

proceedings pursuant to 28 U.S.C. §§ 1334 and 157(b)(2)(B) and (L). This Memorandum Opinion and Order constitutes the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052.

I. FACTUAL BACKGROUND

The Standing Chapter 13 Trustee objected to confirmation of the chapter 13 plans in the above-captioned cases, contending that the debtors did not propose the plans in good faith, since the debtors had filed blanket objections to all or most of the claims filed in their cases on the ground that the claimants had not provided sufficient documentation in support of their claims. On January 18, 2005, the bankruptcy judges of the Dallas Division of the Northern District of Texas jointly entered a Memorandum Opinion and Order on Confirmation or Dismissal of Chapter 13 Cases Arising from Objections to Claims in each of eight cases.² See *In re Armstrong*, 320 B.R. 97 (Bankr. N.D. Tx. 2005). While familiarity with the *Armstrong* decision is assumed, a summary of the holding is appropriate.

In essence, the *Armstrong* Court held that in the case of a credit card or consumer account creditor, in order for a 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 charges and other fees that make up

the Court believes that it can rule on the motions to amend without further hearings.

² The eight cases were *In re Armstrong*, Case No. 03-35406-HDH-13, *In re Rochester*, Case No. 03-32184-BJH-13, *In re Manasan*, Case No. 03-34099-BJH-13, *In re Springer*, Case No. 03-33113-BJH-13, *In re Wilson*, Case No. 03-38167-BJH-13, *In re Pittman*, Case No. 03-34137-SAF-13, *In re Braggs*, Case No. 03-34189-SAF-13, and *In re Edgar*, Case No. 03-36770-SAF-13. The issues remain live in only the *Armstrong*, *Rochester* and *Manasan* cases, however. In the *Springer*, *Wilson*, *Braggs* and *Edgar* cases, the plans have now been confirmed and orders have been entered disposing of the objections to claims. The debtors in the *Pittman* case converted their case to one under chapter 7 on April 14, 2005.

the balance of the debt, or attach enough monthly statements so that this information can be easily determined. The Court noted that the failure to attach the required information will result in the loss of the claim's *prima facie* validity, but will not result in disallowance of the claim. As to transferred claims, the *Armstrong* Court also held that "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." *Armstrong*, 320 B.R. 97, 106 (Bankr. N.D. Tx. 2005). The Court further noted that in the "event duplicate claims are filed, or there is a material discrepancy in the amount scheduled by a debtor and the claim filed by the assignee of a credit card creditor, further documents or an evidentiary hearing may be required." *Id.* Lastly, the Court in *Armstrong* ruled that a debtor acts in good faith by objecting to a proof of claim that lacks the requisite documentation. But, the Court went on to offer some guidance with respect to the factors the Court would consider in determining the debtor's good faith should the debtor continue to pursue his objection after the creditor provided the requisite documentation.

Shortly after the Court's decision in *Armstrong*, eCAST filed a "Motion to Amend Memorandum Opinion and Order Arising from Objections to Claims" (the "First Motion to Amend"). In the First Motion to Amend, eCAST requested that the Court reconsider its ruling with respect to transferred claims. Specifically, eCAST requested that the Court reconsider its holding that a copy of an assignment document must be attached to the proof of claim. eCAST relied upon Fed. R. Bankr. P. 3001(e) in the First Motion to Amend, and argued that it does not require that evidence of a transfer be attached to a proof of claim. eCAST pointed out that a prior version of Rule 3001(e) had contained such a requirement when it stated:

If the claim has been transferred after the filing of the petition, the proof of claim shall be supported by (A) a statement of the transferor acknowledging the transfer and

stating the consideration therefor or (B) a statement of the transferee setting forth the consideration for the transfer and why the transferee is unable to obtain the statement from the transferor.

eCAST argued that the deletion of that sentence from the present version of Rule 3001(e) is evidence that a creditor no longer needs to attach a copy of the assignment. eCAST also directed the Court to the Advisory Committee Note in support of the 1991 amendment of Rule 3001(e) (which deleted the sentence), which states that “if the claim has been transferred prior to the filing of a proof of claim, there is no need to state the consideration for the transfer or to submit other evidence of the transfer.” Finally, eCAST argued that pursuant to Rule 3001(e)(2), holders of claims transferred *after* a proof of claim has been filed need not document the terms of the transfer. Therefore, according to eCAST, holders of claims transferred prior to the filing of a proof of claim should not be required to attach a copy of the assignment or other transfer document either.

The Court rejected these arguments in its Order Denying Motion to Amend Memorandum Opinion and Order (the “Order Denying Motion to Amend”), dated February 2, 2005. The Court reasoned that Rule 3001(e)

concerns the relationship between the transferor and transferee of the claim. The Court’s decision addresses Rules 3001(a) and (c), not Rule 3001(e), and determines the documentation required for a proof of claim to constitute *prima facie* evidence of the validity and amount of the claim under Rule 3001(f). Those rules focus on evidentiary considerations for the allowance of the claim, not on who holds the claim. The reasons for the requirements of Rule 3001(e) do not inform the court’s analysis of the reasons for the requirements of Rules 3001(a) and (c), for establishing the evidentiary presumption of Rule 3001(f).

The Court therefore ruled that eCAST had not established a manifest error of law or fact under Fed. R. Bankr. P. 59(e).

The *Armstrong* Court directed the Standing Chapter 13 Trustee to notice a status conference on confirmation and the claims objections in each of the eight affected cases, prior to which the

parties were to confer and attempt to resolve the outstanding issues consistent with the Court's rulings. The Standing Chapter 13 Trustee did so and, as a result of those status conferences, the plans in four of the eight cases involved in *Armstrong* have been confirmed and the claims objections have been resolved. A fifth case has been converted to one under chapter 7. In the remaining three cases, two of which involve the above-captioned debtors (the "Debtors"), eCAST has filed another "Motion to Amend and Memorandum of Law" (the "Second Motion to Amend"). eCAST asks the Court to reconsider its ruling that a transferee of a claim must attach to its proof of claim evidence of the transfer, arguing the same grounds it argued in the First Motion to Amend.

As relevant here, and in connection with the post-*Armstrong* status conferences, eCAST provided the Debtors with further documentation in support of its proofs of claim, including copies of assignments and underlying account documents. While the Debtors no longer object to the amount of eCAST's claims – *i.e.*, the Debtors agree that they owe the original holder of the claims the amounts now claimed by eCAST, the Debtors continue to object, arguing that eCAST has failed to prove that it owns the claims. Because the Debtors and eCAST were unable to resolve all of their differences, further hearings were held on May 5, 2005, at which eCAST asked this Court to determine that its documentation is now sufficient to clothe its proofs of claim with *prima facie* effect.³ The Debtors continued to object and asked that eCAST's claims be disallowed.

II. LEGAL ANALYSIS

A. The Second Motion to Amend

The Second Motion to Amend, which does not cite to any particular rule in support of the

³ At the May 5, 2005 hearing, the Court asked that the supporting documents which had been provided to the Debtors be provided to the Court. By agreement, the documents were provided to the Court on May 9, 2005.

relief it seeks, was filed more than ten days after the entry of the order it asks the Court to amend. However, the Court may treat an untimely Rule 59(e) motion as if it were a Rule 60(b) motion if the grounds asserted in support of the Rule 59(e) motion would also support Rule 60(b) relief. *Halicki v. Louisiana Casino Cruises, Inc.*, 151 F.3d 465 (5th Cir. 1998); *see also In re Stangel*, 68 F.3d 857 (5th Cir. 1995) (stating that motions for reconsideration or rehearing that are served more than ten days after judgment is entered are generally decided under Rule 60(b)). Rule 60(b) can be used to correct judicial error. “When a judicial decision contains an obvious error of law, apparent on the record, then the error may be corrected as a mistake pursuant to Rule 60(b). The error of law must involve a fundamental misconception of the law or a conflict with a clear statutory mandate.” *In re Grimland, Inc.*, 243 F.3d 228, 233 (5th Cir. 2001).

After considering eCAST’s arguments, the Court does not believe that an error of law has been committed. Accordingly, the Second Motion to Amend will be denied.

As the court noted in *In re Hughes*, 313 B.R. 205, 210, (Bankr. E.D. Mich. 2004), “Rule 3001(e) sets forth the process for resolving claim disputes between a transferee and transferor. It cannot be relied on . . . to justify the failure to attach a copy of the written contract underlying the claim.” This Court agrees with the *Hughes* court, and adheres to its original determination in *Armstrong*. Rule 3001(e) speaks to the relative rights as between a transferor and a transferee. It does not address the proper evidentiary basis for a proof of claim as against the debtor. Simply put, under Rule 3001(e), once a creditor has come forward and asserted a right to payment from the estate by filing a proof of claim, the rule requires that a different party asserting that same right must file evidence of the transfer in order to show that it now holds the right to payment. Rule 3001(e) provides that the clerk then sends notice and an opportunity to object to the original claimant

(notably, not to the debtor), so that the original claimant may appear and contest the validity of the purported transfer. If, however, the original creditor has never asserted a right to payment from the estate by filing a proof of claim, then evidence of a transfer is not required. As the Advisory Committee Note makes clear, the intent of the drafters in amending the rule was to remove bankruptcy courts from the business of policing claims traffic. The bankruptcy court's role has been eliminated except where there is a dispute between a transferor and a transferee which affects the estate – *i.e.*, where both are claiming a right to payment. Therefore, no evidence of a transfer is required where no proof of claim has been filed prior to the transfer. The bankruptcy court will make a judicial determination as between competing claimants only where the transferor objects to the transferee's assertion that a transfer has taken place. In short, Rule 3001(e) simply addresses the relative rights of a claim transferee and transferor.⁴ In contrast, subsections (a), (b), (c) and (d) of Rule 3001 address what is required to assert a claim against the debtor, and to have that claim accorded *prima facie* effect.

Even assuming that eCAST is correct – *i.e.*, that Rule 3001(e) does not require an entity who purchases or takes an assignment of a claim before a proof of claim is filed to file evidence of the transfer, Rule 3001(e) does not purport to excuse a creditor's compliance with the other subsections

⁴ The Court therefore respectfully disagrees with *In re Relford*, No. 03-22614-JKC-13, 2005 WL 994573 (Bankr. S.D. Ind. April 19, 2005), cited by eCAST. eCAST also cites the Court to *In re Great Western Cities, Inc. of New Mexico*, 107 B.R. 116 (N.D. Tx. 1989), a decision which he argues is analogous and portends the District Court's view of this issue. The issue in *Great Western Cities* was whether an attorney executing a proof of claim on behalf of clients must provide proof of his agency under Rule 3001. The District Court said proof of agency was not required. However, it did so for reasons not relevant here. First, Rule 3001 expressly permits an agent to execute a proof of claim. Second, Rule 9010(a) establishes the authority of a creditor to act through an agent or attorney. And, Rule 9010(c) expressly says that the authority of any agent or attorney to represent a creditor for any purpose *other than the execution and filing of a proof of claim* shall be evidenced by a power of attorney. The District Court viewed the exception of the filing of proofs of claim to be significant and ruled that creditors are not required to present independent proof of their agent's authority until the Trustee adduces evidence calling that authority into question. Here, eCAST is not trying to act as agent; it is trying to substitute as principal, and there is no express statement, as there was in Rule 9010(c), that it need not provide evidence of its authority to do so.

of Rule 3001. While eCAST argues that Rule 3001(c) does not require it to attach a transfer document to its proof of claim, the Court disagrees. Rule 3001(c) states that when a claim is based on a writing, the original or a duplicate shall be filed with the proof of claim. Here, eCAST's claims are clearly based on certain writings – *i.e.*, the assignment or other transfer document along with the underlying account documents. eCAST is not the original creditor – it is an entity trying to step into the original creditor's shoes by virtue of a written agreement between them, to which agreement the Debtors were not a party. In short, eCAST's claims against the Debtors are based on that written assignment.⁵ Therefore, Rule 3001(c) expressly requires that an original or duplicate of that writing be filed with eCAST's proof of claim.

Nor is the Court persuaded by eCAST's argument that Rule 3001(a) does not require it to file evidence of a transfer. eCAST correctly notes that Rule 3001(a) provides that a proof of claim shall conform substantially to the appropriate Official Form. eCAST points to Item 9 of the Official Form for a proof of claim, entitled "Supporting Documents," which provides that a claimant must "[a]ttach 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." Since the word "assignments" is absent from the list in Item 9, eCAST argues that an assignment need not be attached. However, in light of the Form's beginning explanatory phrase – *i.e.*, "such as," the Court does not view the list as exhaustive, but rather as illustrative of the types of supporting documents which must be attached.

⁵ Of course, eCAST, as an entity stepping into the shoes of the original creditor, is required to attach whatever documents the original creditor was required to attach. The Court has set forth those requirements in *Armstrong*. It is because eCAST is once removed from the original contract with the Debtors that it is required to file additional evidence – *i.e.*, evidence of the transfer of the original creditor's claim to eCAST.

Lastly, eCAST urges the Court to reconsider its ruling because, in its view, the Court's ruling places unnecessary and undue burdens on debt purchasers, and that the Court's concerns about the integrity of the claims process can be protected in other ways.⁶ However, "the fact that a party's business practices make it difficult to produce evidence to prove its case does not permit courts to ignore evidentiary rules in deciding a disputed matter." *In re Shank*, 315 B.R. 799, 810 (Bankr. N.D. Ga. 2004).

For these reasons, the Second Motion to Amend is denied.

B. The Sufficiency of eCAST's Documentation

eCAST has provided the Court and the Debtors with further documents in support of its claims, including copies of the documents it says transferred the claims against the Debtors to eCAST, along with the underlying account information. The assignments are blanket assignments, with no information specific to the accounts being assigned other than a general reference to accounts described on "computer files furnished by Seller to Buyer" or those set forth in the "Notification File." *See* pp. 10-12, *infra* (where assignment language is quoted). Because the assignments and supporting documents provided by eCAST generally fall into three categories, each category will be discussed below.

The first, and easiest, category of documents is where the blanket assignment identifies an assigning party that is listed as a creditor on the Debtors' schedules. For example, in the Rochester

⁶ For example, eCAST points out that notice of a bankruptcy filing is sent to the original creditor, because the original creditor is the one listed on the schedules and matrix. eCAST argues that if the original creditor hasn't assigned its claim, it can come to court and protect itself in the event that someone improperly files a proof of claim for the debt owed to the original creditor. However, that argument overlooks the fact that the rules respecting the quantum of proof needed to assert a claim against the estate are not designed to protect the creditor. Rather, the "purpose of the rules regarding claims is to require creditors to provide sufficient information so that a Debtor may identify the creditor and match the creditor and the amount of the claim with the claims scheduled by the Debtor." *In re Hughes*, 313 B.R. 205, 212 (Bankr. E.D. Mich. 2004).

case, eCAST filed a proof of claim as “assignee of Providian Bank.” It has provided an Assignment of Accounts dated March 7, 2003, which identifies Providian National Bank as the assignor and eCAST as the assignee. The assignment provides in full as follows:

Providian National Bank (“Seller”), for value received, without recourse, transfers, sells, assigns, conveys, grants and delivers to eCAST Settlement Corporation (“Buyer”) all right, title and interest in and to (i) each of Seller’s unsecured consumer credit accounts which are described on computer files furnished by Seller to Buyer in connection herewith; and (ii) all proceeds of such accounts (each, an “Account”) after the date of the Seller’s delivery of the computer file containing such Account.

Each of the obligations of Seller required to be performed by Seller on or prior to the date hereof pursuant to the terms of the Master Forward Flow Purchase Agreement dated as of March 7, 2003, between Seller and Buyer (the “Agreement”) has been duly performed in all material respects; and all representations and warranties of Seller made under the Agreement are true and correct in all material respects as of the date hereof.

eCAST has also submitted copies of several Providian Visa Card statements addressed to the Rochesters, which state that the account is “issued by Providian National Bank.” The Rochesters listed “Providian Visa” on Schedule F. The account number identified in the account statements matches the one the Rochesters listed on Schedule F. Notwithstanding this evidence, the Rochesters continue to assert that eCAST’s proof of claim and supporting documents are insufficient because the blanket assignment does not identify with specificity the particular accounts being assigned and, therefore, there is no evidence in the record that the Rochesters’ account was among those assigned to eCAST.

This exact argument was addressed, and rejected, in *Hughes*, 313 B.R. 205, 211 (Bankr. E.D. Mich. 2004). The assignments in *Hughes* were virtually identical to the one at issue here, and the *Hughes* court held them to be sufficient evidence of an assignment, even though the assignments failed to specifically identify the debtor’s credit card account, when it stated:

These documents verify that Debtor's original creditors routinely sell their credit card accounts to eCAST. The Court holds that these documents establish the contractual basis for eCAST's claims against the debtor. The assignments in conjunction with the information provided with the original claims (ie., account number and account balance) are sufficient to establish the validity of the claims. Debtor argues that the assignments are insufficient because the assignments fail to specifically identify Debtor's credit card accounts. The Court is not persuaded by Debtor's argument. Debtor does not dispute that she owes the credit card debts at issue. . . . The court notes that the [claims] refer to the same credit card account numbers and approximate account balances as stated by Debtor in her schedule F.

Id. at 211. Thus, the *Hughes* court concluded that the documentation was sufficient to satisfy the purpose of Rule 3001, which is to give the debtors enough information to identify the creditor and match the creditor and the amount of the claim with their schedules. *Id.* at 212.

This Court agrees and holds that a blanket assignment, when coupled with copies of the underlying account documents, is sufficient documentation to support the *prima facie* effect of the proof of claim where the entity identified as the assignor is the same entity as the one identified as the creditor on the underlying account documents and the Debtors' schedules. As relevant to the Debtors' cases, this means that the Debtors' objections to the following claim now held by eCAST is overruled: Claim No. 26 in Case No. 03-32184-BJH-13.

The second category of documents is where the blanket assignment identifies an assignor that is not listed as a creditor on the Debtors' schedules, but the additional documents submitted with the assignment provide a basis to link the two different entities. For example, eCAST has filed a proof of claim in the Rochester case as "assignee of General Electric/JCP Consumer." The Rochesters list "JC Penney" as a creditor on their schedules. In support of its assertion that the JC Penney claim against the Rochesters has been assigned to it, eCAST has provided a Bill of Sale, which identifies several entities (none of whom are JC Penney) as assignors and eCAST as the assignee. The assignment provides in full as follows:

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of June 24, 2002, by and between Monogram Credit Card Bank of Georgia, Montgomery Ward Credit Corporation, GE Capital Financial Inc., General Electric Capital Corporation (each, a "Seller"), and eCAST Settlement Corporation ("Buyer"), upon each Transfer Date (as defined in the Agreement) Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification File (as defined in the Agreement), delivered by Seller to Buyer between December 25, 2002 and January 24, 2003, and as further described in the Agreement.

eCAST has also submitted copies of JC Penney's account statements addressed to the Rochesters, which bear the same account number as the one listed on the Rochesters' Schedule F. There is a notation printed on the account statements which reads "Remit to MCCBG-JCPENNEY." Therefore, notwithstanding the fact that the assignment does not identify JC Penney as an assignor, it is possible from a review of the documents to conclude that the "MCCBG" referenced on the account statement is Monogram Credit Card Bank of Georgia, an assignor listed on the Bill of Sale. Thus, the Court concludes that these documents evidence a sufficient link between the entity listed on the Rochesters' schedules and the assignor of accounts to eCAST. A review of these documents enables the Debtors to match the creditor on their schedules with eCAST. As relevant to the Debtors' cases, this means that the Debtors' objections to the following claims now held by eCAST are overruled: Claim Nos. 6 (Wal-Mart) and 9 (JC Penney) in Case No. 03-32184-BJH-13.

The third category of documents is where the blanket assignment identifies an assignor that is not listed as a creditor on the Debtors' schedules and the additional documents submitted with the assignment do not provide a basis to link the two. For example, in the Rochester case, eCAST has filed a proof of claim as "assignee of General Electric Private Label/Sam's Club Consumer." The debtors list "Sam's Club" on their schedules. In support of its assertion that the Sam's Club claim

against the Rochesters has been assigned to it, eCAST has provided a Bill of Sale which identifies several entities (none of whom are Sam's Club) as assignors and eCAST as the assignee. The assignment provides in full as follows:

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of June 24, 2002, by and between Monogram Credit Card Bank of Georgia, Montgomery Ward Credit Corporation, GE Capital Financial Inc., General Electric Capital Corporation (each, a "Seller"), and eCAST Settlement Corporation ("Buyer"), upon each Transfer Date (as defined in the Agreement) Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification File (as defined in the Agreement), delivered by Seller to Buyer between December 25, 2002 and January 24, 2003, and as further described in the Agreement.

eCAST has also submitted a "Verification of Itemized Statement," which appears to be a computer printout identifying Mrs. Rochester and referring to a Sam's Club account number which matches the one on the Rochesters' Schedule F. However, there is nothing on the printout which links Sam's Club with any of the assignors listed in the Bill of Sale. The Rochesters would not be able to review the assignment and supporting documents and conclude that there is any relationship between the different entities listed in each.

In the absence of this evidentiary link, the Court concludes that eCAST has not provided sufficient supporting documentation such that its proof of claim constitutes "*prima facie* evidence of the validity and amount of the claim." Fed. R. Bank. P. 3001(f). Thus, unless eCAST can come forward with additional evidence to support its right to assert the Sam's Club claim against the Rochesters, the objection will be sustained. As relevant to the Debtors' cases, this means that the Debtors' objections to the following claims will be sustained unless eCAST can come forward with

additional evidence to support its right to assert the underlying claims: Claim Nos. 3, 5, 7 and 15⁷ in Case No. 03-32184-BJH-13 and Claim Nos. 6, 9, 10 and 18⁸ in Case No. 03-34099-BJH-13.

CONCLUSION

Because eCAST has not established an error involving “a fundamental misconception of the law or a conflict with a clear statutory mandate,” *In re Grimland, Inc.*, 243 F.3d 228 (5th Cir. 2001), the Second Motion to Amend is denied. With respect to the Debtors’ objections to claims, the Court holds that eCAST has, with respect to certain of its proofs of claim – *i.e.*, those in categories one and two above, provided sufficient documentation such that its proofs of claim constitute *prima facie* evidence of the validity and amount of its claim. Therefore, the burden shifts to the Debtors to produce evidence rebutting the claims, failing which the claims will be allowed. *In re Fidelity Holding Co.*, 837 F.3d 696 (5th Cir. 1988). With respect to those of its proofs of claim which fall into the third category identified above, eCAST has not yet provided supporting documentation sufficient to clothe its claims with *prima facie* validity.

Accordingly, further hearings to consider confirmation of the Debtors’ plans and the remaining claim objections shall be held on July 18, 2005 at 2:00 p.m. At those hearings, the Debtors will bear the burden to rebut those of eCAST’s claims which fall into the first and second categories identified above. If they are successful, the ultimate burden of persuasion will rest with eCAST. If they are not successful in rebutting eCAST’s claims, those claims will be allowed. With respect to

⁷ With respect to Claim No. 15, in the amount of \$6,165.55, which eCAST filed as assignee of Providian National Bank, eCAST did not provide any documents to support its claim. The account number listed on the proof of claim itself does not match any account number listed on the Debtors’ Schedule F.

⁸ With respect to Claim No. 18, in the amount of \$3,839.39, which eCAST filed as assignee of Household Bank, eCAST did not provide a copy of an assignment or any other supporting documents. The Court notes that the original creditor appears to be Mitsubishi Digital, since the amount scheduled by the Debtors and the account number they list on Schedule F are the same as those on the proof of claim.

those claims falling into the third category identified above, eCAST will be required to provide further documentation showing a link between the assignor of the claims to it and the Debtors' original creditor. If it is able to do so, the Debtors will bear the burden to rebut those claims. If it is not able to do so, then eCAST will bear the ultimate burden to show that its claims are valid as against the Debtors in the amount claimed.

SO ORDERED.

END OF ORDER