

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

IN THE MATTER OF)	
)	
THOMAS CARL KORKOS, JR.)	CASE NO. 03-32402
DEBTOR)	CHAPTER 7
)	
PAMELA J. KORKOS,)	
PLAINTIFF,)	
vs.)	ADV. PROC. NO. 03-3104
)	
THOMAS CARL KORKOS, JR.,)	
DEFENDANT)	

Appearances:

John Van Laere, Esq., attorney for the plaintiff, Jones Obenchain LLP, 202 South Michigan Street, 600 Key Bank Building, Post Office Box 4577, South Bend, Indiana 46634; and

R. William Jonas, Jr., Esq., attorney for the defendant, Hammerschmidt, Amaral & Jonas, 137 North Michigan Street, South Bend, Indiana 46601.

MEMORANDUM OF DECISION

At South Bend, Indiana, on June 8, 2005.

Before the court is the Complaint to Determine Dischargeability pursuant to 11 U.S.C. § 523(a)(15), filed by plaintiff Pamela J. Korkos (“Pamela”) on July 18, 2003. The defendant Thomas Carl Korkos, Jr. (“Thomas”) filed his answer on July 24, 2003. Trial on the complaint was held on May 9, 2005. For the reasons that follow, the court now denies the plaintiff’s Complaint to Determine Dischargeability.

Jurisdiction

Pursuant to 28 U.S.C. § 157(a) and Northern District of Indiana Local Rule 200.1, the United States District Court for the Northern District of Indiana has referred this case to this court for hearing and determination. After reviewing the record, the court determines that the matter before it is a core proceeding within the meaning of § 157(b)(2)(I) over which the court has jurisdiction pursuant to 28 U.S.C. §§ 157(b)(1) and 1334. This entry shall serve as findings of fact and conclusions of law as required by Federal Rule of Civil Procedure 52, made applicable in this proceeding by Federal Rules of Bankruptcy Procedure 7052 and

9014. Any conclusion of law more properly classified as a factual finding shall be deemed a fact, and any finding of fact more properly classified as a legal conclusion shall be deemed a conclusion of law.

Background

This action arises from the plaintiff's Complaint to Determine Dischargeability of Debts pursuant to 11 U.S.C. § 523(a)(15). The plaintiff Pamela J. Korkos, known now as Pamela J. Magley, filed her Complaint after the debtor, her former husband Thomas Carl Korkos, filed his voluntary chapter 7 bankruptcy petition on April 28, 2003. In the 22 months between the filing of the complaint and the trial on the complaint, the debtor filed a counterclaim seeking damages caused by the plaintiff's harassing telephone calls; the plaintiff answered by admitting the calls but not the harassment; the plaintiff filed a motion to compel discovery after the defendant did not respond to her interrogatories and requests for documents; and the plaintiff then withdrew the motion at the hearing. The court withdrew its order to show cause for lack of prosecution once the plaintiff demonstrated that she was pursuing discovery. However, when the parties sought a continuance of the trial, the court denied further delay of this matter. The court concurs with the statement of the Wabash Circuit Court Judge in the Final Decree of Dissolution, issued August 27, 2002: "To call the dissolution proceedings in this case rancorous would be an extreme understatement." Pl.'s Ex. 1 at 5.

According to the Final Decree of Dissolution, Pamela and Thomas married on June 1, 1996, at which time Thomas was a successful owner of a car dealership, Three Oaks Ford. *See id.* at 1-2. Shortly after their marriage, Thomas purchased an auto dealership in Wabash, Indiana, which became Thomas Ford Lincoln-Mercury ("Thomas Ford"), and sold Three Oaks Ford. In January 1999, Pamela and Thomas purchased a house for \$405,000.00 on Golf Course Drive in Wabash, Indiana. In order to pay for the house, Pamela and Thomas took out a mortgage with First Federal Savings Bank in Wabash for \$364,000.00. They purchased a second lot next to their house and built a swimming pool and carriage house, which cost over \$350,000.00. In order to pay for this, Pamela and Thomas took out a second mortgage from Wells Fargo for \$75,000.00.

They also bought expensive cars, a boat, and jewelry. As the Wabash Circuit Court Judge stated in the Final Decree, “Thomas and Pamela lived a lavish lifestyle.” *Id.* at 4.

The couple separated in November 2000; at that time their children were five and three years old. The Final Decree of Dissolution, which was issued from the Wabash Circuit Court on August 27, 2002, determined that Thomas received an annual income of \$180,000.00. *See id.* at 7. Based on that income, the state court judge ordered Thomas to pay \$340.00 per week in child support to Pamela, who had physical custody of their children. Thomas was also required to pay one-half of their school tuition, 73% of their health care expenses, and their insurance costs. (Thomas acknowledges that his obligation to provide child support may not be discharged in bankruptcy. *See In re Dorner*, 343 F.3d 910, 912 (7th Cir. 2003); *In re Crosswhite*, 148 F.3d 879,881-82 (7th Cir. 1998).) The Final Decree divided their major assets between them. Examples of that division of assets follow:

<u>Property:</u>	<u>Pamela</u>	<u>Thomas</u>
Thomas Ford Inc. and Leasing Shares		\$500,000.00
AG Edwards Account – Collateral		\$250,000.00
Lincoln Life 401(k)		\$36,000.00
AG Edwards Account – IRA	\$25,000.00	
Lincoln Life IRA		\$10,000.00
Boat	\$22,000.00	
Cobra Automobile		\$13,500.00
Harley Davidson Motorcycle		X
1967 Mustang Convertible		X
Harley Davidson Truck		X
Jaguar		X
2000 Corvette	X	
Mercedes	X	
Thomas gold Rolex watch		\$6,000.00
Thomas steel Rolex watch		\$2,000.00
Pamela’s gold Rolex	\$6,000.00	
Pamela’s 6 ct. wedding ring	\$4,000.00	
Pamela’s 1 ct. diamond earrings	\$1,500.00	
Pamela’s four 1 ct. diamond rings	\$4,000.00	
Pamela’s 1 ct. diamond baguette earrings	\$1,000.00	
Pamela’s 2 diamond tennis bracelets	\$6,000.00	
Pamela’s cocktail ring	\$1,500.00	

Id. at 9-10. The assets also included other jewelry, 6 fur coats, 2 jet skis, guns, a pool table, NASCAR collection, and other luxury and household goods. The Final Decree ordered Thomas to make a \$431,023.00

equalization payment to Pamela in monthly installments and to pay \$30,000.00 of Pamela's attorney's fees. Thomas was given the Manchester Avenue business property and Pamela received the Michigan City real estate. Under the Decree their marital residence would be sold and the profits would be split evenly. If there were no profits, Thomas was to assume the deficit after the sale. *See id.* at 12-13.

Pamela and Thomas subsequently entered into a Settlement Agreement on November 27, 2002. *See* Pl.'s Ex. 3. Each agreed to dismiss the contempt citations against the other. *See id.* at 1. Thomas agreed to turn over \$5,000 in savings bonds, to give Pamela a 2003 Ford Explorer and a quitclaim deed for the Golf Course Drive property, to surrender all his profits from the sale of the Golf Course Drive property, and to allow Pamela to retain a judgment lien on Thomas' real estate interests, including the Crown Hill Drive property. The Agreement stipulated that, if the Crown Hill property were ever sold, Thomas was to retain the first \$30,000.00 and to pay the rest to Pamela. Pamela also received a lien on the 1996 Cobra and the 1967 Mustang automobiles until the judgment was paid. *See id.* at 2.

Thomas remarried on August 14, 2002. However, he and his wife Julie Korkos ("Julie") separated on October 30, 2003, and divorced on October 8, 2004, with no children having issued from the marriage. *See* Pl.'s Ex. 5. In their Property Settlement Agreement, Julie received the marital property in Claypool, Indiana, the computer equipment and household equipment, the aluminum fishing boat, the pontoon boat, the 2002 Buick Rendezvous, and various bank and financial investment accounts. *See* Pl.'s Ex. 4 at 2-3. Thomas received the real estate on St. James Court in Wabash, Indiana, the 1997 Buick Park Avenue, the X-Box and games, 3 television sets, and furniture. *See id.* at 3-4. In addition, Thomas agreed to pay Julie an equalization payment of \$80,000.00 in installments of not less than \$1,500.00 per month. *See id.* at 5-6. The payments were declared to be nondischargeable in bankruptcy, as well. *See id.* at 6-7.

Thomas filed bankruptcy on April 28, 2003. *See* Case No. 03-32402. At the time of trial in this adversary proceeding, Thomas was deeply indebted. In addition to the debts incurred from his divorces, he owed hundreds of thousands of dollars to other creditors. After negotiations with First Federal Savings Bank, he abandoned two pieces of real estate in Wabash, Indiana, to the bank, which held a security interest in them. *See* R. 44. Soon after, he surrendered numerous automobiles and a motorcycle to the secured creditor Wells

Fargo Bank. *See* R. 72. In another adversary proceeding, it was determined that Thomas' debt to First Federal Savings Bank was nondischargeable in the amount of \$782,625.55. *See* Def.'s Ex. C. His debt to Fifth Third Bank was found to be nondischargeable in the amount of \$69,500.00. *See* Def.'s Ex. E. In addition, he had outstanding debts to Sony Visa, Bank One, NBMA, the U.S. Bank, and American Express. Thomas calculated that his total liabilities, as of the filing of his bankruptcy schedules, were \$3,165,153.28. *See* Def.'s Ex. B.

Thomas was unemployed when he filed his chapter 7 petition and for some period of time thereafter. He began working as a sales manager of the Tom Wood Nissan Subaru dealership on January 21, 2005. He plans to pay off his debts as soon as he earns enough at the Tom Wood dealership. He testified that he receives a bi-weekly \$1,000.00 advance from the dealership against his earned commission. Based on his sales since January, which amount to \$15,626.72, Thomas expects to earn \$50,000.00 to \$60,000.00 per year. He testified that he has been making regular child support payments, but not in the amount ordered under the Final Decree of Dissolution. Thomas asserted in his testimony that he cannot afford to make the required \$1,200.00 monthly child support payments; he can only afford to pay \$600.00. Thomas said that he paid what he could to Pamela, even while unemployed, in cash. He pointed out that child support was not being deducted from his pay. At the time of trial, the debtor's last support payment had been \$200.00, and since October 2004, the debtor has paid approximately \$1,500.00 to \$2,000.00 in child support.

At the trial on Pamela's Complaint, Thomas testified that his divorce from Julie was amicable. After working in Grand Rapids for a while, he returned to the house in Claypool and rented space there, despite the divorce. He testified that he paid Julie \$1,100.00 per month in rent. Thomas sold his 1997 Buick Park Avenue in order to pay his rent to Julie. He stated that he now uses Julie's 1999 Oldsmobile Aurora for transportation purposes. On May 4, 2005, however, Thomas moved into a leased house in Marion, Indiana. His rent is \$475.00 per month and \$75.00 for the maintenance in the yard. Thomas' monthly expenses are listed on Schedule J as follows:

Rent	\$550.00
Electricity and heating fuel	\$200.00
Water and sewer	\$75.00
Telephone	\$100.00
Cable TV	\$50.00
Home maintenance	\$50.00
Food	\$300.00
Clothing	\$25.00
Laundry and dry cleaning	\$50.00
Medical and dental expenses	\$50.00
Transportation (not including car payments)	\$400.00
Recreation, clubs and entertainment, newspapers, magazines, etc.	\$50.00
Homeowner's insurance	\$40.00
Life insurance	\$0.00
Health insurance	\$100.00
Auto insurance	\$75.00
<u>Child support</u>	<u>\$600.00</u>
 Total	 \$2,715.00

Def.'s Ex. B.

At the hearing, Pamela testified that Thomas had made to her only two payments of \$5,000.00 as part of the equalization payments set forth by the Final Decree. She also said that the Mercedes was repossessed, that the debtor returned only \$1,200.00 of her \$5,000.00 in savings bonds, and that he had not paid his tax liabilities as ordered in the Settlement Agreement. According to Pamela, Thomas had not paid the full amount of required child support, and in fact had paid \$150.00 less than what he stated he paid in his testimony.

Pamela also testified concerning her own assets. She remarried, and her current husband, David Magley ("David"), is an attorney and deputy prosecutor whose monthly income is \$10,484.06. *See* Pl.'s Ex. 6. Pamela is now a realtor with a monthly income of \$1,000.00. *See id.* Together, the plaintiff and her husband own a home with a market value of \$280,000.00. They have two cars, a 2000 Volkswagen Beetle, purchased for \$12,500.00, and a 2003 Dodge Durango, purchased for \$25,000.00. According to the Plaintiff's Answers to Interrogatories, dated March 24, 2005, she and David acquired both cars in 2003; they have completely paid the balance on the Volkswagen Beetle and paid half the balance on the Dodge Durango. The cars have a combined retail value of \$23,000.00. She and her husband have no stocks, bonds or

investments, but do have David's retirement account. David pays \$450.00 a week in child support and \$2,000.00 a month in alimony to his former spouse. Pamela stated that all her retirement funds had been liquidated in order to pay her attorney fees after the divorce. Together, the current monthly expenses of Pamela and David are as follows:

Mortgage	\$2,300.00
Electricity	\$250.00
Water and sewer	\$120.00
Telephone	\$115.00
Home maintenance	\$165.00
Food	\$415.00
Clothing	\$85.00
Laundry and dry cleaning	\$25.00
Medical and dental	\$100.00
Transportation (not including car payments)	\$260.00
Recreation, clubs and entertainment, newspapers, magazines, etc.	\$240.00
Charitable contributions	\$85.00
Homeowner's insurance	\$80.00
Life insurance	\$0.00
Health insurance	\$280.00
Auto insurance	\$100.00
Real estate taxes	\$315.00
Car payments	\$340.00
Alimony, maintenance, and support paid to others	\$2,000.00
Payment for support of additional dependents not living at home	\$1,950.00
Regular expenses from operation of business, profession, or farm	\$2,971.07
<u>Interest on credit accounts</u>	<u>\$40.00</u>
Total	\$12,236.07

Pl.'s Ex. 7.

Pamela denied that the value of her house was \$280,000.00, as she had stated in her Answers to Interrogatories. She insisted at trial that the fair market value of the house now was actually \$230,000.00. She testified that "no one in their right mind would buy this house," because of the extensive repairs the house needed: The kitchen ceiling collapsed in one area; there was extensive water damage behind the bricks of the fireplace; the walls of her bedroom needed to be repaired; and the air conditioner had to be replaced. Pamela estimated that she had spent \$5,000.00 on repairs thus far and that, in the future, she would have to

replace the entire roof, which would cost \$23,000.00. Pamela also contested the value the state court judge had assigned to the jewelry she had received after her divorce from Thomas. In particular, she mentioned her diamond tennis bracelets, which were so worn that they needed to be remounted and were “virtually worthless.”

Pamela insisted that Thomas could pay the debts he owed her. She asserted that their children’s futures depended on the debtor’s payments. In her view, he was able to make more money, based on the income he earned in the past. She also speculated that he had money hidden somewhere, possibly under his father’s name. However, she admitted that she had spent a lot of money over the years on lawyers who believed that Thomas might have hidden money in Michigan, and they did not find it.

Discussion

The Complaint asks the court to determine whether the debtor’s property settlement obligation to his former spouse, ordered in the Final Decree of Dissolution, should be excepted from his discharge under § 523(a)(15), which prohibits the dischargeability of “any marital debt other than alimony, maintenance or support that is incurred in connection with a divorce or separation.” *In re Crosswhite*, 148 F.3d 879, 883 (7th Cir. 1998). Section 523(a)(15) states that an individual debtor is not discharged from any debt:

(15) not of the kind described in paragraph (5) that is incurred by the debtor in the course of a divorce or separation or in connection with a separation agreement, divorce decree or other order of a court of record, a determination made in accordance with State or territorial law by a governmental unit unless—

(A) the debtor does not have the ability to pay such debt from income or property of the debtor not reasonably necessary to be expended for the maintenance or support of the debtor or a dependent of the debtor and, if the debtor is engaged in a business, for the payment of expenditures necessary for the continuation, preservation, and operation of such business; or

(B) discharging such debt would result in a benefit to the debtor that outweighs the detrimental consequences to a spouse, former spouse, or child of the debtor.

The plaintiff has the initial burden of proving that she holds a subsection (15) claim against the debtor, and then the burden shifts to the debtor defendant to prove that he falls within either of the two exceptions found in § 523(a)(15)(A) or (B). *See Crosswhite*, 148 F.3d at 884. “[T]he party claiming an exception to discharge usually bears the burden of proving by a preponderance of the evidence that the debt

is not dischargeable.” *Id.* at 881 (citing *Grogan v. Garner*, 498 U.S. 279, 287, 111 S. Ct. 654, 112 L.Ed.2d 755 (1991)).

It was undisputed that the plaintiff met her initial burden of proving that the debt in question arose in connection with their divorce and did not fall under 11 U.S.C. § 523(a)(5). The burden then shifted to the debtor to prove that he fell within either of the two exceptions listed under § 523(a)(15). The debtor was required to demonstrate, under (A), that he cannot pay the debt out of his disposable income, or, under (B), that the benefit to him of discharging the debt is greater than the detrimental effect on his former spouse of discharging the debt. *See Crosswhite*, 148 F.3d at 883. The two subsections are alternatives. Thus, “a debtor ‘must meet the burden on only one of the two prongs of Section 523(a)(15) to prevent the debt from being excepted from discharge.’” *Turner v. McClain (In re McClain)*, 227 B.R. 881, 885 (Bankr. S.D. Ind. 1998) (quoting *In re Florez*, 191 B.R. 112, 115 (Bankr. N.D. Ill.1995)).

Because the parties focused at the trial on the relative financial situations of the two parties, the court first considers whether the property settlement debt is dischargeable under § 523(a)(15)(B). As stated above, the debtor bears the burden of proving that the benefit to him of receiving a discharge of the debt outweighs the detriment to the plaintiff. *See McClain*, 227 B.R. at 885. In weighing the benefit versus the detriment, “the Court should examine the ‘totality of the circumstances.’” *Id.* (quoting *Crosswhite*, 148 F.3d at 883).

The debtor presented evidence that he has numerous nondischargeable debts. He is obligated to former spouses, secured creditors, and unsecured creditors. When he filed his bankruptcy petition in April 2003 he was unemployed. In January 2005 he began working as a sales manager at the Tom Wood dealership. However, his income is significantly less than it was in the past. Based on his income from January 2005 until the time of trial, the debtor estimated he could make between \$50,000 and \$60,000 per year. Before finding his current job, the debtor sold numerous items of his property in order to pay his bills. For example, he or the Chapter 7 Trustee sold his lawn mowers, Rolex watches, 1997 Buick Park Avenue, and Harley pinball machine. He does not own a car and currently drives Julie’s 1999 Oldsmobile Aurora with 138,000 miles on it. The debtor has also moved out of Julie’s house, where he paid \$1,100.00 in rent, and

into a house that he rents for \$550.00 a month. His listed his monthly net income at \$1,500.00, and his expenses are \$2,715.00.

The court next compares the finances of Pamela and her husband David. *See Crosswhite*, 148 F.3d at 889 (stating that “economic interdependence can indeed result in a significant alteration of economic realities”); *McClain*, 227 B.R. at 886 (noting that a spouse’s income should be included in an examination of the totality of the circumstances). In contrast to Thomas, Pamela lives in a household with two steady incomes. She is a realtor with a monthly income of \$1,000 who, at the time of the trial, had three house sales ready to close. Her husband is a deputy prosecutor and an attorney in private practice; his monthly income is almost \$10,500.00. Pamela and David own two vehicles. Pamela owns jewelry valued by the state court judge at \$24,000, a value that this court finds credible. *Cf. Biederman v. Stoodt (In re Stoodt)*, 302 B.R. 549, 558 (Bankr.N.D. Ohio 2003) (considering the value of luxury goods and services). Their mortgage payments are \$2,300.00 a month; their real estate taxes are another \$315.00; and their utilities total monthly about \$485.00. When discussing the expenses they are incurring, Pamela testified at length about the numerous expensive repairs needed in the home she and David naively purchased without inspections.

Based on this information, the court finds that there is a significant contrast in the standards of living of the plaintiff Pamela and the defendant Thomas. Thomas, who has the burden of demonstrating that the balance of the hardships weigh in his favor, testified that he lives in a rented house, that he owns no car, and that his expenses far exceed his income. There was no evidence that he had understated his income or overstated his expenses, and Pamela did not challenge the financial figures he presented to the court. Although Pamela insisted that Thomas could earn more money, as he had done in the past, she made no showing that he was voluntarily underemployed. *See Vogel v. Vogel (In re Vogel)*, ___ B.R. ___, 2005 WL 670342, at *2 (Bankr. C.D. Ill. 2005) (finding that the debtor lived frugally, had no luxury items or excessive expenses, and did not appear to be underemployed). Nor was she able to produce any evidence that he had hidden money somewhere. Pamela disagreed with the state court judge’s valuation of the jewelry she received in the divorce decree’s property settlement, but she admitted that she received every asset –

including the boat, jewelry, and Rolex watch – allocated to her in the settlement. She disputed the valuation of her home and testified about the many repairs it needed; however, it was not real estate tied to her property settlement with Thomas. The court finds that Thomas successfully demonstrated that his expenses were reasonable and necessary and that his income did not cover his expenses.

The court recognizes that Julie’s financial situation had an effect on the totality of the circumstances being reviewed. *See Crosswhite*, 148 F.3d at 889 (stating that a live-in girlfriend’s contribution to the household living expenses should be considered); *McClain*, 227 B.R. at 886 (determining that wife’s contribution to debtor husband’s financial situation should be considered). The evidence at trial reflected that both Julie and Thomas were unemployed; that Thomas lived in her home for some period of time after their divorce; that he paid her \$1,100.00 in rent (to cover the mortgage) and she bought food for them; that she was employed by Verizon Wireless in January 2005; and that she gave him her car to drive after she was given a company car. The court finds that there was some degree of economic interdependence between Julie and Thomas after their divorce. He explained at the trial that she allowed him to stay, as long as he paid the mortgage, and that “*this* divorce did not end up in hate.” However, Thomas did not quantify the contribution that she made to his living expenses. Thomas testified that he sold numerous items – his Rolex watches, his Buick Park Avenue, the lawn mowers and the pinball machine, for example – in order to pay his bills, including the rent to Julie. The court has considered her financial situation and finds that, to the extent her contribution was presented to the court, it is probably not a factor that changes, in a significant way, the balance when weighing the benefit to Thomas and the hardship to Pamela if the debt is discharged. After weighing all the evidence before it, the court believes that, despite the lack of precise evidence of Julie’s contribution, “the benefits of discharge would create considerably more benefit to Debtor than detriment to Plaintiff.” *Royer v. Smith (In re Smith)*, 278 B.R. 253, 261 (Bankr. M.D.Ga. 2001); *see also Nay v. Hegerty (In re Hegerty)*, 227 B.R. 852, 859 (Bankr. S.D.Ind 1998) (“Given the lack of evidence that the Creditor would suffer a substantial detriment if the . . . Debt were discharged, the court concludes the ‘balance of hardships’ weighs in favor of the Debtor.”). Nevertheless, the court recognizes that the Seventh Circuit, in

In re Crosswhite, requires that Julie's financial situation be considered in the totality of the circumstances, just as David's finances were. For this reason, the court cannot determine that the debtor met his burden of demonstrating under § 523(a)(15)(B) that the benefit to him of discharging the property settlement debt outweighs the detriment to Pamela of discharging the debt.

However, the court can determine that the debtor met his burden under § 523(a)(15)(A). The evidence presented at the trial clearly shows that Thomas does not have the ability to pay the property settlement debt at issue. There is no evidence that Thomas either overstated his expenses or understated his income. *See In re Hegerty*, 227 B.R. at 858 (finding the debtor's expenses reasonable, necessary, and not overstated). According to his Schedules I and J, his monthly expenses are \$1,200 greater than his income. In addition, he has large nondischargeable debts to First Federal Savings Bank (\$782,625.55) and Fifth Third Bank (\$69,500.00). Thomas, whose monthly expenses substantially exceed his income, has no income with which to pay the property settlement obligation. *See Vogel*, 2005 WL 670342 at *2. The court finds, therefore, that the property settlement debt Thomas owes to Pamela is dischargeable under § 523(a)(15).

Conclusion

For the reasons presented above, the court finds that the debtor Thomas Carl Korkos, Jr., has shown by a preponderance of the evidence that he does not have the ability to pay the property settlement obligation ordered in the Final Decree of Dissolution. *See* 11 U.S.C. § 523(a)(15). Therefore, the court now denies the Complaint to Determine Dischargeability filed by Pamela J. Korkos.

SO ORDERED.

/s/ Harry C. Dees, Jr.
HARRY C. DEES, JR., CHIEF JUDGE
UNITED STATES BANKRUPTCY COURT