

CAPITAL REGION BANKRUPTCY BAR ASSOCIATION

NEWSLETTER

Published by:
C.R.B.B.A.

Winter/Spring 2002

OUTGOING PRESIDENT'S MESSAGE

I was fortunate to begin my presidency with our finances in the black. I am happy to report, we ended the year again with a healthy surplus. For this reason, a special task force was set up to examine our surplus and the best ways to spend some of those funds for the benefit of our members. As I am sure many of you have heard, mandatory electronic filing for the Northern District of New York is scheduled to begin September, 2002. After several meetings, the task force has decided to focus this year on possible ways CRBBA can best assist its members in making a smooth transition from paper to electronic filings. Two things being considered are instructional seminars to supplement the training to be provided by the Bankruptcy Court Clerk's office and the possibility of bringing individuals from the Clerk's office to train our members in outlying areas of the Northern District, such as Watertown and Plattsburgh. I am currently chairing the task force. Anyone who would like to become more involved in this project should contact me at # 465-0400.

This last President's letter provides me with the opportunity to thank our 2001 Board members, Diane Davis, Esq., Richard Weiskopf, Esq., Fred Goodman, Esq., Matthew Jackson, Esq., Paul Levine, Esq., Paula Barbaruolo, Esq., Karen Simons, Esq., and Christian Dribusch, Esq., for their support and dedication. I wish to extend a special thank you to Matthew Jackson, Esq. for putting together a memorable 6th annual conference. In addition, our membership was asked to do much this year in regards to helping others, and you responded generously. Our *pro bono* clinics met the needs of approximately 90 of the less fortunate. Many of the individuals served were strapped with uninsured medical bills, suffering from mental or physical illness, or single heads of households. To those of you who donated your time and energies, I commend you. To those who were unable to participate in 2001, I encourage you to become involved in our *pro bono* program in 2002. I have no doubt that the 2002 Board will continue to provide educational programs designed to maintain and enhance the practice of the bankruptcy bar, to keep us apprised of proposed changes to the Bankruptcy Code and Local Rules, and to foster and encourage the highest ethical standards for all our members.

I wish you all the best for the coming year, and thank you for providing me the opportunity to serve you as President. ♦

- Cynthia A. Platt

IN THIS ISSUE

<i>Outgoing President's Message</i>	1
<i>Editor's Message</i>	2
<i>Sixth Annual Bankruptcy Conference Report</i>	2
<i>Pro Bono Corner - The Legal Project Bankruptcy Clinic - 2001 Year in Review</i>	3
<i>You Stripped the Mortgage Lien But Can You Get It Discharged of Record? A Practice Tip for Chapter 13 Counsel</i>	3-4
<i>"Nightmare on Elm Street" for Chapter 13 Debtors Who Own Real Estate</i>	4-6
<i>Important Notice from U.S. Bankruptcy Court Re: Bennett Funding Group, Inc.</i>	6
<i>U.S. Bankruptcy Court NDNY Case Management and Electronic Case Files</i>	6
<i>Final Meeting</i>	6
<i>Congratulations 2002 Officers</i>	7

CALENDAR OF EVENTS

March 6 April 3 May 1 June 5 July 3 August 7 September 4 October 2 & 30 December 4	2002 Board Meetings start at 8:00 a.m. and are held at the Chapter 13 Trustee's Office, 350 Northern Boulevard, Albany, New York 12204. All members are welcome.
March 3 & March 4, 2002	Bankruptcy and Credit Program Clinic @ The Legal Project
March 12, 2002	CRBBA CLE Luncheon
Nov. 8-9, 2002	CRBBA and CYNBBA Annual Conference, Cooperstown, NY

By: Richard H. Weiskopf, Esq.

This will be the last edition of the Newsletter in which I will be serving as Editor. I want to take this opportunity to thank all those who have contributed articles to the Newsletters for which I have been responsible. By and large, the articles have been provided by current members of the Board of Directors of our Bar Association or their associates. I once again want to encourage our membership to consider providing articles for future newsletters. As I have done in this newsletter, we can cull articles from circumstances which we face in practice. I have heard from colleagues, various interesting points which they encounter in their case load, many of which would be of interest to all of members of the Bar. The best way to get those issues disseminated is by writing articles for the newsletter. It doesn't take much more work to recast the paperwork which is provided in your motion or adversary proceeding and produce it for publication. Not only will the articles be of interest to our readership, the two new co-editors of this newsletter will be most appreciative. ♦

*By: F. Matthew Jackson, Esq.
Conference Chairperson*

As many of you know, the Capital Region Bankruptcy Bar Association ("CRBBA") and Central New York Bankruptcy Bar Association ("CNYBBA") co-sponsored the Sixth Annual Bankruptcy Conference, held on November 9th and 10th, 2001, at

PRO BONO CORNER: THE LEGAL PROJECT BANKRUPTCY CLINIC 2001 YEAR IN REVIEW

By: Bonnie S. Baker, Esq.

This past year has been a trying year for us all - a year of tragedy and a year of triumph in the face of tragedy. This has been exemplified through the generosity of spirit of volunteers who have spent their valuable time and efforts of behalf of those less fortunate.

In 2001, members of the Capital Region Bankruptcy Bar Association again displayed a commitment to pro bono work by volunteering at Bankruptcy Clinics organized by The Legal Project, in conjunction with the Capital District Women's Bar Association. Clinics are conducted approximately every four months and the participation by the bar is entirely voluntary. Clients of The Legal Project may attend a scheduled appointment or may meet on a stand-by basis with a Bankruptcy Attorney who will review the client's financial situation and advise him or her on the advisability of a bankruptcy filing. Following each clinic, the clients are assigned to local counsel who have agreed to accept cases on a pro bono or reduced fee basis. It is the responsibility of the client to contact the assigned attorney to make and attend an appointment.

In 2001, 137 clients scheduled appointments or attended appointments on a stand-by basis. Of the 137 clients, 90 attended the scheduled appointments and received free legal consultations. Of the 90 attending, 82 necessitated legal representation and 79 followed through and received services from local attorneys. Of the 79, 63 qualified for and received pro bono services, 5 received reduced fee services, and 11 received legal services for a full fee.

The factors contributing to the financial difficulties of the clientele of The Legal Project are varied. Of those served, 38 clients had outstanding uncovered medical expenses, 39 were disabled and unable to work; 23 recently ended a long term relationship which resulted in the loss of disposable income.

Much of the success of the Bankruptcy Clinics over the past year is attributable to Paula Barbaruolo, who developed the relationship with The Legal Project. We thank Paula for her continued efforts and involvement, without which the program would not have been a success. We aspire to make 2002 an even more ambitious year and continue to seek volunteers willing to spend a small amount of their valuable time to make a huge difference in someone's life.

The next Bankruptcy Clinic will be held on Tuesday and Wednesday, March 4 and 5, 2002 from 5-7 p.m. The Clinic will be held at the new address of the Legal Project at 6 Executive Park Drive in the Executive Park located behind Stuyvesant Plaza. Appointments will be scheduled in one-half hour intervals. We encourage members of the CRBBA to sign up to volunteer to

either attend the next Bankruptcy Clinic or to accept a case when they attend the next CRBBA luncheon or by contacting Bonnie S. Baker at Deily, Dautel & Mooney, LLP at (518) 436-0344 (or at bbaker@ddmlaw.com) or Laura Silva at (518) 377-3408 (or at laura@lsilvalaw.com). The success of the program will depend on the continued efforts of our members. Among those who volunteered their services at the last Bankruptcy Clinic, we recognize the following:

Bonnie S. Baker
Frank Brennan
Robert Cohen
Marc Ehrlich
Fred Goodman
Gayle Lebowitz
Libby Jachnowitz
Paul Levine
Michael J. O'Connor
William Schiller
Bryan Simmerman
Annette Tambasco
Linda Taverni
Richard Weiskopf

Paula Barbaruolo
Kieran Broderick
Christian Dribusch
Shannon Frazier
Martin Goodman
Leigh A. Hoffman
F. Matthew Jackson
Martin A. Mooney
Cynthia Platt
Laura Silva
Karen Simons
Lisa Tang
Jamie Thomas
Richard Weisz

Thank you all for your efforts in 2001!♦

YOU STRIPPED THE MORTGAGE LIEN BUT CAN YOU GET IT DISCHARGED OF RECORD? A PRACTICE TIP FOR CHAPTER 13 COUNSEL

*By: Andrea E. Celli, Chapter 13 Trustee &
Diane Davis, Esq.*

Recently, the Second Circuit has affirmed a decision of the U.S. District Court for the Northern District which held that a mortgage on a Chapter 13 debtor's principal residence which is wholly unsecured, may be avoided (and the claim be treated as unsecured) in a Chapter 13 plan. See, In re Pond, 252 F.3d 122 (2nd Cir. 2001).

Since the reclassification of a mortgage claim from secured to unsecured will significantly reduce the debtor's monthly secured payment obligation and make life, after the Chapter 13 discharge, substantially easier, Chapter 13 debtors have been examining the current market value of their primary residence to determine if their second and/or third mortgages may be avoided under the Pond decision.

While the Court's decision authorizes the avoidance of the lien, the decision does not address two critical issues: When is the debtor entitled to a discharge of this mortgage – immediately upon

entry of the Order avoiding the mortgage or only after the plan has been completed and the debtor has received a discharge? and How will the debtor obtain the mortgage discharge? Counsel's failure to address these issues will be problematic, as without a discharge, the avoided mortgage remains as a lien of record.

How to address these issues: Request specific relief! Specify when and how the creditor must provide a Discharge of Mortgage to the debtor for recording in your Complaint, and Motion for Summary Judgment. Be certain that the Complaint, the Motion, and the resulting Order are served on the affected creditor as required under Bankruptcy Rule 7004. This is critical!

Possible language: Although not within the context of any written decision, the U.S. Bankruptcy Court in Albany has suggested that the following language may be requested in the Complaint and Motion for Summary Judgment:

Plaintiffs further seek an Order directing _____ (creditor's name) to prepare and submit a duly executed Discharge of Mortgage and deliver the same to the Chapter 13 Trustee within ten days following service of an Order granting the relief requested herein, with said duly executed Discharge of Mortgage to be held in escrow by the Chapter 13 Trustee and to be released to _____ (creditor's name) upon written request of _____ (creditor's name) after dismissal or conversion of this Chapter 13 case, or to be released to _____ (debtor) for recording upon written request of _____ (debtor) after completion of the debtor's Chapter 13 plan.

While a motion for default judgment may be made ex parte, if done in this fashion, the relief requested must be identical to the relief requested in the Complaint. If you need relief not requested in your Complaint (such as an Order directing when and how a discharge must be provided), the Motion should be made on notice to the affected creditor.

The point to keep in mind is: Don't forget to address these issues to avoid a panicky phone call from the debtor and/or a nervous title insurance agent long after your file is closed!♦

**“NIGHTMARE ON ELM STREET” FOR
CHAPTER 13 DEBTORS WHO OWN
REAL ESTATE**

By: Richard H. Weiskopf, Esq.

Consider this hypothetical: Mr. and Mrs. Miller come into your office to consult with you concerning their financial circumstances. Following the first few minutes of your discussion, you realize that the Millers are candidates for a Chapter 13

proceeding. Mr. and Mrs. Miller own the residence in which they live and may, or may not have arrears due on their mortgage. They may be required to be in a Chapter 13 due to excess equity in the property, excessive equity in other assets, due to disposable income concerns or discharge issues. Whatever the reason, you file a Chapter 13 Plan which is confirmed and after between making 36 and 60 payments, your clients complete their Chapter 13 bankruptcy proceeding and receive their discharge. Mr. and Mrs. Millers' problems are over – or are they?

The problem which may now beset Mr. and Mrs. Miller relates to how the mortgage lender has dealt with their Chapter 13 proceeding. Perhaps the Millers fell into post-petition default, but brought their payments current before the lender brought on a formal lift stay proceeding. Perhaps they made all their post-petition payments when they were due. Regardless of what the debtors have done throughout the proceeding, there is no telling what the lender has done.

During the course of the Chapter 13 proceeding, starting with the date when the lender receives notice of the debtors' filing, the mortgage lender may feel the need to take precautionary measures to insure the collateral for its bond is being maintained. At a minimum, the lender may seek to have a drive-by appraisal made of the property. Periodic inspections may be undertaken by the lender to insure that the property remains occupied. The lender may seek legal advice as to its options prior to confirmation and might periodically consult with counsel throughout the proceeding. The bottom line for the lender is that they may have incurred expenses throughout the debtors' Chapter 13 proceeding which the lender feels it may recover from the debtors after the conclusion of the Chapter 13 proceeding or at some time from the conclusion of the proceeding until the mortgage is satisfied in full.

In a case that has recently concluded in Bankruptcy Court, I represented an individual that had two mortgages against his property. The first mortgagee incurred approximately \$2,500 in fees for two appraisals and counsel fees for a lift stay proceeding which was settled prior to the return date of the motion. The only reason the debtor learned that the mortgage lender was seeking to recover these fees was due to the fact that the mortgagee sold the mortgage at the conclusion of the plan to a new lender who then tried to recover the fees from the debtor. The second mortgagee then sought to recover \$860 in costs it incurred during the Chapter 13 proceeding for property inspections and like costs. Had the first mortgagee not sold the mortgage, it is likely that the Chapter 13 debtor would not have learned about these costs until the mortgage was satisfied according to its terms (approximately 15 years hence) or until the property was sold and the figures were buried in a payoff statement.

Is there anything that distinguishes any mortgagor/debtor from my client who has successfully completed his Chapter 13 proceeding? It is suggested that this situation could arise in any Chapter 13 proceeding in which real property is owned by the debtors.

How can the mortgagee recover fees from the debtor when it never brings the matter of collection of those fees before the Court for determination? In New York, many lenders rely on the Fannie Mae/Freddie Mac Uniform Instrument form 3033 which provides several bases upon which it can seek to collect these fees from the debtor. Mortgagors signing this document agree to “(B) pay, with interest, any amounts that lender spends under this Security Instrument to protect the value of the Property and Lender’s rights in the property; . . .” (Page 3). The mortgagee has the right to have these expenses recovered before it applies payments to reduce the principal balance of the note and after the payment of late charges (Page 5). The lender has rights to inspect the property: “Lender, and others authorized by Lender, may enter on and inspect the Property. They will do so in a reasonable manner and at reasonable times. If it has a reasonable purpose, Lender may inspect the inside of the home or other improvements on the Property. Before or at the time an inspection is made, Lender will give me notice stating a reasonable purpose for such interior inspection.” (Note that no notice is necessary if the inspection is limited to the exterior) (Page 9). Under Section 9 Lender’s Right to Protect Its Rights in The Property, at sub (b), provides “Someone, including me, begins a legal proceeding that may significantly affect Lender’s interest in the Property or rights under this Security Instrument (such as a legal proceeding in bankruptcy, in probate, for Condemnation or Forfeiture. . . , proceedings which could give a Person rights which could equal or exceed Lender’s interest in the Property, or under the Security Instrument, proceedings for enforcement of Lien which may become superior to this Security Instrument, or to enforce laws or regulations); . . . then Lender may do and pay for whatever is reasonable or appropriate to protect Lender’s interest in the Property and Lender’s rights under this Security Instrument.”

The mortgage document continues in that paragraph to specify the actions which may be taken by the lender which include “(a) protecting and/or assessing the value of the Property; (b) securing and/or repairing the Property; (c) paying sums to eliminate any Lien against the Property that may be equal or superior to this Security Instrument; (d) appearing in court; and (e) paying reasonable attorneys’ fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding.” The section goes on to describe physical remediation of the property which the lender can undertake. The section also provides that the lender’s actions are permissive and not mandatory. The section continues “I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will pay interest on those amounts at the interest rate set forth in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.”

Absent a bankruptcy proceeding, the mortgagor in a probate or condemnation proceeding would be contractually bound to meet the expenses of the lender. But should the mortgagor, as a

debtor in bankruptcy, be required to meet these obligations during the period that the debtor and his property are under the protection of the Bankruptcy Code? How do these issues ever get addressed by a Bankruptcy Court?

If the lender chooses to remain silent during the bankruptcy proceeding regarding its claim for fees, the issue may not surface until well after the Chapter 13 proceeding is concluded. Occasionally, as in the hypothetical in this article, the information is imparted informally and the debtor can take action to have the Court address the issue. The third possibility is that the lender actually makes an application to the Court to fix the fees incurred during the Chapter 13 proceeding. Such an opportunity arose *In Re: Romano, 174 BR 342 (M.D.FL., 1994)*. The mortgage lender sought recovery of attorneys’ fees and costs it incurred, making an application under §506(b) of the Code. The Court analyzed the mortgage provisions (identical with the Fannie Mae Form 3033 Section 9) and decided that (1) the mortgage can be viewed as a contract of adhesion [supported by Judge Brown in a recent decision (*In Re: Parker, 269 BR 522 (Vt. 2001)*) which dealt with a lease rather than a mortgage and Bankruptcy Code §365;] (2) that the mortgage provision entitling the lender to fees was ambiguous; (3) that a Chapter 13 proceeding does not “significantly affect” Lender’s rights in the property as set forth in the wording of the mortgage provision; and (4) that the interpretation of the contract must be interpreted most restrictively against the drafter. The Court found that it did not have to address the reasonableness of the fees or whether the creditor was over secured since it never got beyond the point of whether there was a contractual agreement for the borrower to pay such fees in bankruptcy.

Use of §506(b) by lenders seeking reimbursement for their expenditures of legal fees has been lightly employed in the types of situations presented by this hypothetical. In the hypothetical, as well as many other Chapter 13 cases, there is no issue concerning the amount of the lender’s claim since the property was not in foreclosure at the time of filing. What about a case where no 362(d) application was brought? Should there be any reason at all to suspect that fees for the general administration of a Chapter 13 proceeding from the lenders prospective have been incurred? Regardless, unknown expenses may be sought to be charged against the borrower well after the time that it is within the purview of the Bankruptcy Court to address these issues.

Is there a recommended course of action to be followed in real estate based Chapter 13 bankruptcy proceedings to protect the debtor (and the debtor’s attorney)? In speaking with my real estate colleagues, the recommended course of action in every case of this type is to request an **estoppel certificate** from the mortgage lender, or lenders, within the last 120 days of the Plan. If the certificate indicates that the lender is claiming entitlement to recover expenditures during the Chapter 13 proceeding, then debtor’s counsel will have an adequate opportunity to bring the issue before the Court and have the Court address: (1) whether or not the lender is entitled to any fees whatsoever and (2) if so

entitled, what is the reasonable amount of the fees in accordance with §506(b) of the Code.◆

**IMPORTANT NOTICE FROM
U.S. BANKRUPTCY COURT
RE: BENNETT FUNDING GROUP, INC.**

Due to the decrease in activity on the Bennett Funding Group, Inc. motion calendar, please note that beginning in April 2002 the case will no longer have a separate motion day. Motions in the Bennett Funding Group case should be scheduled generally on the last Thursday of the month, but as always, please check the automated telephone system or the Court's web site www.nynb.uscourts.gov for the corrected dates and times. Judge Gerling sits in Utica on that day and videoconferences with the attorneys that appear in Binghamton, New York. Therefore, appearances are permitted in either Utica or Binghamton; however, motions should be scheduled at the U.S. Federal Building and Courthouse, 15 Henry Street, Binghamton, New York 13901 and filed with the Clerk's Office in Utica. If you have any questions please contact Fred Grimaldi at (315) 793-8101 x147.◆

**U. S. BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK
CASE MANAGEMENT AND ELECTRONIC
CASE FILES**

It does not seem possible, but we are almost through the preliminary phase of the project and ready to transition into the implementation stage in a few weeks. Our CM/ECF subcommittees have been hard at work since our demonstration at your seminar in Cooperstown.

We began the preliminary phase of the CM/ECF project on November 1, 2001. During this four-month phase, our subcommittees have been looking at our current work flow and procedures. The Court has been using BANCAP as our case management system since August 1, 1992. Some of our staff has also received training at the U. S. Courts training facility in San Antonio, Texas. The training has focused on the technical issues of the new case management system, how the application works for our internal and external users, and how we can effectively train our users to use not only the case management portion of the application but the electronic case filing portion as well.

We did receive some news from the Administrative Office of the U. S. Courts last week that the release of version two of CM/ECF has had a slight set back. Testing will not be completed on this release until mid-June. Original plans were to release the

updated application in early Spring, 2002. As we are planning to implement this version, our anticipated "live" date of September 1 may also have to be moved ahead a few weeks. The positive side of this set back is that we will have additional time for testing and training.

As we move into the implementation phase of this project at the end of March, we will begin looking at the changes that the CM/ECF application will make to our current workflow and procedures. We expect that it will take the months of April and May to complete this task.

What can you be doing during the next few months to get ready for electronic case filing? One of the most important tasks is ensuring that your offices are technically ready. We have updated the CM/ECF section of our website, www.nynb.uscourts.gov, with some very important information for our constituents. The first document posted is "IT Requirements." The information contained in this document will assist you in determining if you have the appropriate hardware and software to file electronically.

The other aspect to look at is your automation skills as well as your staff's skills. The Court will be providing training for all of our users, however, we want to provide the most beneficial training possible for you. The second document is a "Skills and Readiness Survey." Please take a few minutes to complete the survey and send it back to us. The survey will also be available at our public counters in Albany and Utica. The feedback we receive from you will be used to design our ECF curriculum to meet your needs.

There is also another important question in the survey that asks if you would like to be part of a test group. We will be looking for a committed group of external users to help us test the ECF side of this new application probably later into the Summer. The results we receive back from this testing will also play an important part in developing ECF.

If you have any questions regarding the new Case Management/Electronic Case Files application, please do not hesitate to contact Anne Sadlemire, CM/ECF Project Manager, at (518) 257-1619.

FINAL MEETING

On December 18, 2001, approximately 35 people gathered in the early evening at Wolferts Roost Country Club for CRBBA's annual meeting. The primary focus of the annual meeting was the announcement of the following year's officers and directors. The annual meeting, however, also provided those in attendance with an opportunity to catch up with colleagues, meet new members, network and enjoy some great food.

CONGRATULATIONS

By an overwhelming majority of the vote, the following individuals were elected CRBBA's officers and directors for 2002:

President: Diane Davis, Esq., Counsel to the Chapter 13 Trustee

President-Elect: Paul Levine, Esq., Lemery Greisler, LLC

Vice-President: Richard Weiskopf, Esq., Pasquariello & Weiskopf, LLP

Treasurer: F. Matthew Jackson, Esq., Deily, Dautel & Mooney, LLP

Secretary: Karen Simons, Esq., Law Office of Karen Simons

Directors: Paula Barbaruolo, Esq., Orlando & Barbaruolo

Fred Goodman, Esq., Frederick M. Altman & Associates

Bonnie Baker, Esq., Deily, Dautel & Mooney, LLP

Francis Brennan, Esq., Nolan & Heller

In addition, the following individuals have agreed to chair or co-chair one of our committees for 2002:

Annual Convention: Richard Weiskopf, Esq. & Paula Barbaruolo, Esq.

Financial Planning: F. Matthew Jackson, Esq.

Historian/By-laws: F. Matthew Jackson, Esq.

Internet: Fred Goodman, Esq. & Brenda Lubrano-Birken, Esq.

Membership: Karen Simons, Esq.

Newsletter: Karen Simons, Esq. & F. Matthew Jackson, Esq.

Pro Bono: Bonnie Baker, Esq. & Laura Silva, Esq.

Programming & CLE: Paul Levine, Esq. Christopher Dribusch, Esq. & Francis J. Brennan, Esq.

Press Relations: Diane Davis, Esq.

CRBBA is still looking for a chairperson for its Awards Committee. Anyone interested should contact Diane Davis at #449-2043.

CRBBA's committees provide an avenue for all members to become more involved in our Association. If you are interested in taking a more active roll and would like to serve as a member on any of our committees, please contact Diane Davis at #449-2043, or the committee's chairperson.

Any Business Interested in Advertising
in the Upcoming Newsletters
Please Contact
F. Matthew Jackson at 436-0344

NOTICE

Motion dates for Judge Gerling are set forth below.

PLEASE NOTE: THE FIRST SYRACUSE DAY EACH MONTH WILL BE FOR CHAPTER 7 AND 11 MOTIONS ONLY. THE SECOND SYRACUSE DAY EACH MONTH WILL BE RESERVED FOR CHAPTER 13 MOTIONS AT 10:00 A.M. AND CHAPTER 13 CONFIRMATION HEARINGS AT 2:00 P.M. ALSO, PLEASE NOTE THE TIME CHANGES FOR BINGHAMTON AND UTICA.

Syracuse cases:

March 5, April 2, April 30, June 4

10:00 a.m. Motions in Chapters 7 & 11

2:00 p.m. Pre-trials/Chapter 11 status conferences *

March 19, April 16, May 21, June 13

10:00 a.m. Motions in Chapter 12 & 13

2:00 p.m. Chapter 13 confirmation hearings

Binghamton cases:

March 12, April 9, May 14, June 11

10:00 a.m. Motions in Chapters 12 & 13

1:00 p.m. Chapter 13 confirmation hearings

March 28, April 25, May 30, June 27

10:00 a.m. Motions in Chapter 7 & 11 and

Motions in The Bennett Funding Group, Inc.

11:00 a.m. Pre-trials/status conferences*

Utica cases:

March 26, April 23, May 28, June 25

10:00 a.m. Motions in all chapters

1:00 p.m. Chapter 13 confirmation hearings

2:00 p.m. Pre-trials/Chapter 11 status conferences *

* Scheduled by Court

Articles for publication in the newsletter are welcome and should be submitted to: F. Matthew Jackson, Deily Dautel & Mooney, LLP, 8 Thurlow Terrace, Albany, New York 12203.

Please send address change information and/or membership issues to: Karen Simons, Esq., 817 Madison Avenue, Albany, New York 12208.

NOTICE

Albany return dates for Judge Littlefield are set forth below:

- (A) Motions in a Chapter 7 shall be scheduled at 9:00 a.m.
- (B) Motions in a Chapter 11 shall be scheduled at 10:30 a.m.
- (C) Motions in a Chapter 13 shall be scheduled at 1:00 p.m.
- (D) Motions in a Chapter 12 shall be scheduled at 11:00 a.m.
- (E) Submit original Motions with an Affidavit of Service and Proposed Order when applicable.

The following are Judge Littlefield's 2002 motion dates:

March 7, 14, 21, 28

April 3, 11, 25

May 2, 9, 16, 23, 30

June 12, 28

July 3, 19, 25

All requests for pre-trials, trials, hearings on Chapter 11 disclosure statements and confirmations, as well as matters related to confirmation, should still be sent to the Court for scheduling.

Due to Judge Littlefield's conflicts, any motion in a Chapter 12 or 13 with a case commenced prior to May 1, 1995 should still be forwarded to the Court for scheduling. (The last conflict case filing was on April 28, 1995, Case No. 95-11613, Blanchard.)

Judge Littlefield's motion calendar schedule will be posted at the courtroom and the Clerk's office. You are responsible for checking this schedule prior to serving your motions.

2002 OFFICERS AND BOARD OF DIRECTORS	
President	Diane Davis
President-Elect	Paul Levine
Vice President	Richard Weiskopf
Secretary	Karen Simons
Treasurer	F. Matthew Jackson
Director	Bonnie Baker
Director	Paula Barbaruolo
Director	Frank Brennan
Director	Fred Goodman