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2021 Alexander L. Paskay Memorial Virtual Bankruptcy Seminar

Judicial Roundtable: Table Topics

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Hon. Jeffery W. Cavender

U.S. Bankruptcy Court (N.D. Ga.) | Atlanta

Hon. Roberta A. Colton

U.S. Bankruptcy Court (M.D. Fla.) | Tampa

Hon. Caryl E. Delano

U.S. Bankruptcy Court (M.D. Fla.) | Tampa

Hon. Scott M. Grossman

U.S. Bankruptcy Court (S.D. Fla.) | Fort Lauderdale

Hon. Catherine P. McEwen

U.S. Bankruptcy Court (M.D. Fla.) | Tampa

Hon. Mindy A. Mora

U.S. Bankruptcy Court (S.D. Fla.) | West Palm Beach

Hon. Peter D. Russin

U.S. Bankruptcy Court (S.D. Fla.) | Fort Lauderdale

Hon. Lori V. Vaughan

U.S. Bankruptcy Court (M.D. Fla.) | Orlando

Hon. Michael G. Williamson

U.S. Bankruptcy Court (M.D. Fla.) | Tampa



JUDICIAL PARTICIPANTS:	HOT TOPIC:
Hon. Jeffrey Cavender	"nunc pro tunc" relief after Roman Catholic Archdiocese v. Acevedo Feliciano.
Hon. Robert A. Colton	363 Sale Issues- Short Sales, Disputed Liens, Auctions and Bid Protection
Hon. Caryl E. Delano	Assumption of Unexpired Leases of Non-Residential Real Property.
Hon. Scott M. Grossman	Extending the Section 108 and 546 statutory deadlines under Rule 9006 and the Eleventh Circuit's decision in In re International Administrative Services, Inc., 408 F.3d 689 (11th Cir. 2005)?
Hon. Catherine P. McEwen	How to confirm a Chapter 13 at the 2nd confirmation hearing (**Win a pizza from Judge McEwen)
Hon. Mindy A. Mora	Chapter 11 Cram Down Motions
Hon. Peter D. Russin	Reaffirmation issues - issues that arise when the creditor is delayed in finalizing the agreement and timing issues associated with the entry of the discharge order
Hon. Lori V. Vaughan	Getting Paid – Practical Tips to Improve Your Fee Application."
Hon. Michael G. Williamson	"§ 727(a)(3): When is a Debtor's Recordkeeping Not Good Enough?"

American Bankruptcy Institute

2021 Alexander L. Paskay Memorial Bankruptcy Seminar

March 25-26, 2021

Judicial Roundtable – Reaffirmation Agreements

By: Judge Peter D. Russin and Erin Hoskins, Law Clerk

- I. Why is it important to get reaffirmation agreement issues right?
 - a. Basic concept of reaffirming a debt:
 - i. Upon entry of the discharge, all debts are discharged.
 - ii. However, a lien will survive the discharge (absent action taken to avoid the lien).
 - iii. Therefore, post-discharge, a lender with a security interest in the debtor's property can foreclose the lien.
 - iv. A reaffirmation agreement allows the debtor to retain the property and continue paying the loan that is subject to the security agreement.
 - b. Counsel is often dealing with the most critical assets of a debtor including the debtor's car (which is often the only transportation available to the debtor) and homestead property.
 - c. The law is clear as will be discussed, that once a discharge is entered, it is simply not possible under the bankruptcy code to have a reaffirmation agreement approved.

- d. The impact potentially on the debtor of not being able to enter into a reaffirmation agreement can be devastating.

II. Statute and Rule Governing Reaffirmation Agreements

- a. 11 U.S.C. § 524(c)(1) requires that a reaffirmation agreement be “made before the granting of a discharge.”
- b. FRBP 4008(a) requires that a reaffirmation agreement “be filed no later than 60 days after the first date set for the meeting of creditors under § 341(a) of the Code” and allows “[t]he court [], at any time and in its discretion, [to] enlarge the time to file a reaffirmation agreement.”

III. Case Law Interpreting “made”

- a. *In re LeBeau*, 247 B.R. 537, 539–40 (Bankr. M.D. Fla. 2000)(Williamson, M.)
 - i. Judge Williamson held that the “determination of when a reaffirmation agreement is ‘made’ may turn on extrinsic evidence and general contract principles.”
 - ii. The judge applied “fundamental and basic contract principles” to hold that a reaffirmation agreement is made upon a meeting of the minds demonstrated by acceptance and performance within the terms of the offer, and that such agreement can be demonstrated by evidence other than the reaffirmation agreement.

- iii. The court found that the reaffirmation agreement was “made” prior to the entry of discharge based upon the debtor’s statement of intention, the fact that the agreement was reduced to writing and signed by the creditor, and the debtor commenced performance.
- b. *In re Mausolf*, 403 B.R. 761, 764–65 (Bankr. S.D. Fla. 2009) (Olson, J.)
- i. Judge Olson notes that most courts interpreting the date the agreement is “made” have looked at the date of execution of the agreement.
 - ii. However, the court then agrees with the proposition that under certain circumstances, determining when a reaffirmation agreement was made can turn on extrinsic evidence and general contract principles.
 - iii. Under Florida contract law, a binding contract requires a meeting of the minds through acceptance and performance of the terms of the offer. And all parties must have a common or mutual intent to form a binding contract.
 - iv. "Like any other contract, a reaffirmation agreement is 'made' when the parties to the reaffirmation agreement have a 'meeting of the minds.' If the 'meeting of the minds' occurs prior to the granting of a discharge, the reaffirmation agreement satisfies the requirements of 11 U.S.C. § 524(c)(1). This is true even if the

reaffirmation agreement is not memorialized in a signed writing until after a discharge is granted."

v. The court ultimately determined that the reaffirmation agreement was "made" prior to the entry of discharge based upon a letter from the mortgagee to Debtor's attorney confirming that the mortgagee had the same intent to enter into the reaffirmation agreement that the debtor expressed in his Statement of Intention.

c. [*In re Giglio*](#), 428 B.R. 397, 401–02 (Bankr. N.D. Ohio 2009)

i. Court distinguished *In re LeBeau* based upon the facts because the only party to have indicated an intention to enter the reaffirmation agreement prior to entry of the discharge was the debtor (only the debtor had signed the agreement prior to discharge and the debtor had indicated the intent to reaffirm in the Statement of Intention).

IV. Application of FRBP 4004(c)(2) to defer entry of discharge.

a. [Fed. R. Bankr. P. 4004\(c\)\(2\)](#) states "... on motion of the debtor, the court may defer the entry of an order granting a discharge for 30 days and, on motion within that period, the court may defer entry of the order to a date certain." The rule seems to suggest the deferral can be much longer than 30 days.

b. [*In re Wilson*](#), 567 B.R. 511, 511–12 (Bankr. W.D. Mich. 2017)

- i. Based upon the “strong policy favoring a prompt fresh start,” the court interprets Rule 4004(c)(2) to allow only two deferrals of entry of discharge, the first for 30 days, and the second to “a date certain,” as long as the second motion is filed within the 30 day period.
 - ii. The court notes that the rule does not limit the second extension, and states that” a debtor seeking a second extension would be well advised to ask for a date certain sufficiently far into the future to accommodate the reason for the deferral.”
 - iii. The court ultimately denied debtors’ third motion to defer entry of discharge because the rule only allows the two motions to defer.
 - c. [*In re Kreitner*](#), 2015 WL 7747493, at *1–2 (Bankr. W.D. Mich. Nov. 24, 2015)
 - i. The court denied debtor’s second motion to defer discharge as untimely because it was filed after expiration of the initial 30-day extension.
- V. Revoking a discharge so that the debtor can enter into a reaffirmation agreement is simply not an option.
 - i. Revoking a discharge in order to allow the debtor to enter into a reaffirmation agreement is not included as an option in 11 U.S.C. § 727(d) which provides that “[o]n request of the trustee, a creditor,

or the United States trustee, and after notice and a hearing, the court shall revoke a discharge granted under subsection (a) of this section if—

(1) such discharge was obtained through the fraud of the debtor, and the requesting party did not know of such fraud until after the granting of such discharge;

(2) the debtor acquired property that is property of the estate, or became entitled to acquire property that would be property of the estate, and knowingly and fraudulently failed to report the acquisition of or entitlement to such property, or to deliver or surrender such property to the trustee;

(3) the debtor committed an act specified in subsection (a)(6) (failure to obey orders etc.) of this section; or

(4) the debtor has failed to explain satisfactorily—

A. A material misstatement in an audit referred to in [section 586\(f\) of title 28](#); or

B. a failure to make available for inspection all necessary accounts, papers, documents, financial records, files, and all other papers, things, or property belonging to the debtor that are requested for an audit referred to in [section 586\(f\) of title 28](#).

ii. [*In re Rigal*](#), 254 B.R. 145, 148 (Bankr. S.D. Tex. 2000)

A. Vacating the discharge to allow a debtor to enter a reaffirmation agreement would make sections 524(c) and (d) meaningless.

B. Court also noted that Rule 4004(c)(2) allows a debtor to defer entry of discharge specifically to allow a debtor to enter a reaffirmation agreement and interpreted this rule to imply that the discharge order is final and cannot be “vacated merely to permit the Debtor to enter into a reaffirmation agreement.”

iii. [*In re Clark*](#), 2010 WL 5348721, at *4 (Bankr. E.D.N.Y. Dec. 21, 2010)

A. “the overwhelming majority of cases hold that it is inappropriate to reopen a case in order to vacate a discharge and approve a reaffirmation agreement whether it be under Rule 60(b) or Section 105.”

B. Court stated that sections 524(c) and (d) are rendered meaningless if the court can simply vacate the discharge to allow a debtor to enter a reaffirmation agreement.

VI. Bankruptcy Courts lack jurisdiction to approve reaffirmation agreements once the discharge is entered.

i. [*In re Eastep*](#), 562 B.R. 783, 788 (Bankr. W.D. Okla. 2017)

- A. Bankruptcy courts lacks jurisdiction to approve a reaffirmation agreement once the discharge is entered.
- B. “The majority of courts hold that a reaffirmation agreement made post-discharge is unenforceable.”
- C. Noting that although the reaffirmation “may allow the Debtor to retain possession of the vehicle,” the court cannot “expand the limits of the Bankruptcy Code” and denies a motion to reopen because the requested relief of approval of the reaffirmation agreement was not available to the debtor.

VII. Impact of failure to reaffirm with respect to the debtor’s asset.

- a. [*Bank of America, N.A. v. Rodriguez*](#), 558 B.R. 945 (S.D. Fla. 2016)
 - i. Court held that a debtor who failed to reaffirm a debt, redeem the property, or pay the mortgage, was required to surrender the subject property.
 - ii. Relied on [*Taylor v. AGE Fed. Cred. Union \(In re Taylor\)*](#), 3 F.3d 1512, 1517 (11th Cir. 1993) (superseded by § 524(j)).
- b. [11 U.S.C. § 524\(j\)](#). Subsection (a)(2) does not operate as an injunction against an act by a creditor that is the holder of a secured claim, if--
 - (1) such creditor retains a security interest in real property that is the principal residence of the debtor;

(2) such act is in the ordinary course of business between the creditor and the debtor; and

(3) such act is limited to seeking or obtaining periodic payments associated with a valid security interest in lieu of pursuit of *in rem* relief to enforce the lien.

c. [Alvarez v. Bank of America Corporation](#), 2015 WL 12670510, at * (S.D. Fla. Apr. 17, 2015)

i. Court notes that when a debtor obtains a discharge, retains possession of a mortgaged property, and does not enter into a reaffirmation agreement, the only way to prevent *in rem* foreclosure on the property is to make periodic payments on the mortgage.

d. [In re Steinberg](#), 447 B.R. 355, 358-59 (Bankr. S.D. Fla. 2011) (Kimball, J.)

i. Holds that “[w]hile a debtor cannot force the creditor to accept a non-recourse obligation, the creditor may determine that it prefers to accept a non-recourse obligation so long as the debtor continues to make periodic payments on the debt.”

ii. Determines that 11 U.S.C. 524(j) allows the creditor to pursue that option.

Chapter 11 Cramdown Motions – When, Why, and How?

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Cramdown in Chapter 11:

- The word “cramdown” does not appear in the Bankruptcy Code. What does it mean?
- Section 1129(a) of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan.¹
- Section 1129(a)(8) requires that, with respect to each class of claims or interests:
 - (A) such class has accepted the plan; or
 - (B) such class is not impaired under the plan.
- Impairment is defined in section 1124 as the alteration of “the legal, equitable, or contractual rights to which such claim or interest entitles the holder of such claim or interest.”
- A bankruptcy court may still confirm a plan that does not meet the requirements of section 1129(a)(8) if:
 - “...the plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is impaired under, and has not accepted, the plan.”²
 - “Fair and equitable”, for a secured creditor, means that the plan provides that:
 - the secured creditor retains its liens; and
 - the secured creditor will receive deferred cash payments with a present value equal to the amount of its secured claim; or
 - the sale of the secured creditor’s collateral with the creditor’s lien will attach to the proceeds of sale; or
 - the secured creditor will realize the “indubitable equivalent” of its claim.³
- “Cramdown” allows a chapter 11 plan proponent to confirm a plan over the objection of an impaired class, and usually arises in the context of a class of secured debt which has voted to reject a plan.

¹ 11 U.S.C. § 1129(a).

² 11 U.S.C. § 1129(b)(1).

³ 11 U.S.C. § 1129(b)(2)(A).

Cramdown Motions:

- Cramdown motions put impaired classes on notice that the plan proponent is asking the court to determine whether a plan is fair and equitable, which may be a triable issue.
- Cramdown motions are distinct from other confirmation-related motions, such as motions to value collateral.
- In the Middle District of Florida, it is common to file a motion for cramdown in advance of the confirmation hearing.⁴
 - This type of motion is not provided for in the Bankruptcy Code, the FRBP, or the Local Rules of the U.S. Bankruptcy Court for the Middle District of Florida.
- In other districts, chapter 11 practitioners do not file this type of motion.

Discussion Questions:

1. Have you ever filed a motion for cramdown? If so, when did you file it?
2. What are the benefits and what are the drawbacks of filing a motion for cramdown?
3. At what point during the case is it appropriate to file a motion for cramdown?
4. Under what circumstances should a court conduct argument on a cramdown motion before confirmation?
5. In districts in which motions for cramdown are not filed, how do the parties alert the court and other parties that the issues arising under 1129(b) will need to be addressed either at confirmation or prior to confirmation?

⁴ See, e.g., *In re D & G Investments of W. Florida, Inc.*, 342 B.R. 882 (Bankr. M.D. Fla. 2006).

Sample Cramdown Motion

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In Re:

D & G INVESTMENTS OF
WEST FLORIDA, INC.,

Case No. 8:05-bk-14434-ALP
Chapter 11

Debtor.
_____ /

MOTION FOR CRAMDOWN AS TO J. C. BENEFIELD

Debtor, D & G INVESTMENTS OF WEST FLORIDA, INC., by and through its undersigned attorney, hereby files its Motion for Cramdown pursuant to Section 1129 (B)(1) of the U.S. Bankruptcy Code, as to the following secured creditor:

1. Class III – J. C. Benefield
2. Debtor would seek to cramdown the secured claim of J. C. Benefield to provide for 8% interest per annum to be paid in equal monthly payments of principal and interest with a 20 year amortization and a balloon twenty-four (24) months from the effective date of confirmation.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 14, 2005, a true and correct copy of the foregoing Motion for Cramdown as to J. C. Benefield has been furnished by the CM/ECF system of electronic filing to the following parties:

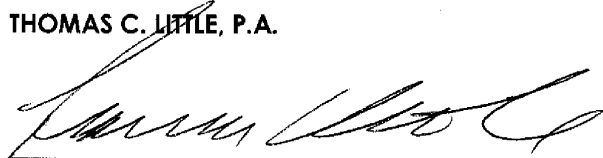
U. S. TRUSTEE
501 E. Polk Street
Suite 1200
Tampa, FL 33602

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Dennis J. LeVine, Esquire
P.O. Box 707
Tampa, FL 33601

THOMAS C. LITTLE, P.A.

A handwritten signature in black ink, appearing to read "Thomas C. Little", written over a horizontal line.

THOMAS C. LITTLE, ESQUIRE
2123 N.E. Coachman Road, Suite A
Clearwater, FL 33765
(727) 443-5773
Florida Bar Number 238783

Faculty

Hon. Jeffery W. Cavender is a U.S. Bankruptcy Judge for the Northern District of Georgia in Atlanta, sworn in on March 2, 2018. Prior to his appointment to the bench, he was a partner in the financial restructuring practice of Troutman Sanders LLP, where he primarily represented corporate debtors and secured lenders in chapter 11 cases and mortgage servicers in consumer-related litigation and bankruptcy matters. Judge Cavender previously was a partner in the bankruptcy group of McKenna Long & Aldridge LLP (n/k/a Dentons LLP) and served as the general counsel for a national mortgage company. He chaired the Bankruptcy Section for the Atlanta Bar Association from 2017-18 and was a member of its board of directors from 2012-18. During Judge Cavender's tenure as chair, the Atlanta Bar Bankruptcy Section was named the national CARE chapter of the year and received the Pro Bono Award for Excellence and the Small Section of the Year Award from the Atlanta Bar. He is an active member of ABI, having previously served on the advisory committee for its Southeast Bankruptcy Workshop. He currently serves as the chair of the Membership Services Committee for the National Conference of Bankruptcy Judges and as an adjunct professor at Mercer University School of Law. Judge Cavender received his undergraduate degree in history *summa cum laude* in 1990 from Berry College, and his J.D. *cum laude* from the University of Georgia School of Law in 1993, where he was a member of the *Georgia Law Review* and was inducted into the Order of the Coif.

Hon. Roberta A. Colton is a bankruptcy judge for the U.S. Bankruptcy Court for the Middle District of Florida in Tampa, the first bankruptcy judge to be appointed under a memorandum of understanding between the Eighth and Eleventh Circuit Courts. She also serves as a member of the mediation team involved in the Puerto Rico PROMESA cases. Prior to taking the bench, Judge Colton practiced at Trenam Law in Tampa, Fla., where she was a shareholder and a member of the firm's Executive Board. Her practice areas included business reorganization, bankruptcy litigation, foreclosure/lender liability, creditors' committees, bankruptcy trustee representation, commercial litigation and bankruptcy asset sales. Prior to joining Trenam Law, she served as a judicial law clerk for Hon. James C. Hill of the U.S. Court of Appeals for the Eleventh Circuit in Atlanta. During her more than 30 years in practice, Judge Colton has been listed in *The Best Lawyers in America* for Bankruptcy & Creditor-Debtor Rights, Bet-the-Company Litigation and Bankruptcy Litigation. She was also featured as a "Tampa Best Lawyer of the Year" in bankruptcy law. Prior to her appointment, Judge Colton was named one of the top 10 *Super Lawyers* in Florida from 2011-16. She has served as Eleventh Circuit Regent for the American College of Bankruptcy, chair of the Local Rules Committee for the U.S. Bankruptcy Court of the Middle District of Florida, and chair of the Grievance Committee of the U.S. District Court for the Middle District of Florida. She also is the former chair of the Florida Bar Business Law Section's Bankruptcy/UCC Committee, as well as the Tampa Bay Bankruptcy Bar Association. Judge Colton has taught numerous CLE programs over the past 20 years, both for the Florida Bar and for bankruptcy programs across the country, on topics ranging from specific bankruptcy and foreclosure issues, workout issues, mediation, and trial and discovery issues. She received her B.A. in commerce with distinction from the University of Virginia in 1979 and her J.D. from William & Mary Law School in 1982, where she served on its law review and was a national moot court finalist.

Hon. Caryl E. Delano is Chief Bankruptcy Judge for the U.S. Bankruptcy Court for the Middle District of Florida in Tampa, initially appointed on June 25, 2008, and named Chief Judge on October 1,

2019. She also was appointed Presiding Judge of the Fort Myers Division in July 2012. Previously, Judge Delano practiced before the bankruptcy courts of the Central District of California for 14 years. In 1994, she returned to Tampa and most recently practiced law with the firm of Addison & Delano, P.A., where she concentrated her practice on bankruptcy and commercial litigation. Judge Delano has represented debtors and creditors in numerous chapter 11 cases and related adversary proceedings. She is a member of The Florida Bar, The State Bar of California, the National Conference of Bankruptcy Judges, ABI, the Business Law Section of The Florida Bar (Executive Council, CLE Committee), the Hillsborough County Bar Association and the Tampa Bay Bankruptcy Bar Association. In addition, she served as the liaison judge to the Middle District of Florida's Local Rules Lawyers' Advisory Committee from 2011-20 and is a member of the National Conference of Bankruptcy Judges Federal Rules Advisory Committee. In 2017, Judge Delano received the Southwest Florida Bankruptcy Professionals Association's Alexander L. Paskay Professionalism Award. In addition, she is the former executive director and past-president of the J. Clifford Cheatwood American Inn of Court. Judge Delano received her B.A. in English *cum laude* in 1976 from the University of South Florida and her J.D. in 1979 from Indiana University School of Law, having completed her final year of law school at Emory University School of Law.

Hon. Scott M. Grossman is a U.S. Bankruptcy Judge for the Southern District of Florida in Fort Lauderdale, appointed in February 2019. He previously was bankruptcy and restructuring attorney and litigator based in Greenberg Traurig, LLP's Ft. Lauderdale and Miami offices, where he represented distressed companies, debtors, trustees, secured and unsecured creditors, landlords, official committees, defendants in insolvency-related litigation, and purchasers of distressed assets. He had worked on bankruptcy cases across various industries, including real estate, hospitality, health care, banking, technology, energy and financial fraud. He also litigated and advised clients on bankruptcy tax issues, Florida's homestead exemption, and fraudulent transfer and preference claims. While primarily involved in chapter 11 reorganizations, Judge Grossman also represented clients in out-of-court workouts and restructurings, chapter 7 liquidations, receiverships, assignments for the benefit of creditors, and insolvency-related litigation. Before that, he was a trial attorney in the Attorney General's Honors Program with the U.S. Department of Justice, Tax Division, where he litigated federal tax controversies in bankruptcy courts and federal district courts. From July 1, 2015, to June 30, 2016, Judge Grossman served as the president of the Bankruptcy Bar Association of the Southern District of Florida. He received his B.S. in 1996 from the University of Florida and his J.D. in 1999 from George Washington University Law School.

Roy S. Kobert is a shareholder in the Orlando and Tampa, Fla., offices of GrayRobinson, P.A., where he focuses his practice in the areas of bankruptcy, creditor/debtor law, lender liability, Article 9 and commercial litigation. He has mediated more than 100 bankruptcy and commercial litigation disputes and is the first Florida graduate of the 40-Hour Bankruptcy Mediation Training Program, jointly sponsored by ABI and the Hugh Carey Center for Dispute Resolution at St. John's University Graduate School of Law. He also is a Supreme Court Certified Circuit Civil Mediator. Ms. Kobert has been Board Certified in Business Bankruptcy Law by the American Board of Certification for over a 15 years, is a former president of the Central Florida Bankruptcy Law Association, and founded the Orlando Chapter of the Credit Abuse Resistance Education (CARE) program. He received both his B.A. and J.D. from the University of Miami.

Hon. Catherine P. McEwen is a U.S. Bankruptcy Judge for the Middle District of Florida in Tampa, appointed by the Eleventh Circuit Court of Appeals on Aug. 22, 2005, and an adjunct professor at Western Michigan University Cooley Law School. She is the first female judge appointed in her district. Prior to becoming a judge, she was in private practice for almost 23 years in Tampa and was a solo practitioner from 2001 until the date of her appointment to the bench. Before opening her solo practice, she was a shareholder of Akerman Senterfitt & Eidson, P.A., formerly known as Moffitt, Hart & Herron, P.A., where she practiced law from 1982-2001 in its Tampa office, concentrating on commercial litigation with an emphasis on representing parties in bankruptcy cases. Judge McEwen was elected into the American Law Institute in 2012. Among her other honors are the Stetson University College of Law Distinguished Alumnus Award (2007), Hillsborough County Bar Association Jimmy Kynes Pro Bono Service Award (2008), the Stetson University College of Law J. Ben Watkins Award (2009), the Florida Association for Women Lawyers Leaders in the Law inaugural class designation (2010), the Tampa Bay Hispanic Bar Association's Luis "Tony" Cabassa Award (2012), the George Edgecomb Bar Association's Delano S. Stewart Diversity Award (2015), the inaugural Florida Supreme Court Chief Justice's Distinguished Federal Judicial Service Award (2016), the Stetson Lawyers Alumni Association Ben C. Willard Award (2016), the University of South Florida Distinguished Alumna Award (2016) and the Bay Area Legal Services Inc. Judge Don Castor Justice Award (2016). In 2017, Judge McEwen was appointed by Chief Justice John Roberts, Jr. to serve a two-year term as the nonvoting bankruptcy judge observer to the Judicial Conference of the United States, which ended on Sept. 30, 2019. Prior to becoming a lawyer, she was a sportswriter from 1975-79 for the *Tampa Tribune* and the *Tampa Times*. Judge McEwen received her B.A. in political science from the University of South Florida in 1979 and her J.D. *cum laude* from Stetson University in 1982.

Hon. Mindy A. Mora is U.S. Bankruptcy Judge for the Southern District of Florida in West Palm Beach, appointed on April 6, 2018. In 2014, she was named a Fellow of the American College of Bankruptcy, and in 2016, in light of her professional achievements in the area of commercial finance, she was named a Fellow in the American College of Commercial Finance Attorneys. She also previously chaired the Business Law Section of The Florida Bar. Previously, Judge Mora was active in the development of Florida's commercial laws, having chaired the Florida Bar Task Force that sponsored the 2007 revisions of the Assignment for the Benefit of Creditors Statute (chapter 727, Florida Statutes); co-sponsored the 1997 revisions to Article 8 and the 1999 revisions to Article 9 of the Uniform Commercial Code (chapters 678 and 679, Florida Statutes); led a task force for the Business Law Section of The Florida Bar on revisions to Florida's foreclosure laws, which resulted in the enactment of Fla. Stat. §702.12; and served on a committee studying the Uniform Commissioner's proposed Uniform Real Estate Receivership Act. She has often lectured and published articles about insolvency, restructuring, and commercial lending. Judge Mora continues to serve on the Eleventh Circuit Council of the American College of Bankruptcy and is a member of the Business Law Sections of the American Bar Association and The Florida Bar, as well as the Association of Commercial Finance Attorneys, the Bankruptcy Bar Association of South Florida, the International Women's Insolvency & Restructuring Confederation, ABI and the National Conference of Bankruptcy Judges, for which she serves on its Technology and New Member Committees. She received her B.B.A. from George Washington University in 1979 and her J.D. from New York University School of Law in 1982.

Hon. Peter D. Russin is a U.S. Bankruptcy Judge for the Southern District of Florida in Fort Lauderdale, appointed on Aug. 14, 2020. Prior to his appointment, he was co-founder and shareholder of Meland Russin Budwick, a boutique commercial litigation and bankruptcy firm in Miami, where he

routinely represented corporate debtors, secured lenders, creditors' committees and trustees in insolvency proceedings and commercial litigation matters. He also counseled clients through out-of-court workouts and private debt restructuring. Judge Russin successfully prosecuted and defended avoidance actions, including preference and fraudulent conveyance actions, in state and federal courts, and he has written and lectured extensively on insolvency and commercial litigation topics. AV-rated Pre-eminent by Martindale-Hubbell, he was listed in *Chambers USA* (2005-16), *Chambers & Partners* for creditors' rights, *The Best Lawyers in America*, as a Top Lawyer in the *South Florida Legal Guide*, and in *Florida Trend's* Legal Elite and *South Florida Super Lawyers*. He is also a past president of the Bankruptcy Bar Association of the Southern District of Florida. Judge Russin received his B.A. with departmental honors in 1985 from Tulane University of Louisiana and his J.D. in 1988 from George Washington University Law School.

Hon. Lori V. Vaughan is a U.S. Bankruptcy Judge for the Middle District of Florida in Orlando, sworn in on Feb. 25, 2020. In moving to the bankruptcy court in Orlando, she returns to sit next to Hon. Karen S. Jennemann, with whom she started her career as a law clerk immediately out of law school. After her clerkship, Judge Vaughan practiced at two law firms. Most recently, she was a shareholder at Trenam Law in Tampa, Fla., and before that, she practiced at Foley & Lardner, the last year of which she spent practicing out of its New York office. Judge Vaughan previously served as president of the Tampa Bay Bankruptcy Bar Association, chair of the Bankruptcy/UCC Committee of the Florida Bar's Business Law Section, and board member for the International Women's Insolvency & Restructuring Confederation. She has also sat on the boards of the USF Financing Corp. and USF Property Corp. Judge Vaughan received her B.A. with high honors from Eckerd College in 1995 and her J.D. with honors from the University of Florida, College of Law in 1998.

Hon. Michael G. Williamson is a U.S. Bankruptcy Judge for the Middle District of Florida in Tampa, initially appointed as bankruptcy judge in March 2000 and as chief judge from 2015-19. He currently serves as co-author of *West's Bankruptcy Law Manual* and as an adjunct professor at Stetson University College of Law, where he teaches bankruptcy law. Judge Williamson began his bankruptcy practice serving as a chapter 7 panel trustee from 1977-79. For the next 20 years, he represented numerous chapter 11 corporate debtors, creditors' committees and trustees in bankruptcy cases pending throughout the state of Florida until his appointment to the bankruptcy bench in 2000. Judge Williamson is past chair of the Committee on Creditors' Rights, Section of Litigation of the American Bar Association, past chair of the Business Law Section of The Florida Bar and that section's Bankruptcy/UCC Committee, and a Fellow of the American College of Bankruptcy. He received his undergraduate degree from Duke University in 1973 and his J.D. from Georgetown University Law Center in 1976.