

SO ORDERED.

SIGNED this 8 day of August, 2025.



Austin E. Carter

Austin E. Carter
Chief United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF GEORGIA
MACON DIVISION

In re:	)	
	)	
Teri G. Galardi,	)	Case No. 22-50035-AEC
	)	
Debtor.	)	Chapter 11
	)	
Christopher Kosachuk,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Adv. Proc. No. 24-5015-AEC
	)	
Astrid E. Gabbe, Esq.,	)	
The Law Office of Astrid	)	
E. Gabbe, P.A., Jenisee Long, and	)	
Alexis King,	)	
	)	
Defendants.	)	

ORDER HOLDING
CHRISTOPHER KOSACHUK IN CONTEMPT

Before the Court is the *Motion for Contempt and to Enforce Settlement Agreement Against Christopher Kosachuk* ([Doc. 74](#)) (the “Contempt Motion”), filed by non-parties Thomas T. McClendon, as Liquidating Trustee of the Galardi Creditors Trust (“McClendon” or the “Liquidating Trustee”) and the Galardi

Creditors Trust (together, with McClendon, the “Movants”), on January 13, 2025. The Contempt Motion came on for hearing on February 21, 2025, at which McClendon appeared along with his counsel, Leon Jones. Plaintiff Christopher Kosachuk (“Plaintiff” or “Kosachuk”) appeared telephonically.¹

This is a core proceeding over which the Court has jurisdiction under 28 U.S.C. §§ 157 and 1334, and the February 21, 2012, Amended Standing Order of Reference of the United States District Court for this District, General Order 2012-1, referring all cases filed under title 11 or arising in or related to a case under title 11 to the bankruptcy court. Moreover, a court retains the authority and jurisdiction to enforce and interpret its own orders. *Bombart v. Family Ctr. at Sunrise, LLC*, 520 B.R. 300, 303 (S.D. Fla. 2014) (citing *Alderwoods Group Inc. v. Garcia*, 682 F.3d 958, 969–70 (11th Cir. 2012)); *In re Chateaugay Corp.*, 201 B.R. 48, 62 (Bankr. S.D.N.Y. 1996) (“Bankruptcy courts have inherent or ancillary jurisdiction to interpret and enforce their own orders wholly independent of the statutory grant of jurisdiction under 28 U.S.C. § 1334.”).

Based on the pleadings, the evidence presented, the arguments of the parties, and the record of this adversary proceeding and the underlying chapter 11 case (the “Main Case”), the Court makes the following findings of fact and conclusions of law.

I. Findings of Fact.

A. The Chapter 11 Case

1. The Plan and Galardi Creditors Trust

The Debtor filed the Main Case in 2022; her plan was confirmed by order entered in April 2023 (Main Case, Doc. 410) (the “Confirmation Order”). Among other things, the Confirmation Order established the Galardi Creditors Trust for

¹ The day before the hearing, Kosachuk moved to continue the hearing and requested the Court compel McClendon and Defendant Astrid E. Gabbe, Esq. to comply with deposition requests (Doc. 97). The Court denied Kosachuk’s motion but allowed him to appear telephonically at the February 21, 2025 hearing in accordance with its usual telephonic hearing procedures (Doc. 98).

the administration of Class 8 claims, and appointed McClendon to serve as Liquidating Trustee of that Trust. The Debtor and the Liquidating Trustee executed the Liquidating Trust Agreement for the Galardi Creditors Trust a short time after entry of the Confirmation Order.

2. *The First Adversary Proceeding and the Settlement Agreement*

On October 24, 2023, Kosachuk, Astrid E. Gabbe, and three other parties initiated Adversary Proceeding No. 23-5024 against the Liquidating Trustee, the Galardi Creditors Trust, and others, seeking revocation of the Confirmation Order due to alleged fraud (the “First Adversary Proceeding”). Count VI of the complaint sought the removal and replacement of McClendon as Liquidating Trustee (First Adversary Proceeding, [Doc. 1 at 10](#)).

On or about November 22, 2023, Kosachuk, the Liquidating Trustee, Astrid E. Gabbe, The Law Office of Astrid E. Gabbe, P.A.,² and several other parties entered into a settlement agreement resolving a multitude of issues, which was expressly intended to resolve all disputes which had or could have arisen between the parties, including those issues raised in the First Adversary Proceeding.³ The settlement agreement was incorporated into, amended by, and approved (as amended) by the Court’s *Order Authorizing Liquidating Trustee’s Entry into a Settlement Agreement with The Law Office of Astrid E. Gabbe, P.A., Astrid E. Gabbe, Christopher Kosachuk, Jammie Parker, Shakir Williams, Dudley Law, LLC, and Ainsworth Dudley*, entered December 19, 2023 (Main Case, [Doc. 683](#)) (the “Settlement Order”). The settlement agreement, as amended by the Settlement Order, will hereinafter be referred to as the “Settlement Agreement.”

² Astrid E. Gabbe and The Law Office of Astrid E. Gabbe, P.A. are Defendants in this adversary proceeding.

³ A copy of this agreement is attached as Exhibit A to the *Motion for Order Approving Liquidating Trustee’s Entry into Settlement Agreement* (Main Case, [Doc. 661](#)).

The settling parties—including Kosachuk—signed the Settlement Order, thereby consenting to the Settlement Agreement, consenting to entry of the Settlement Order, and waiving any right to appeal the Settlement Order. (Settlement Order at 4 (“By their signature below, all parties: (a) consent to the settlement agreement as amended herein, (b) consent to the entry of this Order, and (c) waive any right to appeal this order.”), 5 (signature page)). Moreover, the Settlement Order provides that the parties to the Settlement Agreement “shall comply with the terms thereof.” (*Id.* at 4).

Relevant for purposes of this order, in Paragraph 18 of the Settlement Agreement, Kosachuk “agree[d] not to take any action or make any further filings in the Bankruptcy Court . . . , which (a) may affect in any way the Liquidating Trustee’s disbursements from or management of the Galardi Creditor Trust or (b) against any claimant in this case or party to this agreement.” (Main Case, [Doc. 661 at 14](#)).

Paragraph 22 of the Settlement Agreement sets forth default procedures. It provides that a party asserting a default must give written notice of default and a 15-day opportunity to cure. Failing a cure of the default within that period, the asserting party may move the Court to enforce the terms of the Agreement. (*Id.*, [Doc. 661 at 14](#)). Paragraph 24 of the Settlement Agreement provides that, in the event “litigation is commenced to enforce the terms of this Settlement Agreement, the prevailing party or parties shall be entitled to recover their attorneys’ fees and litigation expenses incurred in connection with such litigation.” (*Id.*, [Doc. 661 at 16](#)).

3. Kosachuk’s Efforts to Unwind the Settlement and Revive the First Adversary Proceeding

On March 22, 2024—three months after entry of the Settlement Order—Kosachuk moved to set aside the Settlement Order on the grounds of a lack of consideration and fraud. (*Id.*, [Doc. 823](#)). The Liquidating Trustee responded with

opposition (*Id.*, [Doc. 824](#)). The Court promptly denied Kosachuk’s motion on March 28, 2024, finding it “totally without merit.” (*Id.*, [Doc. 825](#)).

Undeterred, three months later Kosachuk again moved to set aside the Settlement Order, alleging fraud. (*Id.*, [Doc. 890](#), amended at [Doc. 923](#)). And despite having stipulated and consenting to dismissal of the First Adversary Proceeding with prejudice, Kosachuk moved to set aside the consent order approving the stipulation of dismissal. (First Adversary Proceeding, [Doc. 13](#)). The Liquidating Trustee responded with opposition to both motions (*Id.*, [Doc. 957](#); First Adversary Proceeding, [Doc. 33](#)). The Liquidating Trustee also moved to hold Kosachuk in contempt, arguing Kosachuk violated Paragraph 18 of the Settlement Agreement by filing the motion to set aside the Settlement Order and other pleadings. (Main Case, [Doc. 958](#), amended at [Doc. 1013](#)). Other creditors moved similarly (*Id.*, [Doc. 1012](#)), following which Kosachuk withdrew both his motion to set aside the Settlement Order and his motion to set aside the consent order approving dismissal of the First Adversary Proceeding (*Id.*, [Doc. 1017](#); First Adversary Proceeding, [Doc. 34](#)). The contempt motions were thereafter withdrawn without prejudice. (*Id.*, Docs. 1042, 1045).

4. Kosachuk is Not a Creditor in this Chapter 11 Case

At multiple instances in this chapter 11 case, Kosachuk has attempted to intervene and assert a right to distributions, including as an assignee of several claims. The Court has denied each of these attempts and “has determined on multiple occasions that Kosachuk is not a creditor in this case and therefore has no standing.” (Main Case, [Doc. 981](#) at 3 (citing Docs. [810](#), [899](#), [901](#), and [921](#)); *see also* Adv. Proc. No. 23-5017, [Doc. 35](#) (order denying Kosachuk motion to intervene “[b]ecause Kosachuk has no interest in the adversary proceeding.”)).

B. This Adversary Proceeding

Kosachuk initiated this adversary proceeding on July 22, 2024. His *Adversary Complaint for Money Judgment* ([Doc. 1](#)) (the “Complaint”) named twelve Defendants, including the Liquidating Trustee and the Galardi Creditors Trust.⁴ (*Id.*). The two causes of action asserted in the Complaint initially were “Enforcement of the Confirmation Order and Settlement Agreement Payments” (Count I) and “Removal and Replacement of Thomas T. McClendon as Liquidating Trustee” (Count II). In Count I, Kosachuk seeks judgment in his favor for \$434,557.92 against all Defendants. (*Id.*). It is difficult to understand the allegations underlying Count I, but at least a significant portion of that amount is alleged to be distributions from the Galardi Creditors Trust that Kosachuk asserts should have been paid to him. (*Id.*).

The Court scheduled a pre-trial conference to occur on September 10, 2024. (*See* Docs. 3–14).⁵ At the pre-trial conference, Gabbe and her law firm appeared through counsel. The Liquidating Trustee (for himself and the Galardi Creditors Trust), Jones, Michael “Mutepe” Akemon, and Ainsworth Dudley appeared by special appearance, reserving objections to jurisdiction, as none had been served with the Complaint or Summons. Kosachuk announced his intention to amend his Complaint to dismiss as Defendants the Liquidating Trustee, Galardi Creditors Trust, and the parties who had not been served.

A few days later, on September 13, 2024, Kosachuk filed his *Amendment to Adversary Complaint for Money Judgment* ([Doc. 48](#)).⁶ As he indicated at the pre-

⁴ The twelve initial Defendants Kosachuk named are: (1) Michael “Mutepe” Akemon, Esq.; (2) The Richards Law Group, LLC; (3) Thomas T. McClendon, Esq. as Liquidating Trustee of the Galardi Creditors Trust; (4) The Galardi Creditors Trust; (5) Leon Jones, Esq.; (6) Jones & Walden, LLC; (7) Ainsworth Dudley, Esq.; (8) Dudley Law, LLC; (9) Astrid E. Gabbe, Esq.; (10) the Law Office of Astrid E. Gabbe, P.A.; (11) Jenisee Long; and (12) Alexis King.

⁵ Before the pre-trial conference, Kosachuk moved for entry of default judgment against Defendants Long and King. The Court denied those motions (Docs. 52, 53).

⁶ Kosachuk filed this amendment within his period under Rule 7015 to do so as a matter of right.

trial conference, through this amendment Kosachuk voluntarily dismissed the Liquidating Trustee, the Galardi Creditors Trust, Jones, Jones & Walden, Akemon, the Richards Law Group, Dudley, and Dudley Law. (*Id.*). This left as Defendants only Gabbe, her law firm, Jenisee Long, and Alexis King. Kosachuk's First Amendment likewise voluntarily dismissed Count II of the Complaint.⁷ (*Id.*).

Following dismissal of those parties and Count II, the Court entered an *Order to Show Cause Whether the Court has Subject Matter Jurisdiction to Determine this Proceeding* ([Doc. 60](#)). That order questions whether, in light of Kosachuk's *Amendment to Adversary Complaint for Money Judgment*, the Court has subject matter jurisdiction over the remaining Defendants.⁸ (*Id.*).

The Court held a telephonic hearing on December 5, 2024, at which Kosachuk, Gabbe, the Liquidating Trustee, Dudley, and Akemon appeared. The Liquidating Trustee and Dudley expressed that they were informed, that morning, of Kosachuk's intent to file a motion seeking leave to reinstate the Liquidating Trustee, the Galardi Creditors Trust, and Dudley as Defendants to this proceeding. Kosachuk advised the Court that his motion for leave to amend the Complaint was en route to the Court⁹ and that he likewise intended to file a motion to withdraw the reference.¹⁰

The day after the hearing, on December 6, 2024, Kosachuk's announced motion for leave to amend was filed (the "Motion for Leave"). ([Doc. 67](#)). In the Motion for Leave, Kosachuk requested permission to amend the Complaint to add back several parties as Defendants, including the Liquidating Trustee, the Galardi

⁷ At this juncture, only Gabbe, her law firm, Jenisee Long, and Alexis King were Defendants, and only Count I remained in the Complaint.

⁸ After two continuances, the hearing on the show cause order was held February 21, 2025. The matter remains under advisement.

⁹ The Court has denied Kosachuk's request for electronic filing privileges, citing concern about signatures he has made or is alleged to have made in this case. (Main Case, [Doc. 966 at 2](#)).

¹⁰ Kosachuk did move to withdraw the reference ([Doc. 86](#)). The District Court denied his motion and suggested that Kosachuk was engaged in forum shopping ([Doc. 128 at 5](#)).

Creditors Trust, Dudley, and Dudley Law, LLC. (See [Doc. 67](#)). Attached to the Motion for Leave was a proposed First Amended Complaint. The First Amended Complaint included factual allegations concerning the parties Kosachuk sought to re-add as Defendants, but it did not reassert the previously dismissed Count II. The Court scheduled a hearing the Motion for Leave for January 21, 2025 ([Doc. 68](#)).

The Liquidating Trustee and the Galardi Creditors Trust filed an opposition to the Motion for Leave, arguing that Kosachuk's attempt to amend the Complaint to add them back as Defendants was a knowing breach of the Settlement Agreement and the Settlement Order. ([Doc. 70 at 3–4](#)) They also maintained Kosachuk both lacked standing and raised claims that were barred by res judicata. (*Id.*).

On the same date, December 13, 2024, the Liquidating Trustee sent Kosachuk a notice of default letter pursuant to Paragraph 22 of the Settlement Agreement.¹¹ (See Ex. A to Contempt Motion, [Doc. 74 at 11–13](#)). The letter states Kosachuk violated Paragraph 18 of the Settlement Agreement by filing the Complaint and Motion for Leave and has fifteen days to remedy the defaults.¹²

Kosachuk took no action during the cure period, which expired on December 28, 2024. Movants then filed the Contempt Motion on January 13, 2025.¹³ The Court set the Motions to be heard on January 21, 2025.¹⁴ ([Doc. 77](#)).

The next day, on January 14, 2025, Kosachuk filed *Plaintiff and Counterclaim Defendant Christopher Kosachuk's Amended Motion for Leave to*

¹¹ The letter also asserts that Kosachuk violated the July 3, 2024, order approving the Liquidating Trustee's third and final distributions (Main Case, [Doc. 921](#)), but the Movants do not request a finding of contempt based on the violation of that order.

¹² Along with the default letter, the Liquidating Trustee served a copy of Movants' then-unfiled Motion for Sanctions ([Doc. 75](#)) to Kosachuk, along with a safe harbor letter under [Federal Rule of Bankruptcy Procedure 9011](#).

¹³ McClendon also filed the Rule 9011 Motion for Sanctions on December 13, 2024. The Court addresses it in a separate order.

¹⁴ The Court granted Movants' request to expedite the hearing on their motions, so they could be heard along with previously scheduled matters in this proceeding.

Amend Adversary Complaint (the “Amended Motion for Leave”) ([Doc. 80](#)).¹⁵ ([Doc. 80](#)). The Amended Motion for Leave eliminated Kosachuk’s request to reinstate the Liquidating Trustee and the Galardi Creditors Trust as Defendants. Instead, Kosachuk sought to add as Defendants (1) Michael James Bourff a/k/a Michael de Campo, (2) Red Shield, LLC, a Montana LLC, (3) Joseph Robert Guernsey d/b/a Red Shield Funding, (4) Dudley, and (5) Dudley Law (the latter two having already been dismissed as parties). (*Id.*). The Court ultimately denied the Amended Motion for Leave, in part based on a finding that Kosachuk filed the motion in bad faith. ([Doc. 120](#)).

A few days later, Movants filed a copy of their fee statement dated January 17, 2025 ([Doc. 82](#)), reflecting the attorneys’ fees they seek to recover in connection with Kosachuk’s conduct on which the Contempt Motion and the Motion for Sanctions are based.

Due to the forecast of inclement weather, the Court continued the January 21 hearings on the motions for contempt and sanctions; they were rescheduled for February 21, 2025 (Docs. 84, 90). The day before the February hearing, Kosachuk moved to continue the hearing. ([Doc. 97](#)). The Court denied Kosachuk’s request but allowed Kosachuk to appear telephonically at the February 21 hearing. ([Doc. 98](#)).¹⁶

At the February 21 hearing, the Liquidating Trustee requested that the Court hold Kosachuk in contempt for violating the Settlement Agreement and

¹⁵ The Court received the Amended Motion for Leave on January 14, 2025, and it was file stamped and entered on the Court’s docket that day. *See* Amended Motion for Leave at 1. Although Kosachuk contended at the hearing that he delivered his Amended Motion for Leave to Federal Express for filing on January 3, 2025 (the date on which the certificate of service reflects service), the Federal Express envelope within which the Amended Motion for Leave arrived at the Court for filing indicates that it was shipped on January 7, 2025, with an anticipated arrival date of January 9, 2025. *See id.* at 15.

Although the certificate of service does not reflect service on Movants, at the hearing Kosachuk insisted that he sent a copy of the Amended Motion for Leave to Movants.

¹⁶ As noted in the Court’s order denying the motion to continue the February 21 hearing, Kosachuk had previously confirmed his availability for the February 21 hearing date. ([Doc. 98 at 3](#)).

Settlement Order by filing the Complaint and the Motion for Leave in this proceeding. Movants seek an award of the attorneys' fees they have incurred in addressing Kosachuk's conduct. The Court accepted the Liquidating Trustee's proffered evidence that, on December 13, 2024, he sent the default letter to Kosachuk via Federal Express and email. A copy of that letter was admitted into evidence (Exh. 1), as was a copy of the fee statement dated January 17, 2025 from Jones & Walden showing \$5,701 in fees incurred in addressing Kosachuk's conduct. (Exh. 2). The Court also accepted the Liquidating Trustee's proffered testimony that an additional \$4,625 in fees he incurred for preparing for, traveling to, and participating in that hearing.

Kosachuk, who did not file any response to the Contempt Motion, argued that filing the Complaint and Motion for Leave should not be considered a violation of Paragraph 18(a) of the Settlement Agreement, but he did not dispute that his actions were violations of Paragraph 18(b). He further argued that any contempt has been corrected because he dismissed Movants as Defendants and then dismissed his attempt to add them back as Defendants. He also contended that he should not be held in contempt because the Liquidating Trustee has violated orders of this Court. Finally, Kosachuk asserted that the Contempt Motion is procedurally defective because Movants filed it in the adversary proceeding rather than in the Main Case, where the Settlement Order was entered.

The Court allowed the Movants and Kosachuk to file post-hearing briefs on Kosachuk's procedural argument, as well as a separate issue concerning the Movants' pending Rule 9011 motion for sanctions. (*See* Docs. 112, 114). In Movants' supplemental brief, they included a timesheet and supporting Declaration reflecting attorneys' fees incurred addressing the arguments Kosachuk made at the hearing ([Doc. 112 at 10-16](#)). These additional fees total \$3,517.50, bringing the total fee incurred by Movants to \$13,843.50.

II. Analysis.

A court may hold a party in civil contempt where that party violates knowingly a specific and definite court order. *In re Nilhan Devs., LLC*, [622 B.R. 795, 804](#) (Bankr. N.D. Ga. 2020). The contempt powers of a bankruptcy court arise from both [11 U.S.C. § 105](#) and from its inherent powers. *See Green Point Credit, LLC v. McLean (In re McLean)*, [794 F.3d 1313, 1319](#) (11th Cir. 2015).

For the court to hold a party in civil contempt, “the moving party must show by clear and convincing evidence the contemnors violated a specific and definite order of the court.” *In re Nilhan Devs., LLC*, at 804–05 (citations omitted); *see also PlayNation Play Sys. v. Vex Corp.*, [939 F.3d 1205, 1212](#) (11th Cir. 2019) (“In a civil contempt proceeding, the petitioning party bears the burden of establishing by ‘clear and convincing’ proof that the underlying order was violated.”) (citation omitted). After the movant establishes a prima facie case, the burden of production shifts to the alleged contemnor to show an inability to comply with the order beyond a mere assertion. *PlayNation Play Sys. v. Vex Corp.*, [939 F.3d at 1212](#).

Contempt sanctions may be either coercive or compensatory. *Gowdy v. Mitchell (In re Ocean Warrior, Inc.)*, [835 F.3d 1310, 1317](#) (11th Cir. 2016). A court has “wide discretion” to determine an appropriate remedy for contempt. *United States v. City of Miami*, [195 F.3d 1292, 1298](#) (11th Cir. 1999). Once a party has purged or corrected the contempt, however, compensatory sanctions remain appropriate but coercive do not. *In re McLean*, [794 F.3d at 1324-1325](#).

A. Kosachuk’s Pleadings Violated the Settlement Order.

The Court finds that the two filings by Kosachuk violated the Settlement Order, to which Kosachuk specifically agreed requires compliance with the Settlement Agreement. The Complaint and the Motion for Leave each constitute any “action or . . . further filing[] in the Bankruptcy Court . . . , which (a) may affect in any way the Liquidating Trustee’s disbursements from or management of the

Galardi Creditor Trust.” (Main Case, [Doc. 661 at 14](#), ¶ 18). This provision is unambiguous and not difficult to understand.¹⁷ Filing the Complaint and Motion for Leave each qualifies as an action and a filing, and seeking a money judgment against and replacement of McClendon as Liquidating Trustee affects McClendon’s management of the Galardi Creditors Trust. Likewise, Kosachuk’s Complaint and

¹⁷ Although Kosachuk appears *pro se*, he is an experienced litigant. Kosachuk routinely appears *pro se* in federal cases as an active litigant. As another court observed, “[Kosachuk] is a frequent filer who has repeatedly, and over the course of several years, attempted to insert himself in the bankruptcy proceedings Those attempts have been repeatedly denied. Ultimately, sanctions were entered against Mr. Kosachuk for his violation of numerous orders entered by Judge Cristol.” *Kosachuk v. Hazan*, No. 22-cv-23840, [2023 U.S. Dist. LEXIS 37034](#), at *2 (S.D. Fla. Mar. 3, 2023).

A PACER search reveals that Kosachuk appears in not less than forty-six federal cases, at least seventeen of which are bankruptcy cases or related adversary proceedings. *See, e.g., Kosachuk v. Selective Advisors Grp., LLC*, 2d Cir. Case No. 2019-cv-04169 (Dec. 13, 2019);* *Kosachuk v. Hazan*, 11th Cir. Case No. 22-13600 (Oct. 31, 2022);* *Kosachuk v. Hazan*, 11th Cir. Case No. 22-13665 (Oct. 31, 2022);* *Kosachuk v. Hazan*, 11th Cir. Case No. 22-13667 (Oct. 31, 2022);* *In re Alpha Latam Management, LLC*, Bankr. D. Del. Case No. 21-11109 (Aug. 1, 2021);* *In re NLG, LLC*, Bankr. D. Del. Case No. 21-11269 (Sept. 24, 2021);* *Kosachuk et al. v. 9197-5904 Quebec, Inc.*, Bankr. D. Del. AP Case No. 22-51264 (Nov. 8, 2021);* *NLG, LLC v. Selective Advisors Grp., LLC*, Bankr. D. Del. AP Case No. 22-50086 (Jan. 19, 2022);* *Kosachuk v. 9197-5904 Quebec, Inc.*, Bankr. D. Del. AP Case No. 22-50421 (Sept. 26, 2022);* *Kosachuk v. Guiliano*, D. Del. Case No. 2023-cv-00541 (May 18, 2023);* *Kosachuk v. Guiliano*, D. Del. Case No. 2023-cv-00540 (May 18, 2023);* *Kosachuk v. Guiliano*, D. Del. Case No. 23-cv-00542 (May 18, 2023);* *In re Casa Casuarina, LLC*, Bankr. S.D. Fla. Case No. 13-25645 (July 1, 2013);* *In re Hazan*, Bankr. S.D. Fla. Case No. 16-10389 (Jan. 11, 2016); *Selective Advisors Grp., LLC v. Hazan*, Bankr. S.D. Fla. AP Case No. 16-01439 (Aug. 21, 2016); *NLG, LLC v. Hazan*, Bankr. S.D. Fla. AP Case No. 18-01492 (Dec. 8, 2018); *SRS Technologies Professional, LLC v. Kosachuk*, S.D. Fla. Case No. 2015-cv-20601 (Feb. 13, 2015); *Kosachuk v. Hazan*, S.D. Fla. Case No. 2022-cv-22071 (July 8, 2022); *Kosachuk v. Hazan*, S.D. Fla. Case No. 2022-cv-21485 (May 13, 2022); *Kosachuk v. Hazan*, S.D. Fla. Case No. 2022-cv-22351 (July 27, 2022); *Kosachuk v. Hazan*, S.D. Fla. Case No. 2022-cv-22781 (Sept. 1, 2022); *Kosachuk v. Hazan*, S.D. Fla. Case No. 2022-cv-23840 (Nov. 22, 2022); *Kosachuk v. Hazan*, S.D. Fla. Case No. 2022-cv-24116 (Dec. 20, 2022); *NLG, LLC v. Hazan*, S.D. Fla. Case No. 2023-cv-21055 (Mar. 17, 2023); *In re Selective Advisors Grp., LLC*, Bankr. E.D.N.Y. Case No. 8-15-72153 (May 18, 2015); *Kosachuk v. Hover*, S.D.N.Y. Case No. 2006-cv-01319 (Feb. 21, 2006); *Kosachuk v. Selective Advisors Grp., LLC*, S.D.N.Y. Case No. 2019-cv-04844 (May 24, 2019); *McClendon v. Mays*, S.D. Fla. Case No. 2023-cv-22893 (Aug. 3, 2023); *Darden v. Fly Low, Inc.*, S.D. Fla. Case No. 2020-cv-20592 (Feb. 10, 2020); *Agapov v. NLG, LLC*, S.D. Fla. Case No. 2005-cv-22007 (July 22, 2005); *SRS Technologies Professional, LLC v. Kosachuk*, S.D. Fla. Case No. 2015-cv-20885 (Mar. 4, 2015); *SRS Technologies, LLC v. Kosachuk*, S.D. Fla. Case No. 2015-cv-20887 (Mar. 4, 2015). (Kosachuk appeared *pro se* in cases marked with an *).

Additionally, in this bankruptcy case, Kosachuk has touted his extensive legal experience and expertise. (Main Case, Docs. 804, am. 806 (*Affidavit in Response and Opposition to Declaration of Astrid E. Gabbe, Esq.*) and 807 (*Affidavit in Opposition to Motion for Order Cancelling Evidentiary Hearing*). Among other things, Kosachuk asserts in these affidavits that, during his previous employ with Gabbe, he instructed Gabbe on how to handle multiple matters and that he “personally” negotiated consent orders and settlement agreements. (*Id.*, [Doc. 807 at 3](#), ¶ 13; at 4-5, ¶¶ 18, 21, 23). Kosachuk even asserts that he signed Gabbe’s name to fee agreements and court pleadings. (*Id.*, [Doc. 806 at ¶¶ 5, 16](#)).

Motion for Leave each constitute an “action or . . . further filing[] in the Bankruptcy Court . . . (b) against any claimant in this case or party to this agreement.” (*Id.*). The Complaint and the Motion for Leave are each an action and a further filing in this Court against the Liquidating Trustee, who is a party to the Settlement Agreement.

Movants have met their initial burden of showing contempt by clear and convincing evidence, and Kosachuk has failed to demonstrate any viable defense. He has not shown (or even argued) any impossibility of his performance under the Settlement Agreement or the Settlement Order. Likewise, his unsupported assertion at the hearing that the Liquidating Trustee has violated an order does not rescue him.

As for Kosachuk’s argument that he has purged himself of any contempt by dismissing the Movants as Defendants and then by withdrawing his attempt to re-add them, Kosachuk overlooks the damages incurred by Movants in defending against the filings before his corrections. The Eleventh Circuit has made clear that correcting the contemptuous action does not remove the prospect of compensatory sanctions. *In re McLean*, 794 F.3d at 1325. As a result, sanctions that are compensatory in nature are appropriate “to compensate the contemnor's adversary for injuries resulting from the contemnor's noncompliance[.]” *In re McGann*, Nos. CO-24-007, 20-18118, 2024 Bankr. LEXIS 1181, at *4 (B.A.P. 10th Cir. Apr. 22, 2024); *see also Perfect Fit Indus., Inc. v. Acme Quilting Co., Inc.*, 646 F.2d 800, 810 (2d. Cir. 1981) (“If a fine is imposed for compensatory purposes, the amount of the fine must be based upon the complainant's actual losses sustained as a result of the contumacy.”) (citation omitted). Therefore, even though Kosachuk has amended or dismissed his offending pleadings as to the Movants, compensatory sanctions remain appropriate to compensate the Movants for costs and attorneys’ fees incurred in defending against the adversary proceeding.

Kosachuk's procedural argument—that the Court cannot grant the Motion because the Settlement Order was entered in the main case, but the offending pleadings were filed in this adversary proceeding—also fails. Kosachuk offers no case in support his argument, and the cases the Court has identified persuade the Court that Kosachuk's argument is off the mark. Even though a motion for contempt is generally filed in the same case in which the subject order was entered, the Court may entertain and rule on a motion for contempt filed in an adversary proceeding which seeks to enforce an order entered in the main bankruptcy case. *See Loder v. Icemakers, Inc.*, No. 2:18-CV-00812-LSC, [2019 U.S. Dist. LEXIS 233786](#), at *7-8 (N.D. Ala. Feb. 27, 2019), *aff'd sub nom. Loder v. Icemakers, Inc. (In re Loder)*, [796 F. App'x 698](#) (11th Cir. 2020) (district court, on appeal from bankruptcy court decision, held it proper that motion for contempt based on violation of order entered in main bankruptcy case, was filed in adversary proceeding); *Woody v. Cooper (In re Woody)*, Nos. 12-73474-SMS, 19-05204-SMS, [2020 Bankr. LEXIS 2433](#) (Bankr. N.D. Ga. Sep. 15, 2020) (court allowed pursuit in adversary proceeding of contempt action based on order entered in main bankruptcy case). Therefore, the Court finds that the Contempt Motion was appropriately filed, and may be resolved, in this adversary proceeding. The Court finds that Kosachuk has acted in bad faith and holds him in contempt.¹⁸

B. Sanctions.

As the Court has found Kosachuk in contempt, the question is the remedy. As authorized in the Settlement Agreement (as approved by the Settlement Order), as

¹⁸ Although not addressed in the Contempt Motion, Kosachuk's filing of the Complaint in this adversary proceeding also appears to violate another order—the aforementioned consent order approving the dismissal of the First Adversary Proceeding, which sought removal of McClendon as the Liquidating Trustee. The consent order dated December 21, 2023, approved the with prejudice (First Adversary Proceeding, Docs. 10, 11). As noted *supra*, Kosachuk once before moved to set aside that consent order but dismissed his attempt after receiving opposition from the Liquidating Trustee (*Id.*, [Doc. 13, 34](#))).

well as through the 11 U.S.C. § 105 and the Court's inherent authority, to impose reasonable sanctions for violations of its orders, the Court will award Movants the recovery of attorneys' fees associated with Kosachuk's contemptuous conduct.

III. Conclusion.

For the above stated reasons, the Court finds Kosachuk in contempt, warranting the imposition of sanctions. The Contempt Motion is GRANTED. The Court:

- (1) Admonishes Kosachuk for his blatant and repeated violations of this Court's Settlement Order, including violations in this adversary proceeding as well as in the Main Case; and
- (2) Awards compensatory sanctions Movants in the form of attorneys' fees. Movants are directed to file and serve, within **fourteen days** from the date of this Order, a verification or affidavit to support an explanation of the attorneys' fees incurred in this matter as related to the Contempt Motion but not related to the Motion for Sanctions.¹⁹ Kosachuk shall have **fourteen days** from the filing of Movants' submission to object to the appropriateness of the fees as related to the Contempt Motion as opposed to the Motion for Sanctions, as well as to the reasonability and amount of the fees.²⁰ If Kosachuk so responds, Movants will have **seven days** to reply.

[END OF DOCUMENT]

¹⁹ The timesheets submitted do not sufficiently break down the fees incurred addressing the Contempt Motion as opposed to the Motion for Sanctions, which the Court denies under separate order.

²⁰ As Movants noted at the February 21 hearing, Kosachuk has not objected to the reasonability or amount of the fees incurred by Movants for which evidence was introduced at the hearing. Therefore, to the extent that Kosachuk objects to the reasonableness or amount of those fees now, he should address why the Court should not hold him to his original failure to object.