



SO ORDERED.

SIGNED this 15th day of July, 2013.

Dale L. Somers

Dale L. Somers
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS

In re: TRI STATES UTILITY, INC., DEBTOR.	Case No: 13-20358-11 DLS
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**ORDER GRANTING DEBTOR'S MOTION TO SELL
SUBSTANTIALLY ALL ASSETS AND TO ASSIGN CERTAIN
CONTRACTS BY PRIVATE SALE PURSUANT TO 11 U.S.C. §§ 363, 365**

This matter comes before the Court on the Motion of Tri States Utility, Inc. ("Debtor"), to Sell Substantially All Assets and to Assign Certain Contracts by Private Sale Pursuant to 11 U.S.C. §§ 363, 365. Due and proper notice with an opportunity to object to the Motion was mailed to the entire creditor matrix. No timely objection was filed and no hearing was held. Based upon the Motion and the record herein,

THE COURT HEREBY ENTERS THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

a. On February 20, 2013 ("the Petition Date"), Debtor filed a Voluntary Petition for Relief under Chapter 11 of the Bankruptcy Code. Debtor continues in possession of its property

and operates and manages its business as a debtor-in-possession pursuant to the provisions of 11 U.S.C. §§ 1107 and 1108.

b. Debtor operates a private utility company providing water to approximately 3000 customers in Branson, MO.

c. The Bankruptcy Court has jurisdiction over this matter pursuant to 28 U.S.C. 1334, its local rules, and 11 U.S.C. §§ 361-65.

d. Through the Motion, Debtor seeks to sell substantially all of its personal property, vehicles, and real property to Missouri-American Water Company ("Buyer"). Debtor also seeks to assign several executory contracts to Buyer. As part of the sale, but not subject to approval of this Court, Great Southern Bank ("the Bank") proposes to sell the office building currently occupied by Debtor to Buyer. A copy of the Asset Purchase Agreement and related schedules and exhibits (collectively, the "APA") was attached to the Motion as **Exhibit A** and is incorporated herein by reference.

e. Buyer is a Missouri corporation with its principal office and place of business at 727 Craig Road, St. Louis, Missouri 63141. Buyer is a Missouri corporation in good standing. Buyer currently provides water service to the public in and around the cities of St. Joseph, Joplin, Brunswick, Mexico, Warrensburg, Parkville, Riverside, Jefferson City, and parts of St. Charles, Warren, Jefferson, Morgan, Pettis, Benton, Barry, Stone, Greene, Taney, Cole, Christian and Platte Counties, and most all of St. Louis County, Missouri. Buyer currently provides water service to approximately 454,000 customers. Buyer provides sewer service to approximately 4,000 customers in Callaway, Jefferson, Pettis, Cole, Morgan, Platte, and Warren Counties, Missouri. Buyer is a "water corporation," a "sewer corporation" and a "public utility" as those terms are defined in Section 386.020, RSMo 2000, and is subject to the jurisdiction and

supervision of the Missouri Public Service Commission as provided by law. Buyer has no overdue Commission annual reports or assessment fees. There is no pending action or final unsatisfied judgment or decision against Buyer from any state or federal agency or court which involves customer service or rates, which action, judgment or decision has occurred within the past three years. MAWC's gross revenues in calendar year 2012 were \$280 million. Buyer is the largest regulated water utility in the State of Missouri.

f. The personal property and equipment of the Debtor, as more fully described in the "Acquired Assets" of Exhibit 1 and Schedule 3.5(a) to the APA, including all of Debtor's intangible property (including common law rights) (collectively "the Personal Property"), is subject to the Bank's perfected security interest, pursuant to that Commercial Security Agreement dated April 25, 1997, with the principal amount of all debts secured by the Personal Property totaling \$4,560,219.27, plus accumulated interest accruing at 4.0% after the Petition Date. UCC-1 Financing Statements have been filed in Missouri, the original dated 5/9/1997, UCC No. 2788090 and the most recent a continuation statement dated 4/10/2012, UCC No. 120410630277, both filed with the Missouri Secretary of State encumbering the Personal Property.

g. Among the Personal Property Debtor proposes to sell to Buyer is all of Debtor's accounts receivables and work in progress existing on the closing date. No other person besides Debtor and Bank has a claim to the proceeds of these assets.

h. The Personal Property may also be subject to unpaid ad valorem taxes due the Shawnee County Treasurer and the Taney County Treasurer.

i. Debtor owns certain vehicles and rolling stock listed below, which are not encumbered by the Bank's liens (collectively "the Vehicles"). The John Deere 310SJ Wheel

Loader Backhoe is subject to a lien held by John Deere Financial securing a purchase money loan ("the Deere Loan"). The balance of the Deere Loan on the Petition Date was \$40,811.44, with interest accruing at 3.9% per annum. The Backhoe has a value of \$42,000. The 2008 Ford F-150, VIN 1FTRX14W78FC11664 is subject to a lien held by Ford Motor Credit Company LLC securing a purchase money loan. The value of the vehicle as \$9,675. The balance on the Petition Date was \$3,321.81, with interest accruing at 8.99% per annum. The 2008 Ford F-150, VIN 1FTRF12278KD94591 is subject to a lien held by Ford Motor Credit Company LLC securing a purchase money loan. The value of the vehicle is \$9,500. The balance on the Petition Date was \$2,432.48 with interest accruing at 8.99% per annum. The two claims held by Ford Motor Credit Company LLC shall be referred to as the "Ford Loans." The 2002 Ford pickup, VIN 1FTRF17212NB78542 is not subject to any liens or encumbrances of record. The 2002 Ford pickup has a value of \$4,350. The 2006 Ford pickup, VIN 1FTNF21566ED96750 is not subject to any liens or encumbrances of record. The 2006 Ford pickup has a value of \$5,975.

j. Debtor holds title to certain tracts of real property located in Taney County, Missouri as more fully described on Schedule 3.4(a) to the APA, together with all water rights appurtenant thereto and buildings, fixtures, and improvements located thereon ("the Real Property"). Title reports for the tracts constituting the Real Property were attached to the Motion as **Exhibit B** and are incorporated herein by reference. (Tracts 1 and 2 of the Real Property are identified as Tracts II and III, respectively, in Exhibit B.) Tract 3 is an easement, so there is no title report for this "tract."

k. Tract 1 of the Real Property is subject to the following liens and encumbrances.

1. Deed of Trust dated April 25, 1997, to Great Southern Financial Corporation, as Trustee for Great Southern Bank, FSB, filed May 1, 1997

- in Record Book 0344, at Page 7091, securing the payment of a Promissory Note in the original amount of \$1,300,000.00.
 2. Financing Statement between Tri States Utility, Inc., Debtor, and Great Southern Bank, Secured Party, filed November 9, 2012, in Book 2012, at Page 45015, Recorder's Office, Taney County, Missouri.
 3. Foreign Transcript Judgment Case #11AF-MC02528, December 21, 2011, styled Tri-States Utility, Inc., vs. Infinity Metering Company, which is actually a judgment in favor of Old National Bank against Debtor.
 4. Taney County, Missouri real estate taxes/assessments, unpaid for the year 2013 and all subsequent years, Tax ID# 18-2.0-03-000-000-005.001 **(SURVIVING.)**
 5. Roadway Easement Agreement as set out in Book 0323, at Page 0315, Recorder's Office, Taney County, Missouri. **(SURVIVING.)**
 6. Easement to Empire District Electric Company as set out in Book 317, at Page 2582, Recorder's Office, Taney County, Missouri. **(SURVIVING.)**
 7. Grant of Utility Easement, to The Tri States Utilities Co. Inc. as set out in Book 0334, at Page 1792, Recorder's Office, Taney County, Missouri. **(SURVIVING.)**
 8. Right-of-Way Easement granted to Tri-States, Inc. as set out in Book 2009, at Page 32696, Recorder's Office, Taney County, Missouri. **(SURVIVING.)**
1. Tract 2 of the Real Property is subject to the following liens and encumbrances.
 1. Deed of Trust dated April 25, 1997, to Great Southern Financial Corporation, as Trustee for Great Southern Bank, FSB, filed May 1, 1997 in Record Book 0344, at Page 7091, securing the payment of a Promissory Note in the original amount of \$1,300,000.00.
 2. Financing Statement between Tri States Utility, Inc., Debtor, and Great Southern Bank, Secured Party, filed November 9, 2012, in Book 2012, at Page 45015, Recorder's Office, Taney County, Missouri.
 3. Foreign Transcript Judgment Case #11AF-MC02528, December 21, 2011, styled Tri-States Utility, Inc., vs. Infinity Metering Company, which is actually a judgment in favor of Old National Bank against Debtor.
 4. Taney County, Missouri real estate taxes/assessments, unpaid for the year 2013 and all subsequent years, Tax ID# 18-2.0-10-004-001-034.001. **(SURVIVING.)**
 5. Certificate of Survey as set out in Plat Book 22, at Page 28, Recorder's Office, Taney County, Missouri. **(SURVIVING.)**
 - m. Tract 3 of the Real Property is an easement and is not subject to any encumbrances except to the extent the above-referenced encumbrances may be applicable.

n. Debtor also seeks authority to assume and assign certain contracts to Buyer pursuant to 11 U.S.C. §365(a) and (f). The contracts subject to assumption and assignment are as follows (collectively "the Executory Contracts"):

1. **Corporate Business Systems:** Lease dated September 8, 2012 between Tri States and Corporate Business Systems for the Kyocera 6530 printer. A copy of this lease was attached to the Motion as **Exhibit C** and is incorporated herein by reference.

2. **Great Southern Bank:** Debtor's offices are located at 300 Terrace Road, Branson, Missouri 65616, and consist of both the office building and the related real property ("the Building"). Currently, Debtor leases the Building from the Bank. Because Buyer seeks to purchase the Building as part of the APA, Buyer proposes to assume all rights and duties of both Tri States and Great Southern concerning the lease of the Building by Great Southern to Tri States. Upon Closing, Buyer shall be both lessor and lessee and by doctrine of merger, the lease will be terminated.

o. The APA provides for Debtor to assign to Buyer all of Debtor's rights and duties under the Executory Contracts. The benefits of the Executory Contracts are equal to the burdens of the contracts. As a result, there is no consideration provided for the assignment of the benefits other than the coextensive assumption of the liabilities.

p. Buyer is a publicly regulated utility company with substantially greater means than Debtor to comply with the terms of the Executory Contracts. Buyer's size and history, detailed above, provide adequate assurance to Corporate Business Systems that Buyer will continue to comply with the terms of the Executory Contracts pursuant to § 365(f)(2)(B). Bank consents to the assignment of the Building lease.

q. Debtor seeks to also assign certain non-executory contractual liabilities and benefits to Buyer, as follows (collectively the "Non-executory Contracts"):

1. **Security Deposits:** Debtor presently holds in a deposit account certain security deposits received from Debtor's utility customers. These funds do not constitute property of the estate. Debtor holds such funds in trust for the benefit of its respective customers. Buyer seeks to assume all obligations concerning customer security deposits paid to Debtor. Debtor seeks to assign to Buyer and Buyer seeks to retain the customer

security deposits deposit account, the balance in said account to equal all unrefunded or unapplied security deposits.

2. **Ad Valorem Taxes:** Buyer seeks to assume the obligations to pay all ad valorem personal property and real estate taxes and assessments not yet due and payable as of the closing of the transaction. The pro rata share of such taxes and assessments shall be specified in more detail on the closing statement issued by the applicable title company handling the closing. This will reduce the net amount payable (all of which would accrue to the Bank on account of its security interests, with the exception of any taxes attributable to the Vehicles).

3. **Payroll Liabilities:** Buyer seeks to assume the obligations of Debtor to pay all payroll and associated payroll taxes and liabilities not yet due and payable as of the closing, which shall be limited to the liabilities accrued during the pay period in which the closing date occurs. The portion of such payroll, taxes, and liabilities accruing prior to the closing date shall reduce the amount payable to Debtor and shall be specified in more detail on the closing statement issued by the applicable title company handling the Closing.

4. **Customer Contracts:** Buyer seeks to assume all rights and duties of Debtor concerning the provision of water to its customers.

r. The assignment of the rights and duties of the Non-executory Contracts is supported by the consideration identified above. No portion of the purchase price is allocated to the Non-executory Contracts, with the exception of adjustments to the purchase price identified above.

s. All other contractual assignments are reflected in the APA and do not require further explanation.

t. The Bank is presently the owner of the Building.

u. Debtor proposes to sell the Personal Property, the Vehicles, and the Real Property (collectively "the Assets") as a unit together with the Building through the APA. Although the Building is not property of the estate, it is a critical component of the proposed sale as it is the Debtor's physical operational headquarters. The combined sale will not prejudice any unsecured creditors in this case because: a) the Bank holds a security interest on the Personal Property and

the Real Property, b) the total value of the Personal Property is less than the amount of the Bank's claim secured by the Personal Property, c) the total value of the Real Property is less than amount of the Bank's claim secured by the Real Property, d) regardless of how such a sale is structured it will not generate a return to unsecured creditors, and e) the Bank will be the largest unsecured creditor in this case, with a total unsecured debt of more than five times all of the remaining unsecured creditors combined. Under no circumstances would there be a possibility to find a buyer willing to pay \$4,500,000 or more (which would be needed to pay the Bank's secured claim) for the Real Property and Personal Property constituting the Bank's collateral. As discussed in detail below, the total price offered for all of the Assets, including the Building, is \$3,400,000. After removing the amount allocated to the Building and the Vehicles, only \$2,028,500 of the purchase price is attributable to the Bank's collateral.

v. Buyer's offer, detailed in the APA, allocates the purchase price as follows over the Assets and Building:

1. the Assets - \$2,100,000;
2. the Building - \$1,300,000.

w. The Court finds that the Motion satisfies the provisions of 11 U.S.C. § 363. Under the proposed sale, the Bank will be the only encumbrance that will not be paid in full. The Bank has agreed to accept the balance of the proceeds after payment of senior encumbrances. There are no encumbrances junior to the Bank except for those identified above. The Bank consents to the proposed sale free and clear of its liens against the assets described herein. The Bank has the most to lose in this transaction. The sale will result in a shortfall to the Bank of more than \$2,000,000.00. The Personal Property and Real Property could not generate enough sale

proceeds to satisfy the Bank's claims secured respectively thereby in full. As a result, the sale proposed hereunder is the most cost efficient and expeditious manner for such a sale.

x. The proposed sale is in the best interest of the estate and all parties have acted in good faith. There is no equity available in the Bank's collateral for distribution to general unsecured creditors. Nor does there appear to be a feasible route to confirmation of a chapter 11 plan in this case due to conflict between the Bank and Debtor. This proposed sale will allow the customers served by Debtor in Branson, MO to continue receiving water without interruption.

y. Under 11 U.S.C. §363(b) and 11 U.S.C. §1107(a) the Chapter 11 Debtor-in-Possession is empowered to sell property free and clear of liens and encumbrances of record.

z. The Court's power to authorize a sale under 11 U.S.C. §363(b) is to exercise at its discretion using a flexible case-by-case approach. See *In Re Baldwin United Corporation*, 43 BR 905 (Bankr. S.D. Ohio 1984). The important consideration for the Court is the finding that a proper business rationale exists for the sale of assets. *Stephens Industry, Inc. v. McClung*, 739 F.2d 386 (6th Cir. 1986). Also relevant for the Court is a factual analysis as to whether a business justification for a sale of substantially all the real and personal property is present. See *In Re Walter* 83 BR 14 (9th Cir. BAP 1988).

aa. The sale of the Assets is in accordance with the Debtor's attempt to mitigate damages, prevent further depreciation and deterioration of Assets as Debtor lacks the funding to properly maintain its facilities, and to facilitate the timely sale of the Assets. Because of the unique industry of a water company and stringent regulatory requirements, the finding of an appropriate, approvable, and willing buyer is very difficult.

bb. Based on the foregoing, the Court finds that the sale of the Assets is in the best interest of the bankruptcy estates and should be approved.

cc. The proposed consideration for the sale constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of Missouri.

dd. The transactions contemplated by the APA are undertaken by Debtor, Bank, and Buyer at arm's length, without collusion and in good faith within the meaning of Section 363(m) of the Bankruptcy Code, and such parties are entitled to the protections of Section 363(m) of the Bankruptcy Code.

ee. As part of the sale, no executory contracts will be assumed and assigned to Buyer other than those specifically set forth above.

ff. Not selling the Assets free and clear of liens and claims would impact adversely on Tri States' bankruptcy estate and would be of substantially less benefit to the estate of Tri States.

Based upon the foregoing findings of fact and conclusions of law,

IT IS HEREBY ORDERED THAT:

1. Debtor's Motion to Sell Substantially All Assets and to Assign Certain Contracts by Private Sale Pursuant to 11 U.S.C. §§ 363, 365 shall be and hereby is GRANTED.

2. The Court approves of the APA and specifically authorizes Debtor to enter into the APA on all terms described therein, including the assignment and transfer to Buyer all of Tri States' right, title and interest (including common law rights) to all of their intangible property. Debtor is authorized to execute all necessary documents and take all necessary and appropriate actions to consummate the transactions contemplated by the APA and its related Exhibits and Schedules.

3. Debtor is Authorized to sell the Vehicles to Buyer for \$71,500.00 as stated in more detail in the APA and above. Debtor is authorized to pay all encumbrances against the

Vehicles from the proceeds of the sale, specifically the Debtor's pro rata share of the outstanding ad valorem taxes due the Shawnee and/or Taney County Treasurers, the pro rata portion of the United States Trustee fees, the Deere Loan, and the Ford Loans. The Deere and Ford Loans will be paid the amount reflected on their respective proofs of claim, with interest through the date of payment, according to the interest rate specified in the proofs of claim. Upon payment of this amount, John Deere Financial and Ford Motor Credit Company LLC shall be required to release any existing liens against the Vehicles and transmit the appropriate titles to Debtor, which shall endorse such titles over to Buyer. The remaining proceeds attributable to the Vehicles will be utilized as authorized by the Court or as permitted by the Bankruptcy Code and will be held for the benefit of administrative claims, creditors and parties in interest.

4. Debtor is authorized to sell to Buyer the Personal Property for \$1,528,500.00 as stated in more detail in the APA. Debtor is authorized to pay all encumbrances against the Personal Property from the proceeds of the sale, specifically:

- a. To pay the Debtor's pro rata share of the outstanding ad valorem taxes due the Shawnee and/or Taney County Treasurers;
- b. To pay all applicable transfer taxes and fees;
- c. To pay all applicable escrow/title fees and closing costs;
- d. To pay the pro rata portion of the United States Trustee fees calculated under the provisions of 28 U.S.C. §1930; and
- e. The balance to be paid to the Bank.

5. Debtor is authorized to sell the Real Property to Buyer for \$500,000.00 as stated in more detail in the APA. Debtor is authorized to pay all encumbrances against the Real Property from the proceeds of the sale, specifically:

- a. To pay the Debtor's pro rata share of the outstanding ad valorem taxes due the Taney County Treasurer;
- b. To pay all applicable transfer taxes and fees;
- c. To pay all applicable escrow/title fees and closing costs;

- d. To pay the pro rata portion of the United States Trustee fees calculated under the provisions of 28 U.S.C. §1930; and
- e. The balance to be paid to the Bank.

6. Debtor shall not make any payment to Old National Bank on account of its judgment lien identified above, as the Bank's security interest is prior and senior to the judgment lien of Old National Bank. Old National Bank's lien shall be stripped by this Order. Nor shall any funds be paid to any other junior secured creditor or unsecured creditor (priority or otherwise) out of the proceeds of the sale of the Real Property. The distribution of the proceeds from the sale of the Real Property shall be limited to the recipients identified above. No portion of the proceeds from the sale of the Real Property shall be distributed to Debtor as all of the proceeds will be distributed to the Bank after payment of the identified administrative expenses and senior encumbrances. Bank's security interests in the Real Property shall also be stripped by this Order, subject only to the Bank's right to receive the proceeds as described above.

7. The entire \$1,300,000 of the purchase price attributable to the Building shall be paid directly from Buyer to Bank (through escrow) per the terms of the APA.

8. The amount Debtor receives for its accounts receivable and work in progress, which will be calculated as an adjustment, shall be held in Debtor's trust account at Eron Law, P.A., pending further order of the Court authorizing distribution, except that any negative adjustment to the purchase price on account of the payroll liabilities shall be funded out of the positive adjustment for accounts receivable and work in progress. Debtor, Buyer, and Bank are authorized to agree to an appropriate formula for determining the book value of the accounts receivable and work in progress on the closing date. Buyer will pay to Debtor not less than 70% of the agreed book value, the final percentage to be agreed upon at Closing. The amount paid to Debtor for the accounts receivable and work in progress will be above and beyond the purchase

price identified in the APA. The proceeds from this portion of the proposed transaction will be retained by Debtor pending determination of the extent of the Bank's security interest in these proceeds. The remaining proceeds shall remain subject to any security interest claimed by the Bank under applicable state law and/or 11 U.S.C. §552, and any proceeds subject to such security interest may be distributed to the Bank upon further order of the Court. Any proceeds not subject to the Bank's security interest shall be utilized as authorized by the Court or as permitted by the Bankruptcy Code and shall be held for the benefit of administrative claims, creditors and parties in interest.

9. The pro rata portion of any unpaid portion of ad valorem taxes on account of the Personal Property will be paid from the proceeds of the sale.

10. The sale shall be subject to approval by the Missouri Public Service Commission ("the PSC") pursuant to Missouri laws and regulations governing the acquisition of Missouri public utilities assets.

11. The Court approves the sale to Buyer with all protections afforded by 11 U.S.C. §363(e) and approves the sale free and clear of liens and encumbrances of record.

12. The Court orders that the sale of the Assets to Buyer constitutes legal, valid and effective transfers of the Assets and will vest Buyer with all right, title and interest of Tri States in and to the Assets free and clear of all liens and claims (as defined in 11 U.S.C. §101) pursuant to Section 363(f) of the Bankruptcy Code (other than liens created by Buyer) whatsoever known or unknown, fixed, liquidated, contingent or otherwise, including, but not limited to, any of Tri States' creditors, vendors, suppliers, employees or lessors and any other person that is the holder of a claim (collectively "Claimants"), with the sole exception of such encumbrances identified

above as "Surviving". Encumbrances identified as "Surviving" will survive entry of an order on this Motion and will remain attached to the Real Property.

13. The Court orders that Buyer shall not be liable in any way (as successor entity or otherwise) for any claims that any of the Claimants or any other third party may have against Tri States, the business of Tri States, and/or the Assets. This Order shall permanently enjoin and restrain the assertion and prosecution of any claims by Claimants or any other third party against Buyer, Buyer's Affiliates, designees and/or assigns and the ownership, use and operation of Assets, and further enjoin Claimants or any third parties from taking any action against Buyer or Buyer's affiliates (as they existed immediately prior to the Closing of the proposed sale) for the purpose of recovering any claim which such Claimant or third party has solely against Tri States or any of Tri States' Affiliates (as they existed immediately following the Closing of the proposed sale.)

14. The Court hereby waives any otherwise applicable bulk sales laws in all necessary jurisdictions.

15. The Court authorizes the assignments of the Executory Contracts and the Non-executory Contracts as described above pursuant to 11 U.S.C. §365(a) and (f). The assignments shall be effective on the Closing Date, as described in the APA. Upon assignment, Buyer shall be vested with all assigned rights and duties under the Executory Contracts and the Non-executory Contracts, which rights and duties previously belonged to Debtor.

16. This Court shall retain exclusive jurisdiction to interpret, construe and enforce the provisions of the APA and this Order, to resolve any and all disputes that may arise under such agreement as between Debtor, Bank, and Buyer, to hear and determine any and all disputes between Debtor, Bank, Buyer, and any Claimant or third party claims related to such agreement,

United States Bankruptcy Court for the District of Kansas
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and to interpret, construe and enforce the provisions of any order granting this Motion, provided that in the event this Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter. The provisions of the Approval Order are nonseverable and mutually dependent.

IT IS SO ORDERED.

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Respectfully submitted:

ERON LAW, P.A.
Attorneys for Debtor

/s/ David P. Eron

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