to sell Kewadin Greektown the membership interests in Monroe formerly owned by Papas and Gatzaros. (Papas/Gatzaros Motion for Reconsideration, RE 17, Page ID # 432, Ex. C, filed under seal).

In connection with the redemption of Papas and Gatzaros’ membership interests in Monroe, the Tribe—on July 28, 2000—entered into the Guaranty Agreement, pursuant to which, under certain limited circumstances, the Tribe agreed to guarantee amounts owed by Monroe to Papas and Gatzaros. (Id., Page ID # 443). The Guaranty Agreement was assigned to Papas and Gatzaros on the same day it was entered into—July 28, 2000.

The Tribe’s payment obligation under the Guaranty Agreement was quite limited, and would only be triggered under certain circumstances. (Id., Page ID # 443-444). The reason the Tribe’s obligation under the Guaranty Agreement was extremely limited was because, at the time the Guaranty Agreement was entered into, the Tribe had already contributed over \$100 million to Greektown Casino. (Third Declaration of Victor A. Matson, Jr., RE 26-1, Page ID # 530-531). Thus, the Tribe only agreed to guarantee the payments to be made to Papas and Gatzaros if the Tribe received distributions from Greektown Casino in excess of an established floor, calculated by the parties on a regular basis. (Id., Page ID # 531).

By 2004, Monroe was in default on its installment payments to Papas and Gatzaros. (Motion For Reconsid., RE 17, Page ID # 447). In February 2005, Papas and Gatzaros each entered into an amended agreement with Monroe, whereby Papas agreed to a cash buy-out of approximately \$95 million, and Gatzaros agreed to a partial buy-out of approximately \$50 million. (Id.). Later in 2005, Greektown Casino sought approval from the Michigan Gaming Control Board to restructure its debt, including the debt owed to Papas and Gatzaros. (Papas/Gatzaros Brief in Support of Motion for Summary Judgment, Bankr. Adv. Pro. RE 266-3, p. 9 of 22).

Greektown Holdings, LLC (“Holdings”) was formed in September 2005 in connection with the refinancing of the debt of Greektown Casino. (Complaint, Bankr. RE 2442, p. 6 of 37). On December 2, 2005, Holdings and a subsidiary issued senior notes in the principal amount of \$185 million. (Id., p. 7 of 37). Proceeds from the note offering were used to make payments to several of the defendants in the Adversary Proceeding, including Papas (approximately \$90 million) and Gatzaros (approximately \$55 million). (Id., p. 8 of 37). The Tribe received a \$6 million payment. (Id., p. 10 of 37).

The Litigation Trustee asserted that these payments to the defendants from the proceeds of the note offering were fraudulent transfers, and the Trustee sought to recover some \$177 million from the defendants. (Id., p. 10 of 37). The

Litigation Trustee further asserted that, even though the Tribe only received \$6 million of the transfers, the Tribe was liable for \$155 million of the transfers, as the party for whose benefit those transfers were made. (Id., p. 8 of 37). The Litigation Trustee asserted that, as a result of the \$155 million in transfers from Holdings to Papas and Gatzaros (and another defendant not involved in this appeal), “obligations owed by the Tribe and [Kewadin] to the Papases and Gatzaroses were discharged and satisfied.” (Id.). Accordingly, the Litigation Trustee sought to recover from the Tribe not just the amount it had received, \$6 million, but an additional \$155 million, which it had not received but for which it allegedly received a benefit.

Although the Tribe moved to dismiss the complaint based on sovereign immunity, the Bankruptcy Court never ruled on that motion to dismiss.

While the Adversary Proceeding was pending, the Tribe sought financing of the Tribe’s operations and placement of the Tribe’s revolving debt. (Declaration of Victor Matson, Jr., RE 7-1, Page ID # 249). The Tribe was unable to secure any financing due to the ongoing Greektown bankruptcy proceedings and, in particular, the fraudulent transfer claims asserted by the Litigation Trustee. (Id., Page ID # 250). On more than one occasion, senior managing officials for outside lending institutions stated that the Tribe was not at that time an attractive lending customer due exclusively to the ongoing fraudulent transfer Adversary Proceeding. (Id.).

According to the Tribe's CFO, the continued existence of the fraudulent transfer actions against the Tribe effectively closed the door to any financing or debt arrangements for the Tribe. (Id.). At the time of the Settlement Approval Hearing, the Tribe was unable to incur any meaningful debt, or refinance existing debt, due to the unwillingness of the financial institutions to deal with the Tribe while the Adversary Proceeding was pending. (Id.).

Thus, the Tribe sought to settle the Adversary Proceeding, on the terms set forth in the settlement agreement entered into between the Tribe and the Litigation Trustee. As noted earlier, the Litigation Trustee sued the Tribe to recover not only the \$6 million the Tribe actually received from Greektown Holdings, but also approximately \$155 million in transfers which the Tribe never received, but for which the Litigation Trustee claimed the Tribe was a beneficiary. This theory was based on the Litigation Trustee's belief "that the [Tribe] Defendants had guaranteed certain obligations to [Papas and Gatzaros] and, therefore, the transfers to [Papas and Gatzaros] were for the benefit of the [Tribe] Defendants by reducing their exposure on these guarantees." (Litigation Trustee Brief in Support of Motion to Approve Settlement, RE 8, Page ID # 280). However, after "extensive investigation and analysis," the Litigation Trustee concluded that "it would be unlikely to prove an indirect benefit to the [Tribe] Defendants from" the \$155 million transfers to Papas and Gatzaros and other defendants. (Id.). Accordingly,

the Litigation Trustee concluded that its claims against the Tribe were “likely limited to recovering \$6 million, the amount directly transferred to the [Tribe] Defendants.” (Id., Page ID # 280-281). The Litigation Trustee and the Tribe agreed to settle the Adversary Proceeding claim for \$2.75 million.

A material condition of the settlement is that claims against the Tribe relating to or arising from the fraudulent transfer claims in the Adversary Proceeding be released or barred. (Matson Declaration, RE 7-1, Page ID # 250). This protection is necessary in order for the Tribe to obtain financing from potential lenders. (Id.). Accordingly, the settlement agreement reached between the Litigation Trustee and the Tribe contains a claims bar order, which bars all persons and entities from asserting any claim against the Tribe, including claims for indemnity or contribution, arising out of or reasonably flowing from the facts or allegations or claims in the Adversary Proceeding. (Settlement Approval Motion, Bankr. RE 3359, Exhibit 2, Settlement Agreement, p. 17 of 34).

Papas and Gatzaros objected to the claims bar order contained in the settlement agreement. (Response Brief in Opposition to Settlement Motion, RE 6, Page ID # 90-118). Papas and Gatzaros complained that the Litigation Trustee had produced less than 100 documents in the entire case, which supposedly impacted their ability to determine if they had any claims against the Tribe. This is a theme repeated in Papas and Gatzaros’ Appellate Brief. (Appellate Brief, pg. 12) (Papas

and Gatzaros “were forced to scramble and identify all potential claims they could raise against the Tribe”). But Papas and Gatzaros fail to acknowledge that one of the documents that was produced in discovery by the Litigation Trustee was the Guaranty Agreement, and they also fail to explain why they needed discovery of the Litigation Trustee to know whether they had claims against the Tribe relating to events that occurred in 2005. (Response Brief in Opposition to Settlement Motion, RE 6, Page ID # 90-118).

Nevertheless, in their Objection filed with the District Court, Papas and Gatzaros identified four potential claims they believed they might have against the Tribe: (1) common law indemnity; (2) potential fraud claim; (3) contribution; and (4) deepening insolvency. (Papas and Gatzaros’ Opposition, RE 6, Page ID # 108-112). Papas and Gatzaros made no mention of a purported contractual indemnification claim or the Guaranty Agreement.

The District Court held a hearing where the Litigation Trustee and the Tribe presented testimony in the form of live witnesses (Lee Buchwald for the Litigation Trustee and Victor Matson, Jr. for the Tribe), in support of the settlement and, in particular, in support of the claims bar order. (*See* Transcript of Settlement Approval Hearing, June 27, 2012, RE 11). Papas and Gatzaros presented no evidence at the Hearing. (TR, RE 11, p. 30). The District Court also heard oral

argument from the parties concerning the settlement agreement and the claims bar order.

In their briefs and at the Settlement Approval Hearing, the Litigation Trustee and the Tribe argued that Papas and Gatzaros failed to articulate any cognizable claims against the Tribe that would be eliminated by the claims bar order. (*See*, Transcript of Settlement Approval Hearing, June 27, 2012, RE 11, Page ID # 360-384). The Litigation Trustee and the Tribe addressed the four potential claims that were raised by Papas and Gatzaros, explaining why, as to each, no such claim existed. (*Id.*, Page ID # 360-385; Page ID # 398-406). No contribution claim exists because there is not a single, indivisible injury from which the defendants could seek contribution from each other under a theory of common liability. And, even if a contribution claim existed, the Tribe would be immune from such claim because the Michigan contribution statute provides that a settlement release discharges the Tribe from claims for contribution. No common law indemnity claim exists because such a claim only exists where a party may be found to be vicariously liable for the acts of another, and there is no allegation that Papas and Gatzaros may be vicariously liable for the acts of the Tribe. No deepening insolvency claim exists because the theory has been rejected by numerous courts and, even if such a claim existed, it is a derivate claim that belongs to Holdings' estate, not Papas and Gatzaros. No fraud claim exists because no

misrepresentations were made to Papas and Gatzaros, any alleged misrepresentation to the Michigan Gaming Control Board resulted in Papas and Gatzaros *receiving* \$145 million, and any such claim—having allegedly occurred in 2005—would be time-barred. Also, at the Settlement Approval Hearing, the Tribe introduced written releases given to the Tribe by Papas and Gatzaros in 2005, in support of their contention that Papas and Gatzaros had released any potential claims against the Tribe in connection with the amounts owed to Papas and Gatzaros at that time. (Supplemental Declaration of Victor A. Matson, Jr., RE 7-2, Page ID # 253-254). Finally, the Tribe pointed to its sovereign immunity, which had not been waived as to any of the potential claims identified by Papas and Gatzaros.

Thus, as Papas and Gatzaros were unable to articulate any basis for any of the four potential claims, they instead focused their argument on their assertion that, since the Litigation Trustee had produced “under 100 documents so far,” it was difficult and “extremely unique” for them to be forced to articulate all of their potential claims against the Tribe. (Transcript, RE 11, Page ID # 389). Papas and Gatzaros did not explain why they needed to rely upon discovery from the Litigation Trustee in 2012 to determine if they had claims against the Tribe arising from facts or events which occurred in 2005—or why, despite two years of

litigation in the Adversary Proceeding, they had no idea if they had any potential claims against other parties.

After the hearing, the District Court issued its Opinion and Order (RE 10, Page ID # 300-330). The District Court cogently analyzed every argument made by Papas and Gatzaros at the Settlement Approval Hearing, and concluded that the settlement and the claims bar should be approved. The District Court found it “significant” that Papas and Gatzaros “have never filed any cross-claims in this Adversary Proceeding against the Settling Defendants,” and that, in Papas and Gatzaros’ earlier-filed motion for summary judgment, there was “no hint or suggestion in that motion that Papas and Gatzaros had potential claims against any of the other Defendants,” nor was there “any such assertion in Papas and Gatzaros’ Answer to the Trustees’ Complaint.” (Opinion and Order, RE 10, Page ID # 308, fn 4). Regarding the releases given the Tribe by Papas and Gatzaros in 2005, the District Court said “Papas and Gatzaros have urged the [Tribe] Defendants to provide the Releases to the lending institutions as ‘proof’ that the Tribe will never face any claims from Papas and Gatzaros, in lieu of insisting on the Claims Bar Order,” and “[c]ertainly, this could fairly be construed as a concession as to the validity of the Releases.” (Opinion and Order, RE 10, Page ID # 318, fn. 8).

The District Court concluded that Papas and Gatzaros “failed to clearly articulate any future claim they may have against the [Tribe] Defendants,” that

they “have no claim to indemnity and no claim to contribution under Michigan or New York law” that they “failed to establish the contours of any possible fraud claim against the [Tribe Defendants,” and that, in any event, any such claim “would be barred by the applicable statute of limitations,” and that Papas and Gatzaros offered “no basis on which the Court could conclude that they are proper parties to bring a claim for ‘deepening insolvency,’ even if such a claim were recognized.” (Opinion and Order, RE 10, Page ID # 326-327). The District Court further concluded that Papas and Gatzaros “failed to address or rebut the [Tribe] Defendants’ argument that, even assuming that Papas and Gatzaros could define such a claim, the Settling Defendants would be entitled to sovereign immunity on any such claim.” (Id.). Accordingly, the Court concluded that it was not compelled to hold another evidentiary hearing to determine the fairness of the settlement agreement “because the Claims Bar Order does not extinguish any possible legal claims Papas and Gatzaros may possess.” (Id., Page ID # 327)

The Litigation Trustee then filed a Notice of Proposed Judgment and Entry of Judgment. (Notice, RE 12, Page ID # 408-410). Papas and Gatzaros filed a Limited Objection to the Notice of Proposed Judgment and Entry of Judgment. (Limited Objection, RE 14, Page ID # 415-422). Papas and Gatzaros’s “sole objection” to the proposed Order was to request that a sentence be included regarding “the Tribe’s agreement at the June 27, 2012 Hearing to cooperate in

discovery with Papas and Gatzaros in a manner equivalent to that which the Tribe has agreed to provide the Litigation Trustee” as embodied in the Opinion and Order. (Limited Objection, RE 14, Page ID # 416). The District Court then entered an order approving the settlement agreement and the claims bar order, and included the language requested by Papas and Gatzaros concerning discovery of the Tribe. (Order, RE 16, 429-431).

Papas and Gatzaros later filed a motion for reconsideration of the Order Approving Settlement. (Mot. Reconsid., RE 17, Page ID # 432-456). The motion for reconsideration argued that, after Papas and Gatzaros reviewed the claims bar order, they conducted “a detailed follow up review of the complex transactional documents initially executed over 12 years ago and amended several times over the years,” which “revealed potential future claims under a Guaranty Agreement against the Tribe.” (Mot. Recon., RE 17, Page ID # 433-434). Papas and Gatzaros asked the District Court to eliminate the claims bar order or revise it to carve out claims which they contend they might have under the Guaranty Agreement.

The Tribe opposed the motion for several reasons. First, prior to filing their motion for reconsideration, Papas and Gatzaros never asserted that they might have a claim under the Guaranty Agreement, despite the fact that the Guaranty Agreement (1) was executed in 2000 and assigned to Papas and Gatzaros in 2000 (and has presumably been in their possession since then); (2) was produced to

counsel for Papas and Gatzaros in discovery in the Adversary Proceeding by the Litigation Trust on or about March 3, 2011, over a year before the settlement motion was filed and over 15 months before the Settlement Approval Hearing on June 27, 2012, (3) was referenced in various briefs submitted to the District Court in support of the proposed settlement; and (4) was the subject of testimony and argument at the Settlement Approval Hearing. (Tribe Defendants' Opposition to Motion for Reconsideration, RE 26, Page ID # 514-534). Quite simply, no mention of the Guaranty Agreement was made by Papas and Gatzaros until they filed their motion for reconsideration, after the Settlement Approval Hearing and the issuance of the Order approving the claims bar order. Second, the Tribe opposed the motion for reconsideration because the Guaranty Agreement did not obligate the Tribe to make any payments to Papas and Gatzaros. The Tribe submitted a declaration of the Tribe's Chief Financial Officer, who stated that, during the time that the Tribe had an indirect ownership interest in the Greentown Casino, it never received distributions that came anywhere near the distribution floor and, accordingly, the Tribe was never obligated under the Guaranty Agreement to guarantee or make payments to Papas and Gatzaros. (Third Declaration of Victor A. Matson, Jr., RE 26-1, Page ID # 530-531). The Tribe ceased to have an indirect ownership interest in Greentown Casino on June 30, 2010, and has not received distributions from Greentown Casino since December

2006. Thus, the funding obligations under the Guaranty Agreement were never triggered and will never be triggered. (Id., Page ID # 530-531). This evidence was uncontroverted.

The District Court denied the motion for reconsideration on September 27, 2012. (Order, RE 31, Page ID # 678-683). On October 25, 2012, Papas and Gatzaros filed a notice of appeal. (Notice of Appeal, RE 33, Page ID # 693-737).

STANDARD OF REVIEW

The approval of a settlement agreement is reviewed under an abuse of discretion standard. Akkala v. Lake Shore, Inc., 82 F.3d 417 (6th Cir. 1996); Lyndon Prop. Ins. Co. v. Katz, 196 F. App'x 383, 386 (6th Cir. 2006) (a bankruptcy court's approval of a settlement is reviewed for an abuse of discretion).

In this Circuit, motions for reconsideration are treated as Rule 59(e) motions. Chrysler Motors Corp. v. Country Chrysler, Inc., 884 F.2d 578 (6th Cir. 1989); Huff, 675 F.2d at 122. A district court's ruling on a motion for reconsideration is generally reviewed for an abuse of discretion. Huff v. Metropolitan Life Ins. Co., 675 F.2d 119, 122 (6th Cir.1982); Madison v. George E. Fern Co., 54 F. App'x 600, 603 (6th Cir. 2002).

Only where the reviewing court is firmly convinced that the district court erred will it find an abuse of discretion. Hardyman v. Norfolk & Southern Railway Co., 243 F. 3d 255, 258 (6th Cir. 2001) (citations omitted). Deference to the district

court's decisions “is the hallmark of abuse of discretion review.” Id. An abuse of discretion standard of review is highly deferential. Id., at 267. Under an abuse of discretion, an appellate court may overturn a lower court's ruling only if it finds that the ruling was arbitrary, unjustifiable or clearly unreasonable. Id., citing Plain Dealer Pub. Co. v. City of Lakewood, 794 F.2d 1139, 1148 (6th Cir.1986).

SUMMARY OF ARGUMENT

Courts, particularly in cases involving bankruptcies, often approve claims bar orders in the context of settlements. Several justifications for entering bar orders exist in bankruptcy cases. First, public policy strongly favors pretrial settlement in all types of litigation because such cases, depending on their complexity, can occupy a court’s docket for years on end, depleting the resources of parties and taxpayers while rendering meaningful relief increasingly elusive. Second, litigation costs are particularly burdensome on a bankrupt estate given the financial instability of the estate. Finally, bar orders play an integral role in facilitating settlement, because defendants buy little peace through settlement unless they are assured that they will be protected against codefendants’ efforts to shift their losses through cross-claims for indemnity, contribution, and other causes related to the underlying litigation.

The claims bar order is a material condition of the settlement between the Litigation Trustee and the Tribe. The Tribe required the claims bar order to enable

it to obtain financing from its lenders. Papas and Gatzaros were provided notice of the proposed settlement, including the claims bar order, were given an opportunity to submit briefs to the District Court, and were given an opportunity to present evidence and argument to the District Court, in support of their contention that the claims bar order should not be approved. Papas and Gatzaros articulated four potential claims they believed they might have against the Tribe, which would be subject to the claims bar order. The District Court properly considered the four potential claims and correctly determined that, as a matter of law, no such claims existed and the claims bar order should be approved.

Following the entry of the order approving the claims bar order, Papas and Gatzaros claim to have conducted a review of certain documents which they had in their possession for at least a year prior to the Settlement Approval Hearing (and likely since 2000). Based on this review, Papas and Gatzaros filed a motion for reconsideration, claiming they might have a claim against the Tribe under the Guaranty Agreement, and the claims bar order should not apply to any such claim. The District Court correctly and properly rejected the motion for reconsideration, because Papas and Gatzaros were improperly using the motion to present claims or evidence which they could have presented earlier, in connection with their objection to the Settlement Approval Motion. And, although the District Court did not reach the issue, it is uncontroverted that Papas and Gatzaros have no claim

under the Guaranty Agreement, because the distribution floor was never reached and thus the payment obligation of the Tribe was never triggered.

The District Court did not abuse its discretion in approving the settlement agreement and the claims bar order, nor did it abuse its discretion in denying Papas and Gatzaros' motion for reconsideration.

ARGUMENT

I. THE DISTRICT COURT DID NOT ABUSE ITS DISCRETION IN APPROVING THE CLAIMS BAR ORDER

The Federal Rules of Bankruptcy Procedure specifically grant a trustee the authority to seek a compromise or settlement of claims available to the debtor, upon motion and after notice and a hearing. See Fed. R. Bankr.P. 9019(a); In re Baird, 49 Fed.Appx. 528, 530 (6th Cir. 2002); In re MQVP, Inc., 477 F. Appx. 310, 312-13 (6th Cir. 2012). Although the court may not rubber stamp the settlement or merely rely upon the trustee's word that the settlement is reasonable, the court need not hold a mini-trial or write an extensive opinion every time he approves or disapproves a settlement. Id. "The judge need only apprise himself of the relevant facts and law so that he can make an informed and intelligent decision, and set out the reasons for his decision." MQVP, Inc., 477 Fed. Appx. at 313, quoting In re Fishell, 1995 WL 66622, at *2 (6th Cir. February 16, 1995).

Several justifications for entering bar orders exist in bankruptcy cases. First, public policy strongly favors pretrial settlement in all types of litigation because

such cases, depending on their complexity, “can occupy a court’s docket for years on end, depleting the resources of parties and the taxpayers while rendering meaningful relief increasingly elusive.” Matter of Munford, Inc., 97 F.3d 449, 455 (11th Cir. 1996), quoting U.S. Oil & Gas v. Wolfson, 967 F.2d 489, 493 (11th Cir. 1992). Second, litigation costs are particularly burdensome on a bankrupt estate given the financial instability of the estate. Id. Third, “‘bar orders play an integral role in facilitating settlement.’ This is because ‘defendants buy little peace through settlement unless they are assured that they will be protected against codefendants’ efforts to shift their losses through cross-claims for indemnity, contribution, and other causes related to the underlying litigation.’” Id.

Papas and Gatzaros contend that the District Court “ignored basic concepts of due process and fairness” in approving the claims bar order. (Appellants’ Brief, pg. 29). They are wrong. “Many times over the Supreme Court has made clear that there are two basic due process requirements: (1) notice, and (2) an opportunity to be heard.” Flaim v. Medical College of Ohio, 418 F.3d 629, 634 (6th Cir. 2005); Grannis v. Ordean, 234 U.S. 385, 394, 34 S.Ct. 779, 58 L.Ed. 1363 (1914) (“The fundamental requisite of due process is the opportunity to be heard.”). Papas and Gatzaros were given notice of the Settlement Approval Hearing, they submitted written briefs outlining their objections to the claims bar order, and they participated in the evidentiary hearing, cross-examining witnesses

and presenting oral argument. They chose not to present any of their own evidence. Their due process rights were fully protected by the procedure followed by the District Court.

The District Court properly sought to determine whether Papas and Gatzaros had a viable claim subject to the claims bar order. McDannold v. Star Bank, N.A., 261 F.2d 478, 488 (6th Cir. 2001) (remanding case to district court for determination of non-settling defendants' claimed right of contribution but expressing no opinion as to the need for an evidentiary hearing); In re Solar Cosmetic Labs, Inc., 2010 WL 3447268 *3 (Bankr. S.D. Fla. Aug. 27, 2010) (non-settling defendant failed to demonstrate that it had a claim against settling party and thus court did not need to reach the issue of the likelihood of success of such claim because non-settling defendant "provided no plausible basis to suggest that any such claim exists.").

Papas and Gatzaros were given a full and fair opportunity to present evidence and argument to the District Court to demonstrate that they had viable claims against the Tribe which would be subject to the proposed claims bar order. Papas and Gatzaros failed miserably, as they were unable to articulate any cognizable claims against the Tribe. Accordingly, the District Court properly approved the claims bar order.

Papas and Gatzaros contend that the claims bar order is “breathtaking” in its scope. (Appellate Brief, pg. 27). It is not. The claims bar order is limited to claims against the Tribe “arising out of or reasonably flowing from the facts or allegations or claims” in the Adversary Proceeding. The propriety of a settlement bar order “should turn upon the interrelatedness of the claims that it precludes, not the labels which parties attach to those claims.” U.S. Oil and Gas Litigation, 967 F.2d 489, 496 (11th Cir. 1992). Thus, “if the [claims] that the district court seeks to extinguish through the entry of the bar order arise out of the same facts as those underlying the litigation, then the district court may exercise its discretion to bar such claims in reaching a fair and equitable settlement.” Id.

Papas and Gatzaros attempt to portray themselves as victims of a process involving “fundamental unfairness,” that began when the Tribe “blindsided” them with the proposed claims bar order, forcing Papas and Gatzaros “to scramble” in order “to conjure up all such potential hypothetical claims at the beginning of discovery and in a manner of weeks,” “years before they otherwise should have been required” to do so. (Appellants’ Brief, pg. 3, 12, 28, and 29). Papas and Gatzaros accuse the District Court of “slant[ing] its analysis to protect the Tribe and their settlement with the Litigation Trustee, while at the same time creating a fundamentally unfair result for Papas and Gatzaros.” (Appellants’ Brief, pg. 28).

In reality, Papas and Gatzaros had years to determine whether they had any claims against the Tribe. The transfers occurred in 2005. Monroe defaulted on its remaining payment to Gatzaros no later than 2008, when it filed for bankruptcy protection. Yet Papas and Gatzaros never asserted any claims against the Tribe, under the Guaranty Agreement or otherwise. The reason is simple: they have no claims against the Tribe.

In any event, upon being apprised of the proposed claims bar order, Papas and Gatzaros were given even more time to present the District Court, in briefs and at the Settlement Approval Hearing, a basis to show that they had legal claims against the Tribe which were being barred by the proposed claims bar order. The Litigation Trustee filed its Settlement Approval Motion, with the proposed claims bar order, on April 13, 2012. Papas and Gatzaros were given until June 14, 2012, to file their objection to the claims bar order with the District Court. Additionally, they were given the opportunity to present evidence at the Settlement Approval Hearing on June 27, 2012 (they chose not to) and to make oral argument to the District Court. Papas and Gatzaros never asked for more time to investigate their potential claims. They simply chose to attack the process, and in doing so, essentially admitted they were unable to identify any claim they had against the Tribe that would be barred by the proposed claims bar order.

Papas and Gatzaros assert that, because “there had been no depositions, no expert disclosure, and very few documents exchanged, it was impossible for Papas and Gatzaros to determine all of the claims they may have against the Tribe.” (Appellants’ Brief, pg. 13-14). This is nonsense. The operative events took place in 2005. Monroe and Greektown Casino went bankrupt in 2008, with Monroe defaulting on the payments due to Gatzaros. By the time of the Settlement Approval Hearing, the Adversary Proceeding had been pending for over two years. Papas and Gatzaros served discovery requests on the Litigation Trustee over a year before the Settlement Approval Motion was filed, receiving approximately one hundred responsive documents, including the Guaranty Agreement which is the subject of this appeal. If Papas and Gatzaros had claims against the Tribe arising out of facts or events which occurred in 2005, they should have promptly taken action and, in any event, they certainly would have been aware of any such claims by 2012.

Papas and Gatzaros argue that the Tribe “raised one purported hurdle after another in seeking their limitless and overbroad Claims Bar Order, raising such issues as sovereign immunity and statute of limitations.” (Appellants’ Brief, pg. 14). Papas and Gatzaros apparently believe that the defenses of sovereign immunity and statute of limitations should not apply to whatever “hypothetical” claims they might be able to “conjure up.” This too is nonsense. Papas and

Gatzaros cannot seriously contend that the statute of limitations is suspended until years in the future, while they wait to conduct discovery to determine if they might have claims against the Tribe. To the extent Papas and Gatzaros believe they might have a viable claim against the Tribe, any reasonable analysis of such claim requires consideration of potential defenses to such claims, including sovereign immunity and statute of limitations.

Papas and Gatzaros cannot even at this time articulate any claim that they contend has been barred by the claims bar order. They simply state in their Appellate Brief: “Using the operative Complaint in which an ‘indirect theory’ of liability was asserted against the Tribe, Papas and Gatzaros argued that they had potential claims against the Tribe for indemnity and/or contribution. They also could have a potential fraud claim if it was found through discovery that the Tribe submitted false projections and other financial information to the various parties and the MGCB [Michigan Gaming Control Board], misleading them into the transaction. These were just examples of potential claims.” (Appellants’ Brief, pg. 14). The District Court considered those very arguments and correctly concluded that Papas and Gatzaros had failed to articulate any legitimate legal claim they had against the Tribe.

As to a possible common law indemnity claim, the District Court properly concluded that such a claim was not available to Papas and Gatzaros because the

Complaint asserted that they were directly liable for the transfers they received and there was no allegation that they were without fault or somehow vicariously liable for the transfers made to the Tribe. (Opinion and Order, RE 10, Page ID # 313-314) (The Litigation Trustee's original indirect benefit theory "sought to hold the [Tribe] Defendants indirectly liable for Papas and Gatzaros' fraudulent conduct—not the other way around.") (citing Fishbach-Natkin, Inc. v. Shimizu America Corp., 854 F. Supp. 1294 (E.D. Mich. 1994); see also Farmer v. Christensen, 229 Mich. App. 417, 426, 581 N.W. 2d 807, 812 (1998).

As to a possible contribution claim, the District Court properly concluded that the allegedly fraudulent transfers in the Adversary Proceeding are directly traceable to the individuals who received them and thus, a contribution claim does not exist because there is no "common injury" in which Papas and Gatzaros share. (Opinion and Order, RE 10, Page ID # 315, citing Gerling Konzern Allgemeine Versicherungs AG v. Lawson, 472 Mich. 44, 56 (2005)). The District Court further found that, under both Michigan and New York law, the settlement agreement between the Litigation Trustee and the Tribe relieves the Tribe from any claim for contribution from Papas and Gatzaros. (Opinion and Order, RE 10, Page ID # 16-17, citing N.Y. Gen. Oblig. § 15-108(b); Mich. Comp. Laws § 600.2925(d)). Finally, the District Court found that, under current law, set-off rights have been replaced by the statutory directive that, in the case of joint

tortfeasors, the trier of fact must allocate liability in direct proportion to each individual tortfeasor's percentage of fault. (Opinion and Order, RE 10, Page ID # 18, citing Mich. Comp. Laws § 600.2957(1) and Markley v. Oak Health Care Investors of Coldwater, Inc., 255 Mich. App. 245, 255 (2003) and Wrobbel v. Int'l Brotherhood of Electrical Workers, 2010 WL 940279, at *5 (E.D. Mich. March 12, 2010).

As to a possible fraud claim, the District Court properly concluded that, as Papas and Gatzaros asserted only that they may have been defrauded into receiving \$145 million in transfers, based upon allegedly overly optimistic projections the Tribe provided to the MGCB, it was “difficult to see how these allegations could support a fraud claim under Michigan law.” (Opinion and Order, RE 10, Page ID # 319) (“Papas and Gatzaros do not allege that any misrepresentations were made to them—they allege that the Tribe misled the MGCB. Nor do they describe how they, as opposed to the MGCB who approved the transfers, relied on these projections. Nor do they establish how the payment to them of \$145 million caused them injury.”)(citing Future Now Enterprises, Inc. v. Foster, 680 F.Supp.2d 420 (E.D. Mich. 2012). Moreover, the District Court properly concluded that any fraud claim would be barred by Michigan's 6-year statute of limitations, which begins to run when the allegedly fraudulent statement is made (in this case, 2005).

(Opinion and Order, RE 10, Page ID # 319-320, citing Future Now Enterprises, 2012 WL 917811, at *6).

Papas and Gatzaros were unable to establish that they had a cognizable claim against the Tribe that was subject to the claims bar order. Accordingly, the District Court properly concluded that approval of the claims bar order was warranted. Tellingly, Papas and Gatzaros do not devote any space in their Appellate Brief to try to support or justify any of the four potential claims which they identified in connection with the Settlement Approval Motion and Hearing. The only potential claim they address in their Brief is their purported claim for indemnification under the Guaranty Agreement.

II. THE DISTRICT COURT DID NOT ABUSE ITS DISCRETION IN DENYING PAPAS AND GATZAROS' MOTION FOR RECONSIDERATION

In their Motion for Reconsideration, Papas and Gatzaros argued that, at the time they objected to the settlement, “the objections logically relied on potential claims that could exist by virtue of the Tribe’s dismissal, including indemnity, contribution, possible fraud, and the like.” (Motion for Reconsid., RE 17, Page ID # 433). Papas and Gatzaros admit that, not until after the Settlement Approval Hearing and after the District Court approved the claims bar order, did they decide to conduct a “detailed follow up review of the complex transaction documents

initially executed over 12 years ago,” which “revealed the potential future claims under the Guaranty Agreement against the Tribe.” (Id., Page ID # 433-434).

In other words, although the Guaranty Agreement was assigned to Papas and Gatzaros the day it was executed, July 28, 2000, and was presumably in their possession ever since, and was produced by the Litigation Trustee to Papas and Gatzaros in discovery in the Adversary Proceeding in early 2011, over a year before the proposed claims bar order was submitted to the court, Papas and Gatzaros didn’t bother to review and consider the Guaranty Agreement until after the District Court conducted the Settlement Approval Hearing and issued its Opinion and Order.

In denying Papas and Gatzaros’ motion for reconsideration, the District Court correctly held that such a motion is not properly used as a vehicle to re-hash old arguments or to advance positions that could have been argued earlier but were not. (Order Denying Reconsideration, RE 31, Page ID # 681, citing Smith v. Mount Pleasant Public Schools, 298 F. Supp. 2d 636, 637 (E.D. Mich. 2003)).

Motions for reconsideration are construed as motions to alter or amend the judgment under Federal Civil Rule 59(e). In re Akron Cleveland Auto Rental, Inc., 891 F.2d 289 (6th Cir. 1989). Motions to alter or amend judgment may be granted if there is newly discovered evidence. GenCorp, Inc. v. Am. Int’l Underwriters, 178 F.3d 804, 834 (6th Cir. 1999). To constitute “newly discovered evidence,” the

evidence must have been previously unavailable. Id. A district court does not abuse its discretion when declining to consider, on a motion for reconsideration, evidence that was available but not presented by the objecting part. Basinger v. CSX Transportation, Inc., 1996 WL 400182 at *2 (6th Cir. July 16, 1996) (finding no abuse of discretion where district court declined to consider, on a motion for reconsideration, evidence that was available but not presented at the time the moving party contested summary judgment).

Papas and Gatzaros don't dispute that they had the Guaranty Agreement long before the Settlement Approval Hearing or that they could have asserted at the Settlement Approval Hearing that they believed they had a claim against the Tribe under the Guaranty Agreement. They simply try to dance around the fact that the Guaranty Agreement had been in their possession for years and they didn't get around to looking at it until after the claims bar order was approved by the District Court.

In an attempt to avoid the ramifications of not having presented their position in a timely manner to the District Court, Papas and Gatzaros argue that whether the terms of the Guaranty Agreement have been triggered remains an open question and their claims under the Guaranty Agreement are "not even ripe for adjudication." (Appellants' Brief, pg. 33, 34). This is not true. The Tribe's guarantee obligations under the Guaranty Agreement would only be triggered if it

received distributions from the Greektown Casino in excess of an agreed-upon floor. It is uncontradicted that the Tribe never received distributions that came anywhere near the distribution floor. (Matson Third Declaration, RE 26-1, Page ID # 531). The Tribe last received a distribution from Greektown Casino in December 2006. (Matson Third Declaration, RE 26-1, Page ID # 531). Accordingly, the Tribe was never obligated under the Guaranty Agreement to guarantee or make payments to Papas and Gatzaros. (Id.). This is a fact that has never been disputed by Papas and Gatzaros. Moreover, it is a fact that is not subject to some future event. The Tribe long ago stopped receiving distributions from Greektown Casino. The distributions never reached the distribution floor. There is no future occurrence or event that will change this fact.

Moreover, the fact that the Guaranty Agreement was never and will never be triggered because of the distribution floor was a focus of the Settlement Approval Hearing. The Litigation Trustee advised the District Court that it had determined that it was unlikely to prevail under its “indirect benefit” theory, under which it sought to recover approximately \$155 million from the Tribe, because the Tribe’s guarantee obligations were never triggered, specifically stating that the Trustee had determined that the Tribe’s “guarantee exposure didn’t exist and, therefore, there was no indirect benefit because if there’s no guarantee, there’s no reduction in

exposure that would suffice under Sixth Circuit law.” (Hearing Transcript, RE 11, Page ID # 366-367).

Despite this direct discussion of the Tribe’ guarantee obligations in both the briefs and at the Settlement Approval Hearing, Papas and Gatzaros not once argued that the guarantee obligations had been triggered or were still in force, nor did they suggest that they might have a claim against the Tribe under the Guaranty Agreement. Papas and Gatzaros did not even question either of the two witnesses at the Hearing, Lee Buchwald and Victor Matson, about the Guaranty Agreement or whether the Tribe had received sufficient distributions from Greentown Casino to trigger the guarantee obligations. And, during oral argument at the Settlement Approval Hearing, the Litigation Trustee emphasized this fact, explaining that Papas and Gatzaros had not asserted a claim against the Tribe for contractual indemnification, noting specifically that “if there was a guarantee obligation...I’m sure that Papas and Gatzaros, for whose benefit that guarantee would have been made, would have pointed it out to the Court.” (Hearing Transcript, RE 11, Page ID # 368).

Thus, Papas and Gatzaros remained completely silent on the guarantee issue during the Settlement Approval Hearing and waited until after the Settlement Approval Hearing, after the District Court issued its Opinion and Order, and after Papas and Gatzaros submitted a limited objection to the order language, to request

that the District Court carve out an exception from the claims bar order, for purported claims Papas and Gatzaros might have under the Guaranty Agreement. The District Court rejected the motion, explaining that Papas and Gatzaros did not dispute that (a) the Guaranty Agreement was executed in 2000 and was presumably in their possession ever since then; and (b) the Guaranty Agreement was among documents produced to Papas and Gatzaros by the Litigation Trustee in March 2011, over a year before the Court received briefing and held argument on the settlement agreement. (Order Denying Motion for Reconsid., RE 31, Page ID # 678-683). The District Court properly determined that “despite having been given the opportunity to present to this Court, both in briefing and in argument, any potential claim that they may have now or in the future against the Tribe, at no point did Papas and Gatzaros ever submit to the Court the Guaranty Agreement or even hint that they may have a claim or legal theory of recover based on the Guaranty Agreement.” (Id., Page ID # 682).

Accordingly, the District Court did not abuse its discretion in denying Papas and Gatzaros’ motion for reconsideration.

CONCLUSION

The District Court's order approving the claims bar order should be affirmed, as should its order denying Papas and Gatzaros' motion for reconsideration.

Respectfully submitted,

/s/ Grant S. Cowan

Grant S. Cowan

FROST BROWN TODD LLC

3300 Great American Tower

301 East Fourth Street

Cincinnati, Ohio 45202

(513) 651-6800

(513) 651-6981 (facsimile)

gcowan@fbtlaw.com

*Counsel for Appellees Sault Ste. Marie Tribe
of Chippewa Indians and Kewadin Casinos
Gaming Authority*

CERTIFICATION OF COMPLIANCE

I hereby certify that this Brief of Appellees the Sault Ste. Marie Tribe of Chippewa Indians and Kewadin Casinos Gaming Authority complies with the type-volume limitation of Fed. R. App. P. 32(a)(7). Excluding the corporate disclosure statement, table of contents, table of authorities, certification of compliance, and certification of service, this brief contains 8,249 words.

/s/ Grant S. Cowan

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of March, 2013, I electronically filed the Brief for Appellees the Sault Ste. Marie Tribe of Chippewa Indians and Kewadin Casinos Gaming Authority with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all registered counsel of record.

/s/Grant S. Cowan

DESIGNATION OF RELEVANT DISTRICT COURT DOCUMENTS

Pursuant to Sixth Circuit Rule 30(b), Defendants/Appellees The Sault Ste. Marie Tribe of Chippewa Indians and Kewadin Casinos Gaming Authority designate the following relevant district court documents:

DESCRIPTION OF ENTRY	DATE	RECORD ENTRY NO.	PAGE ID #
United States District Court for the Eastern District of Michigan Southern Division Case No. 2:12-cv-12340-PDB-RSW			
Order (1) Withdrawing the Reference with Respect to <i>Corrected</i> Motion for Order Approving Settlement Agreement Between Buchwald Capital Advisors LLC, in its Capacity as the Litigation Trustee and Distribution Trustee, and Sault Ste. Marie Tribe of the Chippewa Indians and Kewadin Casinos Gaming Authority; (2) Setting Hearing Date; and (3) Revising the Briefing Schedule Attached to the Parties' June 5, 2012 Stipulation to Entry of Order Withdrawing the Reference (Dkt. No. 4, Ex. A)	6-6-12	5	87-89
Papas and Gatzaros Response Brief in Opposition to Tribe Settlement Motion	6-14-12	6	90-118
Limited Response of the Sault Ste. Marie Tribe of Chippewa Indians and Kewadin Casinos Gaming Authority to Papas and Gatzaros Defendants' Response Brief in Opposition to the Tribe Settlement Motion	6-21-12	7	229-270
Declaration of Victor Matson, Jr.	6-21-12	7-1	249-251
Supplemental Declaration of Victor Matson, Jr. with copies of Papas and Gatzaros	6-21-12	7-2	253-270

Releasees			
Litigation Trustee Brief in Support of Settlement	6-21-12	8	271-294
Opinion and Order Granting Corrected Motion for Order Approving Settlement Agreement Between Buchwald Capital Advisors LLC, in its Capacity as the Litigation Trustee and Distribution Trustee, and Sault Ste. Marie Tribe of Chippewa Indians and Kewadin Casinos Gaming Authority (Bankr. Dkt. No. 3359)	7-13-12	10	300-330
Transcript for Motion for Order to Approve Settlement Agreement (Wednesday June 27, 2012 at 2:16 p.m.)	7-16-12	11	331-407
Papas and Gatzaros Defendants' Limited Objection to Notice Pursuant to E.D. Mich. LR 58.1 of Proposed Judgment and Entry of Judgment	7-26-12	14	415-422
Order Approving Settlement Agreement Between Buchwald Capital Advisors LLC, in its Capacity as the Litigation Trustee and Distribution Trustee, and Sault Ste. Marie Tribe of Chippewa Indians and Kewadin Casinos Gaming Authority and Entry of Claims Bar Order	8-9-12	16	429-431
Defendants Dimitrios ("Jim") Papas, Viola Papas, Ted Gatzaros and Maria Gatzaros' Motion for Reconsideration and/or Clarification of August 9, 2012 Order Approving Settlement with Expansive Claims Bar	8-23-12	17	432-457
Guaranty Agreement – Exhibit D to Defendants Dimitrios ("Jim") Papas, Viola Papas, Ted Gatzaros and Maria Gatzaros' Motion for Reconsideration and/or Clarification of August 9, 2012 Order Approving Settlement with Expansive Claims Bar	8-23-12	20	SEALED
Limited Response of the Sault Ste. Marie	9-11-12	26	514-531

Tribe of Chippewa Indians and Kewadin Casinos Gaming Authority to the Papas and Gatzaros Defendants' Motion for Reconsideration/Clarification			
Third Declaration of Victor Matson, Jr.	9-11-12	26-1	530-531
Declaration of Grant S. Cowan in Connection with Tribe Defendants' Limited Response to Papas and Gatzaros Defendants' Motion for Reconsideration/Clarification	9-11-12	27	532-535
Order (1) Granting the Papas and Gatzaros Defendants' Motion for Leave to File a Reply Brief in Support of Their Motion for Reconsideration (ECF No. 30) and (2) Denying the Papas and Gatzaros Defendants' Motion for Reconsideration and/or Clarification of the Court's August 9, 2012 Order Approving the Settlement Agreement Between the Tribe Defendants and the Trustees (ECF No. 17)	9-27-12	31	678-683
Notice of Appeal of Defendants Dimitrios ("Jim") Papas, Viola Papas, Ted Gatzaros and Maria Gatzaros'	10-25-12	33	693-737

United States Bankruptcy Court for the Eastern District of Michigan Southern Division Case No. 08-53104			
<i>Corrected</i> Motion for Order Approving Settlement Agreement Between Buchwald Capital Advisors LLC, in its Capacity as the Litigation Trustee and Distribution Trustee, and Sault Ste. Marie Tribe of Chippewa Indians and Kewadin Casinos Gaming Authority	4-13-12	3359	1-34
Buchwald Capital Advisors LLC's Response in Support of <i>Corrected</i> Motion for Order Approving Settlement Agreement Between Buchwald Capital Advisors LLC,	5-29-12	3423	1-14

in its Capacity as the Litigation Trustee and Distribution Trustee, and Sault Ste. Marie Tribe of Chippewa Indians and Kewadin Casinos Gaming Authority			
United States Bankruptcy Court for the Eastern District of Michigan Southern Division Adv. Pro. No. 10-05712			
Complaint	5-28-10	1	1-37
Papas and Gatzaros Answer to Complaint	6-28-10	10	1-55

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