



AMERICAN  
BANKRUPTCY  
INSTITUTE

## Mid-Atlantic Bankruptcy Workshop

# What the Heck Is That Supposed to Mean? Contract and Order Drafting Skills, Issues and Mistakes

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# MID-ATLANTIC BANKRUPTCY WORKSHOP



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MID-ATLANTIC  
BANKRUPTCY  
WORKSHOP

## WHAT THE HECK IS THAT SUPPOSED TO MEAN? CONTRACT AND ORDER DRAFTING SKILLS, ISSUES AND MISTAKES

*Presented by:*

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## Presentation Goals

To help new and experienced attorneys develop and refine their contract and order drafting skills by:

- Examining common drafting conventions and best practices,
- Discussing drafting issues that arise in bankruptcy practice, and
- Sharing tips and strategies for correcting drafting mistakes.



## An example of contract “clarity”

Notwithstanding anything to the contrary herein, Defendants shall pay to Plaintiffs the sum of the amount received during the relevant three-month period on account of the License Agreements and twenty five percent (24%) of the amount of the Royalties received during the same time period, including but not limited to Royalties earned in connection with the License Agreements, related License Agreements, and similar obligations, less any usual and customary fees in connection therewith; provided, however, that all other fees shall be borne by Defendants in their reasonable discretion.



## Types of Documents

PLEADINGS	TRANSACTIONAL DOCUMENTS	OTHER LEGAL DOCUMENTS
Consent Orders and Stipulations	Asset Purchase Agreements	Legal opinion letters
DIP Financing/Cash Collateral, and Other Motions	Settlement Agreements	Trust documents
Plans and Disclosure Statements	Forbearance Agreements	Organizational documents and Resolutions





## DRAFTING CONVENTIONS FOR DOCUMENTS

- Use of definitions
  - Separate definitions section v. embedding definitions in the document text
  - Potential problems
    - Capitalized terms are used but not defined
    - Inconsistent defined terms
    - Definitions are not specific enough for the intended use



## DRAFTING CONVENTIONS FOR DOCUMENTS

- Use of specific phrases
  - And, or, and/or
  - “If and only if”
  - “For the avoidance of doubt”





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# DRAFTING CONVENTIONS FOR DOCUMENTS

- Use of specific phrases
  - “Notwithstanding anything to the contrary herein”
  - “Provided, however”
  - “Including, without limitation”



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# The Oxford or Serial Comma





## DRAFTING CONVENTIONS FOR DOCUMENTS

This Contract shall be binding upon and inure to the benefit of Buyers, Sellers and their respective heirs, devisees, legatees, personal representatives, agents and permitted assigns.

- versus -

This Contract shall be binding upon and inure to the benefit of Buyers, Sellers, and their respective heirs, devisees, legatees, personal representatives, agents and permitted assigns.



## DRAFTING CONVENTIONS FOR DOCUMENTS

- Use of interpretive sections in agreements
  - Gender and Number
  - Captions
  - Inconsistent Terms and Partial Invalidity (a/k/a an oops – my bad! clause)
  - Writing numbers as words and numerically
  - Use of mathematical formulas for calculations



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"Lately nothing pleases the court."



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# DRAFTING CONVENTIONS FOR COURT ORDERS

- Differences between drafting orders and agreements
- Scope of relief – never “the Motion is granted”
- Use of the term “*Nunc Pro Tunc*”
  - Means “now for then”, not a synonym for “retroactive”
  - *Archdiocese of San Juan v. Acevedo Feliciano*, 140 S. Ct 696 (2020) limited the availability of “nunc pro tunc” relief
  - Alternative language – “retroactive to” or “effective as of”





## DRAFTING CONVENTIONS FOR COURT ORDERS

- Other considerations
  - Do not include relief in the order that exceeds the relief requested in the motion
  - If you choose to restate Code sections or statutes, make sure the recitation is verbatim
  - Always offer to prepare the order and control the drafting process





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# ISSUES THAT ARISE FROM POOR DRAFTING

- How drafting mistakes occur
  - Team approach/too many cooks in the kitchen
  - Time pressure to close the deal
  - Knowingly accepting a potential issue as part of the negotiation process
- The “ripple effect”
  - Making a change but failing to catch all the interrelated provisions and cross-references

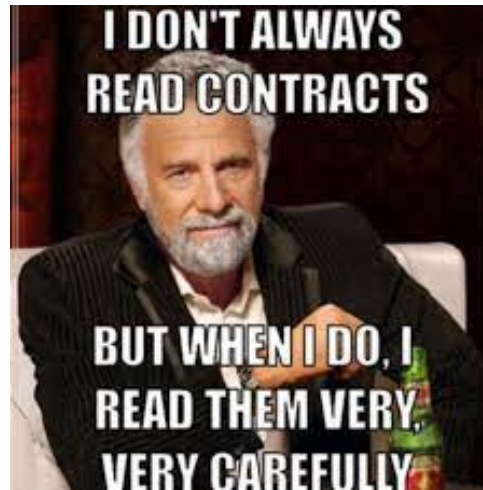


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# RESOLUTION OF CONTRACT DRAFTING ISSUES

- Resolution without litigation
  - Use of slip sheets, forbearance agreements, modifications
  - Always make a record of the agreement after it has been negotiated at a mediation or hearing
- Resolution through litigation
  - The benefit of 20/20 hindsight



## COMMON LAW DOCTRINES THAT EXCUSE PERFORMANCE

- Impossibility of Performance
  - An unforeseen event must make performance objectively impossible
- Frustration of Purpose
  - Applies only where the frustrated purpose is fundamental to the contract
  - Determined by the objective intent of the parties
- Illegality





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### THE MEANING OF “REASONABLE”

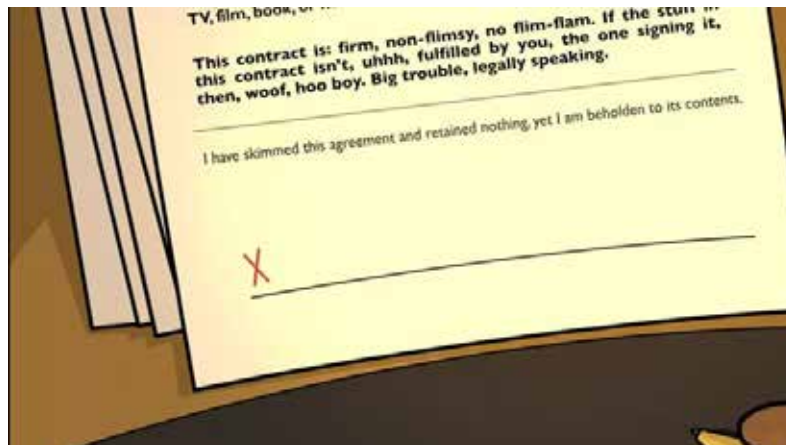
- “Reasonable” is a negotiated compromise in many contract documents
  - Essentially kicks the can down the road
  - The determination of “reasonableness” is fact specific
  - Not an issue that can be resolved on a motion to dismiss or summary judgment
  - Examples – “sole but reasonable discretion”, “reasonable business judgment”



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### THE END



*ABI Mid-Atlantic Bankruptcy Workshop  
August 7-9, 2023*

**WHAT THE HECK IS THAT SUPPOSED TO MEAN?  
CONTRACT AND ORDER DRAFTING SKILLS, ISSUES AND MISTAKES**

*This session is designed to help new and experienced attorneys develop and refine their contract and order drafting skills by examining common drafting conventions and best practices, discussing drafting issues that arise in bankruptcy practice, and sharing tips and strategies for correcting drafting mistakes.*

**I. Document Types**

While bankruptcy lawyers are expected to have specialized knowledge of bankruptcy law, they are also expected to have broad expertise in the many areas that bankruptcy law touches upon – business transactions, asset sales (real and personal property), settlements, financing transaction, etc. Because bankruptcy law is at the crossroads of law and business, bankruptcy lawyers need to be adept at working in both worlds and drafting documents intended for the court room and the board room.

The below list provides a high-level overview of the documents that bankruptcy lawyers typically draft as part of their day-to-day practice.

***A. Pleadings and Orders***

- Motions
- Applications
- Notices
- Plans of Reorganization (including release and exculpation provisions)
- Disclosure Statements
- Plan Support Documents
- Bid and Sale Procedures
- DIP Financing Motions and Orders
- Cash Collateral Motions and Orders
- Orders, Consent Orders, and Stipulations

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***B. Transactional Documents***

- Asset Purchase Agreements
- Real Estate Contracts
- Settlement Agreements
- Leases
- License Agreements
- Forbearance Agreements
- Promissory Notes
- Loan Agreements
- Security Agreements
- Guaranties
- Intercreditor Agreements

***C. Other Legal Documents***

- Legal Opinion Letters
- Trust Documents
- Organizational Documents
- Confidentiality and Non-Disclosure Agreements

The scope of this presentation is limited to general drafting conventions and specific skills for drafting orders and agreements. For more specialized drafting assignments, the team approach is recommended, so that you are focusing on the bankruptcy-related terms and provisions and a specialist in the applicable area of law can address other issues.

**II. Drafting Conventions for Documents**

There is no “right” way to draft documents (although, as addressed elsewhere in this presentation, there clearly are “wrong” ways to draft). Commonly-accepted drafting conventions can help guide the drafting process.

***A. Definitions***

1. With long or complex documents, it is preferable to have a separate definition section, rather than relying on definitions embedded in the text.
2. The placement of the definitions section is a matter of personal preference. They can be placed at the beginning of the document or in a separate exhibit, attachment, or addendum at the end of the document.
3. Potential problems with the use of defined terms:

- a. A capitalized term is used but not defined.
- b. The defined terms are not consistent throughout the document (note that this often occurs when a document is cobbled together from different documents or when various parties have provided comments to a document).
- c. The definition is not specific enough for the intended use.
  - i. For example, “P.O” is defined as “that certain purchase order executed by and between the Debtor and Defendant on October 1, 2022.”
  - ii. In most instances, this would be acceptable. However, where the parties executed more than one purchase order on October 1, 2022, the definition should instead refer to the purchase order by number or other identifying information.
  - iii. Many documents contain blanket definition statements to the effect that “capitalized terms used but defined herein shall have the meaning given to such term in XYZ documents.” Use of such blanket referrals should be done cautiously, and you should verify (a) that the term is in fact defined in the applicable documents and (b) the term is defined in a manner that is consistent with your intended use of the term.

***B. Use of Specific Phrases***

- 1. And, or, and/or
  - a. Avoid using the universal conjunction “and/or” except in situations where it is necessary and appropriate
  - b. “And” means both x and y
  - c. “Or” means either x or y
  - d. “And/or” means any combination of x and y is acceptable – x alone, y alone or both x and y together
- 2. The phrase “If and only if”
  - a. The phrase “if and only if” is a biconditional statement. Both statements connected by the phrase “if and only if” must be true for the entire statement to be true.

- b. *Example of common usage:* “The Diligence Period will be extended by an additional 30 days if and only if purchaser pays a non-refundable extension fee of \$10,000 on or before the expiration of the Diligence Period.”
- 3. The phrase “For the avoidance of doubt”
  - a. The phrase “for the avoidance of doubt” is intended to clarify the language immediately preceding it. The phrase “for the sake of clarity” is sometimes used instead.
  - b. *Example of common usage:* “For the avoidance of doubt, each agreement made pursuant to this Master Services Agreement shall constitute a separate agreement between the Parties.”
- 4. The phrase “Notwithstanding anything to the contrary herein”
  - a. The phrase “notwithstanding anything to the contrary herein” serves as a signal that the remainder of the sentence may in fact contradict the language elsewhere in the document.
  - b. *Example of common usage:* “Notwithstanding anything to the contrary herein, this Lease shall not become effective until Tenant has paid the security deposit to Landlord.”
  - c. Caution – You can only use the phrase “notwithstanding anything to the contrary herein” only once in a document without causing additional confusion.
  - d. Practice tip – limit the use of the phrase to a particular section or sentence in the document (*i.e.*, “notwithstanding anything to the contrary in the immediately preceding sentence” or “notwithstanding anything to the contrary in the this section”)
- 5. The phrase “provided, however”
  - a. The phrase “provided, however” typically begins a proviso or an exception to the rule (and not a condition).
  - b. *Example of common usage:* “The retail store shall maintain operating hours of at least forty hours per week; provided, however, that such operating hours may be reduced if a legally-recognized federal holiday or other event causes closure or reduced hours during any given week.”
- 6. The phrase “including, without limitation”

- a. The phrase “including, without limitation” signals the introduction of an explanatory but *non-exhaustive* list.
- b. *Example of common usage*: “The term ‘Holiday’ shall be defined as any state or federal holiday on which governmental and financial institutions located in the state are closed, including, but not limited to, President’s Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, and the Fourth of July.
- c. Practice tip – The inclusion of the phrase “without limitation” is key. Numerous cases have held that a list which does not include the phrase “without limitation” may be deemed complete and other possibilities not specifically identified are necessarily excluded.

7. Use of interpretive sections in agreements

- a. Interpretive sections help the reader to better understand the agreement. Such sections can eliminate the need to constantly restate certain meanings.
- b. *Examples of common usage*:
  - i. Gender and Number. Any word herein which is expressed in the masculine, feminine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural number shall be deemed, whenever appropriate in the context, to include the singular and the plural.
  - ii. Captions. The captions and headings of various Articles and Sections of this Agreement and exhibits pertaining hereto are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof.
  - iii. Inconsistent Terms and Partial Invalidity. In the event of any inconsistency among the terms hereof (including incorporated terms), or between such terms and the terms of any other Loan Document, Lender may elect which terms shall govern and prevail. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated by a court of competent jurisdiction to be invalid, the validity of the remainder of this Agreement shall be construed as if such invalid part were never included herein.

- c. Practice tip – Interpretive provisions should serve to clarify the interpretation of the agreement and not add confusion. If the interpretive provision is not perfectly clear, it should not be included.
- 8. Writing numbers as words and including parenthetical numeric phrases thereafter
  - a. This drafting convention is used with dollar amounts, time periods, and other instances involving numbers.
  - b. *Example of common usage*: “The purchase price is One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00).
  - c. Practice tip - If you decide to write numbers as words and parenthetically, be absolutely certain both match. Nothing injects ambiguity into a document as quickly as inconsistency in a number in longhand written form and numerically.
- 9. Use of mathematical formulas for calculations
  - a. Some contracts, such as purchase/sale agreements and license agreements, have complicated mathematical formulas for the calculation of the purchase price, fees, royalties, and other payments. When these payment structures are translated into long-hand English, they can become confusing and ambiguous. To clarify the language, mathematical examples will often be included in the contract.
  - b. *Example of common usage*: “The Commission shall be 25% of the price achieved for each Residential Unit in excess of the Minimum Guaranteed Residential Unit Value less Costs and Incentives. For example, if (i) the price achieved for a Residential Unit is \$500,000, (ii) the Minimum Guaranteed Residential Unit Value is \$425,000, (iii) Costs are \$18,000 and (iv) Incentives are \$7,000, then the Commission is \$12,500, calculated as follows:
 
$$\begin{aligned}
 & [(\$500,000 - \$425,000) - (\$18,000 + \$7,000)] \times .025 = \\
 & [\$75,000 - \$25,000] \times .025 = \\
 & \$50,000 \times .025 = \\
 & \$12,500.”
 \end{aligned}$$
  - c. Practice tip - If you decide to include a mathematical formula, be absolutely certain that it is correct. If the formula is incorrect, you may be stuck with the calculation, absent a court hearing to correct the error.

### III Drafting Conventions for Court Orders, Consent Orders and Stipulations



**A. Differences Between Drafting Orders and Drafting Agreements**

1. Orders are generally more narrow in scope.
2. Orders are not two-sided documents and require a different drafting lens than drafting documents generally.
3. When drafting orders, you must put in the order exactly the relief you want so that you get what you need.

**B. Scope of Relief**

1. Orders should not simply say “The Motion is granted.”
2. Orders should state the relief granted with specificity; i.e., “the Motion is granted *as set forth herein*” (emphasis added).
3. Keep in mind that the Court is only granting the relief that is specifically in the order. This can make for lengthy orders.
4. With respect to plan confirmation orders, some judges prefer that the order simply state “It is hereby ordered that the Plan be confirmed.” This practice is based on the idea that the Chapter 11 Plan, once confirmed, forms a separate contract between the debtor and all parties in interest and thus should be a stand-alone document.

**C. Use of the Term “Nunc Pro Tunc”**

1. *Nunc pro tunc* is a latin word that means “now for then”. Contrary to common understanding, it does not mean “retroactive”.
2. A *nunc pro tunc* order is appropriate only if a court makes a ruling but fails to enter an order at the time. A *nunc pro tunc* order presupposes that a court has made a decree that was not entered on account of inadvertence.
3. Employment applications should use the word “retroactive”, or “effective as of” instead of “*nunc pro tunc*”.
4. In *Archdiocese of San Juan v. Acevedo Feliciano*, 140 S. Ct 696 (2020), the United States Supreme Court issued a decision that strictly limits the ability of federal courts to enter orders *nunc pro tunc*.
5. Bankruptcy court decisions after *Acevedo*:
  - a. Initially, some bankruptcy courts held that employment of a professional retroactive to the date prior to entry of the employment order was prohibited

by *Acevedo*, but nevertheless held that compensation for services rendered prior to that date were compensable.

- b. More recent bankruptcy cases have determined that *Acevedo* does not change the existing authority of a bankruptcy court to approve employment that has commenced before the motion was brought.

***D. Other Considerations***

1. You should not include relief in the order that is beyond the relief sought in the underlying motion or pleading.
2. If you choose to restate statutes or Code sections in the order, make sure the recitation is verbatim (note that there are pros and cons to this approach due to the possibility of error).
3. Even when you lose on the Motion, you should offer to prepare the order and control the drafting process.

**IV. Issues that Arise from Poor Drafting**

***A. How Drafting Mistakes Occur***

1. While drafting mistakes can be the result of carelessness or sloppiness, they are just as often the result of extrinsic factors.
2. On large and complex documents, you may have a team of people working on different parts of the document. While the team members bring his/her specific expertise to the table, this can lead to inconsistencies (i.e., the “too many cooks in the kitchen” problem).
3. There is often time pressure to get a deal closed or settlement agreement executed.
4. As part of the negotiation process, the parties sometimes reach an impasse and knowingly agree to ambiguous language, with the understanding that it may need to be resolved in the future.

***B. The “Ripple Effect”***

1. With complex and lengthy documents, many of the provisions are interrelated and/or have cross references.
2. If you change a provision in such a document, it may have “ripple effects” on many other sections of the document.

3. Each time you make a change, you should thoughtfully examine the rest of the document to determine whether there were in fact “ripple effects” and to correct them if necessary.

**V. Resolution of Issues that Arise from Poor Drafting**

***A. Resolution of Issues without Litigation***

1. Drafting mistakes can be corrected through the use of slip sheets (for simple errors caught in close proximity to execution of the document) or modification agreements.
2. Drafting mistakes can also be addressed in forbearance agreements (although be mindful that a modification agreement and forbearance agreement serve different purposes).
3. Practice tip – When the parties reach a settlement agreement at a hearing, read the terms of the settlement into the record. That way, if a dispute arises between the parties during the drafting process, the parties can revisit the record at the hearing for clarification.

***B. Resolution of Issues through Litigation***

1. The benefit of 20/20 hindsight.
  - a. Issues may arise not because the initial drafting was weak or inconsistent but rather because the issues have gained clarity with the benefit of 20/20 hindsight.
  - b. If we all had a crystal ball, we could draft the document to address the issues that will arise in the future. Without a crystal ball, however, we are only able to address the big issues that are important at the time of execution – which are not necessarily the same issues that may arise in the future.
2. Common law doctrines that excuse compliance with contractual provisions.
  - a. Impossibility of performance
    - i. The doctrine of impossibility can excuse a party’s contract performance when an unforeseen event makes performance objectively impossible.

- ii. It is applied narrowly. The party seeking to excuse performance must present objective facts in support of its position.
  - b. Frustration of purpose
    - i. The doctrine of frustration of purpose applies when a change in circumstances arises after contract execution that makes one party's performance worthless to the other, thereby frustrating that party's purpose in making the contract.
    - ii. To excuse non-performance, the frustrated purpose must be so fundamental and essential to the contract that, without it, the parties would have never entered into the contract in the first place.
    - iii. Whether the frustration goes to the essential purpose of the contract is determined by the objective intent of the parties, as exhibited by the language of the contract itself. The event causing the frustration must also have been unforeseeable.
    - iv. Frustration of purpose will not apply if the event makes the contract more expensive or difficult to perform, if an alternative method of performance is available, or if the event is the fault of one of the contracting parties.
  - c. Illegality
    - i. If performance under a contract would require an illegal act, a court will deem the contract to be void and unenforceable and excuse performance.
    - ii. A court will excuse performance if the contract was illegal at the time of contracting, or if, subsequent to execution, the court is made illegal by a governmental act.
3. The meaning of "reasonable".
- a. Many contract provisions are subject to "reasonable" discretion.
  - b. Disputes as to "reasonableness" are difficult to resolve by a motion to dismiss or summary judgment, because a factual determination will need to be made by the trier of fact to determine what is "reasonable"

# Faculty

**Kristen E. Burgers** is a principal with Hirschler Fleischer, PC in Tysons Corner, Va., and is a member of the firm's bankruptcy and creditors' rights practice and its commercial real estate practice. She represents debtors, creditors and trustees in complex chapter 11 and chapter 7 business bankruptcies. She also represents lenders and borrowers in commercial real estate financing transactions and workouts, as well as landlords and tenants in commercial leases. Ms. Burgers received her J.D. *magna cum laude* from the George Mason University School of Law and clerked for Hon. Robert G. Mayer of the U.S. Bankruptcy Court for the Eastern District of Virginia.

**Linda V. Donhauser** is a principal of Miles & Stockbridge P.C. in Baltimore and previously chaired the firm's Creditors' Rights and Bankruptcy Practice Group. She also served on the firm's board of directors. Ms. Donhauser's practice encompasses primarily representation of nondebtor entities, including secured creditors, unsecured creditors, creditors' committees, indenture trustees, commercial lenders and lender groups, and other interested parties in bankruptcy and restructuring matters in a wide variety of industries and market sectors. She has more than 34 years of experience representing lenders and other creditors in all phases of the restructuring process, both inside and outside of bankruptcy cases, and she represents creditors and other parties in enforcement proceedings, including receiverships and Article 9 secured party sales. Ms. Donhauser speaks regularly on topics involving bankruptcy, workouts, secured lending, lender liability, enforcement proceedings and diversity. She has been recognized in *The Best Lawyers in America*, *Chambers and Partners USA* and *Maryland Super Lawyers*, and was named among the "Top 50 Women Maryland Super Lawyers" from 2012-14. Ms. Donhauser is a member of ABI and co-chaired its Mid-Atlantic Bankruptcy Workshop advisory board from 2010-14. She also previously served on the board of the International Women's Insolvency and Restructuring Confederation's Greater Maryland Network, and she is a member of the Bankruptcy Bar Association for the District of Maryland and the Turnaround Management Association. Ms. Donhauser received her B.A. *cum laude* in 1987 from the University of Baltimore and her J.D. *magna cum laude* in 1989 from the University of Baltimore School of Law.

**Patrick A. Jackson** is a partner with Faegre Drinker Biddle & Reath LLP in Wilmington, Del. He advises companies in prebankruptcy contingency planning, as chapter 11 debtors-in-possession, and in related litigation in federal and state courts, as well as other parties in interest to chapter 11 and other insolvency proceedings, including post-confirmation trusts, assignees for the benefit of creditors, secured lenders and other creditors, equityholders and asset-purchasers. Mr. Jackson is a regular contributor to legal periodicals such as the *ABI Journal* and the *Federal Lawyer*, and his work has been cited by several courts and legal commentators. In law school he was a staff writer (2004) and later editor-in-chief (2005) of the *Uniform Commercial Code Reporter-Digest*, a commercial publication that analyzed and indexed UCC-related decisions from the state and federal courts. Previously, Mr. Jackson clerked for Hon. Mary F. Walrath, then Chief Judge of the U.S. Bankruptcy Court for the District of Delaware. He received his B.A. in 2000 from Boston College and his J.D. *cum laude* in 2005 from Boston College Law School.



**Hon. Vincent F. Papalia** is a U.S. Bankruptcy Judge for the District of New Jersey in Newark, sworn in on Dec. 29, 2014, following a 30-year career in private practice. For 20 years, he had been a partner with the law firm of Saiber LLC and the head of its Bankruptcy and Creditors' Rights Department. Prior to joining Saiber LLC, he was an associate and then a partner with Clapp & Eisenberg, P.C. For virtually his entire career, Judge Papalia focused his practice on representing various parties-in-interest in bankruptcy and foreclosure-related litigation and proceedings before federal, state and bankruptcy courts. He also served for many years as a court-appointed mediator for the U.S. Bankruptcy Court for the District of New Jersey and was vice-chair of the District V-A Ethics Committee from 2013-14. He also chaired the Debtor-Creditor Committee of the Essex County Bar Association. Judge Papalia has authored or co-authored numerous articles on bankruptcy and creditors' rights issues and has often spoken on those topics. While in private practice, he was listed in *Chambers USA* and *New Jersey's Best Lawyers*. Judge Papalia received his B.B.A. in 1980 *summa cum laude* from Pace University and his J.D. *cum laude* from Fordham University School of Law in 1984, where he was a member of its law review.

**Lisa B. Tancredi** is Of Counsel at Womble Bond Dickinson (US) LLP in Baltimore and Wilmington, Del. She focuses her practice on restructuring, bankruptcy and creditors' rights matters. Ms. Tancredi represents a wide range of clients, including financial institutions, funds, sureties, receivers, landlords, businesses, suppliers and contract counterparties, purchasers, and high-net-worth individuals, both inside and outside of bankruptcy court. In the syndicated loan arena, she works with agents and participating lenders to address distressed-debt facilities. Ms. Tancredi designs and leads regular seminars for local and national groups and has authored a number of articles and publications. She co-authored ABI's *Navigating Banking in Bankruptcy: A Guidebook*, which informs bankers and advisors about the treatment of cash management and bank products in bankruptcy. She is also ranked as a leading lawyer for bankruptcy/restructuring in Maryland by *Chambers USA* and has been listed as a top-rated bankruptcy attorney in Baltimore by *Super Lawyers* since 2011. Ms. Tancredi's background is in mechanical engineering, but she acquired her affinity for bankruptcy during a law school clerkship with the Office of the U.S. Trustee. Following law school, she clerked for the late Hon. James F. Schneider of the U.S. Bankruptcy Court for the District of Maryland. Over the course of her more than 25 years of practice, Ms. Tancredi has appeared in bankruptcy courts around the country representing a broad spectrum of constituencies, from estate fiduciaries and governmental authorities to creditors and interested parties. She currently co-chairs ABI's Mid-Atlantic Bankruptcy Workshop, is a member of the board of directors of IWIRC's Greater Maryland Network, chairs the Maryland Bankruptcy Bar Association's U.S. District Court Liaison Committee, is a commissioner on the Baltimore County Ethics Commission, is a member of the Severn Bank Women's Advisory Board and is a member of the board of directors of the USS Landing Craft Infantry National Association. In addition, she is a past president of the Maryland Bankruptcy Bar Association and a former chair of the Maryland Local Bankruptcy Rules Committee. Ms. Tancredi received her B.S. in mechanical engineering *cum laude* from Virginia Tech and her J.D. from the University of Maryland School of Law.