Proposed National Chapter 13 Plan, Proof-of-Claim Issues and FRBP 3002.1

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Can The Applicable Commitment Period Be Reduced Through A Post Confirmation Plan Modification?

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I. Introduction:

If a Chapter 13 plan is proposed and never objected, § 1325(b) would not apply and the plan may be confirmed if all the requirements of §§ 1322 and 1325(a) are met. In that case the plan commitment period would be the one proposed and approved by the court. The terms of the plan would bind the debtor and each creditor [11 U.S.C. § 1327(a)] and could only be modified under the conditions established by §§ 1328(b) or 1329.

Pursuant to 11 U.S.C. § 1325(b)(1) if the Chapter 13 trustee or the holder of an allowed unsecured claim objects to the confirmation of the plan, it's confirmation would require that the debtor either provide for the payment in full all allowed unsecured claims or he must provide for the application of all his "projected disposable income" to be received within the "applicable commitment period" to make payments to unsecured allowed claims. Subsection (b)(4) provides that the plan "applicable commitment period" should be 36 months if the current monthly income of the debtor and the debtor's spouse combined, when multiplied by 12, is less than the median income of a family of the same size. If the current monthly income of the debtor and the debtor's spouse combined, when multiplied by 12, is more than the median income of a family of the same size, the "applicable commitment period" should be 60 months.

Bankruptcy Code amendments of 1984 added subsection 1325(b) codifying the case law "best efforts" test which required the debtor to use his "projected disposable income" to make payments for the period of "three years". Code amendments of 2005 substituted the minimum period of "three years" in § 1325(b)(1)(B) with a period equal to the "applicable commitment" defined in subsection (b)(4). Contrary to some interpretations, when § 1325(b) applies, the applicable commitment period is a "minimum" plan period if all allowed unsecured claims are not paid in full earlier. The plan "maximum" period is determined by § 1322(d)(2)(C) and § 1329(c).

> Section 1325(b)(1) is not a formula for determining how much a below median debtor must pay under a chapter 13 plan. Rather, the section serves to set the minimum term of a chapter 13 plan. If a chapter 13 plan does not propose to pay unsecured creditors in full, it must have a term of at least the applicable commitment period. For above median income debtors, that period is five years. 11 U.S.C. § 1325(b)(4)(A)(ii). For below median debtors, that period is three years. 11 U.S.C. § 1325(b)(4)(A)(i). While § 1325(b)(1) does set the minimum term for chapter 13 plans that do not propose to pay unsecured creditors in full, it does not set the maximum term of a chapter 13 plan. Instead, the maximum term for a chapter 13 plan is determined under § 1322(d). For an above median debtor, the maximum term is five years, which is also the applicable commitment period. 11 U.S.C. § 1322(d)(1). For a below median debtor, the maximum term is three years, unless the Court,

> for [**6] cause, approves a longer period with the term of the plan not to exceed five years. 11 U.S.C. § 1322(d)(2).
>
> ***In re Roudger***, 2010 BNH 5 (Bankr. D.N.H. 2010) [Emphasis added.]

Courts disagree on whether the "applicable commitment period" is even relevant when the "disposable income" determined according to subsection (b)(2) is zero or when it is more than zero but its estimated projection could be pay before the end of the commitment period. There is the "monetary" view which sustain that the applicable commitment period is a multiplier that determines a fixed amount that the debtor must pay, regardless of when it is paid. According to this view an above median debtor with a monthly disposable income of $100, computed pursuant to subsection (b)(2), could "buy" his discharge by paying $6,000 the day after the plan is confirmed. The majority view is the "temporal" view[1], which sustain that the "applicable commitment period" determines the time over which the debtor must make payments under a plan. Under this interpretation, the debtor must make payments for the number of months in the applicable commitment period, and the plan cannot end prior to that time.

> " The temporal view is also supported by the Supreme Court of the United States' decision in *Hamilton v. Lanning.* In *Lanning,* the Court rejected a "mechanical" approach to calculating the projected disposable income component of the 11 U.S.C. § 1325 calculation, instead adopting a "forward-looking" approach whereby the court may account for changes in the debtor's income or expenses that are "known or virtually certain" at the time of confirmation."
>
> ***In re Filion***, 452 B.R. 329, 333 (Bankr. D. Mass. 2011)

Notwithstanding the binding effect of the confirmation, if during the applicable commitment period the debtor's financial condition deteriorates to the point that affects his ability to comply with the stipulated payments under a confirmed plan, the Code provides limited exceptions to the finality of the confirmation order. Depending on the nature of debtor's financial situation he may be allow to modify the confirmed plan, limited by what section 1329 provides. *([P]arties requesting modifications of Chapter 13 plans must advance a legitimate reason for doing so, and they must strictly conform to the three limited circumstances set forth in § 1329.*) ***Barbosa v. Solomon***, 235 F.3d 31, 41 (1st Cir. 2000)

If a plan modification is not practicable, then the debtor may be entitled to a hardship discharge under section 1328(b).

To determine if the debtor can reduce the "applicable commitment" period after confirmation we must start on the language of sections 1329 and 1328(b). These sections are interdependent as they are the alternated remedies provided by the Code for the

[1] *Baud v. Carroll,* 634 F.3d 327, 338 (6th Cir.2011); *Whaley v. Tennyson (In re Tennyson),* 611 F.3d 873 (11th Cir.2010); *Coop v. Frederickson (In re Frederickson),* 545 F.3d 652 (8th Cir.2008); *Timothy v. Anderson (In re Timothy),* 442 B.R. 28 (10th Cir. BAP 2010); *In re Filion*, 452 B.R. 329, 332 (Bankr. D. Mass. 2011); *In re Fridley,* 380 B.R. at 538; *In re King,* No. 10–18139, 2010 WL 4363173 (Bankr.D.Colo. Oct.27, 2010); *Baxter v. Turner (In re Turner),* 425 B.R. 918, 920–21 (Bankr.S.D.Ga.2010); *In re Moose,* 419 B.R. 632, 635–36 (Bankr.E.D.Va.2009); *In re Meadows,* 410 B.R. 242, 245–47 (Bankr.N.D.Tex.2009); *In re Brown,* 396 B.R. 551, 554–55 (Bankr.D.Colo.2008); *In re Nance,* 371 B.R. 358 (Bankr.S.D.Ill.2007).

honest debtor to reach the goal of a fresh start when he cannot comply with his confirmed plan payments.

II. **Cannon of Statutory Interpretation**

Settled principles of statutory construction require that we must first determine whether the statutory text is plain and unambiguous. The starting point for all statutory interpretation is the language of the statute itself. We must assume that Congress used the words in a statute as they are commonly and ordinarily understood, and we read the statute to give full effect to each of its provisions. We do not look at one word or term in isolation, but instead we look to the entire statutory context. We will only look beyond the plain language of a statute at extrinsic materials to determine the congressional intent if: (1) the statute's language is ambiguous; (2) applying it according to its plain meaning would lead to an absurd result; or (3) there is clear evidence of contrary legislative intent. If the statutory text is plain and unambiguous, then the statute must be applied according to its terms. [***Lamie v. U.S. Trustee***, 540 U.S. 526, 534, 124 S. Ct. 1023, 1030, 157 L. Ed. 2d 1024 (2004); ***United States v. Gonzales****,* 520 U.S. 1, 4, 117 S.Ct. 1032, 137 L.Ed.2d 132 (1997); ***Carcieri v. Salazar***, 555 U.S. 379, 387, 129 S. Ct. 1058, 1063-64, 172 L. Ed. 2d 791 (2009).]

III. **Section 1328(b) allows the debtor to reduce the "applicable commitment period"**

Pursuant to Section 1328(b), if a debtor is unable to continue with the scheduled confirmed plan payments, a modification of the plan is not practicable, allowed unsecured creditors have received distribution equal or greater than what they would had received in a Chapter 7 liquidation case, and the reasons why he cannot complete the plan payments is due to circumstances for which the debtor should not justly be held accountable, the debtor would be entitled to a hardship discharge. Accordingly the plain language of section 1328(b) would allow a debtor to modify the applicable commitment period to end on the date of the request for hardship discharge under section 1328(b).

Through Section 1328(b) the Bankruptcy Code provides a limited discharge to a debtor who's financial condition, does not allow the proposal of a practicable modified plan under § 1329. A debtor attempt to obtain a full discharge through a § 1329 modification of the confirmed plan proposing to make no prospectively modified payments and to declare the "plan complete" is not proposed in good faith.

> A modification to reduce payments to creditors can be an effort by the debtor to declare the plan completed. One reported decision allowed a debtor to modify a 70 percent plan to become a 25 percent plan when, after five years of effort, payments had been sufficient to retire only 25 percent of the unsecured claims. [See, *In re Eves,* 67 B.R. 964 (Bankr. N.D. Ohio 1986)] Several other reported decisions refuse motions to modify near the end of the original repayment period, when the effect is to declare the plan completed by reducing payments to whatever the debtor has been able to pay. [*See, e.g., In re Debing,* 202 B.R. 291 (Bankr. D. Minn. 1996); *In re Richardson,* 192 B.R. 224, 226 (Bankr. S.D. Cal. 1996); *In re Guernsey,* 189 B.R. 477 (Bankr. D. Minn. 1995)] In *In re Vasquez,* [261

B.R. 654 (Bankr. N.D. Tex. 2001)] the court found a lack of good faith when the debtors sought to modify the plan in the 46th month to reduce payments to unsecured creditors and declare the plan completed based on an injury that reduced the debtors' earning capacity. The court found that the modification probably fit within § 1329(a)(1), but "[b]y seeking a modification rather than a hardship discharge, the Debtors are . . . manipulating the provisions of the Code and thus the court must question the Debtors' motivation and sincerity in proposing the modification." [Id. 261 B.R. at 659]

Keith M. Lundin & William H. Brown, **CHAPTER 13 BANKRUPTCY, 4TH EDITION**, § 265.1, at ¶ 10, Sec. Rev. June 9, 2004, www.Ch13online.com. [Emphasis added.]

IV. **What can be modify under Section 1329?**

Section 1329 provides:

(a) At any time after confirmation of the plan but **before the completion of payments** under such plan, the plan may be modified, upon request of the debtor, the trustee, or the holder of an allowed unsecured claim, to--

(1) increase or reduce the amount of payments on claims of a particular class provided for by the plan;
(2) extend or reduce the time for such payments;
(3) alter the amount of the distribution to a creditor whose claim is provided for by the plan to the extent necessary to take account of any payment of such claim other than under the plan; or
(4) reduce amounts to be paid under the plan by the actual amount expended by the debtor to purchase health insurance for the debtor (and for any dependent of the debtor if such dependent does not otherwise have health insurance coverage) if the debtor documents the cost of such insurance and demonstrates that--
(A) such expenses are reasonable and necessary;
(B)(i) if the debtor previously paid for health insurance, the amount is not materially larger than the cost the debtor previously paid or the cost necessary to maintain the lapsed policy; or
(ii) if the debtor did not have health insurance, the amount is not materially larger than the reasonable cost that would be incurred by a debtor who purchases health insurance, who has similar income, expenses, age, and health status, and who lives in the same geographical location with the same number of dependents who do not otherwise have health insurance coverage; and
(C) the amount is not otherwise allowed for purposes of determining disposable income under section 1325(b) of this title; and upon request of any party in interest, files proof that a health insurance policy was purchased.

(b)(1) Sections 1322(a), 1322(b), and 1323(c) of this title and the requirements of section 1325(a) of this title apply to any modification under subsection (a) of this section.
(2) The plan as modified becomes the plan unless, after notice and a hearing, such modification is disapproved.
(c) A plan modified under this section may not provide for payments over a period that expires after the **applicable commitment period** under section 1325(b)(1)(B) after the time that the first payment under the original confirmed plan was due, unless the court, for cause, approves a longer period, but the court may not approve a period that expires after five years after such time.

11 U.S.C.A. § 1329 (West) [Emphasis added.]

The term "applicable commitment period" is mentioned only once in subsection "(c)" of section 1329 to limit debtor's ability to propose a plan with a term beyond the applicable commitment period provided in section 1325(b)(1)(B), unless cause exist, but never beyond five years. Since the "applicable commitment period" for above income debtors is 60 months, this subsection would be inapplicable to above median debtors. Under median debtors would be able to propose payments beyond their 36 months "applicable commitment period" if cause is shown.

According to this section a debtor, before the completion of his confirmed plan payments, can request and the court may approve a modification of the plan. Courts have place substantial weight on the interpretation of § 1329(b)(1). This section provides that sections 1322(a), 1322(b), and 1323(c) of the Code and the requirements of section 1325(a) would apply to any modification under its subsection (a).

V. **Applicability of the subsection (b) of Section 1325 in the context of a request of modification under Section 1329**.

The applicability of the subsection (b) of section 1325 in the context of a modification under section 1329 has been the subject of conflicting case law. The vast majority of courts deciding the issue have held that post-confirmation modifications are not governed by 11 U.S.C. § 1325(b), particularly because by specifying only four provisions [1322(a), 1322(b), 1323(c) and 1325(a)] § 1329(b) implicitly excludes other provisions, under the maxim *expressio unius est exclusio alterius.* [*In re Davis*, 439 B.R. 863, 867 (Bankr. N.D. Ill. 2010)] Hence no "best effort" test is necessary, projected disposable income within an "applicable commitment period" is not an issue, is not applicable. The approval of a modified plan would be like the confirmation of an original plan without any objections, only §§ 1322(a)-(b), 1323(c) and 1325(a) would apply. This interpretation of § 1329 would also render meaningless the minimum applicable commitment period required by § 1325(b) upon an objection, depriving creditors of the opportunity to receive the maximum possible repayment under a plan. Only the good faith requirement of § 1325(a)(3) would deter every debtor to reduce the "applicable commitment period" the day after obtaining the confirmation of his first plan. *In re Grutsch*, 453 B.R. 420 (Bankr. D. Kan. 2011)

> S*ee, e.g., In re Hall,* 442 B.R. 754, 761 (Bankr.D.Idaho 2010) (holding because § 1329 does not include any reference to § 1325(b), even though § 1329 includes specific reference to several other Code sections, the requirements of § 1325(b) should not be applicable to § 1329 modifications, and further noting that "§ 1329 was not amended to include the provisions of § 1325(b) when the 'disposable income' test was significantly amended by Congress in 1984. *See* Bankruptcy Amendments and Federal Judgeship Act of 1984, Pub. L. No. 98–353, 98 Stat. 333. When the Bankruptcy Code was significantly amended in 2005, and though there was a considerable existing division in the case law on this issue, § 1329, while amended in other ways, was not changed by Congress to include any reference to § 1325(b));" *In re Davis,* supra. (Bankr.N.D.Ill.2010); *In re Walker,* 2010 WL 4259274, *9–10 (Bankr.C.D.Ill.2010); *In re White,* 411 B.R. 268, 272–73 (Bankr.W.D.N.C.2008); *In re McCully,* 398 B.R. 590, 593 (Bankr.N.D.Ohio 2008); *In re Hill,* 386 B.R. 670 (Bankr.S.D.Ohio, 2008); *In re Wetzel,* 381 B.R. 247, 251–52 (Bankr.E.D.Wis.2008) (holding that "[b]ecause the current definition of projected disposable income results in a calculation that is, in large part, fixed by pre-petition

> circumstances, reviewing that calculation at the time of a post-confirmation modification may not be particularly meaningful. Because of its statutory definition, 'current monthly income' once correctly calculated should not change over time. Thus, attempting to apply § 1325(b) to a § 1329 modification is not favored by post-BAPCPA cases"); *In re Ewers,* 366 B.R. 139, 141 and 142 (Bankr.D.Nev.2007) (noting that if the trustee's position were correct, then § 1329(a)(2) would be rendered meaningless for above median income debtors, as they would be prohibited from doing either of the options noted—reducing or extending their plan length); *In re Ireland,* 366 B.R. 27, 34 (Bankr.W.D.Ark.2007); *In re McCollum,* 363 B.R. 789, 798 (E.D.La.2007); *In re Howell,* 2007 WL 4124476 (Bankr.W.D.La.2007); *In re Sunahara,* 326 B.R. 768 (9th Cir.BAP2005); and *In re Golek,* 308 B.R. 332, 336–37 (Bankr.N.D.Ill.2004).

The minority decisions holds that the list of applicable provisions in § 1325(b)(1) is not exclusive. The first argument is that because § 1329(b)(1) expressly makes applicable to plan modification "the requirements of section 1325(a)," and because § 1325(a) itself states that it applies "[e]xcept as provided in subsection(b)," § 1325(b) must be one of the "requirements" of § 1325(a). *In re King*, 439 B.R. 129, 134 (Bankr.S.D.Ill.2010). *See*; also *In re Heyward,* 386 B.R. 919, 924–26 (Bankr.S.D.Ga.2008); *In re Slusher,* 359 B.R. 290, 301 (Bankr.D.Nev.2007); *In re Baxter,* 374 B.R. 292, 296 (Bankr.M.D.Ala.2007). In re Buck, 443 B.R. 463 (Bankr. N.D. Ga. 2010); *In re Stretcher*, BR 07-51221, 2011 WL 6210525 (Bankr. W.D. Tex. Dec. 14, 2011); *In re Heideker*, 455 B.R. 263 (Bankr. M.D. Fla. 2011) (held that requirement that debtors must either pay their unsecured creditors in full or propose plans that extend for entire term of their applicable commitment periods, was equally applicable to modified plans, and prevented debtors from modifying plan post confirmation to reduce payment term without providing a 100% distribution on unsecured claims]. If under applicable § 1325(a)(1) an objection by the trustee or an unsecured creditor triggers the application of subsection (b), then under § 1329(b)(1), section 1325(b) would apply upon an objection to a proposed plan modification.

> "The heart of [BAPCPA's] consumer bankruptcy reforms ... is intended to ensure that debtors repay creditors the maximum they can afford." As the Tennyson[2] court explained, that intent "would be contravened by permitting confirmation of a bankruptcy plan for less than five years when unsecured claims have not been paid in full." For that reason, the Tennyson court held that an above-median income debtor "must submit to Chapter 13 bankruptcy for a minimum of five years." As the court in In re King [439 B.R. 129] recognized, "[t]here would be little point in requiring an above-median income debtor to propose a five-year plan for purposes of confirmation if that same debtor could simply turn around and modify their plan to provide for a lesser term." After all, the same Congressional intent articulated in Tennyson would likewise be contravened by permitting debtors to modify a plan to reduce the term to less than the applicable commitment period when unsecured claims have not been paid in full."
>
> ***In re Heideker***, 455 B.R. 263, 271 (Bankr. M.D. Fla. 2011)

VI. **Another Approach**

For the sake of argument, assume, like the majority does, that subsection (b) of section 1325 does not apply to modifications under section 1329. It is undisputed that the plain language of section 1329(a)(1) allows the debtor, the trustee or an unsecured

[2] *Whaley v. Tennyson (In re Tennyson),* 611 F.3d 873 (11th Cir.2010)

allowed claim holder to "**reduce the amount of payments** on claims of a particular class provided for by the plan". This would have the effect to reduce the minimum amount payment to unsecured creditors pursuant to the "disposable income" resulted from the means test.

Subsection (a)(2) allows the debtor, the trustee or an unsecured allowed claim holder to "**extend or reduce the time for such payments".** Which payments can be extended or reduced? The plain language of this subsection identifies those payments, as the ones that could be increased or reduced under subsection (a)(1). The subsection reference to "such payments" immediately after subsection (a)(1) can only be referring to the payments that could be modified under subsection (a)(1). According to the text, subsection (a)(2) is dependent of subsection (a)(1), i.e. if payments are modified under the first subsection then the time of such modified payments could be extended or reduced.

If the first plan, was confirmed after an objection, which triggered the application of § 1325(b), then the order of confirmation presumes a determination that the plan complied with the "applicable commitment period", order that is final. Remember that modification of the finality of the confirmation order is restricted and limited to what is allow under §§ 1328(b) and 1329. Accordingly without any mention to the "applicable commitment period" in § 1329(a)(2), as it is mentioned in subsection (c), it cannot be reasonable interpreted that it allow the "applicable commitment period" to be reduced. [*expressio unius est exclusio alterius*] Since §1325(b) is not applicable, then the previous determination by the Court of an "applicable commitment period" which resulted in a final confirmation order could not be modify under § 1329. If Congress intention was to allow the modification of the "applicable commitment period" it could have clearly said in § 1329(a)(2), to "reduce the applicable commitment period. A more reasonable and holistic interpretation of subsection (a)(2) is that it allows the debtor to extend or reduce the time of those payments modified under subsection (a)(1) within the applicable commitment period, unless extended for cause pursuant to § 1329(c). This restrictive interpretation is consistent with the principles of judgment finality. Congress deliberate exclusion of § 1325(b) as one of the applicable section under § 1329 is unambiguous, modification of payments should be limited to expressed applicable sections, i.e. §§ 1322(a)-(b), 1323(c) and 1325(a).

Individual's Primary Residence: Notice Relating to Claims Secured by Security Interest in Debtor's Principal Residence, Recent Developments in Puerto Rico's Homestead Exemption and "Chapter 20" Lien Stripping

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NOTICE RELATING TO CLAIMS SECURITED BY A SECURITY INTEREST IN A DEBTOR'S PRINCIPAL RESIDENCE

I. Introduction to Rule 3002.1

Rule 3002.1 of the Federal Rules of Bankruptcy Procedure (hereinafter referred to as the "FRBP") became effective on December 1, 2011. Rule 3002.1 creates substantial procedural requirements and imposes them upon creditors in cases filed under Chapter 13 of the Bankruptcy Code (hereinafter referred to as the "Code") whose claims are secured by a security interest in the debtor's principal residence and debtor's plan provides for such claim under Section 1322(b)(5) of the Code. The purpose of the rule is to prevent unexpected deficiencies in a mortgage once the payments under the plan are satisfied and the Chapter 13 case is completed and closed.

Rule 3002.1 was adopted in order to facilitate the implementation of Section 1322(b)(5) of the Code in cases where the debtor proposes to cure any mortgage default or arrearage through the plan and maintain payments to the creditor according to the mortgage agreement during the pendency of the case. As summarized by the Court in *Sheppard*,

> "Bankruptcy Rule 3002.1 was adopted to resolve significant and often hidden problems encountered by Chapter 13 debtors who utilized § 1322(b)(5) of the Bankruptcy Code to cure mortgage defaults in their confirmed plans. While debtors could cure an arrearage on their principal residence under § 1322(b)(5), they often incurred significant fees and other costs as a result of postpetition defaults or from interest or escrow fluctuations under the terms of the original loan documents. Fearful that any attempt to address these fees and charges could be construed as a violation of the automatic stay, many creditors would not inform debtors that these charges had been incurred until after the Chapter 13 case was closed. As the fees and charges were postpetition obligations not included in the plan and thus not discharged at the conclusion of the case, these debtors would emerge from bankruptcy only to face a substantial and previously undisclosed arrearage. This outcome was inconsistent with the goal of providing debtors with a fresh start." *In re Sheppard*, 2012 Bankr. LEXIS 1696 (Bankr. E.D. Va. 2012).

A. The 2011 Amendments to the FRBP

On April 26, 2011, the United States Supreme Court in accordance with the provisions of Section 2075 of Title 28 of the United States Code transmitted to Congress amendments to Rules 2003, 2019, 3001, 4004, and 6003 of the FRBP and added new Rules 1004.2 and 3002.1. The order of the Supreme Court stated that the amended Rules should apply in all proceedings commenced after the effective date of the amendments and in all proceedings then pending "insofar as just and practicable." [1] As stated above, the amendments became effective on December 1, 2011.

II. Circumstances when a Notice Under Rule 3002.1 is Required

A. The Applicability of Rule 3002.1

A creditor, before filing any notice required by Rule 3002.1, must first determine whether said rule applies to its claim. Rule 3002.1 does not automatically apply to creditors who are secured by a lien on real property; for the rule to apply, two conditions must be met. Particularly, Rule 3002.1(a) states that it "applies in a chapter 13 case to claims that are (1) secured by a security interest in the debtor's principal residence, and (2) provided for under § 1322(b)(5) of the Code [11 USCS § 1322(b)(5)] in the debtor's plan." *See* Rule 3002.1(a) of the FRBP.

Therefore, Rule 3002.1's applicability is limited to cases filed under Chapter 13 of the Code; specifically, to claims in Chapter 13 cases meeting two requirements, that the plan provide for them under Section 1322(b)(5) and that they are secured by debtor's principal residence. [2] Once the claim meets the requirements set forth in Rule 3002(1)(a), a creditor is required to

[1] *See* http://www.supremecourt.gov/orders/courtorders/frbk11.pdf

[2] "The term 'debtor's principal residence'-- (A) means a residential structure if used as the principal residence by the debtor, including incidental property, without regard to whether that structure is attached to real property; and (B) includes an individual condominium or cooperative unit, a mobile or manufactured home, or trailer if used as the principal residence by the debtor." *See* 11 U.S.C.A. §101(13A).

comply with the rule provisions. Courts do not have discretion to excuse compliance with the provisions of Rule 3002.1 when the requirements for its application are met. In *Adkins*, the Court stated the following regarding whether compliance with Rule 3002.1 may be excused,

> "…this Court does not believe that it can excuse compliance with Rule 3002.1. Federal Rule of Bankruptcy Procedure 1001 provides, 'The Bankruptcy Rules and Forms govern procedure in cases under title 11 of the United States Code…These rules shall be construed to secure the just, speedy, and inexpensive determination of every case and proceeding…Application of the Federal Rules of Bankruptcy Procedure is mandatory in 'every case and proceeding.' This Court has found no provision for excusing compliance with a Bankruptcy Rule." *In re Adkins*, 477 B.R. 71, 73 (Bankr. N.D. Ohio 2012).

As a general rule, a debtor may not modify the rights of the holder of a claim secured by a security interest in debtor's principal residence. *See* 11 U.S.C. §1322(b)(2). Nevertheless, a debtor may maintain payments under the mortgage agreement during the pendency of the case by proposing to cure the default through the plan. For a debtor to cure any default under a debt secured by a mortgage encumbering debtor's principal residence, the last payment on the debt must be due after the date on which the last payment under the plan is due. *See* 11 U.S.C. §1322(b)(5). [3]

Once a creditor concludes that its claim is secured by a security interest in the debtor's principal residence, the next step is to determine whether the claim is provided for or not under Section 1322(b)(5) in the debtor's plan. In regards to the applicability of Rule 3002.1 when the creditor's claim is current at the time of the filing of the petition or when payments on the claim

[3] "… (b) Subject to subsections (a) and (c) of this section, the plan may… (2) modify the rights of holders of secured claims, other than a claim secured only by a security interest in real property that is the debtor's principal residence, or of holders of unsecured claims, or leave unaffected the rights of holders of any class of claims;…(5) notwithstanding paragraph (2) of this subsection, provide for the curing of any default within a reasonable time and maintenance of payments while the case is pending on any unsecured claim or secured claim on which the last payment is due after the date on which the final payment under the plan is due…" *See* 11 U.S.C.A. §1322(b)(2) and (b)(5).

are made directly to creditor and not through the Chapter 13 trustee, authorities are divided. [4] "'Payments made outside of the plan' is the colloquial term used for describing payments made directly by a debtor. 'Payments made under a plan' is the colloquial term used to describe payments made through the chapter 13 trustee." *In re Roife*, 2013 Bankr. LEXIS 5005 (Bankr. S.D. Tex. 2013).

B. Notice of Payment Changes

Within twenty-one (21) days before a new payment amount in the mortgage payment is due, the secured creditor holding the claim must file and serve on the debtor, debtor's counsel and the trustee a notice of the change in the payment amount. [5] A modification in the payment amount may be caused by changes in the interest rate or by an escrow account adjustment. When notifying the changes in the mortgage payments, the creditor is required to use Supplement 1 to Official Proof of Claim Form 10, and file it as a supplement to the filed proof of claim. [6] The

[4] For a discussion of this issue see: *In re Tollios*, 491 B.R. 886, 891 (Bankr. N.D. Ill. 2013) (stating that "[t]he language of Rule 3002.1 itself makes clear that the rule was intended to apply to mortgage claims treated in a plan by continuing monthly mortgage payments when there are no pre-petition arrears."); *In re Cloud*, 2013 Bankr. LEXIS 393 (Bankr. S.D. Ga.2013) (holding that Rule 3002.1 applies to a creditors claim even if the claim does not include an arrearage and the chapter 13 plan provides for the claim under section 1322(b)(5) with the debtor's direct payments to creditor at the contract rate). However, "[s]ome courts conclude that § 1322(b)(5) applies only when the claim includes an arrearage, not when the claim was current at the time of filing; or applies only when payments on the claim are made through the chapter 13 trustee." *Id. In re Weigel*, 485 B.R. 327, 328 (Bankr. E.D. Va. 2012) (holding that § 1322(b)(5) did not apply when there was no prepetition arrearage); *In re Wallett*, 2012 Bankr. LEXIS 4274 (Bankr. D. Vt. 2012) (stating that "the new rule articulates clearly that the requirements it sets out apply to mortgages that are in arrears on the date the bankruptcy case was filed"); *In re Merino*, 2012 Bankr. LEXIS 3331 (Bankr. M.D. Fla. 2012) ("Rule 3002.1 does not specifically state that it applies only to payments being made 'inside the plan' (i.e., through the Chapter 13 trustee's office); likewise, Rule 3002.1 does not clearly state that the rule does not apply to claims being paid 'outside the plan' (i.e., paid directly by the debtor). But the legislative history of Rule 3002.1 reveals that the rule was adopted to 'aid in the implementation of § 1322(b)(5), which permits a chapter 13 debtor to cure a default and maintain payments of a home mortgage over the course of the debtor's plan.' An inference may be drawn that Rule 3002.1 does not apply to claims being paid outside the plan.").

[5] "Notice of payment changes. The holder of the claim shall file and serve on the debtor, debtor's counsel, and the trustee a notice of any change in the payment amount, including any change that results from an interest rate or escrow account adjustment, no later than 21 days before a payment in the new amount is due." *See* Rule 3002.1(b) of the FRBP.

[6] "Form and content. A notice filed and served under subdivision (b) or (c) of this rule shall be prepared as prescribed by the appropriate Official Form, and filed as a supplement to the holder's proof of claim. The notice is not subject to Rule 3001(f)." *See* Rule 3002.1(d) of the FRBP.

supplement notifying the changes in the payment amount is not subject to the evidentiary weight the original proof of claim is granted pursuant to Rule 3001(f) of the FRBP. *See* Rule 3002.1(d) of the FRBP. Documentation supporting the change in the mortgage payment must be attached to the filed supplement.

C. Notice of Fees, Expenses and Charges

An itemized notice of fees, expenses or charges incurred in connection with the claim after the petition was filed and recoverable against the debtor or debtor's principal residence must be served within one hundred eighty (180) days after the date on which the fees, expenses or charges incurred upon the debtor, debtor's counsel and the Chapter 13 trustee. [7] "These fees and charges may include late charges, non-sufficient funds fees, attorney's fees, filing fees and court costs, bankruptcy/proof of claims fees, appraisal/broker's price opinion fees, property inspection fees, tax advances (non-escrow), insurance advances (non-escrow), and property preservation fees." *See* 9-3002.1, *Collier on Bankruptcy* ¶ 3002.1.03 (16th Ed.). In order to request payment of such fees, the creditor must be entitled to them under the terms of the mortgage agreement and applicable non bankruptcy law.

When notifying the fees, expenses or charges, the creditor is required to use Supplement 2 to Official Proof of Claim Form 10, and filed it as a supplement to the filed proof of claim. The supplement notifying the fees, expenses or charges, is not subject to the evidentiary weight the original proof of claim is granted pursuant to Rule 3001(f) of the FRBP. *See* Rule 3002.1(d) of the FRBP.

[7] "Notice of fees, expenses, and charges. The holder of the claim shall file and serve on the debtor, debtor's counsel, and the trustee a notice itemizing all fees, expenses, or charges (1) that were incurred in connection with the claim after the bankruptcy case was filed, and (2) that the holder asserts are recoverable against the debtor or against the debtor's principal residence. The notice shall be served within 180 days after the date on which the fees, expenses, or charges are incurred." *See* Rule 3002.1(c).

The individual who completes the supplement form under subdivision (b) and (c) of Rule 3002.1 must sign it and date it, declaring under penalty of perjury that the information provided is true and correct to the best of that individual's knowledge, information, and reasonable belief. The signature certifies that the standards of Rule 9011(b) of the FRBP are satisfied. *See* Supplement 1 and 2 to Official Form 10 and the 2011 Cumulative Committee Note.

Subdivision (e) of Rule 3002.1 allows the debtor or the Chapter 13 trustee to seek a determination by the Court as to whether payment of the fees, expenses or charges stated in the notice filed by creditor under subdivision (c) of Rule 3002.1 are required under the agreement or under applicable non bankruptcy law to cure a default or maintain payments in accordance with Section 1322(b)(5) of the Code.[8] In order to question the amount of the fees, expenses or charges, the debtor or the Chapter 13 trustee must file a motion within one (1) year after service of the notice of creditor under subdivision (c) of Rule 3002.1. *See* Rule 3002.1(e) of the FRBP and the Advisory Committee Notes.

D. Notice of Final Cure Payment

Once the debtor completes all payments under the plan, the Chapter 13 trustee, within thirty (30) days, must file a notice stating that the debtor has paid in full the amount required to cure any default on the claim. The Chapter 13 trustee must serve the notice of final cure payment on the creditor holder of the claim, the debtor and debtor's counsel. Note that if the Chapter 13 trustee does not timely file and serve the notice of final cure payment, the debtor may do it

[8] "Determination of fees, expenses, or charges. On motion of the debtor or trustee filed within one year after service of a notice under subdivision (c) of this rule, the court shall, after notice and hearing, determine whether payment of any claimed fee, expense, or charge is required by the underlying agreement and applicable nonbankruptcy law to cure a default or maintain payments in accordance with § 1322(b)(5) of the Code [11 USCS § 1322(b)(5)]." *See* Rule 3002.1(e).

instead.[9] The notice must inform the creditor of its obligation to file a response under subdivision (g) of Rule 3002.1.

The response to the notice of final cure payment required from the holder of the claim must be filed within twenty-one (21) days after service of notice of the final cure payment. The creditor must file a statement indicating whether the debtor has paid in full the amount required to cure the default on the claim and whether the debtor is current on all payments in accordance with Section 1322(b)(5) of the Code. In the event that the holder of the claim contends that the arrearage has not been cured or that the debtor is not current on payments required by Section 1322(b)(5), the creditor must itemize all amounts due without including regular future installment payments. [10]

When a creditor files a response which disagrees with a notice of final cure payment under Rule 3002.1(g) of the FRBP, the use of Supplement 2 to Official Proof Of Claim Form 10 or a substantially identical form crafted by the claim holder is necessary to comply with subdivision (g) of Rule 3002.1. *See In re Nieves*, 499 B.R. 222 (Bankr. D.P.R. 2013); *In re Carr*, 468 B.R. 806, 808 (Bankr. E.D. Va. 2012) ("the creditor must respond to that notice [of final cure payment] by acknowledging that it is correct, or if it is not, stating with particularity the amounts that remain unpaid").

[9] "Notice of final cure payment. Within 30 days after the debtor completes all payments under the plan, the trustee shall file and serve on the holder of the claim, the debtor, and debtor's counsel a notice stating that the debtor has paid in full the amount required to cure any default on the claim. The notice shall also inform the holder of its obligation to file and serve a response under subdivision (g). If the debtor contends that final cure payment has been made and all plan payments have been completed, and the trustee does not timely file and serve the notice required by this subdivision, the debtor may file and serve the notice." *See* Rule 3002.1(f).

[10] "Response to notice of final cure payment. Within 21 days after service of the notice under subdivision (f) of this rule, the holder shall file and serve on the debtor, debtor's counsel, and the trustee a statement indicating (1) whether it agrees that the debtor has paid in full the amount required to cure the default on the claim, and (2) whether the debtor is otherwise current on all payments consistent with § 1322(b)(5) of the Code [11 USCS § 1322(b)(5)]. The statement shall itemize the required cure or postpetition amounts, if any, that the holder contends remain unpaid as of the date of the statement. The statement shall be filed as a supplement to the holder's proof of claim and is not subject to Rule 3001(f)." *See* Rule 3002.1(g).

However, the debtor or the Chapter 13 trustee may file a motion objecting creditor's statement under subdivision (g). The Court will determine whether the debtor has cured the arrearage and made all required postpetition payments. [11]

III. Creditor's Failure to Notify

Particular attention must be paid to subdivision (i) of Rule 3002.1 Said subdivision specifies sanctions that may be imposed upon a creditor for failure to provide information as required by subdivision (b), (c) or (g) of Rule 3002.1. If the creditor fails to provide said information the Court may either "(1) preclude the holder from presenting the omitted information, in any form, as evidence in any contested matter or adversary proceeding in the case, unless the court determines that the failure was substantially justified or is harmless; or (2) award other appropriate relief, including reasonable expenses and attorney's fees caused by the failure." *See* Rule 3002.1(i).

Considering the foregoing, recently adopted Rule 3002.1 imposes substantial requirements upon creditors holding a security interest in a Chapter 13 debtor's principal residence and the debtor's plan provides for such claim under Section 1322(b)(5) of the Code. Failure to comply with the provisions set forth by the rule may conclude in sanctions upon creditors.

[11] "Determination of final cure and payment. On motion of the debtor or trustee filed within 21 days after service of the statement under subdivision (g) of this rule, the court shall, after notice and hearing, determine whether the debtor has cured the default and paid all required postpetition amounts." *See* Rule 3002.1(h).

RECENT DEVELOPMENTS IN PUERTO RICO'S HOMESTEAD EXEMPTION

I. Puerto Rico's Homestead Exemption

Puerto Rico's Home Protection Act No. 195, enacted on September 13, 2011 (the "PR Home Protection Act"), created a homestead exemption for an individual's primary residence that allowed such individual to exempt his/her residence from creditors and their collection efforts.

Through a series of decisions, the United States Bankruptcy Court for the District of Puerto Rico tackled the requirements to properly claim a homestead exemption, its applicability in bankruptcy, and the extent of such extension.

A. In re Pérez Hernández – First Opinion and Order

In *In re Pérez Hernández*, 473 B.R. 496 (Bankr. D.P.R. 2012), the Bankruptcy Court analyzed whether the PR Home Protection Act applied in a bankruptcy proceeding.

Article 4 of the PR Home Protection Act established the waivers and exceptions to the right to claim the homestead including, among other exceptions, the following: "the homestead right shall be deemed to be waived … in cases in which the Federal Bankruptcy Code applies, in which case the provisions of said Code shall apply". Based on this language included in the PR Home Protection Act, the Court held that "a person waives his/her rights to the homestead protection upon filing for bankruptcy. As a result, a debtor who files for bankruptcy in Puerto Rico may only claim for homestead exemption under federal law". 473 B.R. at 501.

As a result of the first ruling in *In re Pérez Hernández*, the Puerto Rico Legislature enacted an amendment on September 12, 2012 to the PR Home Protection Act (the "PR Home Protection Act Amendment"), stating in its statement of motives for such amendment that "although our legislative intent was to provide the broadest protection allowable to family homes

in all jurisdictions, forums, and competencies, as recently as April 13, 2012, the U.S. Bankruptcy Court for the District of Puerto Rico, in the case of *In re Pérez Hernández*, erroneously interpreted the provisions of … the PR Home Protection Act". Accordingly, the PR Home Protection Act was amended to provide that "in cases in which the person who claims or has previously claimed the right recognized under this Act to claim, in a Petition under the Federal Bankruptcy Code, the exemptions provided under Section 522(b)(2) of said Code in lieu of the local and homestead protection exemptions allowed under the Bankruptcy Code under Section 522(b)(3)".

B. In re Pérez Hernández – Second Opinion and Order

As a result of the PR Home Protection Act Amendment, the Bankruptcy Court was asked to reconsider the decision in the first opinion and order in *In re Pérez Hernández* and in various other cases with similar controversies.

On January 25, 2013, in a decision entered on seventeen pending bankruptcy cases simultaneously, the Bankruptcy Court tackled the requirements to claim the Puerto Rico homestead exemption, its applicability in bankruptcy proceedings, recent amendments, and waivers of the same. *See In re Peréz Hernández*, 487 B.R. 353 (Bankr. D.P.R. 2013).

This decision is important not only as it is the definite guide to claiming homestead in bankruptcy and harmonizing the various inconsistent provisions within the PR Homestead Act, but also for the court's analysis regarding the bankruptcy court and the federal judicial system's relationship with the Puerto Rico Legislature and the Commonwealth.

Analyzing the PR Homestead Act Amendment, the court stated that the characterization included in the amendment to the effect that the prior decision "erroneously interpreted the provisions of [the PR Home Protection Act]… borders on infringing the judicial review doctrine

established over two centuries ago in *Marbury v. Madison* …. in which Justice Marshall ruled that 'it is emphatically the province and duty of the judicial department to say what the law is.'"

After analyzing the doctrine of separation of powers and whether the amendment was unconstitutional under such provision, the court concluded that "federal courts should decline to 'embarrass' a branch of a state government" and that, "on comity and federalism principles, the court declines to find that the separation of powers doctrine applies to these cases."

In analyzing the amendment, the court held that "despite its less than artful construction", the amendment clarifies that the right to homestead applies in bankruptcy. The court also held that the amendment was retroactive to the initial enactment of the PR Home Protection Act.

Finally, the court clarified how to claim the exemption, stating that "an integrated analysis of the different dispositions of the 2011 PR Home Protection Act reveals that to claim the homestead right, the individual must expressly declare, under penalty of criminal sanctions, that the real property – described with specificity and particularity – is occupied by him/her or his/her family as a principal residence, used only for residential purposes, while declaring that he/she has claimed no other property in or outside Puerto Rico as homestead". This declaration must have been presented at the Puerto Rico Property Registry (if such property is registered) prior to filing for bankruptcy and, to claim the exemption, this declaration must be included along with the schedules, and, specifically detailed on Schedule C. If claimed correctly, the court also held that the accumulated equity in a principal residence constitutes a homestead.

These decisions, and a subsequent decision by the United States Bankruptcy Court for the District of Puerto Rico in *In re Dominga Serrana Soto*, 2013 Bankr. Lexis 2926 (Bankr. D.P.R. July 18, 2013), are important for individual debtors in Puerto Rico as they provide a clear framework of the pre-bankruptcy steps that the individual must take to properly claim a

homestead exemption under the PR Home Protection Act, and the steps the individual must take as part of its bankruptcy filing and schedules of assets and liabilities to ensure such exemption applies in bankruptcy. The decisions also clarify for individual debtors what exactly is exempted under the Act. Finally, the decisions are also important for creditors, as, through its detailed guide of the various pre and post-bankruptcy requirements to claim the exemption, they provide a basis for creditors to object to an individual's homestead exemption if not properly claimed.

RECENT DEVELOPMENTS IN LIEN STRIPPING IN CHAPTER 20 CASES

There has been substantial debate among the courts as to whether the Bankruptcy Code precludes the stripping off of valueless liens by Chapter 20 debtors ineligible for a discharge.

"Chapter 20" is a colloquial term for a chapter 13 bankruptcy filed within four years of a chapter 7 case. A junior mortgage is the second, third, or any other mortgage that is junior to the first mortgage on the individual's primary residence. Although junior mortgages cannot be stripped or otherwise modified in a chapter 7 bankruptcy (although the Eleventh Circuit has allowed this practice in an unpublished opinion in *In re McNeal*, 11-11352)), junior mortgages can, in some scenarios, be stripped off in a chapter 13 bankruptcy, if the junior mortgage is entirely unsecured.

"Chapter 20 junior mortgage lien stripping" generally means stripping an entirely unsecured junior home mortgage in a chapter 13 bankruptcy case which is filed within four years after a chapter 7 filing by the same debtor. The question whether this is permissible arises because the debtor is not eligible for a discharge of debts in a chapter 13 filed within four years of a chapter 7 discharge.

While there has been a split of opinions on whether this is permissible, recently the Fourth Circuit Court of Appeals became the first Court of Appeals to allow lien stripping in a chapter 20 bankruptcy case. *In re Davis*, 716 F.3d 331, 339 (4th Cir. May 10, 2013). The panel will discuss the Fourth Circuit decision, its implications for chapter 20 cases, and an update on other Court of Appeals considering similar issues.

ADENDUM

Supplement 1 to Proof of Claim Official Form 10.

Supplement 2 to Proof of Claim Official Form 10.

B 10S1 (Supplement 1) (12/11)

UNITED STATES BANKRUPTCY COURT

In re _____, Debtor

Case No. _____

Chapter 13

Notice of Mortgage Payment Change

If you file a claim secured by a security interest in the debtor's principal residence provided for under the debtor's plan pursuant to § 1322(b)(5), you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: _____

Court claim no. (if known): _____

Last four digits of any number you use to identify the debtor's account: ____ ____ ____ ____

Date of payment change:
Must be at least 21 days after date of this notice _____ mm/dd/yyyy

New total payment:
Principal, interest, and escrow, if any $ _____

Part 1: Escrow Account Payment Adjustment

Will there be a change in the debtor's escrow account payment?

❑ No
❑ Yes Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: $ _____ **New escrow payment:** $ _____

Part 2: Mortgage Payment Adjustment

Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?

❑ No
❑ Yes Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: _____% **New interest rate:** _____%

Current principal and interest payment: $ _____ **New principal and interest payment:** $ _____

Part 3: Other Payment Change

Will there be a change in the debtor's mortgage payment for a reason not listed above?

❑ No
❑ Yes Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (*Court approval may be required before the payment change can take effect.*)

Reason for change: _____

Current mortgage payment: $ _____ **New mortgage payment:** $ _____

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box.

❒ I am the creditor. ❒ I am the creditor's authorized agent.
(Attach copy of power of attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

✘ _____ Date _____
Signature mm/dd/yyyy

Print: _____ Title _____
First Name Middle Name Last Name

Company _____

Address _____
Number Street

_____
City State ZIP Code

Contact phone _____ Email _____

Reset Save As... Print

B 10S1 (Supplement 1) (12/11)

UNITED STATES BANKRUPTCY COURT

In re _____, Debtor

Case No. _____

Chapter 13

Notice of Mortgage Payment Change

If you file a claim secured by a security interest in the debtor's principal residence provided for under the debtor's plan pursuant to § 1322(b)(5), you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: _____

Court claim no. (if known): _____

Last four digits of any number you use to identify the debtor's account: ____ ____ ____ ____

Date of payment change:
Must be at least 21 days after date of this notice _____ mm/dd/yyyy

New total payment:
Principal, interest, and escrow, if any $ _____

Part 1: Escrow Account Payment Adjustment

Will there be a change in the debtor's escrow account payment?

❑ No
❑ Yes Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: $ _____ **New escrow payment:** $ _____

Part 2: Mortgage Payment Adjustment

Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?

❑ No
❑ Yes Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: _____% **New interest rate:** _____%

Current principal and interest payment: $ _____ **New principal and interest payment:** $ _____

Part 3: Other Payment Change

Will there be a change in the debtor's mortgage payment for a reason not listed above?

❑ No
❑ Yes Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (*Court approval may be required before the payment change can take effect.*)

Reason for change: _____

Current mortgage payment: $ _____ **New mortgage payment:** $ _____

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box.

❒ I am the creditor. ❒ I am the creditor's authorized agent.
(Attach copy of power of attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

✘ _____ Date _____
Signature mm/dd/yyyy

Print: _____ Title _____
First Name Middle Name Last Name

Company _____

Address _____
Number Street

_____
City State ZIP Code

Contact phone _____ Email _____

Reset Save As... Print