

**International Women's Insolvency and Restructuring Confederation
Network Annual Report
Year: August 2007-July 2008**

IWIRC CENTRAL OHIO NETWORK (ICON¹)

Network Annual Report	Network Guidelines
<p>1. Please provide a list of the Network's Board of Directors ("Board"), including: Name Firm Years on Board Prior Positions Membership in Confederation</p> <p>* Please see attached chart on page 4.</p>	<p>➤ Board to consist of no less than 3 officers. ➤ No individual can maintain the same position on the Board for more than 4 terms or 4 years ➤ No individual may serve on the Board for more than 4 terms or 4 years (this requirement can be waived or modified).</p>
<p>2. How many Board meetings were held this year? <u>8</u> (ICON holds monthly meetings with the Board and all members. In addition to the 8 general meetings, ICON participated in 4 special events to be further described, below).</p>	<p>➤ Board to hold meetings no less than 6 times each year.</p>
<p>3. When were the last Board elections held?</p> <p>June, 2008. ICON has two-year alternating terms for its President (Chair) /Vice President (Co-chair) positions. At least one co-chair has served for one year at the time of each election. The effective start date for the new term was June, 2008. This has changed since our year-end report last year due to necessity. Our Bylaws may be amended soon to reflect the change.</p>	<p>➤ Elections to be held no less than bi-annually.</p>
<p>4. Does the Network charge dues? Yes.</p> <p>If so, how much are membership dues? \$20.00 per year for practitioners/other professionals and \$10.00 per year for student members.</p> <p>If dues are > \$30, have the dues been approved? N/A</p>	<p>➤ Maximum dues are \$30 (fees in excess may be approved).</p>
<p>5. How many events were held this year? 4* Please attach a list of events held, noting: Date of Event Type of Event Partner Organization (if applicable) Open to Non-Members (Yes/No) Designed for New Members (Yes/No)</p> <p>• Please see attached chart on page 5.</p>	<p>➤ Network to have at least 3 events, 2 of which must be open to non-members. ➤ Network to obtain prior written Board approval for Network "Special Events" (as defined in handbook). ➤ Network to host at least 1 program to recruit new members. ➤ Network to participate in at least 1 regional event, or if the Network is a regional network, participate in a program with another Network, every 4 years.</p>

1 The Central Ohio Network has not officially resolved to adopt the acronym ICON, for IWIRC Central Ohio Network, but the Bylaws may be amended in the coming year to reflect the new name.

<p>6. How many articles have been contributed to the newsletter this year? None. ICON generally submits at least two articles per year, and will contribute in the coming year. ICON also has its own quarterly newsletter for members and other practitioners in our community. A sample is attached.</p>	<p>➤ Network to submit no less than 1 article to the International Board's newsletter each year.</p>
<p>7. How many members does the Network have? 32 (Our membership roster includes one U.S. Bankruptcy Judge and International Board Member, Brenda K. Bowers. Also, there are at least 5 potential Network members for the coming year). The ICON roster is attached. How many of these are International members? 8</p>	<p>➤ Each Network shall have at least 4 International members.</p>
<p>8. Please attach the Network's financial statement for the year (revenues and expenses) * Please see attached financial statement and copy of our 2007 tax return (2007 Form 990N).</p>	<p>➤ Networks to provide an accounting of income and costs on an annual basis.</p>
<p>9. Please attach a copy of the Network's bylaws * Please see attached.</p> <p style="text-align: center;">RESPONSES CONTINUED ON NEXT PAGE</p>	

10. Identify any other information you find would be helpful for the International Board to know at this time.

Over the past year, ICON has re-evaluated its existing programming, developed new programming ideas, and created a master calendar for 2008-2009. Some of the motivation for this reevaluation was the decline in participation in two of our staple programs, as well as feedback from the First Annual Leadership Summit, which our outgoing President, Kristin Richner attended in July, 2007.

Previously, we held three staple annual programs, as follows: 1) A **Law Student Reception**, consisting of a networking reception and panel of professionals from large firm practice to alternative careers such as accounting and workers compensation; 2) **Bankruptcy Law Institute (BLI) Luncheon**, during an annual bankruptcy law seminar by the Columbus Bar Association in May. The luncheon was open to both members and non-members and has been used as a recruiting tool. Also, at least one speaker was invited to speak on a selected topic. Last year's luncheon speaker was The Honorable Steven W. Rhodes, Chief Judge of the U.S. Bankruptcy Court for the Central District of Michigan. The selected topic was, "Balancing Life at Work with Life at Home;" and 3) **Holiday Luncheon**, primarily open to members. During this annual event, the members wrap gifts for delivery to at least two adopted families based on family wish lists. The families are chosen from community organizations or our members' church organizations.

Of the three staple programs, ICON has only continued one- the Holiday Luncheon. As has been the experience of several IWIRC Networks, it is nearly impossible to draw law students to events hosted by insolvency practitioners, no matter the time of year or venue. Additionally, our BLI Luncheon was often overshadowed by the larger event. These programs will remain in our program bank, but we do not anticipate continuing them in the near future.

ICON's continued focus in the coming year is on a variety of wellness activities, community outreach, joint programming with other Networks and professional organizations, and continued networking among the members of our Network and other professional organizations.

Our programs for 2007-2008 were as follows:

- 1) **Annual Gathering**- Cookout, sponsored by one of our network and International members, held August 8, 2007;
- 2) **Wellness Activity**- On October 25, 2007, we invited a personal trainer to one of our meetings to provide us with exercises/stress relievers that can be performed at our desks;
- 3) **Holiday Luncheon**- held December 14, 2007 (please see above); and
- 4) **Spa Day**- Pampering, plus networking, held February 9, 2008.

Also, in the past year, ICON members have engaged in a Job Share during monthly meetings, where two to three members provide insight on their daily tasks, responsibilities, and areas of practice or other professional areas, such as academia, accounting or worker's compensation.

<p>New programming ideas in progress for 2008-2009 are as follows:</p> <ol style="list-style-type: none"> 1) Professional Development Activity- Proposed program, "How to Dress for you Body Type;" 2) Annual Holiday Luncheon (December, 2008); 3) Gala- Banca Rotta at the Conservatory Deux- This event will be open to the local bankruptcy and insolvency community from practitioners to judges and court staff. We will also invite members of NEON and the Pittsburgh Network. It will be held in celebration of our nearly 15 years as a chartered Network. It is also notable that this is the first time that ICON has requested sponsorship from firms in the community, which to date has been a success. <p>ICON has also created four subcommittees for 2008-2009 to utilize the skills and passions of our members in their chosen areas of interest. The subcommittees will foster new programming as well as enhance past programming efforts. ICON's subcommittees are as follows:</p> <ol style="list-style-type: none"> 1) Professional Development- The Professional Development Subcommittee will plan events and activities for professional growth among our members, including our proposed program, "How to Dress for your Body Type;" 2) Outreach- One of the endeavors for this subcommittee is to establish and launch a financial education program for students in our local school districts, and partner with the Girl Scouts of America for a financial education badge; 3) Social- The Social Subcommittee will continue planning the Gala for April, 2009, as well as the Holiday Luncheon and Health and Wellness activities; and 4) Newsletter- The Newsletter Subcommittee will continue to publish our quarterly newsletter. 	
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Network Board of Directors

Name	Firm	Position	Years on the Board	Prior Positions	Int'l Member?
Andria Beckham	Bricker & Eckler LLP	President/Co-Chair	1 year, 8 months	Vice President/Co-Chair	Yes
Violynn Joseph	US Bankruptcy Court, Southern District of Ohio	Vice President/Co-Chair	3 months	Member	Yes
Chrissie Powers	Rea & Associates	Treasurer	1 year, 8 months	Member	Yes
Jill Whitworth	Ohio Bureau of Worker's Compensation	Secretary	4 years	Secretary, Newsletter	Yes

Network Event Listing*

Date of Event	Type of Event	Partnership Organization	Open to New Members (Y/N)	Designed for New Members (Y/N)	Number Attended (if avail)
10/25/07	Wellness Workshop: Stress Relief Exercises for the Office (with a Certified Personal Trainer)	Kegler Hill Brown & Ritter LLP	Y	N	15
12/14/07	Annual Holiday Luncheon and Adopt-a-Family	Squire Sanders & Dempsey LLP	Y	N	15-20
2/8/08	Spa Day (LifeSpa, Lifetime Fitness)	None	Y	N	10
8/14/08	ICON Annual Gathering	Rhiel & Associates LPA	Y	N	15

***Remaining 2007-2008 events along with new programming ideas for 2008-2009, are listed in response to Question 10, above. Please also see the attached calendar of programs.**



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INTERNATIONAL WOMEN'S INSOLVENCY & RESTRUCTURING CONFEDERATION

June 2008

This Newsletter will be sent out by email only. If you know of someone who would like to or should receive the newsletter, please send me their email address. My email address is jill.whitworth@bwc.state.oh.us.

NOTES FROM THE BOARD

After a few months of requests and inquiries (i.e. begging and pleading) among our membership regarding interest in our available Co-Chair position, I am very pleased to announce our new Co-Chair, Violyann Joseph, Law Clerk to the Honorable Charles M. Caldwell. Violyann will be a great addition and asset to our board and Network. Also, I would like to extend my deep appreciation and gratitude to Kristin Richner, who served as Co-Chair for over two years. I have enjoyed working with Kristin as Co-Chair and am happy that she will be able to resume general membership when she returns from maternity leave.

There are a few events to look forward to this summer. Our next meeting will be hosted by our new Co-Chair, Violyann, at the Bankruptcy Court on **Friday, June 20, 2008 at noon**. Please be sure to let Violyann know if you are able to attend at violyann_joseph@ohsb.uscourts.gov. We do not have a host for the July meeting, but may move the meeting to the Topiary gardens for an outdoor lunch. Also, our network chairs and any other interested members are encouraged and welcome to attend the IWIRC Network Chairs Retreat in Chicago, Illinois, on July 24-25, 2008. Please let me know if you are interested in attending. We will end the summer with our annual gathering in August hosted by Susan Rhiel at her office. The date for that meeting will be determined shortly.

As a member of the Gala Committee, I am happy to report that we have met twice with an initial planning meeting and a meeting at the Franklin Park

Conservatory. Our gala event, Banca Rotta_Part Deux ("Broken Bench Part 2"), will be held in May, 2009, to celebrate the 15 year anniversary of the Central Ohio Network. At this time, we are reviewing the event information provided by the Conservatory, and will present a report at the July meeting.

In case you are interested, Banca Rotta is the Latin phrase from which the term bankruptcy is derived. During medieval days, a sign of a merchant's insolvency was his broken stand in the marketplace.

Finally, please be sure to consider the following proposed subcommittees for our Network, including the relevant responsibilities and tasks of each committee and the one on which you may be interested in participating:

- Special Events;
- Health/Wellness;
- Program/Professional Development;
- Holiday Luncheon; and
- Newsletter.

We will revisit this issue at our next meeting. I look forward to seeing you all in June.

Andria
abeckham@bricker.com
Andria Beckham – Bricker & Eckler

It is a pleasure to be able to write my first submission in our newsletter. Many may already be aware that for the next two years, I will be serving as one of our organization's co-chairs. I am very excited about this opportunity and look forward to working with you. While working together, I hope that we will also get to know one another better. I will start by sharing some things about myself.

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For the past 9 months, I have been working as the law clerk for the Honorable Charles M. Caldwell. I have lived in Columbus close to 4 years and originally hail from New York, New York. This explains why I am licensed in New York and New Jersey— licensure in Ohio is in my future plans.

After relocating to Columbus, I attended law school here at The Ohio State University Moritz College of Law. At Moritz, I participated in the Mentoring @ Moritz and More program, was president of the Caribbean Law Students Association, a mentoring co-chair of the Black Law Students Association, and a managing editor of *The Ohio State Law Journal*. I was also on the Civil Rights Moot Court Team.

Prior to law school, I worked as a paralegal at a small civil litigation firm in New York. I attended college at the State University of New York at Binghamton and majored in Philosophy, Politics, and Law and minored in economics. I was also very active during my undergraduate years.

I am enjoying my experience at the Bankruptcy Court thus far; it is proving to be invaluable. I am confident that I will feel the same way about working with IWIRC. I thank you for welcoming me into this great organization and thank you for allowing me to serve as a co-chair.

Violynn J. Joseph
United States Bankruptcy Court

NOTES FROM THE EDITOR

Thanks as always to my fellow Board members, and Mellissia, for their contributions to this newsletter. Future submissions from anyone are welcome. Next deadline is August 29 – Happy Summer!

Jill Whitworth – Ohio Bureau of Workers' Comp

UPCOMING IWIRC MEETINGS

June 20, 2008
12:00 PM

US Bankruptcy Court
170 N. High St.

July

TBA

August
(date TBA)

Summer Picnic
Rhiel & Associates
394 East Town Street

OHIO WOMENS' BAR ASSOCIATION – ANNUAL MEETING REPORT by Mellissia Fuhrmann, Ohio Attorney General's Office

This year, the IWIRC Central Ohio Network sponsored the Ohio Women's Bar Association's annual meeting at the \$250 level. The annual meeting was held on May 14 at the Columbus Athenaeum. Approximately 150 female lawyers from all over the State of Ohio were in attendance, including IWIRC members Susan Rhiel, Nora Jones, and Mellissia Fuhrmann. Highlights included Keynote speaker Suzanne Miklos from Organizational Effectiveness Strategies, Inc. speaking on the topic of the "Emotional Intelligence of Women." Miklos' argument is that women possess an emotional intelligence that is unique to their sex. She asserted that this intelligence is what makes women more adept when it comes to skills such as cultivating and nurturing relationships. She also said it is what makes women more effective communicators. Miklos argues that professional women should be aware of and tap into this unique gift that they have. Moreover, Miklos asserted that women's emotional intelligence (i.e., sensitivity and compassion) should not be viewed as a weakness, but instead as a strength that can be used to their advantage in both their personal and professional lives.

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After Dr. Miklos' presentation, the OWBA presented their annual scholarship to Breann Hill, a law student at the University of Dayton School of Law. Former Attorney General Betty Montgomery presented the OWBA's "Family Friendly Award" to the law firm of Cooper and Walinski. This award is given annually by the OWBA to a law firm that has a reputation of going out of its way to accommodate the needs of moms and dads in the workplace. Finally, Court of Appeals Judge Lisa Sadler administered the oath of office to the in-coming officers of the OWBA.

In-coming OWBA President Michele Shuster is based in New Albany. As such, there will be many OWBA activities in Columbus during the coming year. For more information or if you're interested in joining the OWBA, please contact Mellissia Fuhrmann, Chrissie Powers, or go the OWBA's web site, OWBA.org.

SIXTH CIRCUIT BAP HOLDS THAT "WITNESS MY HAND" NOT SUBSTANTIAL EQUIVALENT OF "ACKNOWLEDGED BEFORE ME" ON NOTARY SEAL IN MORTGAGE AVOIDANCE ACTION by Andria Beckham, Bricker & Eckler

In *Geygan v. World Savings Bank, FSB*, 2008 FED App. 0005P (6th Cir. B.A.P. Mar. 12, 2008), the Sixth Circuit BAP affirmed the bankruptcy court, holding that the mortgage's certificate of acknowledgment, which included the phrase "witness my hand" next to the notary's signature, did not comply with Ohio law, and that the Trustee was a bona fide purchaser pursuant to the U.S. Bankruptcy Code.

Prior to filing bankruptcy, the Debtors granted a mortgage to World Savings Bank ("WSB") as security for certain real property, and signed a note in the amount of \$327,600.00 also in favor of WSB. The notary public signed below the signature of the Debtors next to the handwritten

phrase, "Witness my hand this 23rd day of May, 2000." The notary's name was handwritten below her signature. Additionally, the printed phrase, "ATTACH INDIVIDUAL NOTARY ACKNOWLEDGMENT," was included below the notary's signature next to the handwritten words, "See attachment."

Approximately five years later, and after a couple of transfers of the subject property to the Debtors' Family Trust, and then to the Debtor-Wife as Trustee of a trust by her name, the Debtors filed a joint voluntary petition of relief under chapter 7 of the Bankruptcy Code. Pursuant to an adversary proceeding filed by the Trustee to avoid the mortgage, the bankruptcy court held that the mortgage was defective due to the phrase "witness my hand," that the Trustee was a bona fide purchaser, and could avoid the mortgage lien of WSB.

On appeal by WSB, the Sixth Circuit BAP affirmed on the following bases:

- The purported acknowledgment, including only the phrase "witness my hand," does not meet the requirements of Ohio Revised Code § 147.54, and was not in the form prescribed by Section 147.55, which requires the words, "acknowledged before me."
- The phrase "witness my hand," is not the substantial equivalent of "acknowledged before me," because the latter is defined in the Ohio statutes. In contrast, "witness my hand" is not defined in the Ohio statutes and left to its ordinary meaning, indicates "only that the witnessing individual observed the signing of the document by another individual."
- Also, "See attachment," suggested that there was no intention to rely on the words "witness my hand," and that the parties intended to attach a formal acknowledgment.

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- Considering the document as a whole did not remedy the deficiencies, because there was no indication that the notary knew or had satisfactory evidence that the persons signing were the persons named in the instrument.
- Even if the phrase, “witness my hand” was the substantial equivalent of “acknowledged before me,” the acknowledgment would still be defective because the names of the borrowers were not recited.
- The document was not saved by calling it a jurat, which is defined as “a certificate of officer or person before whom writing is sworn to,” because a jurat does not satisfy the acknowledgment requirements under Ohio law.

OPINION-AIDED

Many thanks to Andria Beckham for providing the *Geygan* case summary above.

1. Dismissal

In re Nolan, (Bankr. N.D. Ohio May 20, 2008) –

Dismissal was appropriate under §707(b)(3) based upon above-median income, the exclusion of voluntary 401(k) repayments from disposable income and exclusion of presumably non-dischargeable student loan payments.

In re Tucker, (Bankr. N.D. Ohio May 20, 2008) –

In this case, Judge Whipple (who also decided Nolan) determined that 401(k) loan repayments and contributions were not a basis for dismissal, given debtor's age in his 50's, his modest lifestyle and the fact that the 401(k) repayments constituted only 6.5% of his income.

In re Blankenship, (Bankr. N.D. Ohio May 15, 2008) –

Judge Speer weighs in on the topic and grants the UST's dismissal motion, based on a \$400.00 401(k) contribution, consistent receipt of tax refunds, and debtors' attempt to allocate over \$500.00 per month to maintain a vacant rental property with little equity.

In re Kaminski, (Bankr. N.D. Ohio April 14, 2008) –

Dismissal under §707(b)(3) was appropriate based on what the court deemed to be several “extravagant” expenses, particularly with respect to housing and vehicles.

In re Eckard, (Bankr. N.D. Ohio March 31, 2008) –

The court concluded debtors could not establish that their financial distress was such to warrant a Chapter 7 discharge. “The problem is that Debtors want to fund the private school tuition, keep the house, pay off the ATV, pay \$130 a month for cable and have \$100 a month for recreation.” Dismissal under §707(b)(3) was appropriate.

In re Baum, (Bankr. N.D. Ohio February 29, 2008) –

Debtor ran up substantial on-line gambling debts over a five-month period. At that point, she began to investigate legal and debt consolidation options, eventually filing for bankruptcy relief some three months later. The court found no evidence of bad faith to warrant dismissal under §707(b)(3), and also questions whether such debts would even be enforceable under state or federal law. A new federal statute passed in October 2006 prohibits the use of credit cards for “unlawful Internet gambling”.

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2. Motor vehicles

Luper, Trustee v. Guardian Finance Co. (In re McAlmont), (Bankr. S.D. Ohio March 28, 2008) -

Motor vehicles have their own specified perfection method in the Ohio Revised Code and are not subject to the 20-day perfection requirement of ORC §1309.324(A). Trustee could not avoid security interest in motorcycle which was properly perfected by notation on the certificate of title prior to bankruptcy filing.

3. Procedural issues

In re Hake, (Bankr. N.D. Ohio May 6, 2008) -

I'm not sure I've ever seen this particular twist in 20 years of bankruptcy practice! Rather than utilize the contempt process or other sanctions for improper behavior and violation of court orders by counsel, the court permanently revokes his pro hac vice status. From the opinion, this behavior appears to be a long-running headache for the court, so one hopes this creative approach achieves the desired result.

In re Porrello, (Bankr. N.D. Ohio April 16, 2008) -

On the morning of trial, the parties reported a tentative settlement of the dischargeability action. This included granting the creditor a mortgage on property owned by the non-debtor spouse, who was not participating in the hearing. The court requested a proposed entry.

Judge Baxter denied the creditor's motion to enforce the proposed oral agreement, given that the spouse's refusal demonstrated there was not a meeting of the minds on all material elements of the settlement.

In re Hannen, (Bankr. N.D. Ohio March 17, 2008) -

Complaint filed three days post-deadline could not be saved by "equitable tolling". The time period established by Rule 4007(c) is mandatory.

4. Adversary proceedings

In re Farley (Drown, Trustee v. ESB), (Bankr. S.D. Ohio May 13, 2008) -

Judge Hoffman granted summary judgment for defendants in several adversary proceedings, holding that an abbreviated version of the lender's name on vehicle certificates of title did not render the perfected security interest defective.

In re Johnson, (Bankr. S.D. Ohio April 25, 2008) -

Debtor-husband's discharge was denied based upon multiple violations of §727(a). His wife had already waived discharge as part of a plea agreement on federal charges. This opinion is a complete no-brainer, but you may be entertained by excerpts from the 341 meeting included therein.

In re Norbut, (Bankr. S.D. Ohio April 16, 2008) -

This is a 523(a)(5) opinion with a twist - the debt held non-dischargeable consisted of alimony overpayments. Debtor was receiving not only her share of her former spouse's pension, but support payments from his own share of the pension.

In re Gregory, (Bankr. N.D. Ohio April 1, 2008) -

Closure of the school, which prevented debtor from completing studies, was insufficient to qualify as undue hardship under 523(a)(8), particularly when debtor had made minimal repayment over a period of nearly 20 years. The court noted that the US Department of Education does offer relief to qualified students in such instances, but this does not equate to a bankruptcy discharge.

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In re Stanley, (Bankr. S.D. Ohio March 28, 2008) –

Multiple transfers of debtor's real property among family members were not subject to avoidance. Evidence was presented that debtor's children intended to obtain financing to repair the property so she could continue to reside there.

In re Powers, (Bankr. S.D. Ohio March 27, 2008) –

Generic dischargeability decision utilizing collateral estoppel based upon a state court judgment involving facts sufficient to support embezzlement under 523(a)(4).

In re McLintic, (Bankr. N.D. Ohio March 12, 2008) –

While debtor did omit material terms information in real estate transaction, creditor entered the transaction through a wholesale broker with whom debtor had no connection. Creditor failed to present sufficient evidence to establish justifiable reliance.

In re Kerr, (Bankr. N.D. Ohio March 7, 2008) –

Court found debtor committed willful and malicious injury in damaging and removing fixtures from rental property after eviction, rendering judgment debt non-dischargeable under 523(a)(6). Before you think this a typical landlord-tenant dispute, the debtor was described as "a well-educated (NYU and Harvard) and astute business person" who "has served as owner and chief executive officer of six (6) companies".

In re Flores, (Bankr. N.D. Ohio March 3, 2008) –

Debtor borrowed \$30K from his stepfather to invest in a bar with another partner. While the parties executed a promissory note and debtor attempted to grant a security interest, none of the involved documentation was prepared with assistance of legal counsel. When the business inevitably failed, family relationships soured. Creditor could not

prove misrepresentation or intention to deceive to render debt non-dischargeable under §523(A)(2).

6TH CIRCUIT

In re United Producers, Inc., (May 28, 2008) –

The panel upholds the concept of "equitable mootness" in dismissing the creditors' appeal of the plan confirmation order. The dispute arose from certain plan provisions which provided for the retention of pre-petition management. As the plan had been substantially consummated, any adverse result on appeal would harm innocent third parties which had relied on the confirmation order.

Giant Eagle Inc. v. Phar-Mor, Inc. (May 19, 2008) –

More proof that the Phar-Mor bankruptcy saga (ongoing since August 1992) may never end. This portion involves lease rejection damages and administrative rent claims. The leases are for warehouse equipment. The panel upholds the portion of the decision allowing rent from the petition through rejection dates as an administrative expense.

Where the twist comes in is that, in mitigating its damages, the lessor leased the equipment to another entity which, in time, also went bankrupt. While the bankruptcy court and district court found that any damage claims of the lessor ceased when the subsequent lease was contracted, the Sixth Circuit disagreed and allowed a general unsecured claim for liquidated damages under the terms of the original lease. One should note the leases were interpreted under Pennsylvania law.

In re Long, (March 4, 2008) –

In a 2-1 decision producing three separate opinions, the panel attempts to rectify BAPCPA-created errors with respect to surrender of vehicles in Chapter 13. Those revisions neglected to indicate

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what happens to remaining debt owed on the surrendered vehicle. The opinion clearly states its intentions: "We believe the gap should be filled and the Congressional mistake corrected. The law previously governing this situation should be restored until Congress can correct its mistake and fill in the gap." The panel agreed with a Seventh Circuit opinion which held that such deficiency claims are not eliminated. The dissent argues that the lead opinion is re-writing the Bankruptcy Code, and that Congress has not seen fit to make any correction in the two-plus years since BAPCPA was adopted. It should be noted that a majority of courts agree with the dissent.

BAP & DISTRICT COURTS

In re J & M Salupo Dev't Co. (Hamerly v. Fifth Third Mortgage Co.) (6th Cir. BAP April 18, 2008)

In a case involving what may be the ultimate construction deal from hell, the Hamerlys entered into a construction purchase agreement with debtor. After numerous disputes and a reduction in the purchase price, they took possession without ever obtaining title prior to bankruptcy. They were also never informed the property was already subject to a mortgage. Debtor's lender then received relief from stay and filed a foreclosure action. This opinion upholds the bankruptcy court's determination that the Hamerlys were not entitled to delivery of title, or equitable subordination of the lender's mortgage. What we have here is that one-tenth of the law where possession doesn't apply!

However, the Hamerlys do eventually prevail in some respect. In re Salupo, (Bankr. N.D. Ohio May 5, 2008) finds that the payments they made under the purchase agreement constitute non-dischargeable debt on the grounds of actual fraud.

In re Davis, (6th Cir. BAP April 16, 2008) –

The panel reversed the bankruptcy court in holding that the additional definition of a "debtor's personal residence" added by BAPCPA to §101(13A) did not change the scope of §1322(b)(2), which remains applicable only to real property. Debtors' personal residence was a mobile home. The panel remanded for a determination of whether the mobile home constituted real property.

In re Swegan, (6th Cir. BAP March 19, 2008) –

False statements given under oath at a judgment debtor exam were sufficient to constitute "concealment" as required for denial of discharge pursuant to §727(a)(2)(A). The panel remanded for determination of whether that debtor exhibited the requisite intent to "hinder, delay or defraud".

Yoppolo, Trustee v. MBNA America Bank (In re Dilworth), (6th Cir. BAP March 12, 2008) –

The panel rejected creditor's argument that a balance transfer from one credit card to another does not constitute the "transfer of property" necessary to maintain a preference action, because the funds went directly from one creditor to another. The court noted debtor still maintained control of the funds and how they were to be utilized, even if those funds were never in her personal account

Sicherman, Trustee v. MBNA America Bank (In re Sterba), (6th Cir. BAP February 29, 2008) –

In a preference action, a credit card company moved for dismissal alleging improper venue, arguing that the action can only be brought in the district where the defendant resides. The parties agreed by stipulation that that if the bankruptcy court ruled in the trustee's favor, judgment would be entered against the creditor. This is what occurred, and the creditor appealed the ruling on venue.

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The BAP found the issue moot. While there is an exception for issues “capable of repetition but evading review”, that is premised on the requirement that the same complaining party will be subjected to the same action again. Because the parties had stipulated there was no preference defense, there was no occasion for the same action to recur, and no actual controversy existed.

NORTH AND SOUTH

In re Perry, (Bankr. N.D. Ohio May 15, 2008) –

Debtor's Chapter 13 case was dismissed based upon failure to file federal tax returns prior to the 341 meeting, per §1308(a). For reference, the court noted debtor could have requested that the meeting be held in abeyance until the returns were filed.

In re Hill, (Bankr. S.D. Ohio April 29, 2008) –

Debtor could not modify his confirmed Chapter 13 plan to substitute actual income for the current monthly income based on the §1325(b) formula. As the court noted, a debtor's income and expenses change frequently throughout the life of the plan. Debtor's request for modification was based solely on a domestic support obligation.

In re Nicole Energy Services, (Bankr. S.D. Ohio April 8, 2008) –

The trustee's sale motion was approved over the objection of the debtor and multiple affiliated entities. The assets were debtor's claims in a state court matter involving natural gas distribution, which were purchased by one of the state court defendants, and included payment of various administrative expenses in the bankruptcy by the purchaser.

This is a very short summary of a 52-page, fact-specific opinion! Those with a particular need or interest are encouraged to read in detail.

In re Dimmings., (Bankr. N.D. Ohio April 7, 2008)

–

In the first motion for relief from stay I ever handled (at the last minute, for an out-of-town firm, with no time to prepare, as my boss said “it's a slam-dunk”), the holding of this case was brought home to me – always have your ducks in a row. Without the proper documentation, you are bound to get slam-dunked yourself! Those who are assigned and/or service mortgages must show they have perfected their lien in the property at the time the motion is filed. As Judge Morgenstern-Clarren, with apparent irritation, states:

“The court should not have to wade through a mass of information, accompanied by illegible, irrelevant, unmarked or incorrectly marked documents to try to piece together why a movant is filing a motion.”

In re Pierce, (Bankr. S.D. Ohio March 28, 2008) –

A trustee is not required to file an adversary proceeding to sell real property free and clear of liens when lien obligations are in bona fide dispute, but is permitted to conduct such sale via motion with proper notice and opportunity to be heard. In refusing to overturn the sale, and the trustee's final report nearly one year post-distribution, the court noted that service had been made upon both the creditor and its counsel at multiple addresses. It therefore gave little weight to the creditor's affidavit that it had “no record” of receiving the final report.

In re Ballard, (Bankr. N.D. Ohio March 25, 2008) and In re Anderson, (Bankr. S.D. Ohio March 21, 2008) –

Both of these opinions deal with what can/cannot be claimed as deductions in calculating a debtor's disposable income. In Ballard, the court held that a deduction for mortgage expense could not be taken when the property was the subject of a foreclosure judgment prior to the bankruptcy filing.

THE OHIO NET-WIRC

INTERNATIONAL WOMEN'S INSOLVENCY & RESTRUCTURING CONFEDERATION

June 2008

Anderson, which involved calculating income for Chapter 13 confirmation purposes, found that debtors could deduct payments on vehicles being surrendered. There was still a secured debt owed when the debts were scheduled, unlike Ballard, where the debt had already been extinguished by merger into the judgment.

In re Vollman, (Bankr. S.D. Ohio March 21, 2008)

—

A Chapter 13 plan which pays 100% to unsecured creditors, except for creditors with co-obligors, who received nothing, could not be confirmed. This decision appears to follow Southern District precedent in place since the 1980's.

Pees v. Countrywide Home Loans, Inc. (In re Frost), (Bankr. S.D. Ohio March 14, 2008) —

Foreclosure action served as notice under Ohio's lis pendens statute, if the complaint contains a specific description of the property and is filed/served upon the debtor prior to the bankruptcy petition filing. Such notice prevents a bankruptcy trustee from acquiring bona fide purchaser status under 11 U.S.C. §544 and avoiding the mortgage.

In re Sommer, (Bankr. N.D. Ohio March 14, 2008)

—

Debtor was diagnosed with lung cancer prior to filing a joint Chapter 7 case with his wife. He passed away post-discharge. His probate estate initiated a personal injury and wrongful death action against multiple asbestos manufacturers. One defendant offered a settlement. The trustee moved for approval of compromise, and Debtor-wife objected on the basis that the portion of the settlement attributable to the wrongful death claim was not part of the bankruptcy estate.

Judge Kendig held that because Ohio's wrongful death statute is rooted in the injury giving rise to the death, the claim arose pre-petition with the asbestos

exposure and cancer diagnosis. Any proceeds of the claim were property of the estate. He then noted the parties failed to analyze or discuss whether such proceeds would be entitled to exemption, and provided time for review of that issue.

In re Osterwalder, (Bankr. N.D. Ohio March 14, 2008) —

This is a simple turnover action, reported here only because the property in question consisted of 22 animal mounts. It would be interesting to see how the trustee plans to market these estate assets! Anyone want a bear head?

(Jill Whitworth is in-house bankruptcy counsel at the Ohio Bureau of Workers Compensation, secretary/director of the Central Ohio IWIRC Network, and Editor of The Ohio NET-WIRC.)

MEMBERSHIP INFORMATION

Anyone who has not yet done so, please fill out and return the attached Membership Form and \$20.00 payment today to Andria Beckham. Thanks so much.

**IWIRC - Central Ohio Network
2008 Membership Dues Deposited
As of 8/22/08**

1. Crystal Zellar
2. Kathy Mills
3. Stacy Mills
4. Nicole Howard-Jahi
5. MaryAnne Wilsbacher
6. Katharine Granger
7. Chrissie Powers-
8. Stephanie Union-
9. Donna Parisi
10. Honorable Kathryn Preston
11. Andria Beckham-
12. Pam Hesson
13. Rachel Mulchaey
14. Laura Zaremski
15. Jill Whitworth-
16. Violyynn Joseph-
17. Robin Kelley
18. Consuelo Jones
19. Joy Marshall
20. Susan Rhiel-
21. Esther Baldwin
22. Cathy Vance
23. Mellissia Fuhrmann
24. Linda Mindrutiu
25. Nora Jones
26. Jennifer CaJacob
27. Mina Khorrami
28. Jeff Ferriell
29. Stacy Mills
30. Kathleen Mills
31. Pam Maggied
32. Brenda K. Bowers

11:26 AM
02/28/08
Cash Basis

IWIRC- Central Ohio Network
Balance Sheet
As of December 31, 2007

	<u>Dec 31, 07</u>	<u>Dec 31, 06</u>
ASSETS		
Current Assets		
Checking/Savings		
Checking - Huntington #7615	25.00	0.00
Savings - Huntington #3549	2,717.54	0.00
Huntington Bank - #9836	0.00	2,312.68
Total Checking/Savings	<u>2,742.54</u>	<u>2,312.68</u>
Total Current Assets	<u>2,742.54</u>	<u>2,312.68</u>
TOTAL ASSETS	<u>2,742.54</u>	<u>2,312.68</u>
LIABILITIES & EQUITY		
Equity		
Unrestricted Net Assets	2,312.68	2,644.04
Net Income	429.86	(331.36)
Total Equity	<u>2,742.54</u>	<u>2,312.68</u>
TOTAL LIABILITIES & EQUITY	<u>2,742.54</u>	<u>2,312.68</u>

11:26 AM
02/28/08
Cash Basis

IWIRC- Central Ohio Network
Profit & Loss
January through December 2007

	<u>Jan - Dec 07</u>	<u>Jan - Dec 06</u>
Income		
Fund Raising Event	110.00	182.00
Interest Income	40.36	31.14
Membership Dues	780.00	480.00
Travel Stipend	250.00	0.00
Total Income	<u>1,180.36</u>	<u>693.14</u>
Expense		
Conference Expense	500.00	0.00
Gifts of Appreciation	49.36	0.00
Bank Service Charges	(1.61)	135.00
Community Service	0.00	182.00
Meeting Expense	202.75	707.50
Total Expense	<u>750.50</u>	<u>1,024.50</u>
Net Income	<u>429.86</u>	<u>(331.36)</u>

Form 990-N (e-Postcard) Summary

(THIS IS NOT A FILEABLE FORM - FOR REVIEW PURPOSES ONLY**)**

Tax period beginning 01/01/2007 and ending 12/31/2007

Organization's legal name

INTERNATIONAL WOMEN'S INSOLVENCY &
RESTRUCTURING CONFEDERATION - CENTRAL OH

Employer ID number

31-1446374

Other names used by organization (DBA)

Number and street (or P.O. box, if applicable)

280 NORTH HIGH STREET

Room/Suite

800

Telephone number

614-722-7914

City or town, state or country and ZIP + 4

COLUMBUS, OH 43215-7510

Web address, if applicable _____

Check if organization is not a 509(a)(3) supporting organization and its gross receipts are normally not more than \$25,000

Check if organization is terminating (going out of business)

Information regarding principal officer:

Name

CHRISSIE A. POWERS, CPA, CVA, CFE

Street address

280 NORTH HIGH STREET, SUITE 800

City, state or country and ZIP + 4

COLUMBUS, OH 43215-7510

BY- LAWS
OF
THE CENTRAL OHIO NETWORK
OF
THE INTERNATIONAL WOMEN'S INSOLVENCY
AND RESTRUCTURING CONFEDERATION

ARTICLE 1 - NAME AND PURPOSES

Section 1.1 - *Name*. The name of the International Women's Insolvency and Restructuring Confederation network shall be "IWIRC – Central Ohio Network." (the "Network")

Section 1.2 - *Network Postal Address*. The principal postal address of the Network shall be 100 South Third Street, Columbus, Ohio, 43215, Attn: Andria Beckham, President. The Network may establish other postal addresses as the Board of Directors may designate or as the affairs of the Network may require from time to time.

Section 1.3 - *Goals and Purposes*. The Network is organized for all purposes permitted for an association of a non-profit entity (IWIRC) exempt from federal taxation under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended. The goals and purposes of the Network shall be to:

- A. develop a network of professionals and businesspersons in Central Ohio;
- B. promote women in insolvency-related professions;
- C. afford professional, social, community and educational opportunities for Members, including networking and business development;
- D. enable Members to share interests, experience, expertise and business opportunities with one another;
- E. facilitate regional links among IWIRC networks in Ohio and between Members;
- F. promote Members' ascension to positions of influence within existing insolvency-related organizations, within their professional institutions, and with opinion leaders; and
- G. promote public awareness of issues relating to women and insolvencies and restructurings, particularly: i) the status of women in these professions; ii) the effective participation of women in the business of insolvency and restructurings and in insolvency related business and professional organizations; and iii) the impact of insolvency and insolvency laws on women and families.

Section 1.4 - *International IWIRC Network Rules*. The Network shall comply in all respects with the Network Rules established by the International IWIRC organization, as amended from time to time.

ARTICLE II - MEMBERSHIP

Section 2.1 - *General*. The Network shall have individual Members who shall have ultimate authority over the affairs of the Network. However, the Board of Directors shall have authority to operate the Network within a structure sanctioned by the Members.

Section 2.2 - *Membership (Individual Members of the Network)*. Any person interested in and committed to the Network's purposes as set forth in Article I may become a Member upon payment of applicable dues. A Member in good standing is one whose dues are paid timely and in full, who has fully abided by the By-laws of the Network, and who has not acted in contravention of the goals and purposes of the Network (a "Member")

Section 2.3 - *Honorary Membership* - The Board of Directors may confer honorary membership on an individual, at any time, in testimony of extraordinary contributions towards the advancement and promotion of the insolvency/restructuring industry. Such membership shall not of itself carry the privilege of voting nor the obligation of paying Network dues and assessments.

Section 2.4 - *Membership in the International IWIRC Organization* - "International Members". While membership in the international IWIRC organization is not required, the Network supports and strongly encourages Members to join the international IWIRC organization and remain an IWIRC member in good standing while a Member. A member who is both a member of the international IWIRC organization and the Network is an "International Member". All Members (including International Members) shall pay a minimum amount for dues as established by the Network's Board of Directors. The President and Vice-President must be members of the International IWIRC Organization.

ARTICLE III - POWERS AND DUTIES OF MEMBERS

Section 3.1 - *Powers*. Members shall have the power to (1) amend the By-laws of the Network; (2) elect the members of the Board of Directors; (3) elect the officers of the Network, and (4) such other powers and rights as are vested in them by law or these By-laws.

Section 3.2 - *Annual Meeting*. The Annual Meeting of the Members shall be held once a year at such time as shall be determined from time to time by a majority vote of the Board of Directors.

Section 3.3 - *Special Meetings*. Special Meetings of the Members may be held at any time when called by the President or Vice-President. Special Meetings of the Members may be called upon written application of at least two Members.

Section 3.4 - *Place of Meetings*. All meetings of the Members shall be held at such place within Columbus or the surrounding areas as shall be fixed by the Board of Directors.

Section 3.5 - *Notice of Meetings*. Notice of the time and place of each meeting of the Members stating the purpose of the meeting shall be given to each Member by mail or e-mail at least 5 days before the meeting addressed to the Member's last known place of business, or if delivered by e-mail, to the Member's last known e-mail address.

Section 3.6 - *Quorum*. At any meeting of the Members, a majority of the Members present (or by proxy or otherwise duly represented) and entitled to vote on any action proposed at the meeting shall constitute a quorum, except when a larger quorum is required by law, or by these By-laws.

Section 3.7 - *Action by Vote*. Each Member in good standing at the time of the vote is entitled to vote and shall have one vote. When a quorum is present at any meeting, a majority of the votes properly cast by Members present in person or duly represented shall decide any question, including election to any office, unless otherwise provided by law or these By-laws.

Section 3.8 - *Action by Writing*. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if a majority of the Members entitled to vote on the matter consent to the action in writing, including consent by e-mail, and the written consents are filed with the records of the meetings of the members. Such consents shall be treated for all purposes as a vote at a meeting.

Section 3.9 - *Proxies*. Members may vote either in person or by written proxy dated not more than three months before the meeting named herein, which proxies shall be filed before being voted with the Recording Secretary or other person responsible for recording the proceedings of the meeting. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any adjournment of the meeting but the proxy shall terminate after the final adjournment of such meeting.

ARTICLE IV - DUES

Section 4.1 - *Dues*. Dues shall be set by a majority vote of the Officers, but shall not exceed the maximum set by the International IWIRC organization. Dues are payable upon acceptance to membership and thereafter annually at the beginning of the fiscal year.

Section 4.2 - *Failure to Pay Dues*. Failure to pay dues or any other financial obligation within sixty days of the billing date shall result in termination of membership. Membership can be reinstated when all financial obligations have been paid in full.

ARTICLE V - OFFICERS

Section 5.1 - *Enumeration*. The Officers of the Network shall be a President, a Vice-President, a Recording Secretary and a Newsletter Editor.

Section 5.2. - *President, Vice-President and Term of Service*. The terms for these positions will be two (2) years. The President and Vice-President will serve on an alternating basis for continuity. President shall have completed one year of service prior to the start of the Vice-President's term. The Vice-President is President-elect and will become President after his/her first year of service.

(a) To be nominated, the President and Vice-President shall have been a Member of the Network for one year and in good standing at the time of nomination and election.

(b)- The President shall primarily plan and conduct meetings and special events (i.e. preparation of agenda, conducting meetings, etc.). The Vice-President shall primarily serve as a Corresponding Secretary and Treasurer (i.e. providing notice of meetings/special events as required by sec. 3.5 and collecting/distributing/accounting of dues).

Section 5.3 - *Powers and Duties*. The Officers shall have the powers and perform the duties customarily belonging to their respective offices, including the powers and duties listed below:

A. *President/Vice-President*.

The President and Vice-President shall be responsible to the Board of Directors for the administration of its affairs. Except as otherwise provided by the Board of Directors or these By-laws, the President and Vice-President shall share responsibility for signing, on behalf of the Network, all agreements, and other formal instruments. In addition the President and Vice-President shall share the responsibilities of the office including:

- 1) Presiding at all meetings of the Network;
- 2) Appointing committee chairs;
- 3) Appointing committee members whose selection is not otherwise provided for in these By-laws;
- 4) Preparing and co-signing checks of all payments, receipts, and expenditures of the Network;
- 5) The Vice-President shall maintain an accurate accounting and written report of all payments, dues, receipts, and expenditures of the Network, and
- 6) Taking such actions as necessary and proper to implement the purposes of the Network.

B. *Recording Secretary*.

The Recording Secretary shall:

Keep records of all meetings of the Network, and make a report thereon; tally and record all votes, and perform such duties as may be delegated or assigned by the President or Vice-President.

C. *Newsletter Editor*.

The Newsletter Editor shall:

Be responsible for preparing and sending out quarterly newsletters to all Members.

Section 5.4 - *Resignation*. Any Officer may resign at any time by giving written notice of such resignation to the President or Vice-President. Such resignation shall be effective at the time specified therein, or if no time is specified, upon receipt by the Board of Directors.

Section 5.5 - *Removal*. An Officer may be removed or suspended for cause by an affirmative vote of a majority of the Members at a regularly scheduled meeting or at a special meeting called for that purpose, provided that such officer is given at least thirty (30) days' notice of the proposed removal and the reasons therefore, and an opportunity to be heard at the meeting, and that notice of the proposed removal is given in the notice of meeting. In the absence of good cause shown, failure regularly to attend Network meetings or failure to carry out the functions of the office shall constitute cause for removal.

Section 5.6 - *Vacancies*. The Members shall elect a successor if the offices of President, Vice-President, Recording Secretary or Newsletter Editor become vacant and may elect a successor if any other office becomes vacant. Each such successor shall hold office for the unexpired term until his or her successor is chosen and qualified, or in each case until he or she sooner dies, resigns, or is removed from office.

ARTICLE VI- NETWORK PROGRAMS

Network Programs shall include, but not be limited to, the Holiday Luncheon and the Law Student Reception, or other like events.

ARTICLE VII - COMPENSATION; PERSONAL LIABILITY; DISCLOSURE OF INTEREST

Section 7.1 - *Compensation*. Subject to Section 7.3 below, Members shall not be precluded from serving the Network in any other capacity and receiving compensation for any such services. The Member shall seek the approval of the majority of the Members before engaging in such services.

Section 7.2 - *No Personal Liability*. The Members and Officers of the Network shall not be personally liable for any debt, liability or obligation of the Network. All persons, corporations or other entities extending credit to, contracting with, or having any claim against, the Network, may look only to the funds and property of the Network for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them for the Network.

Section 7.3 - *Disclosure of Interest*. No Members of the Network or Officer of the Network shall have any personal financial interest, direct or indirect, in any contract relating to the business conducted by the Network, or the furnishing of supplies to the Network, unless authorized by a majority vote of the Members.

ARTICLE VIII – STANDING COMMITTEES

Standing Committees shall be determined and formed on a needs basis.

ARTICLE IX - IDEMNIFICATION

Section 9.1 - *General*. The Network shall to the extent legally permissible indemnify each of its present and former officers, directors, employees and agents against all expenses and liabilities which said persons have reasonably incurred in connection with or arising out of any action or threatened action, suit or proceeding in which said person may be involved by reason of being or having been an officer, director, employee or agent of the Network, such expenses and liabilities to include, but not limited to, judgments, court costs and attorney's fees and the cost of reasonable settlements, provided no such indemnification shall be made in relation to matters as to which such persons shall be finally adjudged in any such action, suit or proceeding not to have acted in good faith in the reasonable belief that her action was in the best interests of the Network. The Network may reimburse said person for expenses incurred in defending a civil or criminal action or proceeding after conclusion of the action or proceeding and only to the extent that there are funds available to pay said costs and expenses. In the event that a settlement or compromise of such action, suit or proceeding is effected, indemnification may be had but only if the President, Vice-President and Members have been furnished with an opinion of counsel for the Network to the effect that such settlement or compromise is in the best interest of the Network, and if the Members shall have adopted a resolution approving such settlement or compromise.

The foregoing right of indemnification shall not be exclusive of other rights to which any director, officer, or employee may be entitled as a matter of law.

ARTICLE X - DISSOLUTION

Section 10.1 - *General*. The Network may, subject to applicable provisions of law, be dissolved by the affirmative vote of a majority of the Members. Upon such vote, a petition for dissolution may be filed in the appropriate state court, applying for the authority to dissolve the Network and to distribute its funds. On liquidation or dissolution of the Network, all properties and assets remaining, after providing for all debts and obligations, shall be distributed to an organization(s) established for the benefit of women which engages in activities substantially similar to those of the Network, or consistent with Network's goals, and which are not organized primarily for profit and which shall at the time qualify as a exempt organization under Section 501(c) of the Internal Revenue Code, or the corresponding provision of any future Internal Revenue Law, as the Board of Directors or a court may determine.

ARTICLE XI - MISCELLANEOUS

Section 11.1 - *Fiscal Year*. The fiscal year of the Network shall begin on the January 1, and end on December 31, unless otherwise determined by the Members.

Section 11.2 - *Receipt and Disbursement of Funds*. Funds of the Network shall be deposited in such bank or banks or with such other corporations, firms, or individuals, as the President may from time to time designate.

Section 11.3 - *Compliance with Charter*. The Network and its Officers will adhere to the duties and obligations set forth by the international IWIRC organization regarding the conduct of its Networks.

ARTICLE XII - AMENDMENTS

Section 12.1 - *General*. These By-laws may be amended at any Meeting of the Members by a two-thirds majority vote of the Members present and voting, and further provided that notice describing the proposed amendments has been given in writing or by e-mail to all Members at least 10 days in advance of meeting at which the vote will be taken. Amendments shall be effective immediately upon adoption.

**IWIRC Central Ohio Network (ICON)
Proposed Calendar for 2008-2009**

Month	Activity
August, 2008	<ul style="list-style-type: none"> • Susan Rhiel's Annual Gathering
September, 2008	<ul style="list-style-type: none"> • Network Annual Report due • Monthly meeting, September 17, 2008 (Bricker & Eckler LLP) • 2-3 Members Job Share • Leadership Summit Review, Annual Report Review, Subcommittee selection, program planning • IWIRC Annual Meeting/NCBJ (Scottsdale, Arizona)
October, 2008	<ul style="list-style-type: none"> • Monthly meeting, Date/ Location TBD • 2-3 Members Job Share • Program and Holiday Luncheon Planning
November, 2008	<ul style="list-style-type: none"> • Monthly meeting, Date/ Location TBD • 2-3 Members Job Share • Vote on proposed calendar of events for 2009-2010 • Dress for your Body Type Program
December, 2008	<ul style="list-style-type: none"> • Holiday Luncheon, Date/Location TBD
January, 2009	<ul style="list-style-type: none"> • 2-3 Members share information on their daily tasks, current caseloads, and interesting cases/matters ("Job Share") • Nomination of new Co-chair/Vice President • Membership dues deadline, January, 2008
February, 2009	<ul style="list-style-type: none"> • Wellness Activity- Spa Day
March, 2009	<ul style="list-style-type: none"> • Monthly meeting, Date/ Location TBD • 2-3 Members Job Share • Outreach Program discussions and planning (program to be held Fall 2009)
April, 2009	<ul style="list-style-type: none"> • Network tax returns/forms due • Gala at Franklin Park Conservatory (may be a collaborative effort with CEC and the CBA during the week of BLI; Subcommittee activity)
May, 2009	<ul style="list-style-type: none"> • Monthly meeting, Date/ Location TBD • 2-3 Members Job Share • Continued Outreach planning and other program discussion
June, 2009	<ul style="list-style-type: none"> • Monthly meeting, Date/ Location TBD (Potential meeting site- Topiary Gardens) • 2-3 Members Job Share • Possible joint activity with other Central States Networks to sponsor a cocktail reception at the ABI Central States Workshop in Traverse City, Michigan (Sub-committee activity)
July, 2009	<ul style="list-style-type: none"> • Network Chairs Retreat (Co-chairs) • Wellness Activity • 2-3 Members Job Share