FEDERAL BAR ASSOCIATION

BANKRUPTCY SECTION NEWSLETTER
JUNE 2005

WE'RE STUCK WITH IT, NOW

BAPA Becomes Law

Inside this issue:

IMPORTANT DATES:

17th annual FBA Bankruptcy Seminar: July 28, 2005 to July 30, 2005, Boyne Highlands, Michigan. THIS WILL INCLUDE EXETENSIVE COVERAGE OF BAPA. Make your reservations now at the hotel. (800) GO BOYNE.

Cost: $260 for attorneys; $210 for paralegals; $25.00 more after 7/15/05.

For more information contact:

Lori Purkey

purkey@millercanfield.com

Mary Hamlin

mhamlin@chpt13.com

October 17, 2005: Effective date for most of BAPA.

Something missing? Let us know about other dates!

On April 20, 2005, President Bush signed into law the "Bankruptcy Abuse Prevention and Consumer Protection Act of 2005" (S.256) (Public Law 109-8) ("BAPA"). Most of the provisions of BAPA will be effective 180 days after passage, October 17, 2005. Some provisions are effective immediately: see list on page 2 of this newsletter.

Many of you are already aware of BAPA, because it has been under consideration for the past 8 years. It is the most sweeping change in bankruptcy law since the passage of the Bankruptcy Code in 1978.

Most of the local conversations about BAPA have focused on provisions which require debtor attorney certification of the statements made in bankruptcy papers by their clients, a means test as an addition to the grounds for dismissal of chapter 7 proceeding under 707(b) of the bankruptcy code and mandatory credit counseling and debtor education. But there are many other changes which will drastically affect the practice of bankruptcy law, including without limitation: limits on lien stripping in chapter 13, revised exceptions to discharge for "shopping spree" debts, expanded exception to discharge under 523(d)(15), more limits on serial filings, extended moratorium for chapter 7 discharges (8 years now) and for other chapters, limits on homestead exemptions, new rules regarding reaffirmations, new rules for listing creditors, required length of certain chapter 13 plans, requirement of annual budgets after confirmation of chapter 13 plans, new form requirements at filing, reduction of the super discharge in chapter 13, required disclosures by debtor attorneys, exception from the automatic stay for evictions for post petition default in rent.

In this newsletter, we hope to provide you with resources for starting to learn about BAPA. You may wish to start with these cites:

1. **http://abiworld.net/bankbill** . Includes a red line version showing specific changes to the Bankruptcy Code, lists of major changes, legislative reports.

2. **http://www.cch.com/bankruptcy/Bankruptcy_04-21.pdf** . A newsletter from CCH about BAPA. At the end, see information about a book which you can order.

3. **http://www.dpw.com/practice/code.blackline.pdf** . This is from the website of DAVIS POLK & WARDWELL, which provides information on a number of topics for lawyers Includes a table of law changes and a blackline version of BAPA.

4. **http://www.clla.org/newswire/The_New_Code.cfm** . Includes a list of articles about BAPA.

PORTIONS OF BAPA EFFECTIVE IMMEDIATELY

This list is merely an identification of the area affected. You are urged to read the specific sections to understand how this affects your practice of the law now. Section numbers refer to sections of BAPA.

1. Certain portions of the changes to the homestead exemption including limitations on the homestead exemption under certain circumstances, including fraud. (Sections 308 and 322).
2. Matters pertaining to professionals employed in bankruptcy cases (Section 324).
3. Overrule of the **Deprizio** rule (Section 1213).
4. Requirement that transfers by nonprofit debtor comply with applicable nonbankrutpcy law (Section 1221).
5. Provision for additional judgeships (section 1223).
6. Amendments to provisions involving involuntary cases (Section 1234).
7. Increase in the cap on wage priority claims from $4,000 to $10,000 and doubling of the look-back period from 90 to 180 days (Section 1401).
8. Provision allowing the avoidance of certain transfers to or for the benefit of insiders under employment contracts not in the ordinary course of business. (Section 1402).
9. Requirement that the US Trustee move for the appointment of a trustee in chapter 11 cases where there are reasonable grounds to suspect fraud, dishonesty or criminal conduct on the part of certain corporate officials (Section 1405).

Sources: NABT website, CCH website, CCLL website.

SEMINARS PRESENTLY SET TO REVIEW BAPA

17th annual FBA Bankruptcy Seminar for the Western District of Michigan*: July 28 - 30, 2005, Boyne Highlands, Michigan . Make your reservations now at the hotel. (800) GO BOYNE.

ICLE: Understanding the New Bankruptcy Reform Act: What Every Lawyer Needs to Know: July 26, 2005, Troy, Michigan. Video presentations in Grand Rapids on September 20, 2005, in Lansing on September 26, 2005, in Kalamazoo and Traverse City on September 29, 2005. See www.icle.org/seminars.

Commercial Law League: This page has a list of the telephone seminars that this organization offers. See www.clla.org/crs/administration/pages/bankruptcy_program.cfm.

ABI: Teleseminar Series. There are 7 programs, each 90 minutes long, starting June 15, 2005. **Central States Bankruptcy Workshop*:** June 16-19, 2005, Grand Traverse Resort, Acme Michigan. **BAPA Special Seminar*:** Friday, November 11, 2005 in Detroit MI (1/2 day consumer & 1/2 day commercial). See www.abiworld.org .

Norton Institutes*: June 30- July 3. 2005, Jackson Hole, Wyoming. See www.nortoninstitutes.com .

National Association of Bankruptcy Trustees Summer Convention*: August 18-20, 2005 in New York City. See www.nabt.com .

*Judge Gregg is speaking at this conference.

FROM THE BENCH

Orders and motions. Judge Stevenson asks that attorneys make sure that the relief they seek in orders track the relief that they have requested in the corresponding motions. For example, if an attorney seeking to lift the automatic stay wants the ten day stay provided by Rule 4001(a)(3) waived, this request should be contained in the motion to lift stay as well as in the proposed order served along with the motion.

New Procedure for lift of stay hearings. With the increased case filings, motion days are taking longer and longer. In order to make them more efficient, decrease the chance of orders being entered in error, and to further encourage and strongly suggest the use of notice and opportunity for motion to lift stay as provided by Local Rule 9013, Judge Stevenson has adopted a new procedure. All motions to lift stay set for hearings on motion days will be taken under advisement unless one of the following occurs: an adjournment is requested, the court is advised that the opposing party has seen the proposed order and does not object to the relief sought, or the debtor and/or debtor's counsel appears at the hearing.

Service on non individuals. When serving a domestic or foreign corporation, a partnership or other unincorporated association with any pleading, notice must comply with FRBP 7004(b)(3). Proofs or certificates of service are inadequate if the pleading or document has simply been served upon a corporation and not addressed to the attention of an officer, a managing or general agent or any other agent authorized by appointment or law to receive service.

Editor's note: You might find these websites helpful to find the names of agents or other information on entities for service of process:

Corporations, LCC's and partnerships authorized in Michigan:
http://www.cis.state.mi.us/bcs_corp/sr_corp.asp

Banks insured by the FDIC: http://www2.fdic.gov/idasp/main.asp

Institutions regulated by the Office of Thrift Supervision:
http://www.ots.treas.gov/pagehtml.cfm?catNumber=25

State chartered banks:
http://www.dleg.state.mi.us/fis/ind_srch/cht_bank/state_charter_bank_criteria.asp

State chartered savings banks:
http://www.dleg.state.mi.us/fis/ind_srch/sav_bank/state_savings_bank_list.asp

FROM THE CLERK'S OFFICE

We have just modified our form "Debtor's Declaration Re: Electronic Filing". This revised form is now available on our website for download. The change is minor, however, it now includes more explicit language/formatting to replace the Statement of Social Security Number(s).

So now when an attorney electronically files a bankruptcy proceeding, he/she can eliminate the necessity of mailing in and filing the Statement of Social Security Numbers by simply utilizing this new Declaration. Please let Patrice Nichol know if you have any questions.

Patrice_Nichol@miwb.uscourts.gov

BANKRUPTCY SECTION
NEWSLETTER
JUNE 2005

Federal Bar Association, Bankruptcy Section
c/o Marcia R. Meoli
HANN PERSINGER, PC
503 Century Lane
Holland, Michigan 49423

Phone: (616) 396-1245
Fax: (616) 396-9638
E mail: meoli@ameritech.net

PRSRT STD MAIL
U.S. POSTAGE
PAID
Holland MI 49423
Permit #66

Mailing Address Line 1
Mailing Address Line 2
Mailing Address Line 3
Mailing Address Line 4
Mailing Address Line 5

**********AUTO**MIXED AADC 493
4/4/149
TEHOLIZ , PETER A.
HUBBARD LAW FIRM
PO BOX 80857
LANSING MI 48908-0857

THIS NEWSLETTER

This newsletter is published by the Federal Bar Association, Bankruptcy Section, for the Western District of Michigan. Prepared by lawyers with busy practices, every effort is made to publish on a quarterly basis, but that has not always been possible.

This newsletter is sent to members of the FBA who have indicated that they wish to be members of the bankruptcy section. Membership renewals must be made in the fall of each year, by sending the renewal dues to the Grand Rapids Bar Association, which manages the mailing list. Renewal notices are sent by GRBA every fall, and the person to contact there is Debbie Kurtz debbie@grbar.org .

If you have any suggestions for the content or format of the newsletter, please let us know. If you have a contribution to the newsletter in the form of an article, announcement or other item, please send these to us.

For your records, here are the dates of newsletters for the recent past: February 2005, October 2004, May 2004, January 2004, October 2003, July 2003, April 2003 and January 2003. Thank you, Marcia R. Meoli, Editor. mmeoli@ameritech.net .

STATISTICS	COURT WEBSITE STATISTICS ON THE NUMBER OF CASES FILED THROUGH 5/04/05:				
2004:	CHAPTER 7: 13,696	CHAPTER 13: 3,280	CHAPTER 11: 47	CHAPTER 12: 1	TOTAL: 17,024
2005:	CHAPTER 7: 5,637	CHAPTER 13: 945	CHAPTER 11: 16	CHAPTER 12: 4	TOTAL: 6.602

RECENT CASES

Thank you to Dan Bylenga for these case summaries.

Supreme Court Cases

Rousey v. Jacoway, __ U.S. __, 125 S.Ct. 1561 (Apr. 4, 2005) – Chapter 7 Debtors attempted to exempt a portion of their IRAs (subject to a 10% penalty for withdrawals made prior to Debtors' 59-1/2th birthday) under §522(d)(10)(E). Supreme Court rejected the argument that Debtors could effectively withdrawal at any time provided they be willing to pay the 10% penalty, and held that the penalty was, indeed, "substantial;" given that the penalty disappears upon turning 59-1/2 years old, the Court held that the IRAs provided "a right to payment on account of age," and therefore, could be exempted under §522(d)(10)(E).

Sixth Circuit Cases

In re Computrex, Inc., 403 F.3d 807 (6th Cir., Apr. 15, 2005) – Debtor Corporation was engaged by Manufacturer for the sole purpose of handling the logistical and financial matters related to the shipping of Manufacturer's products; in this regard, Debtor Corporation agreed to handle the billing and payment of the various Carriers. Debtor began to "float" the checks to the Carriers and in so doing, delayed payment to them. Manufacturer complained that its carriers were not being timely paid, and Debtor immediately paid Manufacturer's carrier's approximately $4.5 million. Less than 90 days later, Debtor filed for Chapter 7 and Trustee sought to use its avoidance power and treat the transfer as a preference payment. The 6th Circuit held that even though Debtor commingled the funds from the Manufacturer and inappropriately applied them to its "float plan," the payments to the Carriers were not "on account of antecedent debt," but rather, were essentially "bailed" with the Debtor by Manufacturer for payment to Carrier, and thus, were not properly considered part of the Debtor's estate; therefore, the payments to the Carriers could not be avoided by the Trustee.

In re M.T.G., Inc., 403 F.3d 410 (6th Cir., Apr. 8, 2005) – 6th Circuit reaffirmed the rule that, generally speaking, although the District Court has jurisdiction to hear interlocutory appeals from the Bankruptcy Court, the Court of Appeals only has jurisdiction to hear appeals when *both* the Bankruptcy and District Courts orders are "final" or where the District Court's order is "final" and simultaneously "cures" the "non-finality" of the Bankruptcy Court order. The Court further recognized that although 28 U.S.C. § 1292(a) has been interpreted as extending the exception to the final judgment rule to orders which have the same practical effect as denying an injunction in very limited circumstances, a Trustee's appeal from the Bankruptcy Court's denial of Trustee's request for the appointment of certain conflicted "special counsel," does not fall within this limited exception to the final judgment rule.

Rittenhouse v. Eisen, 404 F.3d 395 (6th Cir., Apr. 7, 2005) – Affirming both Judge Stevenson & Judge Bell's prior holdings in this matter, the 6th Circuit held that although it may well be bad policy, the language of § 523(a) does not specifically except pre-petition legal fees owed by Client/Debtor from discharge, and thus, the same are discharged by the entry of the Client/Debtor's bankruptcy judgment.

LPP Mortgage, Inc. v. Radcliffe, unpublished, 2005 Fed. App. 0228N, 2005 WL 712746 (6th Cir., Mar. 30, 2005) – 6th Circuit affirmed District Court's holding that Bankruptcy Court had erred in failing to consider a first-priority ad-valorem real estate tax lien and a fourth-priority state statutory tax lien (as a result of applying state priority law) in performing its §522(f)(2)(A) calculation to determine the extent to which Creditor's third-priority judgment lien impaired Debtor's §522(f) property exemption. In so doing, the Court reaffirmed its prior holding that state priority law should not be considered in making the exemption-impairment calculation, and thus, both junior and senior liens are to be included in the calculation.

In re Brinley, 405 F.3d 415 (6th Cir., Mar. 22, 2005) – 6th Circuit held that in performing the §522(f)(2)(A) calculation to determine the extent to which a judgment creditor's lien may be avoided as an impairment upon a Debtor's claimed exemption in property held as a tenant by the entireties with his non-debtor spouse, the following rules should be observed: (1) the full fair market value of the property (and not 1/2 of that value) is used as the figure representing the "debtor's interest in the property" because, under *state law*, each entireties tenant owns the entire estate; (2) if the value arrived at after performing the §522(f)(2)(A) calculation is *less than* the amount of the judgment lien sought to be avoided, the judgment lien survives (and is not avoided in its entirety) *to the extent* is exceeds the result of the §522(f)(2)(A) calculation; and (3) *all* liens (including those rendered "junior" to the subject judgment lien under state priority law) are to be factored in the calculation.

In re Lewis, 398 F.3d 735 (6th Cir., Feb. 16, 2005) – Trustee sought to avoid mortgage by Debtor to Bank – which was subsequently put into FDIC-receivership – as a preferential transfer. Bankruptcy Court, District Court, and 6th Circuit agreed that facts that Bank was placed into FDIC-receivership *after* the alleged preferential transfer and commencement of suit by Trustee and that FDIC did not seek to enforce its rights upon being appointed receiver supported the conclusion that the FIRREA should not operate to bar the pre-receivership avoidance proceeding by the Trustee. Further, the fact that the FDIC-receivership commenced *after* the commencement of the preference action by the Trustee rendered the exhaustion-of-administrative-remedies provision of the FIRREA inapplicable to the proceeding.

White v. Kentuckiana Livestock Market, Inc., 397 F.3d 420 (6th Cir., Feb. 9, 2005) – 6th Circuit held that unlike the ordinary employment discrimination matter, the use of the word "solely" in the anti-discrimination provision of the Bankruptcy Code (§525(b)(1)) means that Debtor/Employee's cause of action exists if, and only if, the Employer's *only* reason for the adverse employment action is because of the Debtor/Employee's bankruptcy filing.

Oaks v. Bank One, unpublished, 126 Fed. Appx. 689, 2005 WL 293677 (6th Cir., Feb. 8, 2005) – Where Creditor Lessor had attached a copy of the lease agreement to the proof of claim filed in Debtor's prior dismissed Chapter 13 proceeding, but filed only a proof of claim (without attaching the lease agreement) in the subsequently re-filed Chapter 13 proceeding, and where Debtor's attorney expressly acknowledged his awareness of this defect, but did not object on those grounds in the Bankruptcy Court, the Debtor is deemed to have waived objection. Moreover, under the informal proofs of claim doctrine – which permits the post-bar date amendment of timely informal proofs of claim which are (1) in writing, (2) contain a demand on

the debtor's estate, (3) express an intent to hold the debtor liable for the debt, (4) filed with the bankruptcy court, and (5) to which it would be equitable to permit amendment – Creditor would easily have been permitted to amend.

In re Blaszak, 396 F.3d 386 (6th Cir., Feb. 4, 2005) – Creditor alleged that debt owed it by Debtor-Fiduciary was nondischargable under § 523(a)(4) & (6) because it was incurred as a result of Debtor's "defalcation" while acting in a fiduciary capacity towards Creditor. The Court held that to succeed, the Creditor needs to establish (1) a pre-existing fiduciary relationship, (2) breach of the duty, and (3) resultant loss; that Creditor had succeeded in its proofs; and thus, that the debt was nondischargable.

In re Dowding, unpublished, 124 Fed. Appx. 921, 2005 WL 280463 (6th Cir., Feb. 4, 2005) – Creditor foreclosed upon a judgment lien it held against Debtor's property and purchased the property at the Sheriff's sale. Upon the expiration of the redemption period – as extended by § 108(b) upon the filing of Debtor's petition – Creditor moved for relief from the automatic stay on the grounds that Debtor no longer held an interest in the property. 6th Circuit affirmed the lifting of the stay for Creditor.

In re Oyler, 397 F.3d 382 (6th Cir., Feb. 3, 2005) – 6th Circuit adopted the *Brunner* standard for determining whether student loans pose an "undue hardship," and are, thus, dischargable under § 523(a)(8). *Brunner* standard asks (1) is the debtor able to maintain a "minimal" standard of living if forced to repay the loans, (2) do circumstances indicate that this condition is likely to exist for a "significant portion" of the repayment period, and (3) has the debtor made a good faith effort at repayment? Where the Debtor elected to work as a pastor of a small church and earn less than $10,000/year to support himself and his five dependents, rather than seeking higher paying work for which he was qualified by both education and experience, Court held that Debtor was obligated to seek such alternate higher paying work and, consequently, could not satisfy the second prong of the *Brunner* test for dischargability of student loans. Court noted that the circumstances under the second prong of the *Brunner* test must be beyond the Debtor's control, and "not borne of free choice."

Weingarten Nostat, Inc. v. Service Merchandise Co., 396 F.3d 737 (6th Cir., Jan. 24, 2005) – Court held that mootness provision of the Bankruptcy Code – § 363(m) – rendered the Bankruptcy Court's order approving the sale and assignment of certain lease rights by the Debtor to a good faith purchaser uncontestable by Lessor where Lessor failed to obtain a stay pending appeal.

In re Regal Cinemas, 393 F.3d 647 (6th Cir., Dec. 22, 2004) – 6th Circuit held that Lessee's contractual indemnification claim against Debtor for sums it became obligated to pay under the lease as a result of Debtor's failure to do so after Lessee assigned the lease to Debtor was a "claim for reimbursement" and, consequently, subjected to §502(e)(1)'s restriction on reimbursement or contribution claims by Debtor's co-obligors.

Bankruptcy Appellate Panel Cases

In re Cluxton, __ B.R. __, 2005 WL 1201469 (6th Cir. BAP, May 19, 2005) – Court held that because Ohio law operated to make mobile home part of the real property on which it sat, and was, therefore, "real property that is the debtor's principle residence"; and thus, Debtor's proposed "cramdown" of the debt violated § 1322(b)(2).

Fields v. Sallie Mae Servicing, __ B.R. __, 2005 WL 756570 (6th Cir. BAP, Apr. 5, 2005) – Citing *Oyler* (see above), the Court applied the three-pronged *Brunner* test to conclude that Debtor sufficiently demonstrated at least partial "undue hardship" to justify discharge of a portion of her student loan debt. The Court also noted that the "undue hardship" analysis is not an all-or-nothing approach, but rather, partial discharge may be granted where so doing would alleviate the "undue hardship." The Court noted that the following factors should be considered: the amount of the debt, the rate of interest, the debtor's claimed expenses, the debtor's standard of living, and whether the debtor has attempted to minimize expenses. Other post-*Oyler* considerations include the debtor's expenses, standard of living, amount of outstanding debt, ability to maximize income, as well as income, earning capacity, health, educational background, dependents, age, accumulated wealth, and professional degrees.

Sicherman v. Cohara, __ B.R. __, 2005 WL 756571 (6th Cir. BAP, Apr. 5, 2005) – Court held that, generally speaking, Chapter 7 Debtor may only voluntarily dismiss "for cause" and may not dismiss if dismissal would result in prejudice to creditors – the burden on the issues of cause and prejudice (or lack thereof) to creditors rests with the Debtor, not with the Trustee. Moreover, unsubstantiated claim that Debtor is "in the process" of negotiating a payment plan with her Creditors is entirely too speculative and uncertain to demonstrate lack of prejudice to creditors.

In re Van Aken, 320 B.R. 620 (6th Cir. BAP, Feb. 11, 2005) – Court held that Non-Debtor Spouse seeking to avoid discharge of debt obligation owing from Debtor Spouse under § 523(a)(5) bears the burden of demonstrating that debt has the requisite "indicia of a support obligation." To determine whether the debt obligation bears sufficient indicia of a "support obligation," the Court should consider (1) whether it is labeled as a support agreement; (2) whether it is directly paid to the former spouse; (3) whether it is contingent on events like death, remarriage, or eligibility for retirement benefits; (4) the respective earning power of the parties; (5) the need for economic support; (6) whether there are minor children; and (7) the degree of marital fault.

In re Wellman, 322 B.R. 298 (6th Cir. BAP, Dec. 28, 2004) – Court held that under § 1367, Creditor Bank was bound by Debtor's Confirmed Chapter 13 Plan, and short of a post-confirmation default, pretermitted Creditor Bank's motion for relief from the stay with respect to property in which Debtor had no equity, even where Creditor Bank's motion was filed before confirmation – "unless it pertains to a post-confirmation failure to make payments, the motion is untimely in view of the transcendence of the confirmed plan."

Western District of Michigan Bankruptcy Cases

In re Stiller, __ B.R. __, 2005 WL 941547 (Bankr.W.D.Mich., Apr. 4, 2005) – Hughes, J., held that failure of Creditor Bank to exercise its rights under § 1322(b)(5) and object to amount of arrearage owing and used in the confirmed plan *prior to its confirmation*, or to seek revocation of the ensuing confirmation order, resulted in Creditor Bank being bound by the arrearage figure represented in the confirmed plan and a waiver of any right to object thereto irrespective of whether the arrearage figure in the confirmed plan is significantly less than the arrearage figure presented by Creditor Bank in its proof of claim filed after the plan was confirmed.

Vega v. Ford Motor Credit, __ B.R. __, 2005 WL 757235 (Bankr.W.D.Mich., Mar. 28, 2005) – Stevenson, C.J., held that Chapter 7 Trustee could not avoid Secured Creditor's perfected security interest in Debtor's automobile where Creditor had properly perfected its interesting in the vehicle in the state in which Debtor was living at the time the security interest became attached, even though Debtor subsequently moved and relocated the collateral to Michigan for longer than four months and obtained a "memo registration" for the vehicle there. In so doing, Judge Stevenson held that MCL § 440.2805, "when read as a whole provides that the certificate of the issuing state ceases to control after four months following removal, if re-registration has occurred." "Memo registration," Judge Stevenson held, does not constitute "re-registration" for MCL § 440.2805 purposes, and thus, the vehicle was not "re-registered" in Michigan, and Secured Creditor did not lose its perfected status.

Quality Stores, Inc. v. Vermont Department of Taxes, __ B.R. __, 2005 WL 1037152 (Bankr.W.D.Mich., Mar. 17, 2005) – Gregg, J., relying on 6th Circuit precedent, held that § 106(a) – providing an express exception to sovereign immunity for claims brought against governmental units under, among others, §§ 505 and 523 – clearly represents an unequivocal "Congressional abrogation of the states' sovereign immunity," and thus satisfies the *Seminole Tribe* standard. Consequently, the Bankruptcy Court had jurisdiction to hear and decide an adversary proceeding initiated by Debtor under § 505(a) against the State of Vermont, and enforce any judgment resulting therefrom.

In re Shaffner, 320 B.R. 870 (Bankr.W.D.Mich., Feb. 22, 2005) – Hughes, J., held that Creditor's failure to provide explanation for the unavailability of documentary support for the claim as required by Off'l. Bankr. Frm. 10 would not operate to disallow the claim where there never existed such documentation (as opposed to a situation where the documentation has gone missing) because the Form is ambiguous as to what is required of a Creditor who never had such documentation. In such cases, Judge Hughes reasoned, the failure to provide documentation or explanation for the failure does not run afoul of Bankr. R. 3001(a).