SO ORDERED.

SIGNED this 25 day of April, 2005.

Dale L. Somers
Dale L. Somers
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:	)	
	)	
WILLIAM L. OSBORNE,	)	
	)	**Case No. 03-25176**
Debtor.	)	**Chapter 13**
	)	

MEMORANDUM AND ORDER DENYING DEBTOR'S OBJECTIONS TO PROOFS OF CLAIM NOS. 3 (AS AMENDED BY POC 11), 4, 7, 8, AND 10

This matter is before the Court on Debtor's objections to proofs of claim filed by Bank One, Delaware fka First USA (Claim No. 3, amended by Claim No. 11); American Express Centurion Bank (Claim No. 4), eCast Settlement Corporation, assignee of Chase Manhattan Bank USA NA (Claim

No.7), Premier Bank (Claim No. 8); and US Bank/Elan (Claim No. 10). The Debtor, William L. Osborne, appears by Drew Frackowiak, Wiesner & Frackowiak. Creditor Bank One, Delaware fka First USA appears by Ronald S. Weiss, Berman, DeLeve, Kuchan & Chapman, LC. Creditors American Express Centurion Bank and eCAST Settlement Corporation appear by Michael H. Berman, Berman & Rabin. There are no other appearances.

Objections to claims are governed by 11 U.S.C.A. § 502 and are contested matters, within the meaning of Rule 9014.[1] The objections constitute core proceedings[2] over which this Court has jurisdiction.[3] There is no objection to personal jurisdiction or venue.

The Debtor's objections to the proofs of claim challenge the sufficiency of the creditors' submissions and therefore raise only questions of law, the resolution of which would not be furthered by the holding of an evidentiary hearing. All facts necessary for resolution of the objections are before the Court. Having reviewed the Debtor's objections, the creditors' responses, and the parties' legal memoranda the Court is ready to rule. As explained below, the Court overrules the Debtor's objections and rules that the creditors are holders of nonpriority unsecured claims in the amounts set forth in their respective proofs of claim.[4]

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[1] Fed. R. Bank. P. 9014. References to the bankruptcy rules in the text shall be to the rule number only.

[2] 28 U.S.C.A. § 157(b)(2)(B).

[3] 28 U.S.C.A. § 1334.

[4] This Court agrees with Judge Berger's holding in *In re Mazzoni*, Case no. 03-24141, signed on December 20, 2004.

BACKGROUND FACTS.

This case was commenced pursuant to Chapter 7 on December 11, 2003, and converted upon motion by the Debtor to Chapter 13 by order filed June 18, 2004. A claims bar date of October 24, 2004, was established. Because Debtor has no secured claims and no priority claims, Debtor's proposed chapter 13 plan will make significant payments to unsecured creditors. The following unsecured credit card debt proofs claims (POC) filed in this case are at issue by virtue of objections filed by the Debtor:

CREDITOR	POC No.	POC AMT/ SCH AMT	ADD'T INFORMATION ON ATTACHMENT TO POC
Bank One, Delaware NA	3(am'd by POC 11)	$2,136.64 $2,101.64	Debtor's name & add; last 4 digits of SS; applicant inf.; stmts 12/02 - 11/03.
American Express Cent.	4	$3,697.16 $3,564.49	Debtor's name; last 4 digits of acct and SS; amt due Jan-Jun.
eCast Settlement Corp.	7	$5,307.18 $5,138.24	Debtor's name & address; last 4 digits of acct; amt due Ap-July; Stm eCAST is assignee of Chase.
Premier Bankcard / CSI	8	$383.38 $315.90	Debtor's name; last 4 digits of SS; acct no.; balance due.
US Bank Corp/Elan	10	$11,661.32 $11,434.86	Stm for 12/02/03; customer view account screen.

Debtor's objections to the proofs of claim are as set forth below. Debtor asserts that because of the following deficiencies, the claims should be disallowed, even though, as shown in the foregoing table, each of the claims is listed on Debtor's Schedule F in an amount not significantly different from the proof of claim amount. In addition, Debtor's schedule did not identify the claims as disputed.

CREDITOR/ OBJ DOC	OBJECTIONS
Bank One, Delaware NA	No writing on which claim is based attached to POC; box in question 4 on POC not checked and no information regarding interest or other charge as provided.
American Express Cent.	Box in question 4 not checked and no itemization of interest and other charges in attachment; and no writing on which claim is based attached to the POC.
eCAST Settlement	No document to support assignment to eCAST; box in question 4 not checked and no itemization of interest and other charges in attachment; no writing on which claim is based attached POC; and official form modified by a new paragraph 8.
Premier Bankcard/CSI	No documentation showing that CSI is agent for Premier Bank; box 5 on POC not checked and no itemization of interest; no writing on which claim is based; and official form modified with new paragraph 7.
US Bank Corp./ Elan	No documentation whether Elan is agent or assignee; Box 5 on POC not checked and no itemization of interest; and no writing on which claim is based.

Section 501(a)[5] provides that a creditor having a claim[6] may file a proof of claim in a debtor's case. "A proof of claim is the creditor's statement as to the amount and character of the claim."[7] In a Chapter 13 case, an unsecured creditor must file a proof of claim to participate in distribution of the estate.[8] A claimant filing a proof of claim must allege facts sufficient to support a legal basis for the

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[5] 11 U.S.C.A. § 501(a). Hereafter, references to the Bankruptcy Code in the text shall be to the Code section only.

[6] A "claim" is defined as a "right to payment . . . or . . . right to an equitable remedy." 11 U.S.C.A. § 105(a).

[7] *Agricredit Corp. v. Harrison (In re Harrison)*, 987 F.2d 677, 680 (10th Cir. 1993).

[8] Fed. R. Bankr. P. 3002(a).

claim, and if the claim satisfies this standard of sufficiency, the claim is *prima facie* valid.[9] Such validity has two primary results. First, pursuant to section 502(a), a *prima facia* proof of claim is deemed allowed unless a party in interest objects.[10] Second, if a party in interest objects to a *prima facia* claim pursuant to section 502(b), the objecting party has the burden of going forward with evidence supporting the objection.[11] Stated differently, "to overcome this prima facie effect, the objecting party must bring forward evidence equal in probative force to that underlying the proof of claim."[12] State law determines the party on whom the ultimate burden of proof is placed.[13]

Rule 3001 generally governs the procedure for preparing and filing a proof of claim. The relevant portions of the rule provide as follows:

> (a) **Form and Content**. A proof of claim is a written statement setting forth a creditor's claim. A proof of claim shall conform substantially to the appropriate Official Form.
>
> (b) **Who May Execute.** A proof of claim shall be executed by the creditor or the creditor's authorized agent except as provided in Rules 3004 and 3005.
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> (c) **Claim Based on a Writing**. When a claim, or an interest in property of the debtor securing the claim, is based on a writing, the original or duplicate shall be filed with the proof of claim. If the writing

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[9] 11 U.S.C.A. § 502(a); Fed. R. Bankr. P. 3001; *see In re Mid-American Waste Sys., Inc.*, 284 B.R. 53, 65 (Bankr. D. Del. 2002).

[10] *In re Broadband Wireless Int'l Corp.*, 295 B.R. 140, 145 (10th Cir. BAP 2003).

[11] *Id.*

[12] *Fullmer v. United States of America (In re Fullmer)*, 962 F.2d 1463, 1466 (10th Cir. 1992) *overruled on other grounds, Raleigh v. Illinois Dep't of Revenue*, 530 U.S. 415 (2000).

[13] *See Raleigh v. Illinois Dep't of Revenue*, 530 U.S. at 1958.

> has been lost or destroyed, a statement of the circumstances of the loss or destruction shall be filed with the claim.
>
> (e) **Transferred Claim.**
> (1) Transfer of Claim Other Than for Security Before Proof Filed. If a claim has been transferred other than for security before proof of the claim has been filed, the proof of claim may be filed only by the transferee or indenture trustee.

The official proof of claim form is Form B10. It is entitled to the same deference and weight as the Bankruptcy Rules.[14] In paragraph 9, Form B10 states:

> **Supporting Documents**: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of liens. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

The instructions on the reverse side of the proof of claim form include the following regarding supporting documents:

> You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed, or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

The Court will now consider whether the proofs of claim in issue satisfy the foregoing standards.

LEGAL ANALYSIS AND CONCLUSIONS OF LAW.

A. For a Claim Based upon a Credit Card Debt, what Attachments to the Proof of Claim are Required by Rule 3001 and Official Form 10?

1. The Writing upon which the Claim is Based.

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[14] *In re Cluff*, 313 B.R. 323, 335 n.37 (Bankr. D. Utah 2004).

Rule 3001(c) provides that "[w]hen a claim . . . is based on a writing, the original or a duplicate shall be filed with the proof of claim." The Debtor argues that the writing requirement is not satisfied with respect to any of the proofs of claim because none include a copy of the cardholder agreement. Debtor urges that neither summaries of accounts nor copies of monthly statements on Debtor's accounts for several months satisfy this requirement.[15] Creditors American Express and eCAST argue that the writing supporting their claim are voluminous, comprised of, at a minimum, the account application, the account agreement and any amendments, sales receipts, payment records, and monthly statements. They contend a summary is therefore appropriate under Official Form B10. Creditor Bank One argues that Rule 3001 requires only substantial conformity to Official Form B10 and does not mandate that all supporting documents be attached.

Reported cases addressing the requirements for a proof of claim on a credit card debt unanimously conclude that such a claim is based upon a writing.[16] They further address what attachments will suffice. Judge Judith A. Boulden of the Bankruptcy Court of Utah in *Cluff* held that both the underlying credit card agreement and the actual use of the line of credit creates the obligation to

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[15] U. S. Bank Corp's proof of claim number ten included a copy of the statement for Debtor's account for December 2003. In response to Debtor's objection to proof of claim four, counsel for American Express Centurion filed a response which included copies of Debtor's account statements for the months of January 2003 through March 2004. Counsel for eCAST by letter to Debtor's counsel, transmitted copies of Debtor's account statements for September 2003 through January 2004. Proof of claim eleven, amending proof of claim three filed by Bank One, Delaware, included statements for twelve months.

[16] *E.g., In re Cluff*, 313 B.R. at 334; *In re Henry*, 311 B.R. 813, 817 (Bankr. W.D. Wash. 2004); *In re Armstrong*, 320 B.R. 97, 104 (Bankr. N.D. Tex. 2005); and *In re Kemmer*, 315 B.R. 706, 714 (Bankr. E.D. Tenn. 2004) .

repay.[17] Therefore, in order to comply with the writing requirement of rule 3001(c), the credit card company would have to attach a copy of the credit card agreement and a document evidencing each transaction.[18] Finding such documentation to be voluminous, the *Cluff* court concluded that a summary of transactions would be sufficient to comply with the rule and held:

> To provide parties with sufficient information to ascertain the basis and accuracy of the creditor's claim, the summary attached to the proof of claim should: (i) include the amount of the debts; (ii) indicate the name and account number of the debtor; (iii) be in the form of the business record or some other regularly reliable format; and (iv) if the claim includes charges such as interest, late fees and attorney's fees, the summary should include a statement giving a breakdown of those elements. These requirements fulfill the purposes of both evidence Rule 1006 and Official Form 10, and gives debtors and trustees sufficient information to ascertain the accuracy and basis of the claim asserted. But using a summary also requires a creditor to make the underlying documents available for examination at a reasonable place and time, and such creditor should not underestimate the Court's willingness to compel them to do so. A summary is also not a substitute for lost documents.[19]

In *Henry*, Judge Karen A. Overstreet of the Western District of Washington held that a creditor is required to submit a copy of the credit card agreement as proof of the existence of the debt and adopted the following general rule:

> [A] creditor must, at a minimum, file with its proof of claim form, but in no event later than in response to a claims objection by the debtor, (i) a sufficient number of monthly account statements to show how the total amount asserted has been calculated, and (ii) a copy of the agreement

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[17] *In* re Cluff, 313 B.R. at 334.

[18] *Id.*

[19] *Id*. at 335-36.

> authorizing the charges and fees included in the claim.[20]

Approximately six months after the *Henry* opinion, Judge Overstreet in *Crowe*[21] and *Vann*[22] clarified her opinion in *Henry* by confirming the ability of creditors to file a summary of the claim when the documentation is voluminous and adopted the guidelines from *Cluff*.

The *Kemmer* court approved of the analysis of *Cluff* and *Henry* and stated the following regarding the requirements for the summary to be attached to a credit card proof of claim:

> A credit card or consumer credit account creditor that attaches to its proof of claim a copy of the monthly statement generated for the debtor's account or a computer-generated statement of the debtor's account at the time of the bankruptcy filing will be entitled to prima facie status, as long as the statement evidences the debtor's name, account number, account balance as of the date of the bankruptcy filing, previous balance, finance or other charges for that period, and the annual percentage rate charged on the account. It is not necessary, however, for the creditor to attach a copy of the actual account agreement, as the court recognizes that credit card and consumer credit accounts or initially opened by virtue of these account agreements, whereby the creditor may charge interest on any outstanding balance, in addition to late fees, over- the-limit fees, cash advances, and the like.[23]

Finally, the court in *Armstrong* adopted a similar rule, as follows:

> [I]n the case of a credit card or consumer account creditor, in order for the proof of claim to be given *prima facie* effect, the creditor must attach an account statement containing the debtor's name, account number, the prepetition account balance, interest rate, and a breakdown of the interest charges, finance of charges and other fees that make up

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[20] *In re Henry*, 311 B.R. at 817-18.

[21] *In re Crowe*, 321 B.R. 729, 732 (Bankr. W.D. Wash. 2005).

[22] *In re Vann*, 321 B.R. 734, 736 (Bankr. W.D. Wash. 2005).

[23] *In re Kenner*, 315 B.R. at 106.

> the balance of the debt, or attach enough monthly statements so that this information can be easily determined.[24]

This Court finds the foregoing cases instructive and holds that a claim held by a credit card company is based upon a writing, that the writing evidencing the claim includes the credit card account agreement and the writings generated for each unpaid transaction. Such writings are voluminous, thereby allowing the creditor to attach a summary to its proof of claim. The credit card creditor need not attach a copy of the account agreement. This Court further holds that the summary may consist of either: (i) The last billing statement sent to the debtor before the date of filing, if that the statement includes the debtor's name, the account number, and the prepetition account balance which the creditor claims is due;[25] or (ii) a computer generated statement of the debtor's account containing the foregoing information. Unlike other courts, this Court holds that the summary need not include the annual percentage rate or the outstanding finance charge on the date of the last statement. In chapter 7 and chapter 13 cases where the unsecured credit card creditor is not entitled to postpetition interest, this information has no value.

A creditor's use of the summary discussed above imposes upon the creditor an obligation to provide a copy of the credit card agreement and further detail concerning the amount due upon request by a person entitled to such information, such as the Trustee or the Debtor. The proof of claim should include a phone number to request additional information.

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[24] *In re Armstrong*, 320 B.R. 97, 106 (Bankr. N. D. Tex. 2005).

[25] If there were transactions between the date of the last statement and the date of filing (on which date the amount of the claim is determined), the creditor will be required to fully support such additional amount of its claim. Because the Debtor will not have received a prepetition statement showing such transactions, at least the amount of detail customarily included in the monthly statement should be provided.

In this case, the summaries attached to the proofs of claim contained all of the information required under the foregoing standard. The attachments to proofs of claim numbers four, seven, and eight each included the Debtor's name, the account number, and the amount due. Proofs of claim three (after amendment by proof of claim eleven) and ten had attached to them a copy of one or more monthly statements, which satisfy the forgoing rule regarding the writing requirement. Each of the proofs of claim included a phone number to contact the creditor or a representative of the creditor.

2. Must the Proof of Claim Itemize Principal, Interest, and Other Charges?

Debtor objects to the credit card companies' proofs of claim because the box in question 4 of Official Form 10 has not been checked to indicate that the claim "includes interest or other charges in addition to the principal amount of the claim." Debtor also objects because, consistent with their failure to check this box, the creditors did not "attach itemized statement of all interest or additional charges" to the proofs of claim. eCAST responds that an itemization is not required because "[b]y any practical characterization, the balance owed on the petition date is all principal, upon which interest and fees are potentially charged during the next billing cycle."

Some courts addressing the proof of claim requirements for credit card creditors have held that itemization is required. For example, the *Cluff* court held a proof of claim deficient because box 4 was not checked and the interest rate was not separately itemized or listed on the statement summary.[26] Other courts, while not addressing the failure to check the box on Official Form 10, require an

[26] *In re Cluff*, 313 B.R. at 338.

itemization.[27] At least one court, in contrast, requires only the attachment of the most recent credit card account billing statement, which customarily would not have a breakdown of finance charges except for the current billing cycle. [28]

This Court holds that a proof of claim filed for a credit card debt is not required to include an itemized statement of all interest and additional charges, even though finance charges are included in the amount of the claim. Credit card finance charges are calculated periodically on the unpaid principal balance, which principal balance generally includes any finance charges from prior periods which have not been paid.[29] In other words, finance charges are capitalized or compounded. This is in contrast to many loans, such as closed end bank loans, where interest accrues only on unpaid principal. Although such lenders maintain separate accountings of outstanding principal and interest, credit card companies generally do not do so for open end credit. Further, for purposes of the allowance of unsecured claims, the Code makes no distinction between principal and accrued finance charges. An itemized statement of all interest and additional charges in not required.

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[27] *E.g.*, *In re Schraner*, 321 B.R. 738, 741 (Bankr. W.D. Wa. 2005) (holding proof of claim deficient because summary attached to proof of claim did not itemize the amount of principal, interest or other charges); *In re Armstrong*, 320 B.R. at 106 (holding that in order for proof of claim to have *prima facie* effect it must include a breakdown of the interest charges, finance charges and other fees that make up the balance of the debt or attach enough monthly statement so that this information can be easily determined).

[28] *In re Kemmer*, 315 B.R. at 716 (copy of statement or computer generated form must include account balance as of the date of the bankruptcy filing, previous balance, finance or other charges <u>for that period</u>, and the annual percentage rate charged on the account).

[29] *See* 12 C.F.R 226.5a(g) (defining balance computation methods for purposes of Reg Z); .K.S.A. 2004 Supp.16a-1-301(1) (defining actuarial method).

3. What evidence of Assignment is Required?

Debtor objects to proof of claim seven filed by eCAST, as assignee of Chase Manhattan Bank, on the basis that no documentation evidencing the assignment was provided, such that one cannot determine whether eCAST is the proper party to file the proof of claim. eCAST responds that it attached a copy of the assignment to its response to Debtor's objection to its claim, and this is sufficient. The Debtor also objects to the proof of claim filed by US Bank Corporation/Elan contending that "[i]t is difficult to ascertain from the Proof of Claim filed, whether Elan is the agent or assignee of US Bank. In either case, no documentation of such agency or assignment is attached to the Proof of Claim."

Generally a proof of claim must be executed by a creditor or the creditor's authorized agent.[30] Also, generally, a debtor will be familiar with the identity of his or her creditors. The assignment of a claim substitutes a new creditor for one previously dealt with by the debtor. When the assignment occurs shortly before or after the bankruptcy filing, the debtor will list the claim on his or her schedules using the original creditor's name and will be anticipating a claim in the name of the original creditor. Hence, absent evidence of the assignment, the assignee's proof of claim may appear bogus and unrelated to the claims listed by the debtor. Where the debtor had no or limited prepetition dealings with the assignee, there would be grave potential for fraud if debtors and trustees were not routinely provided with evidence of assignment to assist in their review of claims. At least two other courts have held that evidence of the assignment of a credit card claim is required under similar circumstances.[31] This Court

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[30] Fed. R. Bankr. P. 3001(b).

[31] *In re Armstrong*, 320 B.R. at 106–107; *In re Hughes*, 313 B.R. 205, 210-11 (E.D. Mich. 2004).

holds that when a claim has been assigned and there is no meaningful history of transactions between the debtor and the assignee, a proof of claim must include evidence of the assignment and failure to provide such evidence will result in a loss of the proof of claim's *prima facie* validity.

The Court finds that the copy of the assignment provided by eCAST when responding to the Debtor's objection to eCAST's' proof of claim as assignee of Chase Manhattan Bank is sufficient when considered in light of the proof of claim filed by eCAST. That assignment is on Chase Manhattan Bank letterhead, is dated January 1, 2003, and states in part as follows:

> Chase Manhattan Bank USA, National Association (the "Seller"), for value received, without recourse, assigns, sells and delivers to eCAST Settlement Corporation, (the "Buyer") all rights, title and interest in and to (i) all unsecured consumer line of credit accounts now or formally known as Chase Advantage Credit Account, Cash Elite, Check Credit, Credit on Demand, or Gold Cardmember Accounts and consumer credit card accounts (the "Accounts") which are described on computer files furnished by the Seller to the Buyer on a monthly basis and (ii) all proceeds of such Accounts after the date the applicable computer file was delivered to Buyer.

This assignment provides a contractual basis for the claim. In addition, the proof of claim identifies the creditor as "eCast Settlement Corporation, as assignee of Chase Manhattan Bank USA" and states the account number as ********4424. This is sufficient information for the Debtor and Trustee to identify the assigned claim for purposes of comparison of eCAST's claim with the Debtor's known unsecured claim holders and with claims filed by other parties. It provides sufficient information to detect possible fraudulent claims. This Court rejects an argument that a specific assignment of the individual account must be evidenced by attachments to the proof of claim. This Court agrees with the following analysis in *Hughes:*

> To require the assignee of credit card debt to produce voluminous account information for every claim imposes an unnecessary burden on creditors without conferring any necessary benefit on Debtors. The sale of credit card debt is commonplace in our economy, but in most cases, the fact that a sale has occurred should not prevent the Court from resolving claims in as speedy and inexpensive manner as possible.
>
> In the event the claimant is an assignee of a debtor's original creditor, a claimant must attach a signed copy of the assignment and sufficient information to identify the original credit card account.[32]

The Court therefore holds that eCAST's proof of claim seven, as supplemented by the evidence of assignment submitted in response to the objection, satisfies the requirement of evidence of a contractual right to payment by an assignee.

The foregoing requirement of attachment of evidence of assignment is applicable when a claim is filed by person other than the original credit card company. Proofs of claim eight (Premier) and ten (US Bank), to which Debtor also objects based on absence of documentation of agency or assignment, do not fall within this category. Proof of claim eight identifies the creditor as Premier Bankcard and mentions CSI only as part of the address. Proof of claim ten identifies the creditor as " US Bank Corp./ELAN." The Debtor's Schedule F lists the creditors as First Premier Bank and US Bank, the same creditors who filed the proofs of claim. No evidence of assignment is required.

4. Are Proofs of Claim 7 and 8 Defective Because of the Amendment of Paragraph 9?

Debtor contends that proofs of claim seven (eCAST) and eight (Premier) are defective because they include an amendment to the paragraph Official Form 10 concerning supporting documents. The Debtor does not present argument or authorities on this issue, and the creditors fail to respond to this

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[32] *In re Hughes*, 313 B.R. at 212.

specific objection.

Official Form 10 provides:

> **Supporting Documents**: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

The proofs of claim filed by the two creditors include the following in lieu of the standard language on the lower right hand side of the proof of claim form:

> SUPPORTING DOCUMENTS. Itemized monthly statements of account were mailed to the debtor pre-petition; claimant maintains copies of said documents on microfilm or image processing and reproduction of the same absent a dispute as to the balance would be unduly time consuming and burdensome; nevertheless, when an interested party so requests, claimant will search its records to provide copies of said month accounts statements. To request further documentation, please call Becket & Lee, LLP at 1-800-962-6030 and ask to speak to the Claims Servicing Supervisor. Claim may include contractual interest and/or late charges.

The Court holds that the creditors' amendments do not result in substantial noncompliance with the procedural requirements for filing proofs of claim. In fact, the amendments contain important information, particularly the manner in which further documentation can be requested. As stated above, this Court requires this information if a creditor elects to provide a summary rather than copies of documentation supporting its claim. As a procedural matter, however, the Court would prefer this information be included in the attached summary, rather by amendment of the proof of claim Official Form 10.

B. Summary of Proof of Claim Requirements for Credit Card Debt.

As stated above, this Court holds that the writings evidencing a claim for payment of a credit card debt are voluminous and such a creditor may attach a summary to its proof of claim. The credit card creditor need not attach a copy of the account agreement. The summary may consist of either: (i) The last billing statement sent to the debtor before the date of filing, if the statement includes the debtor's name, the account number, and the prepetition account balance which the creditor claims is due; or (ii) a computer generated statement of the debtor's account containing the foregoing information. There need not be an itemization of interest and other charges. The claimant must provide a phone number for the obtaining of additional information supporting the claim and provide such information reasonably requested by a party in interest. If a claim has been assigned and the Debtor does not have a meaningful history of dealing with the assignee, evidence of the assignment must be included.

CONCLUSION DENYING DEBTOR'S OBJECTIONS AND ALLOWING CLAIMS.

All of the proofs of claim to which Debtor objects satisfy the foregoing requirements. The Debtor's objections to proofs of claim three (as amended by proof of claim eleven), four, seven, eight, and ten are hereby denied. Because the Debtor's objections address only the legal sufficiency of the filings, and do not address any issues as to the amount of the claims, the Court hereby rules that each of the creditors holds an unsecured nonpriority claim in the amount set forth in their respective proofs of claim as follows: Bank One, Delaware - $2,136.64; American Express Centurion Bank - $3,687.16; eCast Settlement Corp.- $5,307.18; Premier Bank/CSI - $383.38; and US Bank Corp/Elan - $11,661.32.

IT SO ORDERED.

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