LEGALITY AND ENFORCEMENT OF ELECTRONIC TRANSACTIONS

Presented by:

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STATUTORY FRAMEWORK

- **Uniform Electronic Transaction Act ("UETA") (1999)**
  - Adopted by 49 states (**except New York***), the District of Columbia, Guam, Puerto Rico, and the U.S. Virgin Islands
- **Electronic Signatures In Global And National Commerce ("E-SIGN") (2000)**
  - 15 U.S. Code § 7001 *et seq.*
  - Preempts any inconsistent state law, except those who have adopted the UETA without amendment
- **New York Electronic Signatures and Records Act (1999)**
  - N.Y. State Technology Law Article 3 (§§301-309) titled "Electronic Signatures and Records Act" **("ESRA")**
  - The N.Y.S. Office of Information and Technology Services oversees the ESRA; is the Electronic Facilitator that administers the ESRA and promulgates rules and regulations consistent with the ESRA (9 NY Comp Codes Rules and Regs Part 540)

PURPOSE

- **UETA**
  - To establish the legal equivalence of electronic records and signatures with paper writings and manually-signed signatures, removing barriers to electronic commerce.
- **E-SIGN**
  - To provide that electronic records and signatures have the same validity and effect as wet signatures with regard to transactions in or affecting interstate or foreign commerce
- **ESRA**
  - To establish standards and procedures governing the use and authentication of electronic signatures and the utilization of electronic records in accordance with article 3 of the New York Technology Law

APPLICABILITY

- **UETA**
  - Applies to commercial transactions in those states that have adopted UETA
    - Establishes the legal equivalence of electronic records and signatures with paper writings and manually-signed signatures
  - Applies only to those transactions where the parties have agreed to or intended to conduct the transaction electronically
  - The Act does not apply to *all* writings and signatures, but only to electronic records and signatures related to business, commercial and governmental affairs
    - This includes commercial transactions involving consumers, *i.e.*, sale of goods
  - Preempts E-SIGN in interstate or foreign commerce
    - **IF** adopted in full, without changes, or is consistent with E-SIGN

APPLICABILITY

- **E-SIGN ACT**
  - Applies to transactions in or affecting interstate or foreign commerce (15 U.S.C. § 7001(a))
    - This does **not** eliminate intrastate commerce as that is usually construed as "affecting interstate commerce"
    - Electronic records and signatures have the same validity and effect as wet signatures with regard to transactions in or affecting interstate or foreign commerce
  - Tracked the UETA, but extended the law to consumer transactions (*e.g.*, intent required)
  - Specifically provides that UETA trumps the provisions of ESIGN (Sec. 7002)
  - States that have not adopted the UETA or adopted it with amendments do not trump E-SIGN and may avoid federal preemption only if consistent with E-SIGN

APPLICABILITY

- **ESRA**
  - ESRA provides the legal foundation for conducting transactions electronically by recognizing electronic signatures and electronic records as having the same legal validity and effect as their paper-based counterparts.
  - It enables parties who voluntarily elect to use electronic signatures or electronic records to electronically create, sign, store, and exchange records with confidence that those records are enforceable under law. Tracked the UETA, but extended the law to consumer transactions (*e.g.*, intent required)
  - ESRA is applicable in business and consumer transactions
  - Generally ESRA is not displaced by E-Sign. E-Sign preempts only to the extent of any actual conflict or where federal requirements apply

INTERACTION WITH UCC ARTICLES

- Applies to Article 2 Sale of Goods and Article 2A Leases
- Revised Article 9 provides for a security agreement to be authenticated instead of being signed.
  - Authentication means to sign or otherwise with present intent to adopt or accept a record, to attach to or logically associate with the record an electronic sound, symbol, or process (UCC § 9102(a)(7))
- Other articles governing negotiable instruments, letters of credit, documents of title, security interests in personal property and investment securities have been amended to permit the use of certain electronic records and signatures for many purposes, according to their own terms

DIFFERENCES BETWEEN THE ACTS

- **Record Keeping**
  - E-SIGN requires the records to remain accessible to all parties for a specified time, but provides that a state may not impose paper requirements
  - UETA requires accessibility for later reference and allows the use of third parties to keep the records
  - ESRA has no specific requirement within the statute but New York will look to other statutes that require records to be maintained
- **Use of Third Parties**
  - Both E-SIGN and UETA allow the use of electronic agents, but UETA incorporates state law governing mistakes if a security procedure is not used and a mistake is made as a result of using electronic agents
  - ESRA provides that governmental entities are authorized to store electronic records but does not address the use of third parties for such storage

DIFFERENCES BETWEEN THE ACTS

- UETA defers to state laws for substantive determinations of authority, agency, forgery, contract formation, etc.
- E-SIGN does not affect any legal requirement other than it being written, signed, or in non-electronic form
- UETA is permissive
- E-SIGN is mandatory in interstate electronic commerce
- Under ESRA the use or acceptance of electronic records by "government entities" is voluntary so businesses and consumers need to check which government entities will or will not accept electronic signatures
  - Businesses and consumers may choose to use electronic signatures and engage in electronic transactions freely

ELECTRONIC SIGNATURE CLEARLY DEFINED

- **UETA**
  - "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
    - (UETA § 2(8))
- **E-SIGN**
  - An electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
    - (15 USC § 7006 (5))
- **ESRA**
  - An electronic sound, symbol, or process, attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the record.
    - (NYS Tech Law Article3 § 302.3)

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    - (NYS Tech Law Article3 § 302.3)

ELECTRONIC RECORD CLEARLY DEFINED

- **UETA**
  - A record created, generated, sent, communicated, received, or stored by electronic means.
    - (UETA § 2(7))
- **E-SIGN**
  - A contract or other record created, generated, sent, communicated, received, or stored by electronic means.
    - (15 USC §7006(4))
- **ESRA**
  - An electronic record shall mean information, evidencing any act, transaction, occurrence, event, or other activity, produced or stored by electronic means and capable of being accurately reproduced in forms perceptible by human sensory capabilities.
    - (NYS Technology Act Article 3 §302.2)

ELECTRONIC AGENT DEFINED

- **UETA**
  - A computer program or an electronic or other automated means used independently to initiate an action or respond to electronic records or performances in whole or in part, without review or action by an individual.
    - (UETA § 2(6))
- **E-SIGN**
  - A computer program or an electronic or other automated means used independently to initiate an action or respond to electronic records or performances in whole or in part without review or action by an individual at the time of the action or response.
    - (15 USC § 7006(3))
- **ESRA**
  - No definition

ENFORCEABILITY OF ELECTRONIC RECORD OR SIGNATURE UNDER UETA

- **UETA**
  - A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.
  - A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation.
  - Any law that requires a writing will be satisfied by an electronic record.
  - Any signature requirement in the law will be met if there is an electronic signature.
    - (UETA § 7)

ENFORCEABILITY OF ELECTRONIC RECORD OR SIGNATURE UNDER E-SIGN

- **E-SIGN**
  - "…Notwithstanding any statute, regulation, or other rule of law… with respect to any transaction in or affecting interstate or foreign commerce— (1) a signature, contract, or other record relating to such transaction may not be denied legal effect, validity, or enforceability solely because it is in electronic form; and (2) a contract relating to such transaction may not be denied legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation."
    - (15 USC § 7001(a))

ENFORCEABILITY OF ELECTRONIC RECORD OR SIGNATURE UNDER ESRA

- **ESRA**
  - "…Notwithstanding any statute, regulation, or other rule of law… with respect to any transaction in or affecting interstate or foreign commerce— (1) a signature, contract, or other record relating to such transaction may not be denied legal effect, validity, or enforceability solely because it is in electronic form; and (2) a contract relating to such transaction may not be denied legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation."
    - (15 USC § 7001(a))

ADMISSIBILITY OF AN ELECTRONIC SIGNATURE

- **UETA**
  - Section 13. Admissibility In Evidence.
    - In a proceeding, evidence of a record or signature may not be excluded solely because it is in electronic form
- **E-SIGN** – no specific provision
  - Section 7001
    - (a) (1) a signature, contract, or other record relating to such transaction may not be denied legal effect, validity, or enforceability solely because it is in electronic form; and
    - (2) a contract relating to such transaction may not be denied legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.

PROOF REQUIRED TO ADMIT AN ELECTRONIC SIGNATURE OR RECORD UNDER UETA

- **UETA**
  - Proof of whether a record is signed is a question of fact to be determined under state law
  - Broad concept and does not require any specific technology – may include voice message, a name on an email, or a firm name on a facsimile, if intent is present
  - Critical element is the intention to execute or adopt the sound, symbol, or process for purposes of signing and requires the signer to execute or adopt that process with intent to sign
  - Section 13 specifically states that electronic records are not inadmissible into evidence solely because they are in electronic format

PROOF REQUIRED TO ADMIT AN ELECTRONIC SIGNATURE OR RECORD UNDER E-SIGN

- **E-SIGN**
  - Does not change the substance of any law and affects only the medium for execution and delivery of writings

TEXAS BUS. & COM. CODE CHAPTER 322.005

- Permits, but does not require a record or signature to be created, generated, sent, communicated, received, stored, or otherwise processed or used by electronic means or in electronic form
- Applies ONLY to transactions between parties each of which has agreed to conduct transactions by electronic means
  - An Agreement to conduct one such transaction does not automatically mean all electronic transactions are agreed to

TEXAS BUS. & COM. CODE CHAPTER 322.007

- A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.
- A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation
- If a law requires a record to be in writing, an electronic record satisfies the law
- If a law requires a signature, an electronic signature satisfies the law.

TEXAS BUS. & COM. CODE CHAPTER 322.009

- Attribution and Effect of Electronic Record and Electronic Signature
- Attribution may be shown in any manner, including
  - A showing of the efficacy of any security procedure applied to determine the person to which the electronic record or electronic signature was attributable
- The Effect of such Attribution is determined from the context and surrounding circumstances at the time of its creation, execution, or adoption, including the parties' agreement, if any, and otherwise as provided by law.

FACTORS FOR RECOGNITION BY THE COURTS

- Attribution
- Authentication
- Consent
- Intent
- Security
- Record Retention

ATTRIBUTION

- **UETA** - defines the term
- Section 9. Attribution And Effect Of Electronic Record And Electronic Signature.
  - (a) An electronic record or electronic signature is attributable to a person if it was the act of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to which the electronic record or electronic signature was attributable.
  - (b) The effect of an electronic record or electronic signature attributed to a person under subsection (a) is determined from the context and surrounding circumstances at the time of its creation, execution, or adoption, including the parties' agreement, if any, and otherwise as provided by law.
- **E-SIGN** does not have a separate definition

ATTRIBUTION

- The act of signing can be proven by any relevant evidence, including the use of technology or a password
- Determined by the context and surrounding circumstances at the time of execution or adoption of the agreement

AUTHENTICATION

- Confirming a transaction participant's actual identity or status as an authorized business representative at the beginning of the transactions ("initial authentication"); and,
- Confirming that the same person initially identified as a transaction participant continues to be the person participating in the transaction ("ongoing authentication").

AUTHENTICATION

- ***Rose v Koch*** (2025) 2025WL2831017 [USDC E.D.OK]
  - Addressed the authentication requirement
- Found:
  - Certificates of Completion generated by DocuSign which provide detailed timestamps and authentication data for … electronic signatures
  - Testimony of a forensic expert, affirmed her reliance on this metadata
- THEREFORE, conclusion was that the account documents were executed electronically

CONSENT

- Consent to conduct business electronically
  - Can be established by circumstance in commercial transactions
  - Can be express or implied, except in consumer transactions under E-SIGN
- Best to use express, written consent agreement
  - May be accomplished through carefully constructed email chain

INTENT

- Intent to sign must be clear and show there is no possibility of forgery
- The electronic signature (including clickthrough, digitized signatures, check boxes/buttons, etc.) should:
  - Establish the signer's intent to create the signature
  - Attach the signature to the record being signed
  - Confirm the identity of the person accessing, reviewing, and signing

TEXAS BUS. & COM. CODE §322.002(13) SECURITY PROCEDURE

- "Security procedure" means a procedure employed for the purpose of verifying that an electronic signature, record, or performance is that of a specific person or for detecting changes or errors in the information in an electronic record. The term includes a procedure that requires the use of algorithms or other codes, identifying words or numbers, encryption, or callback or other acknowledgment procedures.

SECURITY

- ***Aerotek, Inc. v. Boyd*** (2021) 624 S.W.3rd 199 [Sup Ct Tex]
- A requirement for a unique identifier to be created [user id, password, and security questions]
- Requirement for personal information to be entered and documents signed by clicking on them
- Each document was recorded and timestamped
- Document could not be submitted until all steps were completed until all steps were completed and all required signatures provided
- Document could NOT be modified once submitted

SECURITY

- ***Houston v Shattenkirk***(2023) 693 S.W.3rd 513 [Court of Appeals of Texas, Houston]
- On Employer's motion to compel arbitration, Employer failed to conclusively establish the efficacy of the security procedures used to obtain employee's purported electronic signature on arbitration agreement
  - AutoNation did not present evidence establishing security procedures that would prevent unauthorized access, or demonstrate that users were required to complete all steps before moving on
- Shattenkirk's declaration asserted he never agreed to be bound by arbitration agreement and that he manually completed the employment agreements.
- Court HELD that Shattenkirk's declaration was enough to raise a fact question that had to be resolved by an evidentiary hearing.

SECURITY

- ***Conduent Commercial Services, LLC v Boren***(2025) 2025 WL 1208685 [Court of Appeals of Texas, Dallas]
- Strongly relied on the *Aerotek* decision, affirmed trial court's order denying motion to compel arbitration, specifically citing *Aerotek [S]ecurity procedures may include requiring personal identifying information—such as a social security number or an address—to register for an account; assigning a unique identifier to a user and then tying that identifier to the user's actions; maintaining a single, secure system for tracking user activities that prevents unauthorized access to electronic records; business rules that require users to complete all steps in a program before moving on or completing it; and timestamps showing when users completed certain actions*.
- No evidence in the record from anyone with personal knowledge of Conduent's security procedures at the time it claims Boren electronically signed a valid arbitration agreement
- Conduent failed to provide a scintilla of comparable evidence and its application program is run by a third-party vendor that supplied no independent evidence

SECURITY

- ***Brown v Child Advocates, Inc.***(2025) 2025 WL 1107095 [Court of Appeals of Texas, Houston]
- While CAI failed to conclusively establish the efficacy of the security procedures used to obtain Brown's purported signature, it furnished more than a scintilla of evidence showing Brown's consent to the agreement.
- CAI did **not** produce clear evidence of reliable security procedures for recording and maintaining electronic signatures **and** Brown's declaration was sufficient to raise a fact question as to her consent to the agreement
- Trial Court's Order granting Motion to Compel was reversed and remanded
- **DISSENT:** The Enactment of UETA was to facilitate electronic transactions, not to make them more difficult to enforce. CAI presented evidence that the electronic signature was Brown's and Brown did not present evidence that it wasn't. "The analysis should end there".

RECORD RETENTION

- All parties must have access to the maintained records
- The signature must be associated with the record
  - Keep an associated record of how the signature was captured, or
  - Make a textual or graphic statement that can be added to the signed record
- The records must be protected to maintain integrity and reliability
- The records accurately reflect the information in the document
- A party may use a third-party provider for this service

BURDEN OF PROOF IN ENFORCING ELECTRONIC TRANSACTIONS

Attribution of Signature

- ***Zulkiewski v. American General Life Insurance*** *2012 WL 2126068*(Mich Court of Appeals)
  - Former beneficiaries of a life insurance policy contested change
  - An online account was established providing all the required information and was thereafter used to change the beneficiaries
  - Michigan's statute reads (**virtually identical to Texas' statute**)
    - (1) …electronic signature is attributable to a person if it is the act of the person…
    - (2) …electronic record or electronic signature attributed … is determined from the context and surrounding circumstances at the time of its creation, execution, or adoption, including any agreements of the parties…
  - Former beneficiaries argued the insurance company was required to show the efficacy of its security procedures
  - Court disagreed relying on facts that numerous items required to establish online account were provided

Attribution

- ***Designs for Health, Inc. v. Millero*** (Conn. App. Ct. 2019) 201 A.3d 1125
  - Upheld a contract containing a forum selection clause finding that DocuSign's certificate of completion was *prima facie* evidence that the defendant signed the document on the date and time stated
  - On the Motion to Dismiss, the Plaintiff was found to have met its burden of proof
    - Had the Defendant requested an evidentiary hearing on the evidence, the result might have been different.

Authentication of Electronically Stored Information

NOT FOUND

- ***Lorraine v. Markel AM. Inc. Co.*** 241 F.R.D 534 (U.S.D.C. MD 2007)
  - None of the ESI was authenticated
  - Hearsay issues were not addressed
  - Best-evidence (original writing) requirements were ignored
  - No demonstration of the absence of unfair prejudice
- The court said "Because it can be expected that electronic evidence will constitute much, if not most, of the evidence used in future motions practice or at trial, counsel should know how to get it right on the first try."

Authentication/Attribution

- ***Espejo v. Southern California Permanente Medical Group*** (2016) 246 Cal.App.4th 1047
  - Signature was authenticated
    - Testimony from the IT/systems consultant detailing the transmission, review, and signature process, the employer's security precautions regarding transmission and the use of a unique username and password, and the steps needed to place a name on the signature line. Defendant showed that only someone using the plaintiff's user name and password could have signed the document.

Authentication/Attribution
NOT FOUND

- ***Ruiz v. Moss Bros. Auto Group, Inc.*** (2014) 232 Cal.App.4th 836
  - Court found no authentication of electronic signature
    - No evidence explaining how the signature, or the date and time printed next to the signature, came to be placed on the agreement or how it ascertained that the electronic signature was the act of the person who allegedly signed the document
  - Should have shown that the electronic signature could only be placed by a person using a unique username/login ID and password, that the date and time indicated the actual date and time the signature was made, that the person was required to use a unique username/login ID and password to access the document to sign it

Authentication/Attribution
WAS FOUND

- ***Aerotek, Inc. v. Boyd*** (2021) 21WL2172538 Tx.S. Ct.
  - Court found that employer had a robust authentication process, a comprehensive audit trail, and a secure record management system
    - Evidence established the efficacy of the security procedures applied and the court was able to determine the person (candidate) to which the electronic record or electronic signature was attributable.
  - Aerotek provided evidence that a candidate was required to create a unique identifier, a user ID, a password, and security questions. Every action was recorded and timestamped. Application could not be submitted until all steps were completed and all required signatures provided. Aerotek could not modify the contents.

Enforceability of Email Signatures

- ***Parks v Seybold*** (2015) 2015WL4481768
  - This was an appeal by Parks from a judgment granted after trial to Seybold.
  - Each of the emails contained an automatically generated signature block
    - BUT, before the signature block, Parks signed each of the emails "Thank you, Clyde".
  - Parks admitted that he personally sent the emails
  - Parks claimed there was no evidence to show that the parties agreed to conduct the transaction by electronic means
    - BUT, the trial court found the parties' discussions, interactions, and behavior showed they agreed to transact business electronically

Email Agreement - UPHELD

- ***KHOURY v. TOMLINSON,*** *518 S.W. 3d 568 (Court of Appeals of Texas, Houston)*
- A lawsuit was commenced, *inter alia,* to collect on a loan made to PetroGulf, which Tomlinson agreed to repay
  - Original meeting was "in person" but summary of agreement was by email.
- Parties agreed that the Texas UETA governed the email correspondence
- Court determined that *[A] signature block in an email performs the same authenticating function as a 'from' field….satisfies the requirement of a signature under UETA.*
- *Court found the evidence established parties intended to be bound by the terms in the email.*

KHOURY v. TOMLINSON OF PARTICULAR IMPORTANCE TO CREDIT AND COLLECTIONS

- Khoury v. Tomlinson is frequently cited for the proposition that **emails can create enforceable contracts** and satisfy statute-of-frauds requirements in Texas. It is particularly important in cases involving:
- Informal electronic communications,
- Investment disputes, and
- Personal guarantees arising out of business relationships

Email Agreement – NOT UPHELD

- ***Parish Transport LLC v. Jordan Carriers Inc.*** (2021) 327 So.3d 45 (Supreme Court of Mississippi)
- Considered whether an e-mail chain contained an "electronic signature" as necessary to form a contract.
  - Accepted that individual emails in an e-mail chain can be combined to satisfy the statute of frauds signature requirement
  - In this case, there was insufficient evidence to determine that Doug Jordan **intended** to adopt the email chain as a valid contract.

TEXAS RULE OF CIVIL PROCEDURE 11

- **RULE 11. AGREEMENTS TO BE IN WRITING**
- Unless otherwise provided in these rules, no agreement between attorneys or parties touching any suit pending will be enforced unless it be in writing, signed and filed with the papers as part of the record, or unless it be made in open court and entered of record.

RULE 11 SETTLEMENT NOT ENFORCEABLE

- ***Cunningham v. Zurich American Insurance Company*** (352 S.W. 3d 519 (Court of Appeals of Texas, Forth Worth)(2011)
- Parties cross-appealed from awards stemming from medical malpractice claims
- Parties had been ordered to attend post-judgment mediation
  - Settlement Negotiations took place
- **ISSUE: Was there an enforceable Rule 11 Agreement**
  - The email is and acceptable writing under the Texas UETA
  - The mere signature block was NOT sufficient to be a signature
    - The claims manager's affidavit was not based on personal knowledge
  - Cunningham denied an intent to enter into an email agreement
- **Holding:** The court affirmed summary judgment for Zurich and JUA, holding that no enforceable settlement agreement existed because the alleged agreement did not comply with Rule 11 and the record reflected material disputes and lack of mutual assent on essential terms.

Enforceable of Rule 11 Settlements

- ***Williamson v Bank of New York Mellon,*** *947 F. Supp. 2d 704 (2013)* U.S.D.C. N.D. Texas, Dallas Division
- Mortgage Foreclose Action against Williamson
- Willliamson brought action on various claims against Bank
- During the pending litigation, email communications between counsel for the parties resulted in a settlement and advised the Court
- **FINDINGS:**
  - The agreement is in writing
  - The Agreement is Signed "a typed name at the end of an email is similar to a 'signature'
    - Intent was affirmatively shown
  - The agreement was filed with the court and became part of the record

WANDA BORGES

WANDA BORGES, the principal member of Borges & Associates, LLC., **has been specializing in commercial insolvency practice and commercial litigation representing corporate clients throughout the United States for more than forty-five years.**

She is admitted to practice before the courts of the State of New York **and the United States District Court for the Southern, Eastern, Northern and Western Districts of New York, the United States District Court for the District of Connecticut, the United States District Court for the Eastern District of Michigan, the Second Circuit Court of Appeals and the Supreme Court of the United States.**

She is a member of several professional organizations, including the American Bar Association, the New York State Academy of Trial Lawyers, American Bankruptcy Institute. As a member of the Commercial Law League of America, she is a Past President of the League, is a Past Chair of its Bankruptcy and Creditors' Rights Sections' Executive Councils and currently serves on the CLLA Eastern Region Executive Council. She is currently the Co-Chair of the Board of Associate Editors for the Commercial Law World and other CLLA publications. She is a Past President of the CLLA Fund for Public Education

WANDA BORGES

She is a regular lecturer for the National Association of Credit **Management (NACM) and its various affiliates. She has prepared and continues to update courses on "Advanced Issues in Bankruptcy", "Basics in Bankruptcy", "Current Cases in Bankruptcy", "Creditor's Committees", "Credit and Collection Issues", Sarbanes-Oxley Act of 2002, "Litigation Issues" and "Antitrust Issues" which have been presented at past NACM Annual Credit Congresses and at trade credit association meetings. Even prior to the passage of the "Red Flags Rule", Ms. Borges worked with the NACM and the FTC to determine the applicability of the Rule to business creditors. Ms. Borges has prepared and presents seminars on the Red Flags compliance issues for the NACM, its various affiliates, corporations, collection agencies and various other organizations. Ms. Borges had been a faculty member for the NACM's Graduate School of Credit and Financial Management at Dartmouth College from 1994 through 2020. Ms. Borges *has been a faculty member for the National Institute on Credit* Management, a program jointly sponsored by the Commercial Law League of America and the National Association of Credit Management**

WANDA BORGES

She has been a regular lecturer for the American Management Association on the Uniform Commercial Code and Fundamentals of Business Law for the Non-Lawyer, and for both the American Management Association, the Media Financial Management Association (formerly the Broadcast Cable Financial Management Association) and the Broadcast Cable Credit Association on Creditor's Rights in Commercial Litigation and Bankruptcy Matters. Additionally, she has presented seminars and webinars for the National Conference of Bankruptcy Judges, the American Bankruptcy Institute, The Commercial Law League of America, The International Association of Commercial Collectors, various local and national Bar Associations, Thomson West Publishing Company, the New York State Food Service Distributors Association and Riemer/Plus.

Ms. Borges frequently presents live seminars, tele-seminars and webinars for various trade credit groups, many of whom are managed by NACM Affiliate Associations. Additionally, she has prepared and presented these educational programs for the American Automotive Leasing Association, the National Chemical Credit Association, the National Cement Trade Credit Group, the Health Industry Manufacturers Association, the Beauty and Barber Manufacturers Credit Association, the New Hampshire Association of Broadcasters and the Credit Association for Satellite History.

WANDA BORGES

She has served as the Managing Editor and still is one of the contributing authors of the Manual of Credit and Collection Laws published by the National Association of Credit Management and is a contributing author to its Principles of Business Credit. She is a member of NACM's Editorial Advisory Committee. She is an Associate Editor and contributing author for the Commercial Law League of America's magazine "The Commercial Law World" and has contributed to the CLLA's Law Journal and the Bankruptcy Section Newsletter. Her treatise Hidden Liens: Who is Entitled to What? was published in the Fall, 1998 Edition of the Commercial Law Journal. She has authored Antitrust, Restraint of Trade and Unfair Competition: Myth Versus Reality, published by the NACM. Ms. Borges is the lead author and Editor-in- Chief of Enforcing Judgments and Collecting Debts in New York published by Thomson West Publishing Company and updated annually. She routinely publishes articles for the National Association of Credit Management "Business Credit" magazine and has published articles for its "Fraud Prevention News". Upon the passage of the BAPCPA in 2005, Ms. Borges prepared and presents educational programs on this new legislation and co-authored The Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 – An Overhaul of U.S. Bankruptcy Law, published by the NACM.

WANDA BORGES

She has published articles for the Broadcast Cable Credit Association "Creditopic$" and continues to publish articles for the "The Financial Manager" on Commercial Creditors' Rights in Bankruptcy, Bankruptcy issues generally, the FTC's Red Flags Rule, the ECOA and Regulation B, Electronic Invoicing, "Dot Com" Businesses, and on Advertiser/Agency Liability; and has prepared the "white paper" on the discontinuance of notarization of broadcast invoices. She is a co-author of the National Association of Broadcasters' book Out of the Red and into the Black, as well as the Broadcast Cable Credit Association's Credit & Collection Handbook. Ms. Borges has appeared as a guest on the Fox News Channel program, "Fox on Consumers", speaking on consumer bankruptcy exemptions. In February, 2010, Ms. Borges prepared and presented a program entitled "Avoiding Bankruptcy Pitfalls: Creditors' Rights and Professional Obligations in Bankruptcy Proceedings" for the Georgia Bar Association and the Institute of Continuing Legal Education in Georgia" which was televised live and telecasted to satellite locations throughout the State of Georgia. She will be presenting a program for the Texas Bar Association on Electronic Transactions in April 2026.

WANDA BORGES

She has conducted "in-house" seminars on credit, collection, secured transactions and insolvency for corporate clients such as Agrium, Inc., Bristol-Myers Squibb, Burlington Industries, Inc., Cosmair, Inc., Doric Enterprises, Ferguson Enterprises, Inc., Ingram, Mars Incorporated, McKesson Corporation, Mobil Chemical Company, Multi-Arc Corp., Pfizer Inc., R.J. Reynolds Tobacco Company, Sandvik, Inc., Sharp Electronics Corporation, Simon & Schuster Corp., SONY Corporation, Southeastern Freight Lines, Inc., Stanley Works, Sumitomo Corporation and SunTrust Bank.

She is a past Chair of the Board of Trustees of Mercy College and served as a member of that board for nine years. She has served on the board of Regents College, and has taught Business Law at Seton College in Westchester County, New York. She is a past Chair of the Broadcast Cable Financial Management Association.

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Ms. Borges actively participates in community events. She is a Leader of Song and has directed the Youth Music Ministry at her parish, Our Lady Star of the Sea where she currently sits on the Parish Advisory Council. She remains a member of the Fairfield County Chorale for which she served as its president for the years 1995 through 1997, Executive Vice-President of the Fairfield County Chorale during the years 2012 through 2013 and served several years as a director on its Board.

She received the "Human Valor" Award by Noticias del Mundo, a New York based spanish-language newspaper in 1985, the Mercy College Alumni Association's "Professional Achievement" Award in 1991, honorary membership in Delta Mu Delta -The National Honor Society in Business Administration - in May, 1995 and in October, 1996, was awarded the Mercy College Trustee's Medal for outstanding dedication to her profession and alma mater. She is listed in Who's Who of American Women. In September, 2000 she was named one of the "50 Outstanding Alumni" of Mercy College. In February, 2001 she received the "Career Achievement Award" from the Broadcast Cable Credit Association. In May, 2004, she received the "Strength in Numbers Recognition Certificate" from the NACM. In December 2006, she was named one of "2006 Top25 Most Influential Collection Professionals" by Collection Advisor Magazine. Ms. Borges was recently inducted into Mercy College's Alumni Hall of Fame celebrating its 60th year in existence. In November, 2010, Ms. Borges received the "Robert E. Caine Award for Leadership" from the Commercial Law League of America. Ms. Borges has been included on the New York Super Lawyers – Metro Edition list (Bankruptcy & Creditor/Debtor Rights) each year since 2009. Ms. Borges received a "Woman of Distinction" Award from St. Catharine Academy in April, 2015. Ms. Borges is listed in Who's Who in America. In November, 2023, Ms. Borges received the "Warren Pinchuck Service Award" from the Commercial Law League of America. In January 2025, Ms. Borges received the "Leadership and Distinguished Service Award" from the International Association of Commercial Collectors.