

**MELISSA J. DAVEY**  
**STANDING CHAPTER 13 TRUSTEE**  
**NORTHERN DISTRICT OF GEORGIA**  
233 Peachtree Street, NE Suite 2250  
ATLANTA, GEORGIA 30303  
(678) 510-1444

Dear Bankruptcy Case(s) Creditor,

As you may know, our Trust Operation is responsible for administering Chapter 13 bankruptcy plans which includes disbursing funds to creditors on a monthly basis.

We currently send payments to your company by regular mail. However, we would like to offer you the option of receiving your payments via Electronic Funds Transfer (EFT) instead. The funds will be in your account much quicker, will reduce account receivable processing and will eliminate the risk of lost or stolen checks.

Signing up is a simple process. First, if you have not already registered with [www. NDC.org](http://www.NDC.org). please do so. This will give you the ability to download a voucher which will show you who you are receiving payments for. Next, fill out the attached form and return it to us by mail or you can email directly to [swilkinson@13trusteeatlanta.com](mailto:swilkinson@13trusteeatlanta.com). Please be sure to note the additional documentation needed to process your request; **1) Letter from your bank or voided check, 2) copy of drivers license or copy of Government ID of the business owner/principal account holder.**

Once we get your form and process it, it will take about two disbursement cycles for EFT payments to go into effect.

Thank you.

Sincerely,

*Sandra A. Wilkinson*

Sandra A. Wilkinson  
Director of Operations

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**AUTHORIZATION FOR ELECTRONIC DISBURSEMENTS**

New  Change

This Authorization and Agreement for Electronic Payments (the “ACH Authorization”) authorizes the Trustee named above to initiate automated clearinghouse (“ACH”) credit entries to Payee’s account at the Financial Institution specified below (the “Account” or “Payee Account”), and to initiate ACH debit and credit entries to correct erroneous or returned ACH entries to the Account, subject to all terms and conditions stated below.

**CREDITOR/ATTORNEY (“PAYEE”) REQUESTING ELECTRONIC DISBURSEMENT:**

*This information must match the address stated on the proof of claim form.*

Payee Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Payment address (if different) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**PAYEE FINANCIAL INSTITUTION INFORMATION:**

Financial Institution Name: \_\_\_\_\_

Financial Institution Address:  
\_\_\_\_\_

**NOTE:** The Financial Institution named above must be a bank, savings association or credit union located in the United States, the deposits of which are insured by either the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund. **By providing the name of the Financial Institution, you represent and warrant that the Financial Institution satisfies the above requirements.**

**\*\*\* Voided Check or Bank Letter that match the institution with the bank information must be included.**

**\*\*\* Copy of Driver’s License or Government ID of the Principal Account Holder/Authorized Agent.**

**Additional Level of Authentication Information Required:**

Last Check # and Amount of Check Received from us:

\_\_\_\_\_

**FINANCIAL INSTITUTION CONTACT INFORMATION:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Account Verification:** Trustee may use one or more methods of verifying the existence of the Account and that it is held in the name of Payee. You agree that these methods may include (1) contacting the Financial Institution; (2) using a third party account verification service; and (3) making small (\$1.00 or less) ACH credits to the Account and asking Payee to confirm that those credits have been received and the amount of such credits. If Trustee is unable to verify the Account using these methods, Trustee may not be able to setup electronic disbursements to Payee.

**PAYEE ACCOUNT INFORMATION:** (Must match the Financial Institution’s account information for Payee’s company/firm.)

Name/Title on the Account: \_\_\_\_\_

Type of Account:     \_\_\_ Checking   \_\_\_ Savings

Routing Number:  
\_\_\_\_\_

Account Number:  
\_\_\_\_\_

**PAYEE ADDRESS, AS KNOWN BY THE FINANCIAL INSTITUTION:**

\_\_\_\_\_  
\_\_\_\_\_

**\* Please note that you will need to register with ndc.org to get voucher identifying payments sent to you electronically. This is a free service for Debtor’s attorneys; there is a fee for creditors. You can also access voucher from 13.network.com for free. However, you have to get authorization from trustee. Visit <https://www.13network.com/trustees/atg/atghome.aspx?tc=atg> to get forms required. Web Access Agreement (for Creditors and Debtor’s attorney for access to their clients only). Supplemental Web Access Agreement (for Debtor’s Attorneys that want full access to database). Complete appropriate form and return to Trustee for approval.**

**ADDITIONAL AGREEMENTS AND ACKNOWLEDGMENTS:**

(1) By providing this ACH Authorization, you agree on behalf of the Payee that Trustee may obtain information from third parties, including credit reports and other consumer reports regarding the named Payee, to verify Payee’s identity and to verify other information that you are providing in this ACH Authorization.

(2) Payee agrees at all times to (a) review all ACH receipts (vouchers, either emailed or received electronically via the NDC or other Trustee software) promptly upon receipt; (b) notify Trustee promptly if any ACH receipt reflects any ACH transaction that appears to have been made in an incorrect amount or is otherwise in error; and (c) cooperate with Trustee in correcting any transaction errors.

Payee acknowledges that it is solely responsible for maintaining internal controls to minimize the risks that the Payee Account will be accessed by unauthorized persons or that payments made to the Payee Account will be misdirected, transferred out of the Account without the Payee's authorization, or otherwise misused. Such controls could include, for example, (i) the use of dual controls so that no single individual may approve or initiate payments to or from the Payee Account; (ii) reviews of all ACH receipts referred to in clause (a) above by two individuals so as to ensure independence and to protect Payee from errors or misconduct; and (iii) routine audits of the Account to confirm its proper use and that all payments are received and used as intended by Payee.

(3) Payee acknowledges and agrees that this ACH Authorization does not authorize Payee to initiate ACH entries of any type to any account of Trustee, unless such ACH entry is specifically authorized by Trustee in writing (which authorization may be provided to Payee by email).

(4) This ACH Authorization does not require Trustee to send payments to Payee only by ACH. Trustee may elect to send one or more payments by check or other method, while still sending other payments by ACH.

(5) Payee agrees to indemnify, protect and hold harmless Trustee, his or her agents, servants, employees, and all persons acting on behalf of Trustee from any claim, liability or damages whatsoever, including, but not limited to, bank fees, court costs, attorneys' fees and interest, however caused, arising directly or indirectly out of the implementation operation or termination of this ACH Authorization or any failure of or delay in any of the foregoing.

**AUTHORIZATIONS:** Trustee is hereby authorized to initiate ACH credit entries to the Payee Account indicated above. Trustee is further authorized to initiate ACH credit entries to the Payee Account to correct any erroneous or returned ACH entries. This ACH Authorization is effective as of the date signed below and will remain in force and effect until either (1) Trustee receives written notification from Payee or Payee's authorized representative of its termination of this authorization, in such time and such manner as to afford Trustee a reasonable opportunity to act on it; or (2) Trustee terminates this authorization. Payee may terminate this ACH Authorization by contacting Trustee during normal business hours.

Unless this ACH Authorization is terminated, Trustee may continue to send the electronic payment to the Financial Institution indicated above until notified by Payee or Payee's authorized representative that a change must be made to the Financial Institution receiving the electronic payment. If Payee's Financial Institution information changes, Payee agrees to submit to Trustee an updated ACH Authorization. Trustee may terminate this ACH Authorization for any reason, including, without limit, if any electronic payment sent by Trustee to the Payee Account is rejected by Payee or the Financial Institution.

**Certification of Authority:** By signing this ACH Authorization as a representative of Payee, you certify that (1) you have the authority to sign this ACH Authorization on behalf of the Payee and to bind the Payee to this ACH Authorization; and (2) the Payee Account is held in the name of the Payee and was established and is held for business purposes and not for personal, family or household purposes.

\_\_\_\_\_

\_\_\_\_\_

Payee Representative Signature

Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Preferred Contact (if different)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Preferred Email Address

**For Trustee's Office Use Only**  
Verification of Bank Information  
and Verification of ID

BY (Trustee/Staff Name):

\_\_\_\_\_

Date: \_\_\_\_\_

Trustee Internal Creditor number:

\_\_\_\_\_

**Dual Certification of Authority:** By signing below, you certify that (1) the Payee Representative signing this ACH Authorization has the authority to sign such ACH Authorization on behalf of the Payee and to bind the Payee to this ACH Authorization; and (2) the Payee Account is held in the name of the Payee and was established and is held for business purposes and not for personal, family or household purposes.

\_\_\_\_\_  
Signature of Principal Account Holder / Authorized Agent

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Preferred Email Address

