UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF KENTUCKY
LEXINGTON DIVISION

IN RE

BEN ABBAS AFSHARI **CASE NO. 14-51879**

DEBTOR

ORDER DENYING MOTION TO SELL

Phaedra Spradlin, the chapter 7 trustee (the "Trustee"), requests approval of her Motion for Order Pursuant to 11 U.S.C. §§ 105(a) and 363(b) Authorizing Sale of Patent Assets Free and Clear of Liens, Claims, Interests and Encumbrances. [ECF Nos. 69 and 77.] The Debtor and the United States Trustee both object because the Trustee abandoned the estate's interest in all but one of the patents subject to sale when the case was closed. [ECF Nos. 75, 76 and 78.] A hearing was held on June 29, 2017, and the matter is ready for a decision.

I. FACTS.

A. The Bankruptcy Case.

The Debtor, Ben Abbas Afshari, filed a voluntary chapter 7 bankruptcy petition on August 14, 2014. The Debtor filed his initial schedules on September 18, 2014. [ECF No. 19, p. 9; *see also* ECF Nos. 38, 47 (amended Schedules I and J)]. The first meeting of creditors required by 11 U.S.C. § 341 occurred September 30, 2014. [ECF No. 21.]

On October 9, 2014, the United States Trustee reported that the filing was presumed abusive pursuant to 11 U.S.C. § 707(b) [ECF No. 22] and filed a motion to dismiss the case [ECF No. 26]. The Debtor's responses [ECF Nos. 39 and 46] and amended schedules [ECF No. 47] apparently satisfied the Trustee because the motion to dismiss was withdrawn on May 1, 2015. [ECF No. 48.] The discharge order followed on May 4, 2015. [ECF No. 49.]

On May 27, 2015, the Trustee filed her report of no distribution, which provided:

> Chapter 7 Trustee's Report of No Distribution: I, Phaedra Spradlin, having been appointed trustee of the estate of the above-named debtor(s), report that I have neither received any property nor paid any money on account of this estate; that I have made a diligent inquiry into the financial affairs of the debtor(s) and the location of the property belonging to the estate; and that there is no property available for distribution from the estate over and above that exempted by law. Pursuant to Fed R Bank P 5009, I hereby certify that the estate of the above-named debtor(s) has been fully administered. I request that I be discharged from any further duties as trustee. Key information about this case as reported in schedules filed by the debtor(s) or otherwise found in the case record: This case was pending for 10 months. Assets Abandoned (without deducting any secured claims): $ 661400.00, Assets Exempt: $ 8105.61, Claims Scheduled: $ 1106945.52, Claims Asserted: Not Applicable, Claims scheduled to be discharged without payment (without deducting the value of collateral or debts excepted from discharge): $ 1106945.52. Filed by Phaedra Spradlin. (Spradlin, Phaedra)

[ECF No. 51.] The Clerk of Court then docketed the final decree closing the case on June 29, 2015. [ECF No. 52.]

On June 8, 2016, almost a year later, the United States Trustee filed a Motion to Reopen Case because "the trustee had obtained information of a potential asset that could be administered for the benefit of creditors." [ECF No. 53.] The Motion was granted the next day and the Trustee was reappointed to investigate. [ECF Nos. 54 and 55.]

The Debtor amended Schedules B and C on June 17, 2016. [ECF No. 58.] On July 28, 2017, the Trustee filed a motion for a Rule 2004 examination [ECF No. 59] that was approved after the usual 3-day waiting period. [ECF No. 60.] The record does not reveal any action through the end of 2016, so an Order was entered January 12, 2017, requiring the Trustee to file a final account or report by January 26, 2017. [ECF Nos. 62.] The Trustee responded by filing the Trustee's Status Report on January 16, 2017, which provided:

> Trustee advises the Court that she has reviewed documents provided to her by Debtor and has discussed several pending lawsuits brought by Debtor after the filing of his petition. Trustee is preparing to hire counsel to go forward with resolution of

these law suits and to assist in the liquidation of assets of the bankruptcy estate. [ECF No. 63.]

On March, 2, 2017, the Debtor moved to close the case, arguing the Trustee had taken no action. [ECF No. 64.] The Debtor noted, among other arguments, that the Trustee had not sought permission to hire counsel, as promised in her Status Report. [*Id.*] The Trustee objected on March 14, 2017, indicating she was "in the process of liquidating patents" and might file an adversary proceeding. [ECF No. 65.] The Trustee also revealed a serious illness that justified some delay. [*Id.*] The parties withdrew their respective papers before a hearing was held. [ECF Nos. 67 and 72.]

The Trustee then filed the underlying Motion on May 17, 2017, which attached an unsigned Purchase Agreement. The Purchase Agreement proposes to transfer the hereafter described Patents and Omitted Patent for $75,000.00. [ECF No. 69.] The Motion is resolved by this Order.

B. <u>The Assets</u>.

1. The Patents.

The initial Schedule B lists fifteen United States patents for archery-related designs (the "Patents"). [ECF No. 19, p. 9; *see also* ECF Nos. 38, 47 (amended Schedules I and J)]. The Debtor did not attribute any value to the Patents on his initial Schedule B. [ECF No. 19, p. 9.] The Debtor testified at his § 341 meeting that he thought the Patents had "no value because people copied them so much --." [ECF No. 76, Exhibit 1, p. 17.]

Despite this information, the Debtor amended Schedule B to increase the value of the Patents to $100,000.00 six days after the United States Trustee reopened his case. [ECF No. 58, p. 5.] The Debtor also amended Schedule C, exempting $11,870.00 of the Patents' value pursuant to 11 U.S.C. § 522(d)(5).

The Purchase Agreement proposes to sell United States Patent No. B522,083 (the "Omitted Patent"), in addition to the Patents. The Omitted Patent was never listed on the Debtor's schedules, but the Debtor does not deny ownership. The Debtor also does not argue the Trustee administered or abandoned the Omitted Patent.

2. Bear Archery Litigation.

The Statement of Financial Affairs requests a list of pending litigation at Section 4. The Debtor disclosed several lawsuits, including a pending action involving Bear Archery, Inc. in the United States District Court for the Southern District of Indiana (the "Bear Archery Litigation"). The Debtor did not list the Bear Archery Litigation as an asset on his initial or amended Schedule B.

3. The Debtor's Residence.

The Debtor listed a house in Lexington, Kentucky, on his initial Schedule A. [ECF No. 19, p. 7.] He owns the residence as a joint tenant with his wife and valued his ownership of the property at $661,400.00. He also disclosed a mortgage lien held by JP Morgan Chase Bank National Association valued at $1,008,000.21. [*Id.*]

The Debtor filed his verified Supplemental Rebuttal of Presumption of Abuse on April 14, 2015. [ECF No. 46.] The Supplemental Rebuttal acknowledged the bank had obtained an order for relief from the stay, but indicated the Debtor planned to live in the house until the foreclosure sale occurred. [*Id.*; *see also* ECF No. 46.] Also, the Debtor and his wife were separated and she no longer lived in the residence. [*Id.*]

The Debtor's amended schedules use the newer version of Official Form 106A/B, which combines Schedule A and Schedule B on one form. [ECF No. 58.] The form indicates the Debtor does not own any interest in real property. However, the Debtor's counsel filed a cover sheet indicating only Schedules B and C were amended and attached. [*Id.*] Also, the Trustee's

arguments treat the Debtor as the current owner of the real property. Therefore, this Order recognizes the residence as the Debtor's property as originally scheduled.

The Debtor's residence is currently listed for sale with a real estate agent. [*See* Trustee's Response, ECF No. 77, p. 8 and Ex. C.] The asking price is $1.65 million. [*Id.*]

4. Montana Black Gold Litigation.

The Trustee identified a lawsuit brought post-petition by the Debtor against Montana Black Gold, Inc. and Sight Inc. in the United States District Court for the Eastern District of Kentucky, Case No. 16-CV-31-DCR, on January 28, 2016 (the "Montana Black Gold Litigation"). [ECF No. 77, ¶ 19.] The Trustee asserts the Montana Black Gold Litigation seeks damages for infringement on one of the Patents. [*Id.*] The Trustee alleged in oral argument that the underlying claim accrued prepetition, and that it also has value to the Estate.

II. THE TRUSTEE MUST REVERSE THE ABANDONMENT OF THE PATENTS BY OPERATION OF LAW BEFORE SHE CAN SELL THE PATENTS.

A. Abandonment of Assets of the Estate; 11 U.S.C. § 554(c).

A trustee or party in interest may seek abandonment of the estate's interest in property after notice and a hearing. 11 U.S.C. § 554(a) and (b). Abandonment may also occur by operation of law at the end of a case if the Debtor scheduled the asset:

> Unless the court orders otherwise, any property scheduled under section 521(a)(1) of this title not otherwise administered at the time of the closing of a case is abandoned to the debtor and administered for purposes of section 350 of this title.

11 U.S.C. § 554(c) (generally referred to as a deemed or technical abandonment). Assets that are not scheduled or otherwise administered remain property of the estate. 11 U.S.C. § 554(d).

The Debtor listed the Patents on the initial and amended Schedule B, so the Trustee technically abandoned them pursuant to § 554(c) when the case closed. *In re DeGroot*, 484 B.R. 311, 319 (B.A.P. 6th Cir. 2012) (technical abandonment occurs automatically, without action by

a trustee). The Debtor did not list the Omitted Patent, so it remains an asset of the Debtor's Estate that the Trustee may administer pursuant to § 554(d). *Cundiff v. Cundiff (In re Cundiff)*, 227 B.R. 476, 478 (B.A.P. 6th Cir. 1998) (an undisclosed asset is not abandoned or administered).

B. Revocation of a Technical Abandonment by a Trustee.

The effect of abandonment is to remove the asset from the bankruptcy estate and revest ownership in the Debtor. 11 U.S.C. § 554(c); *see also DeGroot*, 484 B.R. at 317 ("First, § 554(c) gives debtors an incentive to accurately schedule their assets because any scheduled property that is not administered revests in the debtor when the case is closed."). The Trustee has no authority to sell assets the Estate does not own, so she cannot sell the Patents unless the technical abandonment is revoked. Although revocation is required before the Motion is decided, the parties' objections and responses have effectively set up the revocation question.

Revocation of abandonment of an asset of the estate is not favored and should only occur in rare circumstances. *See LPP Mortgage, Ltd. v. Brinley (In re Brinley)*, 547 F.3d 643, 649 (6th Cir. 2008) (holding that courts have limited discretion when revoking abandonment). In the Sixth Circuit, a request for revocation of abandonment is analyzed using the same guidelines as a motion to reconsider a judgment under Federal Rule of Civil Procedure 60(b) (incorporated by Federal Rule of Bankruptcy Procedure 9024).[1] *Brinley*, 547 F.3d at 649. "The application of Fed. R. Civ. P. 60(b) strikes the appropriate balance between promoting finality and allowing courts to grant relief in limited circumstances." *Id.*

The Trustee seeks reconsideration of the technical abandonment of the Patents "(i) based on Debtor's fraud, misrepresentation, and misconduct; (ii) based on excusable neglect on the part

[1] Hereinafter references to the Federal Rules of Civil Procedure will appear as "Civil Rule __" and reference to the Federal Rules of Bankruptcy Procedure will appear as "Bankruptcy Rule __."

of Trustee; **or** (iii) because principles of equity provide another reason justifying such relief." [ECF No. 77, p. 11 (emphasis in original).] These arguments address Rule 60(b)(3), (1) and (6), respectively, and are reviewed in the same order.[2]

III. THE TRUSTEE IS NOT ENTITLED TO REVOKE ABANDONMENT OF THE PATENTS.

A. Civil Rule 60(b)(3): Fraud, Misrepresentation, or Misconduct.

1. Evaluation of a Claim Under Civil Rule 60(b)(3).

Civil Rule 60(b)(3) provides relief from an order on grounds of "fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party." FED. R. CIV. P. 60(b)(3). The movant must show "odious behavior on the non-moving party." *Jordan v. Paccar, Inc.*, 97 F.3d 1452 (6th Cir. Sept. 17, 1996), reported in full-text format at No. 95-3478, 1996 U.S. App. LEXIS 25358, *7 (6th Cir. Sept. 17, 1996). The Sixth Circuit explained that the use of the prefix "mis" within the Rule's text suggests the movant must prove the non-moving party's intent in order to merit relief. *Id.* at 17. The Sixth Circuit further held, "While the text of Rule 60(b)(3) does not require a clear and convincing evidentiary standard, the imposition of such a standard balances the concerns animating Rule 60(b) relief against the 'interest in leaving concluded litigation in a state of repose.'" *Id.* at 21 (quoting *Mackey v. United States*, 401 U.S. 667, 682 (1971).

The Trustee describes the following "Debtor's material misrepresentations and omissions":

- The Debtor failed to schedule the Omitted Patent.
- The Debtor misrepresented his rights under the "VitalX License Agreement," claiming a non-existent royalty. The VitalX License Agreement provided an hourly fee to the Debtor for future product design.

[2] The following discussion would also justify denial based on any other part of Rule 60(b), including any allegation that there is new evidence under part (2).

- The VitalX License Agreement is a sham because it was not arms-length. VitalX is owned by the Debtor's wife and the contract was executed less than four months before the petition date. Also, VitalX was allowed to dissolve so VitalX would default on the VitalX License Agreement.

- The increased value of the Patents on the amended Schedule B shows the value was understated on the original schedules.

- The Bear Archery Litigation was disclosed, but the attorney for the opposing party withheld information because he did not understand the Trustee's rights as a chapter 7 trustee.

- The Montana Black Gold Litigation was not disclosed.

- The Debtor is still married, even though he alleged he was heading for divorce before the case was closed.

- The Debtor's house is offered for sale at more than $1 million over the scheduled value.

[ECF No. 77, p. 11, pp. 5-7.]

The Trustee's allegations of fraud, misrepresentation and misconduct do not justify relief pursuant to Rule 60(b)(3).

2. The Trustee Has Not Provided Enough Information to Suggest Fraud.

The Trustee believes the Debtor lied when he assigned no value to the Patents on his schedules and in his testimony at the § 341 meeting. [ECF Nos. 77, 12-13.] The Trustee also believes the Debtor knew the Patents and the Bear Archery Litigation had value, but he purposefully withheld that information. The Trustee cites the $100,000.00 value assigned to the Patents in the amended Schedule B filed almost a year later as proof.

A trustee may not reopen a case and revoke abandonment merely because the value of a debtor's property was incorrect or unknown prior to closing. *See, e.g., In re Reiman,* 431 B.R. 901, 911-12 (Bankr. E.D. Mich. 2010) (the trustee could not revoke based on an incorrect assumption); *In re Pioch*, No. 08-61473, 2010 Bankr. LEXIS 2952, at *15 (Bankr. E.D. Mich. Sept. 1, 2010) (holding that a trustee finding additional value in property after abandonment does

not provide sufficient grounds to revoke). The Trustee's arguments do little more than suggest a more thorough review of the Debtor's assets pre-closing was warranted. *See also infra* Section III.B and III.C.

But, her own arguments indicate she performed the necessary review. The Trustee asserts she "reasonably concluded the Patents could not provide value to the estate and would not be further administered" because of

> the Debtor's representations that: (i) the fifteen Patents had zero value; (ii) Bear Archery, Inc., a defendant of the Debtor's patent infringement claims, had argued the subject Patents were worthless; (iii) a U.S. District Court granted summary judgment against the Debtor's assertions of infringement of such subject Patents; and (iv) the Debtor had exclusively licensed the right to the use and proceeds of the Patents …

[ECF No. 77, ¶ 9.] This representation evidences a reasoned conclusion supported by sound logic.

The Trustee also wants a finding of fraud based on the omission of one patent out of sixteen. But, she has not provided any information to suggest the Omitted Patent had significant value or its omission was anything more than the oversight the Debtor claims. [ECF Nos. 78, p. 3]. The Debtor also explained in oral argument that he does not object to the Trustee's sale of this asset. This omission is not enough to suggest fraud.

The Trustee has had ample time to produce more than mere speculation based on the amended schedules and settlement of a claim. This is particularly true because the Trustee re-opened the case more than one year ago.[3] Also, nothing in the record suggests the Trustee did not have an opportunity to fully question the Debtor at the § 341 meeting. There is no basis to justify further review based on the scant information provided by the Trustee. *See also, infra*

[3] This reasoning remains valid even giving the Trustee credit for time lost because of serious illness.

Section III.B and III.C (the reasoning for all elements of the Rule 60(b) analysis overlap, so each section supports the findings and conclusions in the other parts).

B. Civil Rule 60(b)(1): Excusable Neglect and Equity.

1. Evaluation of a Claim Under Civil Rule 60(b)(1).

The Trustee's fraud arguments are not supported by the record, so she seeks a finding of excusable neglect. Relief from a judgment for excusable neglect under Civil Rule 60(b)(1) requires a review of three factors: (1) whether the party seeking relief is culpable; (2) whether the party opposing relief will be prejudiced; and (3) whether the party seeking relief has a meritorious claim or defense. *See Williams v. Meyer*, 346 F.3d 607, 613 (6th Cir. 2003). This equitable determination considers all relevant circumstances, including whether the movant had reasonable control over any problem. *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380, 395 (1993).

2. The Trustee Is Not Entitled to a Finding of Excusable Neglect.

a. The Difficulty of a Review Does Not Create Excusable Neglect.

During oral argument, the Trustee emphasized the difficulties of investigating a debtor's representations in schedules and at the first meeting of creditors. A debtor's estate rarely has liquid assets that would support a detailed investigation of any particular asset. Also, a chapter 7 trustee often has little experience with unique assets, such as patents. Therefore, the Trustee suggests it was fair to accept the Debtor's testimony, let the case close, and then reopen the case if new facts indicate the prior information was inaccurate.

A chapter 7 trustee's job is not easy. But a trustee cannot ignore her duties under the Bankruptcy Code and Rules because something is not simple. The Bankruptcy Code imposes mandatory duties on a trustee. 11 U.S.C. § 704(a). Among other things, a chapter 7 "trustee shall … collect and reduce to money the property of the estate" and "investigate the financial

affairs of the debtor." *Id.* at § 704(a)(1) and (4). Just like a lawyer cannot ignore ethical obligations to a client, a chapter 7 trustee cannot ignore her statutory duties. *See also, infra* Section III.B.2.c.

Similarly, the fact that the Trustee did not know how to value or sell patents is not a basis for a finding of excusable neglect. Trustees, lawyers and judges are constantly required to familiarize themselves with new areas of law or finance. Part of this obligation includes a responsibility to become familiar with new types of assets and new areas of the law.

b. The Evidence Shows Information Was Discoverable Prior to Closing.

It is unfortunate there is no pool of money that a chapter 7 trustee may use to fulfill her duties. However, a lack of resources is a common theme in bankruptcy cases. Debtors in possession or trustees constantly look for ways to perform investigations, including contingency and volume arrangements.[4] When creative solutions are not available, the cost of liquidating assets generally outweighs the benefit of any potential recovery.

The arguments confirm that this Trustee believed the costs of liquidating the Patents outweighed the benefits. *See supra* at Section III.A.2. The Estate had an interest in the Patents, but the type of patents and the manner of sale were not familiar to the Trustee. She acknowledged at oral argument she could not find a buyer or someone to evaluate the Patents before she submitted her final report. The fact that she later found such a person does not justify another bite at the apple. *See Reiman,* 431 B.R. at 911 (explaining that the Trustee could not revoke abandonment when he subsequently learned his assumption on a foreclosure sale price was incorrect).

[4] Many appraisers or auctioneers are willing to work for chapter 7 trustees with a promise of future payment because of the volume of work the chapter 7 trustee controls.

The Trustee also could have discovered information regarding the value of the Debtor's residence prior to abandonment. The Trustee suggests the Debtor knew his residence had a higher value when he filed his schedules because he now advertises his home for sale at $1 million more than the value he listed. The asking price today, however, is not necessarily indicative of the home's value more than two years ago.

More importantly, the Trustee has not explained why she did not discover the house had a higher value before she filed her final report. A trustee has many ways to determine the value of real property. She could have pursued an appraisal,[5] or, if she wanted a cheaper option, investigated prices in the neighborhood through review of county tax or property records.

The Trustee's complaints regarding the VitalX License Agreement are also unavailing. The Trustee admits she knew the Debtor's wife owned VitalX prior to abandonment. [ECF No. 77, ¶16c]. Transactions with related parties usually provoke more scrutiny, so the Trustee did or should have looked hard at this transaction before she decided not to pursue its value. The only new fact cited by the Trustee is the timing of execution of the VitalX License Agreement, which occurred less than four months before the petition date. The Trustee has not explained why she could not discover this fact prior to abandonment and has offered no reasonable justification for this omission.

c. Action or Inaction by Other Parties Does Not Support a Finding of Excusable Neglect.

The Trustee is not entitled to a finding of excusable neglect merely because she recently learned the opposing legal counsel in the Bear Archery Litigation withheld valuable information because he did not understand her rights as trustee of the Debtor's estate. The Trustee was well aware of the Bear Archery Litigation, as evidenced by the excerpts from the transcript of the

[5] *Supra* n. 3.

§ 341 meeting at Exhibit 1 to the United States Trustee's Response. [ECF No. 76-1.] The Trustee specifically confirmed her understanding that she had the right to make decisions regarding the lawsuit: "But I'm sure your attorney has told you that all of these claims have now become claims of the bankruptcy estate, so it's up to me to decide what to do with them." [ECF No. 76, Exhibit 1, p. 16.]

The initial response of the opposing counsel is not surprising. Disclosure of information to a non-party could have resulted in the loss of the attorney-client privilege. If the Trustee believed the lawyer's actions were unreasonable, she had other options, including a motion to intervene or a Bankruptcy Rule 2004 examination. Instead, she terminated her investigation and settlement discussions and filed the final report closing the case.

The Trustee also suggested during oral argument that the Office of the United States Trustee withheld information. The Trustee offered no support for this allegation. The Office of the United States Trustee has no history of withholding information from the Court or parties involved in bankruptcy cases. It is more likely this argument is an attempt to counter the obviously negative inference drawn from the United States Trustee's support for the Debtor's assertion that the Patents were abandoned. [*See* ECF No. 76.]

Further, even if information were withheld, the Trustee is not absolved from liability based on her omissions. *Pioneer*, 507 U.S. at 396. A lawyer's failure to meet a deadline because of inadvertence or mistakes construing rules does not usually constitute excusable neglect. *Id.* Similarly, any failure of the United States Trustee to pass on information does not excuse the Trustee from her own obligation to investigate the Debtor's claims and assets.

C. Civil Rule 60(b)(6): Equity.

1. Evaluation of a Claim Under Civil Rule 60(b)(6).

Relief under Civil Rule 60(b)(6) is only granted "in exceptional or extraordinary circumstances which are not addressed by the first five numbered clauses of the Rule" or else "decisions involving the first five clauses of Rule 60(b) . . . would lose much of their force, as a party who failed to meet the prerequisites for relief under one of these provisions could simply appeal to the 'catchall' of subsection (b)(6)." *McCurry v. Adventist Health Sys./Sunbelt, Inc.*, 298 F.3d 586, 595 (6th Cir. 2002). "'Consequently, courts must apply Rule 60(b)(6) relief only in unusual and extreme situations where principles of equity *mandate* relief.' " *Id*. at 592 (quoting *Blue Diamond Coal Co. v. Trs. of UMWA Combined Benefit Fund*, 249 F.3d 519, 524 (6th Cir. 2001)). The subsections of Civil Rule 60(b), however, are "mutually exclusive." *Bennet v. Morton Bldgs., Inc. (In re Bennet)*, No. 10-37438, Adv. No. 14-3144, 2015 WL 9491184 (Bankr. N.D. Ohio Dec. 28, 2015) (citing *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380, 393 (1993)).

2. Equity Does Not Favor the Trustee's Argument for Revocation of Abandonment.

The prior discussion confirms the Trustee has not identified exceptional or extraordinary circumstances that justify revocation of the technical abandonment of the Patents based on equitable grounds. No further discussion is necessary to deny relief pursuant to Civil Rule 60(b)(6).

IV. CONCLUSION.

Based on the foregoing, the Trustee cannot revoke the technical abandonment of the Patents that occurred when the case was closed. The Trustee may sell the Omitted Patent because it was never administered or abandoned. But, the Trustee's Motion [ECF No. 69] seeks

to transfer the Patents and the Omitted Patent. Therefore, based on the foregoing, the Trustee's Motion is DENIED.

The affixing of this Court's electronic seal below is proof this document has been signed by the Judge and electronically entered by the Clerk in the official record of this case.

Signed By:
Gregory R. Schaaf
Bankruptcy Judge
Dated: Tuesday, July 18, 2017
(grs)