United States Bankruptcy Court
Northern District of Illinois
Eastern Division

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Bankruptcy Caption: *In re John E. Kubin*

Bankruptcy No.: 18-02853

Adversary Caption: *David Blazek v. John E. Kubin*

Adversary Case No.: 22-00030

Date of Issuance: May 9, 2022

Judge: Deborah L. Thorne

Appearance of Counsel:

Steven J. Grace

Representing Plaintiff

Troy Gleason
Gleason & Gleason

Representing Defendant

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	
	)	Case No: 18-02853
John E. Kubin	)	Chapter 7
Debtor	)	
	)	
	)	
David Blazek.	)	
Plaintiff	)	Adversary Proceeding No. 22-00030
	)	
v.	)	
	)	
John E. Kubin,	)	Honorable Deborah L. Thorne
Defendant	)	

ORDER DENYING IN PART AND GRANTING IN PART DEFENDANT'S MOTION TO DISMISS

This matter comes before the court on a motion to dismiss. John E. Kubin ("**Defendant**") moves to dismiss (the "**Motion to Dismiss**") all four counts of the complaint (the "**Complaint**") filed by David Blazek ("**Plaintiff**") against Defendant. The Complaint alleges that Plaintiff's claims against Defendant are nondischargeable under §§ 523(a)(3), (a)(2)(A) and (a)(2)(B) of the Bankruptcy Code.[1] In the alternative, the Complaint seeks "denial"[2] of Defendant's discharge under § 727(a)(4)(A). For the reasons described below, the court denies in part and grants in part the Motion to Dismiss.

FACTUAL BACKGROUND

Plaintiff and Defendant were co-workers at a non-profit organization in Tinley Park, Illinois.[3] Between 2006 and 2016, Plaintiff loaned money to Defendant on a short-term basis for

[1] Unless otherwise indicated, all statutory provisions cited in the text refer to Title 11 of the U.S. Code.
[2] Plaintiff asks the court to "deny" the discharge. However, because the discharge was already granted on May 8, 2018, the appropriate remedy would be revocation of the discharge, and the relevant subsection is § 727(d).
[3] Unless otherwise indicated, all facts in this section are as set forth in the Complaint (Adv. Dkt. No. 1). The court views the Complaint and the facts asserted in the light most favorable to Plaintiff, taking as true all well-pleaded

various purposes. During that time, Defendant made approximately 104 repayments in amounts ranging from $100 to $230. *See* Adv. Dkt. No. 4, ¶ 2. In 2008, Plaintiff loaned Defendant an additional $12,000 on the condition that Defendant and his girlfriend would be jointly and severally liable and would repay the loan from the inheritance that Defendant's girlfriend was set to receive. In 2013, Plaintiff loaned an additional $7,000 on the condition that Defendant would increase his monthly payments from $100 to $250 per month and use the proceeds from his tax refund to repay the debt. In November of 2016, Plaintiff loaned Defendant an additional $11,000 after Defendant stated that he and his son were threatened by a dangerous loan shark and that they were in physical danger. Defendant also promised to pay back the loan from his own $150,000 inheritance. Defendant provided documentation to prove that he was to receive the inheritance from his elderly relative. On January 12, 2017, Defendant told Plaintiff that he had secured a loan in the amount of $14,000 to repay his debt to Plaintiff. On January 13, 2017, Plaintiff sent a text message to Defendant reminding him that the debt amounted to $19,335 and asking him to confirm that he would repay. *See* Adv. Dkt. No. 1, Ex. A at 45. In response, Defendant texted Plaintiff the following message: "Yes dave, you will get your money." *Id.* at 46. Defendant's last repayment to Plaintiff occurred in October of 2016. *See* Adv. Dkt. No. 1, Ex. B. The outstanding principal amount as of November 2016 was $19,335.00.

On January 31, 2018, Defendant filed for relief under chapter 7 of the Bankruptcy Code. Because there was no property available to pay creditors, no proof of claim deadline was set. On Schedule E/F to his petition, Defendant misspelled Plaintiff's name and provided an incorrect, incomplete address for Plaintiff. Instead of "David Blazek," Defendant wrote "Davide Blascak." In the address line, Defendant wrote simply "crestwood, IL," though Plaintiff has resided in Palos

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factual allegations and drawing all reasonable inferences in Plaintiff's favor. *See Anchorbank, FSB v. Hofer*, 649 F.3d 610, 614 (7th Cir. 2011). Defendant has not disputed any of the factual allegations set forth here.

Heights, Illinois for 30 years. *See* Dkt. No. 13; Adv. Dkt. No. 1. The creditor matrix also reflected the incorrect name and incomplete address. *See* Dkt. No. 1. As a result, the Bankruptcy Noticing Center certified that it sent the Notice of Chapter 7 Bankruptcy Case (including the deadline for objecting to discharge or nondischargeability) and the Notice of Discharge to Davide Blascak at crestwood, IL. *See* Dkt. Nos. 7 and 13.

On May 8, 2018, Defendant received a discharge under Section 727, and the case was closed a few days later. *See* Dkt. Nos. 15 and 17. When Plaintiff sent Defendant a demand letter attempting to collect the debt in 2021, Plaintiff found out that the debt had been discharged. On February 16, 2022, Plaintiff moved to reopen the chapter 7 case to contest the dischargeability of the debt, and the court granted that motion. Plaintiff then filed his Complaint seeking a determination that his claim against Defendant is non-dischargeable under §§ 523(a)(3), (a)(2)(A) and (a)(2)(B). Alternatively, the Complaint seeks denial of a discharge under § 727(a)(4)(A).

JURISDICTION

The court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and Internal Operating Procedure 15(a) of the United States District Court for the Northern District of Illinois. This is a core proceeding under 28 U.S.C. § 157(b)(2)(I). Venue is proper under 28 U.S.C. § 1409(a).

DISCUSSION

When reviewing a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6), the court must determine whether the pleading "contain[s] a 'short and plain statement of the claim showing that the pleader is entitled to relief.'" *Ashcroft v Iqbal*, 556 U.S. 662, 677-78 (2007) (quoting Fed. R. Civ. P. 8(a)(2)). A complaint "must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'. . . A claim has facial plausibility when

the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Id.* at 678 (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). Under this standard, "a plaintiff must provide only enough detail to give the defendant fair notice of what the claim is and the grounds upon which it rests, and, through his allegations, show that it is plausible, rather than merely speculative, that he is entitled to relief." *Id.* (quoting *Tamayo v. Blagojevich*, 526 F.3d 1074, 1083 (7th Cir. 2008)). In assessing sufficiency, the court views the complaint "in the light most favorable to the plaintiff, taking as true all well-pleaded factual allegations and making all possible inferences from the allegations in the plaintiff's favor." *Anchorbank, FSB v. Hofer*, 649 F.3d 610, 614 (7th Cir. 2011).

In *Brooks v. Ross*, the Seventh Circuit summarized the legal standards for determining whether a complaint should be dismissed under Rule 12(b)(6):

> First, a plaintiff must provide notice to defendants of her claims. Second, courts must accept a plaintiff's factual allegations as true, but some factual allegations will be so sketchy or implausible that they fail to provide sufficient notice to defendants of the plaintiff's claim. Third, in considering the plaintiff's factual allegations, courts should not accept as adequate abstract recitations of the elements of a cause of action or conclusory legal statements.

Brooks v. Ross, 578 F.3d 574, 581 (7th Cir. 2009).

When a plaintiff alleges fraud, a more stringent pleading standard applies. According to Rule 9(b) of the Federal Rules of Civil Procedure, a party "must state with particularity the circumstances constituting fraud." Fed. R. Civ. P. 9(b); Fed. R. Bankr. P. 7009. To sufficiently plead fraud, "the complaint must allege what (or how much) was transferred, when the transfer was made, how it was made, who made it, who received it, and under what circumstances." *Marwil v. Oncale*, 2010 WL 2650024, at *3 (Bankr. N.D. Ill. June 30, 2010). However, the particularity requirement of Rule 9(b) should be read in conjunction with Rule 8(a)'s "short and plain statement" pleading requirement. *In re Moore*, 620 B.R. 617, 631-32 (Bankr. N.D. Ill. 2020) (citing *New*

Century Bank v. Carmell (In re Carmell), 424 B.R. 401, 412 (Bankr. N.D. Ill. 2010)). Thus, it is not necessary that a plaintiff plead each fraudulent detail, so long as the circumstances constituting fraud have been set forth adequately. *Id.* It is only necessary to set forth a basic outline of fraud to alert the defendant of the alleged fraud he needs to defend against. *Id.* Malice, intent, knowledge, and other mental states may be alleged generally. Fed. R. Civ. P. 9(b).

1. Count I (11 U.S.C. § 523(a)(3))

Section 523(a)(3)(B) provides in relevant part that if a debt "is of a kind specified in [§ 523(a)(2)]," and if that debt is "neither listed nor scheduled . . . in time to permit . . . timely filing of a proof of claim and timely request for a determination of dischargeability of such debt," then a chapter 7 discharge does not discharge the debtor from that debt unless the creditor "had notice or actual knowledge of the case in time for such timely filing and request." 11 U.S.C. § 523(a)(3)(B).

Subsections 2 and 3 below explain the court's finding that Defendant's debt to Plaintiff is of a kind specified in § 523(a)(2). This subsection 1 evaluates the other requirements for nondischargeability under § 523(a)(3).[4]

Proper scheduling requires the correct name and address of creditors on the debtor's schedules and creditors matrix. *In re Lyman*, 166 B.R. 333, 335-36 (Bankr. S.D. Ill. 1994). "Behind this requirement are basic due process considerations of notice; that is, a creditor must be informed about the bankruptcy to enable it to take necessary steps to protect its interests." *Id.* A debt is not considered "listed or scheduled" within the meaning of § 523(a)(3) unless it is listed

[4] The Motion to Dismiss does not address Count I of the Complaint in isolation. Whereas Defendant addresses Counts II, III and IV specifically, Count I is included only in Defendant's general argument that Plaintiff's entire Complaint is time barred by the statute of limitations. (See Subsection 5 below.) Nonetheless, because Count I bears on the procedural propriety of the Complaint filed nearly four years after Defendant's discharge, the court addresses it here to help frame the ensuing discussion.

and scheduled with sufficient accuracy to give the creditor notice of the bankruptcy proceeding. *See In re Adams*, 734 F.2d 1094, 1098 (5th Cir. 1984) ("It is well settled that if a debtor lists incorrectly the name or address of a creditor in the required schedules, so as to cause the creditor not to receive notice, that creditor's debt has not been 'duly scheduled.'").

Plaintiff has successfully alleged facts sufficient to withstand the Motion to Dismiss under § 523(a)(3)(B). Specifically, Plaintiff alleged (and Defendant does not deny) that Defendant misspelled Plaintiff's name and provided an incorrect address on Schedule E/F. *See* Adv. Dkt. No. 1, ¶ 52. Plaintiff also stated (and Defendant does not deny) that Plaintiff only found out about the bankruptcy nearly four years after the case was closed. *Id.*, ¶ 61. The court takes judicial notice of the certifications of notice filed by the Bankruptcy Noticing Center which indicate that no notice was ever sent to Plaintiff at his address. *See* Dkt. Nos. 7 and 16; *In re Brent*, 458 B.R. 444, 455 n. 5 (Bankr. N.D. Ill. 2011) (the court may take judicial notice of the contents of its dockets). Therefore, Plaintiff has alleged factual content that supports the court's reasonable inference that the debt was not properly scheduled, and that Plaintiff did not have notice or actual knowledge of the bankruptcy in time to contest the dischargeability of his claim.

Moreover, though not essential to the adequacy of the Complaint nor necessary for the court's decision, it is worth noting that Plaintiff has also successfully alleged facts sufficient to withstand the Motion to Dismiss under § 523(a)(3)(A). Under that provision, when an unlisted creditor with neither notice nor knowledge of a no-asset bankruptcy case is owed an unscheduled debt, that debt may be discharged only when, among other things, the debtor omitted the debt and creditor inadvertently. *See In re Jakubiak*, 2019 WL 1453067, at *4 (Bankr. E.D. Wis., Mar. 29, 2019).

Here, Plaintiff has alleged that Defendant's mistake in Schedule E/F was not inadvertent. Specifically, Plaintiff asserted that Defendant failed to list Plaintiff completely and accurately on his bankruptcy schedules to prevent Plaintiff from receiving notice and to prevent him from asserting his legal rights in Defendant's bankruptcy. *See* Adv. Dkt. No. 1, ¶¶ 53-54. To support this assertion, Plaintiff stated (and Defendant does not deny) that prior to filing bankruptcy, Defendant knew Plaintiff's address because Defendant had driven Plaintiff multiple times to his home in Palos Heights, where Plaintiff resided for 30 years. *Id.* Therefore, even if the "debt is not of a kind specified in [§ 523(a)(2)]," Plaintiff has alleged factual content that would support a reasonable inference that the debt is nondischargeable under § 523(a)(3)(A).

The reason this conclusion is neither essential to the adequacy of the Complaint nor necessary for the court's decision is that, as explained in subsections 2 and 3 below, the court finds that the debt is of a kind specified in § 523(a)(2). Consequently, the Complaint is best understood within the context of § 523(a)(3)(B), because § 523(a)(3)(A) does not apply.

2. Count II (11 U.S.C. §523(a)(2)(A))

Under § 523(a)(2)(A), "any debt for money … or refinancing of credit, to the extent obtained by false pretenses, a false representation, or actual fraud, other than a statement respecting the debtor's … financial condition" is nondischargeable. 11 U.S.C. § 523(a)(2)(A). To establish nondischargeability under § 523(a)(2)(A), a creditor bears the burden of demonstrating by a preponderance of the evidence that (1) the debtor made a false representation or omission (2) that the debtor (a) knew was false or made with reckless disregard for the truth and (b) was made with the intent to deceive, (3) upon which the creditor justifiably relied. *See Ojeda v. Goldberg*, 599 F.3d 712, 716-17 (7th Cir. 2010) (citing *Matter of Scarlata*, 979 F.2d 521, 525 (7th Cir. 1992)); *Grogan v. Garner*, 498 U.S. 279, 286 (1991).

Justifiable reliance "requires only that the creditor did not 'blindly [rely] upon a misrepresentation the falsity of which would be patent to him if he had utilized his opportunity to make a cursory examination or investigation.'" *Ojeda*, 599 F.3d at 717 (quoting *Field v. Mans*, 516 U.S. 59, 71 (1995)). "To satisfy the reliance element of § 523(a)(2)(A), the creditor must show that the debtor made a material misrepresentation that was the cause-in-fact of the debt that the creditor wants excepted from discharge." *In re Scarpello*, 272 B.R. 691, 700 (Bankr. N.D. Ill. 2002); *see also Mayer*, 51 F.3d at 676 ("reliance means the conjunction of a material misrepresentation with causation in fact").

Unlike § 523(a)(2)(B), § 523(a)(2)(A) does not apply to debts obtained by false representations about the debtor's financial condition. 11 U.S.C. § 523(a)(2). In that regard, the exceptions in § 523(a)(2)(A) and (a)(2)(B) are "mutually exclusive." *In re Sharp*, 561 B.R. 673, 679 (Bankr. N.D. Ill. 2016).

Nothwithstanding that distinction, Plaintiff has successfully alleged facts sufficient to survive the Motion to Dismiss under § 523(a)(2)(A). Specifically, Defendant told Plaintiff via text message that Defendant and his son were threatened by a dangerous loan shark and that Defendant needed money to stop these threats. *See* Adv. Dkt. No. 1, ¶65. The Complaint alleges that without those representations Plaintiff would not have made any loans to Defendant. *Id.*, ¶¶ 69-70. Based on Plaintiff's allegations—and Defendant's text messages—it is plausible that Plaintiff justifiably relied on those representations in providing the loans to Defendant.

Plaintiff alleges that Defendant knew that the misrepresentations were false, and that Defendant made those misrepresentations with the intent of deceiving Plaintiff into making additional loans. Adv. Dkt. No. 1, ¶¶ 67-68. According to Rule 9(b), "[m]alice, intent, knowledge, and other conditions of a person's mind may be alleged generally." Fed. R. Civ. P. 9(b). Therefore,

Plaintiff's allegations regarding the Defendant's intent and knowledge are also sufficient to withstand the Motion to Dismiss. *See In re Moore*, 620 B.R. at 635 (concluding that the complaint stated a claim upon which relief may be granted even though the allegation regarding the debtor's intent was "mere speculation").

Based on the above, Plaintiff has pled facts sufficient to support the reasonable inference that the debt owed to him is of a kind specified in § 523(a)(2)(A).

3. Count III (11 U.S.C. §523(a)(2)(B))

To establish that a debt is nondischargeable under § 523(a)(2)(B), a creditor must prove that the debtor made a materially false written statement about his financial condition with the intent to deceive, and that the creditor reasonably relied on the statement. *In re Adcock*, 618 B.R. 260, 264 (Bankr. C.D. Ill. 2020); *In re Cohen*, 507 F.3d 610, 613 (7th Cir. 2007).

Section 523(a)(2)(B) is not limited solely to formal representations made by a debtor to a proposed creditor, such as in a loan application or financial statement. *Lamar, Archer & Cofrin, LLP v. Appling*, 138 S. Ct. 1752, 1759 (2018). Instead, in this context, a "statement" is "the act or process of stating, reciting, or presenting orally or on paper; something stated as a report or narrative; a single declaration or remark." *Id.* The Supreme Court has observed that a single representation about even one asset can serve as "evidence of ability to pay" and thus qualify as a statement respecting a debtor's financial condition that may justify an exception to discharge under § 523(a)(2)(B). *Id.* at 1761.

In the § 523(a)(2)(B) context, "a statement in writing" is one written by the debtor, signed by the debtor, or written by someone else but adopted and used by the debtor. *Tallant v. Kauman (In re Tallant)*, 218 B.R. 58, 69 (9th Cir. BAP 1996); *In re Evans*, 2021 WL 4005871, at *3-4

(Bankr. D. Idaho Sept. 2, 2021) (concluding that, because text messages were written by the defendant, the messages constituted a written statement).

Intent to deceive may be demonstrated by proving reckless indifference to, or reckless disregard for, the accuracy of the information in a financial statement. *In re Grossman*, 174 B.R. 972, 984 (Bankr. N.D. Ill. 1994). Intent to deceive may logically be inferred from a false representation which the debtor either knows or should know will induce the lender to make a loan. *In re Napier*, 205 B.R. 900, 907 (Bankr. N.D. Ill. 1997).

Here, Plaintiff has pled factual allegations sufficient to withstand the Motion to Dismiss under § 523(a)(2)(B). Defendant made a number of written statements in the form of text messages respecting his financial condition. Specifically, Defendant stated that he was set to receive an inheritance from an elderly relative and that he would repay all loans received from Plaintiff using those inherited funds. *See* Adv. Dkt. No. 1, ¶ 35. Defendant also stated that his girlfriend was set to receive an inheritance and that Defendant would repay a portion of the loans received from Plaintiff using her inheritance. *See id.*, ¶ 12. Defendant also promised that he would turn over his tax refund to Plaintiff and stated that he secured a loan from his girlfriend's parents to repay the remaining debt to Plaintiff. *See id.*, ¶¶ 18 and 49. The Complaint alleges that, absent those representations about the sources for repayment, Plaintiff would not have made any loans to Defendant. *Id.*, ¶¶ 69-70. Based on Plaintiff's allegations—and Defendant's text messages and presentation to Plaintiff of evidence ostensibly documenting his inheritance entitlement—it is plausible that Plaintiff reasonably relied on those representations in providing the loans to Defendant.

Moreover, as discussed above in subsection 2, Plaintiff's allegations regarding the Defendant's intent and knowledge are sufficient to withstand the Motion to Dismiss. Therefore,

Plaintiff has pled facts sufficient to support the reasonable inference that the debt owed to him is of a kind specified in § 523(a)(2)(B).

4. Count IV (11 U.S.C. § 727(a)(4)(A))

Under §727(a)(4)(A), "[t]he court shall grant the debtor a discharge, unless . . . the debtor knowingly and fraudulently, in or in connection with the case . . . made a false oath or account." 11 U.S.C. §727(a)(4)(A). Once the discharge is granted, § 727(d) specifies the grounds for revocation of a discharge. 11 U.S.C § 727(d). On request of the trustee, a creditor, or the United States Trustee, and after notice and a hearing, the court shall revoke a discharge granted under §727(a) if (1) such discharge was obtained through the fraud of the debtor, and the requesting party did not know of such fraud until after the granting of such discharge; and (2) the debtor acquired property that is property of the estate, or became entitled to acquire property that would be property of the estate, and knowingly and fraudulently failed to report the acquisition of or entitlement to such property, or to deliver or surrender such property to the trustee. 11 U.S.C §§ 727(d)(1); (d)(2). However, a complaint asserting revocation under § 727(d)(1) must be filed within one year of the entry of the discharge order. 11 U.S.C § 727(e)(1). A complaint asserting revocation under § 727(d)(2) must be filed within one year from the later of the granting of the discharge or the closing of the case. 11 U.S.C § 727(e)(2).

The Complaint was filed four years after the discharge was granted and the case was closed. Therefore, the request to revoke the discharge was not timely filed, and Count IV of the Complaint is dismissed with prejudice.

5. Statute of Limitations

As a matter of federal law, a complaint to determine the dischargeability of a debt under § 523(a)(3)(B) "may be filed at any time." Fed. R. Bankr. Proc. 4007(b); § 523(c). However,

there is no debt at all unless the creditor has a "right to payment" under state law. *See* 11 U.S.C. §§ 101(5), (12); *Butner v. United States*, 440 U.S. 48, 54 (1979). Therefore, to win a determination of nondischargeability, a creditor must establish that they hold a right to payment under state law that is not barred by the relevant statute of limitations.

Under Illinois law, "[a]ctions on written contracts typically have a 10–year period of limitations, while actions on oral contracts have a 5–year period of limitations." *Crawford v. Belhaven Realty LLC*, 109 N.E.3d 763, 778 (IL App. 1st 2018) (citations omitted). But even where a contract is in writing, the contract will be treated as *oral* for purposes of the statute of limitations if essential terms of the contract are not ascertainable from the written contract itself. *Id*.

A text message can be a writing when it contains sufficient terms to constitute a binding contract. *See St. John's Holdings, LLC v. Two Elecs., LLC*, 2016 WL 1460477, at *8 (Mass. Land Ct. Apr. 14, 2016) (stating that the writing need not be a formal contract, but the terms of the writing must be sufficiently complete and definite). "[A] writing is complete 'when the language of the instrument may fairly be construed to contain a promise to pay money or contains facts from which the law implies a promise to pay, so long as parol evidence is not necessary to establish any essential elements.'" *Kranzler v. Saltzman*, 407 Ill. App. 3d 24, 28 (2011) (quoting *Toth v. Mansell*, 207 Ill. App. 3d 665, 670 (1990)). The essential elements or terms of a promise to pay are: (1) the parties to the agreement; (2) the nature of the transaction; (3) the amount in question; and (4) at least a reasonable implication of an intention to repay the debt. *Kranzler*, 407 Ill. App. 3d at 28.

Applying this rule to the text messages between Plaintiff and Defendant in January of 2017, the court finds that the text messages between Plaintiff and Defendant contained all the essential elements necessary to constitute "written evidence of indebtedness" under Illinois law. *See* 735

Ill. Comp. Stat. 5/13-206. On January 13, 2017, at 9:35 p.m., Plaintiff sent a text message to Defendant reminding him that the debt amounted to $19,335 and asking him to confirm that he would repay. Adv. Dkt. No. 1, Ex. A at 45. On January 14, 2017, at 6:43 a.m., Defendant replied, stating: "Yes dave, you will get your money." *Id.* at 46.

Based on the messages, the court concludes that (i) the parties to the agreement are Plaintiff and Defendant; (ii) the nature of the transaction is a loan, extended by Plaintiff to Defendant; (iii) the amount in question is $19,335; and (iv) the implication that Defendant intends to repay the debt is reasonable.

Therefore, under Illinois law, Plaintiff's action to enforce the contract is subject to a 10-year limitations period which began on January 14, 2017. Plaintiff filed this Complaint within that period.

CONCLUSION

Defendant's Motion to Dismiss is DENIED with respect to Counts I, II, and III of the Complaint and GRANTED with respect to Count IV of the Complaint. Count IV of the Complaint is dismissed with prejudice. Defendant is required to answer in 21 days and a status conference is set for May 26, 2022, at 9:30am.

Dated: May 9, 2022

Entered:

Honorable Deborah L. Thorne
United States Bankruptcy Judge
Northern District of Illinois