IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF ARKANSAS
LITTLE ROCK DIVISION

IN RE: EDITH SMITH **4:99-bk-43969**
CHAPTER 13

ORDER SUSTAINING OBJECTION TO CLAIM

Debtors' Objection to Claim was heard on January 23, 2003. Karen Gulley appeared on behalf of the Debtor, Edith Smith, who was also present. Claibourne W. Patty, Jr. appeared on behalf of creditor Troy Jefferson ("**Jefferson**") who was also present. The standing Chapter 13 Trustee, Joyce B. Babin (the "**Trustee**"), appeared as well. The issue presented was whether the Debtor owed Jefferson $875.00 as reflected in her confirmed Chapter 13 plan or $2,500.00 as reflected in the allowed claim filed by Jefferson. The Court orally ruled that the Debtor's plan was controlling under 11 U.S.C. § 1327 and principles of *res judicata.* Although the Court stated that it would issue a written opinion citing another forthcoming "to-be-published" opinion on this subject, a further review of the facts in that case made it unnecessary to address the issue there.[1] Accordingly, this order will outline the applicable law regarding which controls when a confirmed plan and an allowed claim are inconsistent.

Upon consideration of the pleadings, testimony and exhibits presented in open court, the Court makes the following findings of fact and conclusions of law in accordance with Rule 7052 (made applicable to contested matters by Rule 9014(c)).[2] This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (B), and the Court has jurisdiction to enter a final judgment in this case.

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[1]*See In re Gardner & Miller*, No. 01-52051 (Bankr. E.D. Ark. 2003) (Evans, J.).

[2]All references to rules in this order refer to the Federal Rules of Bankruptcy Procedure unless otherwise indicated.

FACTS

Debtor filed a Chapter 13 bankruptcy petition and plan on August 30, 1999. The bar date for filing claims expired on January 11, 2000. Debtor's plan listed Jefferson as a secured creditor to whom she owed $875.00. Debtor listed the collateral's value as $2,500.00, the applicable interest rate as 10.0%, and the monthly payment amount as $76.93. The case file reflects that notice of the plan and the deadline for filing objections to confirmation was sent to Jefferson on September 2, 1999. Jefferson filed a proof of claim in the amount of $2,500.00 on October 7, 1999. The Debtor's plan was subsequently confirmed on October 28, 1999.[3] The Trustee filed a Motion Combined with An Order Allowing Claims on March 15, 2000, which listed Jefferson as a secured creditor with a claim of $2,500.00.[4] The order provided that the debtor had thirty days to object to the claims or they would be deemed allowed. No objections were filed, and accordingly, the claims reflected in the Trustee's motion were deemed allowed. The Debtor filed this objection to Jefferson's claim on December 12, 2002, and also filed an adversary proceeding seeking

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[3]The Debtor has since filed a modified plan, which has been confirmed. The modification to the Debtor's plan does not affect the treatment of Jefferson.

[4]Judge James G. Mixon explained the chapter 13 trustee's procedures with regard to the allowance of claims in *United States v. Smith (In re Smith)*, 142 B.R. 862, 864 (Bankr. E.D. Ark. 1992):

> Typically, after confirmation of a plan, the trustee files a computer generated motion to allow claims that is combined with an order bearing this Court's signature. The order allows all the claims as filed and provides that any objection to claims must be filed within thirty days from the filing date of the motion. The motion and order are served only on the debtor and the debtor's attorney.

It is this Court's understanding that the procedures have changed slightly, and that currently, the Trustee reviews the claim with respect to whether it is secured or unsecured, and if the trustee is not satisfied that the claim is in fact secured, it is allowed as unsecured.

to recover the payments made to Jefferson by the Trustee along with interest as a result of Jefferson's claim in excess of the amount provided by Debtor's confirmed plan. The adversary proceeding is pending.

Testimony and exhibits were introduced at trial regarding the validity of Jefferson's $2,500.00 claim arising out of a transaction in which the Debtor purchased and financed a 1989 Buick automobile through Jefferson. The note and conditional sales contract attached to Jefferson's claim stated that the total price of the vehicle was $3,700.00, with a $500.00 down payment for a remaining outstanding balance of $3,200.00. The contract states that the outstanding balance is to be paid in 26 monthly installments of $70.00 beginning March 2, 1999. This note and sales contract bears the signatures of Troy Jefferson on behalf of D&R Motors and the Debtor, Edith Smith. The Debtor testified that the note and conditional sales contract attached to Jefferson's claim was not the note and conditional sales contract which she signed at the time she purchased the vehicle from Jefferson. Debtor also testified that the signature on these documents is not hers but is forged. Debtor introduced an almost identical note and conditional sales contract which listed the original price of the vehicle as $2,895.00, with a down payment of $1,200.00 for a total outstanding balance of $1,695.00. This note and sales contract states that the balance is to be paid in 13 monthly installments of $125.00 with a final payment of $70.00 beginning March 2, 1999. This note and sales contract was signed by William and Mary Gilbert as the holders of the title, and Debtor, Edith Smith, as the purchaser. Debtor testified that this was her signature, and that these were the terms under which she purchased the vehicle. Debtor also introduced the following documents which she testified were given to her by Jefferson when she purchased the vehicle: a bill of sale reflecting the same vehicle identification number as the note and sales contract signed by William and Mary Gilbert, and two receipts reflecting payments of $125.00 to Jefferson on May 7, 1998, and March 8, 1999, respectively. Debtor

also introduced the following: (1) an Arkansas Certificate of Title reflecting William and Mary Gilbert as the owner of the car and the first lienholder as Shorter College K. Mitchell, (2) an assignment of title reflecting the transfer of title from William and Mary Gilbert to the Debtor, and (3) an application for title number reflecting Debtor as the vehicle's owner with William and Mary Gilbert as the lienholders with the purchase price listed as $2,895.00.

Jefferson's counsel objected to the introduction of the documents reflecting William and Mary Gilbert as the owners of the vehicle on relevancy grounds. The Court overruled Jefferson's objection stating that the appropriate weight would be given to the documents based on the testimony provided at trial to establish the documents' relevancy. Again, Debtor testified that these were the documents given to her by Jefferson when she purchased the vehicle. Jefferson testified that William and Mary Gilbert are cousins of his, and that they had purchased the vehicle from him but returned it to him before moving out-of-state. Jefferson testified that he was selling the car in their name. He did not recall whether he had given Debtor the documents reflecting a sale from the Gilberts to Debtor. While he claimed that the vehicle was sold for the amount reflected on the note attached to his proof of claim (*i.e.*, $3,700.00), and that she had signed that note, he also testified that he did not remember what Debtor paid for the car or what her monthly payments were. He testified that when he filed the claim, he assumed she had made all payments until that date but did not review the records. He also testified that he no longer has any records of the transaction because he has been out of business for two years.

The Court finds that the vehicle was sold to Debtor for $2,895.00, and that Debtor made a down payment of $1,200.00. The documents introduced by Debtor at trial along with Jefferson's testimony remove any doubt that Jefferson did in fact sell the car on behalf of William and Mary Gilbert. It appears

that Jefferson intended to honor any and all payments made by Debtor, but had no reliable recollection of what transpired and no records on which he could rely. The origin of the note and contract attached to his claim is suspicious, but the Court need not make any further finding with respect to that matter as it is not relevant to the outcome of this case.

DISCUSSION

Jefferson contends that the Debtor's confirmed plan is binding under 11 U.S.C. § 1327(a) such that her objection to Jefferson's claim is barred. Debtor contends that 11 U.S.C. § 502(j) which allows the Court to reconsider an allowed claim is an exception to the *res judicata* effect of a confirmed plan under § 1327(a). Notwithstanding these arguments, the issue actually presented in this case is the conflict between the binding effect of a plan confirmation order under 11 U.S.C. § 1327(a) and the claims allowance process outlined in § 502 and Rules 3001, 3007 where the allowed claim differs from the confirmed plan. In this case, the confirmed plan did not incorporate the allowed claim of $2,500.00, and accordingly, the claim is not binding under § 1327(a), and the Debtor need not rely on § 502(j) for an exception to the binding effect of a confirmed plan under § 1327(a). Rather, the confirmed plan serves as *res judicata* as to the amount of Jefferson's claim notwithstanding the fact that he filed a proof of claim for a higher amount to which the Debtor failed to object. Finally, because the confirmed plan is inconsistent with the allowed claim, cause exists to reevaluate the allowed claim under § 502(j).

Pursuant to § 1327(a), confirmation of a chapter 13 plan binds both the debtor and all creditors to the provisions of the plan. Specifically, § 1327(a) provides:

> The provisions of a confirmed plan bind the debtor and each creditor, whether or not the claim of such creditor is provided for by the plan, and whether or not such creditor has objected to, has accepted, or has rejected the plan.

The Eighth Circuit Bankruptcy Appellate Panel has described the binding effect of a confirmed chapter 13 plan as follows:

> The sum of the judicial decisions that have considered the statutorily binding effect of a confirmed plan of reorganization is that if the confirmed plan treats the creditor, and if the creditor received proper notice of the plan and its proposed confirmation, the creditor's only potential remedy for a plan it doesn't like is to appeal the order of confirmation.

In re Simpson, 240 B.R. 559, 562 (B.A.P. 8th Cir. 1999). Apart from the plan confirmation process, the claims allowance procedures in the Code and Bankruptcy Rules provide that a filed proof of claim is deemed allowed unless a party in interest objects. 11 U.S.C. § 502; Rule 3001, 3007. Furthermore, a filed proof of claim is *prima facie* evidence of its validity and amount. Rule 3001(f). Accordingly, if a confirmed plan provision regarding a debt differs from an allowed proof of claim on the same debt, a conflict arises as to which controls.[5] This conflict is not addressed by the Bankruptcy Code but has generated a split in the circuits which have addressed the issue. Although the Eighth Circuit has not ruled on this issue as far as this Court is aware, bankruptcy courts within the Eighth Circuit have. *See In re Harnish*, 224 B.R. 91 (Bankr. N.D. Iowa 1998) (focusing on the adequacy of notice regarding plan confirmation, court held that terms of confirmed plan controlled despite inconsistent timely-filed proof of claim); *In re Basham*, 167 B.R. 903 (Bankr. W.D. Mo. 1994) (finding that where notice is sufficient, terms of confirmed plan controlled despite uncontested proof of claim). *See also Kuebler v. Com'r of Internal Revenue Service (In re Kuebler)*, 156 B.R. 1012 (Bankr. E.D. Ark. 1993) (IRS' timely filed claim

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[5]Where a plan provides that allowed claims will be paid, or uses similar language incorporating allowed claims into the plan, this conflict should not arise. Rather, the claim will be incorporated into the plan and its terms will be binding under the confirmation order. *See e.g., In re Barton*, 249 B.R. 561 (Bankr. E.D. Wash. 2000).

allowed as filed even though confirmed plan did not provide for claim because confirmed plan was not irreconcilably in conflict with the order allowing IRS' claim); *United States v. Smith (In re Smith)*, 142 B.R. 862 (Bankr. E.D. Ark. 1992) (timely filed claim precludes *res judicata* effect of confirmed plan where creditor had no notice that the Chapter 13 trustee had arbitrarily reduced its claim).

In both *Basham* and *Harnish*, the courts reviewed the split in circuit decisions on this issue and concluded that three approaches have emerged.[6] *See Basham*, 167 B.R. at 906-907; *Harnish*, 224 B.R. at 93-95. The first approach is followed by the Fifth Circuit and provides that the claims process trumps the plan confirmation process because notice of plan confirmation does not provide creditors with adequate notice that their rights would be modified under the plan. *See Basham*, 167 B.R. at 906 (*citing In re Simmons*, 765 F.2d 547 (5th Cir. 1985); *In re Howard*, 972 F.2d 639 (5th Cir. 1992)). The second approach, followed by the Seventh Circuit, holds that the plan confirmation process binds creditors because notice of filing a chapter 13 petition puts creditors on notice that their rights may be altered by the plan. *Id.* at 906-907 *(citing In re Pence*, 905 F.2d 1107 (7th Cir. 1990)).[7] Finally, the third approach, adopted

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[6]Judge Keith M. Lundin discusses the various cases that address this issue at 3 KEITH M. LUNDIN, CHAPTER 13 BANKRUPTCY, 3D EDITION, § 233 (2002). Although those opinions are too numerous to cite here, Judge Lundin's review clearly shows that the cases regarding this issue vary widely depending on the facts in each case. With respect to *Bashem* and *Harnish*, he notes, "[s]everal courts have endeavored to distill the cases . . . into categories, but even good organization does not generate consistency or predictability in this area of Chapter 13 practice." *Id.* at 233-47.

[7]In reliance on *FDIC v. Union Entities (In re Be-Mac Transp. Co.)*, 83 F.3d 1020, 1025-1026 (8th Cir. 1996) (holding that lien not preserved by confirmed plan is stripped in chapter 11 case), and *Harmon v. U.S.*, 101 F.3d 574, 582-584 (8th Cir. 1996) (holding that lien not preserved by confirmed plan is stripped in chapter 12 case), Iowa's bankruptcy court concluded that the Eighth Circuit would adopt the second approach in *In re Harnish*, 224 B.R. at 93-95. However, the substance of *Harnish* differs little from that of *Bashem* in that both focus on the creditor's notice of its treatment under the debtor's plan.

by the Fourth Circuit in *Piedmont Trust Bank v. Linkous (In re Linkous)*, 990 F.2d 160 (1993)[8], and described as the "middle-of-the-road approach" by the *Bashem* court, looks to the contents of the notice to determine whether it is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Id.* at 907 (*quoting Mullane v. Hanover Bank & Trust*, 339 U.S. 306, 314, 70 S.Ct. 652, 657 (1950)). In sum, each of the three approaches is essentially about notice: *i.e.*, whether a creditor has been put on notice that its rights are to be modified under the plan.

In *Bashem*, the Missouri Bankruptcy Court rejected both approaches that adopted a *per se* notice rule. In rejecting the Fifth Circuit's conclusion that the plan confirmation process is inadequate to apprise creditors that their rights may be modified, the *Bashem* court found that this conclusion was inconsistent with the clear language of § 1327(a) which binds creditors to the plan regardless of their acceptance or rejection of the plan. *Bashem*, 167 B.R. at 907. The *Bashem* court further stated:

> In addition, a rule requiring a claim objection as a prerequisite to a modification of secured creditor rights may, as a practical matter, be unworkable when a creditor does not file a proof of claim before plan confirmation. There would be nothing for a debtor to object to, and it would not be possible to determine whether the creditor will place a different value on its collateral than the debtor's value.

Id. Bashem also rejected *Pence*'s *per se* rule that notice of the petition's filing is sufficient to put a creditor

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[8]Despite its decision in *Linkous*, other opinions issued by the Fourth Circuit with respect to lien stripping elevate the claims process over the plan confirmation process without regard to the creditor's notice of its treatment under a plan. The Fifth Circuit has followed this approach as well. *See* LUNDIN, CHAPTER 13 BANKRUPTCY, at 233-19 - 233-20 (*citing General Elec. Capital Auto Lease v. Eron (In re Eron)*, 2001 WL 985113, at *1-*2 (4th Cir. 2001) (unpublished); *Deutchman v. IRS (In re Deutchman)*, 192 F.3d 457, 460 (4th Cir. 1999); *Cen-Pen Corp. v. Hanson*, 58 F.3d 89, 91, 92-94 (4th Cir. 1995); *Sun Fin. Co. v. Howard (In re Howard)*, 972 F.2d 639, 641-42 (5th Cir. 1992); *Simmons v. Savell*, 765 F.2d 547, 552-553 (5th Cir. 1985)).

on notice that its rights will be altered, finding that such a rule would be unduly harsh to unsophisticated creditors and possibly deprive them of due process. *Id.* at 907-908. In adopting the third approach, the *Bashem* court concluded:

> Looking to the contents of the notice to determine if the notice is reasonably calculated, under the circumstances, to apprise interested parties that their rights may be modified, is a flexible approach that encompasses the totality of the circumstances presented in each case. Such approach allows the Court to consider a creditor's sophistication, the amount of their involvement in the bankruptcy proceeding, as well as, that creditor's reliance on the claims allowance procedure as demonstrated by a proof of claim filed before plan confirmation.

Id. at 908. Under the specific facts presented in that case, the *Bashem* court found that the creditor was a sophisticated lender who had sufficient notice of the plan's treatment of its claim yet relied solely on the claims allowance procedure to protect its claim as evidenced by its failure to file a claim until after the plan was confirmed. *Id.* Accordingly, although the creditor in *Basham* had timely filed a proof of claim for an unsecured deficiency, that claim was barred because the debtor's confirmed plan provided that the creditor would accept surrendered collateral in full satisfaction of its claims.

This Court follows the approach taken in *Bashem* because it takes into account the notice of a chapter 13 plan's confirmation, and accordingly, ensures that creditors' due process rights are protected. In this case, the Debtor's plan clearly set forth the amount owed to Jefferson as $875.00. The case file reflects that Jefferson received notice of the plan's filing and the time in which he could file an objection to the plan. Further, Jefferson did not argue that he was unaware of his treatment under the plan even though the Court informed the parties at the beginning of trial that the case would turn on notice and other facts such as how Jefferson's claim was treated in the Debtor's plan. Accordingly, because Jefferson had notice of his treatment under the Debtor's plan but failed to object to the plan prior to confirmation, the Debtor's

plan is binding on Jefferson pursuant to § 1327(a). Additionally, because Jefferson's allowed claim is inconsistent with the Debtor's confirmed plan, cause exists for the Court to reconsider Jefferson's allowed claim under 11 U.S.C. § 502(j)[9], and having reconsidered Jefferson's claim, the Court finds that it should be allowed as a secured claim for $875.00 at 10% interest. Furthermore, even if the Debtor's plan were not binding, the Court finds that cause exists to reconsider Jefferson's claim based on the overwhelming evidence showing that the claim he filed was for an overstated amount and that the document attached to the claim did not accurately reflect the transaction between Debtor and Jefferson.

The Court notes that this decision may differ from other opinions issued by this Court, specifically, *Kuebler*, 156 B.R. 1012, and *United States v. Smith*, 142 B.R. 862, both decided by Judge James G. Mixon. In *Kuebler*, the Court did not expressly choose between the plan confirmation process or the claims allowance process, but found that the plan and allowed claim were not irreconcilably in conflict with each other because the plan did not provide for the IRS' claim. However, in *Smith*, the Court did in fact choose the claims allowance process over the plan confirmation process. In that case, the Debtor's confirmed plan provided for federal tax debt in the total amount of $20,150.00; the IRS filed a claim for $36,534.84; and the Trustee moved to allow the claim at $12,177.06 based on a misunderstanding of the Debtor's plan provisions. The Court focused its ruling on the Trustee's failure to notice the IRS with the motion and order allowing claims which discharged a portion of the IRS' claim. The Court further held that "[a]n order confirming a plan which provided payment to a creditor of an amount less than the allowed

[9]Bankruptcy courts define "cause" using the standard applicable to Fed. R. Civ. Pro. 60, which provides grounds for relief from a final judgment if there are clerical mistakes, excusable neglect, newly discovered evidence, fraud, or a reason justifying release from operation of it. *See In re Snow*, 270 B.R. 38 (D. Md. 2001).

claim cannot be used as a substitute for an objection to the claim." 142 B.R. at 866 (citations omitted). In line with more recent case law and for the additional reasons stated below, this Court holds that reliance on a filed proof of claim cannot be used as a substitute for an objection to plan confirmation.

The Court acknowledges that this decision will have an impact on Chapter 13 litigation before this Court. There appears to be a tradition in this jurisdiction on the part of creditors to ignore the confirmation process as it pertains to the amount owed and to rely on allowed claims instead. Likewise, debtors appear to routinely ignore inconsistent claim amounts filed by creditors, at least until it is time for their plans to be closed. Despite these practices, the Court can find no basis in the Code or Rules to justify ignoring the binding effect of a confirmation order under § 1327(a) where proper notice was afforded. Both debtors and creditors may abuse the bankruptcy process by placing arbitrary values on property and claim amounts, and may also arbitrarily classify a claim as unsecured or secured. Creditors have a duty to object to their treatment under a debtor's plan, and debtors have a duty to object to claims with which they do not agree. However, when neither the creditor nor the debtor objects, the Court must resort to the basic legal principles of issue preclusion. Once an issue, such as the amount of a creditor's claim or a party's secured status, has been determined by court order, the issue may not be raised again provided all parties had notice of the proceeding. In his review of opinions on this issue, Judge Keith M. Lundin points out that "*notice* is the issue, not the sanctity of one procedure or another." 3 KEITH M. LUNDIN, CHAPTER 13 BANKRUPTCY, 3D EDITION, § 233, 233-53 (2002). Because Judge Lundin's commentary on this point is articulated so clearly and logically, the Court finds that a lengthy quote is warranted:

> It would be nice if the Bankruptcy Code and Rules prescribed a unitary procedure for fixing value, determining the extent of liens, confirming plans and allowing claims, but these procedures are at once separate and inextricably intertwined in a Chapter 13 case. Courts

> such as the Fourth Circuit that have declared bright-line rules for the ascendancy of one or another procedure immediately encounter the reality of the next case in which an awkward exception or inconsistency reveals that more is going on than just picking among procedures. These courts are asking the wrong question. The issue is not, which procedure trumps another? The issue is, did the creditor have sufficient notice of the plan and opportunity to object such that the confirmation has the effects described in § 1327(a), (b) and (c)?
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> . . . A plan that is incomplete or ambiguous with respect to the treatment of claims – no matter how well noticed to creditors – can have no greater binding, vesting or free and clear effects than the words themselves will support. Conversely, a confirmed plan, perfect in every detail but unknown to creditors because of failed notice, weighs little in litigation with a creditor armed with a timely filed claim and due process entitlements.
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> But even this attractive conclusion overstates the proper balance of responsibility. The Chapter 13 debtor certainly has an obligation to use best efforts to clearly describe in the plan the treatment of claims and to give comprehensive notice to all creditors. But creditors in Chapter 13 cases have an important responsibility to police the content of the plan and to object to plans that are ambiguous or uncertain. . . . Ironically, the more obvious the ambiguity or uncertainty in the plan, the more reasonable it is to enforce the effects of confirmation under § 1327 when the creditor sleeps through the confirmation process.
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> This is the proper accommodation of the confirmation process and the claims allowance process in a Chapter 13 case. Both are available to creditors and debtors. They inevitably overlap, and when they do, the question becomes whether notice and opportunity to litigate were adequate. If notice was adequate, many rights that can be decided at confirmation or as part of the claims allowance process will be finally determined in whichever procedure is completed first. Normal rules of preclusion then apply.

Id. at 233-54 - 233-58 (citations omitted). Clearly, given the importance of issue preclusion in litigation, the Court cannot elevate the claims allowance procedure over the plan confirmation process (or vice versa) where a party is in fact afforded notice of a proceeding which may affect its rights. Finally, the Court notes that attempts by a debtor or creditor to arbitrarily reclassify the status or change the amount of a claim in

hopes that the other party will simply miss it and not object may be sanctionable under Rule 9011 (requiring all filings with the court to present only facts which the party reasonably believes to have evidentiary support), 28 U.S.C. § 1927 (allowing the court to hold attorneys liable for any excess expenses caused by their unreasonable or vexatious conduct), or the Court's inherit power to sanction (*see In re Brown*, 152 B.R. 563, 567 (Bankr. E.D. Ark. 1993) (*citing Harlan v. Lewis*, 982 F.2d 1255 (8th Cir. 1993) and *Citizens Bank & Trust Co. v. Case (In re Case)*, 937 F.2d 1014, 1023 (5th Cir. 1991))). After giving the conflict presented by this case (*i.e.*, the conflict between the claims allowance process and the plan confirmation process) careful study, the Court concludes that the process which results in a final order ***first*** controls the result, provided that due process was provided. In this case, an order confirming the plan was entered after notice to the creditor *prior* to the order allowing the creditor's claim, and as a consequence, the confirmed plan determines the amount of the creditor's claim, not the order entered later which allowed the claim.

CONCLUSION

For the reasons stated herein, the Court finds that the Debtor's plan providing for a secured debt of $875.00 at 10.0% interest is binding on Jefferson pursuant to § 1327(a), and accordingly, cause exists for the Court to reconsider Jefferson's allowed claim under 11 U.S.C. § 502(j). Accordingly, it is hereby

ORDERED that Debtor's Objection to Claim is **SUSTAINED**.

IT IS SO ORDERED.

HONORABLE AUDREY R. EVANS
UNITED STATES BANKRUPTCY JUDGE

DATE: February 5, 2003

cc: Ms. Karen Gulley, attorney for plaintiff
Mr. Claiborne W. Patty, attorney for defendant
Ms. Joyce B. Babin, Chapter 13 Trustee
U.S. Trustee

EOD on 2/5/2003 by aes.