

LIST OF DECISIONS

OF

THE HONORABLE PAUL J. KILBURG

**U.S. Bankruptcy Court
Northern District of Iowa**

April 23, 1993 - October 4, 2013

Prepared by

**Amy M. Kilpatrick
Law Clerk**

TABLE OF CONTENTS

The cases are categorized to correlate with the Key Number Classification of West's Bankruptcy Digest.

- I. IN GENERAL, 2001-2120
 - A. In General, 2001-2010
 - B. Constitutional and Statutory Provisions, 2011-2040
 - C. Jurisdiction, 2041-2080
 - D. Venue; Personal Jurisdiction, 2081-2100
 - E. Reference, 2101-2120
- II. COURTS; PROCEEDINGS IN GENERAL, 2121-2200
 - A. In General, 2121-2150
 - B. Actions and Proceedings in General, 2152-2180
 - C. Costs and Fees, 2181-2200
- III. THE CASE, 2201-2360
 - A. In General, 2201-2220
 - B. Debtors, 2221-2250
 - C. Voluntary Cases, 2251-2280
 - D. Involuntary Cases, 2281-2310
 - E. Joint Cases, 2311-2320
 - F. Schedules and Statement of Affairs, 2321-2330
 - G. Conversion, 2331-2340
 - H. Cases Ancillary to Foreign Proceedings, 2341-2360
- IV. EFFECT OF BANKRUPTCY RELIEF; INJUNCTION & STAY, 2361-2490
 - A. In General, 2361-2390
 - B. Automatic Stay, 2391-2420
 - C. Relief from Stay, 2421-2460
 - D. Enforcement of Injunction or Stay, 2461-2480
 - E. Protection of Utility Service, 2481-2490
- V. THE ESTATE, 2491-2760
 - A. In General, 2491-2510
 - B. Title and Rights of Trustee or Debtor in Possession, in General, 2511-2530
 - C. Property of Estate in General, 2531-2570
 - D. Liens and Transfers; Avoidability, 2571-2600
 - E. Preferences, 2601-2640
 - F. Fraudulent Transfers, 2641-2670
 - G. Set-off, 2671-2700
 - H. Avoidance Rights, 2701-2740
 - I. Reclamation, 2741-2760
- VI. EXEMPTIONS, 2761-2820

- VII. CLAIMS, 2821-3000
 - A. In General, 2821-2850
 - B. Secured Claims, 2851-2870
 - C. Administrative Claims, 2871-2890
 - D. Proof; Filing, 2891-2920
 - E. Determination, 2921-2950
 - F. Priorities, 2951-3000
- VIII. TRUSTEES, 3001-3020
- IX. ADMINISTRATION, 3021-3250
 - A. In General, 3021-3060
 - B. Possession, Use, Sale, or Lease of Assets, 3061-3100
 - C. Debtor's Contracts and Leases, 3101-3130
 - D. Abandonment, 3131-3150
 - E. Compensation of Officers and Others, 3151-3250
- X. DISCHARGE, 3251-3440
 - A. In General, 3251-3270
 - B. Dischargeable Debtors, 3271-3340
 - C. Debts and Liabilities Discharged, 3341-3410
 - D. Effect of Discharge, 3411-3440
- XI. LIQUIDATION, DISTRIBUTION, AND CLOSING, 3441-3460
- XII. BROKER LIQUIDATION, 3461-3480
- XIII. ADJUSTMENT OF DEBTS OF A MUNICIPALITY, 3481-3500
- XIV. REORGANIZATION, 3501-3660
 - A. In General, 3501-3530
 - B. The Plan, 3531-3590
 - C. Conversion or Dismissal, 3591-3620
 - D. Administration, 3621-3650
 - E. Railroad Reorganization, 3651-3660
- XV. ARRANGEMENTS, 3661.100-3661.999
 - A. In General, 3661.100-3661.110
 - B. Real Property Arrangements, 3661.111-3661.999
- XVI. COMPOSITIONS, 3662.100-3670
- XVII. ADJUSTMENT OF DEBTS OF FAMILY FARMER, 3671-3700
 - A. In General, 3671-3680
 - B. The Plan, 3681-3700
- XVIII. INDIVIDUAL DEBT ADJUSTMENT, 3701-3740
- XIX. REVIEW, 3741-3860
 - A. In General, 3741-3760
 - B. Review of Bankruptcy Court, 3761-3810
 - C. Review of Appellate Panel, 3811-3830
 - D. Review of District Court, 3831-3860
- XX. OFFENSES, 3861-3863

I. IN GENERAL, 2001-2120

A. In General, 2001-2010

B. Constitutional and Statutory Provisions, 2011-2040

Folz v. Educational Credit Management Corp. (In re Folz), Ch. 7, No. L91-00946-C, Adv. 99-9020-C (Bankr. N.D. Iowa Aug. 27, 1999) (student loan excepted from Chapter 13 discharge)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa June 16, 1995) (deny modification of order of dismissal)

In re Calease, Ch. 7, No. 93-60698LW (Bankr. N.D. Iowa Sept. 20, 1993) (avoidance of lien arising from pre-enactment after-acquired property clause)

C. Jurisdiction, 2041-2080

Wayne Industrial Holdings v. Goro et al (In re Wayne Engineering Corp.), Ch. 7, No. 05-03394, Adv. 06-09177, 2008 WL 2356673 (Bankr. N.D. Iowa June 5, 2008) (the claims presented are non-core; the Court sua sponte finds permissive abstention is appropriate)

Wayne Industrial Holdings v. Goro et al (In re Wayne Engineering Corp.), Ch. 7, No. 05-03394, Adv. 06-09177, 2008 WL 2356673 (Bankr. N.D. Iowa April 17, 2008) (Court has subject matter jurisdiction over proceeding regarding sale of assets of the bankruptcy estate)

Quad City Bank v. Union Planters Bank (In re Chapman Lumber Co.), Ch. 7, No. 05-00408, Adv. 06-9115, 2006 WL 3861107 (Bankr. N.D. Iowa Dec. 11, 2006) (plaintiff has standing and the court has jurisdiction)

Community State Bank v. Lynch Dallas P.C. et al (In re Allen), Ch. 7, No. 06-00835, Adv. 06-09149, 2006 WL 3490302 (Bankr. N.D. Iowa Nov. 28, 2006) (dismissing claims asserted against Debtor's attorney and former corporation)

Wade v. Solon State Bank (In re Wade), Ch. 7, No. 03-01568, Adv. 05-9164, 2006 WL 167830 (Bankr. N.D. Iowa Jan. 19, 2006) (permissive abstention is not appropriate; this is a core proceeding)

Schnittjer v. Pioneer Mutual Life Ins. Co. (In re Vernon Cooper; In re Connie Cooper), Ch. 7, No. 02-03466, 03-00235; Adv. 05-9025, 2005 WL 1995440 (Bankr. N.D. Iowa Aug. 16, 2005) ("related to" jurisdiction over intervention complaint)

FL Receivables Trust 2002-A v. Gilbertson Restaurants, Inc. (In re Gilbertson Restaurants, LLC, et al), Ch. 11, No. 04-00385, Adv. 04-9061 (Bankr. N.D. Iowa Oct. 12, 2004) (dismissal for lack of "case or controversy"), appeal dismissed

Central State Bank v. McCabe (In re McCabe), Ch. 7, No. 02-00250, Adv. 03-9122, 302 B.R. 873 (Bankr. N.D. Iowa Dec. 10, 2003) (“related to” jurisdiction)

Midwest Agriculture Warehouse v. R.I.C. Enters. (In re Paris & Sons, Inc.), Ch. 7, No. 98-02475-C, Adv. 99-9098-C (Bankr. N.D. Iowa June 5, 2000) (adversary action dismissed after Chapter 11 case dismissed)

In re National Cattle Congress, Ch. 11, No. 97-03581-W, 247 B.R. 259 (Bankr. N.D. Iowa March 22, 2000) (Sac and Fox tribe’s security interest protected from modification in Chapter 11 plan by sovereign immunity)

In re S.O.S. Enterprises, Ltd., Ch. 7, No. 95-10203KC (Bankr. N.D. Iowa Feb. 26, 1996) (dismissal of adversary proceeding after dismissal of case)

Deklotz v. Peoples Bank & Trust (In re Deklotz), Ch. 7, No. L-87-00021C, Adv. 93-1007LC (Bankr. N.D. Iowa Sept. 1, 1993) (lender liability claim which accrued prepetition is barred)

D. Venue; Personal Jurisdiction, 2081-2100

Browner v. Kaizen Co. (In re Browner), Ch. 7, No. 05-08146, Adv. 05-30206, 2005 WL 3465560 (Bankr. S.D. Iowa Dec. 12, 2005) (remanded to Iowa District Court on equitable grounds)

McAllister v. Granger State Bank (In re McAllister), Ch. 13, No. 04-02249, Adv. 04-9115, 2004 WL 2034903 (Bankr. N.D. Iowa Aug. 11, 2004) (case remanded to Iowa District Court)

In re J.G. Robins Inc., Ch. 11, No. 03-01789, 2003 WL 22006015 (Bankr. N.D. Iowa Aug. 22, 2003) (venue transferred to Southern District)

Schomann Int’l v. Koch (In re Koch), Ch. 7, No. 99-02793-W, Adv. 00-9015-W (Bankr. N. D. Iowa May 4, 2000) (change of venue denied)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa June 16, 1995) (deny modification of order of dismissal)

Hager v. Bockes Brothers Farms (In re Bockes Brothers Farms), Ch. 11, No. 93-60881KW, Adv. 93-6127KW (Bankr. N.D. Iowa Sept. 7, 1993) (remand or abstention in creditor’s action to recover forfeited real estate)

E. Reference, 2101-2120

II. COURTS; PROCEEDINGS IN GENERAL

A. In General, 2121-2150

Hanrahan v. Walterman (In re Walterman Implement, Inc.), Ch. 7, No. 05-07284, Adv. 07-09043 (Bankr. N.D. Iowa Oct. 4, 2007) (denying Defendant's motion to strike affidavit and report of expert)

Hanrahan v. Miller (In re Ovel), Ch. 7, No. 06-01150, Adv. 07-09053, 2007 WL 1852507 (Bankr. N.D. Iowa June 26, 2007) (denial of request to set aside default judgment)

Hegg v. Dunbar (In re Hegg), Ch. 13, No. 95-62467KW, Adv. No. 96-6034KW (Bankr. N.D. Iowa Oct. 15, 1996) (motion to reconsider; defense to forfeiture)

In re Bliss, Ch. 7, No. 93-12048KC (Bankr. N.D. Iowa Dec. 30, 1994) (sanctions for failure to appear)

In re Bliss, Ch. 7, No. 93-12048KC (Bankr. N.D. Iowa Dec. 1, 1994) (rule to show cause)

Bockes Brothers Farms v. Farmland Financial (In re Bockes Brothers Farms, Inc.), Ch. 11, No. 93-60881KW, Adv. 93-6104KW (Bankr. N.D. Iowa March 4, 1994) (protective order re deposition of party's attorney)

B. Actions and Proceedings in General, 2151-2180

Jirak v. Bradford Mortgage et al (In re Jirak), No. 12-00169, Adv. 19-09044, 2012 WL 5832437 (Bankr. N.D. Iowa Nov. 16, 2012) (dismissing adversary proceeding based on statutes of limitations)

FIA Card Services, N.A. v. Hall (In re Hall), No. 11-02339, Adv. 11-09092, 2012 WL 4501619 (Bankr. N.D. Iowa Sep. 28, 2012) (denying summary judgment based on untimely answers to requests for admissions)

Jirak v. Argent Home Mortgage Co. LLC (In re Jirak), No. 11-01510, Adv. 11-09068, 2011 WL 5325474 (Bankr. N.D. Iowa Nov. 3, 2011) (dismissing adversary case after underlying Ch. 13 case is dismissed)

Schnittjer v. Burke Construction Co. (In re Drahn), Ch.7, No. 08-01197, Adv. 08-09103 (Bankr. N.D. Iowa May 8, 2009) (denying motion to amend judgment)

Shodeen v. Bartlett (In re Bartlett), Ch. 7, No. 07-00939, Adv. 08-30037, 2009 WL 382511 (Bankr. S.D. Iowa Feb. 10, 2009) (default judgment entered against debtor as discovery sanction)

Case v. Case (In re Case), Ch. 7, No. 08-02219, Adv. 08-30115, 2009 WL 224689 (Bankr. S.D. Iowa Jan. 27, 2009) (plaintiff's service was improper because he made service himself; service is quashed and the summons will reissue)

Mitchell v. Bigelow (In re Bigelow), Ch. 7, No. 05-04484, Adv. 07-09159, 2008 WL 191816 (Bankr. N.D. Iowa Jan. 22, 2008) (dismissal based on statute of limitations), aff'd, 393 B.R. 667 (B.A.P. 8th Cir. 2008)

Mitchell v. Mitchell (In re Mitchell), Ch. 7, No. 05-05637, Adv. 07-09160, 2008 WL 63260 (Bankr. N.D. Iowa Jan. 3, 2008) (dismissing claims of creditor who had timely notice of bankruptcy petition)

Fokkena v. Smith (In re Smith), Ch. 7, No. 05-05398, Adv. 06-9071, 2007 WL 2570409 (Bankr. N.D. Iowa Aug. 30, 2007) (denying reconsideration of order denying discharge)

U.S. Trustee v. Constant (In re Constant), Ch. 7, No. 05-08226, Adv. 06-30177, 2007 WL 627418 (Bankr. S.D. Iowa Feb. 23, 2007) (proof of service of complaint to revoke discharge is inadequate)

Smith v. American General Finance, Inc. et al (In re Smith), Ch. 7, No. 00-02375, Adv. 05-9085, 2006 WL 3000071 (Bankr. N.D. Iowa Oct. 17, 2006) (debtor's motions to compel discovery responses granted; sanctions of \$2,000 imposed on both defendants)

In re Stamps, Ch. 7, No. 05-03724, 2006 WL 2604604 (Bankr. N.D. Iowa Sept. 6, 2006) (good cause exists to set aside defaults; defendants dismissed because of improper services)

Quad City Bank v. Chapman (In re Chapman Lumber Co., Inc.), Ch. 7, No. 05-00408, Adv. 06-9068, 343 B.R. 217 (Bankr. N.D. Iowa June 12, 2006) (creditor had no standing to pursue preference and fraudulent transfer claims)

Bliss v. Bliss (In re Bliss), Ch. 7, No. 05-03349, Adv. 05-30150, 2006 WL 88750 (Bankr. S.D. Iowa Jan. 11, 2006) (amended complaint does not relate back to original complaint)

Eide v. Haas (In re H & W Motor Express Co.), Ch. 7, No. 02-02017, Adv. 04-9106 (Bankr. N.D. Iowa Sep. 15, 2004) (default judgment vacated)

Iowa Oil Co. v. T Mart Inc. (In re Iowa Oil Co.), Ch. 7, No. 03-00418, Adv. 03-9058, 2003 WL 22077865 (Bankr. N.D. Iowa Aug. 29, 2003) (default judgment vacated, conditioned on posting bond)

Schnittjer v. Alliant Energy Co. (In re Shalom Hospitality Inc.), Ch. 7, No. 02-00276, Adv. 02-9122, 293 B.R. 211 (Bankr. N.D. Iowa May 14, 2003) (expert testimony admitted)

In re Hupton, Ch. 7, No. 02-02159, 287 B.R. 438 (Bankr. N.D. Iowa Dec. 19, 2002) (reconsideration of order denied)

Durns v. Dawson (In re Dawson), Ch. 7, No. 00-01534-W, Adv. 00-9121-W (Bankr. N.D. Iowa June 20, 2001) (delayed service of summons approved)

KBHS Broadcasting Co. v. Sanders (In re Bozeman), Ch. 7, 226 B.R. 627 (B.A.P. 8th Cir. 1998) (relation-back of amendments to pleadings)

Terpstra v. Koehring Crane Co. (In re Iowa Iron Works), Ch. 7, No. 94-11378C, Adv. 96-1231C (Bankr. N.D. Iowa Nov. 21, 1997) (default judgment not set aside)

Robey v. Kaufman (In re Kaufman), Ch. 7, No. 94-20551KD, Adv. 94-2094KD (Bankr. N.D. Iowa Dec. 9, 1994) (separate document for amended pleadings)

Farmers Savings Bank & Trust v. Caslavka (In re Caslavka), Ch. 7, No. 92-12304LC, Adv. 93-1049LC (Bankr. N.D. Iowa March 31, 1994) (Federal rate of interest applied post-judgment)

Hoth v. Wells (In re Wells), Ch. 7, No. L-90-02393C, Adv. L-92-0076C (Bankr. N.D. Iowa March 29, 1994) (dischargeability re misrepresentation)

C. Costs and Fees, 2181-2200

In re Wright, 08-02079, 451 B.R. 757 (Bankr. N.D. Iowa Dec. 28, 2011) (awarding actual and punitive damages against AHMSI for failure to abide by requirements in the confirmed plan to provide notice of mortgage payment changes post-confirmation)

Scharnhorst v. Advanced Custom Builders, LLC et al (In re Advanced Custom Builders, LLC; In re Noack), Ch. 7, No. 09-02864, 10-00124, Adv. No. 10-09081, 10-09082, 2011 WL 4498922 (Bankr. N.D. Iowa 2011) (awarding interest from the date of filing the complaint and clarifying that post-judgment interest and attorney fees were included in the judgment)

FL Receivables Trust 2002-A v. Gilbertson Restaurants, LLC, et al (In re Gilbertson Restaurants, LLC et al), Ch. 11, No. 04-00385 et al, Adv. 04-9061, 2005 WL 994023 (Bankr. N.D. Iowa Apr. 26, 2005) (considering sanctions for improperly naming a party as defendant)

In re Garrison, Ch. 7, No. 97-03688-W (Bankr. N.D. Iowa March 16, 1998) (no costs awarded to creditor in motion for relief from stay)

III. THE CASE, 2201-2360

A. In General, 2201-2220

In re Cooper, Ch. 7, No. 02-03566 (Bankr. N.D. Iowa Jan. 6, 2003) (issuance of new summons, not dismissal, is appropriate after initial summons served late)

B. Debtors, 2221-2250

In re Jordan, No. 11-01951, 2011 WL 5325460 (Bankr. N.D. Iowa Nov. 3, 2011) (dismissing Chapter 13 case for ineligibility based on debts exceeding the statutory limit)

In re Lewis, Ch. 7, No. 11-01721, 2011 WL 3962817 (Bankr. N.D. Iowa Sep. 7, 2011) (Debtor is ineligible for Chapter 7 case because she received credit counseling postpetition rather than prepetition)

In re Robinson, Ch. 13, No. 10-01610, 2010 WL 466890 (Bankr. N.D. Iowa Nov. 9, 2010) (debtors are not eligible for Ch. 13 relief in case filed 23 days after previous case was dismissed for willful failure to abide by a Court order)

In re Lochner, No. 09-02558, 2009 WL 3448433 (Bankr. N.D. Iowa Oct. 26, 2009); In re Kehde, No. 09-02557, 2009 WL 3450956 (Bankr. N.D. Iowa Oct. 26, 2009) (concluding exigent circumstances excuse Debtor's failure to receive credit counseling prepetition)

In re Vantiger-Witte, Ch. 12, No. 06-02931, 2006 WL 3861108 (Bankr. N.D. Iowa Dec. 20, 2006) (Debtor is eligible as a Ch. 12 family farmer based on her gross income from tax year 2004)

In re Koppes, Ch. 12, No. 99-01748-D, 2000 WL 150836 (Bankr. N.D. Iowa Jan. 6, 2000) ("engaged in farming" eligibility for Chapter 12)

In re Pierce, Ch. 13, No. 94-60737KW (Bankr. N.D. Iowa July 27, 1994) ("chapter 20"; spouse's income used to fund debtor's Chapter 13 plan), appeal withdrawn

In re Palmer, Ch. 13, No. 93-21509KD (Bankr. N.D. Iowa Dec. 1, 1993) (eligibility for Chapter 13, impact of postpetition reduction of debt)

In re Funke, Ch. 12, No. 93-21255KD (Bankr. N.D. Iowa Oct. 21, 1993) (farmer debtor eligibility; successive filings improper)

In re Eckenrod, Ch. 13, No. 93-60178LW (Bankr. N.D. Iowa Aug. 19, 1993) (§ 109(e))

In re Bishop, Ch. 7, No. 93-60176LW (Bankr. N.D. Iowa June 29, 1993) ("engaged in farming")

C. Voluntary Cases, 2251-2280

In re Mosher, No. 13-01154, 2013 WL 4453360 (Bankr. N.D. Iowa Aug. 16, 2013) (dismissing Chapter 13 case for abuse of the bankruptcy process from serial filings)

In re Gerholdt, Ch. 7, No. 11-01321, 2011 WL 4352018 (Bankr. N.D. Iowa Sep. 16, 2011) (Debtor's father's power of attorney is broad enough to authorize him to file bankruptcy petition for incarcerated Debtor)

In re Cockhren, Ch. 7, No. 11-00560, 2011 WL 1838331 (Bankr. N.D. Iowa May 13, 2011) (denying Debtors' motion to dismiss where assets exist for creditors)

In re Espey, Ch. 7, No. 10-03050, 2011 WL 671995 (Bankr. N.D. Iowa Feb. 18, 2011) (case filed by individual under guardianship allowed to go forward; stay is lifted to allow state court to determine attorney fees and consider jurisdictional questions)

In re Ayer, No. 09-03532, 2010 WL 1640438 (Bankr. N.D. Iowa April 22, 2010) (finding no “excusable” neglect as required to reconsider order dismissing case)

In re Pfeiler, No. 09-02815, 2010 WL 889882 (Bankr. N.D. Iowa March 10, 2010) (finding no grounds to dismiss after Debtors rescind objectionable reaffirmation agreement)

In re Honkomp, In re Hayes, Nos. 09-02151, 09-01643, 416 B.R. 647 (Bankr. N.D. Iowa 2009) (denying § 707(b) dismissal where Debtors rescinded Reaffirmation Agreements regarding luxury debt)

In re Budig, Ch. 7, No. 07-02042, 387 B.R. 12 (Bankr. N.D. Iowa May 1, 2008) (finding presumption of abuse exists and granting motion to dismiss under totality of the circumstances)

In re Binninger, Ch. 7, No. 07-00203, 2008 WL 3091584 (Bankr. N.D. Iowa Oct. 19, 2007) (dismissing case based on presumption of abuse)

In re Campbell, Ch. 7, No. 06-01656, 2007 WL 1376226 (Bankr. N.D. Iowa May 7, 2007) (dismissal of case for abuse)

In re Batzkiel, Ch. 7, No. 06-00355, 349 B.R. 581 (Bankr. N.D. Iowa Aug. 7, 2006) (debtors rebutted the presumption of abuse under § 707(b)(1))

In re Stout, Ch. 7, No. 05-01999, 336 B.R. 138 (Bankr. N.D. Iowa Jan. 9, 2006) (dismissal for substantial abuse)

In re Schrodemier, Ch. 7, No. 04-04426, 2005 WL 783066 (Bankr. N.D. Iowa Apr. 4, 2005) (dismissal for substantial abuse)

In re McCahen, Ch. 7, No. 04-03475, 2005 WL 579687 (Bankr. N.D. Iowa Feb. 2, 2005) (dismissal for substantial abuse)

In re Franzenberg, Ch. 7, No. 04-03282, 2004 WL 3235824 (Bankr. N.D. Iowa Dec. 30, 2004) (dismissal for substantial abuse)

In re Schaefer, Ch. 7, No. 03-04583 (Bankr. N.D. Iowa July 29, 2004) (voluntary dismissal not allowed because of prejudice to creditors)

In re Wessels, Ch. 7, No. 04-00599, 311 B.R. 851 (Bankr. N.D. Iowa June 18, 2004) (dismissed for substantial abuse)

In re Zuehlke, Ch. 7, No. 03-01398, 298 B.R. 610 (Bankr. N.D. Iowa Aug. 13, 2003) (dismissed for substantial abuse)

In re Downin, Ch. 7, No. 02-01379, 284 B.R. 909 (Bankr. N.D. Iowa Oct. 7, 2002) (dismissed for substantial abuse)

In re Butler, Ch. 7, No. 01-03843, 277 B.R. 917 (Bankr. N.D. Iowa May 14, 2002) (dismissal for substantial abuse)

In re Elliott, Ch. 7, No. 02-00227, 2002 WL 970410 (Bankr. N.D. Iowa May 3, 2002) (dismissal for substantial abuse)

In re Zimmerman, Ch. 7, No. 02-00782 (Bankr. N.D. Iowa May 3, 2002) (dismissal for substantial abuse)

In re Achey, Ch. 7, No. 02-00058, 2002 WL 539036 (Bankr. N.D. Iowa Apr. 8, 2002) (voluntary dismissal denied where Debtor had failed to disclose inheritance)

In re Beckel, Ch. 7, No. 01-02076-D, 268 B.R. 179 (Bankr. N.D. Iowa Oct. 17, 2001) (substantial abuse dismissal determined by examining discretionary spending)

In re Harger, Ch. 7, No. 01-02466-C, 267 B.R. 848 (Bankr. N.D. Iowa Oct. 3, 2001) (substantial abuse dismissal)

In re Kressig, Ch. 7, No. 00-02247-D (Bankr. N.D. Iowa Oct. 18, 2000) (dismissal for substantial abuse)

In re Shirley, Ch. 7, No. 99-02365-W, 2000 WL 150835 (Bankr. N.D. Iowa Jan. 5, 2000) (substantial abuse dismissal)

In re Reynolds, Ch. 7, No. 99-02132-C (Bankr. N.D. Iowa Nov. 3, 1999) (dismissal for substantial abuse)

In re Long, Ch. 7, No. 99-01561-C (Bankr. N.D. Iowa Sept. 27, 1999) (dismissal of case involving multiple bad check debts)

In re Dange, Ch. 7, No. 98-03694-W (Bankr. N.D. Iowa April 4, 1999) (voluntary dismissal)

In re Hogan, Ch. 7, No. 99-00047-D (Bankr. N.D. Iowa March 11, 1999) (dismissal for substantial abuse)

In re Paulsen, Ch. 7, No. 96-60964KC (Bankr. N.D. Iowa Jan. 9, 1997) (dismissal of Chapter 7 petition)

In re Rieger, Ch. 7, No. 94-12006KC (Bankr. N.D. Iowa May 19, 1995) (dismissal for bad faith; sanctions), aff'd and appeal dismissed, No. C95-241 (N.D. Iowa Feb. 22, 1996)

In re Reed, Ch. 7, No. 94-61109KW (Bankr. N.D. Iowa Oct. 11, 1994) (dismiss Chapter 7 because of ability to fund Chapter 13 plan)

D. Involuntary Cases, 2281-2310

In re Tichy Electric Co. Inc., Ch. 7, No. 05-00453, 332 B.R. 364 (Bankr. N.D. Iowa Oct. 31, 2005) (creditors acted in bad faith in filing involuntary petition)

In re N2N Incorporated, Ch. 7, No. 98-01666-C (Bankr. N.D. Iowa July 31, 1998) (curing defects in involuntary petition)

In re KOCR-TV, Inc., Ch. 7, No. 95-11128KC (Bankr. N.D. Iowa Sept. 26, 1995) (dismissal of involuntary petition; bona fide dispute)

In re Kilberger, Ch. 7, No. 94-11870KC (Bankr. N.D. Iowa Feb. 3, 1995) (abstain from two-party dispute in involuntary bankruptcy)

E. Joint Cases, 2311-2320

In re Cooper, In re Cooper, Ch. 7, No. 02-03566, No. 03-00235, 2003 WL 1965711 (Bankr. N.D. Iowa Apr. 7, 2003) (cases not consolidated; deadlines addressed)

F. Schedules and Statement of Affairs, 2321-2330

G. Conversion, 2331-2340

In re Ryan, Ch. 7, No. 01-01623-C, 267 B.R. 635 (Bankr. N.D. Iowa September 26, 2001) (conversion to Chapter 11 vs. substantial abuse dismissal)

In re Sires, Ch. 7, No. 96-60777KW (Bankr. N.D. Iowa Feb. 29, 1997) (revoking Ch. 7 discharge; converting after discharge)

H. Cases Ancillary to Foreign Proceedings, 2341-2360

IV. EFFECT OF BANKRUPTCY RELIEF; INJUNCTION & STAY, 2361-2490

A. In General, 2361-2390

In re Loehr, Ch. 7, No. 96-12235-C (Bankr. N.D. Iowa April 14, 1998) (contempt award for violation of discharge injunction)

B. Automatic Stay, 2391-2420

In re Nemec, No. 12-00986, 2012 WL 2803735 (Bankr. N.D. Iowa July 10, 2012) (automatic stay does not protect property of corporation solely owned by individual Chapter 13 debtor)

In re Moore, No. 09-00274, 2009 WL 1490863 (Bankr. N.D. Iowa May 27, 2009) (refusing to delay the discharge, but extending the automatic stay until hearing on a motion for relief from stay)

In re Miglia, Ch. 7, No. 05-06850, 345 B.R. 919 (Bankr. N.D. Iowa June 29, 2006) (postpetition possession of client funds did not give attorney secured claim)

In re Root, Ch. 7, No. 06-00090, 2006 WL 1050687 (Bankr. N.D. Iowa Apr. 11, 2006) (automatic stay automatically expired when debtors failed to timely file statement of intention)

In re Calhoun, Ch. 7, No. 04-00859, 312 B.R. 380 (Bankr. N.D. Iowa June 24, 2004) (entities protected by automatic stay)

Swanson v. Glaser (In re Glaser), Ch. 7, No. 00-01218-C, Adv. 00-9113-C (Bankr N.D. Iowa Nov. 27, 2000) (unsecured creditor holding foreign judgment not entitled to sell property)

J.E. Adams Indus. v. Aurora Nat'l Life (In re J.E. Adams Indus.), Ch. 7, No. 98-00167-C, Adv. 00-9056-C (Bankr. N.D. Iowa Sept. 20, 2000) (postpetition lapse of life insurance policy violated automatic stay), rev'd, N.D. Iowa Sep. 28, 2001

J.E. Adams Indus. v. NBD Equip. Finance, Inc. (In re J.E. Adams Indus.), Ch. 7, No. 98-00167-C, Adv. 98-9295-C (Bankr. N.D. Iowa May 13, 1999) (injunction of action against officers denied)

Hegg v. Dunbar (In re Hegg), Ch. 13, No. 95-62467KW, Adv. 96-6034KW (Bankr. N.D. Iowa Sept. 30, 1996) (contract forfeiture as violation of automatic stay, election of remedies)

In re National Cattle Congress, Inc., Ch. 11, No. 93-61986KW, 179 B.R. 588 (Bankr. N.D. Iowa Jan. 20, 1995) (license revocation as violation of automatic stay), aff'd N.D. Iowa Oct. 20, 1995, remanded 91 F.3d 1113 (8th Cir. 1996)

Larken Hotels v. State of North Dakota (In re Larken Hotels Limited Partnership), Ch. 11, No. 94-10388KC, Adv. 94-1027KC (Bankr. N.D. Iowa April 6, 1994) (temporary injunction of criminal proceedings denied)

In re Drahos, Ch. 13, No. 93-60924KW (Bankr. N.D. Iowa Oct. 5, 1993) (debtors' home necessary for effective reorganization)

C. Relief from Stay, 2421-2460

In re Cornish, No. 12-02250, 2013 WL 1755485 (Bankr. N.D. Iowa April 24, 2013) (granting relief from automatic stay to allow state court to address Debtors' rights)

In re Cullen, Ch. 7, No. 05-01508, 329 B.R. 52 (Bankr. N.D. Iowa Aug. 16, 2005) (damages awarded for violation of automatic stay by placing indefinite hold on accounts)

In re Carroll's Wine Co., Ch. 11, No. 05-00961 (Bankr. N.D. Iowa July 20, 2005) (stay lifted to allow lessors to pursue related state court litigation)

In re Kramer, Ch. 7, No. 04-02900, 2004 WL 3019466 (Bankr. N.D. Iowa Dec. 7, 2004) (request for annulment of automatic stay to rehabilitate judgment denied)

In re Gilbertson Restaurants LLC, Ch. 11, No. 04-00385, 2004 WL 1724876 (Bankr. N.D. Iowa May 20, 2004) (monthly payment, regular maintenance of equipment and insurance provide adequate protection)

In re Kramer, Ch. 7, No. 03-02832 (Bankr. N.D. Iowa Nov. 10, 2003) (cause exists for relief from stay for U.S. to foreclose on real estate)

In re Shalom Hospitality, Inc., Ch. 11, No. 02-00276 (Bankr. N.D. Iowa May 8, 2002) (relief from stay granted for forfeiture of real estate contract)

In re Brazelton Cedar Rapids Group, LC, Ch. 11, No. 00-02300-C (Bankr. N.D. Iowa Jan. 5, 2001) (adequate protection provided)

In re Kearney Partnership, Ch. 12, No. 99-03131-D (Bankr. N.D. Iowa Dec. 16, 1999) (modification of stay to complete sheriff's sale)

In re Bielenberg, Ch. 12, No. 97-03063-S (Bankr. N.D. Iowa Jan. 26, 1998) (equipment lease as contract creating security interest)

In re Higgins, Ch. 13, No. 97-10108-C (Bankr. N.D. Iowa Oct. 7, 1997) (relief from lifting stay for mistake or inadvertence)

In re Scribner, Ch. 7, No. 96-61972KW (Bankr. N.D. Iowa Oct. 7, 1996) (prepetition forfeiture grounds for lifting automatic stay)

In re Kenneth & Warren Contracting Co., Ch. 11, No. 96-61400KW (Bankr. N.D. Iowa July 19, 1996) (relief from stay)

In re Engelby, Ch. 13, No. 96-10008KC (Bankr. N.D. Iowa June 28, 1996) (relief from stay for post-petition, pre-confirmation default)

In re Robertson, Ch. 11, No. 94-11876KC (Bankr. N.D. Iowa Feb. 10, 1995) (relief from stay; no equity, necessary for reorganization)

In re Rausch Brothers Partnership, Ch. 11, No. L90-00151W (Bankr. N.D. Iowa Sept. 14, 1994) (real estate contract forfeiture included irrigation equipment)

In re Dostal, Ch. 11, No. 94-10108KC (Bankr. N.D. Iowa March 31, 1994) (relief from stay based on bad faith in filing petition)

In re IGWT Trust, Ch. 11, No. 93-61439KW (Bankr. N.D. Iowa Sept. 7, 1993) (lift stay regarding forfeited real estate)

In re Gearhart, Ch. 7, No. 93-10494LC (Bankr. N.D. Iowa Aug. 18, 1993) (no authority to reimpose stay once it has been lifted)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa July 26, 1993) (forfeiture of real estate contract completed prepetition)

In re Zweibahmer, Ch. 11, No. 93-60650LW (Bankr. N.D. Iowa May 20, 1993) (stay applies to appellate proceedings)

D. Enforcement of Injunction or Stay, 2461-2480

In re Ehlinger, No. 12-01680, 2013 WL 1147216 (Bankr. N.D. Iowa March 19, 2013) (creditor's actions in Debtor's bar constitute a willful violation of the automatic stay)

Swensen v. United States (In re Swensen), Ch. 7, No. 05-00210, Adv. 10-09009, 2010 WL 3123293 (Bankr. N.D. Iowa Aug. 2, 2010) (dismissing complaint to allow Debtor to pursue administrative remedies against the IRS)

In re Edmonds, No. 09-01328, 2009 WL 3787191 (Bankr. N.D. Iowa Nov. 10, 2009) (concluding settlement agreement forecloses Debtors' Motion to have creditor held in contempt for stay violations)

In re Mann, Ch. 7, No. 09-00507, 2009 WL 3007912 (Bankr. N.D. Iowa Sep. 21, 2009) (awarding damages for violations of automatic stay)

In re Mau, Ch. 7, No. 09-00929, 2009 WL 3007913 (Bankr. N.D. Iowa Sep. 21, 2009) (awarding damages for violations of automatic stay)

In re Fitzgerald, Ch. 7, No. 09-00371, 2009 WL 1809930 (Bankr. N.D. Iowa June 23, 2009) (granting sanctions for stay violation of repossessing vehicle)

Pearce v. E.L.W. Corp. (In re Pearce), Ch. 7, No. 06-01367, Adv. 07-09153, 400 B.R. 126 (Bankr. N.D. Iowa Jan. 27, 2009) (creditor violated automatic stay by contacting officials to commence criminal charges against debtor)

In re Tuecke, Ch. 7, No. 06-00399, 2006 WL 3000028 (Bankr. N.D. Iowa Oct. 10, 2006) (debtors awarded damages, attorney fees and punitive damages for violation of discharge injunction)

Schnittjer v. Allied Property & Casualty Ins. (In re Huebbe), Ch. 7, No. 05-01067, Adv. 05-9140, 2006 WL 3000132 (Bankr. N.D. Iowa Sep. 22, 2006) (sanctions granted for willful violation of automatic stay)

In re Craig, Ch. 7, No. 04-03870, 325 B.R. 804 (Bankr. N.D. Iowa May 26, 2005) (collection letters directed at non-debtor spouse did not violate discharge injunction)

In re Mehaffy, Ch. 7, No. 04-04762, 2005 WL 831805 (Bankr. N.D. Iowa Apr. 11, 2005) (cashing check postpetition constitutes voidable transfer)

In re Kramer, Ch. 7, No. 04-02900, 2005 WL 579696 (Bankr. N.D. Iowa Feb. 23, 2005) (postpetition contacts with Debtor violated automatic stay)

In re Wolfe, Ch. 7, No. 04-04323, 2005 WL 579690 (Bankr. N.D. Iowa Feb. 2, 2005) (attempts to cash Debtor's check postpetition violated automatic stay)

In re Merfeld, Ch. 7, No. 04-03162, 2005 WL 579731 (Bankr. N.D. Iowa Feb. 2, 2005) (postpetition collection letter violated automatic stay)

In re Kramer, Ch. 7, No. 04-02900, 2004 WL 3235823 (Bankr. N.D. Iowa Dec. 16, 2004) (mailing property tax bill postpetition did not violate automatic stay)

In re Kramer, Ch. 7, No. 04-02900, 2004 WL 3235815 (Bankr. N.D. Iowa Dec. 16, 2004) (letter stating tax liability and notice of assessment is excepted from automatic stay)

In re Kramer, Ch. 7, No. 04-02900, 2004 WL 3235823 (Bankr. N.D. Iowa Dec. 14, 2004) (violation of stay was not willful where Debtor listed inaccurate address for the IRS)

In re Kramer, Ch. 7, No. 04-02900, 2004 WL 3235822 (Bankr. N.D. Iowa Dec. 13, 2004) (no violation of automatic stay where Debtor had no interest in property subject to state court proceedings)

In re Kramer, Ch. 7, No. 04-02900 (Bankr. N.D. Iowa Dec. 9, 2004) (traffic citation excepted from automatic stay)

In re Reisen, Ch. 7, No. 03-01999, 2004 WL 764628 (Bankr. N.D. Iowa March 4, 2004) (stay violations were inadvertent)

Lankford v. Advanced Equities, Inc. (In re Lankford), Ch. 7, No. 03-02885, Adv. 03-9221, 305 B.R. 297 (Bankr. N.D. Iowa Jan. 20, 2004) (sanctions entered for landlord's FED action)

In re Joens, Ch. 7, No. 03-02077, 2003 WL 22839822 (Bankr. N.D. Iowa Nov. 21, 2003) (undersecured creditor violated automatic stay)

In re Hromidko, Ch. 7, No. 03-03544, 302 B.R. 629 (Bankr. N.D. Iowa Nov. 21, 2003) (stay violated by contacts with debtor's employer which were especially egregious)

In re See, Ch. 7, No. 03-01975, 301 B.R. 554 (Bankr. N.D. Iowa Nov. 20, 2003) (bank failed to appear for hearing; motion to alter or amend denied), aff'd, No. C03-151 LRR (N.D. Iowa Apr. 14, 2004)

In re See, Ch. 7, No. 03-01975, 301 B.R. 549 (Bankr. N.D. Iowa Oct. 28, 2003) (garnishment of funds violates automatic stay)

In re Alcock, Ch. 7, No. 02-03640, 2003 WL 22110446 (Bankr. N.D. Iowa Sep. 11, 2003) (sanctions for violation of automatic stay)

In re Goodfellow, Ch. 7, No. 02-04467, 298 B.R. 358 (Bankr. N.D. Iowa Sep. 3, 2003) (sanctions for violation of automatic stay)

In re Graves, Ch. 7, No. 02-04233, 2003 WL 21781968 (Bankr. N.D. Iowa July 29, 2003) (sanctions for violation of automatic stay)

In re Bandy, Ch. 7, No. 03-00753, 2003 WL 21781995 (Bankr. N.D. Iowa July 29, 2003) (sanctions for violation of automatic stay)

In re Graves, Ch. 7, No. 02-04233, 2003 WL 21277169 (Bankr. N.D. Iowa May 30, 2003) (post-discharge injunction not applicable to prepetition contacts by creditor)

In re Bandy, Ch. 7, No. 03-00753, 2003 WL 21277167 (Bankr. N.D. Iowa May 30, 2003) (post-discharge injunction not applicable to prepetition contacts by creditor)

Adams v. Peterson (In re Adams), Ch. 7, No. 01-02576, Adv. 01-9226, 2002 WL 844350 (Bankr. N.D. Iowa Apr. 19, 2002) (landlord ordered to return waterbed to debtors; no contempt found)

In re Hoftender, Ch. 7, No. 01-02370-D (Bankr. N.D. Iowa Nov. 7, 2001) (damages awarded where creditor filed small claims action postpetition)

In re Schrodts, Ch. 7, No. 00-00526-D (Bankr. N.D. Iowa July 26, 2000) (sanctions for violation of the stay and the Consumer Credit Code)

In re Tomlinson, Ch. 13, No. 95-62170-W (Bankr. N.D. Iowa May 5, 1998) (sanctions for violation of automatic stay)

In re Smith, Ch. 7, No. 97-01110-C (Bankr. N.D. Iowa Oct. 7, 1997) (damages appropriate for violation of discharge injunction)

In re Prine, Ch. 13, No. 97-01232-D, 222 B.R. 610 (Bankr. N.D. Iowa Sept. 4, 1997) (perfection of mortgage in violation of stay is void)

In re Lint, Ch. 7, No. 96-12137KC (Bankr. N.D. Iowa April 4, 1997) (violation of automatic stay; oral notice of case)

In re Brenneman, Ch. 7, No. 93-11514KC (Bankr. N.D. Iowa Jan. 6, 1997) (credit reporting service did not violate discharge injunction), appeal withdrawn

In re French, Ch. 7, No. 95-20770KD (Bankr. N.D. Iowa July 25, 1995) (violation of automatic stay)

In re Roche, Ch. 7, No. 93-10546LC (Bankr. N.D. Iowa June 10, 1993) (no actual damages proven from violation of stay)

E. Protection of Utility Service, 2481-2490

V. THE ESTATE, 2491-2760

A. In General, 2491-2510

B. Title and Rights of Trustee or Debtor in Possession, in General, 2511-2530

C. Property of Estate in General, 2531-2570

In re Agriprocessors, Inc., Ch. 11, No. 08-02751, 2009 WL 290475 (Bankr. N.D. Iowa Feb. 4, 2009) (PASA claims shall be paid from funds Trustee holds in a statutory trust before the Bank's Bond Funds are liable; the Bank has no right of setoff against the Bond Funds) (appeal voluntarily dismissed)

In re Smith, No. 05-05398, 2008 WL 4792455 (Bankr. N.D. Iowa Oct. 31, 2008) (real estate commissions earned prepetition are property of the estate), aff'd, No. 08-6050 (B.A.P. 8th Cir. Mar. 17, 2009)

Flynn v. Zeitler (In re Zeitler), No. 06-00034, Adv. 07-30007, 2008 WL 619333 (Bankr. S.D. Iowa Feb. 29, 2008) (spendthrift provision in Trust is invalid; Debtor's Trust is property of the estate)

Huisinga v. Greater Quad City Auto Auction (In re Hocken), Ch. 7, No. 05-07010, Adv. 06-09093, 360 B.R. 282 (Bankr. N.D. Iowa Feb. 22, 2007) (under Illinois law, debtor was owner of vehicles purchased through auto auction)

In re Sullivan, Ch. 7, No. 02-03073, 2006 WL 1686168 (Bankr. N.D. Iowa June 13, 2006) (trustee's settlement with potential defendant approved)

Hanrahan v. Walterman (In re Walterman Implement Inc.), Ch. 7, No. 05-07284, Adv. 06-9067, 2006 WL 1562401 (Bankr. N.D. Iowa May 22, 2006) (debtor's Subchapter S status is property of the estate; postpetition revocation of S status violates automatic stay), appeal dismissed

In re Marburger, Ch. 7, No. 04-02390 (Bankr. N.D. Iowa Sep. 27, 2004) (engagement ring is property of former fiancé)

Iowa Oil Co. v. Citgo Petroleum Corp. (In re Iowa Oil Co.), Ch. 11, No. 03-00418, Adv. 03-9057 (Bankr. N.D. Iowa Dec. 12, 2003) (setoff claim inferior to perfected security interest), aff'd in part, rev'd in part, and remanded, 2004 WL 2326377 (N.D. Iowa Sept. 30, 2004)

In re Hupton, Ch. 7, No. 02-02159, 287 B.R. 438 (Bankr. N.D. Iowa Nov. 25, 2002) (annuity contract is property of the estate)

Emerson Mattress, Inc. v. Associates Leasing, Inc. (In re Emerson Mattress, Inc.), Ch. 11, No. 95-12358-KC, Adv. 99-9052-C (Bankr. N.D. Iowa Nov. 19, 1999) (title to leased vehicles after payment of residual value), appeal dismissed

Huisinga v. Licup (In re Licup), Ch. 7, No. 98-02385-C, Adv. 98-9313-C (Bankr. N.D. Iowa Sept. 22, 1999) (determining Debtor's interest in Arizona real estate; fraudulent transfers)

In re National Cattle Congress, Ch. 11, No. 97-03581-W (Bankr. N.D. Iowa May 13, 1999) (objection to claim to fund), appeal dismissed

Fokkena v. Nicola (In re West), No. 97-02206-W, Adv. 97-9194-W (Bankr. N.D. Iowa April 15, 1998) (enforcing settlement agreement)

In re Meyer, Ch. 7, No. 95-62169-W (Bankr. N.D. Iowa Jan. 26, 1998) (U.S. Savings bonds are property of the estate)

In re Climer, Ch. 7, No. 97-01864-C (Bankr. N.D. Iowa Nov. 26, 1997) (funds from prepetition garnishment returned to Clerk of Court)

In re Odegard, Ch. 7, No. 96-22839-D (Bankr. N.D. Iowa July 9, 1997) (self-settled "irrevocable" burial trusts included in estate)

In re Larken Hotels Limited Partnership, Ch. 11, No. 94-10388KC (Bankr. N.D. Iowa June 3, 1996) (reopening to disclose asset postconfirmation)

In re Zulaica, Ch. 7, No. 95-22000KD (Bankr. N.D. Iowa March 6, 1996) (reenlistment bonus is not property of estate)

First National Bank v. Cregar's Autowerks (In re Cregar's Autowerks, Inc.), Ch. 7, No. L92-00872C, Adv. 92-1181LC (Bankr. N.D. Iowa May 12, 1994) (abandonment of car to equitable owner)

In re Bockes Brothers Farms, Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa Sept 16, 1993) (extent of lien in property repossessed and sold prepetition)

In re Kunkle, Ch. 7, No. 93-60077LW, 1993 WL 767974 (Bankr. N.D. Iowa June 4, 1993) (ERISA-qualified plan is not property of the estate)

D.Liens and Transfers; Avoidability, 2571-2600

Schnittjer v. Burke Construction Co. (In re Drahm), Ch.7, No. 08-01197, Adv. 08-09103, 405 B.R. 470 (Bankr. N.D. Iowa April 29, 2009) (installment sale contract for mobile home is not

executory; bankruptcy estate's interest in sale proceeds is the value in excess of Creditor's security interest)

Schnittjer v. Burke Construction Co. (In re Drahn), No. 08-01197, Adv. 08-09103, 2009 WL 150654 (Bankr. N.D. Iowa Jan. 21, 2009) (denying summary judgment in turnover action)

Schnittjer v. Linn Area Credit Union (In re Sickels), Ch. 7, No. 07-01569, Adv. 07-09190, 2008 WL 2745567 (Bankr. N.D. Iowa July 11, 2008) (after avoidance of lien, Trustee is not entitled to additional remedy of money judgment)

Hanrahan v. Univ. of Iowa Comm. Credit Union (In re Thomas), Ch. 7, No. 07-01253, Adv. 08-09006, 387 B.R. 4 (Bankr. N.D. Iowa April 24, 2008) (avoiding mortgage lien because mortgage contained wrong legal description)

In re Winchester, Ch. 7, No. 06-01185, 2007 WL 420391 (Bankr. N.D. Iowa Feb. 5, 2007) (liens on piano dolly and exempt tools of the trade are avoidable)

Eide v. Lex (In re H & W Motor Express), Ch. 7, No. 02-02017, Adv. 04-9099, 2005 WL 1629798 (Bankr. N.D. Iowa June 22, 2005) (postpetition wire transfers to compensate for services rendered prepetition not avoidable)

Schnittjer v. Chelsea Savings Bank (In re Pusteoska), Ch. 7, No. 04-03715, Adv. 05-9012, 2005 WL 856769 (Bankr. N.D. Iowa April 12, 2005) (avoidance of vehicle lien not timely perfected)

In re Rubino, Ch. 7, No. 04-00706, 2004 WL 1701105 (Bankr. N.D. Iowa May 28, 2004) (homestead not exempt from judgment for installation of above-ground pool)

Schnittjer v. John Deere Community Credit Union (In re Kohlmeyer), Ch. 7, No. 02-01557, Adv. 02-9078, 2003 WL 21212609 (Bankr. N.D. Iowa May 14, 2003) (lien from refinancing not avoidable)

Youngblut v. John Deere Community Credit Union (In re Kohlmeyer), No. 02-01557, Adv. 02-9078, 2002 WL 31324150 (Bankr. N.D. Iowa Sep. 17, 2002) (summary judgment on avoidance of vehicle denied)

Huisinga v. Portfolio Servs., Inc. (In re Orcutt), Ch. 7, No. 01-03265, Adv. 02-9026, 280 B.R. 837 (Bankr. N.D. Iowa May 21, 2002) (avoidance of lien on vehicle)

Youngblut v Solon State Bank Tiffin (In re Henry), Ch. 7, No. 01-03369, Adv. 02-9004, 2002 WL 539047 (Bankr. N.D. Iowa Apr. 5, 2002) (avoidance of lien on vehicle)

Hanrahan v. Triad Financial Corp. (In re Merritt), Ch. 7, No. 00-02481-C, Adv. 00-9231-C, 267 B.R. 625 (Bankr. N.D. Iowa August 27, 2001) (enforcement of vehicle lien perfected late)

Hanrahan v. Dupler (In re Kloubec), Ch. 7, No. 99-02325-C, Adv. 00-9076-C (Bankr. N.D. Iowa Aug. 3, 2000) (avoidance of unperfected vehicle lien and mortgage)

Hanrahan v. Arcadia Financial Ltd. (In re Scott), Ch. 7, No. 99-01344-C, Adv. 99-9158-C, 245 B.R. 331 (Bankr. N.D. Iowa Jan. 4, 2000) (avoidance of lien noted on title too late)

Youngblut v. Union Bank & Trust Co. (In re Jerdee), Ch. 7, No. 99-00176, Adv. 99-9117-C (Bankr. N.D. Iowa Dec. 1, 1999) (security interest in vehicle)

In re Mease, Ch. 7, No. 97-10048-C (Bankr. N.D. Iowa Dec. 1, 1999) (avoidance of lien on homestead)

United States v. Lincoln Savings Bank (In re Commercial Millwright Serv. Corp.), Ch. 7, No. 96-60007-W, Adv. 96-6068-W (Bankr. N.D. Iowa March 22, 1999) (perfection of postconfirmation security interest)

In re Konzen, Ch. 7, No. 96-21884D (Bankr. N.D. Iowa Nov. 5, 1997) (validity of attorney's security interest)

In re Kenneth & Warren Contracting Co., Ch. 11, No. 96-61400KW (Bankr. N.D. Iowa Feb. 25, 1997) (validity of out-of-state lien)

In re Hayes, Ch. 13, No. 96-21384KD, 1996 WL 138496 (Bankr. N.D. Iowa Dec. 10, 1996) (homestead exemption; recording deed and mortgage on day of petition), appeal denied, 220 B.R. 57 (N.D. Iowa Mar. 12, 1998)

Citizens State Bank v. Holthaus (In re Holthaus), Ch. 7, No. 96-61345KW, Adv. 96-6178KW, 1996 WL 944156 (Bankr. N.D. Iowa Dec. 10, 1996) (priority of claims; creditor's standing to avoid lien)

In re Meseraull, Ch. 7, No. 94-11048KC (Bankr. N.D. Iowa Nov. 18, 1994) (lien for debt for improvements on homestead not avoidable), aff'd, N.D. Iowa 7/14/95, aff'd, 82 F.3d 421 (8th Cir. 1996) (table)

In re Shanahan, Sr., Ch. 7, No. 94-11127KC (Bankr. N.D. Iowa Nov. 17, 1994) (lien for preacquisition debt not avoidable), appeal dismissed

In re Booher, Ch. 13, No. 94-10520KC (Bankr. N.D. Iowa Nov. 15, 1994) (priority of liens)

In re Parman, Ch. 7, No. 94-10592KC (Bankr. N.D. Iowa Sept. 2, 1994) (homestead is exempt from ex-spouse's claim under dissolution decree)

In re Bishop, Ch. 7, No. 93-60176LW (Bankr. N.D. Iowa Oct. 21, 1993) (novation extinguishes purchase money interest)

E. Preferences, 2601-2640

Schnittjer v. Cresco Livestock Market, Inc. et al (In re Honey Creek Cattle Co.), Ch. 7, No. 08-01398, Adv. 09-09017 et al, 2009 WL 1730679 (Bankr. N.D. Iowa June 17, 2009)

Schnittjer v. Pickens (In re Pickens), Ch. 7, No. 06-01120, Adv. 06-09166, 2008 WL 345147 (Bankr. N.D. Iowa Feb. 5, 2008) (adopting Garland rule to allow setoff of new value from amount of preferential transfer)

Schnittjer v. Pickens (In re Pickens), Ch. 7, No. 06-01120, Adv. 06-09166, 2008 WL 63251 (Bankr. N.D. Iowa Jan. 3, 2008) (applying small commercial preference exception; refusing to allow Defendants to stack § 547(c) defenses)

Hanrahan v. Grundy County Farm Service Agency (In re Walterman Implement, Inc.), Ch. 7, No. 05-07284, Adv. 07-09039, 2007 WL 4224041 (Bankr. N.D. Iowa Nov. 27, 2007)

Schnittjer v. Pickens (In re Pickens), Ch. 7, No. 06-01120, Adv. 06-09166, 2007 WL 2316577 (Bankr. N.D. Iowa Aug. 8, 2007) (denying summary judgment on affirmative defense to preference claim)

Schnittjer v. Pickens (In re Pickens), Ch. 7, No. 06-01120, Adv. 06-09166, 2007 WL 1650140 (Bankr. N.D. Iowa June 4, 2007) (denying summary judgment on small preference defense)

Schnittjer v. Ashby et al (In re Ashby), Ch. 7, No. 05-05779, Adv. 06-09123, 2006 WL 3075946 (Bankr. N.D. Iowa Oct. 26, 2006) (interest payments are payments on antecedent debt)

Schnittjer v. First Security State Bank et al (In re Rounds), Ch. 7, No. 05-01142, Adv. 05-9059, 328 B.R. 132 (Bankr. N.D. Iowa July 20, 2005) (summary judgment denied because of issues regarding validity of assignment of note)

Schnittjer v. Adams (In re Bronson), Ch. 7, No. 03-04491, Adv. 04-9033, 2004 WL 1729450 (Bankr. N.D. Iowa July 29, 2004) (admission shows lack of insolvency, summary judgment granted)

Hanrahan v. Hills Bank & Trust (In re Meade), Ch. 7, No. 00-00702-C, Adv. 00-9208-C (Bankr. N.D. Iowa Apr. 23, 2001) (lien is avoidable preference to the extent transfer paid down antecedent debt)

Dunbar v. Denton et al (In re Fischer), Ch. 7, No. 96-61088-W, Adv. 98-9132-W, (Bankr. N.D. Iowa Nov. 4, 1998) (approval of settlement; limitation of action)

Lam v. Weymiller (In re Weymiller), Ch. 7, No. 94-20350KD, Adv. 94-2055KD (Bankr. N.D. Iowa Sept. 14, 1994) (mortgage and payments to parents avoided as preferential transfers)

Currell v. McCool & McCool (In re Matheny), Ch. 7, No. L-92-00520-C, Adv. 93-1059LC (Bankr. N.D. Iowa Aug. 10, 1993) (non-bankruptcy legal fees recovered)

Henry v. American Trust & Savings (In re McGregor Harbor, Inc.), Ch. 7, No. L-92-00234D, Adv. 92-2239LD (Bankr. N.D. Iowa May 28, 1993) (Deprizio analysis followed)

F. Fraudulent Transfers, 2641-2670

Hanrahan v. Herz (In re Herz), Ch. 7, No. 08-00412, Adv. 08-09062, 2009 WL 1107744, Adv. 08-09063, 2009 WL 1107743 (Bankr. N.D. Iowa April 23, 2009) (issues of fact preclude summary judgment on fraudulent transfer claims)

Hanrahan v. U.S. Dep't of the Treasury (In re Walterman Implement, Inc.), Ch. 7, No. 05-07284, Adv. 07-09146, 2008 WL 4185986 (Bankr. N.D. Iowa Aug. 28, 2008) (denying summary judgment on the issue of Debtor's insolvency)

Schnittjer v. Nazbro, Inc. et al (In re Hung), Ch. 7, No. 07-01377, Adv. 07-09161, 387 B.R. 766 (Bankr. N.D. Iowa May 21, 2008) (denying summary judgment on issue of Debtor's insolvency at time of alleged fraudulent transfer)

Shodeen v. Bartlett et al (In re Bartlett), Ch. 7, No. 07-00939, Adv. 08-30037, 2008 WL 2073950 (Bankr. S.D. Iowa May 13, 2008) (denying motion to dismiss based on statute of limitations)

Schnittjer v. Houston (In re Houston), Ch. 7, No. 07-01798, Adv. 07-09196, 385 B.R. 268 (Bankr. N.D. Iowa Apr. 2, 2008) (avoiding constructively fraudulent transfer of real estate by Quit Claim Deed to Debtor's mother), appeal dismissed, No. 08-00054-EJM (N.D. Iowa Nov. 4, 2008)

Hanrahan v. Walterman (In re Walterman Implement, Inc.), Ch. 7, No. 05-07284, Adv. 07-09043 (Bankr. N.D. Iowa Oct. 5, 2007) (issues of fact preclude summary judgment on insolvency)

Hanrahan v. Walterman (In re Walterman Implement, Inc.), Ch. 7, No. 05-07284, Adv. 07-09043, 2007 WL 2901151 (Bankr. N.D. Iowa Sep. 28, 2007) (issues of fact preclude summary judgment on the first two elements of fraudulent transfer claim)

Quad City Bank v. Berstler (In re Chapman), Ch. 7, No. 05-00408, Adv. 06-09112, 2007 WL 2316428 (Bankr. N.D. Iowa Aug. 8, 2007) (finding good faith transferee protected from avoidance of fraudulent transfer)

Hanrahan v. Walterman (In re Walterman Implement Inc.), No. 05-07284, Adv. 06-09072, 2007 WL 328728 (Bankr. N.D. Iowa Jan. 26, 2007) (summary judgment denied on fraudulent transfer claim)

Hanrahan v. Wilson (In re Wilson), Ch. 7, No. 03-00780, Adv. 04-9016, 2004 WL 2671678 (Bankr. N.D. Iowa Nov. 12, 2004) (Debtor's transfer of commercial property to his wife not avoidable as fraudulent transfer)

Youngblut v. Pepmeyer (In re Pepmeyer), Ch. 7, No. 00-02486-C, Adv. 01-9027-C, 275 B.R. 539 (Bankr. N.D. Iowa Feb. 15, 2002) (avoidance of transfer of annuity by change of ownership) appeal dismissed

Hanrahan v. Vogel (In re Vogel), Ch. 7, No. 98-02634-C, Adv. 98-9312-C (Bankr. N.D. Iowa May 21, 1999) (exemption of interest in motorcycle; avoiding transfer)

Cambridge Tempositions v. Cassis (In re Cassis), Ch. 7, No. 97-03206-C, Adv. 98-9021-C, 220 B.R. 979 (Bankr. N.D. Iowa May 4, 1998) (dismissal of complaint for failure to state a claim, lack of standing)

Dunbar v. Stiefel (In re Stiefel), Ch. 7, No. 97-00839-W, Adv. 97-9063-W (Bankr. N.D. Iowa Jan. 8, 1998) (forfeiture of contract as fraudulent transfer)

Schetter v. Fischer (In re Fischer), Ch. 7, No. 96-61088-W, Adv. 96-5137-W (Bankr. N.D. Iowa June 27, 1997) (proof of intent to hinder required in fraudulent transfer claim)

Dunbar v. Johnson (In re Grady), Ch. 13, No. 96-20970KD, Adv. 96-2088KD, 202 B.R. 120 (Bankr. N.D. Iowa Oct. 24, 1996) (contract forfeiture as fraudulent transfer)

Terpstra v. Bails (In re Downs), Ch. 7, No. 94-11980KC, Adv. 95-1080KC (Bankr. N.D. Iowa Dec. 26, 1995) (no summary judgment on motion for turnover)

Reil v. Stanley (In re Reil), Ch. 11, No. L92-00860W, Adv. L92-0094W (Bankr. N.D. Iowa Dec. 8, 1995) (consigning jewelry to pawnshop as fraudulent transfer)

Hager v. Bockes Brothers Farms (In re Bockes Brothers Farms), Ch. 11, No. 93-60881KW, Adv. 93-6127KW, 1994 WL 910792 (Bankr. N.D. Iowa Jan. 6, 1994) (forfeiture of real estate contract as fraudulent transfer), aff'd, 1994 WL 912213 (N.D. Iowa Apr. 26, 1994), appeal to 8th Cir. dismissed

G. Set-off, 2671-2700

Kleinsmith v. Alcoa Employees & Comm. Credit Union (In re Kleinsmith), Ch. 7, No. 05-04233, Adv. 06-30105, 361 B.R. 504 (Bankr. S.D. Iowa Dec. 29, 2006) (credit union could not set off debt against exempt funds or third party's account)

In re Stickle Salvage Feed, Inc., Ch. 7, No. 99-02452-C (Bankr. N.D. Iowa Sept. 19, 2000) (correction of postpetition error by Bank authorized), aff'd, N.D. Iowa June 25, 2002

In re Malek, Ch. 13, No. 95-60479-W (Bankr. N.D. Iowa July 20, 1999) (Coop dividends paid postpetition not subject to setoff.)

H. Avoidance Rights, 2701-2740

Schnittjer v. Dupaco Community Credit Union (In re Noonan), No. 08-01557, Adv. 08-09122, 2008 WL 4974835 (Bankr. N.D. Iowa Nov. 20, 2008) (action to avoid lien survives motion to dismiss)

Hanrahan v. Community Savings Bank (In re Ovel), Ch. 7, No. 06-01150, Adv. 08-09032, 2008 WL 2368285 (Bankr. N.D. Iowa June 10, 2008) (Bank which granted mortgage to initial transferee is immediate or mediate transferee; its “single satisfaction” defense raises factual issues regarding valuation); 2008 WL 3834480 (Bankr. N.D. Iowa July 18, 2008) (denying motion for further relief)

Fokkena v. Zezulka (In re Tripp), Ch. 7, No. 97-03430-W, Adv. 98-9026-W (Bankr. N.D. Iowa April 13, 1998) (unperfected, junior lien not avoidable)

United States v. Lincoln Savings Bank (In re Commercial Millwright Service Corp.), Ch. 7, No. 9560007W, Adv. 96-6068W (Bankr. N.D. Iowa Oct. 27, 1997) (Trustee allowed to amend pleadings)

Reil v. Stanley (In re Reil), Ch. 11, No. L92-00860W (Bankr. N.D. Iowa Nov. 17, 1994) (motion to amend complaint denied)

I. Reclamation, 2741-2760

VI. EXEMPTIONS, 2761-2820

In re A’Hearn, No. 11-00615, 2011 WL 4704235 (Bankr. N.D. Iowa Oct. 4, 2011) (payments under Debtor’s Separation Agreement are property of the estate and not exempt), aff’d No. C 11-124 (N.D. Iowa, March 12, 2012)

In re Gerholdt, Ch. 7, No. 11-01321, 2011 WL 4352343 (Bankr. N.D. Iowa Sep. 16, 2011) (denying objection to incarcerated Debtor’s homestead exemption)

In re King, Ch. 7, No. 10-03268, 451 B.R. 884 (Bankr. N.D. Iowa May 05, 2011) (a vehicle is not a tool of the trade for lien avoidance purposes)

In re Nunnaly, Ch. 7, No. 11-00364, 2011 WL 1215837 (Bankr. N.D. Iowa Mar. 31, 2011) (avoiding small claims judgment as impairing homestead exemption)

In re Hefel, Ch. 7, No. 10-02787 (Bankr. N.D. Iowa Feb. 16, 2011), aff’d, No. 11-01010, 2011 WL 3292929 (N.D. Iowa Jul. 29, 2011) (Reade, J.) (affirming Bankruptcy Court’s order sustaining objection to wildcard exemption of property which Debtors valued at “FMV”), appeal dismissed on motion, No. 11-2841 (8th Cir. Oct. 11, 2011)

In re Loney, Ch. 7, No. 10-00323, 2011 WL 133006 (Bankr. N.D. Iowa Jan. 14, 2011) (finding further evidence is needed to determine vehicle exemptions)

In re Westmeyer, No. 09-03590, 2010 WL 2103571 (Bankr. N.D. Iowa May 24, 2010) (finding Debtor did not abandon his homestead and the exemption exists in sales proceeds for one year)

In re Timmer, No. 09-02969, 2010 WL 598673 (Bankr. N.D. Iowa Feb. 17, 2010) (concluding Credit Union may not foreclose on homestead to satisfy business debt)

In re Skillen, No. 09-00346, 2009 WL 4823802 (Bankr. N.D. Iowa Dec. 14, 2009) (finding liens not avoidable as impairing an exemption where Debtors failed to prove they are “engaged in farming”)

In re Thompson, No. 09-02454, 2009 WL 4332862 (Bankr. N.D. Iowa Nov. 30, 2009) (finding failure to correctly calendar hearing is not excusable neglect)

In re Malatek, No. 03-02281, 2009 WL 3754234 (Bankr. N.D. Iowa Nov. 9, 2009) (finding lien not avoidable where the debt arose before Debtor intended to permanently reside at homestead property)

In re Wait, Ch. 7, No. 08-01390, 2009 WL 2341325 (Bankr. N.D. Iowa Sep. 1, 2009) (approving Trustee’s proposed boundaries of Debtor’s homestead)

In re Wait, Ch. 7, No. 08-01390, 2009 WL 2341325 (Bankr. N.D. Iowa July 29, 2009) (denying approval of Debtor’s selection of her homestead)

In re Meyer, Ch. 13, No. 08-00212, 2008 WL 2705182 (Bankr. N.D. Iowa July 1, 2008) (homestead is exempt as proceeds of an exempt personal injury payment and as a new homestead)

In re Christianson, Ch. 7, No. 08-00078, 2008 WL 1902724 (Bankr. N.D. Iowa April 29, 2008) (granting Debtor relief from order improvidently entered; allowing exemption of two revolvers)

In re Russow, Ch. 7, No. 06-00885, 357 B.R. 133 (Bankr. N.D. Iowa Jan 17, 2007) (homestead exemption limited to amount of net proceeds from sale of prior home)

In re Stone, Ch. 7, No. 05-01547, 329 B.R. 860 (Bankr. N.D. Iowa Sep. 6, 2005) (Debtor may claim Wisconsin homestead exemption based on his domicile 180 days prepetition)

In re Sadler, Ch. 7, No. 05-00857, 327 B.R. 654 (Bankr. N.D. Iowa July 29, 2005) (machine shed is exempt as appurtenant to farm homestead; corn is not exempt because Debtor is not feeding livestock)

In re Schrandt, Ch. 7, No. 04-04172, 2005 WL 1629728 (Bankr. N.D. Iowa July 11, 2005) (CRP payments not exempt as “public assistance benefits”)

In re Heeren, Ch. 7, No. 04-04127, 324 B.R. 733 (Bankr. N.D. Iowa April 11, 2005) (homestead exempt from lien of dissolution judgment)

In re Takes, Ch. 7, No. 04-04020, 2005 WL 579696 (Bankr. N.D. Iowa Mar. 8, 2005) (homestead right began with residency agreement, predating creditor's claims), rev'd, 334 B.R. 642 (N.D. Iowa 2005), aff'd, 478 F.3d 902 (8th Cir. 2007)

In re McCabe, Ch. 7, No. 02-00250, 299 B.R. 564 (Bankr. N.D. Iowa Sep. 3, 2003) (one-half acre homestead limitation enforced)

In re White, Ch. 13, No. 02-04050, 293 B.R. 1 (Bankr. N.D. Iowa Apr. 17, 2003) (homestead exemption transfers to new property)

In re Buelow, No. 02-01388, 287 B.R. 446 (Bankr. N.D. Iowa Dec. 19, 2002) (vehicle not exempt to extent voluntary lien avoided)

In re Powers, Ch. 7, No. 98-03616, 286 B.R. 726 (Bankr. N.D. Iowa Dec. 2, 2002) (homestead exempt from judgment against one of the spouses)

In re McCabe, Ch. 7, No. 02-00250, 280 B.R. 841 (Bankr. N.D. Iowa June 17, 2002) (exemption of shotgun, IRAs)

In re Banke, Ch. 7, No. 01-01281-W, 268 B.R. 541 (Bankr. N.D. Iowa Oct. 19, 2001) (time limits for objecting to exemption not "mere technicalities")

In re Banke, Ch. 7, No. 01-01281-W, 267 B.R. 852 (Bankr. N.D. Iowa Oct. 4, 2001) (objection to exemption not timely)

In re Hurd, Ch. 7, No. 01-01560-D (Bankr. N.D. Iowa Oct. 3, 2001) (Wisconsin debtor voluntarily abandoned homestead)

In re Pepmeyer, Ch. 7, No. 00-02486-C (Bankr. N.D. Iowa Feb. 14, 2001) (following B.A.P. authority, IRA annuity is not exempt), rev'd, 273 B.R. 782 (N.D. Iowa Jan. 7, 2002)

Swanson v. Glaser (In re Glaser), Ch. 7, No. 00-01218-C, Adv. 00-9113-C (Bankr. N.D. Iowa Feb. 6, 2001) (preacquisition and dissolution exceptions to homestead exemption), appeal dismissed

In re Ellis, Ch. 7, No. 99-00191-D (Bankr. N.D. Iowa Dec. 4, 2000) (support creditor is entitled to priority to the extent she is undersecured), aff'd, N.D. Iowa Oct. 29, 2001

Wagner v. Chelsea Savings Bank (In re Wagner), Ch. 13, No. 99-02428-C, Adv. 00-9050-C (Bankr. N.D. Iowa Sep. 22, 2000) (motion to amend order denied), aff'd, 259 B.R. 694 (B.A.P. 8th Cir. Mar. 13, 2001)

In re Wagner, Ch. 13, No. 99-02428-C (Bankr. N.D. Iowa July 27, 2000) (repurchase at auction does not create PMSI)

Wagner v. Chelsea Savings Bank (In re Wagner), Ch. 13, No. 99-02428-C, Adv. 00-9050-C (Bankr. N.D. Iowa July 27, 2000) (waiver of homestead exemption of agricultural land), aff'd, B.A.P. 8th Cir. Mar. 13, 2001

In re Wagner, Ch. 13, No. 99-02428-C (Bankr. N.D. Iowa Feb. 16, 2000) (debtor may exempt tools of trade as mechanic and as farmer)

In re Kemmerer, Ch. 7, No. 99-01453-C, 245 B.R. 335 (Bankr. N.D. Iowa Feb. 7, 2000) (IRA annuity is exempt), rev'd, 251 B.R. 50 (B.A.P. 8th Cir. July 26, 2000)

In re Moore, Ch. 7, No. L-90-20041-D (Bankr. N.D. Iowa Jan. 10, 2000) (judgment cannot attach as lien postpetition)

In re Scott, Ch. 7, No. 99-01344-C, 2000 WL 122360 (Bankr. N.D. Iowa Jan. 4, 2000) (exemption of vehicle after avoidance of voluntary lien)

In re Holmes, Ch. 7, No. 99-01961-W (Bankr. N.D. Iowa Nov. 22, 1999) (annuity not exempt)

In re Schlitter, Ch. 7, No. 98-02982-C (Bankr. N.D. Iowa March 22, 1999) (exemption of deferred compensation plan)

In re Witt, Ch. 7, No. 98-03345-C (Bankr. N.D. Iowa March 4, 1999) (vehicle as tool of the trade)

In re Opel, Ch. 7, No. 98-01862-C (Bankr. N.D. Iowa Sept. 30, 1998) (marital homestead exempt from preacquisition debt)

In re Mausser, Ch. 7, No. 98-01548-D, 225 B.R. 667 (Bankr. N.D. Iowa Sept. 30, 1998) (lack of notice to government agency; exemption of farm equipment)

In re Knode, Ch. 7, No. 97-01814-C (Bankr. N.D. Iowa April 3, 1998) (preacquisition lien on homestead not avoidable)

In re Crane, Ch. 7, No. 97-02968-C (Bankr. N.D. Iowa Feb. 11, 1998) (replacement ring not exempt as wedding ring)

In re Knode, Ch. 7, No. 97-01814-C (Bankr. N.D. Iowa Nov. 21, 1997) (non-owning spouse's homestead rights no greater than owner's), aff'd, N.D. Iowa Aug. 26, 1998

In re Shearer, Ch. 7, No. 97-01020-C (Bankr. N.D. Iowa Aug. 20, 1997) (life insurance for benefit of children exempt)

In re Hegg, Ch. 7, No. 95-62467-W (Bankr. N.D. Iowa July 22, 1997) (turnover of proceeds of exempt property sold prior to conversion)

In re Nehl, Ch. 7, No. 97-60192-W (Bankr. N.D. Iowa June 5, 1997) (trustee assertion of home improvement exception to homestead exemption)

In re Funk, Ch. 7, No. 97-20462-D (Bankr. ND. Iowa June 4, 1997) (milk check as exempt accrued wages)

In re Brislaw, Ch. 7, No. 97-10137-C (Bankr. N.D. Iowa May 23, 1997) (joint debtor's exemption rights in spouse's property)

In re Crouch, Ch. 7, No. 96-23085-D, Bankr. N.D. Iowa May 13, 1997) (earned income credit not exempt), appeal withdrawn

In re Howard, Ch. 7, No. 96-22392KC (Bankr. N.D. Iowa March 7, 1997) (avoiding unperfected lien on car; exemptability after lien avoidance)

In re Johnson, Ch. 7, No. 96-61936KW (Bankr. N.D. Iowa Feb. 11, 1997) (exemption of TIAA/CREF annuity payments)

In re Lungwitz, Ch. 7, No. 96-22823KD (Bankr. N.D. Iowa Feb. 11, 1997) (exemption of computer and other home office equipment)

In re Nandell, Ch. 7, No. 96-12411KC (Bankr. N.D. Iowa Dec. 13, 1996) (avoidance of stipulated dissolution lien)

In re Smith, Ch. 7, No. 96-11751KC, 206 B.R. 186 (Bankr. N.D. Iowa Dec. 11, 1996) (breeding stock as tools of trade)

In re Hayes, Ch. 13, No. 96-21384KD, 1996 WL 1038496 (Bankr. N.D. Iowa Dec. 10, 1996) (homestead exemption; recording deed and mortgage on day of petition)

In re Worley, Ch. 7, No. 96-10450KC (Bankr. N.D. Iowa Dec. 10, 1996) (judgment lien avoidable; mortgage lien survives)

In re Holthaus, Ch. 7, No. 96-61345KW, 1996 WL 1057949 (Bankr. N.D. Iowa Nov. 4, 1996) (exemptions if "engaged in farming")

Sauer v. Conley (In re Conley), Ch. 7, No. 95-62047KW, Adv. 95-6195KW (Bankr. N.D. Iowa July 15, 1996) (fraud and defalcation as fiduciary; new homestead)

In re Smith, Ch. 7, No. 96-20243KD, 1996 WL 1057948 (Bankr. N.D. Iowa May 7, 1996) (avoidance of lien; debtors "engaged in farming")

In re Waterman, Ch. 7, No. 95-61657KW (Bankr. N.D. Iowa Feb. 2, 1996) (vehicles as tools of the trade)

In re Ackerman, Ch. 7, No. 94-21846KD, 1995 WL 916986 (Bankr. N.D. Iowa April 12, 1995) (exemption of masonry tools of the trade)

In re Hageman, Ch. 7, No. 94-60749KW (Bankr. N.D. Iowa April 5, 1995) (failure to object to lien avoidance)

In re Caslavka, Ch. 7, No. 93-10188LC, 179 B.R. 141 (Bankr. N.D. Iowa Feb. 24, 1995) (exemption of proceeds from pension plan distribution)

In re Shanahan, Ch. 7, No. 94-11127KC (Bankr. N.D. Iowa Feb. 24, 1995) (avoidance of lien for ex-spouse's attorney fees)

In re Versluis, Ch. 7, No. 94-61420KW (Bankr. N.D. Iowa Jan. 5, 1995) (homestead liable for preacquisition debt)

In re Stevens, Ch. 7, No. 94-10178KC (Bankr. N.D. Iowa July 27, 1994) (exemption of garden tractor as motor vehicle)

In re Kahler, Ch. 7, No. 94-10285KC (Bankr. N.D. Iowa June 15, 1994) (exemption of farm equipment)

In re Ersepke, Ch. 7, No. L-92-00541LD, 1993 WL 767975 (Bankr. N.D. Iowa Nov. 30, 1993) (whether dissolution judgment can constitute exempt homestead property)

In re Herron, Ch. 7, No. 92-62288LW (Bankr. N.D. Iowa Nov. 5, 1993) (cause for reopening case; objection to avoidance of judicial lien)

In re Weber, Ch. 7, No. 93-11093KC (Bankr. N.D. Iowa Oct. 4, 1993) (invasion of homestead exemption for pre-acquisition debt)

In re Winkowitsch, Ch. 7, No. 93-60712LW (Bankr. N.D. Iowa Sept. 20, 1993) (following Streeper, objection to avoidance of lien from pre-acquisition debt)

In re Jacobsen, Ch. 7, No. 93-10724LC (Bankr. N.D. Iowa Sept. 8, 1993) (mobile home qualifies for homestead exemption)

In re Guynn, Ch. 7, No. L-91-1545C (Bankr. N.D. Iowa Aug. 17, 1993) (remainder interest cannot constitute homestead; amendment to exemptions not allowed)

In re Bishop, Ch. 7, No. 93-60176LW (Bankr. N.D. Iowa June 29, 1993) (“engaged in farming”)

In re Kunkle, Ch. 7, No. 93-60077LW (Bankr. N.D. Iowa June 4, 1993) (household goods include home and lawn maintenance equipment)

VII. CLAIMS, 2821-3000

A.In General, 2821-2850

In re Aschtgen, Ch. 7, No. 01-01348, 2002 WL 1842444 (Bankr. N.D. Iowa July 16, 2002) (medical assistance debt to State arose postpetition and is not subject to discharge)

In re Dalecky, Ch. 13, No. 96-11561-C (Bankr. N.D. Iowa May 7, 1997) (tax liability as responsible person)

In re Blinks, Ch. 7, No. 95-10100KC (Bankr. N.D. Iowa April 19, 1996) (allowance of claim; fees for Trustee's attorneys)

In re Brecunier, Ch. 13, No. L89-01142W (Bankr. N.D. Iowa June 13, 1994) (recomputation of property tax)

B.Secured Claims, 2851-2870

Regions Bank v. Pfab (In re Pfab), Ch. 7, No. 05-05713, Adv. 05-9188, 2007 WL 1021970 (Bankr. N.D. Iowa March 30, 2007) (enforcement of stipulation regarding rights of competing creditors)

Wade v. Solon State Bank (In re Wade), Ch. 7, No. 03-01568, Adv. 05-09164, 354 B.R. 876 (Bankr. N.D. Iowa Nov. 13, 2006) (bank's lien on real estate is limited to debtors' equity in the property)

Vantiger-Witte v. MERS (In re Vantiger-Witte), Ch. 12, No. 05-02931, Adv. 06-9080, 354 B.R. 862 (Bankr. N.D. Iowa Sept. 14, 2006) (mortgagee equitably subordinated to priority of the lien it refinanced), appeal dismissed

In re Nehl, Ch. 7, No. 97-60192, 2002 WL 1001001 (Bankr. N.D. Iowa May 14, 2002) (lien unenforceable against agricultural homestead because of lack of required waiver language)

In re McAllister, Ch. 7, No. 01-00153-W, 267 B.R. 614 (Bankr. N.D. Iowa August 21, 2001) (priority of competing security interests)

In re J.E. Adams Indus., Ch. 11, No. 98-00167-C (Bankr. N.D. Iowa June 26, 2000) (inclusion of late charges and attorney fees in secured claim)

In re Mork Brothers General Partnership, Ch. 12, No. 99-03289-W (Bankr. N.D. Iowa March 23, 2000) (value of real estate in Chapter 12 case)

In re Kloubec, Ch. 12, No. 99-02325-C (Bankr. N.D. Iowa Nov. 15, 1999) (commercially raised fish are collateral for secured claim)

In re J.E. Adams Indus., Inc., Ch. 7, No. 98-00167-C (Bankr. N.D. Iowa May 27, 1999) (lease vs. security agreement)

In re O'Brien, Ch. 13, No. 98-00545-C (Bankr. N.D. Iowa Oct. 1, 1998) (extent of secured claim of holder of mechanic's lien judgment)

In re Roberts, Ch. 13, No. 97-00855-C, 210 B.R. 325 (Bankr. N.D. Iowa June 18, 1997) (evidence of value of collateral automobile)

In re Specht, Ch. 12, No. 96-21022KD, 1997 WL 476660 (Bankr. N.D. Iowa Feb. 26, 1997) (valuation of vehicles)

In re El Khabbaz, Ch. 13, No. 95-22466KD (Bankr. N.D. Iowa April 12, 1996) (property interest in spouse's separate property; IRS lien)

In re Cook, Ch. 13, No. 95-12544KC (Bankr. N.D. Iowa April 1, 1996) (going concern value of retained property)

In re National Cattle Congress, Ch. 11, No. 93-61986KW (Bankr. N.D. Iowa Dec. 26, 1995) (extent of secured claim after sale of part of collateral)

In re Booher, Ch. 13, No. 94-10520KC (Bankr. N.D. Iowa Mar. 15, 1995) (realtor commission as administrative expense), appeal withdrawn

In re Booher, Ch. 13, No. 94-10520KC (Bankr. N.D. Iowa Feb. 6, 1995) (attorney fees paid from proceeds of sale under 506(c))

C. Administrative Claims, 2871-2890

In re Kwik Way Products, Inc., Ch. 11, No. 08-00362, 2009 WL 807639 (Bankr. N.D. Iowa March 23, 2009) (landlord is entitled to administrative claim for post-petition rent, less offsets)

In re Wayne Engineering Corp., Ch. 7, No. 05-03394, 2007 WL 704521 (Bankr. N.D. Iowa March 5, 2007) (allowance and priority of claim against prepetition receiver), aff'd in part, rev'd in part and remanded, No. C 07-2020 (N.D. Iowa Dec. 14, 2007), appeal withdrawn, No. 08-1105 (8th Cir. Feb. 12, 2008)

In re Tama Beef Packing Inc., Ch. 11, No. 01-03822, 312 B.R. 192 (Bankr. N.D. Iowa June 16, 2004) (administrative expense claim allowed to extent of 3.2% of price to purchase lease), rev'd, 321 B.R. 496 (B.A.P. 8th Cir. 2005)

In re Tama Beef Packing Inc., Ch. 7, No. 01-03822, 284 B.R. 889 (Bankr. N.D. Iowa Sep. 10, 2002) (reconsideration of administrative claim denied), rev'd, 290 B.R. 90 (B.A.P. 8th Cir. 2003). appeal dismissed, 2004 WL 231241 (8th Cir. 2004), on remand, 312 B.R. 192 (Bankr. N.D. Iowa 2004)

In re Tama Beef Packing, Inc., Ch. 7, No. 01-03822, 283 B.R. 274 (Bankr. N.D. Iowa Aug. 20, 2002) (unsuccessful bidder's claim for expenses not administrative expense), rev'd, 290 B.R. 90

(B.A.P. 8th Cir. Mar. 21, 2003), appeal dismissed 2004 WL 231241 (8th Cir. 2004), on remand, 312 B.R. 192 (Bankr. N.D. Iowa 2004)

In re Blessing Industries, Inc., Ch. 7, No. 00-00140-W, 263 B.R. 268 (Bankr. N.D. Iowa Apr. 5, 2001) (court refuses to retroactively approve postpetition cash infusion), appeal dismissed

In re Rubber Development, Inc., Ch. 11, No. 98-03432-W, 2000 WL 150834 (Bankr. N.D. Iowa Jan. 4, 2000) (administrative expense on assumption of lease)

In re Wirkler, Ch. 13, No. 98-02886-D (Bankr. N.D. Iowa April 19, 1999) (administrative expense claim for use of collateral)

First Nat'l Bank v. Wedemeier, et al (In re Wedemeier), Ch. 7, No. 98-01705-W, Adv. 98-9166-W (Bankr. N.D. Iowa March 4, 1999) (avoidance of farm landlord liens; rent as administrative expense), aff'd in part, rev'd in part, remanded, 239 B.R. 794 (B.A.P. 8th Cir. 1999); aff'd in part, remanded in part 237 F.3d 938 (8th Cir. Jan. 16, 2001); on remand 2001 WL 1725296 (B.A.P. 8th Cir. Feb. 9, 2001)

Lam v. Bossom (In re Weymiller), Ch. 7, No. 94-20350KD, Adv. 95-2039KD (Bankr. N.D. Iowa Sept. 26, 1995) (claim for rent under invalid farm lease)

In re Heitshusen, Ch. 7, No. L-88-00779C (Bankr. N.D. Iowa June 14, 1994) (landlord's claim for rent as administrative expense)

In re Mensching, Ch. 7, No. 92-61313LW (Bankr. N.D. Iowa March 4, 1994) (debtor's attorney fees as administrative expense)

In re Cregar's Autowerks, Inc., Ch. 7, No. L-92-00872C (Bankr. N.D. Iowa Dec. 10, 1993) (rent as necessary expense)

In re ASAP Printing, Inc., Ch. 7, No. 93-60443LW (Bankr. N.D. Iowa Nov. 24, 1993) (whether creditor is entitled to immediate payment of postpetition rent administrative expense claim)

In re ASAP Printing, Inc., Ch. 7, No. 93-60443LW (Bankr. N.D. Iowa July 26, 1993) (rent as administrative expense under § 365(d) (3))

D.Proof; Filing, 2891-2920

In re Heyer, No. 09-01518, 2009 WL 3380391 (Bankr. N.D. Iowa Oct. 20, 2009) (untimely requests to extend time to file claim and to file dischargeability complaint may not be granted)

In re Reichenbach, Ch. 13, No. 03-03148, 2004 WL 1718090 (Bankr. N.D. Iowa May 5, 2004) (no distribution from plan where creditor failed to file proof of claim)

In re Sheskey, Ch. 7, No. 99-01697-D263 B.R. 264 (Bankr. N.D. Iowa, Apr. 3, 2001) (claim disallowed based on lack of possession of note)

In re Strayer Seed Farms, Inc., Ch. 7, No. 95-62081-KW (Bankr. N.D. Iowa May 26, 1999) (informal proof of claim)

In re Cedar Valley Feeds, Inc., Ch. 7, No. L-91-00266C (Bankr. N.D. Iowa May 19, 1995) (sufficiency of IRS Proof of Claim)

E. Determination, 2921-2950

In re Tanner, No. 12-01429, 2013 WL 2318848 (Bankr. N.D. Iowa May 28, 2013) (finding Debtor rebutted validity of mortgagee's proof of claim)

In re Pierce, No. 12-01271, 2013 WL 968101 (Bankr. N.D. Iowa March 12, 2013) (allowing claim as filed in light of lack of evidence to rebut the validity of the proof of claim)

In re White, Ch. 13, No. 06-01373, 2007 WL 2413013 (Bankr. N.D. Iowa Aug. 21, 2007) (requiring motion to reconsider claims rather than amendment of plan)

In re Wood Floors Import Distributor LLC, Ch. 7, No. 02-04481, 2004 WL 764507 (Bankr. N.D. Iowa Feb. 12, 2004) (Debtor failed to rebut presumptive validity of claims as filed)

In re Internet Navigator, Inc., Ch. 11, No. 01-02353, 293 B.R. 198 (Bankr. N.D. Iowa Apr. 22, 2003) (allow claim of debtor's former attorneys), aff'd, 301 B.R. 1 (B.A.P. 8th Cir. 2003)

In re Internet Navigator, Inc., Ch. 11, No. 02-01388, 289 B.R. 133 (Bankr. N.D. Iowa Jan. 28, 2003) (claims are for debt, not capital contributions)

In re Brazelton Cedar Rapids Group, LC, Ch. 11, No. 00-02300-C, 264 B.R. 201 (Bankr. N.D. Iowa May 10, 2001) (allowance of claim, including penalties, interest and attorney fees)

In re Brazelton Cedar Rapids Group, LC, Ch. 11, No. 00-02300-C, 264 B.R. 195 (Bankr. N.D. Iowa May 3, 2001) (objection to proof of claim barred by Rooker-Feldman, claim preclusion)

In re El Khabbaz, Ch. 13, No. 95-22466KD (Bankr. N.D. Iowa March 6, 1996) (procedure for motion to value claim)

Eckhart v. Simon (In Re Simon), Ch. 12, No. 94-21591KD, Adv. 94-2173KD (Bankr. N.D. Iowa Sept. 26, 1995) (validity of security interest in cattle), appeal dismissed

In re Pierce, Ch. 7, No. 93-61552KW (Bankr. N.D. Iowa March 4, 1994) (abstention from determination of tax liability)

In re Arnold, Ch. 12, No. Y87-00767W (Bankr. N.D. Iowa Feb. 14, 1994) (reconsideration of secured claim after confirmation of plan)

F. Priorities, 2951-3000

In re Miell, Ch. 7, No. 09-01500, 2011 WL 3799770 (Bankr. N.D. Iowa Aug. 26, 2011) (former employees allowed to assert claims for vacation pay; portion attributable to 180 days prepetition is entitled to priority treatment)

In re Weymiller, Ch. 7, No. 94-20350-D (Bankr. N.D. Iowa March 6, 1998) (late-filed priority claim entitled to distribution)

Dolezal v. United States (In Re Dolezal), Ch. 7, No. 96-11466-C, Adv. 96-6211-W (Bankr. N.D. Iowa June 16, 1997) (marshaling of oversecured creditor's collateral not allowed)

In re Kinsel, Ch. 7, No. 94-61501KW (Bankr. N.D. Iowa Jan. 9, 1997) (priority of claims arising from dissolution judgment)

In re Nichols, Ch. 13, No. L88-00954W, 1994 WL 932214 (Bankr. N.D. Iowa Sept. 28, 1994) (IRS claim for postpetition taxes in Chapter 13)

VIII. TRUSTEES, 3001-3020

In re Miell, Ch. 7, No. 09-01500, 2011 WL 482831 (Bankr. N.D. Iowa Feb. 7, 2011) (denying debtor's motion to remove trustee)

In re Miell, Ch. 7, No. 09-01500, 2011 WL 90236 (Bankr. N.D. Iowa Feb. 7, 2011) (denying dismissal of motion to remove trustee)

IX. ADMINISTRATION, 3021-3250

A. In General, 3021-3060

In re Hefel, Ch. 7, No. 10-02787, 2011 WL 4356215 (Bankr. N.D. Iowa Sep. 19, 2011) (Trustee's compromise is approved in light of the potential expense, and lack of certainty of success on the merits, of a creditor's alternative), appeal dismissed by agreement, No. 11-01045-LRR (N.D. Iowa Nov. 16, 2011)

In re Miell, No. 09-01500, 2009 WL 5178009 (Bankr. N.D. Iowa Dec. 29, 2009) (allowing Trustee to use accrued net rents as an administrative surcharge under § 506(c) for expenses other than property taxes)

In re Best Value, Inc., No. 09-00591, 2009 WL 4840144 (Bankr. N.D. Iowa Dec. 15, 2009) (denying application for writ of habeas corpus ad testificandum)

In re Luxa, Ch. 7, No. 06-01543, 2007 WL 187982 (Bankr. N.D. Iowa Jan. 22, 2007) (granting U.S. Trustee's motion to compel production of financial information)

Hanrahan v. Martinson Construction Co. (In re Walterman Implement, Inc.), Ch. 7, No. 05-07284, Adv. 06-09158, 360 B.R. 275 (Bankr. N.D. Iowa Jan 19, 2007) (mechanic's lien on wrong real estate not valid)

In re Woodward, Ch. 7, No. 04-02290, 314 B.R. 201, 2004 WL 2032317 (Bankr. N.D. Iowa Sep. 1, 2004) (bankruptcy petition preparer defined, sanctioned)

In re Neal, Ch. 7, No. 04-01429, 314 B.R. 198, 2004 WL 2032319 (Bankr. N.D. Iowa Aug. 23, 2004) (liquidation analysis determines redemption value)

In re R.J. Manufacturing Inc., Ch. 11, No. 01-04214, 2003 WL 1943322 (Bankr. N.D. Iowa Apr. 22, 2003) (compromise of litigation approved)

Slipped Disc, Inc. v. CD Warehouse, Inc. (In re Slipped Disc, Inc.), Ch. 11, No. 98-02914-C, Adv. 99-9212-C, 245 B.R. 342 (Bankr. N.D. Iowa Feb. 14, 2000) (arbitration ordered according to contract)

In re Tompkins, Ch. 7, No. 95-12505KC (Bankr. N.D. Iowa March 6, 1996) (Rule 2004 production of documents)

In re Commercial Millwright Service Corp., Ch. 11, No. 95-60007KW (Bankr. N.D. Iowa Sept. 18, 1995) (notice and due process rights under § 364)

In re Boyce, Ch. 7, No. 95-20057KD (Bankr. N.D. Iowa June 16, 1995) (value of secured claim for redemption)

In re Connolly Bros. Masonry, Inc., Ch. 7, No. L92-00555W (Bankr. N.D. Iowa May 25, 1994) (approval of compromise and settlement)

In re Larken Hotel Limited Partnership, Ch. 11, No. 94-10388KC (Bankr. N.D. Iowa April 28, 1994) (retroactive approval denied for postpetition payment of prepetition payroll obligations)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa May 26, 1993) (cross-collateralization vs. cross-guarantees)

B. Possession, Use, Sale, or Lease of Assets, 3061-3100

Holsinger v. Hanrahan et al (In re Miell), Ch. 7, No. 09-01500, Adv. 10-09043, 2010 WL 2743016 (Bankr. N.D. Iowa July 9, 2010) (finding junior lienors had no interest in real estate after sale free of liens), aff'd, No. 10-6060 (B.A.P. 8th Cir. Dec. 9, 2010)

In re Miell, No. 09-01500, 2010 WL 1258196 (Bankr. N.D. Iowa March 29, 2010) (determining amount of vendor's lien and approving sale of real estate with lien attaching to proceeds), aff'd, No. 10-6019 (B.A.P. 8th Cir. Dec. 30, 2010)

In re Miell, No. 09-01500, 2010 WL 889886 (Bankr. N.D. Iowa March 10, 2010) (approving sale of portfolio of real property)

In re Tekippe, No. 08-01216, 2009 WL 73782 (Bankr. N.D. Iowa Jan. 5, 2009) (denying Debtors' objection to auction of a cause of action), appeal dismissed, No. 09-6002 (B.A.P. 8th Cir. Feb. 11, 2009)

In re Houston, No. 07-01798, 2008 WL 5215190 (Bankr. N.D. Iowa Nov. 18, 2008) (order approving settlement and compromise will not be set aside)

Eide v. Haas (In re H & W Motor Exp. Co.), Ch. 7, No. 02-02017, Adv. 04-9106, 358 B.R. 380 (Bankr. N.D. Iowa Dec. 27, 2006) (trustee not entitled to turnover of stock)

In re CRI Inc., Ch. 7, No. 04-01349, 2006 WL 2999988 (Bankr. N.D. Iowa Sept. 13, 2006) (approving proposed sale of assets)

In re Kjeld, Ch. 7, No. 04-04303, 2005 WL 2850412 (Bankr. N.D. Iowa Oct. 26, 2005) (proposed sale of legal action not approved)

In re Kloubec, Ch. 12, No. 99-02325-C, 2000 WL 150837 (Bankr. N.D. Iowa Jan. 11, 2000) (adequate protection of cash collateral)

In re 4810 Building Corp., Ch. 11, No. 99-02444-C and In Re Mary Carroll, Ch. 11, No. 99-02445-C (Bankr. N.D. Iowa Nov. 3, 1999) (sale of real estate prior to confirmation of Chapter 11 plan denied)

In re Strayer Seed Farms, Inc., Ch. 11, No. 95-62081KW (Bankr. N.D. Iowa Jan. 19, 1996) (adequate protection for use of cash collateral)

Eide v. Trolard (In re Good), Ch. 7, No. L89-01577W, Adv. L90-0187W (Bankr. N.D. Iowa Nov. 28, 1994) (prejudgment interest)

Eide v. Trolard (In re Good), Ch. 7, No. L89-01577W, Adv. L90-01987W (Bankr. N.D. Iowa Sept. 21, 1994) (proceeds from sale of rifles subject to § 542 turnover)

In re Larken/LICO Properties, Ch. 11, No. 94-10539KC (Bankr. N.D. Iowa Aug. 2, 1994) (adequate protection and hotel revenues)

Dunbar v. City of Cedar Rapids (In re Cedar Rapids Meats, Inc.), Ch. 7, No. L-90-00445C, Adv. 93-1047LC (Bankr. N.D. Iowa Oct. 4, 1993) (distribution of proceeds of sale under § 724(b))

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa June 10, 1993) (adequate protection of cash collateral)

C. Debtor's Contracts and Leases, 3101-3130

In re Wait, No. 08-01390, 2008 WL 5427634 (Bankr. N.D. Iowa Dec. 30, 2008) (a mortgage is not an executory contract; Iowa homestead statute limits Debtor to one-half acre)

In re Gilbertson Restaurants LLC, Ch. 11, No. 04-00385, 2004 WL 1724880 (Bankr. N.D. Iowa May 25, 2004) (production contract is executory contract)

In re Shalom Hospitality, Inc., Ch. 11, No. 02-00276, 2002 WL 1001000 (Bankr. N.D. Iowa May 9, 2002) (deadline set to assume or reject contract)

In re Tama Beef Packing, Inc., Ch. 7, No. 01-03822, 277 B.R. 407 (Bankr. N.D. Iowa Apr. 19, 2002) (trustee assumes lease and assigns it to one of two competing bidders)

In re Tama Beef Packing, Inc., Ch. 7, No. 01-03822-C (Bankr. N.D. Iowa Mar. 12, 2002) (time to assume or reject lease extended with conditions)

In re Tama Beef Packing, Inc., Ch. 7, No. 01-03822-C (Bankr. N.D. Iowa Feb. 22, 2002) (time to assume or reject lease extended)

In re Midwest Communications, Inc., Ch. 11, No. 98-03559-D (Bankr. N.D. Iowa Jan. 28, 1999) (adequate assurance for assumption of contract)

Horkheimer v. Beier (In re Beier), Ch. 13, No. 95-60437KW, Adv. 95-6188KW (Bankr. N.D. Iowa April 11, 1996) (interest in property under real estate contract)

In re United States Hockey League, Ch. 11, No. 95-60891KW (Bankr. N.D. Iowa Sept. 14, 1995) (rejection of franchise agreement as executory contract)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa Aug. 16, 1994) (cure of executory contract or adequate assurance of prompt cure)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa April 4, 1994) (real estate contract in Iowa is executory contract)

D. Abandonment, 3131-3150

In re Stetler, Ch. 7, No. 08-00406, 2008 WL 2746878 (Bankr. N.D. Iowa July 11, 2008) (Trustee is allowed additional time to try to market non-exempt 0.08-acre portion of homestead real estate)

Wedemeier v. Fokkena (In re Wedemeier), Ch. 7, No. 98-01705-W, Adv. 99-9108-W (Bankr. N.D. Iowa July 28, 2000) (no tax liability where Trustee abandoned crops prior to sale)

E. Compensation of Officers and Others, 3151-3250

In re Dyaljee, No. 09-02033, 2013 WL 2154384 (Bankr. N.D. Iowa May 17, 2013) (additional attorney fees not approved)

In re Kolberg, No. 12-01857, 2013 WL 878770 (Bankr. N.D. Iowa March 8, 2013) (ordering petition preparer to refund fee paid by Debtors)

In re A'Hearn, No. 11-00615, 2012 WL 1378467 (Bankr. N.D. Iowa April 19, 2012) (fees paid to counsel for Debtors from non-exempt property of the estate ordered disgorged)

In re Duffy, Ch. 13, No. 07-01665, 2011 WL 2909396 (Bankr. N.D. Iowa July 18, 2011) (additional compensation for counsel for Chapter 13 debtors denied)

In re Jacobs, Ch. 13, No. 09-00457, 2011 WL 2909424 (Bankr. N.D. Iowa July 18, 2011) (additional compensation for counsel for Chapter 13 debtors granted in part)

In re Agriprocessors, Inc., No. 08-02751, 2009 WL 4823808 (Bankr. N.D. Iowa Dec. 8, 2010) (denying, in part, fees requested by counsel for Unsecured Creditors Committee)

In re Simons, Ch. 7, No. 09-01428, 2009WL 3055280 (Bankr. N.D. Iowa Sep. 21, 2009) (ordering return of compensation paid to bankruptcy petition preparer)

In re Agriprocessors, Inc., Ch. 11, No. 08-02751, 2009 WL 2578950 (Bankr. N.D. Iowa Aug. 19, 2009) (considering fees and expenses requested by Trustee's financial and business operational advisors)

In re Miell, Ch. 11, No. 09-01500 (Bankr. N.D. Iowa July 27, 2009) (denying motion to approve employment of various attorneys for Debtor), aff'd, 2009 WL 2590515 (N.D. Iowa Aug. 19, 2009)

In re Duffy, Ch. 13, No. 07-01665, 2009 WL 909256 (Bankr. N.D. Iowa March 30, 2009) (granting attorney's request for compensation in part)

In re H & W Express Co., No. 02-02017, 2008 WL 5244924 (Bankr. N.D. Iowa Nov. 18, 2008) (no cause exists to order disgorgement of fees)

In re Blanchard, Ch. 7, No. 08-00034, 2008 WL 1782367 (Bankr. N.D. Iowa April 14, 2008) (sanctions imposed against attorney for Debtors)

In re Gannon Center for Community Mental Health, Ch. 7, No. 06-01545, 2008 WL 276548 (Bankr. N.D. Iowa Jan. 29, 2008) (party with no claim against the estate has no standing to challenge allowance of fees)

Shodeen v. Petit (In re Burghoff), Ch. 7, No. 05-10947, Adv. 06-30153, 374 B.R. 681 (Bankr. S.D. Iowa Aug. 21, 2007) (imposing sanctions for plagiarism by attorney)

In re Jones, Ch. 13, No. 07-00060, 2007 WL 1976024 (Bankr N.D. Iowa July 5, 2007) (reimbursement of filing fee paid by Ch. 13 debtor's attorney)

In re Krenz, Ch. 13, No. 05-07287, 2007 WL 1891848 (Bankr. N.D. Iowa June 29, 2007) (fees allowed for Ch. 13 debtor's attorney)

In re Davis, Ch. 13, No. 06-01623, 2007 WL 1891869 (Bankr. N.D. Iowa June 29, 2007) (reduced fees allowed for Ch. 13 debtor's attorney)

In re Cookinham, Ch. 13, No. 06-01033, 2007 WL 983144 (Bankr. N.D. Iowa March 29, 2007) (denying additional fees for debtors' attorney)

In re Roling, Ch. 7, No. 04-03823, 2007 WL 495309 (Bankr. N.D. Iowa Feb. 12, 2007) (professional corporations may properly practice law through its licensed shareholders)

Shodeen v. Petit (In re Burghoff), Ch. 7, No. 05-10947, Adv. 06-30153, 2006 WL 4013729 (Bankr. S.D. Iowa Dec. 11, 2006) (denying motion to remove counsel for Trustee)

In re Krenz, Ch. 13, No. 05-07287, 2006 WL 3354996 (Bankr. N.D. Iowa Nov. 2, 2006) (approving payment of portion of attorney fees through Chapter 13 plan)

In re Sherrets, Ch. 13, No. 05-07276, 2006 WL 1806351 (Bankr. N.D. Iowa June 27, 2006) (denying additional compensation requested by Ch. 13 debtors' attorney)

In re Ashby, Ch. 7, No. 05-05779, 2006 WL 1582407 (Bankr. N.D. Iowa May 31, 2006) (reducing contingent fee for Trustee's attorney)

In re McAllister, Ch. 13, No. 04-02249, 2005 WL 2205830 (Bankr. N.D. Iowa Sep. 6, 2005) (approving part of fees requested by debtors' former Chapter 13 attorney)

In re Delgado, et al, Ch. 7, No. 04-03283 et al, 2005 WL 1378760 (Bankr. N.D. Iowa June 8, 2005) (dismissing late-filed appeal)

In re Gingerich, Ch. 11, No. 03-04663, 2005 WL 831807 (Bankr. N.D. Iowa April 8, 2005) (approving fees of debtors' former Chapter 11 attorney)

In re Delgado et al, Ch. 7, No. 04-03283 et al, 2005 WL 758809 (Bankr. N.D. Iowa April 1, 2005) (considering propriety of petition preparer's activity and fees)

In re On-Line Services, Ltd. LLC, Ch. 7, No. 03-04806, 2004 WL 2671669 (Bankr. N.D. Iowa Oct. 28, 2004) (considering propriety of compensation paid to debtor's counsel from retainer), aff'd in part, rev'd in part, remanded, 324 B.R. 342 (B.A.P. 8th Cir. 2005)

In re Jeanes, Ch. 13, No. 01-00760, 2004 WL 1718131 (Bankr. N.D. Iowa July 12, 2004) (attorney had notice fees were subject to disgorgement; motion to reconsider denied)

In re Jeanes, Ch. 13, No. 01-00760, 2004 WL 1718093 (Bankr. N.D. Iowa June 17, 2004) (fee disgorgement ordered for billing discrepancies)

In re Michels, Ch. 12, 13, No. 01-01415, 03-00316, 2004 WL 1718074, Ch. 12, 13, May 10, 2004) (fees allowed in reduced amount; attorney sanctioned for drawing down on retainer without court approval)

In re Gilbertson Restaurants LLC, Ch. 11, No. 04-00385, 2004 WL 1724878 (Bankr. N.D. Iowa May 3, 2004) (adopts “wait and see” approach to potential conflict of interest), appeal dismissed, 315 B.R. 845, (B.A.P. 8th Cir. Oct. 14, 2004)

In re RJ Manufacturing, Inc., Ch. 11, No. 01-04214, 2004 WL 764669 (Bankr. N.D. Iowa Feb. 26, 2004) (compensation reduced for substantial client “handholding” and other causes of delay)

In re Michels, Ch. 12, 13, No. 01-01415, 03-00316 (Bankr. N.D. Iowa Dec. 15, 2003) (court reviews all fees in both cases; draw on retainer improper)

In re Lund, Ch. 13, No. 00-01683 (Bankr. N.D. Iowa Dec. 2, 2003) (reasonableness of fees for Ch. 13 debtor’s attorney)

In re Nilges, Ch. 12, No. 99-00326, 2003 WL 22328237 (Bankr. Sep. 15, 2003) (postconfirmation attorney fees limited)

In re Internet Navigator, Inc., Ch. 11, No. 01-02353 (Bankr. N.D. Iowa Apr. 29, 2002) (debtor’s former attorney to withdraw as attorney for unsecured creditor)

In re Jeanes, Ch. 13, No. 01-00760-W (Bankr. N.D. Iowa Dec. 20, 2001) (fees for debtor’s attorney)

In re Bails, Ch. 13, No. 98-02717-C (Bankr. N.D. Iowa Dec. 12, 2001) (additional attorney fees denied)

In re Kloubec, Ch. 7, No. 99-02325-C, 251 B.R. 861 (Bankr. N.D. Iowa July 18, 2000) (approval of attorney fees after conversion from Chapter 12 to Chapter 7)

In re Blessing Indus., Inc., Ch. 11, No. 00-00140-W (Bankr. N.D. Iowa May 31, 2000) (compensation for debtor’s attorney)

In re Rubber Development, Inc., Ch. 11, No. 98-03432-W (Bankr. N.D. Iowa April 24, 2000) (standards for attorney fees)

In re Kearney Partnership, Ch. 12, No. 99-03131-D (Bankr. N.D. Iowa Dec. 20, 1999) (lowest intermediate balance rule)

In re Cedar Rapids Meats, Inc., Ch. 7, No. L90-00445-C (Bankr. N.D. Iowa June 17, 1999) (trustee compensation), aff’d, N.D. Iowa 12/16/99

In re Digman, In re Meade, Nos. 98-00220-C, 98-00322-C (Bankr. N.D. Iowa Aug. 17, 1998) (Chapter 13 Debtor’s attorney fees)

In re Bear, Ch. 7, No. 97-00586-C (Bankr. N.D. Iowa March 4, 1998) (fees for Chapter 7 debtor's attorney)

In re D.C., Inc., Ch. 11, No. 97-01860-W, 1997 WL 33384401 (Bankr. N.D. Iowa Dec. 19, 1997) (sanctions for late application to hire realtors)

In re Simon, Ch. 12, No. 94-21591KD (Bankr. N.D. Iowa April 23, 1997) (compensation for debtor's counsel)

In re Emerson Mattress, Inc., Ch. 11, No. 95-12358KC (Bankr. N.D. Iowa June 7, 1996) (counsel may not draw down on retainer before approval of fees)

In re Blinks, Ch. 7, No. 95-10100KC (Bankr. N.D. Iowa April 19, 1996) (allowance of claim; fees for Trustee's attorneys)

In re Kelchen, Ch. 7, No. 95-11471KC (Bankr. N.D. Iowa March 29, 1996) (fees for debtors' former attorney)

In re National Cattle Congress, Inc., Ch. 11, No. 93-61986KW (Bankr. N.D. Iowa March 26, 1996) (fees for counsel for Unsecured Creditors' Committee)

In re Strayer Seed Farms, Inc., Ch. 11, No. 95-62081KW (Bankr. N.D. Iowa Jan. 9, 1996) (employment of attorney for Unsecured Creditor's Committee)

In re Nichols, Ch. 13, No. L88-00954W (Bankr. N.D. Iowa June 6, 1995) (Trustee fee on sale proceeds paid to creditor)

In re Moramerica Financial Corp., Ch. 11, No. 93-10268LC (Bankr. N.D. Iowa May 16, 1994) (compensation of attorney for preparation of fee application)

In re Snook, Ch. 13, No. 92-62249LW (Bankr. N.D. Iowa Jan. 11, 1994) (allowance of fees for debtors' attorney)

X. DISCHARGE, 3251-3440

A. In General, 3251-3270

Fokkena v. Stevenson (In re Stevenson), No. 08-01720, Adv. 08-09146, 2009 WL 4330591 (Bankr. N.D. Iowa Nov. 30, 2009) (substituting a creditor as plaintiff in adversary proceeding to deny discharge rather allowing dismissal of complaint)

In re Martinez, Ch. 7, No. 05-07309, 2006 B.R. 681068 (Bankr. N.D. Iowa March 13, 2006) (the Court will not delay closure of a case to await debtor's attempts to attend financial management course)

Nunemaker v. Flickinger (In re Flickinger), Ch. 7, No. 98-02247-C, Adv. 98-9274-C (Bankr. N.D. Iowa Oct. 20, 1999) (exception to and denial of discharge for fraud regarding corporate assets)

Ewing v. Ewing (In re Ewing), Ch. 7, No. 92-11343LC, Adv. 92-1231LC (Bankr. N.D. Iowa May 21, 1993) (support)

B. Dischargeable Debtors, 3271-3340

Du Trac Community Credit Union v. Hefel (In re Hefel), No. 10-02787, Adv. 12-09016, 2013 WL 4010304 (Bankr. N.D. Iowa Aug. 5, 2013), aff'd, No. C 13-1029 EJM (N.D. Iowa Nov. 19, 2013) (revoking discharge for fraud in recklessly or knowingly omitting assets in schedules and testimony)

DuTrac Community Credit Union v. Hefel (In re Hefel), No. 10-02787, Adv. 12-09016, 2013 WL 80152 (Bankr. N.D. Iowa Jan. 7, 2013) (denying summary judgment on claim based on fraudulent intent; allowing amendment of complaint to specifically plead fraud)

Du Trac Comm. Credit Union v. Hefel (In re Hefel), No. 10-02787, Adv. 12-09016, 2012 WL 1853851 (Bankr. N.D. Iowa May 21, 2012) (compromise in Chapter 7 case does not preclude adversary proceeding seeking revocation of discharge)

Du Trac Comm. Credit Union v. Hefel (In re Hefel), No. 10-02787, Adv. 12-09016, 2012 WL 1565233 (Bankr. N.D. Iowa May 1, 2012) (denying motion to quash discovery requests, setting copy costs at \$0.10)

In re Leduc, Ch. 7, No. 10-01641, 2011 WL 3204599 (Bankr. N.D. Iowa July 27, 2011) (8-year bar for discharge in § 727(a)(8) is measured from filing of Ch. 13 petition, regardless of subsequent conversion to Ch. 7)

Lincoln Savings Bank v. Freese (In re Freese), Ch.7, No. 09-02627, Adv. No. 09-09140, 2011 WL 2604750 (Bankr. N.D. Iowa June 30, 2011) (denying discharge for debtor's failure to disclose interests in property), aff'd, No. 11-6055, 460 B.R. 733 (B.A.P. 8th Cir. Dec. 14, 2011)

United States Trustee v. Miell (In re Miell), Ch. 7, No. 09-01500, Adv. 10-09003, 2010 WL 4683933 (Bankr. N.D. Iowa Nov. 10, 2010) (denying discharge for debtor's false oaths and failure to disclose personal property)

Fokkenna v. Chapman (In re Chapman), Ch. 7, No. 07-01485, Adv. 07-09193, 2009 WL 1951721 (Bankr. N.D. Iowa July 6, 2009) (dismissing complaint to deny discharge)

Fokkenna v. Ovel (In re Ovel), No. 06-01150, Adv. 07-09048, 2008 WL 5111340 (Bankr. N.D. Iowa Dec. 3, 2008) (denial of discharge for false oath and concealment of property)

Fokkena v. Blackburn (In re Blackburn), Ch. 7, No. 05-07136, Adv. 06-09069, 385 B.R. 660 (Bankr. N.D. Iowa April 3, 2008) (discharge denied for failure to disclose assets and previous bankruptcy cases), appeal dismissed, No. C08-0057 EJM (N.D. Iowa Sep. 24, 2008)

Fokkena v. Alber (In re Alber), Ch. 7, No. 05-05644, Adv. 06-09077, 361 B.R. 499 (Bankr. N.D. Iowa Feb. 6, 2007) (denial of discharge not warranted)

Fokkena v. Peterson (In re Peterson), Ch. 7, No. 04-01178, Adv. 05-09091, 356 B.R. 468 (Bankr. N.D. Iowa Nov. 14, 2006) (revocation of discharge for false oath)

Fokkena v. Schwickerath (In re Schwickerath), Ch. 7, No. 05-04512, Adv. 06-09066, 2006 WL 3386736 (Bankr. N.D. Iowa Nov. 1, 2006) (denial of discharge for fraud and false oath)

Lohff v. Paxton (In re Paxton), Ch. 7, No. 04-03517, Adv. 04-9221, 2006 WL 1528366 (Bankr. N.D. Iowa May 31, 2006) (plaintiffs failed to prove grounds to deny discharge)

Fokkena v. Hippen (In re Hippen), Ch. 7, No. 04-04116, Adv. 05-9037, 2006 WL 1120411 (Bankr. N.D. Iowa Apr. 17, 2006) (denying discharge for false statements)

Dunkerton Cooperative Elevator v. Bakker (In re Bakker), Ch. 7, No. 04-01036, Adv. 04-9098, 2006 WL 240519 (Bankr. N.D. Iowa Jan. 27, 2006) (plaintiff failed to meet burden for denial of discharge or exception to discharge for fraud and false oaths)

Fokkena v. Juehring (In re Juehring), Ch. 7, No. 04-02966, Adv. 04-9191, 332 B.R. 587 (Bankr. N.D. Iowa Oct. 31, 2005) (discharge denied for debtor-wife, but not for debtor-husband)

U.S. Trustee v. Brewer (In re Brewer), Ch. 7, No. 02-02520, Adv. 03-9204, 2004 WL 1701107 (Bankr. N.D. Iowa May 18, 2004) (discharge not denied)

Schnittjer v. Skillen (In re Skillen), Ch. 7, No. 03-00100, Adv. 03-9118, 2004 WL 764675 (Bankr. N.D. Iowa March 26, 2004) (discharge denied for fraudulent postpetition transfer of property)

U.S. Trustee v. LeBahn (In re LeBahn), Ch. 7, No. 02-03829, Adv. 03-9062, 2004 WL 726915 (Bankr. N.D. Iowa March 2, 2004) (discharge revoked for sale and failure to disclose interest in race car)

U.S. Trustee v. Cooper (In re Cooper), Ch. 7, No. 03-00235, Adv. 03-9166, 302 B.R. 633 (Bankr. N.D. Iowa Nov. 21, 2003) (discharge complaint timely filed)

Orr v. Derouin (In re Derouin), Ch. 7, No. 01-03189, Adv. 02-9006, 2002 WL 511504 (Bankr. N.D. Iowa Mar. 28, 2002) (untimely complaint opposing discharge and dischargeability dismissed)

Molstad v. Brunken (In re Brunken), Ch. 7, No. 00-00235-S, Adv. No. 00-9077-S (Bankr. N.D. Iowa Dec. 5, 2000) (denial of discharge for transfers and inaccurate representations)

Stuart v. Bohnenkamp (In re Bohnenkamp), Ch. 7, No. 00-00101-C, Adv. 00-9068-C (Bankr. N.D. Iowa Sept. 7, 2000) (discharge denied for debtor's inaccurate schedules)

Fokkena v. Tripp (In re Tripp), Ch. 7, No. 97-03430-W, Adv. 98-9027-W, 224 B.R. 95 (Bankr. N.D. Iowa Aug. 3, 1998) (discharge denied for failure to disclose marijuana)

Schetter v. Fischer (In re Fischer), Ch. 7, No. 96-61088-W, Adv. 96-5137-W (Bankr. N.D. Iowa June 27, 1997) (proof of intent to hinder required in fraudulent transfer claim)

In re Krapfl, Ch. 7, No. 94-11535KC (Bankr. N.D. Iowa Aug. 4, 1995) (reopening case to examine debtor re fraud)

In re Waldrop, Ch. 13, No. L88-10797C (Bankr. N.D. Iowa May 24, 1994) (debtors' request to revoke Chapter 13 discharge)

Tama-Benton Coop v. Hennings (In re Hennings), Ch. 11, No. 92-11755LC, Adv. 92-1269LC (Bankr. N.D. Iowa Feb. 8, 1994) (denial of motion to amend judgment; § 727(a) (2) (A) action requires direct proprietary interest in the property transferred)

Firstar Bank v. Ovel (In re Ovel), Ch. 7, No. L-90-01183C, Adv. L-90-0199C (Bankr. N.D. Iowa Dec. 29, 1993) (overstated inventory and failure to explain loss of inventory), aff'd, N.D. Iowa 5/12/95

Tama-Benton Coop v. Hennings (In re Hennings), Ch. 11, No. 92-11755LC, Adv. 92-1259LC (Bankr. N.D. Iowa Dec. 22, 1993) (explanation of loss or concealment of third-party's property)

Dolezal v. Thomas (In re Thomas), Ch. 7, No. L-92-00524C, Adv. L-92-0115C (Bankr. N.D. Iowa Sept. 22, 1993) (objection to discharge denied, creditor to pay debtor's attorney fees), aff'd, N.D. Iowa 2/15/94

Agristor Leasing v. Dinsdale (In re Dinsdale), Ch. 7, No. L-92-00669C, Adv. 92-1131LC, 1993 WL 1112064 (Bankr. N.D. Iowa Sep. 19, 1993) (denial of discharge based on fraudulent transfer), aff'd, 1995 WL 1312673 (N.D. Iowa Apr. 6, 1995)

C. Debts and Liabilities Discharged, 3341-3410

Alliant Credit Union v. Hansen (In re Hansen), No. 12-01989, Adv. 12-09135, 213 WL 1707683 (Bankr. N.D. Iowa April 17, 2013) (excepting debt from discharge for third party's losses arising from Debtor's embezzlement from his employer)

In re Scharpf, 09-00246, 2012 WL 589649 (Bankr. N.D. Iowa Feb. 22, 2012) (dischargeability of debt cannot be relitigated in bankruptcy court after Iowa District Court found the debt was not discharged)

Dudley v. Cornwell (In re Cornwell), Ch. 7, No. 11-01184, Adv. 10-09057 (Bankr. N.D. Iowa Aug. 19, 2011) (summary judgment is appropriate on § 523(a)(6) claim where small claims court granted punitive damages)

Scharnhorst v. Advanced Custom Builders, LLC et al (In re Advanced Custom Builders, LLC; In re Noack), Ch. 7, No. 09-02864, 10-00124, Adv. No. 10-09081, 10-09082, 2011 WL 3608004 (Bankr. N.D. Iowa 2011) (damages for breach of construction contract granted against LLC; portion of debt is excepted from individual debtor's discharge for fraud)

Van Daele Bros., Inc. v. Thoms (In re Thoms), Ch. 7, No. 09-03683, Adv. No. 10-09033, 2011 WL 2413221 (Bankr. N.D. Iowa June 8, 2011) (debt from loss of cattle under sale and lease-back agreement not excepted from discharge for willful and malicious injury), aff'd, No. 11-6043, 460 B.R. 749 (B.A.P. 8th Cir. Dec. 22, 2011), aff'd No. 12-1161, 505 Fed.Appx. 603, 2013 WL 410033 (8th Cir. Feb. 04, 2013)

Russell v. Russell (In re Russell), Ch. 7, No. 10-02091, Adv. 10-09112, 2011 WL 1356709 (Bankr. N.D. Iowa April 08, 2011) (excepting debt from Michigan divorce from discharge)

Citizens State Bank v. Ruebel (In re Ruebel), No. 09-01830, Adv. 09-09137, 423 B.R. 534 (Bankr. N.D. Iowa Feb. 17, 2010) (requiring Plaintiff to amend complaint to include circumstances of fraud with particularity)

First National Bank v. Burrell (In re Burrell), Ch. 7, No. 08-02771, Adv. 09-09064 (Bankr. N.D. Iowa Oct. 1, 2009)

Tinder v. Educational Credit Management Corp. (In re Tinder), Ch. 7, No. 05-01190, Adv. 06-09106, 2009 WL 1035255 (Bankr. N.D. Iowa April 14, 2009) (denying request for undue hardship discharge of student loan debt)

Locksperts, Inc. v. Heath (In re Heath), Ch. 7, No. 08-01919, Adv. 08-09160, 2009 WL 1065301 (Bankr. N.D. Iowa April 13, 2009) (granting partial summary judgment excepting debt, arising from theft, from discharge)

Mitchell v. Bigelow (In re Mitchell), Ch. 7, No. 05-05637, Adv. 07-09160, 403 B.R. 795 (Bankr. N.D. Iowa March 30, 2009) (finding potential claimant, a minor, had notice through notice to his father; Debtor was not aware of potential claim), rev'd, 418 B.R. 282 (B.A.P. 8th Cir. 2009)

Lamb v. Kirk (In re Kirk), Ch. 7, No. 08-00634, Adv. 08-30035, 2009 WL 700192 (Bankr. N.D. Iowa March, 13, 2009) (finding lack of worker's compensation insurance is not willful injury)

Jackson v. Bryant (In re Bryant), Ch. 7, No. 05-01016, Adv. 08-09023, 2009 WL 290478 (Bankr. N.D. Iowa Feb. 3, 2009) (discharge of dissolution debt under pre-BAPCPA law)

Frances E. Bain Estate v. Hammen (In re Hammen), Ch. 7, No. 07-03523, Adv. 07-30156, 399 B.R. 867 (Bankr. N.D. Iowa Jan. 23, 2009) (Plaintiff's claims for years of trespass from Debtor's

pond construction are included in the discharge, except for a claim of continuing trespass arising from debris remaining on Plaintiff's land postpetition; judgment is entered for \$2,100)

Farmers Savings Bank v. Kucera (In re Kucera), No. 08-01612, Adv. 08-09136, 2009 WL 150860 (Bankr. N.D. Iowa Jan. 16, 2009) (weekend deadline to file complaints is extended by Rule to the following business day)

Chase Bank USA, N.A. v. Swanson (In re Swanson), No. 07-03617, Adv. 08-30016, 398 B.R. 328 (Bankr. S.D. Iowa Nov. 13, 2008) (dischargeability of credit card debt)

Stastny v. Sedivec (In re Sedivec), No. 08-00153, Adv. 08-09048, 396 B.R. 31 (Bankr. N.D. Iowa Oct. 22, 2008) (plaintiff failed to prove debtor made a false representation or that she justifiably relied on any promise he made)

United States v. Hampton (In re Hampton), No. 08-00933, Adv. 08-09101, 396 B.R. 28 (Bankr. N.D. Iowa Oct. 16, 2008)

Olsen v. Paulsen (In re Paulsen), Ch. 7, No. 07-04414, Adv. 08-30044, 2008 WL 4442520 (Bankr. S.D. Iowa Oct. 1, 2008) (motion to dismiss denied; plaintiff may amend the complaint to rectify deficiencies)

BankOrion v. Mitchell (In re Mitchell), Ch. 7, No. 07-02379, Adv. 07-30140, 2008 WL 3992240 (Bankr. S.D. Iowa Aug. 21, 2008) (debt is excepted from discharge for willful and malicious injury)

DeBrower v. Pennsylvania Higher Ed. Assistance Agency (In re DeBrower), Ch. 7, No. 06-01241, Adv. 07-09002, 387 B.R. 587 (Bankr. N.D. Iowa May 9, 2008) (student loans are nondischargeable)

In re Wagner, Ch. 7, No. 01, 01490, 2008 WL 1968803 (Bankr. N.D. Iowa May 6, 2008) (omitted claim is included in discharge unless creditor files successful complaint under § 523(a)(2), (4) or (6))

Lee v. Spellings (In re Lee), Ch. 7, No. 01-00456, Adv. 07-09031, 387 B.R. 1 (Bankr. N.D. Iowa April 16, 2008) (student loan debt is nondischargeable)

Chao v. Gott (In re Gott), Ch. 7, No. 06-01453, Adv. 06-30223, 387 B.R. 17 (Bankr. S.D. Iowa April 14, 2008) (debt excepted from discharge for defalcation as a fiduciary of employee withholdings)

Tyer v. SLM Corp. (In re Tyer), Ch. 7, No. 06-01507, Adv. 07-09052, 384 B.R. 230 (Bankr. N.D. Iowa Mar. 24, 2008) (student loan debt is nondischargeable)

Johnston v. Fifth Third Bankcorp. (In re Johnston), Ch. 7, No. 05-05136, Adv. 06-09110, 2008 WL 687002 (Bankr. N.D. Iowa Mar. 11, 2008) (student loan debt discharged for undue hardship)

Gitsch v. Iowa Student Loan Liquidity Corp. (In re Gitsch), Ch. 7, No. 07-00124, Adv. 07-09070, 384 B.R. 555 (Bankr. N.D. Iowa Feb. 25, 2008) (student loan debt is nondischargeable)

Bank of America v. Cramer (In re Cramer), Ch. 7, No. 07-01317, Adv. 07-09155, 2008 WL 564627 (Bankr. N.D. Iowa Feb. 25, 2008) (Bank not entitled to summary judgment excepting Debtor's cash advance from discharge)

Tinder v. U.S. Dep't of Education (In re Tinder), Ch. 7, No. 05-01190, Adv. 06-09106, 2007 WL 2532869 (Bankr. N.D. Iowa Aug. 31, 2007) (student loan creditor not entitled to summary judgment on complaint to except debt from discharge for undue hardship)

Valley Bank v. Quagliano (In re Quagliano), Ch. 7, No. 05-10523, Adv. 06-30103, 2007 WL 2772997 (Bankr. S.D. Iowa Sep. 20, 2007) (denying exception from discharge for fraud)

Fokkena v. Smith (In re Smith), Ch. 7, No. 05-05398, Adv. 06-09071, 373 B.R. 895 (Bankr. N.D. Iowa June 12, 2007) (exception from discharge for concealment of property and false oath)

Cain v. Burghoff (In re Burghoff), Ch. 7, No. 05-10947, Adv. 05-30210, 374 B.R. 672 (Bankr. S.D. Iowa May 21, 2007) (exception from discharge for fraud and willful injury)

Benson v. Dunbar (In re Dunbar), Ch. 7, No. 06-00074, Adv. 06-9079, 2007 WL 1087451 (Bankr. N.D. Iowa April 5, 2007) (willful injury exception from discharge)

Deemer v. Deemer (In re Deemer), Ch. 7, No. 06-00942, Adv. 06-09169, 360 B.R. 278 (Bankr. N.D. Iowa Jan. 24, 2007) (dismissal of complaint to determine dischargeability of dissolution debt)

Ahlf v. Ahlf (In re Ahlf), Ch. 7, No. 05-08966, Adv. 05-30239, 354 B.R. 884 (Bankr. S.D. Iowa Nov. 16, 2006) (dischargeability of dissolution debt)

Brokaw v. McSorley (In re McSorley), Ch. 7, No. 05-05911, Adv. 05-30213, 2006 WL 3000109 (Bankr. S.D. Iowa Oct. 18, 2006) (§ 523(a)(6) applies to injuries received during basketball game)

In re Donohue, Ch. 7, No. 05-01561, 2006 WL 3000100 (Bankr. N.D. Iowa Oct. 16, 2006) (Linn County's claim for jail room and board fees excepted from discharge)

RMJ Leasing Inc. v. Laughlin (In re Laughlin), Ch. 7, No. 05-05417, Adv. 05-30186, 2006 WL 3000107 (Bankr. S.D. Iowa Oct. 13, 2006) (money obtained under a factoring agreement not excepted from discharge for fraud)

Hardin v. Hardin (In re Hardin), Ch. 7, No. 05-09029, Adv. 06-30037, 2006 WL 2662707 (Bankr. S.D. Iowa Aug. 21, 2006) (dissolution debt excepted from discharge)

Ridgeway v. Ridgeway (In re Ridgeway), Ch. 7, No. 05-04969, Adv. 05-30202, 2006 WL 2662627 (Bankr. S.D. Iowa Aug. 21, 2006) (dissolution debt not excepted from discharge)

Herz v. Steil (In re Steil), Ch. 7, No. 05-02079, Adv. 05-9108, 2006 WL 2662694 (Bankr. N.D. Iowa Aug. 14, 2005) (debt from conversion of business inventory not excepted from discharge)

Schoppe v. Schoppe (In re Schoppe), Ch. 7, No. 05-05820, Adv. 05-30217, 2006 WL 2605603 (Bankr. S.D. Iowa Aug. 2, 2006) (dissolution debt excepted from discharge)

McDonough v. Iowa Dep't of Revenue (In re McDonough), Ch. 7, No. 05-03410, Adv. 05-330230, 346 B.R. 492 (Bankr. S.D. Iowa July 24, 2006) (sales tax liabilities excepted from discharge)

Nelson v. TG Collections (In re Nelson), Ch. 7, No. 05-03134, Adv. 05-30131, 343 B.R. 919 (Bankr. S.D. Iowa June 22, 2006) (student loan debt excepted from discharge for undue hardship)

DeJong v. Verschuure (In re Verschuure), Ch. 7, No. 05-05069, Adv. 05-30160, 2006 WL 1582365 (Bankr. S.D. Iowa May 31, 2006) (dissolution debt excepted from discharge)

Benderson v. Clayton (In re Clayton), Ch. 7, No. 05-06599, Adv. 06-6027, 2006 WL 1542383 (Bankr. N.D. Iowa May 22, 2006) (fraud in rental agreement excepts damages from discharge)

Keller v. Cale (In re Cale), Ch. 7, No. 05-03912, Adv. 05-30156, 2006 WL 897655 (Bankr. S.D. Iowa Mar. 28, 2006) (son's funeral expenses not excepted from discharge under § 523(a)(5))

Chapman v. Fuget (In re Fuget), Ch. 7, No. 05-01764, Adv. 05-30059, 339 B.R. 702 (Bankr. S.D. Iowa Mar. 14, 2006) (fraud debt excepted from discharge)

In re Gomez, Ch. 7, No. 05-04716, 2006 WL 213705 (Bankr. N.D. Iowa Jan. 25, 2006) (there is no deadline for filing complaint to except student loan from discharge)

Gallagher Langlas & Gallagher, P.C. v. Clair (In re Clair), Ch. 7, No. 05-05091, Adv. 05-9156, 2006 WL 213704 (Bankr. N.D. Iowa Jan. 25, 2006) (summary judgment not appropriate regarding whether attorney fee award is support under § 523(a)(5))

Balm v. Sallie Mae Servicing Corp. (In re Balm), Ch. 7, No. 04-00576, Adv. 04-9077, 333 B.R. 443 (Bankr. N.D. Iowa Nov. 14, 2005) (student loan debt excepted from discharge)

Peoples State Bank v. Knowles (In re Knowles), Ch. 7, No. 04-01737, Adv. 04-30156, 337 B.R. 680 (Bankr. S.D. Iowa Oct. 24, 2005) (summary judgment not appropriate regarding misuse of line of credit)

In re Weilein, Ch. 7, No. 04-00667, 328 B.R. 553 (Bankr. N.D. Iowa Aug. 1, 2005) (dischargeability of securities fraud claims under BAPCPA)

Cumberworth v. U.S. Dep't of Education (In re Cumberworth), Ch. 7, No. 02-03946, Adv. 03-9020, 2005 WL 1387981 (Bankr. N.D. Iowa June 8, 2005) (undue hardship discharge of student loan debt), aff'd, 347 B.R. 652 (B.A.P. 8th Cir. 2006)

Dunn v. United States (In re Dunn), Ch. 7, No. 04-01699, Adv. 04-9129, 325 B.R. 807 (Bankr. N.D. Iowa May 31, 2005) (discharge of ROTC loan absolutely barred for five years)

Whitmarsh v. Whitmarsh (In re Whitmarsh), Ch. 7, No. 04-02716, Adv. 04-9174, 2005 WL 1320146 (Bankr. N.D. Iowa May 31, 2005) (dissolution debts not excepted from discharge as support)

Heeren v. Heeren (In re Heeren), Ch. 7, No. 04-04127, Adv. 05-9040, 2005 WL 1200995 (Bankr. N.D. Iowa May 16, 2005) (dischargeability complaint dismissed as not timely filed)

Savoy v. Balm (In re Balm), Ch. 7, No. 04-00055, Adv. 04-9060, 2005 WL 1126844 (Bankr. N.D. Iowa May 10, 2005) (dissolution property debt excepted from discharge)

Wallander v. Wallander (In re Wallander), Ch. 7, No. 04-01064, Adv. 04-9112, 324 B.R. 746 (Bankr. N.D. Iowa May 5, 2005) (dissolution property debt excepted from discharge)

Land O'Lakes Farmland Feed LLC v. Gehl (In re Gehl), Ch. 7, No. 04-00102, Adv. 04-9063, 325 B.R. 269 (Bankr. N.D. Iowa April 11, 2005) (failure to pay for shipments of pigs not excepted from discharge for fraud or willful injury), appeal dismissed

Schulstadt v. U.S. Dep't of Education (In re Schulstadt), Ch. 7, No. 04-2128, Adv. 04-9082, 322 B.R. 863 (Bankr. N.D. Iowa April 6, 2005) (student loan not discharged for undue hardship)

Dunkerton Cooperative Elevator v. Bakker (In re Bakker), Ch. 7, No. 04-01036, Adv. 04-9098, 2005 WL 579702 (Bankr. N.D. Iowa Feb. 7, 2005) (service of complaint sufficient)

Stone v. Wade (In re Wade), Ch. 7, No. 03-01568, Adv. 03-9163, 2004 WL 3019461 (Bankr. N.D. Iowa Dec. 29, 2004) (debt from faulty construction work not excepted from discharge)

In re Weilein, Ch. 7, No. 04-00667, 319 B.R. 175 (Bankr. N.D. Iowa Dec. 29, 2004) (securities fraud claim not excepted from discharge under pre-BAPCPA version of § 523(a)(19)), appeal dismissed, No. 05-6002NI (B.A.P. 8th Cir. Mar. 1, 2005), motion to reconsider granted, 328 B.R. 553 (Bankr. N.D. Iowa Aug. 1, 2005) (see above)

Smith v. Wheeler (In re Wheeler), Ch. 7, No. 03-00435, Adv. 03-9157, 317 B.R. 783 (Bankr. N.D. Iowa Nov. 22, 2004) (debt from injury while driving truck for debtors' business not excepted from discharge)

Hootman v. United States (In re Hootman), Ch. 7, No. 01-01088, Adv. 03-9011, 2004 WL 2418315 (Bankr. N.D. Iowa Oct. 25, 2004) (student loan not discharged for undue hardship)

Limkemann v. U.S. Dep't of Education (In re Limkemann), Ch. 7, No. 02-03338, Adv. 02-9180, 314 B.R. 190 (Bankr. N.D. Iowa Aug. 9, 2004) (undue hardship discharge of student loan; participation in ICRP not essential)

Savoy v. Balm (In re Balm), Ch. 7, No. 04-00055, Adv. 04-9060, 2004 WL 16377033 (Bankr. N.D. Iowa July 2, 2004) (dismissal of complaint denied; indemnity language in dissolution decree not essential to exception of debt from discharge)

First Nat'l Bank v. Fisher (In re Fisher), Ch. 7, No. 03-00811, Adv. 03-9121, 2004 WL 726909 (Bankr. N.D. Iowa March 1, 2004) (credit card debt discharged), appeal dismissed per stipulation

Kennington v. Johnson (In re Johnson), Ch. 7, No. 02-04336, Adv. 03-9032, 2004 WL 764668 (Bankr. N.D. Iowa Feb. 12, 2004) (dissolution debt discharged)

Brown v. Brown (In re Brown), Ch. 7, No. 01-02347, Adv. 01-9181, 302 B.R. 637 (Bankr. N.D. Iowa Nov. 24, 2003) (dissolution debt excepted from discharged)

Lee v. O'Shaughnessy (In re O'Shaughnessy), Ch. 7, No. 02-02624, Adv. 02-9159, 2003 WL 22339206 (Bankr. N.D. Iowa Oct. 7, 2003) (nonsupport dissolution debt nondischargeable)

Groth Services v. McDowell (In re McDowell), Ch. 7, No. 03-00717, Adv. 03-9123, 2003 WL 22076527 (Bankr. N.D. Iowa Aug. 20, 2003) (debt from prepetition installations discharged)

Mulherin v. Sallie Mae Serv. Corp. (In re Mulherin), Ch. 7, No. 02-00463, Adv. 02-9069, 297 B.R. 559 (Bankr. N.D. Iowa June 27, 2003) (student loan nondischargeable)

In re Harbaugh, Ch. 7, No. 02-04484, 2003 WL 21057065 (Bankr. N.D. Iowa May 8, 2003) (late-filed dischargeability complaint dismissed), aff'd, 301 B.R. 317 (B.A.P. 8th Cir. 2003)

Brewer v. Bartmess (In re Bartmess), Ch. 7, No. 02-02265, Adv. 02-9132, 2003 WL 1943330 (Bankr. N.D. Iowa Apr. 23, 2003) (dissolution credit card nondischargeable)

Sturtz v. Sturtz (In re Sturtz), Ch. 7, No. 02-02057, Adv. 02-9099, 2003 WL 1943325 (Bankr. N.D. Iowa Apr. 22, 2003) (support and nonsupport dissolution debts excepted from discharge)

Hamdorf v. Gritton (In re Gritton), Ch. 7, No. 02-03266, Adv. 02-9152, 2003 WL 1395566 (Bankr. N.D. Iowa Mar. 13, 2003) (debt from fraud excepted from discharge)

In re Heister, Ch. 7, No. 01-03094, Adv. 01-9244, 290 B.R. 665 (Bankr. N.D. Iowa Feb. 27, 2003) (debt from sales of tractors discharged)

Mesenbrink v. Eiklenborg (In re Eiklenborg), Ch. 7, No. 01-02297, Adv. 01-9213, 286 B.R. 718 (Bankr. N.D. Iowa Nov. 25, 2002) (support and nonsupport dissolution debts excepted from discharge)

Citibank South Dakota v. Meseck (In re Meseck), Ch. 7, No. 01-00847, Adv. 01-9139, 284 B.R. 901 (Bankr. N.D. Iowa Oct. 7, 2002) (credit card debt excepted from discharge)

Zio Johnos Inc. v. Ziadeh (In re Ziadeh), Ch. 7, No. 01-01059, Adv. 01-9185, 284 B.R. 893 (Bankr. N.D. Iowa Sep. 18, 2002) (damages arising from remodeling contract excepted from discharge)

Yang v. Qin (In re Qin), No. 00-02997, Adv. 01-9042, 285 B.R. 292 (Bankr. N.D. Iowa Sep. 6, 2003) (no express trust proved)

Fairfax State Savings Bank v. McCleary (In re McCleary), Ch. 7, No. 01-02003, Adv. 01-9178, 284 B.R. 876 (Bankr. N.D. Iowa Aug. 28, 2002) (no fraud in debtor's financial statements)

Cavin-Elmore v. Elmore (In re Elmore), Ch. 7, No. 01-03782, Adv. 02-9019, 2002 WL 1842457 (Bankr. N.D. Iowa July 28, 2002) (discharge of support debt)

Schmitz v. Kruger (In re Kruger), Ch. 7, No. 01-01666, Adv. 01-9268, 2002 WL 1483870 (Bankr. N.D. Iowa July 9, 2002) (fraud from misrepresentations regarding clear title to real estate)

Zio Johnos, Inc. v. Ziadeh (In re Ziadeh), Ch. 7, No. 01-01059, Adv. 01-9185, 276 B.R. 614 (Bankr. N.D. Iowa Mar. 26, 2002) (state court summary judgment not preclusive)

Whitlach v. Allgor (In re Allgor), Ch. 7, No. 01-01484, Adv. 01-9146, 276 B.R. 221 (Bankr. N.D. Iowa Mar. 22, 2002) (nonsupport debt excepted from discharge)

Maynard Savings Bank v. Banke (In re Banke), Ch. 7, No. 01-01281, Adv. 01-9157, 275 B.R. 317 (Bankr. N.D. Iowa Mar. 11, 2002) (debt excepted from discharge for wife's fraud; lien does not attach to husband's boat)

Ashby v. Emerson (In re Emerson), Ch. 7, No. 01-00446-C, Adv. 01-9151-C, 2001 WL 1636439 (Bankr. N.D. Iowa Dec. 14, 2001) (summary judgment not appropriate on dueling affidavits)

John Deere Comm. Credit Union v. Feddersen (In re Feddersen), Ch. 7, No. 00-03300-C, Adv. 01-9044-C, 270 B.R. 733 (Bankr. N.D. Iowa Dec. 11, 2001) (discharge of credit card debt used for business)

Wilson v. Educational Credit Management Corp. (In re Wilson), Ch. 7, No. 99-02097-W, Adv. 00-9164-W, 270 B.R. 290 (Bankr. N.D. Iowa Dec. 4, 2001) (debtor failed to prove undue hardship for discharge of student loans)

Durns v. Dawson (In re Dawson), Ch. 7, No. 00-01534-W, Adv. 00-9121-W, 270 B.R. 729 (Bankr. N.D. Iowa Nov. 14, 2001) (exception from discharge based on debtor's misrepresentations)

Thies v. Iowa Dep't of Revenue & Finance (In re Theis), Ch. 7, No. 99-01885-C, Adv. 00-9230-C, 269 B.R. 212 (Bankr. N.D. Iowa Nov. 5, 2001) (tax nondischargeable as debtor failed to self-report income)

Intra America Seed Serv., Inc. v. Engelby (In re Engelby), Ch. 7, No. 99-01581-C, Adv. 99-9144-C (Bankr. N.D. Iowa Oct. 22, 2001) (PACA does not apply or raise fiduciary responsibilities; debtor did not misrepresent business finances)

El Khabbaz v. Sallie Mae Servicing (In re El Khabbaz), Ch. 7, No. 95-22466-D, Adv. 00-9197-D, 264 B.R. 204 (Bankr. N.D. Iowa June 26, 2001) (student loan debts discharged by plan stating they were more than seven years old)

Durns v. Dawson (In re Dawson), Ch. 7, No. 00-01534-W, Adv. 00-9121-W, 264 B.R. 13 (Bankr. N.D. Iowa June 20, 2001) (sufficiency of complaint to allege fraud)

Meling v. Department of Education (In re Meling), Ch. 7, No. 99-03008-W, Adv. No. 00-9004-W, 263 B.R. 275 (Bankr. N.D. Iowa Apr. 9, 2001) (student loan debtor proved undue hardship), aff'd, 2002 WL 32107248 (N.D. Iowa Jan 22, 2002)

Becker v. Alcorn (In re Alcorn), Ch. 7, No. 00-01881-C, Adv. 00-9179-C (Bankr. N.D. Iowa Feb. 22, 2001) (claim for damages to rental property not excepted from discharge)

Scholl v. Nebraska Student Loan Program (In re Scholl), Ch. 7, No. 98-03531-C, Adv. No. 99-9190-C, 259 B.R. 345 (Bankr. N.D. Iowa Jan. 31, 2001) (student loan debtor not entitled to undue hardship discharge prior to exhausting administrative remedies)

Madsen v. Meyer, (In re Meyer), Ch. 7, No. 99-00980-W, Adv. 99-9067-W (Bankr. N.D. Iowa Dec. 27, 2000) (debt from carpentry contract excepted from discharge)

Neubauer v. Iowa College Student Aid (In re Neubauer), Ch. 7, No. 99-01897-C, Adv. 99-9180-C (Bankr. N.D. Iowa Oct. 18, 2000) (undue hardship discharge of one of two student loans)

Dick Witham Ford v. Holmes (In re Holmes), Ch. 7, No. 99-01961-W, Adv. 99-9184-W (Bankr. N.D. Iowa Oct. 3, 2000) (attorney fees under § 523(d) not warranted)

Walther v. Walther (In re Walther), Ch. 7, No. 99-01768-W, Adv. 99-9172-W (Bankr. N.D. Iowa Sept. 7, 2000) (attorney fee award in dissolution case not in the nature of support)

Modern Marketing v. Vandaver (In re Vandaver), Ch. 7, No. 99-02175-C, Adv. 99-9188-C (Bankr. N.D. Iowa April 11, 2000) (breach of contract to repair and resell wrecked vehicle)

Union Bank v. Jerdee (In re Jerdee), Ch. 7, No. 99-00176-C, Adv. 99-9053-C (Bankr. N.D. Iowa April 10, 2000) (no malice shown in conversion of collateral)

Holder v. Green (In re Green), Ch. 7, No. 99-01124-C, Adv. 99-9118-C (Bankr. N.D. Iowa March 14, 2000) (judgment for support plus interest nondischargeable)

Intra America Seed Services, Inc. v. Engelby (In re Engelby), Ch. 7, No. 99-01581-C, Adv. 99-9144-C (Bankr. N.D. Iowa March 14, 2000) (fiduciary duty under PACA not established)

Ellis v. Ellis (In re Ellis), Ch. 7, No. 99-00191-D, Adv. 99-9085-D (Bankr. N.D. Iowa March 14, 2000) (attorney fee award in dissolution nondischargeable as support)

United States v. Mausser (In re Mausser), Ch. 7, No. 98-01548-D, Adv. 98-9184-D (Bankr. N.D. Iowa Feb. 23, 2000) (conversion of collateral corn not targeted at creditor)

Farmers State Savings Bank v. Randall (In re Randall), Ch. 7, No. 98-01474-W, Adv. 98-9149-W (Bankr. N.D. Iowa Feb. 22, 2000) (debt exempted from wife's discharge; husband did not make misrepresentation)

Luedtke v. Hodges (In re Hodges), Ch. 7, No. 99-02049-C, Adv. 99-9159-C, 271 B.R. 347 (Bankr. N.D. Iowa Feb. 16, 2000) (default judgment entered as discovery sanction has collateral estoppel effect)

McDole v. Arensdorf (In re Arensdorf), Ch. 7, No. 99-00003-D, Adv. 99-9038-D, 1999 WL 33456230 (Bankr. N.D. Iowa Dec. 16, 1999) (fraud from oral statements)

Universal Bank, N.A. v. Walker (In re Walker), Ch. 7, No. 98-00905-W, Adv. 98-9117-W (Bankr. N.D. Iowa Dec. 15, 1999) (dischargeability of credit card debt)

Nissen v. Meinders (In re Meinders), Ch. 7, No. 99-01226-C, Adv. 99-9140-C (Bankr. N.D. Iowa Oct. 22, 1999) (late-filed dischargeability complaint dismissed)

Hall v. Hall (In re Hall), Ch. 7, No. 95-60479-W, Adv. 98-9125-W (Bankr. N.D. Iowa Sept. 16, 1999) (dischargeability of dissolution debt)

McDole v. Arensdorf (In re Arensdorf), Ch. 7, No. 99-00003-D, Adv. 99-9038-D (Bankr. N.D. Iowa June 21, 1999) (issue preclusion from default judgment)

Davis v. Schlitter (In re Schlitter), Ch. 7, No. 98-00597-D, Adv. 98-9072-D (Bankr. N.D. Iowa May 14, 1999) (dishonored check; attorney fees)

Universal Bank v. Delaney (In re Delaney), Ch. 7, No. 98-00692-D, Adv. 98-9098-D (Bankr. N.D. Iowa March 31, 1999) (credit card debt excepted from discharge)

Krein v. Hanagan (In re Krein), Ch. 7, No. 97-01060-D, Adv. 98-9084-D, 230 B.R. 379 (Bankr. N.D. Iowa Feb. 23, 1999) (dischargeability of dissolution debt; right to indemnity)

Iowa Oil Co. v. McGraw (In re McGraw), Ch. 7, No. 97-01428-W, Adv. 97-9177-W (Bankr. N.D. Iowa Dec. 3, 1998) (dischargeability of debt from delivery of fuel)

Avco Financial Services v. Langreck (In re Langreck), Ch. 7, No. 97-02444-W, Adv. 97-9229-W (Bankr. N.D. Iowa Sept. 15, 1998) (false financial statement)

Jomo Investments, Inc. v. Glew (In re Glew), Ch. 7, No. 97-01387-C, Adv. 97-9158-C (Bankr. N.D. Iowa Aug. 27, 1998) (fraudulent representations not proved)

Hobson Mould Works, Inc. v. Lease et al (In re Lease et al), Ch. 7, No. 97-03590-W, Adv. 98-9002-W, 98-9003-W, 98-9004-W (Bankr. N.D. Iowa July 21, 1998) (collateral estoppel supports nondischargeability), aff'd, N.D. Iowa Mar. 29, 1999; aff'd, In re Madsen, 195 F.3d 988 (8th Cir. Nov. 2, 1999)

Klein v. State of Iowa (In re Klein), Ch. 7, No. 96-12914-C, Adv. 96-1238-C (Bankr. N.D. Iowa June 15, 1998) (tax debt nondischargeable for deliberate evasion and fraudulent intent)

AT&T Universal Card Services v. Miller (In re Miller), Ch. 7, No. 96-62499-W, Adv. 97-9007-W (Bankr. N.D. Iowa May 12, 1998) (dischargeability of credit card debt)

Vander Werf v. Barker (In re Barker), Ch. 7, No. 97-01813-C, Adv. 97-9176-C (Bankr. N.D. Iowa April 7, 1998) (dischargeability of marital debt)

Whitelock v. Rizzio (In re Rizzio), Ch. 7, No. 97-00914-C, Adv. 97-9115-C (Bankr. N.D. Iowa April 7, 1998) (dischargeability of debt arising from fraudulent representations)

Jomo Investments, Inc. v. Glew (In re Glew), No. 97-01387-C, Adv. 97-9158-C (Bankr. N.D. Iowa Feb. 20, 1998) (material issues of fact exist regarding Debtors' false representations)

Farmers State Bank v. Francke (In re Francke), No. 97-00759-C, Adv. 97-9093-C (Bankr. N.D. Iowa Feb. 17, 1998) (excepted from discharge for false financial statements)

Drexler v. Hayzlett (In re Hayzlett), No. 97-92094-C, Adv. 97-9205-C (Bankr. N.D. Iowa Feb. 10, 1998) (intoxicated driver exception from discharge not applicable to owner of vehicle)

Buffalo Bay Grain v. Schuster (In re Schuster), Ch. 7, No. 96-22380-D, Adv. 97-9004-D (Bankr. N.D. Iowa Jan. 26, 1998) (debt from bad check excepted from discharge as fraud)

Lind-Waldock & Co. v. Anderson (In re Anderson), Ch. 7, No. 97-00895-W, Adv. 97-9144-W (Bankr. N.D. Iowa Aug. 28, 1997) (bad check to pay previous debt not excepted from discharge)

Cochran v. Bender (In re Cochran), Ch. 7, No. 94-61243-W, Adv. 97-9052-W (Bankr. N.D. Iowa Aug. 19, 1997) (former codebtor's claims discharged though not listed in schedules)

Green Tree Financial Corp. v. McClean (In re McClean), Ch. 7, No. 96-12592-C, Adv. 96-1214-C (Bankr. N.D. Iowa Aug. 6, 1997) (no intent to harm proved for willful injury exception to discharge)

Seamans v. Burch (In re Burch), Ch. 7, No. 97-60410-W, Adv. 97-9050-W (Bankr. N.D. July 9, 1997) (restitution debt excepted from discharge, unaffected by Alford Plea)

Bebee v. Crawford (In re Crawford), Ch. 7, No. 96-22585-D, Adv. 96-2222KD (Bankr. N.D. May 23, 1997) (dischargeability of debt from real estate contract)

Demuth v. Feickert (In re Feickert), Ch. 7, No. 96-10007KC, Adv. 96-1020KC (Bankr. N.D. Iowa March 18, 1997) (§ 523(d) attorney fees)

Demuth v. Feickert (In re Feickert), Ch. 7, No. 96-10007KC, Adv. 96-1020KC (Bankr. N.D. Iowa Jan. 10, 1997) (breach of indemnity contract not misrepresentation or defalcation)

Ogren v. United States (In re Ogren), Ch. 7, No. 95-12116KC, Adv. 96-1018KC, 1996 WL 671356 (Bankr. N.D. Iowa Oct. 10, 1996) (dischargeability of student loan for undue hardship)

Sauer v. Conley (In re Conley), Ch. 7, No. 95-62047KW, Adv. 95-6195KW (Bankr. N.D. Iowa July 15, 1996) (fraud and defalcation as fiduciary; new homestead)

Zulaica v. National Credit Serv. Corp. (In re Zulaica), Ch. 7, No. 95-22000KD (Bankr. N.D. Iowa June 24, 1996) (dischargeability of student loans)

Kloft v. Lively (In re Lively), Ch. 7, No. 95-21907KD, Adv. 96-2009KD (Bankr. N.D. Iowa June 7, 1996) (landlord's claim as false representation or willful injury)

AT&T Universal Card Serv. v. Hinde (In re Hinde), Ch. 7, No. 95-60300KW, Adv. 95-6088KW (Bankr. N.D. Iowa April 19, 1996) (dischargeability of credit card debt)

Dutton v. Kondora (In re Kondora), Ch. 7, No. 95-10588KC, Adv. 95-1105KC, 194 B.R. 202 (Bankr. N.D. Iowa April 10, 1996) (defalcation in fiduciary capacity)

FCC National Bank v. Dietz (In re Dietz), Ch. 7, No. 95-21286KD, Adv. 95-2158KD (Bankr. N.D. Iowa March 4, 1996) (summary judgment on dischargeability of luxury goods debt)

First National Bank v. Johnson (In re Johnson), Ch. 7, No. 95-60071KW, Adv. 95-6074KW (Bankr. N.D. Iowa Feb. 12, 1996) (false financial statement; willful and malicious conversion)

Trickey v. Trickey (In re Trickey), Ch. 7, No. 94-10667KC, Adv. 94-1121KC (Bankr. N.D. Iowa Sept. 20, 1995) (dischargeability of dissolution property settlement)

Cumis Insurance Society, Inc. v. Kaufman; Robey v. Kaufman (In re Kaufman), Ch. 7, No. 94-20551KD, Adv. 94-2070KD, 94-2094KD (Bankr. N.D. Iowa Sept. 18, 1995) (check kiting and insufficient funds checks as fraud)

Callahan v. Callahan (In re Callahan), Ch. 7, No. 94-11572KC, Adv. 94-1172KC (Bankr. N.D. Iowa Aug. 29, 1995) (dischargeability of dissolution obligation labeled alimony)

United States v. Rausch (In re Rausch), Ch. 7, No. 94-60633KW, Adv. 94-6098KW (Bankr. N.D. Iowa May 31, 1995) (tire storage as willful and malicious injury)

Pierce v. United States (In re Pierce), Ch. 7, No. 93-61552KW, Adv. 94-6041KW, 184 B.R. 338 (Bankr. N.D. Iowa April 12, 1995) (dischargeability of taxes), appeal dismissed

Cumis Ins. Society v. Kaufman (In re Kaufman), Ch. 7, No. 94-20551KD, Adv. 94-2070KD (Bankr. N.D. Iowa April 6, 1995) (summary judgment denied re fraud in check kiting scheme)

Berger v. Karr (In re Karr), Ch. 7, No. 94-10547KC, Adv. 94-1082KC (Bankr. N.D. Iowa April 4, 1995) (reliance on material misrepresentation)

Waverly Sales Co. v. Wood (In re Wood), Ch. 7, No. 93-60230LW, 93-60364LW, Adv. 93-6080KW, 93-6081KW (Bankr. N.D. Iowa Jan. 13, 1995) (measure of damages for indemnity; joint and several liability)

Waverly Sales Co. v. Wood (In re Wood), Ch. 7, No. 93-60230LW, 93-60364LW, Adv. 93-6080KW, 93-6081KW (Bankr. N.D. Iowa Oct. 5, 1994) (cattle kiting; nondischargeable for misrepresentation and willful injury)

Siefken v. Siefken (In re Siefken), Ch. 7, No. 93-10451LC, Adv. 93-1114KC (Bankr. N.D. Iowa June 14, 1994) (dischargeability of dissolution award of vehicle to custodial spouse)

Sullivan v. Bear (In re Bear), Ch. 7, No. 93-21585KD, Adv. 93-2194KD (Bankr. N.D. Iowa April 19, 1994) (assault as willful and malicious injury; § 523(a)(6))

Gearhart v. Gearhart (In re Gearhart), Ch. 7, No. 93-10494LC, Adv. 93-1083KC (Bankr. N.D. Iowa March 29, 1994) (dischargeability of debt for support)

Trannel v. Pluemer (In re Pluemer), Ch. 7, No. 93-20214LD, Adv. 93-2171LD (Bankr. N.D. Iowa Jan. 11, 1994) (dischargeability of attorney fees arising in action for support)

Maynard Savings Bank v. Ahlhelm (In re Ahlhelm), Ch. 7, No. L92-00617W, Adv. L92-0112W (Bankr. N.D. Iowa Dec. 7, 1993) (false financial statement, embezzlement, conversion)

Dutrac Comm. Credit Union v. Capps (In re Capps), Ch. 7, No. 93-20229KD, Adv. 93-2106KD (Bankr. N.D. Iowa Nov. 24, 1993) (false financial statement)

Ewing v. Ewing (In re Ewing), Ch. 7, No. 92-11343LC, Adv. 92-1231LC (Bankr. N.D. Iowa Nov. 3, 1993) (whether payment owed under dissolution decree constitutes nondischargeable support; conversion of rent check)

Bridenstine v. Bridenstine (In re Bridenstine), Ch. 7, No. L-92-01219C, Adv. 92-1215LC (Bankr. N.D. Iowa Nov. 3, 1993) (failure to list assets and creditors; subrogation to right to claim tax debt nondischargeable where debt arose from dissolution)

First Bank System v. Walderbach (In re Walderbach), Ch. 7, No. L-92-00780C, Adv. 92-1135LC (Bankr. N.D. Iowa Aug. 31, 1993) (dischargeability of credit card debt)

Williams v. Raymon (In re Raymon), Ch. 7, No. 92-11849LC, Adv. 93-1004LC (Bankr. N.D. Iowa Aug. 11, 1993) (willful injury; collateral estoppel)

Mercantile Bank v. Wong (In re Wong), Ch. 7, No. 92-22051LD, Adv. 93-2025LD (Bankr. N.D. Iowa Aug. 9, 1993) (fraudulent transfer)

D. Effect of Discharge, 3411-3440

In re Nichols, Ch. 7, No. 10-01323, 2010 WL 4922438 (Bankr. N.D. Iowa Nov. 29, 2010) (finding it is improper to vacate a discharge to allow the filing of an untimely reaffirmation agreement)

In re Nouchanthavong, No. 09-02181, 2009 WL 4059051 (Bankr. N.D. Iowa Nov. 13, 2009) (denying approval of Reaffirmation Agreement related to unsecured debt from a loan co-signed by Debtor's mother)

In re Tarnowski-Giedrys, Ch. 7, No. 08-02262, 2009 WL 424999 (Bankr. N.D. Iowa Feb. 11, 2009) (rejecting reaffirmation agreement due to undue hardship)

In re Byers, Ch. 7, No. 08-02228, 2009 WL 427339 (Bankr. N.D. Iowa Feb. 11, 2009) (rejecting reaffirmation agreement due to undue hardship)

In re Lang, No. 07-01387, 398 B.R. 1 (Bankr. N.D. Iowa Dec. 10, 2008) (remedies under discharge injunction not determinable until state court decides if creditor has a viable claim)

In re Sickels, No. 07-01569, 2008 WL 4975878 (Bankr. N.D. Iowa Nov. 20, 2008) (allowing rescission of Reaffirmation Agreement for mutual mistake)

In re Vaupel, Ch. 7, No. 06-00124, 2007 WL 2609786 (Bankr. N.D. Iowa Aug. 28, 2007) (denying approval of stipulation regarding reaffirmation and dischargeability)

In re Miller, Ch. 7, No. 07-00581, 2007 WL 2413012 (Bankr. N.D. Iowa Aug. 20, 2007) (denying approval of reaffirmation agreement re 2007 Harley motorcycle)

Wade v. Solon State Bank (In re Wade), Ch. 7, No. 03-01568, Adv. 05-9164, 2006 WL 1989678 (Bankr. N.D. Iowa June 30, 2006) (summary judgment regarding violation of discharge injunction not appropriate)

Foels v. Countrywide Home Loans (In re Foels), Ch. 7, No. 04-04594, Adv. 05-9093, 2006 WL 1985582 (Bankr. N.D. Iowa June 28, 2006) (summary judgment regarding violation of discharge injunction and stay not appropriate)

National City Mortgage Co. v. Wiese (In re Wiese), Ch. 7, No. 04-00217, Adv. 05-9058, 337 B.R. 206 (Bankr. N.D. Iowa Dec. 21, 2005) (because of mutual mistake, reaffirmation agreement not binding regarding the amount of mortgagee's claim)

Smith v. American General Finance Inc. (In re Smith), Ch. 7, No. 00-02375, Adv. 05-9085, 2005 WL 3447645 (Bankr. N.D. Iowa Dec. 12, 2005) (debtor sufficiently pled contempt action and made allegations regarding defendants' attempts to collect debt postdischarge)

Raymon v. IRS (In re Raymon), Ch. 7, No. 92-11849C, Adv. 96-1066KC, (Bankr. N.D. Iowa Dec. 23, 1997) (procedural sanctions for IRS's failure to produce discovery), appeal dismissed, 216 B.R. 626 (B.A.P. 8th Cir. Feb. 19, 1998)

AT&T Universal Card Svcs. v. Stanton (In re Stanton), Ch. 7, No. 94-21843KD, Adv. 95-2031KD (Bankr. N.D. Iowa Jan. 10, 1996) (dischargeability of credit card debt)

Primmer v. United States Bank (In re Primmer), Ch. 7, No. L90-00325C, Adv. L90-0036C (Bankr. N.D. Iowa Nov. 2, 1994) (reopening of case denied; post-discharge reaffirmation agreement)

In re Kienzle, Ch. 7, No. 94-20804KD (Bankr. N.D. Iowa Aug. 29, 1994) (reaffirmation agreements)

XI. LIQUIDATION, DISTRIBUTION, AND CLOSING, 3441-3460

In re Fischer, Ch. 7, No. 96-61088-KW (Bankr. N.D. Iowa Aug. 4, 2000) (daughter allowed to share in distribution from estate)

In re Hansen, Ch. 7, No. 96-11108-C (Bankr. N.D. Iowa Feb. 3, 1999) (motion to reopen; scope of compromise)

In re Cochran, Ch. 7, No. 94-61243KW (Bankr. N.D. Iowa March 24, 1997) (laches bars motion to reopen)

XII. BROKER LIQUIDATION, 3461-3480

XIII. ADJUSTMENT OF DEBTS OF A MUNICIPALITY, 3481-3500

XIV. REORGANIZATION, 3501-3660

A. In General, 3501-3530

In re Kloubec, Ch. 12, No. 99-02325-C, 247 B.R. 246 (Bankr. N.D. Iowa March 14, 2000) (chapter 12 converted to chapter 7 for fraud from disclaimer of inheritance, failure to list assets), aff'd, 268 B.R. 173 (N.D. Iowa Sep. 18, 2001)

B. The Plan, 3531-3590

In re Kwik-Way Products, Inc., No. 08-00362, 2012 WL 6737828 (Bankr. N.D. Iowa Dec. 28, 2012) (awarding sanctions for Bank's failure to release liens as required by confirmed Chapter 11 plan)

In re Gilbertson Restaurants, LLC et al, Ch. 11, No. 04-00385 et al, 2005 WL 783063 (Bankr. N.D. Iowa April 4, 2005) (confirming plan over objections of bad faith, feasibility and improper substantive consolidation), appeal dismissed

In re Internet Navigator, Inc., Ch. 11, No. 02-01388, 289 B.R. 128 (Bankr. N.D. Iowa Jan. 22, 2003) (competing party's plan confirmed)

United States v. Lincoln Savings Bank (In re Commercial Millwright Service Corp.), Ch. 7, No. 96-60007-W, Adv. 96-6068-W, 245 B.R. 585 (Bankr. N.D. Iowa Feb. 23, 1998) (lien priority in postconfirmation, after-acquired property), remanded N.D. Iowa Nov. 24, 1998; ruling after remand 245 B.R. 597 (Bankr. N.D. Iowa Mar. 22, 1999); aff'd, 245 B.R. 603 (N.D. Iowa Feb. 17, 2000))

In re National Cattle Congress, Inc., Ch. 11, No. 93-61986KW (Bankr. N.D. Iowa Jan. 17, 1996) (confirmation requirements; competing plans)

In re Iowa Iron Works, Inc., Ch. 11, No. 94-11378KW (Bankr. N.D. Iowa Dec. 27, 1995) (adequacy of Chapter 11 Disclosure Statement)

In re National Cattle Congress, Ch. 11, No. 93-61986KW (Bankr. N.D. Iowa Dec. 11, 1995) (illegality of Chapter 11 plan; per se antitrust violation)

United States v. Rausch Brothers Partnership (In re Rausch Brothers Partnership), Ch. 11, No. L90-00151W, Adv. 93-6031LW (Bankr. N.D. Iowa June 17, 1994) (liability under personal guarantee in confirmed plan), appeal dismissed

In re Midwest Country Kitchens, Ltd., Ch. 11, No. 93-11231KC (Bankr. N.D. Iowa May 17, 1994) (approval of competing disclosure statements)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa Feb. 24, 1994) (incur secured debt; extend exclusivity period; motion to dismiss)

In re Twin River Farms, Inc.; In re Schellhorn, Ch. 12, No. 87-00425W; No. 87-00424W (Bankr. N.D. Iowa Dec. 1, 1993) (confirmation of Chapter 12 plan as res judicata), aff'd, N.D. Iowa 8/19/94, aff'd, 48 F.3d 1223 (8th Cir. 1995) (per curiam)

In re Hennings, Ch. 11, No. 92-11755LC (Bankr. N.D. Iowa Nov. 15, 1993) (confirmation of Chapter 11 cram-down plan)

In re Funke, Ch. 7, No. L-89-00327-D (Bankr. N.D. Iowa July 12, 1993) (stipulation in Plan enforced)

C. Conversion or Dismissal, 3591-3620

In re Miell, Ch. 11, No. 09-01500, 2009 WL 3270508 (Bankr. N.D. Iowa Oct. 9, 2009)
(converting case from Chapter 11 to Chapter 7)

In re Lenz, Ch. 11, No. 05-02802, 2005 WL 2850399 (Bankr. N.D. Iowa Oct. 26, 2005)
(dismissal is in best interests of creditors)

In re Midwest Communications, Inc., Ch. 11, No. 02-00431 (Bankr. N.D. Iowa Jan 8, 2003)
(converted to operating Ch. 7 case)

In re Fort Knox Mini Warehouse, Inc., Ch. 11, No. 01-03493, 2002 WL 1842452 (Bankr. N.D. Iowa July 31, 2002) (dismissed for continuing loss to estate)

In re Midwest Communications, Inc., Ch. 11, No. 01-00653-D, 269 B.R. 40 (Bankr. N.D. Iowa Nov. 6, 2001) (dismissal for delay and failure to reverse financial fortunes)

In re RMM, Inc., In re Slipped Disc, Inc., Ch. 11, No. 98-02923-C, 98-02914-C (Bankr. N.D. Iowa Aug. 23, 2000) (dismissal of Chapter 11 case)

In re Paris & Sons, Inc., Ch. 11, No. 98-02475-C (Bankr. N.D. Iowa May 16, 2000) (cause to dismiss Chapter 11 case)

In re S.O.S. Enterprises, Inc., Ch. 11, No. 95-10203KC (Bankr. N.D. Iowa Jan. 24, 1996)
(dismissal; reservation of jurisdiction)

D. Administration, 3621-3650

In re Gonzales, Ch. 13, No. 08-00719, 2009 WL 1939850 (Bankr. N.D. Iowa July 6, 2009)
(denying motion to incur debt to purchase two vehicles)

In re National Cattle Congress, Ch. 11, No. 93-61986KW (Bankr. N.D. Iowa April 20, 1995)
(appointment of Chapter 11 trustee)

E. Railroad Reorganization, 3651-3660

XV. ARRANGEMENTS, 3661.100-3661.999

A. In General, 3661.100-3661.110

B. Real Property Arrangements, 3661.111-3661.999

XVI. COMPOSITIONS, 3662-100-3670

XVII. ADJUSTMENT OF DEBTS OF FAMILY FARMER, 3671-3700

A. In General, 3671-3680

In re Vantiger-Witte, Ch. 12, No. 05-02931, 2008 WL 3287105 (Bankr. N.D. Iowa Nov. 6, 2007) (allowing conversion from Ch. 12 to Ch. 13)

In re Michels, Ch. 12, No. 03-00316, 2003 WL 22328856 (Bankr. N.D. Iowa Sep. 19, 2003) (confirmation denied based on mistreatment of secured claim, case dismissed), aff'd, 305 B.R. 868 (B.A.P. 8th Cir. 2004)

In re Weber, Ch. 12, No. 02-00250, 297 B.R. 567 (Bankr. N.D. Iowa July 22, 2003) (case dismissed for delay and inability to submit confirmable plan)

In re Michels, Ch. 12, No. 03-00316, 2003 WL 1965849 (Bankr. N.D. Iowa Apr. 14, 2003) (debtor meets the requirements of “family farmer”)

Schellhorn v. Farmers Savings Bank (In re Shellhorn); Twin River Farms, Inc. v. Farmers Savings Bank (In re Twin River Farms, Inc.), Ch. 12, No. 87-00424, 87-00425; Adv. 01-9005, 01-9006; 280 B.R. 847 (Bankr. N.D. Iowa June 17, 2002) (interpretation of treatment of secured claim in confirmed plan), appeal withdrawn

In re Gumz, Ch. 12, No. 95-61821KW (Bankr. N.D. Iowa Dec. 7, 1995) (bad faith and feasibility in Chapter 12)

In re Pfab, Ch. 12, No. 93-21955KD (Bankr. N.D. Iowa June 16, 1994) (dismissal for failure to file Chapter 12 plan)

B. The Plan, 3681-3700

In re Richards, Ch. 12, No. 03-02487, 2004 WL 764526 (Bankr. N.D. Iowa Apr. 2, 2004) (plan confirmed; bank not entitled to protection of its equity cushion)

In re Knief, Ch. 12, No. 96-21301-D (Bankr. N.D. Iowa Sept. 19, 1997) (collateral may not be distributed to Ch. 12 unsecured creditors)

In re Specht, Ch. 12, No. 96-21022-D (Bankr. N.D. Iowa April 10, 1997) (Chapter 12 Plan not feasible; case dismissed)

XVIII. INDIVIDUAL DEBT ADJUSTMENT, 3701-3740

In re Baker, No. 12-00107, 2013 WL 1897844 (Bankr. N.D. Iowa May 7, 2013) (allowing Debtor to retain a portion of additional disposable income for unexpected expenses)

In re Keller, No. 07-01516, 2012 WL 1918580 (Bankr. N.D. Iowa May 25, 2012) (Chapter 13 debtors may not use disposable income to replace roof post-confirmation)

In re Jirak, No. 11-01510, 2011 WL 5325431 (Bankr. N.D. Iowa Nov. 3, 2011) (cause exists to dismiss Chapter 13 case for lack of eligibility, failure to file documents, etc.)

In re Schmitt, No. 09-02238, 2011 WL 5024232 (Bankr. N.D. Iowa Oct. 20, 2011) (granting hardship discharge in Chapter 13; student loans remain excepted from discharge)

In re Costello, Ch. 13, No. 10-03385, 2011 WL 2712970 (Bankr. N.D. Iowa July 12, 2011) (confirmation denied based on Debtors' inability to sell business real estate to fund the plan; creditor is granted relief from the stay)

In re Lynch, Ch. 13, No. 09-1894, 2011 WL 1060978 (Bankr. N.D. Iowa Mar. 22, 2011) (denying application to use disposable income to pay postpetition medical bills)

In re Krapfl, Ch. 13, No. 10-01461, 2010 WL 4338475 (Bankr. N.D. Iowa Oct. 27, 2010) (allowing Debtor to strip off unsecured junior lien)

In re Cockhren, Ch. 13, No. 08-01382 (Bankr. N.D. Iowa Oct. 7, 2010) (granting motion to dismiss Chapter 13 case for defaults regarding treatment of secured claim)

In re Lynch, Ch. 13, No. 07-02323, 2009 WL 3192939 (Bankr. N.D. Iowa Oct. 1, 2009) (allowing Debtors to retain part of their tax refund)

In re Kruse, No. 08-02383, 406 B.R. 833 (Bankr. N.D. Iowa June 11, 2009) (denying confirmation where plan separately classified student loan debt)

In re Vantiger-Witte, Ch. 13, No. 05-02931, 2008 WL 4493426 (Bankr. N.D. Iowa Sep. 29, 2008) (confirmation denied and case dismissed for bad faith)

In re Aldrich, Ch. 13, No. 08-00520, 2008 WL 4185989; In re Votroubek, Ch. 13, No. 08-00743, 2008 WL 4185989 (Bankr. N.D. Iowa Sep. 4, 2008) (denying confirmation of plans with improper provisions regarding secured creditor's assessment and disclosure of postconfirmation fees and charges)

In re Eilderts, Ch. 13, No. 06-01570, 389 B.R. 682 (Bankr. N.D. Iowa June 5, 2008) (case dismissed for violation of court order requiring Debtors to submit disposable income to plan)

In re Miller, Ch. 13, No. 05-00335, 2008 WL 2323901 (Bankr. N.D. Iowa June 5, 2008) (confirmation denied for amended plan proposing to suspend payments for eight months)

In re Zirtzman, Ch. 13, No. 06-00015, 2006 WL 3000103 (Bankr. N.D. Iowa Oct. 4, 2006) (plan length must be five years because debtors' income is above median income)

In re Harken, Ch. 13, No. 04-02914, 2004 WL 3019467 (Bankr. N.D. Iowa Nov. 29, 2004) (determining appropriate interest rate for secured claim)

In re DeVore, Ch. 13, No. 01-03558, 2002 WL 970407 (Bankr. N.D. Iowa May 3, 2002) (lien and claim for indemnity of former spouse survived prior Ch. 13 case)

In re Michels, Ch. 13, No. 01-01415-W (Bankr. N.D. Iowa Jan. 28, 2002 (secured creditor does not have allowed claim; plan is confirmed), rev'd, 286 B.R. 684 (B.A.P. 8th Cir. Dec. 20, 2002)

In re Michels, Ch. 13, No. 01-01415-W, 270 B.R. 737 (Bankr. N.D. Iowa Dec. 18, 2001) (feasibility is questionable, secured creditor's claim may be disallowed, confirmation is not appropriate), appeal dismissed

In re Gleason, Ch. 13, No. 01-01029-C, 267 B.R. 630 (Bankr. N.D. Iowa September 14, 2001) (disposable income requirement for confirmation determined by examining discretionary spending)

In re Cummins, Ch. 13, No. 98-03221-C, 266 B.R. 852 (Bankr. N.D. Iowa September 5, 2001) (Chapter 13 hardship discharge)

In re Weber, In re Lund, Ch. 13, Nos. 00-01613-CV, 00-01683-C (Bankr. N.D. Iowa Dec. 21, 2000) (disposable income requirement does not extend beyond 36 months)

In re Ploessl, Ch. 13, No. 00-01673-D (Bankr. N.D. Iowa Dec. 4, 2000) (postpetition interest on student loans nondischargeable in Chapter 13)

In re Zahner, Ch. 13, No. 99-01666-W (Bankr. N.D. Iowa Dec. 9, 1999) (Chapter 13 confirmation; bad faith, full disclosure)

In re Wilker, Ch. 13, No. 98-01117-W (Bankr. N.D. Iowa Oct. 27, 1999) (Chapter 13 confirmation denied)

In re Bouma, Ch. 13, No. 99-00109-CH (Bankr. S.D. Iowa Aug. 18, 1999) (late objection to Ch. 13 confirmation not allowed)

In re O'Brien, Ch. 13, No. 98-00545-C (Bankr. N.D. Iowa May 4, 1999) (Chapter 13 cram-down; conversion)

In re Bails, Ch. 13, No. 98-02717-C (Bankr. N.D. Iowa Nov. 30, 1998) (Chapter 13 plan listing monthly gift to friend not confirmable)

In re Barker, Ch. 13, No. 98-01601-C (Bankr. N.D. Iowa Nov. 16, 1998) (Chapter 13 confirmation requirements; reaffirmation agreements)

In re Mammel, Ch. 13, No. 98-01184-C, 221 B.R. 238 (Bankr. N.D. Iowa June 9, 1998) (discharging student loans through Chapter 13 plan)

In re Harnish, Ch. 13, No. 97-02185-C, 224 B.R. 91 (Bankr. N.D. Iowa June 2, 1998) (status of lien after Chapter 13 confirmation)

In re Janssen, Ch. 13, No. 98-00141-C, 220 B.R. 639 (Bankr. N.D. Iowa May 7, 1998) (separate classification of co-signed debt in Chapter 13)

In re Debner, Ch. 13, No. L92-00616-W (Bankr. N.D. Iowa April 3, 1998) (expiration of Chapter 13 plan ends case)

In re Grawe, Ch. 13, No. 97-10342-C (Bankr. N.D. Iowa Aug. 20, 1997) (valuation of property to strip down IRS claim in Ch. 13 Plan)

In re Lefler, Ch. 13, No. 96-12601KC (Bankr. N.D. Iowa July 28, 1997) (feasibility of Plan proposing graduated payments and lump sum)

In re Engelby, Ch. 13, No. 96-10008KC (Bankr. N.D. Iowa July 14, 1997) (feasibility of Plan proposing graduated payments and lump sum)

In re Land, Ch. 13, No. 97-01011-C (Bankr. N.D. Iowa June 24, 1997) (sufficiency of notice of commencement of case), aff'd, 215 B.R. 398 (B.A.P. 8th Cir. 1997)

In re Williams, Ch. 13, No. 93-11513KC (Bankr. N.D. Iowa Aug. 8, 1996) (Chapter 13 hardship discharge; dismissal for material default), rev'd, N.D. Iowa Feb. 24, 1998

In re Facion, Ch. 13, No. 95-12089KC (Bankr. N.D. Iowa Dec. 22, 1995) (charitable contributions outside Chapter 13 plan)

In re Cook, Ch. 13, No. 95-10885KC (Bankr. N.D. Iowa Dec. 8, 1995) (modification of Chapter 13 claim secured by residence)

In re Hegg, Ch. 13, No. 95-20920KD (Bankr. N.D. Iowa Aug. 29, 1995) (funding Chapter 13 plan with future proceeds of lawsuit), appeal withdrawn

In re Olson, Ch. 13, No. L90-00423W (Bankr. N.D. Iowa Oct. 14, 1994) (Chapter 13 amended plan cannot extend payments more than 60 months)

In re Nekola, Ch. 13, No. 93-12099KC (Bankr. N.D. Iowa Aug. 2, 1994) (Chapter 13 confirmation bad faith standards)

In re Truelove, Ch. 13, No. 93-11170KC, 1994 WL 486930 (Bankr. N.D. Iowa May 26, 1994) (IRS notice of lien filed prior to Chapter 13 discharge)

In re Akers, Ch. 13, No. L92-00626C (Bankr. N.D. Iowa June 30, 1993) (§ 727 no application in Chapter 13 case)

XIX. REVIEW, 3741-3860

A.In General, 3741-3760

B. Review of Bankruptcy Court, 3761-3810

Flynn v. Zietler (In re Zietler), Ch. 7, No. 06-00034, Adv. 07-30007, 2008 WL 1818442 (Bankr. S.D. Iowa April 1, 2008) (denying motion for extension of time to file appeal), appeal dismissed, No. 08-6015 (B.A.P. 8th Cir. May 23, 2008)

Land O'Lakes Farmland Feed LLC v. Gehl (In re Gehl), Ch. 7, No. 04-00102, Adv. 04-9063, 324 B.R. 756 (Bankr. N.D. Iowa May 20, 2005) (delay in filing notice of appeal was not caused by excusable neglect)

In re Michels, Ch. 12, No. 03-00316 (Bankr. N.D. Iowa Oct. 23, 2003) (monthly payments ordered pending decision on appeal)

Beiwel v. Sallie Mae Servicing (In re Beiwel), Ch. 7, No. 00-00112-W, Adv. 00-9085-W, 2001 WL 753778 (Bankr. N.D. Iowa June 13, 2001) (pro se debtor's notice of appeal untimely)

In re National Cattle Congress, Inc., Ch. 11, No. 93-61986KW (Bankr. N.D. Iowa Oct. 4, 1996) (mootness of issue on remand after appeal)

Fletchall v. State of Iowa (In re Fletchall), Ch. 7, No. L90-01910W, Adv. 93-6165KW (Bankr. N.D. Iowa July 27, 1994) (untimely appeal dismissed)

C. Review of Appellate Panel, 3811-3830

D. Review of District Court, 3831-3860

XX. OFFENSES, 3861-3863