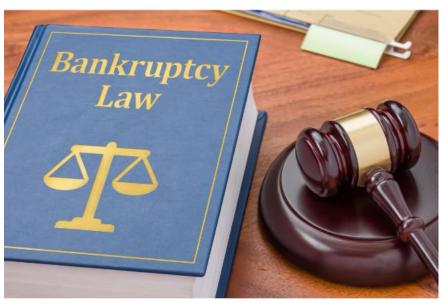
BANKRUPTCY

By: Keith Langley



When a bankruptcy is involved carefully read what is sent, even if required, magic approach procedural notice is not provided. While specific notice was not provided, due process rights were not violated where actual notice (by carefully reading) was provided of a third party release. *Jackson v. Le Ctr. on Fourth, LLC* 2021 U.S. App. LEXIS 33845 (11th Cir. 2021).

The two main points addressed here were the notice issue and the indemnity provision. Actual notice was found satisfying due process requirements even though Bankruptcy Rule 2002 (c)(3) states that an injunction against conduct not otherwise enjoined under the Bankruptcy Code must be made conspicuously, briefly describing the nature of the injunction and the identity of the entities that would be subject to the injunction.

The debtor Le Centre was required to indemnify parties for all losses related to claims arising from its management of the Embassy Hotel. Here the personal injury claim lawsuit by the third party would trigger the indemnity provision requiring Le Centre to indemnify the lessee of the hotel and the owners of Le Centre.





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To "Go Green", our firm uses recyclable paper or ceramic cups and no longer uses Styrofoam cups. In addition, we have adopted a less-paper office environment.

We hope that these changes make big differences in the future.

Well done is better than well said.

- Benjamin Franklin



State of	
GENERAL RELEASE	
This G	eneral Release ("Release") is made on day of, 20 between:
	ori
Roleas ("Rolea	ee: at
1.	Release and seyone dailwing on Releason's bettell nilesses and brown dathways Releases, and a drillifest, successor, officers, and exployees, representatives, patterns, against and reprove claiming through them (codesclow), the "bleasead braises", in their individual sentire corporate conception from any and it disease, licely, origination, promes, agreement, adquires, and it disease, licely, origination, promes, agreement, adquires, have or or or origination and originations, and origination and originations and originations. A proceedings to the common origination or origination origination or origination origination or origination originati
	('Claims').
2.	In exchange for the release of Claims, Releasee will provide Releasor a payment: (Check one)
	☐ In the amount of \$
	Of(Item description).
	In consideration of such payment, Releasor agrees to accept the payment as full and complete settlement and satisfaction of any present and prospective claims.
3.	This Release shall not be in any way construed as an admission by the Release that it has acted wronglishy with respect to Releasor or any other person, that it admits liability or responsibility at any time for any purpose, or fruit Releasor has any rights whatscever against the Refease.
4.	This Relations that the brinding upon the parties and their respective bein, administrators, personal representatives, construct, auccessaries and season. Releases has the satisfity to release the Caless and has not assigned or branchered bey Caless to any other party. The provisions of this their beautiful provided by the provided of the control of
5.	Both parties represent they fully understand their right to review at aspection of this Relations with stormays of their clocks, that they have add the opportunity to conset with atternings of their choice, that they have carefully read and fully understand all the provisions of this Relation and that they are foody, knowingly and voluntarily entering into this Relation.

While the plaintiffs sought to proceed in name only against the defendants relief was denied by the 11th Circuit Court which found that the indemnity provision could economically disadvantage the debtor by imposing an economic burden on the debtor.

The take away, be attentive regarding what you receive. Consider the issues and rights that may be implicated. Let's be careful out there!