

CFPB's Mortgage-Servicing Regulations and Their Effects on Bankruptcy: An Update

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Background

- In 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act) amended the Real Estate Settlement Procedures Act (RESPA) of 1974, which is implemented by Regulation X, and the Truth in Lending Act (TILA), which is implemented by Regulation Z, with regard to the servicing of certain residential mortgage loans.

Background, cont'd

- In January 2013, the Consumer Financial Protection Bureau (CFPB) issued Mortgage Servicing Rules to implement these Dodd-Frank Act amendments to RESPA and TILA.
- Borrowers in bankruptcy were, however, explicitly exempted from many of these rules, particularly regarding loss mitigation, periodic statements, and others.

Scope of Mortgage Servicing Rules

- This can include:
 - Applicable servicing requirements
 - State Law Servicing Requirements
 - The Bankruptcy Code
 - Federal Rules of Bankruptcy Procedure
 - Local Bankruptcy Rules
 - Bankruptcy Orders and Plans
- That exceed, but are not in conflict, with the Mortgage Servicing Rules.

Mortgage Servicing Rules

- The preexisting Mortgage Servicing Rules set forth minimum requirements for compliance. Thus, these Rules do not foreclose other entities, such as owners and assignees of mortgage loans, from setting higher servicing standards.

COVID-19 Pandemic

- By March 2020, the COVID-19 pandemic had spread across the globe with devastating effect. In anticipation of an economic fallout and resulting hardships, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which provided extensive consumer protections.
- The CARES Act included a temporary 60-day moratorium on all foreclosure actions pertaining to properties subject to federally backed mortgage loans.

COVID-19 Rule

- The foreclosure moratorium was extended by federal agencies, including the Federal Housing Administration (FHA) and the Federal Housing Finance Agency (FHFA).
- After numerous extensions, the federal moratorium ended on July 31, 2021. Before it expired, the CFPB issued a final rule (COVID-19 Rule) temporarily updating Regulation X of RESPA and the Mortgage Servicing Rules.

COVID-19 Rule, cont'd

- The purpose of the COVID-19 Rule is to facilitate a smooth transition for mortgage servicers and borrowers as the federal foreclosure protections expire.
- The COVID-19 Rule is designed to assist borrowers to avoid foreclosure and stay in their homes through potential loss mitigation options.

COVID-19 Rule

- Effective August 31, 2021, the COVID-19 Rule temporarily amends pre-existing Mortgage Servicing Rules to:
 1. include COVID-19 loss mitigation procedural safeguards to ensure borrowers have a meaningful opportunity to apply for loss mitigation before foreclosure is initiated;
 2. provide mortgage servicers with the ability to offer certain COVID-19-related streamlined loan modifications without a complete loss mitigation application;
 3. require mortgage servicers to provide additional information promptly after early intervention live contacts are established with certain delinquent borrowers; and
 4. establish timing requirements for when mortgage servicers must renew reasonable efforts to obtain complete loss mitigation applications from certain borrowers.

COVID-19 Rule:

Temporary Procedural Safeguards

- The procedural safeguards of the COVID-19 Rule apply when: (i) a borrower became more than 120 days delinquent on payments beginning on or after March 1, 2020; and (ii) the applicable statute of limitations does not expire until January 1, 2022.
- If the above criteria are met, servicers may not initiate foreclosure proceedings before January 1, 2022, except in limited circumstances.

COVID-19 Rule:

Temporary Procedural Safeguards

- The Temporary Procedural Safeguards do not apply if:
 - the borrower abandoned the property;
 - the borrower is more than 120 days behind on the mortgage and has not responded to the required servicer outreach for 90 days; or
 - the borrower submitted a complete loss mitigation application, was evaluated for all available loss mitigation options based on that application, and remained delinquent since submitting the loss mitigation application; thereby, permitting the servicer to proceed with foreclosure in accordance with § 1024.41(f)(2) of RESPA.

COVID-19 Rule:

Temporary Procedural Safeguards

- Definition of delinquency:
 - Under preexisting Mortgage Servicing Rules, mortgage loan obligations are delinquent beginning on the date a periodic payment sufficient to cover principal, interest, and, if applicable, escrow, becomes due and unpaid, until such time as no periodic payment is due and unpaid.
 - **Grace Periods/Payment Tolerances:** A borrower is not delinquent if the servicer treats as timely a payment that is insufficient to cover a periodic payment of principal, interest, and (if applicable) escrow for any given billing cycle, but cannot later rescind that decision.

Definition of Delinquency cont'd:

- **EXAMPLE #1:** Borrower's mortgage loan requires borrower to make periodic payments of principal, interest, and escrow by the first of each month. However, borrower will not incur a late fee if borrower makes the periodic payment by the 15th of the month. If borrower fails to make the January periodic payment, the period of delinquency for purposes of Regulation X's specified mortgage servicing provisions and Regulation Z's periodic statement provision begins on January 2, not January 16.

Definition of Delinquency cont'd:

- **EXAMPLE #2:** Example: Borrower's mortgage loan requires borrower to make periodic payments of principal, interest, and escrow in the amount of \$1010 by the first of each month. On June 1, the borrower makes a payment in the amount of \$1001. In accordance with its policy, servicer treats the payment of \$1001 as timely payment of the periodic payment due on June 1. Assume borrower does not have any other periodic payments that are due and unpaid as of June 1. Borrower is not delinquent for purposes of Regulation X's specified mortgage servicing provisions or Regulation Z's periodic statement provision. However, servicer may require borrower to pay the \$9.00 difference.

Definition of Delinquency cont'd :

- **Breaches of Other Terms of the Mortgage Loan**
Obligation: The definition of delinquency does not address whether a borrower can be delinquent or in default under the specified mortgage servicing provisions due to other breaches of the mortgage loan obligation, such as a failure to pay property taxes or maintain required insurance outside of escrow, committing waste or violations of law on the property, or failing to occupy the property when required by the mortgage loan.

Definition of Delinquency cont'd:

- **Rolling Delinquency:** If a servicer applies a borrower's payment to the oldest outstanding periodic payment, the borrower's payment advances the date that the borrower's delinquency began, regardless of whether there is a period during which a periodic payment is due and unpaid.

Definition of Delinquency cont'd:

- **EXAMPLE:** Borrower's mortgage loan requires borrower to make periodic payments of principal, interest, and escrow by the first of each month. Borrower does not make the payment that is due on January 1. On January 31, borrower is 30 days delinquent. On February 3, borrower makes a periodic payment. The servicer applies payments to the oldest outstanding periodic payment (i.e., the periodic payment that was due on January 1). On February 4, borrower is 3 days delinquent for purposes of Regulation X's specified mortgage servicing provisions and Regulation Z's periodic statement provision.

COVID-19 Rule:

Streamlined Loan Modifications

- Under the preexisting Mortgage Servicing Rules, Regulation X generally prohibits servicers from conducting a loss mitigation review based on an incomplete loss mitigation submission.
- The COVID-19 Rule, however, permits servicers to offer certain COVID-19-related loan modification options based on an incomplete application.

Requirements for Streamlined Loan Modifications

- To qualify for this exception, the loan modification program must:
 - not extend the mortgage term more than 40 years from the date the modification is effective;
 - not accrue interest for deferred payments or if FHA mortgage insurance terminates;
 - be available to borrowers with COVID-19-related hardships;
 - cure any pre-existing delinquency when the borrower accepts the modification offer; and
 - cannot include any modification fees and must waive all preexisting fees (e.g. late fees, penalties, etc.) that were incurred on or after March 1, 2020.

COVID-19 Rule:

Reasonable Diligence Obligations

- If a borrower becomes delinquent following the acceptance of a loan modification based on an incomplete loss mitigation application, then the servicer must resume reasonable diligence efforts to obtain a complete loss mitigation application.
- This may require servicers to contact the borrower at least 30 days before the scheduled end of the forbearance period to determine if the borrower wishes to complete the loss mitigation application. If the borrower elects to do so, servicer must reinstate reasonable efforts to allow the borrower to complete the loss mitigation application.

COVID-19 Rule: Early Intervention

- Pre-existing Mortgage Servicing Rules require servicers to make good faith efforts to establish live contact with delinquent borrowers to notify borrowers of loss mitigation options.
- After establishing live contact, the COVID-19 Rule requires servicers to provide delinquent borrowers with additional information, such as:
 - a statement regarding the availability of COVID-19-related forbearance options;
 - a list of applicable programs; and
 - at least one method to find contact information for homeownership counseling services.

COVID-19 Rule: Early Intervention

- Similarly, for borrowers in a forbearance program when live contact is established, a servicer must:
 - inform the borrower of the scheduled end-date of the program;
 - provide a list of available loss mitigation options; and
 - advise the borrower at least one way to find contact information for homeownership counseling services.
- This additional requirement is effective August 31, 2021 and runs through October 1, 2022.

Early Intervention Exemption

- Under preexisting Mortgage Servicing Rules, a servicer is exempt from the early intervention live contact requirements for a mortgage loan when **EITHER** of the following conditions are met:
 - any borrower on the loan is in bankruptcy; or
 - the servicer is a debt collector under the FDCPA with respect to the mortgage loan, and any borrower on the loan has invoked the FDCPA's cease and desist communication protection with respect to that loan.

Mortgage Modification Management Programs

- While 11 U.S.C. 1322(b)(2) generally prohibits cram-down or other coerced mortgage modifications, relying on both Dodd-Frank and CFPB regulations, more than two dozen bankruptcy districts have implemented Mortgage Modification Management programs.
- These programs provide greater transparency for all parties into the loan modification process, minimize delays and provide a structure for representation of debtors in seeking a modification.
- These programs also satisfy the loss mitigation obligations for mortgage servicers.

COVID-19 Rule:

Small Servicer Exemption

- A small servicer includes a servicer that, together with any affiliates, services 5,000 or fewer mortgage loans for which the servicer (or an affiliate) is the creditor or assignee.
- Certain seller-financed transactions and mortgage loans voluntarily serviced for a non-affiliate, even if the non-affiliate is not a creditor or assignee, are excluded from being counted toward the 5,000 loan limit.
- Servicers that qualify as small servicers are exempt from certain parts of the preexisting Mortgage Servicing Rules and entirely exempted from the COVID-19 Rule.

COVID-19 Rule Expiration Dates

- Temporary provisions regarding foreclosure restrictions and procedural safeguards expires January 1, 2022.
- Temporary provisions regarding early intervention communications from servicers to borrowers expires October 1, 2022.

Periodic Statements in Bankruptcy

- Sample Form for Periodic Statement for Consumer in Chapter 7 Bankruptcy:

Springside Mortgage

Customer Service 1-800-555-1234
www.springsidemortgage.com

Jordan and Dana Smith
7700 Jones Drive
Memphis, TN 38103

Mortgage Statement

Statement Date: 9/1/2015

| | |
|----------------|------------|
| Account Number | 1234567 |
| Payment Date | 9/1/2015 |
| Payment Amount | \$1,019.13 |

Bankruptcy Messages

Our records show that either you were a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.

We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you.

If you want to dispute this information, write to us.

Explanation of Payment Amount

| | |
|--------------------------------|-------------------|
| Principal | \$1,000.00 |
| Interest | \$1,019.13 |
| Escrow (Taxes and Insurance) | \$1,019.13 |
| Regular Monthly Payment | \$1,019.13 |
| Total Fees and Charges | \$1,000.00 |
| Refundable Amount | \$1,019.13 |
| Total Payment Amount | \$1,019.13 |

Account Information

| | |
|----------------------------------|-----------|
| Customer's Address | 123456789 |
| Interest Rate (Fixed/Adjustable) | 4.75% |
| Prepayment Penalty | Yes |

Transaction Activity (7/20 to 8/1/15)

| Date | Description | Charges | Payments |
|--------|---|------------|------------|
| 8/1/15 | Partial "Pay More Than Due" | | \$1,000.00 |
| 8/1/15 | Rate was changed because full payment not received by 8/1/15/2015 | \$1,000.00 | |

Past Payments Breakdown

| | Paid Last Month | Paid Prior to Date |
|-----------------------------|-------------------|--------------------|
| Arrears | \$1,019.13 | \$1,000.00 |
| Current | \$1,019.13 | \$1,019.13 |
| Interest (from last month) | \$1,019.13 | \$1,019.13 |
| Total | \$1,019.13 | \$1,019.13 |
| Partial Payment (unapplied) | \$1,000.00 | \$1,000.00 |
| Total | \$1,000.00 | \$1,000.00 |

Account History

- Recent Account History
- Payment due 8/1/15. Fully paid on time.
 - Payment due 7/1/15. Fully paid on 7/1/15.
 - Payment due 6/1/15. Unpaid balance of \$1,000.00.
 - Payment due 5/1/15. Unpaid balance of \$1,000.00.
 - Current payment due 9/1/15. \$1,019.13.
 - Total: \$1,019.13 unpaid amount that, if paid, would bring your loan current.

If You Are Experiencing Financial Difficulty: See below for information about our options to help you stay on track.

Important Messages

Partial Payments: Any partial payments that you make are not applied to your mortgage. Any interest due has to be paid in full. If you are having trouble, please call 1-800-555-1234 or visit our website for more information.

Springside Mortgage

Springside Mortgage
P.O. Box 111111
Los Angeles, CA 90001

| Payment Amount | |
|--------------------|------------|
| Payment Date: | 9/1/2015 |
| Payment Amount: | \$1,019.13 |
| Add Home Insurance | \$ |
| Add Home Taxes | \$ |
| Total Amount Due | \$ |

If you are having trouble, visit us at www.springsidemortgage.com

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Periodic Statements in Bankruptcy

- Sample Form for Periodic Statement for Consumer in Chapter 13 Bankruptcy:

Springside Mortgage

Customer Service 1-800-555-1234
www.springsidemortgage.com

Jordan and Dana Smith
7700 Jones Drive
Memphis, TN 38103

Mortgage Statement

Statement Date: 9/1/2015

| | |
|----------------|------------|
| Account Number | 1234567 |
| Payment Date | 9/1/2015 |
| Payment Amount | \$1,019.13 |

| Bankruptcy Messages |
|--|
| Our records show that either you were a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy. |
| We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you. |
| If you want to dispute this information, write to us. |

| Explanation of Payment Amount | |
|-------------------------------|------------|
| Principal | \$1,000.00 |
| Interest | \$1,019.13 |
| Escrow (Taxes and Insurance) | \$1,019.13 |
| Regular Monthly Payment | \$1,019.13 |
| Total Fees and Charges | \$1,000.00 |
| Refundable Amount | \$1,019.13 |
| Total Payment Amount | \$5,839.13 |

| Account Information | |
|----------------------------------|-----------|
| Customer's Personal | 123456789 |
| Interest Rate (Fixed/Adjustable) | 4.75% |
| Prepayment Penalty | Yes |

| Transaction Activity (7/20 to 8/1/15) | | | |
|---------------------------------------|---|------------|------------|
| Date | Description | Charge | Payments |
| 8/1/15 | Partial "Pay More Than Due" | | \$1,000.00 |
| 8/1/15 | Rate was changed because full payment not received by 8/1/15/2015 | \$1,000.00 | |

| Past Payments Breakdown | | |
|-------------------------|-------------------|--------------------|
| | Paid Last Month | Paid Prior to Date |
| 7/1/15 | \$1,019.13 | \$1,000.00 |
| 6/1/15 | \$1,019.13 | \$1,000.00 |
| 5/1/15 | \$1,019.13 | \$1,000.00 |
| 4/1/15 | \$1,019.13 | \$1,000.00 |
| 3/1/15 | \$1,019.13 | \$1,000.00 |
| 2/1/15 | \$1,019.13 | \$1,000.00 |
| 1/1/15 | \$1,019.13 | \$1,000.00 |
| Total | \$1,000.00 | \$1,000.00 |

| Account History |
|---|
| Recent Account History |
| <ul style="list-style-type: none"> Payment due 8/1/15. Fully paid on time. Payment due 7/1/15. Fully paid on 7/1/15. Payment due 6/1/15. Unpaid balance of \$1,000.00. Payment due 5/1/15. Unpaid balance of \$1,000.00. Current payment due 9/1/15. \$1,019.13. Total \$1,019.13 unpaid amount that, if paid, would bring your loan current. |
| If You Are Experiencing Financial Difficulty: See below for information on how to apply for a loan modification. |

| Important Messages |
|--|
| Partial Payments: Any partial payments that you make are not applied to your mortgage. Any interest and fees that are assessed against you will be added to your mortgage. |

Springside Mortgage

Springside Mortgage
P.O. Box 11111
Los Angeles, CA 90001

| Payment Amount | |
|---------------------|------------|
| Payment Date: | 9/1/2015 |
| Payment Amount: | \$9,839.39 |
| Add Home Insurance: | \$ - |
| Add Home Taxes: | \$ - |
| Total Amount Due: | \$ - |

If you are having trouble making a payment, please call 1-800-555-1234.

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Periodic Statements in Bankruptcy

- Exemption: Servicers of charged off mortgages are exempt from sending periodic statements if no additional fees or interest on the account will be assessed.
- Pursuant to §1026.41(e)(5) the consumer, or the consumer's attorney can request that the servicer cease providing periodic statements.
- Servicers cannot unilaterally decide to only send periodic statements to the consumer's attorney.

Successors-in-Interest Definition:

- The definitions differ slightly under Regulation X, Subpart C, which is related to the term “borrower”, and Regulation Z, which is related to the term “consumer”. Regulation X § 1024.31 and Regulation Z § 1026.2(a)(27)(ii).

Successors In Interest Definition:

- A successor in interest is someone who obtains an ownership interest from a borrower or consumer through these transfers:
 - a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
 - a transfer to a relative resulting from the death of a borrower;
 - a transfer where the spouse or children of the borrower become an owner of the property;
 - a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the borrower becomes an owner of the property; or
 - a transfer into an inter vivos trust in which the borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property.
- A person does not have to assume or otherwise be liable on the mortgage loan in order to be a successor in interest under the 2016 Mortgage Servicing Rule.

Successors In Interest:

- Determination of Successor in Interest:
 - A servicer must respond to a written request from a person who indicates that he or she may be a successor in interest if the request includes the name of the borrower from whom the person received an ownership interest and information that enables the servicer to identify the mortgage loan.
 - Upon receiving notice of the existence of a potential successor in interest, the servicer can:
 - Promptly provide a potential successor in interest with a description of the documents the servicer reasonably requires to confirm the person's identity and ownership interest in the property; then
 - Upon receiving those documents, the servicer can promptly notify a potential successor in interest of the servicer's determination regarding the potential successor's status.

Successors In Interest:

- Effect of Confirmed Successor In Interest: A confirmed successor in interest shall be considered:
 - A “borrower” for purposes of Regulation X’s mortgage servicing provisions (including the servicing transfer, error resolution, request for information, early intervention, continuity of contact, loss mitigation, force-placed insurance, and escrow provisions);
 - A “consumer” for purposes of Regulation Z’s mortgage servicing provisions (including the periodic statement requirements for mortgage loans, provisions on interest rate adjustment notices, the payment processing and payoff statement requirements, and the mortgage transfer notice requirement).

Successors In Interest:

- Exceptions:
 - Small Servicers exceptions;
 - Need not supply location, contact, and personal financial information of original borrower; and
 - A servicer is not required to send specific written disclosures or notices to a confirmed successor in interest if the servicer provides the same written disclosure or notice to another borrower or consumer, including another confirmed successor in interest.

Successors In Interest:

- Bankruptcy Impact: Bankruptcy courts often struggle with questions of whether heirs or other transferees of property can include or make claims against such property, especially when the lien-holder had not contracted with the transferee.
- Examples:
 - Relying on *Johnson v. Home State Bank (In re Johnson)*, 501 U.S. 78, 85, 111 S. Ct. 2150, 115 L. Ed. 2d 66 (1991)), the court in *In re Nunnery*, No. 11-80267, 2011 Bankr. LEXIS 3888, at *12 (U.S. Bankr. M.D.N.C. Aug. 17, 2011), allowed the Debtor, as the equitable owner of the manufactured home, to include creditor's claim in her plan of reorganization and could cram down the unsecured portion of the claim. *See also, In re Rivers-Jones*, No. 07-02607-JW, 2007 Bankr. LEXIS 2992 (U.S. Bankr. D.S.C. Sep. 4, 2007).
 - *In re Flucker*, 466 B.R. 342 (Bankr. D.S.C. 2011), the court held that Debtors which were purchasing the property under a land sales contract, could not cure and maintain the mortgage, since only the seller was a party to that Deed of Trust.

Questions?

Faculty: CFPB Mortgage-Servicing Regulations and Their Effects on Bankruptcy: An Update

Diane A. Bettino is the managing partner of Reed Smith LLP's Princeton, N.J., office and serves as a co-leader of the firm's Financial Services Litigation team. She also is a member of its Financial Industry Group, for which she concentrates her practice in complex state and federal financial services litigation, including residential mortgage lending, credit cards, auto finance, insurance products and equipment finance. She has defended such consumer-based claims in class actions, mass actions, government investigations and single consumer claims. In addition to her concentration in financial services litigation, Ms. Bettino has successfully represented clients on a variety of litigation matters in the areas of data security, medical billing, commercial litigation, environmental law and school law. She also represents clients before regulatory agencies, including state attorneys general, the New Jersey Department of Banking and Insurance and the Division of Consumer Affairs. Ms. Bettino received her B.A. in 1986 in history and classical piano, and her J.D. in 1991 from William & Mary School of Law.

Edward C. Boltz is the managing partner of the Law Offices of John T. Orcutt, P.C. in Durham, N.C., where he represents clients in not only chapter 13 and 7 bankruptcies, but also in related consumer rights litigation, including fighting abusive mortgage practices and developing solutions for student loans. Mr. Boltz served as the president of the National Association of Consumer Bankruptcy Attorneys (NACBA) from 2013-16 and remains on its board of directors, co-chairing its Legislative Committee. He served on ABI's Consumer Bankruptcy Commission from 2017-19 and on the Bankruptcy Council for the North Carolina Bar Association, for which he co-chaired the committee that created a mortgage-modification program for the North Carolina bankruptcy courts. Mr. Boltz is a frequent speaker on bankruptcy issues at both national and local seminars, including at NACBA conventions and workshops, past NCLC workshops and the North Carolina Bankruptcy Institute. In June 2019, he testified on behalf of NACBA in Congress regarding the need for changes to the Bankruptcy Code to make student loans dischargeable and to the means test for disabled veterans. In 2008, he testified before Congress to similarly protect those in the National Guard and reservists, which was enacted as the National Guard and Reservists Debt Relief Act. For the spring 2020 semester, Mr. Boltz served as an adjunct professor at the University of North Carolina School of Law, assisting clients in the Consumer Financial Transactions clinic with student loans. He is a member of the North Carolina State Bar, which certified him as a specialist in consumer bankruptcy law, and he is admitted to practice before the districts courts in both the Eastern and Middle Districts of North Carolina. Mr. Boltz received his B.A. from Washington University in St. Louis in 1993 and his J.D. from George Washington University in 1996.

Paul Hammer is senior counsel with Barron & Newburger, P.C. and leads its Houston office. He practices primarily with the firm's Bankruptcy and Reorganization Group. Prior to joining Barron & Newburger, Mr. Hammer worked in the litigation and bankruptcy sections of large national law firms. Among his responsibilities was to serve as outside general counsel for an international energy company. Mr. Hammer has experience in handling bankruptcy and reorganization proceedings in a number of economic sectors, including energy, health care and retail. His clients have included trustees, equityholders, executives, insurers, financial institutions and committees. Mr. Hammer handles complex matters in the areas of bankruptcy and reorganization, commercial litigation, corporate governance, strategic business planning, dispute-resolution and risk-management. He also has been intimately involved in one of the largest debt-restructuring proceedings in history. Early in his legal career, Mr. Hammer completed clerkships for a federal district court judge and a bankruptcy judge. He is admitted to practice in Texas, Louisiana and Puerto Rico. Mr. Hammer received his B.A. from the University of Louisiana-Lafayette and his J.D. from Loyola University New Orleans College of Law.

Jon Jay Lieberman is senior counsel at Sottile & Barile LLC in Cincinnati and has represented consumer debtors, commercial debtors, large and small creditors, mortgage lenders and servicers, automobile creditors and student loan creditors, as well as chapter 7 and 13 trustees. He has worked for some of the largest creditor firms in the region and is licensed to practice in Ohio, Kentucky, Indiana, Michigan, Colorado, Wisconsin and the District of Columbia. He is also able to practice in front of the Sixth Circuit Court of Appeals, the U.S. Court of International Trade and the U.S. Supreme Court. Mr. Lieberman currently serves as an associate editor of the *ABI Journal* and is a member of a variety of committees and bar associations. He received his J.D. from the University of Cincinnati College of Law in 1990.