No. 14-2349

IN THE
UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

In re Henry S. Fitzgerald,
Debtor.

HENRY S. FITZGERALD,
Debtor-Appellant

v.

THOMAS GORMAN
Trustee-Appellee

ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA (ALEXANDRIA) – NO. 14-1017

NATIONAL ASSOCIATION OF CONSUMER BANKRUPTCY ATTORNEYS' BRIEF OF *AMICUS CURIAE* IN SUPPORT OF DEBTOR-APPELLANT'S POSITION SEEKING REVERSAL

NATIONAL ASSOC. OF CONSUMER BANKRUPTCY ATTORNEYS
AMICUS CURIAE
BY ITS ATTORNEY
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January 15, 2015

CORPORATE DISCLOSURE STATEMENT

Fitzgerald v. Thomas Gorman, No. 14-2349

Pursuant to Rule 29(c)(1) of the Federal Rules of Appellate Procedure and Fourth Circuit Local Rule 26.1 *Amicus Curiae* the National Association of Consumer Bankruptcy Attorneys makes the following disclosure:

1) For non-governmental corporate parties please list all parent corporations.
NONE.

2) For non-governmental corporate parties please list all publicly held companies that hold 10% or more of the party's stock. **NONE.**

3) If there is a publicly held corporation which is not a party to the proceeding before this Court but which has a financial interest in the outcome of the proceeding, please identify all such parties and specify the nature of the financial interest or interests. **NONE.**

4) In all bankruptcy appeals counsel for the debtor or trustee of the bankruptcy estate must list: 1) the debtor, if not identified in the case caption; 2) the members of the creditors' committee or the top 20 unsecured creditors; and, 3) any entity not named in the caption which is an active participant in the bankruptcy proceedings. If the debtor or trustee is not participating in the appeal, this information must be provided by appellant.
NOT APPLICABLE.

/s/ Tara Twomey
Tara Twomey

Dated: January 15, 2015

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STATEMENT OF THE IDENTITY AND INTEREST OF *AMICUS CURIAE*

Incorporated in 1992, the National Association of Consumer Bankruptcy Attorneys ("NACBA") is a non-profit organization of over 3,000 consumer bankruptcy attorneys nationwide. NACBA's corporate purposes include education of the bankruptcy bar and the community at large on the uses and misuses of the consumer bankruptcy process. It is the only national association of attorneys organized for the specific purpose of protecting the rights of consumer bankruptcy debtors. NACBA has filed *amicus curiae* briefs in various courts seeking to protect the rights of consumer bankruptcy debtors. *See*, *e.g.*, *Kawaauhau v. Geiger*, 523 U.S. 57 (1998); *Mort Ranta v. Gorman*, 721 F.3d 241 (4th Cir. 2013); *Gentry v. Siegel*, 668 F.3d 83 (4th Cir. 2012).

NACBA and its membership have a vital interest in the outcome of this case. Many debtors seek chapter 13 protection in order to save their homes from foreclosure. To be eligible for chapter 13, debtors must have secured and unsecured debts below certain thresholds set forth in the Bankruptcy Code ("Code"). *See* 11 U.S.C. § 109(e). The value of debtors' homes in many instances is worth less than the amount of the existing mortgages. How these underwater mortgages are counted toward the debt limits is a question of national significance.

CERTIFICATION OF AUTHORSHIP

Pursuant to Fed. R. App. P. 29(c)(5), the undersigned counsel of record certifies that this brief was not authored by a party's counsel, nor did any party or party's counsel contribute money intended to fund this brief, and no person other than the National Association of Consumer Bankruptcy Attorneys contributed money to fund this brief.

SUMMARY OF ARGUMENT

In this case, the bankruptcy court erred first in holding that the lender's claim was wholly secured debt even though the value of the property was less than the debt. Tr. 7-9. Applying *In re Balbus*, 933 F.2d 246, 247 (4th Cir. 1991) and *Nobelman v. American Sav. Bank*, 508 U.S. 324, 113 S.Ct. 2106 (1993), the bankruptcy court should have split the lender's claim into secured and unsecured portions. If the court had properly applied this formula based on the property value and debt amount listed in the debtor's schedules, the debtor would have been eligible for chapter 13. The court also erred in assuming that even if it bifurcated the claim into a secured and unsecured portion based on the property's value presented at the *hearing*, the debtor still would not qualify because he would then exceed the unsecured debt limit. Tr.9.

The Bankruptcy Code defines a debt as "liability on a claim." 11 U.S.C. § 101(12). Because Mr. Fitzgerald had no personal liability on the unsecured claim due to a previous chapter 7 discharge, the unsecured claim does not fall within the definition of a debt. Thus, the amount of that claim cannot be counted towards the debt limits specified in 11 U.S.C. § 109(e).

For these reasons, the bankruptcy court erred in determining that Mr. Fitzgerald had too much secured debt, or in the alternative too much unsecured debt, to qualify as a chapter 13 debtor under section 109(e). The decision of the bankruptcy court should be reversed.

ARGUMENT

Appellant Fitzgerald owns a home in Arlington, Virginia, which serves as his primary residence. In 2005, Mr. Fitzgerald took out a mortgage loan in the amount of $850,000 from Finance America, LLC. *See* Appx A-1; *In re Fitzgerald*, Docket No. 13-13625 (Bankr. E.D. Va.), Ocwen Proof of Claim, Claim #5, pg 7. In 2012, Mr. Fitzgerald filed a personal bankruptcy petition under chapter 7; he was granted a discharge on February 1, 2013. Memorandum in Support of Debtor's Motion to Alter or Amend the Order of Dismissal ("Mem.") 1; *see In re Fitzgerald*, Docket No. 12-16260 (Bankr. E.D. Va. *filed* Oct. 18, 2012). Under this discharge, his personal liabilities to the lender were entirely negated. That is, he had no further legal obligation to personally pay the lender for the loan on his

home. To the extent that the loan was secured by the value of his home, however, the lender retained an *in rem* interest in the property. *See* 11 U.S.C. § 522(c)(2); *Johnson v. Home State Bank*, 501 U.S. 78, 83 (1991).

In August 2013, the debtor filed under chapter 13 for approval of a plan to reorganize his financial affairs. Mem. 2. On Schedule A, Mr. Fitzgerald listed the value of his property as $1,041,000.00 with an outstanding mortgage debt of $1,241,559.10. *See* Appx. A-2. Mr. Fitzgerald listed no unsecured debts on Schedule F. *See* Appx. A-3. At the time of the bankruptcy court hearing on the trustee's motion to dismiss, Mr. Fitzgerald's mortgage lender claimed an unpaid balance of approximately $1,400,000 and it was suggested the property had a value of $790,000. Tr. 4-5.[1] The bankruptcy court made no finding as to the value of the property at the time of the petition or at the time of the hearing.

A. Consistent with this Court's binding precedent in *In re Balbus*, the bankruptcy court should have valued the property as of the date of the petition and split the mortgage creditor's claim into secured and unsecured components.

Section 109(e) provides in relevant part: "Only an individual with regular income that owes, on the date of the filing of the petition, noncontingent, liquidated, unsecured debts of less than $383,175 and noncontingent, liquidated,

[1] Tr. refers to the hearing transcript for May 14, 2014. There is no written opinion by the bankruptcy court on the issue of Mr. Fitzgerald's eligibility for chapter 13.

secured debts of less than $1,149,525 . . . may be a debtor under chapter 13 of this title."[2] "Chapter 13 eligibility should normally be determined by the debtor's schedules checking only to see if the schedules were made in good faith." *Matter of Pearson*, 773 F.2d 751 (6th Cir. 1985) (comparing the method for determining the amount in controversy for diversity jurisdiction to chapter 13 eligibility); *In re Wiencko*, 275 B.R. 772, 777 (Bankr. W.D. Va. 2002) (for purposes of section 109(e), debt is established at the time the petition is filed). In this case, there has been no argument that Mr. Fitzgerald's schedules were filed in bad faith or that the schedules were inaccurate at the time of the petition.

Further, this Court has held that undersecured debt must be divided into secured and unsecured components when determining the debtor's eligibility for chapter 13. *In re Balbus*, 933 F.2d 246, 247 (4th Cir. 1991); *see also Matter of Day*, 747 F.2d 405, 406-407 (7th Cir. 1984) ("Courts have consistently examined the true value of collateral securing a debt when evaluating a debtor's eligibility for Chapter 13 relief under 11 U.S.C. § 109(e)."). In *Balbus*, this Court applied section 506(a) to determine the amount of the secured and unsecured claim. 933 F.2d at 247, 252. Splitting the mortgage debt into secured and unsecured components is also consistent with the Supreme Court's subsequent decision in

[2] These amounts are adjusted every three years for inflation. The figures above represent the most recent adjustment from April 1, 2013, and are the amounts applicable to Mr. Fitzgerald's petition, which was filed in August 2013.

Nobelman v. American Sav. Bank, 508 U.S. 324, 113 S.Ct. 2106 (1993). There, the Court stated that the debtors "were correct in looking to section 506(a) for a judicial valuation of the collateral to determine the status of the bank's secured claim." *Id*. at 328. In *Nobelman* and *Balbus*, like this case, the property at issue was the debtor's principal residence. *Nobelman,* 508 U.S. at 326; *Balbus,* 933 F.2d at 252 ("Balbus intends to continue living in his house."). Therefore, in accordance with *Nobelman* and *Balbus*, the bankruptcy court should have applied section 506(a) notwithstanding the fact that the property is Mr. Fitzgerald's principal residence. The bankruptcy court erred in holding that the 506(a) analysis does not apply when the property is the debtor's principal residence and erred in treating the claim as wholly secured. Tr.6 ("when the debtor is retaining the principal residence you don't bifurcate the first mortgage").[3] The bankruptcy court should have divided the creditor's claim into a secured and unsecured portion using Mr. Fitzgerald's schedules reflecting the value of the property and mortgage debt owed as of the date of the petition.

At the time of the petition, the value of the property was listed at $1,041,000.00. *See* Appx. A-2. The amount of the mortgage debt was stated as $1,241,559.10. *Id*. Mr. Fitzgerald listed no unsecured creditors on Schedule F.

[3] Under *Nobelman*, if any portion of the creditor's claim is an allowed secured claim and the property is the debtor's principal residence, the rights of the creditor may not be modified by a chapter 13 plan. This does not mean, however, that 506(a) does not apply.

See Appx. A-3. Applying the formula set forth in *Balbus* and *Nobelman*, the lender would have had a secured claim of $1,041,000.00, and (absent the chapter 7 discharge) an unsecured claim of $200,559.10. Both of these amounts are below the thresholds established by the Code at the time Mr. Fitzgerald filed his petition for relief under chapter 13 ($1,149,525.00 for secured debt; $383,175 for unsecured debt). For this reason alone, this Court should reverse the bankruptcy court and hold that Mr. Fitzgerald was eligible for chapter 13.

B. Mr. Fitzgerald had no individual liability on the lender's unsecured claim and therefore that amount does not count toward the unsecured debt limit in section 109(e).

The bankruptcy court erroneously held that bifurcating the lender's claim using the values at the time of the hearing[4] would make Mr. Fitzgerald ineligible because he would exceed the unsecured debt limit. If the court had properly bifurcated the lender's claim, Mr. Fitzgerald would not have exceeded either the secured or the unsecured debt threshold. Regardless of the total amount due on the mortgage loan, the value of the collateral was never greater than the secured debt limit set forth in section 109(e). Furthermore, Mr. Fitzgerald did not exceed the unsecured debt limit because, due to the chapter 7 discharge, he was not personally liable for, and thus owed no "debt" on, the unsecured claim. *See* COLLIER ON

[4] As Amicus notes above it was an error to not use the amounts listed on the petition absent a showing of bad faith.

BANKRUPTCY ¶ 109.06(2)(d) (A. Resnick ad H. Sommer, eds. 16th ed.) ("Because section 109(e) speaks of the debtor's unsecured debts, a nonrecourse claim against only the debtor's property should not be counted as an unsecured debt").

The Code expressly defines the relationship between a "claim" and a "debt." A "claim" is a "right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured," and also includes any "right to equitable performance for breach of performance if such breach gives rise to a right to payment . . . ." 11 U.S.C. § 101(5). Under this definition, the Supreme Court in *Johnson* determined that a mortgagee/lender retained a "claim" against an individual mortgagor/homeowner/borrower even after the mortgagor was discharged personally of the debt under chapter 7, such that the "claim" could be provided for in a chapter 13 plan under section 1322(a)(5). A "debt," on the other hand is defined as "liability on a claim." 11 U.S.C. § 101(12). *See generally Pennsylvania Dept. of Public Welfare v. Davenport*, 495 U.S. 552, 557-58 (1990) (discussing relationship between Code's definitions of "claim" and "debt").

The fact that even after a chapter 7 discharge the lender had a "claim" against Mr. Fitzgerald, as recognized in *Johnson*, does not mean that Mr. Fitzgerald individually had any "*liability* on [that] claim" or "debt" as the bankruptcy court seemed to think. In fact, he did not, because his personal debt

had been discharged, thus eliminating any "liability" he, as an individual, may once have had on that "claim." *Johnson*, 501 U.S. at 81, 82, 84 & n.5 (repeatedly noting and explaining that it is the debtor's "personal liability" for the loan which is discharged under chapter 7); 11 U.S.C. § 524(a) (referring to that which is discharged as "the personal liability of the debtor with respect to any debt"); *see also* Webster's Third International Dictionary, Unabridged (Merriam-Webster, Inc. 2002) (defining "liable" as "bound or obligated according to law or equity"). Without a personal legal obligation to pay—that is, liability—there is no "debt" *of the discharged debtor* within the meaning of section 109(e) to stop him from invoking chapter 13.

Under the plain language of the Code, because Mr. Fitzgerald no longer had any personal legal obligation to pay the claim once the debt was discharged (though *in rem* liability continued to exist for the secured portion of the debt), he personally had no "debt" – or at least no unsecured debt – to the lender.

Under section 101(12), the two terms—"claim" and "debt"—are each other's reciprocals only to the extent that "liability" exists. Moreover, section 102(2) provides that the expression "claim against the debtor" includes a "claim against property of the debtor." In this way as well, the existence of a claim, as established by the holding in *Johnson*, does not *ipso facto* establish the existence of

a "debt" of any sort against the chapter 13 (post-chapter 7) debtor personally as the bankruptcy court appears to presume.

Because the language of the Code is clear on this point, no further analysis is required. *See United States v. Ron Pair Enterprises*, 489 U.S. 235, 241 (1989) ("where, as here, the statute's language is plain, 'the sole function of the courts is to enforce it according to its terms'"; construing Code) (citation omitted); *see also Ransom v. FIA Card Services, Inc.*, 562 U.S. —, 131 S.Ct. 716, 723-24 (2011) (language of Code is starting point; "ordinary meaning" determines significance of undefined words and phrases); *Davenport*, 495 U.S. at 557-58; *In re Oakwood Homes Corp.*, 449 F.3d 588, 595 (3d Cir. 2006) (same).

Simply because the Code treats the excess portion of an undersecured claim as an unsecured *claim*, see 11 U.S.C. § 506(a), it does not follow that the debtor, after discharge, still has an unsecured *debt* to the creditor to that extent. To the contrary, the discharged debtor obviously no longer has such debt for purposes of the Code, because s/he has no surviving *liability* to pay any such claim. *See Cavaliere v. Sapir*, 208 B.R. 784 (D. Conn. 1997) (debts discharged in prior chapter 7 proceeding do not count as either "secured" or "unsecured" debts for purposes of calculating chapter 13 eligibility amounts under section 109(e); unsecured portion of undersecured claim against real estate, following grant of

personal chapter 7 discharge as to that debt, is not allowable unsecured claim in chapter 13 case, pursuant to section 502(b)(1)).

The property is liable for the debt, following the chapter 7 discharge, to the extent it was secured, but the individual has no such liability and thus no "unsecured debt." A contrast with the language of chapter 11—the bankruptcy reorganization option, analogous in many ways to chapter 13, for corporations and for individuals with higher levels of debt—is informative. Section 1111(b) provides that in most cases a nonrecourse claim secured by a lien against property is to be treated, when it is to be stripped in a chapter 11 plan, as if there *were* personal recourse. There is no parallel provision in chapter 13, and the courts therefore have no authority to create one, as occurred here by virtue of the decisions below. *In re Tolentino & Medina*, 2010 WL 1462772, *2 n.5, 2010 Bankr. LEXIS 1128 (Bankr. N.D. Cal. April 12, 2010) (invoking contrast between chapter 11 and chapter 13 in this context to explain why debtor is not ineligible under section 109(e); *cf. In re Sweitzer*, 476 B.R. 468, 472 (Bankr. D. Md. 2012) (noting this contrast between chapter 11 and chapter 13, surveying recent authorities, and rejecting creditor's related argument that stripped claim should be treated as an "allowed unsecured claim").

For these reasons, the debtor's chapter 13 case should not have been dismissed.

CONCLUSION

For the reasons advanced in this brief and by the Appellant, amicus National Association of Consumer Bankruptcy Attorneys urges that this Court reverse the judgment of the U.S. District Court for the Eastern District of Virginia and remand with directions to reinstate the debtor's chapter 13 case, requiring consideration on the merits of the debtor's proposed plan to pay his first home mortgage.

Respectfully submitted,

/s/Tara Twomey
NATIONAL CONSUMER BANKRUPTCY RIGHTS CENTER
1501 The Alameda
San Jose, CA 95126
(831) 229-0256

CERTIFICATION OF BAR MEMBERSHIP

I certify that I am a member in good standing of the bar of the United States Court of Appeals for the Fourth Circuit.

_/s/Tara Twomey_____

CERTIFICATE OF COMPLIANCE

In accordance with FRAP Rule 29 this brief, exclusive of the certifications, tables of contents and authorities and the identity of counsel at the end of the brief, is 2,612 words in text and footnotes as counted by Microsoft Word, the word processing system used to prepare this brief. This brief has been prepared in a proportionally spaced typeface using Microsoft Word in Times New Roman 14-point font.

I certify under penalty of perjury that the foregoing is true and correct.

_/s/Tara Twomey_____

CERTIFICATE OF SERVICE

Tara Twomey, attorney for amicus curiae, certifies that on this 15th day of January, 2015, she caused the foregoing Brief to be electronically filed. Copies of same have been served upon the following this same date by the CM/ECF system:

Attorney for Chapter 13 Trustee:
Eva Choi, Esq.
Direct: 703-837-9282
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OFFICE OF THE CHAPTER 13 TRUSTEE
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Alexandria, VA 22314

One paper copy was served on the Pro Se Debtor, below, in Accordance with Fourth Circuit Local Rule 31(d)(2).

Henry St. John FitzGerald
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1620 North George Mason Drive
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/s/ Tara Twomey
NATIONAL ASSOC. OF CONSUMER BANKRUPTCY ATTORNEYS, *AMICUS CURIAE*
BY ITS ATTORNEY TARA TWOMEY, ESQ.
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STATUTORY ADDENDUM

11 U.S.C. § 101

(5) The term "claim" means—

(A) right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or

(B) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

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(12) The term "debt" means liability on a claim.

11 U.S.C. § 102

(2) "claim against the debtor" includes claim against property of the debtor;

11 U.S.C. § 109(e)*

(e) Only an individual with regular income that owes, on the date of the filing of the petition, noncontingent, liquidated, unsecured debts of less than $250,000 and noncontingent, liquidated, secured debts of less than $750,000, or an individual with regular income and such individual's spouse, except a stockbroker or a commodity broker, that owe, on the date of the filing of the petition, noncontingent, liquidated, unsecured debts that aggregate less than $250,000 and noncontingent, liquidated, secured debts of less than $750,000 may be a debtor under chapter 13 of this title.

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*The amounts in section 109(e) are adjusted every three years. At the time the Debtor filed his petition for relief under chapter 13, the unsecured debt limit was $383,175 and the secured debt limit was $1,149,525.

Appendix A
Relevant Court Documents

A-1 Ocwen Proof of Claim, *In re Fitzgerald*, Docket No. 13-13625 (Bankr. E.D. Va.), Claim #5, pg.7

A-2 Schedule A, *In re Fitzgerald*, Docket No. 13-13625 (Bankr. E.D. Va.), Document #X

A-3 Schedule F, *In re Fitzgerald*, Docket No. 13-13625 (Bankr. E.D. Va.), Document #X

Exhibit A

ADJUSTABLE RATE NOTE

(LIBOR Index - Rate Caps)

[redacted]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

10/14/05	IRVINE	CA
[Date]	[City]	[State]

1620 N GEORGE MASON DR, ARLINGTON, VA 22205-3620
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 850,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is
Finance America, LLC
I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 9.050 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on DECEMBER 01, 2005 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on NOVEMBER 01, 2035 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at OCWEN Loan Servicing LLC
P.O. Box 785056 ,Orlando, FL 32878-5056
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 6,869.89 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

[redacted]

Represents Redacted Information

B6A (Official Form 6A) (12/07)

In re Henry S. FitzGerald, **Case No. 13-13625**
Debtor **(If known)**

SCHEDULE A - REAL PROPERTY

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	Husband, Wife, Joint, or Community	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
1620 North George Mason Drive, Arlington, VA	Fee Owner		$1,041,000.00	$1,241,559.10
Burial Plot at Ivy Hill, Alexandria, Virginia	Fee Owner		$1,000.00	$0.00
		Total ►	$1,042,000.00	

(Report also on Summary of Schedules.)

B 6F (Official Form 6F) (12/07)

In re **Henry S. FitzGerald**, Debtor — Case No. **13-13625** (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER *See instructions above.*	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. **Commonwealth of Virginia Department of Taxation PO Box 1115 Richmond, VA 23218**			**2013** **Notice Only**				

	Subtotal➤	$ **0.00**
0 continuation sheets attached	Total➤ (Use only on last page of the completed Schedule F.) (Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	$ **0.00**