

IT IS SO ORDERED.



Dated: August 13, 2009
02:29:26 PM

Honorable Kay Woods
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO

IN RE:

THOMAS ARTHUR ANGST and
DEBRA JEAN ANGST,

Debtors.

* * * * *

KAREN OWEN,

Plaintiff,

v.

THOMAS ARTHUR ANGST
dba SILVER SKUNK CONSTRUCTION,

Defendant.

CASE NUMBER 08-41154

ADVERSARY NUMBER 08-4133

HONORABLE KAY WOODS

MEMORANDUM OPINION REGARDING
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

This cause is before the Court on Plaintiff's Motion for
Summary Judgment ("Summary Judgment Motion") (Doc. # 25) filed by

Plaintiff Karen Owen ("Plaintiff") on July 9, 2009. Debtor/Defendant Thomas Arthur Angst ("Debtor") filed Defendant's Brief in Opposition to Plaintiff's Motion for Summary Judgment ("Debtor's Opposition") (Doc. # 28) on July 21, 2009. At issue is the dischargeability of a debt owed by Debtor to Plaintiff based on a 2003 state court judgment. For the reasons given below, this Court finds that the Summary Judgment Motion must be denied.

This Court has jurisdiction pursuant to 28 U.S.C. § 1334 and the general order of reference (General Order No. 84) entered in this district pursuant to 28 U.S.C. § 157(a). Venue in this Court is proper pursuant to 28 U.S.C. §§ 1391(b), 1408, and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(I). The following constitutes the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure.

I. STANDARD OF REVIEW: SUMMARY JUDGMENT

The procedure for granting summary judgment is found in FED. R. CIV. P. 56(c), made applicable to this proceeding through FED. R. BANKR. P. 7056, which provides in part that:

The judgment sought should be rendered if the pleadings, the discovery and disclosure materials on file, and any affidavits show that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law.

FED. R. CIV. P. 56(c) (West 2009). Summary judgment is proper if there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law. FED. R. CIV. P. 56(c);

Celotex Corp. v. Catrett, 477 U.S. 317, 322-23 (1986). A fact is material if it could affect the determination of the underlying action. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). An issue of material fact is genuine if a rational fact-finder could find in favor of either party on the issue. *Id.* at 248-49. Thus, summary judgment is inappropriate "if the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *Id.* at 248.

In a motion for summary judgment, the movant bears the initial burden to establish an absence of evidence to support the nonmoving party's case. *Celotex*, 477 U.S. at 323. The burden then shifts to the nonmoving party to demonstrate the existence of a genuine dispute. *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 585-86 (1986). The evidence must be viewed in the light most favorable to the nonmoving party. *Id.* at 587.

II. PROCEDURAL AND FACTUAL BACKGROUND

A. Bankruptcy Court

Debtor, together with his wife, Co-Debtor Debra Jean Angst (collectively, "Debtors") filed a voluntary petition ("Petition") pursuant to chapter 7 on April 24, 2008. Debtors listed Plaintiff on their Schedule F as a creditor holding an unsecured nonpriority claim in the amount of \$94,910.15, based upon a "February, 2003 judgment for breach of contract." (Schedule F; Petition at 24.) Debtors received their general discharge on August 4, 2008.

Plaintiff initiated this adversary proceeding by filing

Complaint to Determine Dischargeability of Debt (Doc. # 1) on July 22, 2008. On August 26, 2008, Debtor filed (i) Motion for Leave to Plead (Doc. # 8) and (ii) Answer of Defendant ("Answer") (Doc. # 9). The Court granted Motion for Leave to Plead by Order entered on August 26, 2009 (Doc. # 10).

Plaintiff filed Certification of Defendant's Failure to Respond to Request for Admission ("Certification") (Doc. # 13) on November 20, 2008, which gave "notice that the matters stated in the seventeen (17) Requests for Admission, attached [thereto], are deemed admitted pursuant to FR [sic] Civ. P. 36 and Bankruptcy Rule 7036." (Certification at 2.) Following a June 15, 2009, telephonic status conference, Debtor, by permission of the Court, filed Notice of Delivery of Answers to Interrogatories and Requests for Admissions ("Answers to Interrogatories") (Doc. # 20) on June 15, 2009.

On June 9, 2009, Plaintiff filed Plaintiff's Motion for Leave to File Summary Judgment Motion ("Motion for Leave") (Doc. # 18), which the Court granted, in part, by Order ("Order") (Doc. # 22) on June 22, 2009. The Order granting Motion for Leave stated, in part, "[i]n lieu of stipulation of facts, Plaintiff can rely on all requests for admission that are indicated to be 'correct,' as well as any other undisputed facts." (Order at 1.)

On July 9, 2009, Plaintiff filed (i) the Summary Judgment Motion (Doc. # 25); (ii) Affidavit of Karen Owen ("Plaintiff's Affidavit") (Doc. # 26); and (iii) Trumbull County Common Pleas

Court Case No. 2004 CV 948 Certified Documents (Doc. # 27). Debtor filed Debtor's Opposition (Doc. # 28) on July 21, 2008. Both the Complaint and the Summary Judgment Motion request this Court to find a debt in the amount of \$89,351.00 ("Debt") to be nondischargeable pursuant to 11 U.S.C. § 523(a)(2)(A). The Debt is based on a state court judgment obtained by Plaintiff against Debtor for "Eighty-nine Thousand Three Hundred Fifty-one Dollars (\$89,351.00), interest, court costs, and attorney fees." (Compl. at 3; Summ. J. Motion at 1.) Therefore, this Court will first review the state court action.

B. State Court Action

On April 19, 2004, Plaintiff filed Complaint (Breach of Contract) ("State Court Complaint") in the Trumbull County Court of Common Pleas ("State Court").¹ The State Court Complaint, which was based upon Debtor's alleged failure to complete a renovation of Plaintiff's home, contained two causes of action: (i) breach of contract, and (ii) violation of the Ohio Consumer Sales Practice Act, Ohio Revised Code ("O.R.C.") § 1345.01 *et seq.* ("OCSPA"). Debtor, acting *pro se*, filed First Cause of Action Response ("State Court Answer") on September 16, 2004.

Plaintiff filed Motion to Compel on November 30, 2004, which the State Court granted on December 14, 2004. Plaintiff filed Motion for Summary Judgment ("State Court Summary Judgment Motion") on January 3, 2005, although the State Court did not grant leave to file such motion until January 5, 2005. On April 27, 2005,

¹Copies of all the State Court documents were filed with this Court as part of Doc. # 27. Trumbull County is located in Ohio.

Plaintiff filed (i) Application to Submit Affidavit of Damages, and (ii) Affidavit [of Damages], which stated that Plaintiff's damages totaled \$89,351.00.

On May 11, 2005, the State Court entered Judgment Entry, which reads, in its entirety:

This matter came on for consideration upon the application for damages with the Affidavit of damage of the Plaintiff submitted to the Court. The Court upon review of the Affidavit of damages finds the damages in the amount of \$89,351.00 in favor of Plaintiff and against the Defendant appropriate.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that a judgment is granted in favor for [sic] Plaintiff, Karen Owen, against the Defendant Thomas Angst, dba Silver Skunk Construction, in the amount of \$89,351.00 plus interest, from the date of judgment, court costs and attorney fees.

(St. Ct. Judg. at 1.)

C. Other Undisputed Facts

Because the State Court Judgment contains no findings of fact, this Court has reviewed the following documents to determine the non-procedural undisputed facts: (i) State Court Complaint; (ii) State Court Answer; (iii) Complaint; (iv) Answer; (v) Answers to Interrogatories; (vi) Plaintiff's Affidavit; (vii) Summary Judgment Motion; and (viii) Debtor's Opposition.

The undisputed facts are few. In or around February 2003, Plaintiff and Debtor "entered into a contractual arrangement . . . whereby the Plaintiff agreed to purchase from [Debtor] and [Debtor] agreed to provide labor and material for the renovation to Plaintiff's residence[.]" (St. Ct. Compl. ¶ 5; St. Ct. Answ. at

unnumbered 1.) Further,

[Debtor] expressly and impliedly represented, warranted and guaranteed to Plaintiff that [Debtor] was qualified, experienced and able to provide the materials, labor, work and services called for under the contractual arrangement and that he would provide such materials, labor, work and services in a timely and good and in a workmanlike manner and in accordance with all industry standards and specifications applicable to the renovation of the residence.

(Summ. J. Mot. ¶ 5; Debtor's Opp. ¶ 5.) Finally, at some point after beginning the renovation of the residence, Debtor stopped work on the residence, although the renovation was incomplete.² (St. Ct. Compl. ¶ 10; St. Ct. Answ. at unnumbered 2.) Subsequent to obtaining the State Court Judgment, Plaintiff obtained \$11,250.64 from Debtor. (Plaintiff's Aff. ¶ 8; Debtor's Opp. ¶ 14.)

III. LAW

A. 11 U.S.C. § 523(a)(2)(A)

A chapter 7 discharge does not discharge an individual from any debt "for money, property, services, or an extension, renewal, or refinancing of credit, to the extent obtained, by -- (A) false pretenses, a false representation, or actual fraud, other than a statement respecting the debtor's or an insider's financial condition[.]" 11 U.S.C. § 523(a)(2)(A) (LexisNexis 2008). A creditor must prove four elements by a preponderance of the evidence to except a debt from discharge under § 523(a)(2)(A):

²Plaintiff asserts that Debtor simply "abandoned the work" (Summ. J. Mot. ¶ 8), while Debtor asserts that (i) Plaintiff delayed the renovation by asking him to complete numerous other jobs, including installation of a driveway; (ii) Plaintiff failed to pay Debtor upon completion of said driveway; and (iii) Debtor told Plaintiff he "would be back when Plaintiff paid" for the driveway. (St. Ct. Answ. at unnumbered 1-2.)

(1) the debtor obtained money through a material misrepresentation that, at the time, the debtor knew was false or made with gross recklessness as to its truth; (2) the debtor intended to deceive the creditor; (3) the creditor justifiably relied on the false representation; and (4) its reliance was the proximate cause of loss.

Rembert v. AT&T Universal Card Serv., Inc. (In re Rembert), 141 F.3d 277, 280-81 (6th Cir. 1998). The debtor's intent to deceive a creditor is determined under a subjective standard. *Id.* at 281. Exceptions to discharge are strictly construed against the creditor. *Id.*

B. Collateral Estoppel

Plaintiff argues that the Debt should be excepted from discharge on the basis of collateral estoppel and/or issue preclusion. Plaintiff argues that, based on the State Court Judgment, all of the elements of section 523(a)(2)(A) have been established.

Generally, "[t]he doctrine of collateral estoppel precludes relitigation of issues of fact or law actually litigated and decided in a prior action between the same parties and necessary to the judgment, even if decided as part of a different claim or cause of action." *Markowitz v. Campbell (In re Markowitz)*, 190 F.3d 455, 461 (6th Cir. 1999) (citation omitted). The party asserting preclusion bears the burden of proof. *Taylor v. Sturgell*, 128 S. Ct. 2161, 2180 (2008).

Pursuant to the Full Faith and Credit Statute, 28 U.S.C. § 1738, federal courts "must give to a state-court judgment the same preclusive effect as would be given that judgment under the law of

the State in which the judgment was rendered." *Migra v. Warren City School Dist. Bd. of Educ.*, 465 U.S. 75, 81 (1984). See also *Sill v. Sweeney (In re Sweeney)*, 276 B.R. 186, 189 (B.A.P. 6th Cir. 2002) ("The full faith and credit principles of 28 U.S.C. § 1738 require us to look to state law to determine whether the Ohio courts would give preclusive effect to the judgment in question[.]"). In Ohio, the following elements must be established to apply the doctrine of collateral estoppel:

- 1) A final judgment on the merits in the previous case after a full and fair opportunity to litigate the issue;
- 2) The issue must have been actually and directly litigated in the prior suit and must have been necessary to the final judgment;
- 3) The issue in the present suit must have been identical to the issue in the prior suit; [and]
- 4) The party against whom estoppel is sought was a party or in privity with a party to the prior action.

Id. (citation omitted).

However, the collateral estoppel doctrine is applicable in bankruptcy proceedings to determine dischargeability of debts only to the extent the elements required for discharge are identical to the elements actually litigated and determined in the prior case. *Grogan v. Garner*, 498 U.S. 279, 284-85 (1991). More specifically,

in only limited circumstances may bankruptcy courts defer to the doctrine of collateral estoppel and thereby ignore Congress' mandate to provide plenary review of dischargeability issues. Collateral estoppel applies in bankruptcy courts only if, *inter alia*, the first court has made specific, subordinate, factual findings on the identical dischargeability issue in question--that is, an issue which encompasses the same prima facie elements as the bankruptcy issue--and the facts supporting the court's findings are discernible from that court's record.

Dennis v. Dennis (In re Dennis), 25 F.3d 274, 278 (5th Cir. Tex. 1994).

IV. ANALYSIS

Plaintiff has failed to provide any undisputed facts that address the first two elements necessary to except a debt from discharge under § 523(a)(2)(A): (1) the debtor obtained money through a material misrepresentation that, at the time, the debtor knew was false or made with gross recklessness as to its truth; and (2) the debtor intended to deceive the creditor.³

Plaintiff made two claims about Debtor's representations in her State Court Complaint. In Paragraph 4, she asserts, "At all times prior to entering into a contractual arrangement and thereafter, [Debtor] represented to Plaintiff that he possessed the requisite skill, training and knowledge to renovate Plaintiff's residence in a timely, professional and workmanlike manner." (St. Ct. Compl., ¶ 4.) Paragraph 9 reads:

At all times relevant herein, [Debtor] expressly and impliedly represented, warranted and guaranteed to Plaintiff that [Debtor] was qualified, experienced and able to provide the materials, labor, work and services called for under the contractual arrangement and that they [sic] would provide such materials, labor, work and services in a timely and good and in a workmanlike manner and in accordance with all industry standards and specifications applicable to the renovation of the residence and in reliance upon such representations by [Debtor], Plaintiff agreed to [Debtor's] renovation of her residence.

³Because Plaintiff's Motion for Summary Judgment fails on the first two § 523(a)(2)(A) elements, the Court need not reach the question of the final two elements: (3) the creditor justifiably relied on the false representation; and (4) such reliance was the proximate cause of the creditor's loss.

(St. Ct. Compl., ¶ 9.) While Debtor indicated in his State Court Answer that Paragraph 9 was "true," he also said "Paragraph 4 is incorrect. I told [P]laintiff I am one person and would take me along [sic] time to do this job. She told me she was in no hurry, she came to me and asked me to do the job." (St. Ct. Answ. at unnumbered 2 and 1.) Given that Debtor was acting *pro se* in the State Court Action, it would appear that his admission to the facts in Paragraph 9 may have been qualified by his prior denial of Paragraph 4. Finally, Debtor also asserts:

Plaintiff came to me and asked for an estimate. I gave her a price and informed her that I am only one person, and this job would take a year or more. I left the jobsite [sic] before the issues of extension trusses, corner, header, etc. was [sic] addressed by the building inspector. If any of these things were improper, I would have corrected them if I was still on the job.

(Answ. to Interr. at 8.) Debtor's admissions are not sufficient to establish that (i) Debtor's representations were untrue; (ii) Debtor knew such representations were false or made them with gross recklessness as to their truth; or (iii) Debtor intended to deceive Plaintiff by making such representations.

Plaintiff argues that this Court should apply collateral estoppel to hold that the State Court found Debtor to have violated the OCSPA, which would preclusively establish that Debtor knowingly made misrepresentations with intent to deceive Plaintiff. This argument fails on two counts.

First, the State Court Judgment does not indicate which claim - breach of contract or OCSPA violation - supports the award of

damages. Plaintiff argues that the award of attorney fees indicates that the State Court must have found an OCSPA violation. However, in addition to attorney fees, OCSPA violations allow for the awarding of treble damages under some circumstances.⁴ O.R.C. § 1345.09(B). The State Court Judgment did not include an award of treble damages, even though Plaintiff's Motion for Summary Judgment specifically requested treble damages (St. Ct. Summ. J. Mot. at unnumbered 4.) To add to the confusion, despite requesting treble damages, the State Court Summary Judgment Motion does not reference the OCSPA and appears to request summary judgment based only upon the breach of contract. (St. Ct. Summ. J. Mot. at unnumbered 1.) In short, the basis for the State Court Judgment is simply unclear.

Second, as explained below, even if the State Court had found that Debtor violated the OCSPA, such violation does not necessarily qualify as an exception to discharge under a § 523(a)(2)(A). In support of her assertion that the State Court Judgment is dispositive of the dischargeability issue, Plaintiff cites to

⁴O.R.C. § 1345.09(B) states:

Where the violation was an act or practice declared to be deceptive or unconscionable by rule adopted under division (B)(2) of section 1345.05 of the Revised Code before the consumer transaction on which the action is based, or an act or practice determined by a court of this state to violate section 1345.02, 1345.03, or 1345.031 [1345.03.1] of the Revised Code and committed after the decision containing the determination has been made available for public inspection under division (A)(3) of section 1345.05 of the Revised Code, the consumer may rescind the transaction or recover, but not in a class action, three times the amount of the consumer's actual economic damages or two hundred dollars, whichever is greater, plus an amount not exceeding five thousand dollars in noneconomic damages or recover damages or other appropriate relief in a class action under Civil Rule 23, as amended.

O.R.C. § 1345.09(B) (LexisNexis 2006).

Longbrake v. Rebarchek (In re Rebarchek), 293 B.R. 400 (Bankr. N.D. Ohio 2002) as being "practically on all fours" with the instant case.⁵ (Summ. J. Mot. at 7.) The Court finds, however, that *Rebarchek* is distinguishable on at least two important points.

The *Rebarchek* plaintiffs ("Longbrakes") brought a state court action against the *Rebarchek* debtor ("Rebarchek") for, among other things, violation of the OCSPA. Rebarchek obtained counsel, entered an answer, and participated in at least some discovery. However, Rebarchek's counsel was allowed to withdraw prior to trial, and Rebarchek himself did not attend the trial. The state court took evidence from the Longbrakes, entered a judgment in their favor (including treble damages), and made specific findings of fact regarding Rebarchek's fraudulent conduct.

After Rebarchek filed for bankruptcy, the Longbrakes commenced an adversary proceeding against him seeking to have their claim found to be nondischargeable under 11 U.S.C. § 523(a)(2)(A). In granting the Longbrakes' motion for summary judgment, the bankruptcy court found that the state court's specific findings of fact were such that collateral estoppel applied.

Unlike the instant case, the *Rebarchek* state court (i) awarded treble damages and (ii) made particular findings of fact that

⁵Plaintiff's Motion for Leave asserts that "[v]iolations of [OCSPA] may serve as the basis of a non-dischargeability claim under 11 U.S.C. § 523(a)(2)(A)," and cites to *Hamerly v. Salupo (In re Salupo)*, 386 B.R. 659 (Bankr. N.D. Ohio 2008) and *Longo v. McLaren (In re McLaren)*, 3 F.3d 958 (6th Cir. 1993) in support of this proposition. (Mot. for Leave at 2.) Neither of these cases supports such a proposition. *In re McLaren* makes no mention of the OCSPA. *Id.* In *Salupo*, the claim for violation of the OCSPA was dismissed by stipulation. *In re Salupo*, 386 B.R. at 665.

supported the application of collateral estoppel. Only these two factors, neither of which are present in the instant case, enabled the *Rebarchek* bankruptcy court to apply collateral estoppel, even though the standards for violation of the OCSA and dischargeability under § 523(a)(2)(A) may be different.

The last issue to address concerns whether, under the third prong of Ohio's collateral estoppel test, the issues involved in the present suit are identical to those issues involved in Plaintiffs' state court action. For purposes of a dischargeability action, this means ascertaining whether the factual issues in the state court proceeding were applied "using standards identical to those in the dischargeability proceedings[.]" *Spilman v. Harley*, 656 F.2d 224, 226 (6th Cir. 1981); see also *Grogan v. Garner*, 498 U.S. 279, 111 S.Ct. 654, 112 L.Ed.2d 755 (1991). In this case, such an analysis necessarily requires comparing the standard necessary to maintain a cause of action under § 523(a)(2)(A) to that standard needed to sustain a complaint for a violation of the Ohio Consumer Sales Practices Act.

For purposes of § 523(a)(2)(A), a false representation may be said to occur when a debtor, acting without the intent to materially perform his or her agreed upon obligation, knows or should have known that his or her representation would induce another to advance money, goods or services. See *Bernard Lumber Co. v. Patrick (In re Patrick)*, 265 B.R. 913, 916 (Bankr. N.D. Ohio 2001). By comparison, under the Ohio Consumer Sales Practices Act, which applies to solely "suppliers" and "consumers," a violation occurs when a supplier commits any unfair or deceptive act or practice in connection with a consumer transaction. O.R.C. § 1345.02(A). As it pertains to this requirement, however, no actual showing of a supplier's wrongful intent is required; instead, the consumer must simply show that the supplier did or said something that had "the likelihood of inducing in the mind of the consumer a belief that is not in accord with the facts." *Richards v. Beechmont Volvo*, 127 Ohio App.3d 188, 190, 711 N.E.2d 1088 (1998). Thus, as it pertains to these two standards, it is clear that, although there are similarities, they are not necessarily identical. As such, a debtor's violation of the Ohio Consumer Protection Act, without more, does not require that the

collateral estoppel doctrine be applied to a creditor's cause of action under § 523(a)(2)(A).

In this particular case, however, the state court went beyond simply finding that the Defendant violated the Ohio Consumer Protection Act and also found that the Defendant made "material misrepresentations." Moreover, the state court also found the Defendant liable for treble damages which are only allowed under Ohio Consumer Protection Act if the action had been previously proscribed. O.R.C. § 1345.09(B). Thus, given these considerations, it is this Court's judgment that, for purposes of the third prong of Ohio's collateral estoppel doctrine, any dissimilarities between a cause of action under 11 U.S.C. § 523(a)(2)(A) and the Ohio Consumer Protection Act are cured by the herein stated additional findings made by the state court. As such, the Plaintiffs have sustained their burden of showing that, as applied to his [sic] cause of action under § 523(a)(2)(A), the doctrine of collateral estoppel is applicable in this case.

In re Rebarchek, 293 B.R. at 407-08 (emphasis added). *Cf.*, *Schafer v. Rapp (In re Rapp)*, 375 B.R. 421 (Bankr. S.D. Ohio 2007), where the bankruptcy court granted summary judgment in favor of Debtor, on the grounds that the state court judgment for violation of the OCSPA contained specific findings of fact that indicated Debtor's actions did not meet the § 523(a)(2)(A) standard.

Collateral estoppel does not apply in the instant case. Debtor's (i) knowledge of or recklessness concerning the falsity of his representations and (ii) intent to deceive are essential elements of a cause of action under § 523(a)(2)(A). Even if the State Court Judgment had specified that Debtor violated the OCSPA, the State Court Judgment contains no findings of fact addressing Debtor's knowledge or intent when he made representations to Plaintiff regarding the renovation. Indeed, the best Plaintiff is

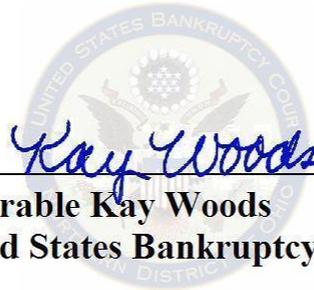
able to argue is that it is "implicit" that the State Court Judgment is based on a violation of the OCSPA and that Debtor's intent can be "inferred" from that implication. (Summ. J. Mot. at 3 and 10.) Thus, there are genuine issues of material fact regarding Debtor's knowledge and intent. Further, the State Court's decision not to award treble damages supports an argument that the State Court did not find Debtor's actions to be "deceptive or unconscionable" as required by O.R.C. § 1345.09(B).

V. CONCLUSION

Given the State Court Judgment's lack of specificity, collateral estoppel is not appropriate in this case. Plaintiff has failed to carry her burden of proving there are no genuine issues of material fact. As a consequence, the Summary Judgment Motion must be denied. An appropriate order will follow.

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IT IS SO ORDERED.



Dated: August 13, 2009
02:29:27 PM

Honorable Kay Woods
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO

IN RE:

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DEBRA JEAN ANGST,

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HONORABLE KAY WOODS

ORDER DENYING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

This cause is before the Court on Plaintiff's Motion for
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Plaintiff Karen Owen ("Plaintiff") on July 9, 2009. Debtor/Defendant Thomas Arthur Angst ("Debtor") filed Defendant's Brief in Opposition to Plaintiff's Motion for Summary Judgment (Doc. # 28) on July 21, 2009. At issue is the dischargeability of a debt owed by Debtor to Plaintiff based on a 2003 state court judgment.

For the reasons set forth in this Court's Memorandum Opinion entered this date, the Court hereby denies the Summary Judgment Motion.

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