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Chapter 1 : Helltown Brewing to acquire Rivertowne Brewing in bankruptcy

Customer relationship management (CRM) is the centerpiece of successful, twenty-first-century marketing. Broadly defined, CRM is the ongoing process of acquiring, maintaining, and growing profitable customer relationships by delivering unmatched value.

In other words, do you need an agreement or can you use the work without permission? Determining whether to ask for permission depends on two questions: Is the material protected under law? Would your use of the material violate the law? Subsequent chapters explore these principles in more depth. You should always start with the presumption that, if the creative work you want to use was first published after 1978, U.S. copyright law protects it. There are only two ways that a work published after 1978 is not protected: Either the owner of the work made a mistake such as failing to renew the copyright or the work does not meet the minimum standards for copyright protection. Later chapters on the permission rules for particular types of creative works provide guidelines to determine if the work you intend to use is protected. Most works that fall into the public domain do so because of old age. Public domain status may also be due to other reasons discussed in Chapter 8. Because the song was first published in 1954, it is in the public domain and Bill can use it without obtaining permission. If a creative work is protected under intellectual property laws, your unauthorized use may still be legal. This is because there are exceptions to each of the laws protecting creative work—situations in which authorization is not required. Under the fair use doctrine, you could reproduce a few lines of a song lyric in a music review without getting permission from the songwriter or whoever owns the copyright in the song. Chapter 9 discusses fair use in greater depth. What is the Risk of Not Asking for Permission? The goal of this book is to minimize your risk of being sued. This book recommends a conservative approach. Unless you are certain that the material is in the public domain or that your use is legally excusable, seeking permission is worth your time. I located information about the writers of the song from a compilation recording of country music. Then, I located the name of the publisher Rialto Music, Inc. I searched online to no avail for the songwriters and Rialto Music. I also checked the online Library of Congress records but found no reference, either because the song was never registered or the song was written before the date their online computer records began. I contacted the Harry Fox Agency, another agency that controls rights, which gave me a reference for Rialto in Providence, Rhode Island. I tried using operator assistance but could find no listing. I decided to proceed without permission because my limited use of the lyrics four lines for purposes of commentary, combined with my good-faith attempt to find the owner, probably qualifies as a fair use. Plagiarism or Infringement Dear Rich: I am a romance novelist and occasionally I borrow material from other books for my historical romances. A plagiarist is a person who poses as the originator of words he did not write, ideas he did not conceive, or facts he did not discover. You can plagiarize someone without infringing. And you can infringe without plagiarizing. Identify the Owner Identifying the owner of the work you want to use is crucial to obtaining permission. Sometimes, this task is simple. Often, you may be able to locate the rights owner just by looking at the copyright notice on the work. Sometimes, more detailed research is required. Copyright ownership may have passed through several hands since your copy of the work was published. In addition, some kinds of art, such as film and recorded music, can involve multiple owners, each with a separate right to different underlying works. For example, in order to use a Johnny Cash recording, you would have to obtain permission from the record company, the music publisher the owner of the song, and, in some cases, from Mr. For example, photographic reproduction rights are often owned by stock photo organizations, while many music performance rights are owned by performing rights societies. Subsequent chapters on the permission rules for particular types of creative works will advise you on how to locate owners. In addition, Chapter 13 discusses the process of searching for owners in Copyright Office records. Identify the Rights You Need The next step in getting permission is to identify the rights you need. Each copyright owner controls a bundle of rights related to the work, including the right to reproduce, distribute, and modify the work. Because so many rights are associated

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with copyrighted works, you must specify the rights you need. This can be as simple as stating your intended use—for example, you want to reproduce a photograph in your magazine or display a cartoon in your PowerPoint presentation. Asking for the proper rights can be a balancing act. Sometimes this requires negotiating with the rights owner to find a middle ground for fees. Specifically, your permissions agreement will need to deal with three common variables: Exclusive or Nonexclusive All permission agreements are either exclusive or nonexclusive. A permission agreement is exclusive if you are the only person who has the right to use the work as described in the agreement. Exclusivity can be as narrow or as broad as you choose. For example, you could expand the exclusivity of your permission agreement by obtaining the exclusive right to print the photo in any book, not just any cookbook. Most permission requests are nonexclusive, meaning others can use the material in the same way as you. The permission agreements included throughout this book offer you the option to choose exclusive or nonexclusive rights. For example, if you are licensing the right to display a photograph on a website, the copyright owner may limit the length of your use to one year. If there is no express limitation on the use, you are allowed to use the material for as long as you want or until the copyright owner revokes the permission. After that, anyone can use the material without permission. As you go through the various chapters, this book will advise you on how to shape your permission agreement so that you obtain the rights you need for your purposes. Plan Ahead for Permission Expect getting permission to take anywhere from one to three months. Permission should be obtained before you complete your work. It is sometimes more difficult and more expensive to obtain permission after a book, film, or recording is complete. If the copyright owner becomes aware that you have a vested interest in obtaining permission for example, your book is already in production, the price may rise. The best policy is to start seeking all required permissions as soon as possible. Negotiate Whether Payment Is Required The primary issue that arises when seeking permission is whether you will have to pay for the permission you seek. Sometimes, the owner of the work will not require payment if the amount you wish to use is small, or if the owner wishes to contribute to an educational or nonprofit effort. In some cases, an artist or musician eager for exposure may agree to suspend payment unless the work becomes profitable, or may condition payment on other factors. He contacts the copyright owner of the photographs who, in return for a credit at the end of the film, signs an agreement allowing use of the photographs in the film. Although many uses of works may be free, you should usually expect to pay something—even a minimal fee—for copyright permission. Or it could be a fairly hefty payment. For example, using a song in a commercial usually requires a payment of several thousand dollars. Most of the situations described in this book deal with obtaining permission to use an existing work. If the creative person qualifies as your employee, you will automatically own all rights to the work he or she creates on your behalf, and no permission is required. The Supreme Court has established standards for determining whether a creative person is an employee. These standards include factors such as whether the person is given weekly or monthly payments instead of being paid by the job, whether you withhold employee taxes for the person, and whether the person receives employee benefits. If the person creating the work is not an employee, he or she is an independent contractor. Chapter 15 addresses these agreements. For a thorough analysis of acquiring rights from independent contractors, see *The Copyright Handbook*, by Stephen Fishman Nolo. Generally, permission fees are linked to the size of the audience your work will reach. A large metropolitan newspaper will have to pay more to use a photograph than a small-town newspaper. Commercial uses, such as advertisements, cost more than nonprofit or educational uses. The fees for website uses may depend upon the number of visitors to the site. In each chapter, we will discuss the likelihood of payment and the current rates for common uses. However, these figures can vary widely, as the copyright owner has discretion when charging a fee. Finally, if there is a dispute but the check is cashed inadvertently, the rule may not apply courts are split on that issue. Get It in Writing Relying on an oral agreement or understanding is almost always a mistake. You and the rights owner may have misunderstood each other or remembered the terms of your agreement differently. This can lead to disputes. Get written permission agreements—do not rely on oral agreements. That said, an oral permission may be legally enforceable if it qualifies as a contract under general

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contract law principles. Moreover, even if you have no explicit oral agreement, you may still have a right to use a work if permission can be inferred from the conduct of the parties. After receiving the payment, Tom sends the photograph to Sam.

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Chapter 2 : Chapter 11 bankruptcy could be in the works for DCHS | News, Sports, Jobs - The Daily news

*Ongoing process of acquiring, maintaining, and growing profitable customer relationship by delivering unmatched value
Value Customer perception that a product has better relationship than it's competitors between the cost and the benefits.*

Building Profitable Customer Connections The American Marketing Association defines marketing as an organizational function and a set of processes for creating, communicating, and delivering value to customers and for managing customer relationships in ways that benefit the organization and its stakeholders. For years, businesspeople have actively applied the principles of marketing to goods and services ranging from cars, to fast food, to liquor, to computers, to movies. But both nonprofit and for-profit enterprises have begun to apply marketing strategies and tactics beyond simply goods and services. The current approach to marketing evolved through a number of overlapping stages. During the early "the Production Era" the top priority was to produce large quantities of goods as efficiently as possible—not focus on the customer. The selling focus gained momentum in the 1930s and 1940s when the Depression and World War II made consumers even more reluctant to part with their limited money. The landscape change dramatically in the 1950s, when factories that had churned out military supplies converted to consumer production, flooding the market with choices in virtually every product category. Making customer satisfaction the central focus of the entire organization, the marketing concept holds that delivering unmatched value to customers is the only effective way to achieve long-term profitability. The marketing concept has gathered momentum, leading to the current Relationship Era unfolding over the last decade and zeroing in on long-term customer relationships. Acquiring a new customer can cost five times more than keeping an existing customer. Retaining your current customers—and getting them to spend additional dollars—is clearly cost effective. Customer relationship management is the centerpiece of successful, 21st century marketing. CRM is the ongoing process of acquiring, maintaining, and growing profitable customer relationships by delivering unmatched value. Customer loyalty is the payoff from delivering value and generating satisfaction. Studying your loyal customers can give you a competitive edge for acquiring new ones, since people with a similar profile would likely be a great fit for your products. The first step in planning a marketing strategy is determining where to target your efforts. Your target market is the group of people who are most likely to buy your product. This is where you should concentrate your marketing efforts in order to maximize the impact of each dollar you spend. Consumer marketers B2C direct their efforts to people who are buying products for personal consumption—such as candy bars, shampoo, clothing—whereas business marketers B2B direct their efforts to customers who are buying products to use either directly or indirectly to produce other products—such as tractors, steel, cash registers. The distinction between the market categories is not in the products themselves but in how the buyer will use the product. Choosing the best target market or markets for your product begins with dividing your market into segments, or groups of people who have similar characteristics. People can be similar in a number of different ways, so there are several options for segmenting potential consumers. B2C demographic segmentation refers to dividing the market based on measurable characteristics like age, income, ethnicity, and gender. B2C geographic segmentation divides the market based on where consumers live. B2C psychographic segmentation is based on consumer attitudes, interests, values, and lifestyles. And B2C behavioral segmentation is based on how people behave toward various products—including how they use them. B2B marketers follow a similar process in segmenting their markets. B2B geographic segmentation divides the market based on the concentration of customers. Many industries tend to be highly clustered in certain areas, such as technology in California. B2B customer-based segmentation divides the market based on the characteristics of customers, and B2B product-use-based segmentation is based on how customers will use the product. After defining your target market, your next challenge is to develop compelling strategies for product, price, distribution, and promotion. The blending of these elements becomes your marketing mix. Product strategy decisions cover brand name, product image, package design, customer service, guarantees, new

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product development, and more. Competition, regulation, public opinion, and product category all play a role in pricing strategy. Decisions in distribution strategy include shipping, warehousing, and selling outlets, while key elements of promotion strategy involve advertising, personal selling, sales promotion, public relations, word-of-mouth, and product placement. Marketers also must anticipate and respond to the elements of the external environment, which they typically cannot control. Environmental scanning is a key tool; the goal is simply to continually collect information from informal networks, industry newsletters, the general press, customers, suppliers, the competition, and others. Understanding the customer is critical to successful marketing. Consumer behavior refers specifically to how people act when they are buying products for their own personal consumption. The decisions they make may seem spontaneous but they often result from a complex set of influences, including cultural, social, personal, and psychological elements. Plus, marketers add their own influence through the marketing mix. The consumer decision process includes need recognition, information search, evaluation of alternatives, purchase decision, and postpurchase behavior. Some purchases—like a pack of gum—are low involvement decisions made out of habit or on a whim. Business buyers typically have purchasing training and apply rational criteria to their decision-making process. They usually buy according to purchase specifications and objective standards, with a minimum of personal judgment or whim. For consumer and business markets, marketing research is the foundation of success and involves gathering, interpreting, and applying information to uncover opportunities and challenges. Companies use marketing research to identify external opportunities and threats, to monitor and predict customer behavior, and to evaluate and improve each area of the marketing mix. The two main categories of marketing research data are secondary data and primary data. Secondary data are the existing data that marketers gather or purchase. While they tend to be lower cost, secondary data are frequently outdated, may not meet your specific needs, and are available to your competitors. Primary data are new data that marketers compile for the first time. They are fresh, proprietary, customized—and more expensive. Clearly, it makes sense to gather secondary data before you invest in primary research. But if not, your secondary research will guide your primary research and make it more focused and relevant, which ends up saving time and money. The two basic categories of primary research are observation and survey. The key advantage of observation research—like scanner data from retail sales—is that what people actually do often differs from what they say. Survey research happens when the researcher does interact with research subjects through tools like telephone and online questionnaires, interviews, and focus groups. The key advantage is that you can secure information about what people are thinking and feeling, beyond what you can observe. Doing marketing research across multiple countries can be an overwhelming challenge. Many companies hire research firms with a strong local presence to handle their international marketing research projects. The surge in social responsibility and the emergence of the Internet and digital technology have had a dramatic impact on marketing in recent years. Leading-edge marketers responded by setting a higher standard in such key areas as environmentalism, abolishment of sweatshops, and involvement in the local community. Companies employ green marketing when they actively promote the ecological benefits of their products—targeting consumers who make purchase decisions based at least in part on their convictions. Competition has intensified as marketers strive to meet an increasingly higher standard of value. But technology has also created opportunities for marketers. The Internet has opened the door for mass customization. Sophisticated data collection and management systems enable marketers to collect detailed information about each customer, which allows them to develop one-on-one relationships and to identify high-potential new customers. Technology also helps marketers lower costs so they can deliver greater value to their customers.

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Chapter 3 : Chapter 11 - Bankruptcy Basics | United States Courts

Chapter Admin Console Access Control and Permissions Each realm created on the Red Hat Single Sign-On has a dedicated Admin Console from which that realm can be managed.

Secured bondholders would receive 29 cents on the dollar for their claims. The dissident Indiana pension plan bondholders appealed again to the U. Supreme Court to block the sale. Department of the Treasury issued a statement saying: Supreme, found any fault whatsoever with the handling of this matter by either Chrysler or the U. Fiat will receive equity in the New Chrysler through its contribution of automobile platforms as a base for a new line of Chrysler cars. The transfer did not include eight manufacturing locations, nor many parcels of real estate, nor equipment leases. Contracts with U. On April 26, , it appeared as if Chrysler had reached a deal with the unions which would meet federal requirements, though details were not made available. Chrysler said the union agreement "provides the framework needed to ensure manufacturing competitiveness and helps to meet the guidelines set forth by the U. The submitted court documents indicated that there would be a reorganization plan presented to the court in days, on August 28, Bush administration plan, in December , after Congress declined to approve legislation to provide federal loans. Please update this article to reflect recent events or newly available information. August Chrysler announced on the day of the bankruptcy filing that during the restructuring it would cease most manufacturing operations on May 4, , and resume production "when the transaction is completed, which is anticipated within 30 to 60 days. The shut downs affected about 2, and 4, employees respectively. A Chrysler parts plant in Etobicoke , Toronto operated until May 10, , when it was shut down, affecting employees. The company also announced the retirement of president and vice chairman Tom LaSorda. Louis North plant would close, along with the Twinsburg, Ohio parts-stamping plant and the Kenosha, Wisconsin engine plant. Louis South plant and a Newark, Delaware plant were already closed and should not be sold to Fiat. Work from the Detroit axle plant, also not part of the Fiat deal, was moving to Port Huron, Michigan. The eight plants would be leased by "new Chrysler" and then closed in As many employees as possible would be offered jobs at other Chrysler plants. Gonzalez approved six motions at a May 1 hearing. Also expected at the same hearing was a request for a date to sell assets to "new Chrysler. Banks possessing 70 percent of Chrysler debt agreed to be paid 29 cents on the dollar. But some hedge funds and other creditors that failed to agree with proposed pre-bankruptcy restructuring of debt have yet to approve of the debt restructuring proposed in initial court bankruptcy motions. The plan is for several major Chrysler assets to be sold to a new entity jointly owned by the United Automobile Workers Union health care trust fund, Fiat, and the United States and Canadian governments. Gonzalez approved a proposed plan, rejecting more than filed objections to the sale. Government and Canadian government would be minority stakeholders. Holders of 92 percent of that class of debt agreed to a proposed government that would exchange debt for a value of 29 cents on the dollar. The Indiana funds obtained their bonds in July at 43 cents per the dollar of face value. The transfer does not include eight manufacturing locations, nor many parcels of real estate, nor equipment leases. Fiat , 20 percent; U.

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Chapter 4 : Chrysler Chapter 11 reorganization - Wikipedia

Chapter Relationship Marketing and Customer Relationship Management (CRM) TRUE/FALSE 1. Companies focus on building loyal relationships with existing customers as retaining customers costs must less than acquiring new ones.

A chapter 11 debtor usually proposes a plan of reorganization to keep its business alive and pay creditors over time. People in business or individuals can also seek relief in chapter Background A case filed under chapter 11 of the United States Bankruptcy Code is frequently referred to as a "reorganization" bankruptcy. In addition, no individual may be a debtor under chapter 11 or any chapter of the Bankruptcy Code unless he or she has, within days before filing, received credit counseling from an approved credit counseling agency either in an individual or group briefing. There are exceptions in emergency situations or where the U. If a debt management plan is developed during required credit counseling, it must be filed with the court. How Chapter 11 Works A chapter 11 case begins with the filing of a petition with the bankruptcy court serving the area where the debtor has a domicile or residence. A petition may be a voluntary petition, which is filed by the debtor, or it may be an involuntary petition, which is filed by creditors that meet certain requirements. A voluntary petition must adhere to the format of Form 1 of the Official Forms prescribed by the Judicial Conference of the United States. Unless the court orders otherwise, the debtor also must file with the court: If the debtor is an individual or husband and wife , there are additional document filing requirements. Such debtors must file: A husband and wife may file a joint petition or individual petitions. The Official Forms are not available from the court, but may be purchased at legal stationery stores or downloaded from the Internet at www. The final installment must be paid not later than days after filing the petition. For cause shown, the court may extend the time of any installment, provided that the last installment is paid not later than days after the filing of the petition. If a joint petition is filed, only one filing fee and one administrative fee are charged. Debtors should be aware that failure to pay these fees may result in dismissal of the case. Upon filing a voluntary petition for relief under chapter 11 or, in an involuntary case, the entry of an order for relief, the debtor automatically assumes an additional identity as the "debtor in possession. The term refers to a debtor that keeps possession and control of its assets while undergoing a reorganization under chapter 11, without the appointment of a case trustee. The appointment or election of a trustee occurs only in a small number of cases. Generally, the debtor, as "debtor in possession," operates the business and performs many of the functions that a trustee performs in cases under other chapters. Generally, a written disclosure statement and a plan of reorganization must be filed with the court. The information required is governed by judicial discretion and the circumstances of the case. In a "small business case" discussed below the debtor may not need to file a separate disclosure statement if the court determines that adequate information is contained in the plan. The contents of the plan must include a classification of claims and must specify how each class of claims will be treated under the plan. Creditors whose claims are "impaired," i. After the disclosure statement is approved by the court and the ballots are collected and tallied, the court will conduct a confirmation hearing to determine whether to confirm the plan. In the case of individuals, chapter 11 bears some similarities to chapter The Chapter 11 Debtor in Possession Chapter 11 is typically used to reorganize a business, which may be a corporation, sole proprietorship, or partnership. A corporation exists separate and apart from its owners, the stockholders. A sole proprietorship owner as debtor , on the other hand, does not have an identity separate and distinct from its owner s. Accordingly, a bankruptcy case involving a sole proprietorship includes both the business and personal assets of the owners-debtors. Like a corporation, a partnership exists separate and apart from its partners. Section of the Bankruptcy Code places the debtor in possession in the position of a fiduciary, with the rights and powers of a chapter 11 trustee, and it requires the debtor to perform of all but the investigative functions and duties of a trustee. These duties, set forth in the Bankruptcy Code and Federal Rules of Bankruptcy Procedure, include accounting for property, examining and objecting to claims, and filing informational reports as required by the court and the U. Other responsibilities include filing tax returns and

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reports which are either necessary or ordered by the court after confirmation, such as a final accounting. Railroad reorganizations have specific requirements under subsection IV of chapter 11, which will not be addressed here. In addition, stock and commodity brokers are prohibited from filing under chapter 11 and are restricted to chapter 7. By law, the debtor in possession must pay a quarterly fee to the U. Should a debtor in possession fail to comply with the reporting requirements of the U. In North Carolina and Alabama, bankruptcy administrators perform similar functions that U. The bankruptcy administrator program is administered by the Administrative Office of the United States Courts, while the U. For purposes of this publication, references to U. The committee is appointed by the U. Among other things, the committee: The Bankruptcy Code addresses this issue by treating a "small business case" somewhat differently than a regular bankruptcy case. A small business case is defined as a case with a "small business debtor. Determination of whether a debtor is a "small business debtor" requires application of a two-part test. In a small business case, the debtor in possession must, among other things, attach the most recently prepared balance sheet, statement of operations, cash-flow statement and most recently filed tax return to the petition or provide a statement under oath explaining the absence of such documents and must attend court and the U. The small business debtor must make ongoing filings with the court concerning its profitability and projected cash receipts and disbursements, and must report whether it is in compliance with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and whether it has paid its taxes and filed its tax returns. In contrast to other chapter 11 debtors, the small business debtor is subject to additional oversight by the U. Early in the case, the small business debtor must attend an "initial interview" with the U. Because certain filing deadlines are different and extensions are more difficult to obtain, a case designated as a small business case normally proceeds more quickly than other chapter 11 cases. For example, only the debtor may file a plan during the first days of a small business case. This "exclusivity period" may be extended by the court, but only to days, and only if the debtor demonstrates by a preponderance of the evidence that the court will confirm a plan within a reasonable period of time. When the case is not a small business case, however, the court may extend the exclusivity period "for cause" up to 18 months. The term "single asset real estate" is defined as "a single property or project, other than residential real property with fewer than four residential units, which generates substantially all of the gross income of a debtor who is not a family farmer and on which no substantial business is being conducted by a debtor other than the business of operating the real property and activities incidental. The Bankruptcy Code provides circumstances under which creditors of a single asset real estate debtor may obtain relief from the automatic stay which are not available to creditors in ordinary bankruptcy cases. Appointment or Election of a Case Trustee Although the appointment of a case trustee is a rarity in a chapter 11 case, a party in interest or the U. The court, on motion by a party in interest or the U. The trustee is appointed by the U. Alternatively, a trustee in a case may be elected if a party in interest requests the election of a trustee within 30 days after the court orders the appointment of a trustee. In that instance, the U. Section of the Bankruptcy Code requires the trustee to file a plan "as soon as practicable" or, alternatively, to file a report explaining why a plan will not be filed or to recommend that the case be converted to another chapter or dismissed. Upon the request of a party in interest or the U. The Role of an Examiner The appointment of an examiner in a chapter 11 case is rare. The role of an examiner is generally more limited than that of a trustee. The examiner is authorized to perform the investigatory functions of the trustee and is required to file a statement of any investigation conducted. If ordered to do so by the court, however, an examiner may carry out any other duties of a trustee that the court orders the debtor in possession not to perform. Each court has the authority to determine the duties of an examiner in each particular case. Sometimes, the examiner may be directed to determine if objections to any proofs of claim should be filed or whether causes of action have sufficient merit so that further legal action should be taken. The examiner may not subsequently serve as a trustee in the case. The Automatic Stay The automatic stay provides a period of time in which all judgments, collection activities, foreclosures, and repossessions of property are suspended and may not be pursued by the creditors on any debt or claim that arose before the filing of the bankruptcy petition. As with cases under other

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chapters of the Bankruptcy Code, a stay of creditor actions against the chapter 11 debtor automatically goes into effect when the bankruptcy petition is filed. The filing of a petition, however, does not operate as a stay for certain types of actions listed under 11 U. Under specific circumstances, the secured creditor can obtain an order from the court granting relief from the automatic stay. For example, when the debtor has no equity in the property and the property is not necessary for an effective reorganization, the secured creditor can seek an order of the court lifting the stay to permit the creditor to foreclose on the property, sell it, and apply the proceeds to the debt. The Bankruptcy Code permits applications for fees to be made by certain professionals during the case. In very large cases with extensive legal work, the court may permit more frequent applications. Although professional fees may be paid if authorized by the court, the debtor cannot make payments to professional creditors on prepetition obligations, i. The ordinary expenses of the ongoing business, however, continue to be paid. Who Can File a Plan The debtor unless a "small business debtor" has a day period during which it has an exclusive right to file a plan. This exclusivity period may be extended or reduced by the court. But in no event may the exclusivity period, including all extensions, be longer than 18 months. After the exclusivity period has expired, a creditor or the case trustee may file a competing plan. A chapter 11 case may continue for many years unless the court, the U. Avoidable Transfers The debtor in possession or the trustee, as the case may be, has what are called "avoiding" powers. These powers may be used to undo a transfer of money or property made during a certain period of time before the filing of the bankruptcy petition. By avoiding a particular transfer of property, the debtor in possession can cancel the transaction and force the return or "disgorgement" of the payments or property, which then are available to pay all creditors. Generally, and subject to various defenses, the power to avoid transfers is effective against transfers made by the debtor within 90 days before filing the petition. But transfers to "insiders" i. In addition, under 11 U. Avoiding powers prevent unfair prepetition payments to one creditor at the expense of all other creditors. Cash Collateral, Adequate Protection, and Operating Capital Although the preparation, confirmation, and implementation of a plan of reorganization is at the heart of a chapter 11 case, other issues may arise that must be addressed by the debtor in possession. The debtor in possession may use, sell, or lease property of the estate in the ordinary course of its business, without prior approval, unless the court orders otherwise. If the intended sale or use is outside the ordinary course of its business, the debtor must obtain permission from the court. A debtor in possession may not use "cash collateral" without the consent of the secured party or authorization by the court, which must first examine whether the interest of the secured party is adequately protected. Section defines "cash collateral" as cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents, whenever acquired, in which the estate and an entity other than the estate have an interest.

Chapter 5 : Google Drive stellt sich vor – Alle Ihre Dateien an einem Ort

backlash to spam, junk mail, consumers give permission, can be offered through internet telephone, mail, higher response rates Steps in permission marketing obtain permission, offer a curriculum over time, offer incentives to continue the relationship, increase level of permission, leverage the permission to benefit both parties.

Chapter 6 : Chapter 11 Bankruptcy for Small Business Owners | racedaydvl.com

Energy XXI was forced to file for Chapter 11 in April shortly after it took on excessive debt to fund a vast acquisition spree at the height of the oil & gas market.

Chapter 7 : KCC Expands Restructuring Services with Title XI Acquisition

Houston-based EV Energy Partners LP (Nasdaq: EVEP), along with its subsidiaries, filed for Chapter 11 bankruptcy

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protection on April 2, according to a press release.

Chapter 8 : Serta owner may look to acquire Mattress Firm if it goes bankrupt

However, Chapter 11 is also a forum for investment opportunities, whether a purchase of assets, a merger or the acquisition of a controlling equity position in an.

Chapter 9 : Bondurant Racing School files for Chapter 11 bankruptcy, vows to stay in business

This chapter of the Bankruptcy Code generally provides for reorganization, usually involving a corporation or partnership. A chapter 11 debtor usually proposes a plan of reorganization to keep its business alive and pay creditors over time.