United States Bankruptcy Court
Northern District of Illinois
Eastern Division

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Bankruptcy Caption: Kenneth A. Fixler

Bankruptcy No.: 19 B 36659

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Judge: A. Benjamin Goldgar

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 7
	)	
KENNETH A. FIXLER,	)	No. 19 B 36659
	)	
Debtor.	)	Judge Goldgar

MEMORANDUM OPINION

Before the court for ruling in this chapter 7 case is the motion of trustee Ilene Goldstein under section 363(b) of the Bankruptcy Code to sell property of the bankruptcy estate to BCL-Home Rehab, LLC. The property is the Riverwoods, Illinois residence of debtor Kenneth A. Fixler. No creditor who will receive a distribution from the estate objects to the sale. The only objecting parties are Fixler himself and his father, Lowell S. Fixler, as trustee of the Lowell S. Fixler Trust.

Because neither Fixler nor the Trust has standing to object to the sale, Goldstein's motion will be granted.

1. Jurisdiction

The court has subject matter jurisdiction under 28 U.S.C. § 1334(b) and the district court's Internal Operating Procedure 15(a). This is a core proceeding. 28 U.S.C. §§ 157(b)(2)(A), (N); *see In re Efoora, Inc.*, 472 B.R. 481, 483 (Bankr. N.D. Ill. 2012).

2. Background

The background facts come from several sources: the parties' papers, other papers filed in the bankruptcy case and related adversary proceedings, the court's docket, and the court's opinion in *BCL-Home Rehab LLC v. Fixler (In re Fixler)*, Nos. 19 B 36659, 21 A 215, 2022 WL

2903356 (Bankr. N.D. Ill. July 22, 2022). No facts are disputed, and no evidentiary hearing is necessary.

a. Home Rehab

Home Rehab was a business that bought foreclosed single-family homes, rehabbed them, and sold them. The company was an affiliate of Barnett Capital whose president and chairman was Joel Barnett. In 2010, Fixler became Home Rehab's president and assumed responsibility for its operations. He also received a 20% membership interest in the company. (The majority owner was BCL-Family LLC, of which Joel Barnett was the sole member.) As a member of Home Rehab, Fixler received a pro rata share of its profits and also guaranteed repayment of his pro rata share of any losses.

At first, Home Rehab's operations went well, generating a large profit. Then, in early 2014, Fixler convinced the other Home Rehab members to take the company in a new direction. He proposed expanding the business into the luxury home market. The other members evidently went along.

The move was a mistake. Fixler's plan required a major financial investment. In 2014 and early 2015 alone, the company spent more than $40 million to acquire new properties. But the plan failed to generate profits to match. The reason, Home Rehab has maintained, is that Fixler mismanaged the company, failing to keep construction on schedule and employing incompetent contractors. And because Fixler had sole control of the company's operations he managed to hide his mismanagement from the other members. Home Rehab says his mismanagement resulted in millions of dollars in losses, losses that continued for the next several years.

To cover the continuing losses, Home Rehab's members contributed capital to the

company each year. For the first few years, Fixler contributed his 20% share. But then Fixler began to run short of funds.

In 2018, Fixler asked Barnett to spell him until he could get money from his father, Lowell. Barnett and his wife Nancy agreed. In July 2018, Fixler took out a mortgage on his home in Riverwoods securing a note for $453,100. The Barnetts co-signed the note. The next year, Fixler took out a second mortgage on the Riverwoods property. The second mortgage secured a note for $350,000 that Fixler borrowed from Lowell Fixler through the Lowell S. Fixler Trust.

But these infusions failed to make a dent in his obligations to Home Rehab. Fixler still owed nearly $4 million as his share of company losses, not to mention nearly $200,000 that Home Rehab had advanced him to pay his living expenses. Fixler stopped making payments on the first mortgage and has made no payments since. The same month he granted the second mortgage to the Trust, he quit Home Rehab.

b. The Bankruptcy Case

Later in 2019, Fixler filed a chapter 7 bankruptcy case, and John Gierum was appointed trustee.[1/]

On his schedules, Fixler listed several assets, only one of them material here. On his Schedule A/B, Fixler listed the Riverwoods property, valuing it at $850,000. His Schedule D disclosed the first mortgage with a $444,501 balance and the second mortgage with a $190,792 balance. On an amended Schedule C, Fixler claimed his $15,000 homestead exemption in the property.

[1/] Gierum resigned as trustee in 2021 and Goldstein was appointed in his place.

With nearly $200,000 of potential equity available, the trustee filed an initial report of assets.[2] May 27, 2020, was set as the deadline for creditors to file proofs of claim. To date, only three creditors have filed claims: JPMorgan Chase Bank ($5,773.55), Citibank, N.A. ($2,969.50), and Home Rehab ($4,764,514).

c. The Adversary Proceedings

In 2021, Home Rehab sued Fixler in the bankruptcy case, alleging that Fixler's nearly $5 million debt to the company was excepted from discharge. The original adversary complaint was dismissed for failure to state a claim, and an amended complaint was also dismissed – with prejudice. Home Rehab did not appeal the dismissal. Because Fixler had received his discharge in 2021, he is no longer liable to Home Rehab for the debt.

Meanwhile, Goldstein had filed an adversary complaint of her own, this one against Lowell Fixler as trustee of the Lowell S. Fixler Trust. She alleged that the Trust paid nothing to Fixler under the note securing the second mortgage, that payments Fixler and his wife received came from Lowell Fixler personally rather than the Trust. Goldstein asked to avoid the Trust's mortgage avoided under sections 548(a)(1)(A) or (B) of the Code as an intentionally or constructively fraudulent transfer. Lowell Fixler as trustee answered the complaint, denying that the mortgage was a fraudulent transfer and asserting that the complaint failed to state a claim. He also counterclaimed for a determination that the mortgage lien was valid and secured a debt of at least $231,473. Goldstein answered the counterclaim, taking the same position she took in

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[2] Fixler insists that any equity in the Riverwoods property is long gone. As of July 2023, he says, the first mortgage had a payoff of $624,085.76 and the second a payoff of at least $230,000, together more than the $850,000 value of the property. A payoff letter the trustee submitted supports Fixler's contention about the first mortgage; the basis for his contention about the second mortgage is unclear. To avoid a pointless hearing, this decision assumes that Fixler is right, and the property has no equity.

her complaint.

d. The Settlement and Sale Motions

In early 2023, Goldstein moved in the bankruptcy case to approve a settlement with the Trust for $25,000. She said that a victory in the adversary proceeding would have eliminated the Trust's mortgage and allowed her to sell the Riverwoods property. After "exhaustive discovery," however, she had concluded that given the property's value, the amount of unpaid real estate taxes, and the balance of the first mortgage, a sale would net the estate only $25,000.

Home Rehab objected to the settlement, and for the next five months the motion was continued several times. During that period, Home Rehab and the Trust engaged in a bidding war for the property.

Then, in June 2023, Goldstein moved in the bankruptcy case to approve a sale of the Riverwoods property. Home Rehab had offered $75,000 for the property, three times the Trust's original offer, due in part (Goldstein said) to "[the Barnetts'] own financial obligation on the unpaid first mortgage." With the sale approved, Goldstein would pay Fixler his homestead exemption under 735 ILCS 5/12-901 (2023) and then ask to have her adversary proceeding dismissed without prejudice. Because the sale would remove the Riverwoods property from the bankruptcy estate, the estate would no longer have an interest in the proceeding.

The sale motion, too, was continued several times while the bidding war continued – until Home Rehab at last made an offer the Trust either could not or would not match: $150,000 in cash plus subordination of Home Rehab's claim to the other roughly $9,000 in claims in the bankruptcy case.

With the Trust unable or unwilling to offer more, Fixler and the Trust objected to the sale motion. They argued that in approving a section 363 sale, the court could consider the "ulterior

motives" of the purchaser, and Home Rehab's sole motive was to harass Fixler and force him to pay its nearly $5 million claim. That motive was plain, Fixler and the Trust said, because the property had no equity, and so the price was one "no objectively reasonable arm's-length buyer would be willing to pay." With Fixler's liability to Home Rehab discharged, the only reason for Home Rehab to buy the property was to force Fixler to pay the company, a violation of the discharge injunction in section 524.

In reply, Goldstein and Home Rehab asserted that neither Fixler nor the Trust had standing to object to make these arguments or object to the sale at all. That was so because the case was not a surplus case (meaning the debtor would receive something after all creditors were paid), and the Trust had filed no claim and so would also receive nothing. Simply put, the settlement would have no monetary effect on either one.

Because Fixler and the Trust's standing to object was raised for the first time in reply, the parties were allowed to submit additional briefs on the question. Fixler and the Trust argued that Fixler had standing because the sale of the Riverwoods property to Home Rehab, a creditor with no love for Fixler, "imperil[ed] his discharge." And the Trust had standing because granting the motion might "impair its prosecution" of the counterclaim to Goldstein's fraudulent transfer claims, litigation in which it had sunk a great deal of money. Goldstein disagreed on both points.

The sale motion is fully briefed and ready for ruling.

3. Discussion

Goldstein's motion will be granted. She is right: neither Fixler nor the Lowell S. Fixler Trust has standing to object to the sale. Each lacks what is often called "bankruptcy standing" because each lacks a pecuniary interest that the sale will affect. Fixler has no pecuniary interest because his bankruptcy case will not be a surplus case: he will receive nothing from the estate

after all creditors are paid no matter how much Goldstein gets for the property. The Trust has no pecuniary interest because it filed no proof of claim. It, too, will receive nothing from the estate, no matter the sale price.

With no pecuniary interest of the usual kind, Fixler and the Trust try other tacks. Each, though, runs into a more fundamental problem – standing under Article III. Fixler argues that Home Rehab will use its ownership of the Riverwoods property to violate the discharge injunction. But that is only a possible future injury, one insufficient to confer standing. The Trust complains that it has already spent money fighting Goldstein's fraudulent transfer action and pursuing the counterclaim. But that is no injury at all. Changing the property owner from the bankruptcy estate to Home Rehab will have no appreciable effect on the action – except perhaps to end it, a win for the Trust.

a. Sales and Standing Generally

Section 363(b)(1) of the Bankruptcy Code permits a trustee like Goldstein to "use, sell, or lease" property of the estate outside the ordinary course of business. 11 U.S.C. § 363(b)(1). A sale is permissible and will be authorized as long as the trustee has an "'articulated business justification.'" *Fulton State Bank v. Schipper (In re Schipper)*, 933 F.2d 513, 515 (7th Cir. 1991) (quoting *In re Continental Air Lines*, 780 F.2d 1223, 1226 (5th Cir. 1986)); *see also In re UAL Corp.*, 443 F.3d 565, 571 (7th Cir. 2026) (stating that the transaction must "make[ ] good business sense" and "the creditors as a whole should benefit"); *In re Telesphere Commc'ns, Inc.*, 179 B.R. 544, 552 (Bankr. N.D. Ill. 1994) (noting that the sale must be "in the best interest of the estate").

The trustee has the burden to show a sound business justification. *See In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983). A party objecting to the sale, in turn, must produce "some

evidence respecting its objections." *Id.* Approval of a sale rests with the bankruptcy court's discretion. *Corporate Assets, Inc. v. Paloian (In re Corporate Assets, Inc.)*, 368 F.3d 761, 767 (7th Cir. 2004); *In re Irvin,* 950 F.2d 1318, 1320 (7th Cir. 1991).

But not everyone can object to a sale – or to other bankruptcy orders, for that matter. A person must first have "standing" to object. *In re Cult Awareness Network, Inc.*, 151 F.3d 605, 607 (7th Cir. 1998) *In re Schultz Mfg. Fabricating Co.*, 956 F.2d 686, 690 (7th Cir. 1992). To have standing under Article III of the Constitution, a party must have "suffered an 'injury in fact,'" one that is "concrete and particularized," is "fairly traceable to the challenged action," and will be "redressed by a favorable decision." *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560-61 (1992) (internal quotations omitted); *see also TransUnion LLC v. Ramirez*, 594 U.S. ___, ___, 141 S. Ct. 2190, 2203 (2021); *Spokeo, Inc. v. Robins*, 578 U.S. 330, 338 (2016).

And in bankruptcy cases standing is stricter still. *Cult Awareness*, 151 F.3d at 607. To have what the Seventh Circuit has called "bankruptcy standing" – that is, standing to object to a bankruptcy court order – a person must have "a pecuniary interest in the outcome of the bankruptcy proceedings." *Id.*; *see also In re Knight-Celotex, LLC*, 695 F.3d 714, 720 (7th Cir. 2012); *In re Resource Tech. Corp.*, 624 F.3d 376, 382-83 (7th Cir. 2010); *In re Ray*, 597 F.3d 871, 874 (7th Cir. 2010); *In re Stinnett*, 465 F.3d 309, 315 (7th Cir. 2006). The person must show that the order "diminishes the person's property, increases the person's burdens, or impairs the person's rights." *Cult Awareness*, 151 F.3d at 608 (internal quotation omitted).[3/]

[3/] "Bankruptcy standing" has been described as "a form of prudential standing." *Ray*, 597 F.3d at 875. Whether it survives *Lexmark Int'l, Inc. v. Static Control Components, Inc.*, 572 U.S. 118 (2014), at least as a form of prudential standing, is unclear. *See Knopic v. Jayco, Inc.*, 895 F.3d 525, 529 (7th Cir. 2018) (stating that *Lexmark* had "called into question the bases of prudential standing"); *In re GT Automation Grp., Inc.*, 828 F.3d 602, 605 n.1 (7th Cir. 2016) (noting the question of bankruptcy standing as a form of prudential standing post-*Lexmark* but declining to address it).

b. No Bankruptcy Standing

Fixler and the Trust lack bankruptcy standing to object to the sale motion because neither has the slightest prospect of a distribution from the estate, and so neither has a "pecuniary interest" in the sale. *Cult Awareness*, 151 F.3d at 607. They will get neither more nor less if the sale price is higher or lower because they will get nothing at all in any event.

Fixler has no bankruptcy standing because he is a chapter 7 debtor, and a debtor receives a distribution from the estate only after the trustee has paid all creditors in full, 11 U.S.C. § 726(a)(6) – when the case, in other words, is a surplus case. *Stinnett*, 465 F.3d at 315-16; *Cult Awareness*, 151 F.3d at 607-08; *In re Adams*, 424 B.R. 434, 435 (Bankr. N.D. Ill. 2010). Fixler's case has no reasonable chance of that. The summary of assets and liabilities he filed with the court discloses property valued at $1,169,144.38 against liabilities of $4,899,891, a deficit of more than $3.5 million. The claims register shows creditors have submitted $4,773,257 in unsecured claims. Even if the Riverwoods property were unencumbered (it is not), and even if Goldstein could sell the property for its full $850,000 value, all the money after closing and administrative costs would go to creditors. Fixler would see nothing. He has "no stake" in how much Goldstein gets for the property. *Adams*, 424 B.R. at 436.[4/]

The same is true of the Trust, but for a different reason. As the holder of a note from Fixler and a mortgage on the Riverwoods property, the Trust is a creditor, *see* 11 U.S.C. §

[4/] *Helmstetter v. Herzog*, No. 20 C 5485, 2021 WL 2948912 (Bankr. N.D. Ill. July 13, 2021), suggests that a debtor's lack of pecuniary interest when the estate will have no surplus is a problem of Article III standing rather than of "bankruptcy standing" – but when the debtor's standing turns on the possibility of a surplus, "the framework for assessing Article III and 'bankruptcy' standing is the same." *Id.* at *11. The Seventh Circuit affirmed the district court's decision on Article III grounds without mentioning "bankruptcy standing." *See In re Helmstetter*, 44 F.4th 676, 679-80 (7th Cir. 2022), *cert. denied*, ___ U.S. ___, 2023 WL 6378013 (Oct. 23, 2023). Whatever the precise analytical basis, courts agree that a debtor lacks standing to object when there is no reasonable chance of a surplus estate.

101(10)(A) (defining "creditor"), and creditors usually have standing to object to a sale of estate property, *In re Fairfield Sentry Ltd.*, 539 B.R. 658, 667 (Bankr. S.D.N.Y. 2015). But not here. Although the Trust is a creditor, it will be paid nothing from the estate. In a chapter 7 case, only creditors with allowed proofs of claim are paid. 11 U.S.C. § 726(a)(1); Fed. R. Bankr. P. 3002(a). To be allowed, a proof of claim must first be filed. 11 U.S.C. § 502(a). The claims register shows that the Trust never filed a proof of claim, and the deadline to file one passed over two years ago. Like Fixler, then, the Trust will see nothing from a sale of the Riverwoods property. Because it will not, it has no more right than Fixler to object to the sale. *Cf. In re Gulf States Steel, Inc.*, 285 B.R. 739, 743 (Bankr. N.D. Ala. 2002) (finding that objecting parties, if creditors, lacked standing to object when they had no chance of receiving any sale proceeds).

c. No Article III Standing

But Fixler and the Trust have never challenged the sale price, nor have they ever suggested Goldstein lacks an "articulated business justification" for the sale itself. *See Schipper*, 933 F.2d at 515. They object on other grounds. Fixler argues that the sale "threatens his hard-earned bankruptcy discharge" because Home Rehab will "buy the right to evict [him] from his home . . . and . . . use the threat of eviction to coerce [him] into paying all, or a portion, of his discharged $4.7 million debt." The Trust argues that a condition of the sale is Goldstein's dismissal of her adversary proceeding, one in which the Trust "has already expended tens of thousands of dollars."

The problem is that Fixler and the Trust lack standing – Article III standing this time – to object on these grounds. Again, to have standing a party must have suffered "an injury in fact." *Lujan*, 504 U.S. at 560 (internal quotations omitted). And not only must that injury be "concrete and particularized," it must be "actual or imminent." *Id.* (internal quotations omitted); *see also*

TransUnion, 594 U.S. at ___, 141 S. Ct. at 2203. If the party has not yet suffered an injury, the injury must at least be "certainly impending." *Clapper v. Amnesty Int'l USA*, 568 U.S. 398, 409 (2013). "[A]llegations of *possible* future injury are not sufficient." *Id.* (internal quotation omitted) (emphasis in original); *see also Dinerstein v. Google, LLC*, 73 F.4th 502, 511-12 (7th Cir. 2023); *see, e.g., Prosser v. Becerra*, 2 F.4th 708, 714 (7th Cir. 2021) (brain cancer patient's concern that she might one day have to pay for treatment did not confer standing).

Fixler can show no "certainly impending" injury. The sale itself would not violate the discharge injunction; it would simply give Home Rehab title to the property. A violation would come later, after Home Rehab became the owner. Fixler speculates that Home Rehab will use the threat of eviction to extract payment of his discharged debt. But Home Rehab may or may not want to evict him. Home Rehab may prefer to rent or even sell the property to Fixler. And even if Home Rehab decides to evict him, the eviction alone would not violate the discharge injunction. Nor would there be a violation if Fixler, faced with eviction, offered to pay Home Rehab all or part of the debt in order to stay. A debtor can always voluntarily pay a discharged debt. 11 U.S.C. § 524(f); *Roth v. Nationstar Mortg., LLC (In re Roth)*, 935 F.3d 1270, 1276 (11th Cir. 2019). Home Rehab would violate the discharge injunction only if it told Fixler to repay the debt or face eviction. But that, too, has not happened and may not happen. Because a violation is only "possible," not "certainly impending" (or impending at all), Fixler lacks standing to raise the possibility as an objection to the sale.

Fixler, though, counters that Home Rehab *must* intend to collect his discharged debt. That is so, he says, because the Riverwoods property is fully encumbered. It has no equity. Only if Home Rehab wanted to force Fixler to pay would it be willing to part with $159,000 for property that is essentially worthless.

But what Home Rehab *wants* to do is beside the point. The discharge injunction bars "an act" to collect a discharged debt as a personal liability of the debtor. 11 U.S.C. § 524(a)(2); *see* 4 *Collier on Bankruptcy* ¶ 524.02[2][a] at 524-21 (Richard Levin & Henry J. Sommer eds., 16th ed. 2023) (noting that the discharge injunction "extends to all forms of collection activity"); *In re Nash*, 464 B.R. 874, 881 (B.A.P. 9th Cir. 2012) (stating that a creditor must have taken "affirmative acts . . . to collect the debt"). It does not bar a creditor from having wants, desires, reasons, or motives to collect. What goes on in a creditor's head is the creditor's business. Until Home Rehab takes some act to collect from Fixler or threatens to take one, there will be no violation. Whether Home Rehab does so is, again, only a possibility.[5/]

Finally, Fixler describes the Riverwoods property as his "home of over thirty-five years," the place where he and his wife raised their children. They have "no desire," he says, "to move elsewhere in the near future."

Probably not. But Fixler chose to seek relief under chapter 7 of the Bankruptcy Code. His filing of the case created an estate consisting of "all legal or equitable interests" he had "in property as of the commencement of the case." 11 U.S.C. § 541(a)(1). Included in that estate was the Riverwoods property. So the property belongs to the estate, not to Fixler. His only remaining interest is the $15,000 homestead exemption he claimed in the property on his

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[5/] Although Home Rehab's motives are irrelevant, Goldstein points out correctly that Home Rehab could well have another reason for buying the property. Joel and Nancy Barnett cosigned the note securing the first mortgage. That mortgage is now seriously in default – no payments have been made since 2019 – and only the automatic stay has prevented a foreclosure. Should the first mortgagee decide to foreclose, and should the sheriff sell the property, any deficiency judgment would fall squarely on the Barnetts (since Fixler's personal liability on both mortgages has been discharged). The default in payments must already have affected the Barnetts' credit rating; a judgment against them would only make bad matters worse. Home Rehab may want to buy the Riverwoods property, not to compel Fixler to pay, but to extinguish its majority owner's liability on the note and restore his and his wife's credit.

Schedule C. The sale aside, Goldstein could evict him right now, as long as she paid him his exemption. Indeed, she could have evicted Fixler in 2019, as soon as he filed the case. *In re Szekely*, 936 F.2d 897, 902 (7th Cir. 1991) ("Because the house belongs to the estate, the trustee can pay the [debtors] their [homestead exemption] and tell them to skedaddle, and then rent the house to whomever he pleases until he sells it."). As a chapter 7 debtor, Fixler should always have expected to lose his home. Surrendering property is the price of a chapter 7 discharge.

A debtor like Fixler always has standing to enforce the discharge injunction. *Ryerson v. Chase Manhattan Mortg. Corp. (In re Ryerson)*, Nos. 6:00-bk-06195-ABB, 6:03-ap-00197-ABB, 2006 WL 3804675, at *3 (Bankr. M.D. Fla. Nov. 20, 2006) (calling this principle "universally recognized"). An aggrieved debtor can prosecute a violation as civil contempt and if successful can even recover damages and attorney's fees. *Cox v. Zale Delaware, Inc.*, 239 F.3d 910, 916 (7th Cir. 2001). But first there must be a violation, and a sale of estate property to a creditor is not one. Fixler cannot hold up the sale here on the mere possibility that Home Rehab may someday violate the discharge injunction.

That leaves the Fixler Trust. The Trust claims an injury because Goldstein proposes to dismiss her adversary complaint once the sale goes through, and if that happens the Trust's efforts in the litigation will have been wasted. The Trust says it has incurred legal fees, obtained a protective order, taken and defended depositions, produced hundreds of pages of documents, and prepared and filed a summary judgment motion.

None of this is an injury that gives the Trust standing. With the sale approved, title transferred to Home Rehab, and the adversary proceeding dismissed, Home Rehab will then either bring its own fraudulent transfer action against the Trust in the state court, or it will not. If it does, the Trust will suffer no injury because the pleadings it prepared and the discovery it

conducted in the adversary proceeding can be used in the new action. Protective orders are also available in Illinois civil actions. *See* Ill. Sup. Ct. R. 201(c)(1). Summary judgment is an option as well, *see* 735 ILCS 5/2-1005 (2022), and the federal and state standards are "'substantially similar,'" *Ray v. Epitome Rest. & Night Club*, No. 1-16-2573, 2018 WL 2050490, at *7 (1st Dist. Apr. 30, 2018) (quoting *Estate of Henderson v. W.R. Grace Co.*, 185 Ill. App. 3d 523, 529, 541 N.E.2d 805, 808 (3d Dist. 1989)).[6/] If the Trust files no new action, the Trust will suffer no injury because its mortgage will remain intact. The adversary proceeding's dismissal will mean victory. In either event, the Trust will not have been injured and so lacks standing to object to the sale.

Because neither Fixler nor the Trust has standing to object to the sale, because no one else has objected, and because the sale is plainly in the best interest of the estate, Goldstein's motion to sell the Riverwoods property will be granted.

4. Conclusion

For these reasons, the motion of trustee Ilene Goldstein to sell estate property (Dkt. No. 77) is granted. The motion to approve compromise or settlement (Dkt. No. 68) is moot.

Dated: November 2, 2023

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A. Benjamin Goldgar
United States Bankruptcy Judge

[6/] Because the sale motion had been pending for a month when the Trust moved for summary judgment, the Trust knew when it wrote the motion that the adversary proceeding might be dismissed. Any injury from the wasted summary judgment effort (should it turn out to have been wasted) would be self-inflicted.