

MAR 28 2017

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U.S. BKCY. APP. PANEL
OF THE NINTH CIRCUIT

NOT FOR PUBLICATION

UNITED STATES BANKRUPTCY APPELLATE PANEL
OF THE NINTH CIRCUIT

In re:)	BAP No.	NV-16-1058-KuLJu
)		
ANTHONY THOMAS and WENDI THOMAS;)	Bk. Nos.	3:14-bk-50333
AT EMERALD, LLC,)		3:14-bk-50331
)	(Jointly Administered)	
Debtors.)		
_____)	Adv. No.	3:14-ap-05022
)		
ANTHONY THOMAS; WENDI THOMAS,)		
)		
Appellants,)		
)		
v.)	MEMORANDUM*	
)		
KENMARK VENTURES, LLC,)		
)		
Appellee.)		
_____)		

Argued and Submitted on February 24, 2017
at Las Vegas, Nevada

Filed - March 28, 2017

Appeal from the United States Bankruptcy Court
for the District of Nevada

Honorable Bruce T. Beesley, Chief Bankruptcy Judge, Presiding

Appearances: Laury Miles Macauley argued for appellants; Wayne
A. Silver argued for appellee.

Before: KURTZ, LAFFERTY and JURY, Bankruptcy Judges.

*This disposition is not appropriate for publication.
Although it may be cited for whatever persuasive value it may
have (see Fed. R. App. P. 32.1), it has no precedential value.
See 9th Cir. BAP Rule 8024-1.

1 **INTRODUCTION**

2 Chapter 7¹ debtors Anthony and Wendi Thomas appeal from a
3 judgment determining that Mr. Thomas' \$4.5 million judgment debt
4 owed to Kenmark Ventures, LLC, is nondischargeable under
5 § 523(a)(2)(A). The Thomases argue on appeal that the bankruptcy
6 court made insufficient findings to support its judgment and that
7 the findings it did make were not adequately supported by facts
8 in the record.

9 The bankruptcy court found, among other things, that
10 Mr. Thomas fraudulently concealed certain facts regarding what is
11 known as the "Thomas emerald." The emerald-related fraud
12 findings had adequate support in the record and were sufficient
13 by themselves to support the court's nondischargeability
14 judgment. On that basis, we AFFIRM.

15 **FACTS**

16 Mr. Thomas² was a major investor in Electronic Plastics, and
17 he has conceded that he acted on behalf of Electronic Plastics
18 from time to time. For instance, there is no genuine dispute
19 that Electronic Plastics needed funding and that Thomas met with
20 Kenmark's principal Kenneth Tersini in May and June of 2007 in
21

22 ¹Unless specified otherwise, all chapter and section
23 references are to the Bankruptcy Code, 11 U.S.C. §§ 101-1532, and
24 all "Rule" references are to the Federal Rules of Bankruptcy
25 Procedure, Rules 1001-9037.

26 ²Wendi Thomas did not directly participate in the underlying
27 litigation or in the transactions from which the litigation
28 arose. Furthermore, with the exception of the penultimate
paragraph of this decision, this decision does not purport to
address any concerns directly relating to her interests.
Consequently, throughout the remainder of this decision, we refer
to Mr. Thomas as if he were the sole appellant in this appeal.

1 furtherance of Electronic Plastics' desire to obtain funding from
2 Kenmark. The funding was supposed to tide over Electronic
3 Plastics until it started generating revenue from the sale of its
4 technology product: a biometric "smartcard" with security
5 features and applications that could be modified to suit the
6 needs of individual commercial customers.

7 Kenmark eventually funded \$6.1 million to Electronic
8 Plastics over the course of roughly a year, beginning in June of
9 2007 and ending in May of 2008. Kenmark funded no less than
10 \$4.1 million of the \$6.1 million between October 2007 and May
11 2008, after all of the fraudulent conduct complained of allegedly
12 occurred.

13 Electronic Plastics ultimately was unable to generate any
14 sales of its smartcard, and Kenmark demanded repayment of the
15 \$6.1 million. When neither Electronic Plastics nor Thomas repaid
16 the funds, Kenmark sued Electronic Plastics, Thomas and others in
17 state court.

18 Pursuant to a state court settlement, Mr. Thomas stipulated
19 to entry of a \$4.5 million judgment against himself and in favor
20 of Kenmark if he did not timely make a \$575,000 payment owed
21 under the settlement. Thomas never made the \$575,000 payment.
22 After Thomas commenced his bankruptcy case, Kenmark obtained
23 relief from the automatic stay to permit it to have the
24 stipulated state court judgment entered. The stipulated judgment
25 resolved the issues of Thomas' liability to Kenmark and the
26 amount of that liability but left open the issue of whether
27
28

1 Thomas' debt to Kenmark was nondischargeable.³

2 According to Tersini, Thomas fraudulently concealed and
3 affirmatively misrepresented a number of different matters. For
4 purposes of our decision, the most important nondisclosures
5 concerned a 21,000 carat uncut emerald, known as the "Thomas
6 emerald." Tersini testified that Thomas offered the Thomas
7 emerald as collateral to secure all of the money Kenmark lent and
8 that Thomas executed two promissory notes, a security agreement
9 and a security agreement addendum to document the secured loan
10 transaction. On the other hand, Thomas ultimately claimed that
11 the \$6.1 million Kenmark funded to Electronic Plastics was meant
12 to be an equity investment rather than a loan and that his
13 signatures on the loan documents were forged.

14 The parties agree that they discussed the Thomas emerald and
15 its value before funding occurred. They also agree that Thomas
16 presented to Tersini an appraisal stating that the Thomas emerald
17 was worth \$800 million. According to Tersini, Thomas told him
18 the Thomas emerald was given to him by the owners of a Brazilian
19 mine in gratitude for his efforts in saving the mine by utilizing
20 specialized boring techniques. Tersini further asserted Thomas
21 never disclosed that the same appraiser who gave him the

22
23 ³The original oral settlement agreement terms, stated in
24 open court, provided for entry of judgment against Thomas on
25 Kenmark's two fraud causes of action in the event of nonpayment
26 of the settlement amount. The stipulation for entry of judgment
27 provided for the same thing. Nonetheless, before holding trial
28 on Kenmark's nondischargeability complaint, the bankruptcy court
ruled that the stipulated state court judgment did not have any
preclusive effect on any of the fraud or nondischargeability
questions at issue in the nondischargeability litigation. This
ruling has not been appealed.

1 \$800 million appraisal a few months earlier had given him a
2 \$400,000 appraisal for the same stone. Additionally, Thomas
3 later admitted that he paid \$20,000 for the emerald. On yet
4 another occasion, he stated he paid \$60,000 for it.

5 Tersini testified that he did not learn of the \$400,000
6 appraisal or the various claimed purchase prices until well after
7 he loaned the \$6.1 million to Electronic Plastics. He further
8 testified that, had he known about these facts before funding, he
9 would not have loaned any money against the Thomas emerald.

10 Other nondisclosures Kenmark complained of included: (1) the
11 fact that Electronic Plastics founder, Chief Executive Officer
12 and managing member Michael Gardiner was a convicted felon; and
13 (2) the fact that Electronic Plastics was in the midst of
14 litigation with a company called e-smart over ownership of the
15 technology used in the smartcard. The e-smart litigation had
16 caused Electronic Plastics to incur hundreds of thousands of
17 dollars in attorney's fees, and - as a result of the litigation -
18 Electronic Plastics decided to redesign its smartcard.

19 Thomas testified that Tersini was advised (orally and in
20 writing) of both the Gardiner conviction and the e-smart
21 litigation before the Kenmark funding occurred. On the other
22 hand, Tersini testified that he did not know about either of
23 these facts until after Kenmark had funded the full \$6.1 million.

24 Kenmark also complained of affirmative misrepresentations,
25 particularly concerning the development status of the smartcard.
26 Tersini testified that Thomas advised him the smartcard was fully
27 functional and ready for manufacture. Tersini further maintained
28 that Thomas led him to believe that a Korean bank was ready to

1 sign an order for ten million smartcards and that Thomas' oral
2 misrepresentations were bolstered by Electronic Plastics'
3 business plan, which made similar claims. Thomas testified, in
4 essence, that he was a mere conduit for information from
5 Electronic Plastics to Tersini, that he was not knowledgeable
6 about the technical aspects of the smartcard and that he relied
7 on Electronic Plastics' technical experts to provide him with
8 information regarding the development status of the smartcard.
9 He further denied advising Tersini that a Korean bank was ready
10 to place an order for 10 million smartcards.

11 After a four-day trial, the bankruptcy court orally rendered
12 its findings of fact and conclusions of law in open court. The
13 court stated the basic elements for establishing nondischargeable
14 fraud, as set forth in Turtle Rock Meadows Homeowners Ass'n v.
15 Slyman (In re Slyman), 234 F.3d 1081, 1085 (9th Cir. 2000). The
16 court then made a number of findings regarding the above-
17 referenced nondisclosures.

18 The court suggested that the nondisclosures concerning the
19 Thomas emerald and its value were the most important for purposes
20 of its nondischargeability determination. In fact, of the
21 roughly seven pages of hearing transcript comprising the court's
22 findings, nearly four of those pages concern the issue of the
23 loan and the pledging of the Thomas emerald as security.

24 The court specifically found that Thomas signed the notes,
25 the security agreement, and the addendum to the security
26 agreement - both personally and on behalf of Electronic Plastics
27 - thereby securing their obligation to repay the monies Kenmark
28 lent using the Thomas emerald as collateral. The bankruptcy

1 court opined that Thomas' forgery claim was inconsistent with his
2 response to Kenmark's requests for admissions and with a letter
3 his counsel Joseph Kafka sent Kenmark in response to Kenmark's
4 demand for repayment of the \$6.1 million loan. The forgery claim
5 also was inconsistent with admissions in Thomas' answer to
6 Kenmark's complaint.

7 The bankruptcy court also found that Thomas gave Tersini the
8 \$800 million appraisal for the emerald, but did not share with
9 him the same appraiser's \$400,000 appraisal, which was dated a
10 few months before the \$800 million appraisal. Additionally, the
11 bankruptcy court noted that Thomas made a number of inconsistent
12 statements regarding the purchase price he paid for the emerald
13 (variously, \$20,000 and \$60,000), which in turn were inconsistent
14 with statements he made to Tersini indicating that the emerald
15 was a gift from the mine owners.

16 The bankruptcy court further found that Thomas failed to
17 disclose Electronic Plastics principal Michael Gardiner's felony
18 fraud conviction and its then-pending intellectual property
19 litigation with e-smart.

20 In addition to the nondisclosures, the bankruptcy court
21 found that Thomas presented to Tersini Electronic Plastics'
22 business plan, which contained affirmative misrepresentations
23 regarding the "commercial availability" of the smartcard and
24 regarding Electronic Plastics' "current projects" (1) in Europe
25 for a publicly-traded company; and (2) in Asia for South Korea's
26 largest bank. The only other statement in the bankruptcy court's
27 findings alluding to other affirmative misrepresentations was its
28 rather nebulous comment that "[t]he biometric card was

1 unfortunately not developed or produced as quickly as Kenmark had
2 anticipated, based on the representations made by Mr. Thomas.”
3 Hr’g Tr. (Feb. 8, 2016) at 5:18-20.

4 The bankruptcy court went on to discuss justifiable reliance
5 and the facts in the record supporting its determination that
6 Kenmark justifiably relied on Thomas’ fraudulent conduct.
7 However, there is no discussion of the fraud elements concerning
8 Thomas’ state of mind - whether he knew of the falsity of the
9 misrepresentations when he made them and whether he made them
10 with the intent to deceive.

11 The bankruptcy court entered its judgment determining that
12 Thomas’ \$4.5 million judgment debt to Kenmark is
13 nondischargeable under § 523(a) (2) on February 19, 2016, and
14 Thomas timely appealed.

15 JURISDICTION

16 The bankruptcy court had jurisdiction pursuant to 28 U.S.C.
17 §§ 1334 and 157(b) (2) (I), and we have jurisdiction under
18 28 U.S.C. § 158.

19 ISSUE

20 Did the bankruptcy court commit reversible error when it
21 determined that Thomas’ \$4.5 million judgment debt to Kenmark is
22 nondischargeable under § 523(a) (2) (A)?

23 STANDARDS OF REVIEW

24 Generally speaking, the dischargeability of a particular
25 debt is a mixed question of law and fact, which we review
26 de novo. Peklar v. Ikerd (In re Peklar), 260 F.3d 1035, 1037
27 (9th Cir. 2001). Even so, the bankruptcy court’s findings made
28 as part of its dischargeability ruling are reviewed for clear

1 error. Candland v. Ins. Co. of N. Am. (In re Candland), 90 F.3d
2 1466, 1469 (9th Cir. 1996); Oney v. Weinberg (In re Weinberg),
3 410 B.R. 19, 28 (9th Cir. BAP 2009), aff'd, 407 Fed.Appx. 176
4 (9th Cir. Dec. 27, 2010). Thus, whether a creditor has proven
5 an essential element of a cause of action under § 523(a)(2)(A) is
6 a factual determination reviewed for clear error. Anastas v. Am.
7 Sav. Bank (In re Anastas), 94 F.3d 1280, 1283 (9th Cir. 1996);
8 Am. Express Travel Related Servs. Co., Inc. v. Vinhnee
9 (In re Vinhnee), 336 B.R. 437, 443 (9th Cir. BAP 2005).

10 "A court's factual determination is clearly erroneous if it
11 is illogical, implausible, or without support in the record."
12 Retz v. Samson (In re Retz), 606 F.3d 1189, 1196 (9th Cir. 2010)
13 (citing United States v. Hinkson, 585 F.3d 1247, 1261-62 & n.21
14 (9th Cir. 2009) (en banc)). "Where there are two permissible
15 views of the evidence, the factfinder's choice between them
16 cannot be clearly erroneous." Anderson v. City of Bessemer City,
17 N.C., 470 U.S. 564, 574 (1985). When factual findings are based
18 on credibility determinations, we must give even greater
19 deference to the bankruptcy court's findings. See Anderson,
20 470 U.S. at 575.

21 **DISCUSSION**

22 The bankruptcy court correctly recited the general standard
23 for finding nondischargeable fraud under § 523(a)(2)(A). This
24 standard requires the following elements:

25 (1) misrepresentation, fraudulent omission or deceptive
26 conduct by the debtor; (2) knowledge of the falsity or
27 deceptiveness of his statement or conduct; (3) an
28 intent to deceive; (4) justifiable reliance by the
creditor on the debtor's statement or conduct; and
(5) damage to the creditor proximately caused by its
reliance on the debtor's statement or conduct.

1 In re Weinberg, 410 B.R. at 35 (citing In re Slyman, 234 F.3d at
2 1085).

3 On appeal, Thomas mainly complains that the bankruptcy court
4 made insufficient findings to support its nondischargeability
5 ruling and that the trial record was insufficient to support the
6 findings it did make. We will focus on the nondisclosures
7 pertaining to the Thomas emerald and its value because the
8 bankruptcy court's decision hinged on them. Thomas contends that
9 there was no evidence presented at trial from which the
10 bankruptcy court could have determined what the "true value" of
11 the emerald was at the time Kenmark funded Electronic Plastics,
12 so Kenmark failed to establish: (1) that Thomas made a false
13 statement regarding the emerald's value; and (2) that Thomas knew
14 this value statement was untrue at the time he made it.

15 Thomas misconstrues the nature of his "false statement" in
16 connection with the emerald's value. For purposes of finding
17 nondischargeable fraud, when the charged fraud concerns an
18 undisclosed fact, the undisclosed fact is treated as if the
19 debtor-defendant made an affirmative misrepresentation that the
20 undisclosed fact did not actually exist. Tallant v. Kaufman
21 (In re Tallant), 218 B.R. 58, 65 (9th Cir. BAP 1998) (citing
22 Restatement (Second) of Torts, § 551 (1976)). The Restatement
23 (Second) of Torts can be used to help define the metes and bounds
24 of fraud under § 523(a)(2)(A). Field v. Mans, 516 U.S. 59, 68-70
25 (1995); Apte v. Romesh Japra, M.D., F.A.C.C., Inc. (In re Apte),
26 96 F.3d 1319, 1324 (9th Cir. 1996). In relevant part,
27 Restatement (Second) of Torts, § 551 provides:

28 (1) One who fails to disclose to another a fact that he

1 knows may justifiably induce the other to act or
2 refrain from acting in a business transaction is
3 subject to the same liability to the other **as though he**
4 **had represented the nonexistence of the matter that he**
5 **has failed to disclose**, if, but only if, he is under a
6 duty to the other to exercise reasonable care to
7 disclose the matter in question.

8 Restatement (Second) of Torts § 551(1) (1977) (emphasis added).

9 Under Tallant, Apte and the Restatement (Second) of Torts,
10 § 551, the nondisclosures of the \$400,000 appraisal and the
11 \$20,000 purchase price were the equivalent of Thomas
12 affirmatively representing that he did not have a \$400,000
13 appraisal at the time he sent the \$800 million appraisal to
14 Kenmark and that he did not pay \$20,000 for the emerald. Thomas
15 indisputably knew both of these misrepresentations were untrue at
16 the time he "made" them (i.e., at the time he failed to disclose
17 the true facts). He admitted knowledge of both facts at the time
18 the transaction was entered into.

19 While the bankruptcy court did not specifically find that
20 Thomas failed to disclose facts regarding the emerald with the
21 intent to deceive, the intent finding was implicit in the court's
22 ruling. The court correctly stated the intent element and also
23 held that Kenmark had established all of the elements for a
24 nondischargeable debt under § 523(a) (2) (A) by a preponderance of
25 the evidence. See In re Tallant, 218 B.R. at 66 (inferring an
26 implicit finding from a similar bankruptcy court ruling); see
27 also Wells Benz, Inc. v. United States ex rel. Mercury Elec. Co.,
28 333 F.2d 89, 92 (9th Cir. 1964) ("whenever, from facts found,
other facts may be inferred which will support the judgment, such
inferences will be deemed to have been drawn.").

Meanwhile, the creditor typically is not required to prove

1 justifiable reliance when the fraud charged is premised upon an
2 actionable nondisclosure. See In re Apte, 96 F.3d at 1323;
3 In re Tallant, 218 B.R. at 67-69. Instead, justifiable reliance
4 is presumed, so long as the undisclosed facts were material. Id.

5 As for causation, for the same reasons we construed the
6 bankruptcy court's ruling to include an implicit finding of an
7 intent to deceive, we similarly construe the ruling to include an
8 implicit finding that Thomas' emerald-related nondisclosures
9 induced Kenmark to loan \$6.1 million to Electronic Plastics.⁴
10 There was sufficient evidence in the record to support this
11 implicit finding, inasmuch as Tersini testified that, had he
12 known about the \$400,000 appraisal and the \$20,000 purchase
13 price, he would not have loaned the funds to Electronic Plastics.
14 Nor is there anything in the record to persuade us that the
15 bankruptcy court's implicit causation finding was illogical,
16 implausible or without support in the record.

17 This leaves us with two issues peculiar to fraudulent
18 concealment cases: materiality and duty to disclose. With
19 respect to materiality, a nondisclosure is not actionable under
20 § 523(a)(2)(A) unless it was material. In re Apte, 96 F.3d at
21 1323. A fact is considered material if a hypothetical reasonable
22 person would have considered it important to know before entering
23 into the transaction. Id.; see also Shannon v. Russell
24 (In re Russell), 203 B.R. 303, 312 (Bankr. S.D. Cal. 1996)

25
26 ⁴While Apte and Tallant arguably could be read as entirely
27 displacing the reliance and causation elements in the context of
28 material nondisclosures, we elsewhere have held that this is not
the case. See Hillsman v. Escoto (In re Escoto), 2015 WL
2343461, at *4 n.2 (Mem. Dec.) (9th Cir. BAP May 15, 2015).

1 (elaborating on materiality element and citing additional cases).

2 Here, the bankruptcy court found that the nondisclosures
3 were "important", which was tantamount to a finding that they
4 were material. Furthermore, we agree with this finding. A
5 reasonable person securing a \$6.1 million loan with the emerald
6 would want to know that the same appraiser who appraised the
7 emerald at \$800 million had shortly before appraised it at
8 \$400,000. And a reasonable person also would want to know that
9 the borrower only paid \$20,000 for it.

10 Thomas further contends that he had no duty to disclose.
11 We may look to the Restatement (Second) of Torts, § 551, for help
12 in ascertaining whether a party to a transaction had a duty to
13 disclose. In re Apte, 96 F.3d at 1324. Restatement § 551
14 provides in relevant part:

15 (2) One party to a business transaction is under a duty
16 to exercise reasonable care to disclose to the other
before the transaction is consummated,

17 (a) matters known to him that the other is
18 entitled to know because of a fiduciary or other
similar relation of trust and confidence between
19 them; and

20 (b) matters known to him that he knows to be
21 necessary to prevent his partial or ambiguous
statement of the facts from being misleading; and

22 (c) subsequently acquired information that he
23 knows will make untrue or misleading a previous
representation that when made was true or believed
to be so; and

24 (d) the falsity of a representation not made with
25 the expectation that it would be acted upon, if he
subsequently learns that the other is about to act
26 in reliance upon it in a transaction with him; and

27 (e) facts basic to the transaction, if he knows
28 that the other is about to enter into it under a
mistake as to them, and that the other, because of
the relationship between them, the customs of the

1 trade or other objective circumstances, would
2 reasonably expect a disclosure of those facts.

3 Restatement (Second) of Torts § 551(2) (1977).

4 The bankruptcy court did not make any determination
5 regarding Thomas' duty to disclose, nor is there anything in the
6 bankruptcy court's decision suggesting that the court considered
7 the issue. Nonetheless, on this record, the issue is
8 straightforward enough that we can resolve it without remanding.
9 See, e.g., In re Apte, 96 F.3d at 1324 (resolving duty to
10 disclose issue even though bankruptcy court did not address it).

11 We are convinced that Thomas' emerald-related nondisclosures
12 fall squarely within clause (b) of Restatement (Second) of Torts
13 § 551(2). That clause imposes a duty on a party to disclose
14 additional facts about a matter when the party presents partial,
15 incomplete or ambiguous facts that may mislead the adverse party
16 into thinking that he or she has been told the whole truth about
17 the matter. As explained in the Restatement, "[a] statement that
18 is partial or incomplete may be a misrepresentation because it is
19 misleading, when it [falsely] purports to tell the whole truth
20 When such a statement has been made, there is a duty to
21 disclose the additional information necessary to prevent it from
22 misleading the recipient." Id. at cmt. g; see also Smith v.
23 Duffey, 576 F.3d 336, 338 (7th Cir. 2009) (citing Restatement
24 (Second) of Torts § 551(2) (b) and stating "often [the duty to
25 disclose] arises in the absence of any special relationship -
26 arises just because the defendant's silence would mislead the
27 plaintiff because of something else that the defendant had
28 said").

1 Without a doubt, when Thomas gave the \$800 million appraisal
2 to Tersini, it created the impression that the emerald was worth
3 far more than Kenmark was considering lending to Electronic
4 Plastics. This impression of value seemed complete on its face;
5 in order to prevent it from misleading Kenmark, it was incumbent
6 on Thomas to disclose the \$400,000 appraisal and the \$20,000
7 purchase price, so that Kenmark would have the whole truth
8 regarding the indicia of value readily available to Thomas.

9 There is only one other issue Thomas has raised on appeal
10 implicating the bankruptcy court's reliance on the emerald-
11 related nondisclosures. Thomas argues that the bankruptcy court
12 erred in finding that Kenmark's funding was a loan rather than an
13 equity investment and erred in finding that Thomas agreed to
14 secure the alleged loan with the emerald. The executed loan
15 documents the bankruptcy court found to be genuine and to be
16 signed by Thomas are wholly inconsistent with Thomas' claims. We
17 acknowledge that some of the evidence presented at trial could
18 have been viewed as supporting Thomas' forgery claims - namely
19 Thomas' own unsubstantiated testimony. But the bankruptcy court
20 obviously did not credit Thomas' testimony on this point, and the
21 bankruptcy court's credibility finding was supported by a number
22 of inconsistencies in the factual positions Thomas took over the
23 course of the nondischargeability litigation and in other
24 litigation. At bottom, the conflicting evidence presented might
25 have enabled the court to reasonably view the transaction
26 consistent either with Tersini's testimony or with Thomas'
27 testimony. The bankruptcy court's choice between those two
28 permissible views of the evidence was not clearly erroneous.

1 Anderson, 470 U.S. at 574.

2 In sum, the bankruptcy court did not err in determining the
3 \$4.1 million judgment debt nondischargeable under § 523(a)(2)(A)
4 based on the emerald-related nondisclosures. Analysis of the
5 bankruptcy court's findings regarding the other nondisclosures
6 and misrepresentations would not add significant additional
7 weight to our decision. In our view, those other alleged
8 nondisclosures and misrepresentations were cumulative of and
9 incidental to the bankruptcy court's principal fraud finding,
10 which relied on the emerald-related nondisclosures.

11 Unrelated to his other arguments on appeal, Thomas complains
12 that the bankruptcy court's judgment incorrectly determined that
13 Thomas' judgment debt also is nondischargeable as against Thomas'
14 wife. We see nothing on the face of the judgment to support this
15 interpretation. That being said, we give significant deference
16 to the bankruptcy court's interpretation of its own orders.
17 Rosales v. Wallace (In re Wallace), 490 B.R. 898, 906 (9th Cir.
18 BAP 2013). If Thomas really believes that the judgment is
19 susceptible to his proffered interpretation, he should seek
20 relief from the bankruptcy court in the first instance, in the
21 form of a motion to correct or interpret the judgment.

22 **CONCLUSION**

23 For the reasons set forth above, the bankruptcy court's
24 nondischargeability judgment is AFFIRMED.