

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

IN RE:)
)
REGINALD CARL HARRIS, JR.,) Case No. 19-11203
)
Debtor.)

ORDER OVERRULING OBJECTION TO CONFIRMATION AND
PROHIBITING CREDITOR FROM RECOVERING COSTS

This case is before the court on PNC Bank’s objection (doc. 16) to the debtor’s amended chapter 13 plan (doc. 15). The basis of the objection is that the creditor’s prepetition arrearage amount (\$17,818.24 per ECF claim 5) is greater than that listed by the debtor in the plan (\$17,475.08).

The amended plan here uses a required local form which went into effect April 1, 2019. PNC Bank’s debt is treated in section 7.3 of the plan. That section is titled “Curing defaults and maintaining direct payments on long-term secured debt.” The pertinent sentence of that section provides: “Unless otherwise ordered by the court, the arrearage amount stated on a proof of claim filed in accordance with the Bankruptcy Rules governs over any contrary amount listed below.”

Because the plan specifically stated that the arrearage contained in a proof of claim would govern over the amount listed in the plan, the creditor’s objection here was completely unnecessary. The objection is thus overruled. In its objection (paragraph 6), the creditor contended that it had “incurred additional fees and costs as a result of having to file this objection.” Because the objection was unnecessary, the court prohibits PNC Bank from charging

to the debtor or seeking to recover in any way the attorney's fees and costs incurred in connection with its objection to confirmation.

Dated: July 11, 2019


HENRY A. CALLAWAY
CHIEF U.S. BANKRUPTCY JUDGE