



Opinion 455

Published on District of Utah (<https://www.utb.uscourts.gov>)

Opinion Title: 04/28/2004 UNPUBLISHED Quality Press, Inc.v. Heidelberg Print Finance Americas, Inc., Judge Thurman

Body: The Court granted summary judgment in favor of creditor Heidelberg against the Debtor, Quality Press. A Chapter 11 Plan had been confirmed for the same Debtor in 1994, granting Heidelberg secured creditor status. Heidelberg's financing statement lapsed years later and subsequently it filed a new financing statement. Thereafter, the Debtor filed the current bankruptcy case. The Debtor challenged the effectiveness of Heidelberg's lien under several theories. The Court determined that the filing of the new financing statement without the signature of the Debtor following the lapse was allowed under 70A-9a-509 of the Revised Utah Article 9. The Court next determined that the description of the collateral in the new financing statement as "All of Debtor's Equipment" adequately described the several pieces of printing equipment secured in favor of the creditor and that such was not seriously misleading or overbroad. The Court also determined that the "plain meaning" of the 1994 Plan did not enjoin Heidelberg from filing the financing statement after the earlier statement had lapsed. Finally, the Court determined that the Heidelberg's §1111(b) election in the prior bankruptcy did not bar it from the possibility of seeking a deficiency in the current case.

File:  [455.pdf](#) [1]

Judge: [Judge William T. Thurman](#) [2]

Date: Wednesday, April 28, 2004

Source URL: <https://www.utb.uscourts.gov/opinions/opinion-455#comment-0>

Links

[1] <https://www.utb.uscourts.gov/sites/default/files/opinions/455.pdf>

[2] <https://www.utb.uscourts.gov/content/judge-william-t-thurman>