

UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF
OKLAHOMA

Acrisure, LLC d/b/a Insurance Placement Alternatives v. Wright
Brothers Aircraft Title, Inc., et al.

Acrisure · No. Adv. No. 24-1008-JDL · Decided February 11, 2026

SUMMARY

This memorandum opinion and order addresses a motion by aircraft transaction depositors to abstain from hearing an adversary proceeding involving Acrisure’s alleged negligent procurement of crime insurance policies. The Bankruptcy Court analyzes its jurisdiction under 28 U.S.C. § 1334 and the factors governing permissive abstention, emphasizing that the remaining dispute is between non-debtor parties and would have no economic effect on the nearly completed bankruptcy estate.

CASE DETAILS

COURT	United States Bankruptcy Court for the Western District of Oklahoma
WRITING FOR THE COURT	Janice D. Loyd
JURISDICTION	United States Bankruptcy Court for the Western District of Oklahoma
DECIDED	February 11, 2026
DOCKET	Adv. No. 24-1008-JDL
DISPOSITION	dismissed
PROCEDURAL POSTURE	In an adversary proceeding brought by Acrisure seeking declaratory relief concerning claims asserted by bankruptcy creditors in related Florida litigation, the non-debtor loss payees or depositors moved for permissive abstention. The bankruptcy court granted the motion and dismissed the action without prejudice.
STANDARD OF REVIEW	Permissive abstention under 28 U.S.C. § 1334(c)(1) is committed to the bankruptcy court's sound discretion and is evaluated under a multi-factor balancing test.
PRECEDENTIAL VALUE	unpublished

TOPICS

- subject matter jurisdiction
- adversary proceedings
- insurance
- negligence
- bankruptcy

PRACTICE AREAS

Bankruptcy

Insurance

Civil Procedure

Commercial Litigation

Torts

QUESTIONS PRESENTED

1. Whether the bankruptcy court had related-to jurisdiction over a dispute between Acrisure and non-debtor depositors when the outcome could not affect the bankruptcy estate.
2. Whether the court should permissively abstain under 28 U.S.C. § 1334(c)(1) from hearing the depositors' state-law negligence claims that were already pending in Florida.
3. Whether the debtor's potential prepetition claim for negligent procurement of insurance constituted a core proceeding.

HOLDINGS

1. The bankruptcy court lacked related-to jurisdiction because the dispute between Acrisure and the depositors could not alter the debtor's rights, liabilities, options, or freedom of action or otherwise affect administration of the bankruptcy estate.
2. Permissive abstention was appropriate because state-law issues predominated, related litigation was pending in Florida, the parties were non-debtors, the depositors demanded a jury trial that the bankruptcy court could not conduct, and adjudication in bankruptcy would burden an estate nearing closure without providing an estate benefit.
3. The debtor's potential prepetition state-law claim for negligent procurement of insurance was not a core proceeding merely because a successful claim might increase the bankruptcy estate.

KEY QUOTATIONS

“Related proceedings are civil proceedings that, in the absence of a bankruptcy petition, could have been brought in a district court or state court. The test for determining whether a civil proceeding is related in bankruptcy is whether the outcome of that proceeding could conceivably have any effect on the estate being administered in bankruptcy.” (at 14)

“Related to jurisdiction is not present here because the outcome of the litigation between IPA and the Depositors could have no possible effect in altering the Debtor’s rights, liabilities, options or freedom of action in any way, thereby impacting the handling and administration of the bankruptcy estate.” (at 16)

FACTUAL BACKGROUND

Wright Brothers Aircraft Title, Inc. operated as an escrow agent in aircraft purchase transactions and was involved in a large Ponzi scheme and related criminal conduct. The debtor obtained first-party crime insurance policies through Acrisure, but the policies were later declared rescinded and void ab initio because the debtor procured them through fraudulent misrepresentations. The depositors reserved claims against Acrisure and continued Florida litigation alleging that Acrisure negligently failed to procure appropriate insurance coverage. The bankruptcy estate had substantially completed its administration, with assets reduced to cash or abandoned and distributions being prepared, so the court found that the Florida negligence dispute would not affect the estate.

PROCEDURAL HISTORY

Wright Brothers Aircraft Title, Inc. was the subject of an involuntary Chapter 7 bankruptcy case. Certain depositors had previously sued Underwriters and Acrisure in Florida, and after settling with Underwriters and obtaining a consent judgment declaring the crime policies void ab initio, they continued to pursue negligence claims against Acrisure. Acrisure filed this adversary proceeding seeking declarations that the depositors' claims were derivative of claims belonging to the bankruptcy estate or that the debtor had no negligence claim against Acrisure. The bankruptcy court concluded that the dispute between the non-debtor parties could not affect the estate, granted permissive abstention, found that it lacked subject-matter jurisdiction, and dismissed without prejudice.

DISPOSITION

dismissed

CASES CITED

- Gardner v. United States (In re Gardner), 913 F.2d 1515, 1518 (10th Cir. 1990)
- Telluride Asset Resolution, LLC v. Telluride Global Development, LLC (In re Telluride Income Growth LP), 364 B.R. 390, 397-98 (10th Cir. BAP 2007)
- In re Resorts International, Inc., 372 F.3d 154, 162 (3d Cir. 2004)
- In re ACI-HDT Supply Co., 205 B.R. 231, 234-35 (9th Cir. BAP 1997)
- In re George Love Farming, LLC, 438 B.R. 354 (Table) (10th Cir. BAP 2010)
- Montoya v. Curtis (In re Cashco, Inc.), 614 B.R. 715, 723 (Bankr. D.N.M. 2020)
- Wood v. Wood (In re Wood), 825 F.2d 90, 97 (5th Cir. 1987)
- In re Thrive National Corp., 605 B.R. 229, 236 (Bankr. D. Utah 2019)
- In re Telluride Global Development, LLC, 380 B.R. 585, 593-94 (10th Cir. BAP 2007)
- In re Commercial Financial Services, Inc., 251 B.R. 414, 429 (Bankr. N.D. Okla. 2000)
- Colorado River Water Conservation District v. United States, 424 U.S. 800, 813 (1976)
- In re Forrest Hill Funeral Home & Memorial Park-South, 364 B.R. 808, 819 (Bankr. E.D. Okla. 2007)
- In re Kretchmar, 591 B.R. 876, 881-82 (Bankr. W.D. Okla. 2018)
- Delphi Automotive Systems, LLC v. Segway, Inc., 519 F. Supp. 2d 662, 670-71 (E.D. Mich. 2007)
- In re Anderson, 670 B.R. 528, 547 (Bankr. S.D. Ohio 2025)
- Johnston v. City of Middletown (In re Johnston), 484 B.R. 698, 714-15 (Bankr. S.D. Ohio 2012)
- Waleski v. Montgomery, McCracken, Walker & Rhoads, LLP (In re Tronox), 603 B.R. 712, 726 (Bankr. S.D.N.Y. 2019)
- Things Remembered, Inc. v. Petrarca, 516 U.S. 124 (1995)
- Personette v. Kennedy (In re Midgard Corp.), 204 B.R. 764, 771 (10th Cir. BAP 1997)
- Celotex Corp. v. Edwards, 514 U.S. 300, 307 n.5 (1995)
- In re Otero County Hospital Association, 527 B.R. 719, 758 (Bankr. D.N.M. 2015)
- In re Markley, 460 B.R. 793, 797 (Bankr. D. Kan. 2011)

- *Diamond Mortgage Corp. of Illinois v. Sugar*, 913 F.2d 1233, 1239 (7th Cir. 1990)
- *Hoffmeyer v. Loewen Group International, Inc.* (In re Loewen Group International, Inc.), 279 B.R. 471, 477 (Bankr. D. Del. 2002)
- *Peterson v. 610 W. 142 Owners Corp.* (In re 610 W. 142 Owners Corp.), 219 B.R. 363, 372 (Bankr. S.D.N.Y. 1998)
- *Hayim v. Goetz* (In re SOL, LLC), 419 B.R. 498, 506 (Bankr. D. Fla. 2009)
- *In re Tidewater Lodging Group, LLC*, 2009 WL 909417, at *2 (Bankr. S.D. Fla. 2009)
- *Coho Oil & Gas, Inc. v. Finley Resources, Inc.* (In re Coho Energy, Inc.), 309 B.R. 217, 222 (Bankr. N.D. Tex. 2004)