

**UPDATE 2 TO MINI•CODE / MINI•RULES ANNOTATIONS  
— 2023 EDITIONS (INCLUDES UPDATE 1)**

**RESEARCH 2024 EDITIONS  
43 F.4<sup>th</sup> 37 – 63 F.4<sup>th</sup> 458  
Volumes 36 - 51 and 1 -20**

**SUPREME COURT**

**11 USC § 363**

**U. S. *MOAC Holdings LLC v. Transform Holdco LLC***, 143 S. Ct. 927 (2023)(court held that § 363(m), which provides that reversal on appeal of an unstayed sale or lease assignment order does not affect its validity to a good faith purchaser or lessee, is not a jurisdictional provision; appeal was also not rendered moot).

**11 USC § 523**

**U. S. *Bartenwerfer v. Buckley***, 143 S. Ct. 665 (2023)(debt incurred due to non-dischargeable fraud of debtor-husband was imputed to nonculpable partner-debtor-wife under CA law, and was, therefore, also non-dischargeable as to wife under § 523(a)(2)(A)).

**TITLE 11, UNITED STATES CODE**

**11 USC § 106**

**1st Cir.** [*Coughlin* case after ...2020), insert the following: *cert. granted* 143 S. Ct. 645 (2023)(Bankruptcy Code.... .]

**11 USC § 327**

**3d Cir. *Maxus Liquidating Trust v. YPF, S.A. (In re Maxus Energy Corp.)***, 49 F.4th 223 (3d Cir. 2022) (liquidating trust’s law firm was not disqualified when an ethical wall was timely implemented concerning a recently hired attorney whose firm had represented defendant).

**11 USC § 329**

**7th Cir. *Dordevic v. Layng (In re Dordevic)***, 62 F.4th 340 (7th Cir. 2023)(disgorgement of all attorney’s fees was warranted against attorney who refused to file a corrected financial disclosure to report previously underreported fees).

**11 USC § 330**

**6th Cir. *In re Village Apothecary, Inc.***, 45 F.4th 940 (6th 2022)(bankruptcy court may consider “results obtained” to determine whether fees are reasonable though that lodestar factor was not included when Code was amended).

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**11 USC § 362**

**1st Cir.** *Triangle Cayman Asset Co. v. LG and AC, Corp.*, 53 F.4th 24 (1st Cir. 2022)(actions in contravention of bankruptcy stay are void and did not become effective once bankruptcy case was dismissed).

**7th Cir.** *Sheehan v. Breccia Unlimited Co. (In re Sheehan)*, 48 F.4th 513 (7th Cir. 2022)(Ill. bankruptcy court lacked specific personal jurisdiction over Irish creditors to enforce stay).

**11 USC § 363**

**U. S.** *MOAC Holdings LLC v. Transform Holdco LLC*, 143 S. Ct. 927 (2023)(court held that § 363(m), which provides that reversal on appeal of an unstayed sale or lease assignment order does not affect its validity to a good faith purchaser or lessee, is not a jurisdictional provision; appeal was also not rendered moot).

**11 USC § 365**

**5th Cir.** *In re J. C. Penney Direct Mktg. Servs., L.L.C.*, 50 F.4th 532 (5th Cir. 2022)(rejection of sublease was approved since it enhanced the debtor's estate despite the bad faith negotiations).

**5th Cir.** *Argonaut Ins. Co. v. Falcon V, L.L.C. (In re Falcon V, L.L.C.)*, 44 F.4th 348 (5th Cir. 2022)(surety contract was not executory when surety would not be excused even if debtors failed to perform).

**9th Cir.** *Smart Capital Inv. I, LLC v. Hawkeye Entertainment, LLC (In re Hawkeye Entertainment, LLC)*, 49 F.4th 1232 (9th Cir. 2022)(lessor of assumed lease had a right to adequate assurance under §365(d); however, requiring further assurance of past defaults would have been simple promises and would only serve to avoid continuance of an under market lease).

**11 USC 502**

**5th Cir.** *Ultra Petroleum Corp. v. Ad Hoc Comm. of Open Unsecured Creditors (In re Ultra Petroleum Corp.)*, 51 F.4th 138 (5th Cir. 2022)(when debtor is solvent, postpetition interest is payable at contract rate).

**11 USC § 507**

**2d Cir.** *ESL Invs., Inc. v. Sears Holdings Corp. (In re Sears Holdings Corp.)*, 51 F.4th 53 (2d Cir. 2022)(in considering super priority claim for alleged failure of adequate protection, collateral was valued at net orderly liquidation value rather than retail value).

**4th Cir.** *United States v. Alicea*, 58 F.4th 155 (4th Cir. 2023)(shared responsibility payment under Affordable Care Act qualifies as a tax measured by income, not a penalty; a tax is support for the government and a penalty is an exaction as a punishment).

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**11 USC § 521**

**1st Cir.** *Botelho v. Buscone (In re Buscone)*, 61 F.4th 10 (1st Cir. 2023)(parties who fail to list a legal claim may escape the application of judicial estoppel if they lacked knowledge of the claim or had no motive for concealment).

**6th Cir.** *Stanley v. FCA US, LLC*, 51 F.4th 215 (6th Cir. 2022)(chapter 13 debtor knowingly failed to schedule FMLA claim against his employer; judicial estoppel barred later pursuit).

**11 USC § 522**

**6th Cir.** *Biondo v. Gold, Lange, Majoros & Smalarz, P.C. (In re Biondo)*, 59 F.4th 811 (6th Cir. 2023) (settlement for pain and suffering from chapter 7 debtor’s car accident, along with medical bills, lost wages and attorneys’ fees, fit within §522(d)(11)(D)’s exception to exemption; trustee did not have to immediately object).

**9th Cir.** *Barclay v. Boskoski*, 52 F.3d 1172 (9th Cir. 2022)(chapter 7 debtor could avoid a judgment lien impairing his homestead exemption, utilizing the \$600,000 exemption in force at the date of the bankruptcy filing, not the exemption amount in effect at the date of filing of the judgment lien).

**11 USC § 523**

**U. S.** *Bartenwerfer v. Buckley*, 143 S. Ct. 665 (2023)(debt incurred due to non-dischargeable fraud of debtor-husband was imputed to nonculpable partner-debtor-wife under CA law, and was, therefore, also non-dischargeable as to wife under § 523(a)(2)(A)). [ADD to SUPREME COURT CASES]

**1st Cir.** *Kriss v. U.S. (In re Kriss)*, 53 F.3d 726 (1st Cir. 2022)(forms 1040 filed years after due date were not “returns” that satisfied requirements of nonbankruptcy law; taxes, interest and penalties were nondischargeable).

**9th Cir.** *Kassas v. State Bar of Cal.*, 42 F.4th 1123, *on reh’g*, 49 F.4th 1158 (9th Cir. 2022)(disbarred attorney’s obligation to reimburse State Bar’s Client Security Fund for restitution payment was a reimbursement for actual pecuniary loss, therefore, not excluded from discharge under §523(a)(7)).

**11th Cir.** *Spring Valley Produce, Inc. v. Forrest (In re Forrest)*, 47 F.4th 1229 (11th Cir. 2022)(§523(a)(4) does not except debts incurred by a PACA trustee).

**11 USC § 524**

**5th Cir.** *NexPoint Advisors, L.P. v. Highland Capital Mgmt., L.P. (In re Highland Capital Mgmt., L.P.)*, 48 F.4th 419 (5th Cir. 2022)(chapter 11 plan cannot exculpate nondebtors, with the exception of the debtor, the committee and its members, and in this case, the independent directors who were acting as trustee).

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**7th Cir.** *Fidelity & Dep. Co. of Md. v. TRG Venture Two, LLC (In re Hill)*, 61 F.4th 529 (7th Cir. 2023) (creditor knowingly and intentionally violated chapter 11 plan by pursuing claims against debtor’s successor/purchaser; contempt sanctions including litigation costs and costs of maintaining properties were affirmed).

**11 USC § 541**

**7th Cir.** *Ryan v. Branko Prpa MD, LLC*, 55 F.4th 1108 (7th Cir. 2022)(under Wisc. law, workers’ compensation settlement payment held in law firm’s trust for debtor’s medical expenses was not property of the estate).

**8th Cir.** *Ritchie Special Credit Invs., Ltd. v. JP Morgan Chase & Co.*, 48 F.4th 896 (8th Cir. 2022)(claim against consulting firm and other creditor for aiding and abetting debtor’s fraud was general to creditors and belonged to the trustee; individual creditor lacked standing).

**11 USC § 544**

**5th Cir.** *Ogle v. Morgan (In re Evergreen Helicopters Int’l Inc.)*, 50 F.4th 547 (5th Cir. 2022)(prepetition state court judgment approving settlement with same parties established the issue of reasonably equivalent value).

**11th Cir.** *1944 Beach Boulevard, LLC v. Live Oak Banking Co. (In re NRP Lease Holdings, LLC)*, 50 F.4th 979 (11th Cir. 2022)(Florida financing statement which misnamed debtor by abbreviating “Boulevard” to “Blvd.” was seriously misleading and ineffective to perfect security interest).

**11 USC § 547**

**7th Cir.** *Warsco v. Creditmax Collectioin Agency, Inc.*, 56 F.4th 1134 (7th Cir. 2023)(federal law defines “transfer”; a transfer occurs when garnished money changes hands, not when garnishment order is signed).

**11 USC § 724**

**9th Cir.** *United States v. Warfield (In re Tillman)*, 53 F.4th 1160 (9th Cir. 2022)(trustee could not avoid a tax lien attaching to exempt property; property remained liable for the tax lien).

**11 USC § 727**

**1st Cir.** *Kupperstein v. Schall (In re Kupperstein)*, 61 F.4th 1 (1st Cir. 2023)(debtor’s omissions in his Statement of Financial Affairs constituted knowing and fraudulent false oaths regarding material facts; discharge was denied under § 727(a)(4)(A)).

**2d Cir.** *Gasson v. Premier Capital, LLC*, 43 F.4th 37 (2d Cir. 2022)(continuous concealment doctrine recognizes concealment of interest in asset that intentionally continues into year before bankruptcy and is within reach of the §727(a)(2)(A) exception to discharge).

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**11 USC § 1109**

**4th Cir.** *Truck Ins. Exchange v. Kaiser Gypsum Co., Inc.* (In re Kaiser Gypsum Co., Inc.), 60 F.4th 73 (4th Cir. 2023)(chapter 11 plan of asbestos debtor was “insurance neutral” and thus insurer was not a “party in interest” and lacked standing to challenge the plan).

**11 USC § 1112**

**3d Cir.** *LTL Mgmt., LLC v. Those Parties Listed on Appendix A To Complaint and John and Jane Does 1-1000* (In re LTL Mgmt, LLC), 58 F.4th 738 (3d Cir. 2023)(company formed to assume liability for talc related liability had its bankruptcy dismissed because company was not in financial distress on petition date, could not show petition served valid bankruptcy purposes, and could not show good faith).

**11 USC § 1124**

**2d Cir.** *TLA Claimholders Group v. LATAM Airlines Group S.A.* (In re LATAM Airlines Group S.A.), 55 F.4th 377 (2d Cir. 2022)(unsecured creditors claims were not impaired when they did not receive postpetition interest; debtor was found to be insolvent; debtor’s solvency analysis approved).

**5th Cir.** *Ultra Petroleum Corp. v. Ad Hoc Comm. of Open Unsecured Creditors* (In re Ultra Petroleum Corp.), 51 F.4th 138 (5th Cir. 2022)(given the solvency of the debtor, postpetition interest was to be calculated at the contract default rate, not at the lower federal judgment rate).

**9th Cir.** *In re PG&E Corp.*, 46 F.4th 1047 (9th Cir. 2022)(under the solvent debtor exception unsecured creditors with unimpaired, unsecured claims are entitled to postpetition interest at the contractual or state law judgment rate, subject to equitable considerations).

**11 USC § 1127**

**5th Cir.** *Highland Capital Mgmt. Fund Advisors, L.P. v. Highland Capital Mgmt., LP.* (In re Highland Cap. Mgmt., L.P.), 57 F.4th 494 (5th Cir. 2023)(plan was not modified by use of an indemnity sub-trust which did not alter parties’ rights and obligations).

**11th Cir.** *Braun v. America-CV Station Group, Inc.* (In re America-CV Station Group, Inc.), 56 F.4th 1302 (11th Cir. 2023)(additional disclosure and voting are required when plan modification materially and adversely affects shareholders).

**11 USC § 1322**

**3d Cir.** *In re Peralta*, 48 F.4th 178 (3d Cir. 2022)(chapter 13 debtor’s Penn. residence was not part of estate when installment contract seller had a prepetition judgment for possession; debtor did not have a right to cure).

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**11th Cir.** *Mortgage Corp of the South v. Bozeman (In re Bozeman)*, 57 F.4th 895 (11th Cir. 2023) (anti modification provision of §1322(b)(2) prohibited debtor’s full payment plan from modifying mortgagee rights and releasing lien prior to payment in full).

**11 USC § 1326**

**10th Cir.** *Goodman v. Doll (In re Doll)*, 57 F.4th 1130 (10th Cir. 2023)(§1326(a)(2) requires chapter 13 trustee to return all pre confirmation payments to debtor without deducting trustee fees when plan is not confirmed).

**11 USC § 1327**

**7th Cir.** *In re Laney*, 46 F.4th 628 (7th Cir. 2022)(post confirmation amendment of claim allowed to add necessary and reasonable attorney’s fees based on compelling reasons).

**TITLE 28, UNITED STATES CODE**

**28 USC § 157**

**3d Cir.** *Mesabi Metallics Co. v. B. Riley FBR, Inc. (In re Essar Steel Minn., LLC)*, 47 F.4th 193 (3d Cir. 2022)(core subject matter jurisdiction upheld over chapter 11 plan confirmation appeal; court has jurisdiction to interpret and enforce its prior orders).

**28 USC § 158**

**1st Cir.** *The Fin. Oversight & Mgmt. Bd. for P.R. v. Cooperative de Ahorro y Credito Abraham Rosa (In re Fin. Oversight & Mgmt. Bd. for P.R.)*, 52 F.4th 465 (2022 1st Cir.)(orders in bankruptcy cases may be appealed if they dispose of discrete disputes in larger case; court lacks jurisdiction when discrete order is not timely appealed).

**11th Cir.** *Esteva v. UBS Fin. Servs., Inc. (In re Esteva)*, 60 F.4th 664 (11th Cir. 2023)(parties’ joint stipulation for dismissal of the sole remaining claim did not cure the premature notice of appeal under cumulative finality).

**28 USC § 1334**

**5th Cir.** *Electric Reliability of Tex., Inc. v. Just Energy Tex., L.P. (In re Just Energy Group, Inc.)*, 57 F.4th 241 (5th Cir. 2023)(federal court abstained under *Buford* from determining whether storm related payments could stand; Travis County, Texas court was the appropriate state forum).

**5th Cir.** *Natixis Funding Corp. v. GenOn Mid-Atlantic Dev., L.L.C. (In re GenOn Mid-Atlantic Dev., L.L.C.)*, 42 F.4th 523 (5th Cir. 2022)(state law claims against nondebtor threatened a bankruptcy settlement so they pertained to plan’s implementation effecting related to jurisdiction; if jurisdiction existed at time of removal, later events will not divest court of jurisdiction).

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**28 USC § 1930**

**1st Cir.** *Brown v. Harrington (In re Brown)*, 55 F.4th 945 (1st Cir. 2022)(cause existed to dismiss post confirmation chapter 11 case based on failure to file quarterly reports as required by the confirmation order).

**2d Cir.** *Clinton Nurseries, Inc. v. Harrington (In re Clinton Nurseries, Inc.)*, 998 F.3d 56 (2d Cir. 2021), *judgment vacated*, 142 S. Ct. 1770 (2022)(2017 amendment of § 1930 was unconstitutional, violating the uniformity requirement of the Bankruptcy Clause). [THIS SHOULD REPLACE THE CURRENT ANNOTATION.]

**FEDERAL RULES OF BANKRUPTCY PROCEDURE**

**RULE 2004**

**3d Cir.** *Bestwall, LLC v. Armstrong World Indus., Inc. (In re Bestwall, LLC)*, 47 F.4th 233 (3d Cir. 2022) (Rule 2004 hearing collaterally estopped later litigation to quash subpoenas).

**RULE 2016**

**7th Cir.** *Dordevic v. Layng (In re Dordevic)*, 62 F.4th 340 (7th Cir. 2023)(disgorgement of all attorney’s fees was warranted against attorney who refused to file a corrected financial disclosure to report previously underreported fees).

**RULE 9011**

**4th Cir.** *U.S. Trustee v. Delafield*, 57 F.4th 414 (4th Cir. 2023)(attorney for chapter 7 debtors was properly sanctioned for funneling bankruptcy clients to fraudulent repossession scheme; attorney received adequate due process).

**RULE 9019**

**7th Cir.** *In re Helmstetter*, 44 F.4th 676 (7th Cir. 2022)(chapter 7 debtor did not have standing to appeal trustee’s settlement agreement order based on speculation that he would recover a surplus from the litigation).

**RULE 9024**

**8th Cir.** *PIRS Capital, LLC v. Williams*, 54 F.4th 1050 (8th Cir. 2022)(preference defendant that was liable on a default judgment did not show “exceptional circumstances” entitling it to relief since it received actual notice of pleadings but failed to timely contest, due to its own inexcusable neglect).