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Not-So-Obvious Fraudulent Transfers

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PART I. INTRODUCTION – FRAUDULENT TRANSFER BASICS

What is a Fraudulent Transfer?

Fraudulent transfer can be kind of hard to define “[t]he delightful quality of fraud lies in its infinite variety....”¹ By statute, fraudulent transfers are broken down into two general kinds: actually fraudulent transfers - “a transfer made or obligation incurred by a debtor if made with actual intent to hinder, delay or defraud any creditor of the debtor”; and a constructively fraudulent transfers, those made “without receiving a reasonably equivalent value in exchange for the transfer or obligation.” SEE UNIFORM AVOIDABLE TRANSACTIONS ACT (“UATA”)(2014)²; see also 11 USC § 548 (using substantially similar language to define a fraudulent transfer).

What Law Applies to Fraudulent Transfers?

Fraudulent transfers can be attacked directly by a trustee or debtor-in-possession under Section 548 of the Bankruptcy Code (the “Code”), or by asserting the rights of a holder of an allowed unsecured claim under Section 544 of the Code. Though these provisions tend to be similar, they can differ dramatically both as to the statutory language and the applicable case law interpreting those provisions.³

¹ *Carmel v. River Bank America, et al.*, 175 B.R. 671 (Bankr. N.D.Ill. 1994) (quoting Jack F. Williams, REVISITING THE PROPER LIMITS OF FRAUDULENT TRANSFER LAW, 8 Bankr.Rev. J. 55 (1991)).

² Somewhat confusingly in 2014, when the National Conference on Commissioners on Uniform State Laws updated the Uniform Fraudulent Transfer Act, some version of which has been enacted in all but a few states, AK, DE, LA, MD, NY, SC, VA, and VT, they changed the name of the act to the Uniform Avoidable Transactions Act. Though only enacted in one state, Kentucky, the new UATA isn’t that different from the old UFTA, so we’ll cite to it.

³ For example, the definition of insolvency in the Bankruptcy Code for purposes of determining whether a transfer is constructively fraudulent compares the debtor’s debts to the debtor’s nonexempt assets, 11 USC § 101(32). Under the UATA, insolvency is determined comparing the debtor’s debts to both exempt and non-exempt assets. See UATA § 2.

I. Actual Fraud

Given that actual intent is not usually provable by the direct admission during trial of a debtor that the fraudulent scheme did not work, actual fraud is usually proven by proof of the existence of “badges of fraud” to demonstrate the existence of the debtor’s actual fraudulent intent.

A list of these badges is set out in § 4(b) of the UATA. They include, whether the transfer was to an insider, was concealed, was of substantially all of the debtor assets, and whether the transfer took place at or around the time that the debtor incurred a substantial debt. Judge Robert Berger’s decision in *In re Kopp*, 383 B.R. 179, 189 (Bankr. D. Kan. 2008), set out the badges as he analyzed the Kansas trustee’s 544(b) rights when the creditor’s claims arose under Missouri law.

It is important to note that a case based on actual fraud does not require the trustee to prove that the transferee of the property did not provide sufficient value for the asset it obtained. Some defenses may be applicable in that circumstance, but the trustee’s burden does not include proving that element.

II. Constructively Fraudulent Transfers

In the case of constructively fraudulent transfers, there is no need to prove any specific intention regarding the transfer. Rather, the elements of the cause of action turn on the debtor/transferor’s financial status and the value exchanged between the transferor and the transferee. These cases are brought under § 548(a)(1)(B) of the Bankruptcy Code or an equivalent provision under applicable non-bankruptcy law such as § 4(a)(2) of the UATA. The trustee in these cases must show that the debtor/transferor did not receive a reasonably equivalent

exchange for the property it transferred, and that the debtor was insolvent or rendered insolvent by the transfer or was undercapitalized in its business or intended to incur debts beyond its ability to pay as they matured.

The premise of the constructively fraudulent provisions is that insolvent debtors should not be permitted to injure their creditors by squandering the assets that they still have. If the debtor receives a reasonably equivalent value for the property it sells, the debtor's creditors are not injured. Only the makeup of the assets has changed, and the value of those assets is still reasonably equivalent. These provisions prevent debtors from conducting fire sales of their assets to the detriment of their existing creditors.

III. Timing of Transfers

Section 548(d) of the Bankruptcy Code and Section 6 of the UATA provide that transfers occur for purposes of the fraudulent transfer section when the transfer is so perfected that a bona fide purchaser against whom applicable law permits a transfer to be perfected cannot acquire a superior interest in the property.

IV. The "Reach Back" Period – Under the Bankruptcy Code

The vulnerability of fraudulent transfers to avoidance is limited by the time of the transfer relative to the time of the bankruptcy case. Under § 548(a), only those transfers that occur within two years of the date of the filing of the bankruptcy petition are avoidable.

The scope of this reach back effectively extends more than two years in those cases in which the parties to the transfer have failed to perfect the transfer so that the time of the transfer for purposes of § 548 is delayed.

V. The “Reach Back” Period – Under State Law

Section 544 of the Bankruptcy Code empowers a trustee or debtor in possession to bring fraudulent transfer actions under state law if there is a holder of an unsecured claim against the debtor who could, absent the bankruptcy, bring such a case. Section 544(b) allows the trustee to stand in the shoes of that creditor to avoid transfers that the unsecured creditor could avoid under non-bankruptcy law. This is frequently a state’s version of the Uniform Fraudulent Transfer Act (or UATA), which in large part mirrors the language of § 548 of the Bankruptcy Code.

State law usually has a longer reach back period than § 548 of the Bankruptcy Code. While that period is two years, the reach back period under the UFTA (and UATA) is generally four years. So, a recipient of a fraudulent transfer that occurred more than two years before the commencement of a bankruptcy case of the transferor of the property would not be subject to an action by the trustee under § 548 of the Bankruptcy Code, but would be subject to a similar claim under state law. States have a wide range of reach back periods under their fraudulent provision statutes.

VI. The Rule of *Moore v. Bay*⁴

⁴ *Moore v. Bay*, 284 U.S. 4, 4, 52 S. Ct. 3, 3 (1931); see also e.g. *Official Comm. of Unsecured Creditors of Cybergenics Corp. v. Chinery (In re Cybergenics Corp.)*, 226 F.3d 237, 243 (3d Cir. 2000) (Once avoidable pursuant to this provision, the transfer is avoided in its entirety for the benefit of all creditors, not just to the extent necessary to satisfy the individual creditor actually holding the avoidance claim. *citing Moore v. Bay*); *Lippe v. Bairnco Corp.*, 225 B.R. 846, 852 (S.D.N.Y. 1998) (. . . a transfer may be totally avoided even if it was avoidable only by a creditor possessing a minuscule claim, for the trustee’s recovery was not for the benefit solely of the creditor whose rights were assumed, but rather, inured to the estate as a whole, *citing Moore v. Bay*); *DeGiacomo v. Tobins (In re Upper Crust, LLC)*, 554 B.R. 23, 33 (Bankr. D. Mass. 2016) (“Thus, any recovery of fraudulent conveyances pursuant to Section 544 is not limited to the amount of the claim of an individual creditor, but to the full extent of the conveyance. *citing Moore v. Bay.*)

The powers granted under Section 544(b) of the Bankruptcy Code can actually exceed the power of the unsecured creditor whose claim the trustee is using to avoid the transaction. In these cases, the trustee has the power to avoid any transfer that the creditor could have avoided, but the trustee is not limited to avoiding the transfer to the extent of the specific unsecured claim on which the trustee is relying. Rather, the trustee can avoid the transfer to the extent of all of the unsecured claims in the case. So, if a transfer is avoidable by one unsecured creditor with a \$100 claim, the trustee can avoid the entire transfer rather than just recover \$100.

**PART II. NOT SO OBVIOUS OR UNUSUAL FRAUDULENT TRANSFERS
AND SOME TIPS AND TRICKS**

I. Divorce Cases and Fraudulent Transfers

It is not terribly uncommon for some debtors to engage in particularly aggressive asset protection using divorce proceedings. The prototypical situation occurs when one of the married couple incurs a large debt or has a creditor chasing him. The debtor's spouse files for divorce and either a stipulated or default judgment is entered which transfers virtually all the marital property to the debtor's now ex-spouse. This transfer to the ex-spouse has the not-so-incidental effect of protecting the marital property from the debtor's creditors.

Trustees have had some luck in avoiding these kinds of divorce judgments. Courts pretty universally find that they're not precluded by the divorce judgment because they're not in privity with the debtor and because the issues addressed in a divorce are distinct from those in a fraudulent transfer case.

However, when the divorce is actually litigated, there's no allegation of actual fraud or collusion, and it appears that the divorce court reached a decision on the merits, bankruptcy courts become very reluctant to second guess the state court on federalism and comity principles following the reasoning of the Supreme Court's decision in *BFP v. Resolution Trust Corp.*, 511 U.S. 531, 533, 114 S. Ct. 1757, 128 L. Ed. 2d 556 (1994), which held that a foreclosure sale conducted without collusion following the rules of state law was, necessarily made for reasonably equivalent value.

In this sort of constructive fraud case, the court will often find that the trustee can't prove his elements because a transfer effected by such a judgment is, as a matter of state law, for reasonably equivalent value.

In re Fordu, 201 F.3d 693 (6th Cir. 1999)

In 1986, the debtor's wife won the lottery entitling her to payments of about \$20,000 per year for 25 years. In 1991, the debtor and his wife divorced. In the divorce the wife got the marital home and future lottery proceeds. In 1993, the debtor filed for chapter 7 and his trustee filed suit against the debtor's ex-wife seeking to recover the debtor's marital interest in the marital home and lottery proceeds. The bankruptcy court dismissed the trustee's complaint based upon, among reasons, a finding that the trustee was collaterally estopped from challenging the divorce decree. The BAP and 6th Circuit Court of Appeals disagreed with the bankruptcy court and found that a finding by the court granting the divorce that the property division was fair, just, and equitable was not binding on the debtor's chapter 7 trustee because the trustee was not in privity with the debtor and because the fairness of the division was not actually litigated.

Estes v. Titus, 731 N.W.2d 119 (2006)

In August of 2002 Jeff Titus was convicted of two counts of first degree murder and sentenced to life in prison. In November of 2002 Julie Titus, Jeff's wife, filed a petition seeking a divorce from him. Jeff and Julie stipulated to a divorce judgment which awarded Julie substantially all the marital property assertedly in lieu of support for the couple's 17 year old daughter. The trial court held the

division of property could not be avoided as fraudulent transfer. The Michigan Court of Appeals disagreed and held that “. . . an uncontested divorce judgment may be a fraudulent transfer under the UFTA with respect to a creditor of the transferring spouse . . .” *Titus*, 731 N.W.2d at 129.

But see

In re Bledsoe, 569 F.3d 1108 (9th Cir. 2009)

Debtor’s ex-spouse got default divorce judgment against debtor on account of debtor’s misbehavior in the divorce case that gave ex-spouse substantially more value in marital property than the debtor received. Debtor’s chapter 7 trustee sought to avoid transfer of marital property to ex-spouse as fraudulent transfer. Bankruptcy Court, applying Oregon preclusion law where Oregon Courts had specifically addressed the issue (see *Greeninger v. Cromwell*, 140 Ore. App. 241, 915 P.2d 479, 481-82 (Or. Ct. App. 1996)), characterized the avoidance claims as a collateral attack on the divorce judgment and dismissed the trustee’s claim. The 9th Circuit upheld the dismissal and went further. The 9th Circuit noted the United States Supreme Court’s decision in *BFP v. Resolution Trust Corp.*, 511 U.S. 531, 533, 114 S. Ct. 1757, 128 L. Ed. 2d 556 (1994), which held that a foreclosure sale conducted in accordance with state law could never be a fraudulent transfer and was, as a matter of law, an exchange for reasonably equivalent value. Relying on the reasoning of BFP, the 9th Circuit explained “just as ‘reasonably equivalent value’ was an approximate term for purposes of foreclosure sales, so it is for purposes of transfers made under a dissolution judgment” and held that “a state court’s dissolution judgment, following a regularly conducted contested proceeding, conclusively establishes “reasonably equivalent value” for the purpose of § 548, in the absence of actual fraud.”

See also In re Erlewine, 349 F.3d 205 (5th Cir. 2003) (holding trustee not bound by debtor’s divorce decree under preclusion principles, but holding “We are not sure that [precedent] sweeps so broadly as always to prevent a Trustee from challenging a divorce decree under § 548(a)(1)(B). But in this case the only thing that the Trustee can say by way of challenge to the property settlement provided by the divorce decree is that the state court divided the community assets unevenly. Whatever concerns might arise in other cases, the divorce before us--which was fully litigated, without any suggestion of collusion, sandbagging, or indeed any irregularity--should not be unwound by the federal courts merely because of its unequal division of marital property . . .”)

II. Guarantees and Pledges of Collateral for Third Party Debts

Guarantees

A guarantee is part of a three-party transaction: the lender extends credit to the obligor in return for the promise of both the obligor and the guarantor to repay the loan. The grant of a guaranty is for the benefit of both the non-debtor obligor and the lender.

Pledges of Collateral for Third Party Debts

The pledges of collateral which can be avoided as fraudulent transfers are also three party transactions: a lender extends credit to the obligor in return for the pledge of collateral by a third party pledgor. Like the guaranty situation. Both the non-debtor obligor and lender benefit from the pledge of collateral.

Avoiding Guarantees and Pledges

Often these transactions will be quite legitimate and innocent. They're not generally going to be intended to shield a debtor's assets from a particular creditor, though they certainly can be. *Redmond v. SpiritBank (In re Brooke Corp.)*, 541 B.R. 492, 516 (Bankr. D. Kan. 2015) included with the materials has an excellent analysis of how the elements of fraudulent transfer are applied to these sorts of transactions.

Generally speaking, the gravamen of claims like these is that the debtor has given something valuable, her guarantee or a lien in her property, and gotten nothing in exchange. Rather the benefit has been given to the obligor. Like other

fraudulent transfers, such a transaction diminishes the pool of funds available to pay the debtor's creditors and is consequently avoidable.

These sorts of claims are almost never brought in consumer cases which is a shame because they can be quite useful.

Benefit of Avoiding these Sorts of Transfers in Consumer Cases

It's obvious why a consumer debtor or trustee would want to avoid grants of liens in the debtor's property. It frees up value for the benefit of the estate and debtor. But why bother with avoiding guaranty obligations? There are two circumstances where this could be of considerable benefit to a debtor.

First, a fraudulent transfer action may be a way for the debtor to get rid of some nondischargeable debts. A student loan guarantee, made nondischargeable under section 523(a)(8), could well be avoidable. As could potentially various kinds of tort obligations nondischargeable under various subsections of section 523. *See* Charles W. Mooney, Jr., Judgment Proofing, Bankruptcy Policy, and the Dark Side of Tort Liability Faculty Scholarship at Penn Law 1289 (pointing out tort liability meets all the elements of constructive fraudulent transfer);

Second, in the chapter 13 context, avoidance of a claim might be used to change the mix of debtor's claims to the debtor's benefit. For example, a debtor might avoid his guarantee of another's home loan, or pledge of his property for the debt of another in order to free up space to pay his own nondischargeable student loan.

Indirect Benefit Rule

In evaluating cases where a debtor didn't receive anything directly in exchange for the value it gave, it is important to be aware of the indirect benefit rule, a court-developed doctrine that permits the element of constructive fraudulent

transfer which requires that the debtor receive “reasonably equivalent value in exchange for the transfer or obligation” to be met where the value to the debtor

. . . come[s] indirectly through benefit to a third person If the consideration given to the third person has ultimately landed in the debtor's hands, or if the giving of the consideration to the third person otherwise confers an economic benefit upon the debtor, then the debtor's net worth has been preserved, and [the statute] has been satisfied -- provided, of course, that the value of the benefit received by the debtor approximates the value of the property or obligation he has given up.

Rubin v. Mfrs. Hanover Tr. Co., 661 F.2d 979, 991 (2d Cir. 1981)

III. Family Transactions

Reasonably Equivalent Value

In Section 548 actions it is typically very clear what the debtor transferred away. However, it is not always as clear what the debtor received in exchange. Some challenging issues in regard to potential Section 548 claims are lurking in determining if a debtor received reasonably equivalent value in exchange for property transferred to family members. Many debtors understandably feel that a transfer to a loved one is a moral obligation, but the Code does not protect those transactions. Love and affection will not constitute reasonably equivalent value. *Zubrod v. Kelsey (In re Kelsey)*, 270 B.R. 776, 780 (10th Cir. BAP 2001). Instead the value must be quantifiable. *Id.* at 782.

Consider the timing of the transfer and not only what the debtor received in exchange, but when the debtor received value. The date for determining

reasonably equivalence is the date of the transfer.” *Lisle v. John Wiley & Sons, Inc.* (*In re Wilkinson*, 319 B.R. 134, 138 (Bankr. E.D. Ky. 2004). Value “does not include an unperformed promise to furnish support to the debtor or to a relative of the debtor and not a promise of future benefit. . . .” 11 U.S.C. § 548(d)(2)A) See *In re Martin*, 2021 WL 150446 (Bankr. N.D. Ohio 2021) (promise by debtor’s fiancé to pay taxes or penalty for early withdrawal of debtor’s IRA not enforceable under Ohio law).

In the context of tuition payments paid by a debtor for the debtor’s child, the *DeGiacomo v. Sacred Heart University (In re Palladino)*, 942 F.3d 55,59 (1st Cir. 2019) ruled that reasonably equivalent value does not include intangible, emotional, and non-economic benefits.

Claims Against the Person for Whose Benefit Transfer Was Made

550(a) – allows the entry of judgments on fraudulent transfer claims not just against the recipient of the fraudulent transfer, but against the person for whose benefit the fraudulent transfer was made

A little remarked upon provision in Section 550 of the Bankruptcy Code, the provision that details how fraudulent transfers are recovered, can be perilous for consumer debtors.

Section 550(a) provides that:

to the extent that a transfer is avoided under section 544, . . . 548 . . . of this title, the trustee may recover, for the benefit of the estate, the property transferred, or, if the court so orders, the value of such property, from—

(1)the initial transferee of such transfer *or the entity for whose benefit such transfer was made*;

11 USC § 550(a) (emphasis added).

The classic example of an "entity for whose benefit a transfer was made" is a guarantor who receives a benefit but not the money. *In re Finley, et al.*, 130 F.3d 52, 57 (2d Cir. 1997) (holding that the "entity for whose benefit" includes entities that benefit as guarantors of the debtor without receiving the funds).

So, for example where a debtor pays his family members' bills directly, the family member whose bills have been paid can be held liable for those payments under Sections 548 and 550

Asset Protection

Many types of exemptions are exemptions of third parties obligations to a debtor. For example, debtors may exempt IRA accounts, which are often legally defined debts owed debtors by financial institutions. Similarly, many states permit the exemption of the cash value of whole life insurance policies.

The transfers which create and fund these sorts of assets can be avoided as fraudulent – proving them constructively fraudulent can be difficult because the debtor often receives value in exchange which is almost certainly reasonably equivalent to that put in – but may not be for some sorts of assets, particularly those where the debtor's spouse or children also share in the benefits.

More likely, such transfers can be avoided as actually fraudulent like in the *In re Pulliam* case included in the materials.

In Pulliam, the debtor cashed out an IRA he had with the financial company and received a check, intending to repay a debt he owed his father-in-law. However, his father-in-law wouldn't take the check. The debtor consulted with a bankruptcy lawyer, used the funds to create an IRA and then filed for chapter 7 ten days later. The court avoided the transfer as actually fraudulent.

In re Pulliam, 279 B.R. 916 (Bankr. M.D. Ga. 2002)

See also *Tompkins Cty. Tr. Co. v. Gowin*, 163 Misc. 2d 418, 419, 621 N.Y.S.2d 476, 478 (NY Sup. Ct. 1994)

Three days prior to a trial in which the debtor going to be held liable for a mortgage deficiency, the debtor cashed out a \$100,000 investment account and transferred it to his retirement fund. The transfer was avoided as actually fraudulent

IV. Fraudulent Transfer Statute of limitations

Disclosure

Generally, the statute of limitations for a fraudulent transfer action is two years under section 548 of the Bankruptcy Code or two to four years under one of the state acts. The time for a trustee to bring a Section 548 or 544 action also expires when the case is closed if there was proper disclosure. In *Kopp*, Judge Berger found that under the terms of Section 350(b), a case may be reopened to “restore the trustee’s avoidance powers when the debtor is shown to have failed to adequately disclose a material fact to the trustee.” 383 B.R. at 186. In *Kopp* the debtor disclosed a “Petition for Damages” in his statement of financial affairs, but failed to disclose that it included claims under the Missouri UFTA. Only after the bankruptcy case was closed and the state court case was dismissed (without the trustee’s knowledge or involvement), did the trustee learn of the facts related to the debtor’s prepetition transfer of the majority of his assets to his mother for no

consideration. Judge Berger found the trustee's adversary timely even though it was filed after the case had been closed based on the debtor's failure to make an adequate disclosure of the Section 544 claim. *Id.* at 185-188.

Extension by Application of other Federal Statutes

Several courts, applying reasoning analogous to that of the rule of *Moore v. Bay* have held that trustees can take advantage of a special ten year statute of limitations available to the Internal Revenue Service under 26 USC § 6502 and where the debtor owes tax claims incurred within ten years of the commencement of the debtor's case.

Section 544(b) permits trustees to:

avoid any transfer of an interest of the debtor in property or any obligation incurred by the debtor that is voidable under applicable law by a creditor holding an unsecured claim that is allowable under section 502 of this title

So, where the debtor owes a tax to the IRS, the trustee gets to step into the IRS's shoes and pursue fraudulent transfers with a much longer statute of limitations. See *In re Kipnis*, 555 B.R. 877, 881 (Bankr. S.D. Fla. 2016). The same is true for other federal agencies as 28 U.S.C. § 2415 provides for a six-year statute of limitations to collect on a debt owed to the government and 28 U.S.C. 2416 tolls that period during the time when "facts material to the cause of action were not known and could not have been reasonably been known by an official of the United States charges with the responsibility to act in the circumstance" 28 U.S.C. § 2416(c).

Faculty

Patricia E. Hamilton is a partner with Stevens & Brand, L.L.P. in Lawrence, Kan. Prior to joining the firm, she practiced in Topeka, Kan., with Wright, Henson and in Kansas City and Overland Park with the firm of Stinson Morrison Hecker. Ms. Hamilton's practice focuses on bankruptcy, commercial law, debtor/creditor rights and banking law. She is listed in *The Best Lawyers in America* and was named its 2018 and 2021 Topeka Bankruptcy, Creditor/Debtor Rights and Insolvency Lawyer of the Year. Ms. Hamilton is licensed to practice law in Kansas and Missouri and has represented numerous parties in the bankruptcy courts in Kansas and Missouri, including chapter 7 and 11 trustees, unsecured creditors' committees, liquidating trustees, and creditors holding secured and unsecured claims. Since 2004, she has served as a chapter 7 bankruptcy trustee for the District of Kansas. In November 2008, Ms. Hamilton served on the faculty for the U.S. Trustee's bankruptcy trustee training seminar at the National Advocacy Center in Columbia, S.C., and in the spring of 2010, she served as an adjunct professor at Washburn University School of Law for the Debtor Creditor Relations class. She is a member of the American Bar Association and the Kansas Bar Association, for which she served as president of its Bankruptcy & Insolvency Section from 2020-21. Ms. Hamilton is also a member of the Missouri Bar, National Association of Bankruptcy Trustees and ABI, and sits on various advisory board seats for the Kansas City Bankruptcy Bar Association, the Topeka Area Bankruptcy Council and the Kansas Women Attorneys Association. She received her B.A. *summa cum laude* in 1983 from Washburn University and her J.D. *cum laude* in 1987 from Washburn University School of Law. She clerked for Hon. John T. Flannagan from 1990-96.

Hon. Mitchell L. Herren is a U.S. Bankruptcy Judge for the District of Kansas in Wichita, sworn in July 2020. His 33 years prior to the bench included practice with a litigation firm in Kansas City, serving as in-house litigation counsel for a large energy company, then returning to private practice for 18 years with a Wichita-based firm, where he served seven years as a managing member and represented clients ranging from individuals to large companies, with a focus on commercial litigation. Judge Herren is a Fellow of the Litigation Counsel of America and the American Bar Foundation. He received his J.D. from the University of Missouri at Kansas City School of Law.

Victor F. Weber is a partner with Merrick, Baker, & Strauss, P.C. in Kansas City, Mo., where he's practiced since being admitted to the bar in 2005. He focuses on representation of debtors, creditors, trustees and other interested parties in bankruptcy cases, as well as receiverships, workouts and collection matters. Mr. Weber began serving as a chapter 7 bankruptcy trustee for the Western District of Missouri in 2020. He received his B.A. *cum laude* in economics from Boston College in 1998 and his J.D. from Vanderbilt University Law School in 2005.