UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA

In re,

Samantha Christine Turnage,

C/A No. 22-00205-HB

Chapter 13

Debtor.

ORDER ON OBJECTIONS TO CLAIMS

THIS MATTER is before the Court on the objections to claims filed by Debtor Samantha Christine Turnage.¹ Four objections concern proofs of claim filed by Resurgent Capital Services as the servicer for LVNV Funding LLC (collectively, "LVNV") and one concerns the proof of claim filed by Pink Dogwood 13, LLC ("Dogwood"). LVNV and Dogwood retained the same counsel to respond to the claim objections and appear on their behalf at the hearing.² The objections primarily allege LVNV and Dogwood failed to comply with the requirements of Fed. R. Bankr. P. 3001(c)(1) and 3001(c)(2)(A) and Turnage is entitled to relief pursuant to Fed. R. Bankr. P. 3001(c)(2)(D).

FACTS

Turnage filed a petition for Chapter 13 relief on January 28, 2022, and the deadline for non-governmental units to file proofs of claim was April 28, 2022. In her initial Chapter 13 plan, Turnage proposed to pay 100% of all nonpriority unsecured claims. However, the plan is not yet confirmed.³

LVNV and Dogwood filed timely proofs of claim for nonpriority unsecured obligations owed by Turnage. The debts for these claims were transferred to LVNV and Dogwood post-

¹ ECF Nos. 17-19, 21-22.

² ECF Nos. 23-25, 29-30.

³ The Court denied confirmation of Turnage's initial Chapter 13 plan and provided leave to file an amended plan.

petition. LVNV and Dogwood initially filed their claims as follows without a copy of the loan agreement with Turnage:

- LVNV Claim No. 5: \$6,530.85, Acct. No. 3198 (filed 03/07/2022)
- LVNV Clam No. 7: \$3,378.04, Acct No. 9447 (filed 03/09/2022)
- LVNV Claim No. 8: \$1,180.88, Acct. No. 5582 (filed 03/09/2022)
- Dogwood Claim No. 13: \$12,996.41, Acct. No. 0104 (filed 03/28/2022)
- LVNV Claim No. 17: \$11,348.78, Acct. No. 2469 (filed 04/04/2022)

(collectively, the "Claims"). The only materials LVNV and Dogwood appended to their respective Claims are documents that show LVNV and Dogwood obtained the Claims through post-petition transfers that occurred after Turnage filed her petition and schedules.

In their Claims, LVNV and Dogwood checked "Yes" in response to box no. 7 of the official form, which asks for the amount of the claim and whether that amount includes "interest or other charges" as follows:

7. How much is the claim?	\$ Does this amount include interest or other charges? \Box No
	\boxtimes Yes. Attach statement itemizing interest, fees,
	expenses, or other charges required by Bankruptcy
	Rule 3001(c)(2)(A).

Despite this disclosure, neither LVNV nor Dogwood appended to their respective proofs of claim an account summary itemizing interest, fees, expenses or other charges. Instead of providing a copy of the loan agreement or an itemized statement, LVNV appended only documents detailing its acquisition of its Claims from the original lender and its successors along with a statement disclosing the charge-off date and the principal amount owed plus a "Finance Balance," which "may include interest, fees, or other charges to the account prior to acquisition by LVNV...." Similarly, Dogwood appended transfer documents to its proof of claim, but its statement only disclosed the charge-off date and the outstanding principal balance owed. The materials appended to LVNV and Dogwood's Claims identify the original lender or the initial servicer designated to collect Turnage's loan obligations after origination.

Turnage's schedules and a pre-petition credit report obtained by her counsel reflect the name of the original lender or servicer with the same account numbers that LVNV and Dogwood used for their proofs of claim, but neither LVNV nor Dogwood appear on either. Although Turnage's schedules and credit report identify the same initial original lenders and servicers that are named in the Claims, none of the balances listed on the schedules or credit report matched amounts appearing in LVNV or Dogwood's Claims.

Not recognizing the creditor LVNV or Dogwood, and questioning claim amounts, Turnage filed objections to LVNV's Claims on May 3, 2022, and an objection to Dogwood's Claim on May 13, 2022. In each of the objections, Turnage confirms the loan transactions identified in the Claims are consumer loans.⁴ Turnage objected to all Claims asserting the following defects:

- the Claims lacked copies of the original loan documents, notes, credit application, account statements or account number with the original lender;
- neither LVNV nor Dogwood provided an itemized statement of interest, fees, expenses or other charges despite confirming the inclusion of such items in the claim balance by checking "Yes" to box no. 7 on the official claim form;
- the post-petition transfer of the Claims coupled with LVNV and Dogwood's noncompliance with the filing requirements of Rule 3001 constituted a violation of the Fair Debt Collection Practices Act ("FDCPA"); and
- the Claims are duplicate claims of the original lender and are unenforceable pursuant to 11 U.S.C. § 502(b)(1).

As a remedy, in each objection Turnage requests disallowance of the Claim without leave to amend and demands \$1,200 in attorney's fees and costs plus an additional \$1,000 in statutory penalties for alleged violations of the FDCPA arising from each improperly filed Claim.

⁴ In each objection, Turnage states that she used the credit transactions identified in LVNV and Dogwood's respective proofs of claims "primarily for personal, family, or household purposes to serve …[her] private affairs."

During the hearing on the objections, which were heard jointly, LVNV and Dogwood's counsel mentioned that Turnage's counsel requested documentation concerning Claim Nos. 5, 7, 8, and 17 but did not provide any additional details.

Prior to the hearing but after the objections were filed, LVNV amended its Claims. In amended Claim Nos. 5, 7, and 8,⁵ LVNV appended a copy of the monthly account statements the prior lender sent to Turnage. The monthly statements identify the original account holder and account numbers that are described in Turnage's schedules and her credit report. Further, the statements provide account balances as of November 2021 that are similar to the balances disclosed in the Credit Report for the Claims. The statements show LVNV's Claim Nos. 5, 7, and 8 arise from open-end charge or revolving consumer credit accounts (*e.g.*, credit card accounts).

LVNV, however, did not include a copy of the credit card agreements with Turnage for amended Claim Nos. 5, 7, or 8. During the hearing on the objections, LVNV's counsel noted that LVNV does not have copies of the credit card agreements associated with the Claim Nos. 5, 7, and 8. LVNV's amended claims do not include an itemized statement for any of the interest accruals and charges appearing in the monthly statements appended to those claims.

With respect to Claim No. 17, LVNV's amended claim appended a copy of the original lender's loan agreement with Turnage.⁶ The agreement bears the same loan number that Turnage used to identify a corresponding debt on her schedules, and it includes the same monthly payment appearing on the credit report. The amended claim, however, also does not include an itemized statement of the interest, fees, and other charges assessed to the balance.

⁵ Creditor's Ex. H, Am. Claim No. 5 (filed May 26, 2022); Creditor's Ex. F, Am. Claim No. 7 (filed May 26, 2022); Creditor's Ex. D, Am. Claim No. 8 (filed May 26, 2022).

⁶ Creditor's Ex. B, Am. Claim No. 17 (filed May 26, 2022).

Dogwood has not filed an amended claim. At the hearing, its counsel submitted a copy of the loan agreement Turnage executed to originate the loan associated with Claim No. 13.⁷ Dogwood's loan agreement sets forth the same servicer and monthly payment included on the credit report. During the hearing on the objections, Dogwood's counsel advised that it sought leave from the Court to file an amended claim that complies with the requirements of Rule 3001.

These loan agreements reflect Dogwood's Claim No. 13 and LVNV's Claim No. 17 and concern loan transactions in which the original lender advanced the full amount of the funds borrowed by Turnage upon loan origination. Under Claim Nos. 13 and 17, Turnage would repay the advanced funds over a set term at a fixed interest rate through regularly scheduled monthly payments.

The weight of the evidence that LVNV and Dogwood's counsel submitted at the hearing shows that LVNV and Dogwood are assignees of the creditors who originated the relevant loan obligations appearing on Turnage's schedules, credit report, and LVNV and Dogwood's Claims as obligations that Turnage owes.

Turnage's counsel submitted a handwritten timesheet that lists the time she and her paralegal expended to identify, evaluate and dispute the Claims filed in the name of LVNV and Dogwood. Although she requests \$1,200 in attorney's fees and costs for each of the five objections, a review of the timesheet indicates approximately 20 hours of attorney and paralegal time totaling \$3,316.67 in fees and costs incurred to litigate the merits of all objections. The timesheet does not differentiate the time spent or costs incurred per objection other than entries for "Review obj. to POC #5 final revision" and "Review obj. to POC #7, #8 final revisions" for a total of 20 minutes, and a 10-minute entry for "Review obj. to POC Pink Dogwood for final revisions." Additionally,

⁷ Creditor's Ex. J, Loan Agr. (dated November 8, 2019).

some entries appear to include time spent for counsel's assessment of claims other than those at issue here (e.g., 2 hours to "print and review 22 POC's"), non-billable clerical work (e.g., printing documents), and duplicate work in which counsel and her paralegal appear to have billed for the same tasks (e.g., revising the joint statement of dispute). Further, some of the time reflected would have been necessary to review the claims had they not proven objectionable.

APPLICABLE LAW

JURISDICTION

"The allowance or disallowance of a claim in bankruptcy is a matter of federal law that is left to the bankruptcy court's exclusive exercise of its equitable powers." *In re Travers*, 635 B.R. 273, 278 (Bankr. D.S.C. 2021). "To this end, a creditor who offers his proof of claim, and demands its allowance, subjects himself to the dominion of the court and must abide the consequences." *Id.* (citations omitted). This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334(b). This matter is a core proceeding under 28 U.S.C. § 157(b)(2)(A) and (B), and this Court may enter a final order.

PROCEDURAL REQUIREMENTS FOR FILING A PROOF OF CLAIM

"Rule 3001 sets forth the requirements for a proof of claim." *In re Walton*, 606 F. App'x. 543, 547 (11th Cir. 2015); *see also Travers*, 635 B.R. at 278 ("Rule 3001 of the Federal Rules of Bankruptcy Procedure governs the form and content of a proof of claim filed by a creditor."); *McClain v. Midland Funding, LLC*, C/A No. 15-03419-HB, Adv. Pro. No. 16-80100-HB, slip op. at 5 (Bankr. D.S.C. June 7, 2017). Rule 3001 requires that "when a claim, or an interest in property of the debtor securing the claim, is based on a writing, a copy of the writing *shall be filed with* the proof of claim." Fed. R. Bankr. P. 3001 (c)(1) (emphasis added). If such writing "has been lost or

destroyed, a statement of the circumstances of the loss or destruction *shall be filed with* the claim." *Id.* (emphasis added).

If, however, a claim arises from an open-end or revolving consumer credit agreement, the writing supporting the claim is not required to be filed with the proof of claim. Fed. R. Bankr. P. 3001(c)(1); *see also* Fed. R. Bankr. P. 3001, Advisory Comm. Notes—2011 Amendment II ("To the extent that paragraph (3) applies to a claim, paragraph 1 of subdivision (c) is not applicable. A party in interest, however, may obtain the writing on which an open-end or revolving consumer credit claim is based by requesting in writing that documentation from the holder of the claim."); *Walton*, 606 F. App'x. at 546 (noting the requirements of Rule 3001(c)(1) do not apply "when a claim is based on an open-end or revolving consumer credit agreement such as a credit card, and the claimant does not have a security interest in the debtor's real property" (internal quotations and brackets omitted)). Instead, Rule 3001(c)(3)(A) requires creditors with open-end consumer credit claims to file a statement with the proof of claim that provides the following information:

- (i) the name of the entity from whom the creditor purchased the account;
- (ii) the name of the entity to whom the debt was owed at the time of an account holder's last transaction on the account;
- (iii) the date of an account holder's last transaction;
- (iv) the date of the last payment on the account; and
- (v) the date on which the account was charged to profit and loss.

Fed. R. Bankr. P. 3001(c)(3)(A). Nevertheless, if a written request is made by a party in interest, the writing supporting the open-end or revolving consumer credit claim must be provided within 30 days of that request. Fed. R. Bankr. P. 3001(c)(3)(B).

Under Rule 3001(c)(2), "[i]f, in addition to its principal amount, a claim includes interest, fees, expenses, or other charges incurred before the petition was filed, an itemized statement of the

interest, fees, expenses, or charges shall be filed with the proof of claim." Fed. R. Bankr. P. 3001 (c)(2)(A). Although Rules 3001(c)(1) and (c)(3)(B) provide different filing requirements for openend consumer credit transactions from other consumer loans, Rule 3001(c)(2) does not make such a distinction. Rule 3001(c)(2) broadly provides that its procedures apply generally "[i]n a case in which the debtor is an individual." Fed. R. Bankr. P. 3001(c)(2); *see also McClain*, Adv. Pro. No. 16-80100-HB, slip op. at 6 ("3001(c)(2)(A) does not provide any exception for debt buyers and its disclosure requirements are directed to all creditors in cases where the debtor is an individual"); *Jowers v. Midland Funding, LLC (In re Jowers)*, C/A No. 16-01667-DD, Adv. Pro. No. 16-80101-DD, slip op. at *9 (Bankr. D.S.C. May 24, 2017) ("Rule 3001 is clear that if the claim, or in other words—the underlying creditor's right to payment, includes interest or other charges that were incurred pre-petition, an itemization of these amounts must be included with the proof of claim.").

If a holder of a claim fails to comply with any of the requirements under Rule 3001(c), the Court may take "either or both" of the following actions, after notice and a hearing:

- (i) preclude the holder from presenting the omitted information, in any form, as evidence in any contested matter or adversary proceeding in the case, unless the court determines that the failure was substantially justified or is harmless; or
- (ii) award other appropriate relief, including reasonable expenses and attorney's fees caused by the failure.

Fed. R. Bankr. P. 3001(c)(2)(D); *see Travers*, 635 B.R. at 279 ("If a creditor fails to provide any of the additional information required by Rule 3001(c), then the court may, after notice and hearing, *take either or both of*" the actions listed under Rule 3001(c)(2)(D)(i) & (ii) (emphasis added)); *see McClain*, Adv. Pro. No. 16-80100-HB, slip op. at 7 (noting that the failure to append an itemized statement of interest, fees and other charges to proofs of claim filed with the Court reflected non-compliance with the requirements of Rule 3001(c)(2)(A)); *Jowers*, Adv. Pro. No.

80108-DD, slip op. at *10 (granting summary judgment in part on creditor's failure to comply with Rule 3001 by concluding that under Rule 3001(c)(2)(A), "a right to payment which includes an interest, and/or cost component must be reflected in a proof of claim with an itemization of that component" and holding that creditor failed to provide required itemization).

Under Rule 3001, the "[f]ailure to provide the required information does not itself constitute a ground for disallowance of a claim." Fed. R. Bankr. P. 3001, Advisory Committee Notes (2011) (citing 11 U.S.C. § 502(b)); *see also* 11 U.S.C. § 502(b) (listing grounds for disallowance of a proof of claim); *In re Isherwood*, Case No. 18-010761-LSS, 2019 WL 885876, at *4 (Bankr. D. Md. Feb. 20, 2019) (recognizing that disallowance of a proof of claim is not the mandated sanction or remedy for a violation of Rule 3001(c)'s disclosure provisions (citing *In re Goeller*, Case No. 12-17123-RGM, 2013 WL 3064594, at *2 (Bankr. E.D. Va. June 19, 2013))); *McClain v. Midland Funding, LLC (In re McClain)*, C/A No. 15-03419-HB, 2016 WL 6783248, at *3 (Bankr. D.S.C. Nov. 10, 2016) (recognizing "disallowance of the proof of claim is not an available remedy under 3001"); *Maddux v. Midland Credit Mgmnt., Inc. (In re Maddux)*, 567 B.R. 489, 499 (Bankr. E.D. Va. 2016) (declining to disallow claims because of non-compliance with Rule 3001 and confining remedies to those provided in Rule 3001(c)(2)(D)); *see also* 9 ColLIER ON BANKRUPTCY, 16th Ed., at ¶ 3001.01[2] (noting the 2011 amendments to Rule 3001 "do not provide for automatic disallowance of a proof of claim").

Whether the amended claim should be considered properly filed with the Court and allowed is subject to the Court's discretion and the merits of objections to claims. *See In re Brown*, 603 B.R. 786, 793 (Bankr. D.S.C. 2019) ("While, as a general matter, claim amendments are often allowed to permit a claimant to cure a defect in its originally filed claim, there is no absolute right to amend a proof of claim, and undue prejudice to the opposing party or other creditors, undue

delay or bad faith are grounds to deny an amendment to a timely filed proof of claim."); *see also McClain*, 2016 WL 6783248, at *3 ("The Court retains discretion to allow an amendment to a proof of claim under appropriate circumstances or to 'impose a sanction different from or in addition to the preclusion of the introduction of evidence." (quoting Fed. R. Bankr. P. 3001(c), Advisory Committee Notes (2011)); *Maddux*, 567 B.R. at 500 ("The Court, *in applying the discretion that the Bankruptcy Rule accords to it*, does not find that the sanction of precluding the omitted evidence under Bankruptcy Rule 3001(c)(2)(D)(i) is appropriate in the cases at bar." (emphasis added)).

The resolution of claims in bankruptcy is designed to be a fair and inexpensive process, and debtors are entitled to sufficient information to evaluate the validity of their creditors' claims without undue burden or expense. *Maddux*, 567 B.R. at 500; *see also McClain*, 2016 WL 6783248 at *8. Non-compliance with the disclosure requirements imposed by Rule 3001 may be remedied with an award of fees to debtor's counsel. Fed. R. Bankr. P. 3001(c)(2)(D)(ii); *see, e.g., Maddux*, 567 B.R. at 501 (awarding debtor's counsel's reasonable attorney's fees and costs as sanction under Rule 3001(c)(2)(D)(ii) for creditor's non-compliance with Rule 3001(c)(2)(A)).

BURDENS OF PROOF

A claim executed and filed in accordance with the Bankruptcy Rules constitutes *prima facie* evidence of the validity and amount of the claim. Fed. R. Bankr. P. 3001(f). "In circumstances where Rule 3001's requirements are not met, the claim lacks *prima facie* evidence of validity and amount." *Travers*, 635 B.R. at 279; *see also In re Reed*, 624 B.R. 155, 166 (Bankr. E.D. Va. 2020). "In that instance, the burden is on the claimant to establish the validity and amount of the claim . . ." and the objecting party only needs to raise a basis for disallowance under § 502(b) to satisfy its burden. *See id.*; *Reed*, 624 at 167 ("If there is no presumption of prima facie

validity of a claim, the debtor need only object to the claim pursuant to the applicable rules, citing a good faith basis for the objection, rather than produce evidence of equally probative value in rebuttal." (internal quotations omitted)).

If the objecting party demonstrates a good faith basis for the objection, then the creditor bears the burden of proving its claim and the amounts owed by the debtor by a preponderance of the evidence. *See id.; see also Twitty*, 2022 WL 619512 at *2 (citing *Stancil v. Hartford Sands, Inc.*), 372 F.3d 637, 640 (4th Cir. 2004)); *Reed*, 624 at 166 ("Although the burden of proof shifts, the burden of persuasion is always on the claimant.").

CONCLUSIONS

A comparison of Turnage's credit report, her bankruptcy schedules, and the proofs of claim filed in this case does not show that the Claims are duplicated. Further, the objections do not cite to any specific provisions of the FDCPA or case law authority establishing that LVNV and Dogwood's actions violate any statutory provisions, and therefore, the evidence does not support such a finding.

There is no dispute that Claim Nos. 5, 7, and 8 arise out of open-end consumer credit card agreements that Turnage originated and which, after a series of transfers, are now held by LVNV. Therefore, Rule 3001(c)(3)(B) applies, and LVNV is only required to produce the documents identified in Rule 3001(c)(1) if requested by a party in interest. Although Turnage's counsel made such request, she did not disclose when she requested loan documents for the Court to determine whether LVNV failed to timely respond. Accordingly, the Court cannot conclude that LVNV violated Rule 3001(c)(3)(B).

The record indicates Claims Nos. 13 and 17 arise from closed-end credit agreements and, therefore, are subject to the disclosure provisions of Rule 3001(c)(1). LVNV and Dogwood failed

to comply with Rule 3001(c)(1) by not appending a copy of the relevant promissory notes to Claim Nos. 13 and 17. Although LVNV amended its Claim No. 17 to include this writing, it was not until after Turnage expended the effort and time on analysis and an objection and does not negate the fact that it failed to initially comply with Rule 3001(c)(1).

Although the Claims and LVNV's amended claims include final statements of account that note the charge-off date, they fail to itemize the components of the total balance owed by Turnage into principal, accrued interest, and other applicable fees incurred pre-petition as required by Rule 3001(c)(2)(A). LVNV's Claims and amended claims only separate "Principal" and "Finance" without any itemization of the "Finance" portion, despite admitting the amount owed includes "interest or other charges" by checking box no. 7 on the official proofs of claim form and disclosing "[t]he Finance Balance may include interest, fees, or other charges to the account prior to acquisition by LVNV..." on the account statements filed therewith.

Dogwood also admitted Claim No. 13 includes "interest or other charges" by checking box no. 7 on the official proof of claim form, but only listed a final principal balance owed. Accordingly, all the Claims and amended claims do not comply with the requirements of Rule 3001(c)(2)(A).

Given the evidence and record for this dispute and as a matter of law, the Court declines to disallow the Claims because a failure to comply with Rule 3001, alone, does not constitute a ground for disallowance of a claim under § 502. Based on the evidence presented, the Court concludes that both LVNV and Dogwood should be permitted to file amended claims. With respect to Dogwood's Claim No. 13 and LVNV's Claim No. 17, both creditors provided the Court a copy of their respective loan agreements with Turnage.⁸ Next, the account statements that LVNV

⁸ Dogwood's counsel provided a copy of its loan agreement as evidence at the hearing on the Objections, and LVNV appended a copy of its loan agreement to the amended proof of claim.

attached to amended Claim Nos. 5, 7, and 8 reflect the fees and interest charges accrued on Turnage's credit card balances up to the date the originating lender charged-off the accounts. More importantly, the account statements along with the presence of these Claims on the credit report reflect Turnage's active use of these revolving consumer-credit accounts and make clear that Claim Nos. 5, 7, and 8 arise from credit transactions she agreed to re-pay. Lacking evidence of bad faith by LVNV or Dogwood, allowing amendment of the Claims at issue is appropriate.

Nevertheless, the Court retains broad authority under Rule 3001(c)(2)(D) to fashion a remedy to address LVNV and Dogwood's non-compliance with 3001(c), as it undermines the Bankruptcy Code's goal to promote efficient and economical administration of bankruptcy estates, frustrates the claims review process, and can cause debtor's counsel to expend additional time and effort, which occurred here. The timesheet submitted by Turnage's counsel reflects additional legal work performed to remedy an issue that could have been easily avoided by prompt and complete compliance with Rule 3001 at the outset. Under these circumstances, and pursuant to Rule 3001(c)(2)(D)(ii), the Court concludes Turnage is entitled to an award of reasonable attorney's fees and costs incurred for the time and effort expended resulting from non-compliance with Rule 3001(c). After a review of the timesheet submitted by Turnage's counsel, the Court concludes \$2,000.00 in fees and costs is reasonable after deducting time spent on counsel's assessment of claims other than those at issue here for normal claim review and making further reductions for time entries related clerical work or duplicate work performed by counsel and the paralegal. This award shall be apportioned between LVNV and Dogwood on a per claim basis (*i.e.*, \$2,000 for five claims is \$400 per claim).

IT IS, THEREFORE, ORDERED:

- Dogwood's Claim No. 13 and LVNV's Claim No. 17 initially filed did not conform to or comply with the requirements of Fed. R. Bankr. P. 3001(c)(1) because loan agreements were not included;
- LVNV's Claim Nos. 5, 7, 8, and 17 and all related amended proofs of claim along with Dogwood's Claim No. 13 do not conform to or comply with the requirements of Fed.
 R. Bankr. P. 3001(c)(2)(A) because they were not filed with an itemized statement of interest or other charges;
- 3. pursuant to Fed. R. Bankr. P. 3001(c)(2)(D)(ii), Turnage is entitled to reasonable expenses and attorney's fees in the amount of \$2,000.00 caused by LVNV and Dogwood's failure to comply with Fed. R. Bankr. P. 3001(c)(1) and (c)(2)(A). Within twenty-one (21) days of the entry of this Order, LVNV shall remit to Turnage's counsel payment of \$1,600.00 and Dogwood shall remit payment of \$400.00;
- 4. the objections are overruled to the extent they seek to disallow Claim Nos. 5, 7, 8, 13 and 17; and within **fourteen (14) days** of entry of this Order, Dogwood and LVNV, respectively, must amend Claim Nos. 5, 7, 8, 13 and 17 as necessary to render them in compliance with Rule 3001(c)(2)(A).

07/20/2022

FILED BY THE COURT

Entered: 07/20/2022

Chief US Bankruptcy Judge District of South Carolina