



AMERICAN
BANKRUPTCY
INSTITUTE

Alexander L. Paskay Memorial Bankruptcy Seminar

Consumer

Treatment of Personal Property During Bankruptcy

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Is the Estate Green?

Treatment of Personal Property in Bankruptcy

ABI's 2025 Alexander L. Paskay Memorial Bankruptcy Seminar

Moderator: The Honorable Lori V. Vaughan

Panelists: Ryan E. Davis, David W. Fineman, & Robert Furr

Headmistress and owner of Shiz University with her husband, the Great Wizard, Madame Morrible was dancing through life for decades before her secret was uncovered: she personally trained the Wicked Witch of the West. Once the Ozians discovered that Madame Morrible trained the wicked witch in the ways of sorcery, enrollment at Shiz University plummeted, reducing her income substantially. It was just a matter of time before the Bank of Oz sued Madame Morrible on her note, obtained a judgment forcing her to file bankruptcy. Following judgment, the Bank of Oz garnished Madame Morrible's Joint bank account and served Shiz University with a continuing writ of garnishment, to garnish her wages as headmistress. Additionally, the Bank of Oz obtained a writ of execution and had the sheriff of Oz execute upon Morrible's assets. The sheriff of Oz and a Bank of Oz representative located Morrible shopping at Publix and seized her sleek, but damaged, green 2024 convertible BMW and magic wand, while Bank of Oz's representative shouted, "You'll never go home. You'll never go home. You'll never go home."

Although no longer popular, Madame Morrible initially filed a Subchapter V, believing everybody deserves the chance to fly. Shiz University's campus is by chance located on top of a lot of rare earth minerals making the property quite valuable. After the bankruptcy filing, Madame Morrible's attorney immediately demanded that the Bank of Oz dissolve the writs as a violation of the stay. Refusing to reverse this spell, the Bank contended that it waved its magic wand pre-petition. Loathing the Bank, Madame Morrible's attorney moved for sanctions against Bank of Oz for violations of the automatic stay.

QUESTIONS

- ▶ Did Bank of Oz have an affirmative duty to release the garnishments against the bank account?
- ▶ Must Bank of Oz release the continuing writ of garnishment?
- ▶ Is a motion for sanctions the appropriate method to force Bank of Oz to release the continuing writ?
- ▶ How about the writ of execution on the BMW?



Garnishment – “No One Mourns the Wicked”

- ▶ Section 362(a)(3)
- ▶ *City of Chicago v. Fulton*, 592 U.S. 154 (2021)
 - ▶ Impounded vehicle
 - ▶ No stay violation for maintaining status quo
 - ▶ Limited to (a)(3)
- ▶ *In re Namen*, 649 B.R. 603 (Bankr M.D. Fla. 2023)
 - ▶ Court ordered creditor to release prepetition garnishment
 - ▶ Creditor refused
 - ▶ Court found willful violation of automatic stay
- ▶ Rule 7001(1)
 - ▶ Should a stay violation be brought by motion or adversary proceeding?
 - ▶ How about contempt of discharge injunction?
 - ▶ *In re McLean*, 794 F.3d 1313, 1326 (11th Cir. 2015).

“They’re Just Shoes, Elphie, Get Over It”

- ▶ Rule 7001 - The following are adversary proceedings:
- ▶ **(a)** a proceeding to recover money or property--except a proceeding to compel the debtor to deliver property to the trustee, a proceeding by an individual debtor to recover tangible personal property under § 542(a), or a proceeding under § 554(b), § 725, Rule 2017, or Rule 6002;
- ▶ In *Fulton*, Justice Sotomayor said formal adversary proceedings can be too time consuming in forcing turnover
- ▶ How strictly is this list in FRBP 7001 enforced?
- ▶ In *re McLean*, 794 F.3d 1313, 1326 (11th Cir. 2015)
 - ▶ Contempt for violation of discharge injunction

Because no one mourns the wicked, the Subchapter V case ultimately failed and the case converted to a Chapter 7 liquidation. The Chapter 7 Trustee, Tin “Tin Man” Woodman, saw nothing but green and knew this would be a good case from the start. On a quest for the jeweled shoes, Tin Man probed mightily at the 341 Meeting of Creditors without too much success other than the BMW and the magic wand, both of which Madame Morrible claimed as exempt.

QUESTIONS

- ▶ What is the appropriate methodology for valuing the vehicle?
 - ▶ Is it the same as valuing a secured claim?
- ▶ Is any part of the motor vehicle exempt?
- ▶ What exemptions might apply to the magic wand?

Valuation of Personal Property - “Defying Gravity [if only...]”



- ▶ Section 522
 - ▶ FMV on the date of filing of the petition or
 - ▶ Date property becomes property of the estate
- ▶ Does § 522 apply to state exemptions?
 - ▶ *See In re Summerell*, 194 B.R. 818, 824-25 (Bankr. E.D. TN 1996)

Exemptions – “There’s no place like home, [especially if home is Florida]”

- ▶ Florida is an “Opt-Out” state. 11 U.S.C. § 522(b); Fla. Stat. 222.20 (2024).
 - ▶ As of July 1, 2024, exemption for single motor vehicle is \$5,000
- ▶ But see Fla. Stat. 222.201 (2024)
 - ▶ Property listed in 11 U.S.C. § 522(d)(10)
 - ▶ Social security benefit, unemployment compensation, veteran’s benefits, etc.



Tin Man knew it was time to trust his instincts and served 2004 subpoenas on Madame Morrible, Shiz University, the Great Wizard and her banks. Bank of Emerald City produced a statement of an undisclosed account, reflecting a balance of \$50,000. Madame Morrible responded by claiming the account to be exempt as tenancy by the entirety property and muttering, “you can’t pull me down.” During his investigation, Tin Man reviewed the signature card, which expressly indicated that the account was held in tenancy by the entireties with Madame’s husband the Great Wizard. Learning that the signature card was executed when the Great Wizard added the wife to the account, Tin Man objected to the exemption, exclaiming “you’re not as powerful as you think.”

QUESTIONS

- ▶ Is the Emerald City bank account exempt as tenancy by the entireties?
- ▶ If a bank account lacks a designation, can it still be deemed as exempt as tenancy by the entireties?



TBE Bank Accounts used to be Popular until...

- ▶ In *Beal Bank*, the Court held that:
 1. A presumption that a joint spousal account is owned as TBE arises when the account is in the name of husband and wife and the six unities are present, unless there is a statement on the signature card expressly disclaiming TBE;
 2. An express designation on a signature card that the account is held as TBE ends the inquiry as to the form of ownership;
 3. If a signature card does not expressly disclaim a tenancy by the entireties form of ownership, and the account is not expressly designated as a TBE account, then a rebuttable presumption arises that a TBE account exists provided that all other unities are present.
 4. No presumption of TBE arises when the signature card expressly states that the account is not owned as TBE and expressly designates a different type of ownership.
 5. An express disclaimer of TBE on the signature card ends the inquiry as to whether a TBE account was intended.

Beal Bank v. Almand & Assocs., 780 So. 2d 45 (Fla. 2001).

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- A woman with blonde hair, wearing a pink floral dress, is holding a black witch hat. She is looking towards the camera with a slight smile. The background is a warm, textured wall.

[illegible]

Compass WFE830 COMPASS BANK PERSONAL DEPOSIT ACCOUNT SIGNATURE CARD

Date: _____ Prepared By: _____ (Print Name, Title & Contact Center)

(A) NEW ACCOUNT () NAME CHANGE () ADD CUSTOMER () APPOINT SUCCESSOR CUSTODIAN (ALFL ONLY)
() CANCELLATION OF TAXPAYER IDENTIFICATION NUMBER () REMOVE CUSTOMER

ACCOUNT NAME (S): _____ PRIMARY OWNER SSN: _____ BANK NO.: _____ ACCOUNT NO.: _____

PAY OR DEATH ACCOUNT BENEFICIARY (NAME ONLY) DESIGNATION: _____

Name: _____

ACCOUNT AGREEMENT: By signing below, I/we acknowledge and agree that this account is and shall be governed by the terms and conditions set forth, as amended from time to time, in the Compass Bank Account Agreement, the Disclosure for Interest Bearing Consumer Accounts and/or the Disclosure for Non-Interest Bearing Consumer Accounts. Furthermore, I/we acknowledge the receipt of these documents. By signing below, I/we also acknowledge and agree that the signature(s) will serve as authorization for any transaction, by any signer, in connection with this account, and as the endorsement set forth below of the taxpayer identification number to which this account interest is reported.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION
(Refer to the Disclosure Booklet for Consumer Accounts for a complete explanation of Backup Withholding Regulations.)

Under penalties of perjury, I certify that:

1. The Internal Revenue Service has not advised me that I am currently subject to backup withholding unless I check this block. ☐
2. I am a U.S. person (including a U.S. resident alien) unless I check this block. ☐
3. The Social Security Number shown above is the correct Taxpayer Identification Number for tax reporting purposes. OR
I have applied for a Social Security Number (if number is not provided within 60 days, the account will be closed. If a withdrawal of \$500 or more is made prior to the Bank's receipt of this number, the Bank will withhold 28% from interest payments.) OR
All owners of this account are nonresident aliens and each owner has provided the appropriate completed Form W-8.

Designation of Death (Select one):
☐ Individual - On the death of the individual owner, ownership passes as part of the individual owner's estate.
☐ POD (Payable on Death) - On the death of an individual owner, ownership passes to one or more beneficiaries or to one or more owners during their lifetime, and on the death of all owners to one or more beneficiaries. If owner wishes the Bank to withhold 28% from interest payments on the account after death, owner must check this block. ☐ Joint with Right of Survivorship - The parties to the account own the account in proportion to their net contribution to the account. The Bank may pay any sum in the account to any party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties and not to the deceased party's estate.
☐ Joint with Right of Survivorship - NOT AVAILABLE IN ALABAMA OR FLORIDA - The parties to the account own the account in proportion to their net contribution to the account. The Bank may pay any sum in the account to any party at any time. On the death of a party, the party's ownership of the account passes as part of the deceased party's estate under the party's will or by intestacy.
☐ FLORIDA ONLY AND HUSBAND AND WIFE ONLY - Compass Bank does not offer account ownership in the form of Joint Tenants with the right of survivorship, unless Tenants by the Entirety is specifically designated.

ACCOUNT NAME (S): _____ PRIMARY OWNER SSN: _____ BANK NO.: _____ ACCOUNT NO.: _____

THIS REPLACES ALL PREVIOUS SIGNATURE CARDS ON FILE THAT ARE DATED PRIOR TO: _____ (DATE REQUIRED)

1. SSN: _____ Signature: _____ Primary ID w/ Expiry Date: _____ Secondary ID w/ Expiry Date: _____
ID Type: _____ ID Number: _____ ID Origin: _____ Issue Date: _____ Exp. Date: _____
2. SSN: _____ Signature: _____ Primary ID w/ Expiry Date: _____ Secondary ID w/ Expiry Date: _____
ID Type: _____ ID Number: _____ ID Origin: _____ Issue Date: _____ Exp. Date: _____
3. SSN: _____ Signature: _____ Primary ID w/ Expiry Date: _____ Secondary ID w/ Expiry Date: _____
ID Type: _____ ID Number: _____ ID Origin: _____ Issue Date: _____ Exp. Date: _____

() Signature Check Card requested () New Card () Selecting Card

Compass WFE830 COMPASS BANK PERSONAL DEPOSIT ACCOUNT SIGNATURE CARD

Date: _____ Prepared By: _____ (Print Name, Title & Contact Center)

(A) NEW ACCOUNT () NAME CHANGE () ADD CUSTOMER () APPOINT SUCCESSOR CUSTODIAN (ALFL ONLY)
() CANCELLATION OF TAXPAYER IDENTIFICATION NUMBER () REMOVE CUSTOMER

ACCOUNT NAME (S): _____ PRIMARY OWNER SSN: _____ BANK NO.: _____ ACCOUNT NO.: _____

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Name: _____

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(Refer to the Disclosure Booklet for Consumer Accounts for a complete explanation of Backup Withholding Regulations.)

Under penalties of perjury, I certify that:

1. The Internal Revenue Service has not advised me that I am currently subject to backup withholding unless I check this block. ☐
2. I am a U.S. person (including a U.S. resident alien) unless I check this block. ☐
3. The Social Security Number shown above is the correct Taxpayer Identification Number for tax reporting purposes. OR
I have applied for a Social Security Number (if number is not provided within 60 days, the account will be closed. If a withdrawal of \$500 or more is made prior to the Bank's receipt of this number, the Bank will withhold 28% from interest payments.) OR
All owners of this account are nonresident aliens and each owner has provided the appropriate completed Form W-8.

Designation of Death (Select one):
☐ Individual - On the death of the individual owner, ownership passes as part of the individual owner's estate.
☐ POD (Payable on Death) - On the death of an individual owner, ownership passes to one or more beneficiaries or to one or more owners during their lifetime, and on the death of all owners to one or more beneficiaries. If owner wishes the Bank to withhold 28% from interest payments on the account after death, owner must check this block. ☐ Joint with Right of Survivorship - The parties to the account own the account in proportion to their net contribution to the account. The Bank may pay any sum in the account to any party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties and not to the deceased party's estate.
☐ Joint with Right of Survivorship - NOT AVAILABLE IN ALABAMA OR FLORIDA - The parties to the account own the account in proportion to their net contribution to the account. The Bank may pay any sum in the account to any party at any time. On the death of a party, the party's ownership of the account passes as part of the deceased party's estate under the party's will or by intestacy.
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ID Type: _____ ID Number: _____ ID Origin: _____ Issue Date: _____ Exp. Date: _____
2. SSN: _____ Signature: _____ Primary ID w/ Expiry Date: _____ Secondary ID w/ Expiry Date: _____
ID Type: _____ ID Number: _____ ID Origin: _____ Issue Date: _____ Exp. Date: _____
3. SSN: _____ Signature: _____ Primary ID w/ Expiry Date: _____ Secondary ID w/ Expiry Date: _____
ID Type: _____ ID Number: _____ ID Origin: _____ Issue Date: _____ Exp. Date: _____

() Signature Check Card requested () New Card () Selecting Card



“Dancing Through Life” with more TBE exemptions

- ▶ Real property
 - ▶ Conveyance to husband and wife creates TBE absent express language showing contrary intent. *Beal Bank*, 780 So. 2d at 54.
- ▶ Car titles
 - ▶ Creation of TBE
 - ▶ Intention to create an estate by the entireties
 - ▶ Registration in the names of husband and wife
 - ▶ “And” vs. “Or”
 - ▶ *In re Daniels*, 309 B.R. 54 (Bankr. M.D. Fla. 2004)
- ▶ Joint ownership of LLCs
 - ▶ As long as the requisite unities are present, it is likely that a married couple can own an interest in an LLC as TBE.
 - ▶ *Se Prop. Holdings, LLC v. McElheney*, No. 5:12cv164-MW/EMT, 2016 U.S. Dist. LEXIS 193479, at *11-14 (N.D. Fla. May 7, 2016).

The subpoenas also revealed paperwork showing Madame Morrible's daughter had a 50% ownership interest in Shiz University. Assuming this was just a sham, Tin Man, with his seemingly unlimited power, followed the yellow brick road and moved to turn over the daughter's interest in the university to the bankruptcy estate. In response, Madame Morrible argued that her daughter always had the 50% interest and contended that the Tin Man has no real power. Trying to defy gravity, Tin Man argued that the daughter was merely a nominee for Madame Morrible and that the 50% interest was subject to turnover. The other 50% of Shiz is owned by an LLC purportedly owned by both Madama and the Great Wizard, though no one can find any documentation of ownership.

After flying off the handle in open Court, Madame Morrible shouted, "I hope you're happy in the end." Disgustified by it all, the Court declared, "I am Oz, the great and powerful" and these shenanigans must end!

QUESTIONS

- ▶ Is the daughter's interest in Shiz University subject to turnover?
- ▶ What factors do courts consider in declaring someone a nominee?

Nominee Factors: Who is behind the “Great and Powerful” Wizard of Oz?

- ▶ *In re Dordevic*, 67 F.4th 372 (7th Cir. 2023)
 - ▶ Close personal relationship
 - ▶ Little or no consideration
 - ▶ Timing of naming of the property
 - ▶ Whether the conveyance was recorded
 - ▶ Level of control by transferor
- ▶ Turnover vs. Fraudulent Transfer
 - ▶ Can we do it by motion or do we need an adversary proceeding?
 - ▶ *Reed v. Nathan*, 558 B.R. 800 (E.D. MI)
 - ▶ *In re La Boucherie Bernard Ltd.*, 55 B.R. 22 (Bankr. D.C. 1985)

QUESTIONS

- ▶ Should the Tin Man bring a fraudulent transfer action instead of a turnover motion?
- ▶ What is the benefit in bringing a turnover motion versus fraudulent transfer?
- ▶ How would Madam Morrible prove she and her husband own 50% of Shiz as tenants by the entirety?

Joint Ownership of LLC's

- ▶ There are many distinct ways that a married couple can own an LLC or own an interest in an LLC as TBE. *See Prop. Holdings, LLC v. McElheney*, No. 5:12cv164-MW/EMT, 2016 U.S. Dist. LEXIS 193479, at *11-14 (N.D. Fla. May 7, 2016). “[E]ach half of the couple need not individually be a member of the LLC—the couple can itself, as a unit, be a member, or one spouse can be a member and can hold that membership interest as tenants by the entireties with his or her spouse.” *Id.*
- ▶ Under Florida law, a membership in an LLC includes (by default) a transferrable property “right to receive distributions in accordance with the operating agreement, whether the person remains a member or continues to own a part of the right.” Fla. Stat. 605.0102.; Fla. Stat. 605.0501; Fla. Stat. 605.0502.
- ▶ This means that membership and the right to distributions are separate interests. *See Prop. Holdings, LLC*, at *12.
- ▶ As long as the requisite unities are present, it is likely that a married couple can own an interest in an LLC as TBE. *See generally; Id.* at *21-22.

Joint Ownership of LLC's (Continued)

- ▶ It is worth noting that the remedy for a judgment against a multiple member LLC is a charging order against the transferrable interest of the member or transferee. Fla. Stat. 605.0503 (1).
- ▶ In cases involving single member LLCs, a judgment creditor can also obtain a charging order; however, the creditor may move the court to compel a foreclosure sale if the creditor can prove that the charging order will not be timely satisfied. Fla. Stat. 605.0503(4).
- ▶ Further, chapter 605 of the Florida Statutes does not deprive a member or transferee of the benefit of any exemption law applicable to the transferrable interest of the member or transferee. 605.0503(2).

Example: Operating Agreement Signature Page and Attachment

OPERATING AGREEMENT	MEMBER 1: [Redacted] Husband																																													
FOR [Redacted], LLC	MEMBER 2: [Redacted] Wife	Exhibit A <u>Member Listing- Capital Contributions</u>																																												
THIS OPERATING AGREEMENT is made and entered into as of this _____ day of _____, 2004, by and among [Redacted], LLC, a Florida limited liability company (the "Company") and the persons executing this Operating Agreement as members of the Company and all of those who shall hereafter be admitted as members (individually, a "Member" and collectively, the "Members") whose names and signatures shall appear on "EXHIBIT A" MEMBER LISTING/CAPITAL CONTRIBUTIONS, below hereby agree as follows:		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Member Name and Address</th> <th style="text-align: left;">Member Social Security Number</th> <th style="text-align: left;">Capital Contribution</th> <th style="text-align: left;">Percentage Interest</th> </tr> </thead> <tbody> <tr> <td>[Redacted]</td> <td>[Redacted]</td> <td></td> <td>100%</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Member Name and Address	Member Social Security Number	Capital Contribution	Percentage Interest	[Redacted]	[Redacted]		100%																																				
Member Name and Address	Member Social Security Number	Capital Contribution	Percentage Interest																																											
[Redacted]	[Redacted]		100%																																											
a. In witness, the Members desire to enter into this Operating Agreement ("Operating Agreement" or "Agreement") for the purpose of governing the Company, so and to the purposes of [Redacted]. [Redacted] a member to control it.	MEMBER 3: [Redacted]																																													
b. The Company shall not conduct any other business unless related to the Business, unless approved by unanimous consent of all Members. Whereas, the Members intend to operate the Business, appoint a person or persons to assume responsibility for certain management matters (the "Managing Member"), and provide for the execution on the execution of ownership interest in the Company ("Interest").	MEMBER 4: [Redacted]																																													
NOW, THEREFORE, in consideration of the mutual promises above, and other good and valuable consideration receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:		STATE OF _____ COUNTY OF _____, FL The foregoing instrument was acknowledged before me on the _____ day of _____, 2004, by [Redacted] Managing Member(s), who I personally know to be or _____ produced the following type of identification: _____ Signature of Notary Public Commission # _____ Commission Expires on: _____																																												
1. ORGANIZATION: a. Formation: The Company has been organized as a FLORIDA Limited Liability Company by filing the Articles of Organization ("Articles") with FLORIDA Division of Corporations. b. Name: The name of the Company shall be [Redacted] [Redacted], LLC". The Company may also conduct its business under one or more assumed names. c. Purpose: The purpose of the Company is to engage in any activity for which Limited Liability Companies may be formed under the Act for purposes only of advancing the Business as defined above. The Company shall have no debt's liability or commitment to effect any purpose for which it is formed, including all debts granted by the Act. d. Duration: The Company shall continue existing for this period fixed in the Articles of Organization, or until the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Operating Agreement. e. Registered Agent and Registered Agent: The Registered Agent and Resident Agent of the Company shall be as designated in the said Articles or any amendment thereof; [Redacted] and has the address [Redacted]. The	STATE OF _____ COUNTY OF _____, FL The foregoing instrument was acknowledged before me on the _____ day of _____, 2004, by MEMBER ONE, [Redacted] who I personally know to be or _____ produced the following type of identification: _____ Signature of Notary Public Commission # _____ Commission Expires on: _____																																													

Example: Operating Agreement Signature Page and Attachment

OPERATING AGREEMENT

OF
[REDACTED] LLC

This Operating Agreement (the "Agreement") is entered into this [REDACTED] day of [REDACTED], 2007, by [REDACTED] (the "[Redacted]" (Redacted) and With as members of the [REDACTED] LLC (the "Company"), in accordance with the Florida Limited Liability Company Act, Chapter 605, Florida Statutes, and subject to the Articles of Organization, which were filed on [REDACTED], 2007 with the Florida Division of Corporations.

The terms and conditions under which the Company is to be organized and operated are as follows:

ARTICLE I DEFINITIONS

1.1. DEFINED TERMS.

The following capitalized terms shall have the meanings specified in this Section 1. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" means the Florida Limited Liability Company Act, Chapter 605, Florida Statutes, as amended from time to time.

"Agreement" means this Operating Agreement, as amended from time to time.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Company" means the limited liability company organized in accordance with this Agreement.

"Interest" means member's shares of the Profits and Losses of, and the right to receive distributions from, the Company.

"Interest Holder" means any person who holds an interest, whether as a member or as an undivided assignee of a member.

"Insolventary Withdrawal" means the occurrence of any of the following events:

- (i) the making of an assignment for the benefit of creditors;
- (ii) the filing of a voluntary petition of bankruptcy;
- (iii) the adjudication of a bankruptcy or insolvency or the entry against the member of an order for relief in any bankruptcy or insolvency proceeding;

EXHIBIT A

Member's Name & Address	Initial Capital Contribution	Membership Interest	Percentage Interest
Husband*			50%
Wife*			50%

*= Names redacted to protect identity

Ownership of LLCs and Reporting Requirements

- ▶ Florida Statutes impose reporting requirements for LLCs, including a current list of the full names and last known business, residence, or mailing addresses of each member and manager. Fla. Stat. 605.0410.
- ▶ Certain types of LLCs are required to report information about their beneficial owners (people who ultimately own or control the company) to the Department of the Treasury's Financial Crimes Enforcement Network.

Faculty

Ryan E. Davis is a shareholder with Winderweedle, Haines, Ward & Woodman, P.A. in Winter Park, Fla., and chairs the firm's Bankruptcy and Creditor's Rights Department. He is Board Certified in Business Bankruptcy Law by the American Board of Certification. He also is a Florida Supreme Court Certified Circuit Mediator. Mr. Davis concentrates his practice around chapter 11 reorganizations and complex chapter 7 liquidations. As lead counsel, he has represented national and regional lenders, commercial landlords, corporate debtors, fiduciaries, trustees, trade creditors, asset-purchasers, and other interested parties in bankruptcy cases throughout the State of Florida. Mr. Davis also has experience representing defendants in complex avoidance actions. In addition to his bankruptcy practice, he handles commercial litigation matters, typically involving creditors' rights, including commercial foreclosures, real estate disputes, construction lien foreclosures and contract disputes. Mr. Davis was awarded *The Best Lawyers in America* Litigation-Bankruptcy "Lawyer of the Year" for Orlando, Florida, in 2023. He has also been recognized by *Florida Trend* magazine as "Florida's Legal Elite," by *Florida Super Lawyers*, by *Orlando Magazine* as one of "Orlando's Best Lawyers," and by *Orlando Home & Leisure* as one of "Orlando's Top Lawyers." He is rated AV-Preeminent by Martindale-Hubbell. Mr. Davis received his undergraduate degree from Tulane University and his J.D. with honors from the University of Florida.

David W. Fineman is an attorney with F&L Law Group, P.A. in Fort Myers Fla. He is licensed to practice in all state and federal courts in the state of Florida and the federal Eleventh Circuit Court of Appeals, where he successfully argued several landmark cases for consumers and debtors in Florida. Board Certified in Consumer Bankruptcy Law by the American Board of Certification, Mr. Fineman began practicing law in Punta Gorda, Fla., in 2007. He has worked in various areas of the law, including criminal law, personal injury, land use, construction law, real estate law, landlord/tenant law, judgment enforcement, estate-planning and association law. Mr. Fineman focused his practice on consumer protection, handling thousands of cases between foreclosure and debt defense cases, personal bankruptcy cases, and abusive debt collection and improper credit-reporting. He has since added estate-planning, probate and business organization assistance to his practice areas. Prior to practicing law, Mr. Fineman served as a deputy for the Charlotte County Sheriff's Office and a police officer for the Punta Gorda Police Department. He received his J.D. from Barry University School of Law.

Robert C. Furr is a partner with Furr & Cohen, P.A. in Boca Raton, Fla., and leads the firm's bankruptcy practice. He has more than 35 years of experience representing individuals and businesses in complex chapter 7 and 11 proceedings. Mr. Furr is Board Certified in both Consumer and Business Bankruptcy by the American Board of Certification. He serves as a panel trustee for the U.S. Trustee Program for the Southern District of Florida, and he regularly acts as a trustee in chapter 7, 11 and 12 cases throughout the region. He also has served in many multimillion-dollar bankruptcies. Mr. Furr is trained in bankruptcy mediation to serve in mediating adversary proceedings, contested matters and plans expertise with complex cases. His cases encompass both state court civil litigation and complex commercial litigation in addition to bankruptcy. Mr. Furr has handled numerous complex cases in a broad range of business and industries, including retail, manufacturing, medical and other professional practices, restaurant chains, IP companies, real estate and nonprofit. He is a Fellow of the American

College of Bankruptcy, and he is a past president of the National Association of Bankruptcy Trustees. Mr. Furr has testified twice before Congress on bankruptcy matters and the legislative process. He is a past-editor and chief of *Nabtalk*, the journal of the National Association of Bankruptcy Trustees, and serves as president of the Bankruptcy Trustee Association of Southern Florida. A frequent lecturer, Mr. Furr has spoken to various professional groups and authored numerous articles on insolvency and bankruptcy. He received his J.D. from Emory University in 1975.

Hon. Lori V. Vaughan is a U.S. Bankruptcy Judge for the Middle District of Florida in Orlando, sworn in on Feb. 25, 2020. She started her career as a law clerk to Hon. Karen S. Jennemann. Judge Vaughan then practiced bankruptcy law for 21 years at two law firms, representing debtors, creditors and trustees in jurisdictions across the country. 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. Before taking the bench, Judge Vaughan was recognized by *Florida Super Lawyers* as being among the top 100 Lawyers in Florida, the top 50 Lawyers in Tampa Bay and the top 50 Women Lawyers in Florida. She also has been recognized by *Chambers USA* and *The Best Lawyers in America*. 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.