UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

In re
VOZVE S. PARKER, Debtor.

Case No. 18-23444
Chapter 13

MEMORANDUM OPINION GRANTING DEBTOR'S MOTION TO NULLIFY ADMINISTRATIVE ORDER AND DISALLOWING BANK OF AMERICA'S SECOND AMENDED CLAIM 10-3

This case came on for hearing before the Court on August 16, 2022, on Vozve Parker's *Motion to Nullify Administrative Order Allowing Amended Claim*.[1] Vozve Parker ("Debtor") contends that Bank of America's ("Creditor's") second amended claim should be disallowed based on this Court's prior order holding that Debtor has cured all pre-petition arrears. The Court took this matter under advisement. Upon review of the record, filed documents, consideration of the argument by the parties, post-hearing supplemental filings, and relevant case law, the Court

[1] ECF No. 84.

grants Debtor's *Motion to Nullify Administrative Order* and disallows Bank of America's second amended proof of claim 10-3.

I. INTRODUCITON

The issue before this Court is whether Bank of America's amended proof of claim 10-3 overrides the binding effect of the Debtor's confirmed Chapter 13 plan and any subsequent post-confirmation modifications of the Chapter 13 plan. This Court concludes that the confirmed plan and subsequent modifications of the confirmed plan bind the Debtor and Bank of America regarding the amount of claim provided for and paid through the Debtor's chapter 13 plan. The Court further finds that Creditor's amended claim 10-3 is disallowed because of its prejudicial effect on the Debtor. For the reasons stated below, *Debtor's Motion to Nullify Administrative Order Allowing Amended Claim* is granted, the *Administrative Order Allowing Amended Claim* is vacated, and Bank of America's second amended claim 10-3 is disallowed.

II. FACTS AND PROCEDURAL BACKGROUND[2]

On April 23, 2018, Debtor filed a Chapter 13 petition, together with schedules and statements, and proposed Chapter 13 plan.[3] The Chapter 13 plan listed Creditor as the mortgagee and an approximate mortgage arrearage of $27,000.00, which Debtor proposed to pay through the Chapter 13 plan, along with monthly mortgage payments of $1,028.00.[4]

On June 22, 2018, Creditor filed its objection to confirmation of Debtor's Chapter 13

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[2] This memorandum decision constitutes the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052.

[3] ECF Nos. 1 and 2.

[4] ECF No. 2.

plan, stating that the arrearage is excessive, and the plan is not feasible.[5] Creditor clarified that "[t]here is a pre-petition arrearage outstanding in the estimated amount of $20,085.79 plus post-petition arrearages in the amount of $3,084.27."[6]

On July 12, 2018,[7] an *Order Confirming the Chapter 13 Plan* was entered.[8] The confirmed Chapter 13 plan listed mortgage arrearage of $20,085.79, to be paid at zero percent (0%) interest, with monthly payments of $450.[9] The Chapter 13 plan also listed ongoing mortgage payments of $1,028.09, starting August 2018.[10] On July 18, 2018, an administrative order allowing claims was entered, which included Bank of America's arrearage of $20,085.79.[11]

On July 19, 2018, the Court entered an agreed order resolving Bank of America's objection to confirmation.[12] The agreed order stated: "Creditor's total mortgage arrearage claim shall be allowed in the amount of $23,170.06 to be paid at a rate determined by the Chapter 13 trustee to cure the arrearage over the life of the plan. Creditor's arrearage claim includes the prepetition amount of $20,085.79, plus three post-petition payments for May, June, and July

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[5] ECF No. 18.

[6] *Id.*

[7] The Creditor's objection to confirmation was scheduled to be heard on July 5, 2018, but parties submitted a consent order.

[8] ECF No. 21. Historically, in this division, a confirmation order is entered while there are outstanding resolved claims, and some confirmation orders state that the confirmation order does not bind the unresolved claimant/creditor.

[9] *Id.*

[10] *Id.*

[11] ECF No. 25.

[12] ECF No. 26.

2018 in the amount of $3,084.27."[13] Throughout the case, Debtor made the Chapter 13 plan payments based on the terms confirmed Chapter 13 plan.[14]

Since July 2018, Bank of America filed several notices of mortgage payment changes but failed to file an amended proof of claim to reflect the arrearage of $23,170.06. On March 29, 2019, Bank of America filed a *Notice of Mortgage Payment Change*, decreasing the monthly payment from $1,028.09 to $1,027.22.[15] Consequently, an administrative order modifying the confirmed Chapter 13 plan to reflect the new payment amount was entered on March 30, 2019.[16]

A year later, on February 24, 2020, Bank of America filed an amended proof of claim (Claim 10-2), followed by the entry of an administrative order allowing amended claim,[17] listing Bank of America's mortgage arrearage claim for a lower amount of $20,010.79 and giving thirty (30) days for Debtor to object.[18] Separately, on March 26, 2020, Bank of America also filed a *Notice of Mortgage Payment Change*, increasing the monthly payment from $1,027.22 to $1,036.81.[19] An administrative order modifying the confirmed Chapter 13 plan with the updated

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[13] *Id.*

[14] The debtor's Chapter 13 plan provides for 100% payments to general unsecured claims.

[15] ECF No. 38.

[16] ECF No. 39.

[17] In this division, the Chapter 13 trustees prepare and submit administrative orders allowing claims. These orders are routinely entered. The orders generally give debtors thirty (30) days to respond. Despite the thirty-day response time, it is the Court's understanding that the Chapter 13 trustee may begin payments on the amended claim almost immediately.

[18] ECF No. 41.

[19] ECF No. 43.

monthly mortgage amount was entered on March 30, 2020.[20] On March 10, 2021, Bank of America filed another *Notice of Mortgage Payment Change*, increasing the monthly payment to $1,116.44.[21] An administrative order modifying the plan payment was subsequently entered on April 8, 2021, reflecting this change.[22]

On March 23, 2022, Bank of America filed its last *Notice of Mortgage Payment Change*, increasing the monthly mortgage payment to $1,188.63,[23] followed with an administrative order modifying the plan payment entered on March 25, 2022, to reflect this change.[24]

On April 14, 2022, the Chapter 13 trustee issued a *Notice of Final Cure Payment* regarding Bank of America, stating that the mortgage is current up to May 1, 2022.[25] Bank of America filed its response on April 29, 2022, contending that $3,084.17 remains outstanding.[26] In response to Bank of America's *Response to Notice of Final Cure Payment*, Debtor filed a *Motion for Determination of Final Cure*.[27] Debtor argued that "the confirmed Plan is *res judicata* and is not subject to modification absent just cause or the consent of the debtor."[28] Creditor did not appear at the hearing that was held on June 14, 2022. This Court granted the

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[20] ECF No. 44.

[21] ECF No. 55.

[22] ECF No. 56.

[23] ECF No. 71.

[24] ECF No. 72.

[25] ECF No. 74. Creditor is given twenty-one (21) days to respond to the *Notice of Final Cure*, outlining whether it agrees that the debtor has paid in the full the amount required to cure the default.

[26] ECF No. 77.

[27] ECF No. 81.

[28] ECF No. 78.

Debtor's motion at the hearing on June 14, 2022, and an order was entered on June 22, 2022.[29] Pursuant to the provisions of the *Order Granting Debtor's Motion for Determination of Final Cure and Payment of All Post Petition Payments*, the pre- and post-petition arrearage owed to Creditor was cured and Creditor was instructed to update its records to reflect that the Debtor's mortgage was up to date as of the date of the Order.[30]

After the June 14, 2022, hearing and ruling on final cure payments, Bank of America did not seek a rehearing or reconsideration of this Court's order. Rather, Creditor filed an amended proof of claim (Claim 10-3) on June 21, 2022. An administrative order allowing the amended claim was entered on June 28, 2022, giving Debtor thirty (30) days to respond.[31] Based on this Court's *Order Granting Debtor's Motion for Determination of Final Cure and Payment of All Post Petition Payments*, Debtor moved to nullify the administrative order allowing Bank of America's amended proof of claim 10-3.[32] Bank of America responded on August 9, 2022, stating that Debtor was aware of the additional $3,084.27.[33]

On August 16, 2022, the Court held a hearing on Debtor's motion to nullify the administrative order and Creditor's response. Debtor explained that the original proof of claim stated arrearage of $20,085.79, the confirmed plan and all subsequent payments reflected arrearage of $20,085.79. Debtor further stated that the amended proof of claim (Claim 10-2), reflected a lower arrearage of $20,010.79. Debtor's attorney further explained that the Debtor

[29] ECF No. 81.

[30] ECF No. 81.

[31] ECF No. 84.

[32] ECF No. 84.

[33] ECF No. 88.

was making regular plan payments throughout the duration of her 5-year plan, fell in arrears at the end because the Chapter 13 trustee disbursed additional funds to the Creditor upon the filing of Claim 10-3, before the 30-day response time had expired.

Creditor argued that, based on the parties' consent order in 2018, Debtor was aware that the mortgage arrearage included an additional $3,084.27 for post-petition payments and that it was merely correcting the proof of claim. Debtor argued that the Chapter 13 trustee's office practice is to not disburse funds based on the consent orders, but based on proofs of claim. The consent order, the Debtor argued, merely gave direction for filing an amended proof of claim. Creditor argued that it should be allowed to amend its claim any time prior to discharge. The Chapter 13 trustee's counsel explained that the Chapter 13 trustee's office disburses funds based on orders and proofs of claim in the disbursement process.

The Court took this matter under advisement and instructed the parties to make supplemental filings withing seven (7) days of the hearing. Both Debtor and Creditor filed supplemental responses.[34]

III. DISCUSSION[35]

When faced with the issue of whether the terms of a confirmed Chapter 13 plan (or post-confirmation modified plan) should be enforced or allowance of a conflicting amended proof of claim, bankruptcy courts have taken three approaches. The first approach is "claims process over plan confirmation process," which explains that the appropriate way to challenge a secured

[34] ECF Nos. 91 and 92.

[35] This Court has subject-matter jurisdiction pursuant to 28 U.S.C. § 1334(b). Venue is proper in this District. 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). The following shall constitute the court's findings of fact and conclusions of law in accordance with Rule 7052, Federal Rules of Bankruptcy Procedure.

creditor's proof of claim is to object to the allowance of the claim or file an adversary proceeding.[36] The second approach is "the confirmed plan process over the claims process," which focuses on the *res judicata* effect of a confirmed plan.[37] The third approach is described as the "middle of the road approach," which focuses on whether the secured creditor received adequate notice of a debtor's intent to modify is secured claim.[38] The Court adopts the second approach for the reasons explained below.

A. The Binding Effect of a Confirmed Plan.

Section 1327(a) of the Bankruptcy Code states the effect of confirmation of a chapter 13 plan, and 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."[39] In *Bullard v. Blue Hills Bank*, relying on section 1327(a), the Supreme Court explained that "[w]hen the bankruptcy court confirms a plan, its terms become binding on debtor and creditor alike[, and] [c]onfirmation has a preclusive effect, foreclosing all relitigation of 'any issue actually litigated by the parties and any issue necessarily determined by the confirmation order.'"[40] In *Espinosa*, the Supreme Court

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[36] *In re Jorge Alberto Jimenez Galindez and Alma Raquel Garcia Colon*, 514 B.R. 79, 86-96 (Bankr. D. P.R. 2014) (describing the three approaches taken by bankruptcy courts when faced with the issue of whether the confirmed plan trumps a newly filed amended claim). *See also, In re Basham,* 167 B.R. 903, 905-07 (Bankr. W.D. Mo. 1994) (discussing the three approaches to reviewing when an amended proof of claim (filed post-confirmation) conflicts with a confirmed chapter 13 plan).

[37] *Galindez*, 514 B.R. at 86-96.

[38] *Galindez*, 514 B.R. at 86-96.

[39] 11 U.S.C. § 1327(a) (2022) (emphasis added).

[40] *See Louis B. Bullard v. Blue Hills Bank*, 575 U.S. 496, 502-03 (2015) (citing *United Student Aid Funds, Inc. v. Espinosa*, 559 U.S. 260, 275 (2010)).

found that a confirmation order that resulted in student loans being discharged, in error, was enforceable and binding.[41]

Other courts within the Sixth Circuit have concluded that under section 1327(a) of the Bankruptcy Code, a confirmation order is *res judicata* of all issues that should have been resolved at the confirmation hearing. In *Wellman*, the Sixth Circuit Bankruptcy Appellate Panel explained that a confirmed plan "is treated as the exclusive and transcendent relationship between the debtor and the creditor."[42]

This Court concludes that Debtor's confirmed Chapter 13 plan and the subsequent orders approving a post-confirmation modification of the confirmed Chapter 13 plan bind the Debtor and Bank of America. The terms of the confirmed Chapter 13 plan may only be altered through the modification of the confirmation plan, as allowed through 11 U.S.C. § 1329 and Bankruptcy Rule 3015(h). Here, the Creditor's claim 10-1 and amended claim 10-2 were fully provided for and in the confirmed Chapter 13 plan and subsequent post-confirmation modifications. Debtor's confirmed Chapter 13 plan and post-confirmation modification of the confirmed Chapter 13 plan should be given *res judicata* effect. Creditor was serviced with a copy of the confirmation order, with the attached confirmed plan, and subsequent orders modifying the confirmed plan showing its claim 10-1 and amended claim 10-2 to be paid in the amounts of $20,085.79 and $20,010.29,

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[41] In *Espinosa*, the Supreme Court considered the order confirming a chapter 13 plan a final judgment, binding and enforceable although it contained a legal error. *Espinosa*, 559 U.S. at 275.

[42] *Salt Creek Valley Bank v. Wellman (In re Wellman)*, 322 B.R. 298, 301–02 (Bankr. 6th Cir. 2004) (explaining that: "When a debtor and a creditor have been bound to a confirmed plan, an action by the creditor seeking relief that is incompatible with the plan is properly overruled."). *See also In re McLemore*, 426 B.R. 728, 734 (Bankr. S.D. Ohio 2010) (discussing the binding effect of a confirmed chapter 13 plan pursuant to 11 U.S.C. § 1327(a)); *In re Thaxton*, 335 B.R. 372, 374-76 (Bankr. N.D. Ohio 2005) (barring creditor from recovering an arrearage higher than the amount provided for in the confirmed plan).

respectively.[43] Creditor took no action to ensure that the amount reflected second amended proof of claim 10-3 was consistent with the Debtor's confirmed Chapter 13 plan or any subsequent modification to the confirmed Chapter 13 plan. Therefore, Bank of America is bound by the terms of the confirmed Chapter 13 plan and subsequent modifications to the confirmed plan.

B. Determining the Allowance or Disallowance of an Amended Proof of Claim.

The Court now turns to whether Bank of America's filing of its second amended proof of claim (Claim 10-3) should be given any effect inconsistent with the terms of Debtor's confirmed Chapter 13 plan and subsequent modifications of the confirmed plan.

Section 501 of the Bankruptcy Code allows a creditor to file a proof of claim. Rule 3002(c) of Federal Rules of Bankruptcy outlines the timing for the filing of initial proofs of claim. Neither the Bankruptcy Code nor the Federal Rules of Bankruptcy Procedure impose a deadline for amending proofs of claim. Generally, creditors may amend their timely filed proofs of claim. The amended claim is allowed unless an objection is filed. If an objection is filed, the bankruptcy court determines whether the amended claim should be allowed or disallowed.

An order allowing a claim (as in this case) may be reconsidered under section 502(j) of the Bankruptcy Code.[44] Rule 3008, Federal Rules of Bankruptcy Procedure, allows a party in

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[43] *See* ECF Nos. 24, 40, 42, 45, 57, 73, 75.

[44] Section 502(j) states:

> A claim that has been allowed or disallowed may be reconsidered for cause. A reconsidered claim may be allowed or disallowed according to the equities of the case. Reconsideration of a claim under this subsection does not affect the validity of any payment or transfer from the estate made to a holder of an allowed claim on account of such allowed claim that is not reconsidered, but if a reconsidered claim is allowed and is of the same class as such holder's claim, such holder may not receive any additional payment or transfer from the estate on account of such holder's allowed claim until the holder of such reconsidered and allowed claim receives payment on account of such claim proportionate in value to that already received by such other holder. This subsection does not alter or modify the trustee's right to recover from a creditor any excess payment or transfer made to such creditor.

interest to move for reconsideration of an order allowing or disallowing a claim.[45]

Courts have developed a two-prong test in evaluating the allowance or disallowance of an amended claim: (1) whether the amended claim relates back to the originally filed claim, and (2) whether it is equitable allow the amended filed claim.[46] The "equitable determination to allow or disallow an amendment to a proof of claim timely filed is entrusted to the sound discretion of the bankruptcy court."[47]

First, if the amended claim does not relate back to the original time filed claim, then the amended claim is considered a new claim and may be disallowed as an untimely filed claim. An amended claim relates back to the originally filed claim if the amendment arose from the same conduct, transaction, or occurrence as the original claim.[48] The Court concludes that amended claim 10-3 arose out of the same transaction or occurrence as the original timely filed claim and first amended claim (Claims 10-1 and 10-2), and therefore is not a new claim.

Second, to determine whether it is equitable to allow an amended claim, courts have considered the following equitable factors:

1. Whether the debtor and creditors relied on the earlier proof of claim or had reason to know that subsequent proofs of claims would be filed;

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11 U.S.C. § 502(j) (2022).

[45] Bankruptcy Rule 3008 states: "A party in interest may move for reconsideration of an order allowing or disallowing a claim against the estate. The court after a hearing on notice shall enter an appropriate order." Fed. R. Bankr. P. 3008.

[46] *In re Channakhon*, 465 B.R. 132, 140-41 (Bankr. S.D. Ohio 2012) (discussing the two-prong test of whether an amended claim should be allowed in a chapter 7 case—when evaluating the "equities" of whether the amended claim should be allowed, the bankruptcy court looked at the impact on other unsecured creditors in the chapter 7 case).

[47] *In re Hemingway Transport, Inc.,* 954 F.2d 1, 10 (1st Cir. 1992) (citing *In re AM Int'l, Inc.*, 67 B.R. 79, 81 (Bankr. N.D. Ill. 1986)).

[48] *In re Channakhon*, 465 B.R. at 140-42 (explaining how an amended claim should be evaluated when deciding if the amended claim is a new claim or related to the originally filed claim).

2. Whether other creditors will receive a windfall by the court refusing to allow amendment;
3. Whether the [Creditor] intentionally or negligently delayed in filing its proof of claim;
4. The justification for the [Creditor's] failure to request extension of the bar date; and
5. Whether equity requires consideration of any other factors.[49]

The Court concludes that the equitable factors weigh in favor of disallowing the claim. Debtor relied on Creditor's proof of claim 10-1 and the confirmed Chapter 13 plan with an arrearage of $20,085.79. Debtor's reliance was further bolstered when Creditor filed amended proof of claim 10-2 for a slightly lower amount of $20,010.79 about nineteen (19) months post-confirmation. Creditor's second amended claim (Claim 10-3) was filed after the Court granted Debtor's motion for determination for final cure and payment, at the conclusion of the Chapter 13 case. Creditor's amended proof of claim 10-3 sought an additional $3,084.27 at end of the Chapter 13 case.

From 2018 through 2022, Bank of America had many opportunities to correct the mortgage arrearage, but it failed to do so.[50] Its first proof of claim (Claim 10-1), filed on June 28, 2018, listed the arrearage as $20,085.79. Its amended proof of claim (Claim 10-2), filed on

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[49] *In re Channakhon*, 465 B.R. at 143-45 (evaluating the "equities" of whether an amended claim should be allowed in a chapter 7 case); *In re Garner*, 113 B.R. 352, 357 (Bankr. N.D. Ohio 1990) (adopting the "*Ms. Glamour Coat*" factors in determining whether there are equitable factors supporting the allowance of an amended proof of claim); *Pyramid Bldg. Co.*, 87 B.R. 38, 40 (Bankr. N.D. Ohio 1988) (*citing In re Miss Glamour Coat Co.*, 80–2 U.S.T.C. 9737 (S.D.N.Y. Oct. 12, 1980)) (outlining the equitable factors in determining whether an amended claim should be allowed).

[50] Rule 3002.1, Federal Rules of Bankruptcy Procedure, outlines the noticing requirements of a mortgagee to debtors relating to security interest in a debtor's principal residence. Under Rule 3002.1, Bank of America was required to notify the Debtor anytime there was a change to the mortgage payment or if there were any additional post-petition fees and expenses. Bank of America has complied with this rule by promptly issuing Notices of Payment Change. Under Rule 3002.1(g), when the Notice of Final Cure Payment was issued, Bank of America also promptly responded to the Notice of Final Cure Payment. The Debtor filed a motion for determination of final cure, and on June 14, 2022, this Court conducted a hearing of final cure and payment determination pursuant to Rule 3002.1(h), at which Bank of America was not present.

February 24, 2020—after Debtor and Creditor submitted its agreed order resolving objection to confirmation—listed the arrearage as even lower for $20,010.79. After the Court entered an order granting the Debtor's motion that the mortgage arrearage had been cured, Creditor circumvented that order by filing amended claim with the arrearage as $23,170.06 (Claim 10-3). Creditor did not seek rehearing or reconsideration of the order granting the Debtor's motion for determination of final cure and payment. Bank of America provided no explanation for its lack of action in verifying that its claim was properly provided for in the confirmed Chapter 13 plan and in subsequent modifications to the confirmed plan, or for the delay in filing amended proof of claim 10-3.

Relying on *In re Key*, Creditor contends that its amended proof of claim should be allowed because the Debtor knew about the additional arrearage because the Debtor agreed to the amount in the later-submitted consent order.[51] The Court in *Key* explained that, "the debtor's original expectations [we]re not dramatically upset by [creditor's] amended claim."[52] Unlike in *In re Key*, the additional arrearage in this case was not listed in the confirmation order or in creditor's first or amended proof of claim (Claims 10-1and 10-2). The equitable factors in *Key* are not present in this case.[53]

The better reasoned decisions (as cited in Debtor's supplemental filing) disallowed

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[51] *In re Janice Terry Key*, 64 B.R. 786, 790 (Bankr. M.D. Tenn. 1986) (allowing creditor to amend timely proof of claim because doing so was not prejudicial to the debtor or unequitable to other creditors).

[52] *Id.* at 790.

[53] *See In re Garne*r, 113 B.R. 352, 357 (Bankr. N.D. Ohio 1990). In *Garner*, in disallowing the IRS' amended claim for $4,000, the court reasoned that "allowance of the amended claim would result in the infeasibility of the plan and in all probability the dismissal of the case. In that event it would deprive the Debtors of the opportunity to proceed with a plan confirmed by the Court on which Debtors have paid over $570 a month since August 1988, at least $550 in attorney's fees as well as substantial payments outside the plan to its mortgagee." *Id.* There are similar concerns here.

amended proofs of claims where it would be inequitable to allow them, such as in the examples below:

1. Mortgagee's amended claim filed close to the end of the Chapter 13 case that substantially increased the arrearage owed was disallowed because the debtor did not have the ability to pay and would be prejudiced by the allowance of the amended claim;[54]
2. Amended claim was disallowed because allowance would be unfairly prejudicial where the amended claim would add $12,608.52 after the final cure notice was issued;[55]
3. Amended claim was disallowed because the amended proof of claim was filed three months before the debtor's completion of payments;[56]
4. Amended claim was disallowed when Creditor did not object to a notice of final cure and then filed an amended proof of claim seeking additional arrearage;[57] and
5. Court disallowed amended proof of claim and held that the mortgagee was bound by the terms of the plan regarding the amount of the arrearage.[58]

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[54] *In re Bozeman*, 616 B.R. 407, 417 (Bankr. M.D. Ala. 2020) (discussing equitable factors where creditor failed to amend the proof of claim until the end of the case, the court concluded: "To allow a late proof of claim here would be to reward Mortgagee for its lack of diligence and its duplicity–in blaming others and unfairly penalize Debtor.").

[55] *In re Mason*, 520 B.R. 508, 519 (Bankr. S.D. Miss. 2014) (clarifying that "[n]either the Trustee nor the Debtor had a responsibility to tell [creditor] how to complete its proof of claim.").

[56] *In re Alonso*, 525 B.R. 195, 207 (Bankr. D. P.R. 2015) (finding that the debtor who had already committed all of her disposable income to fund the plan for 57 months of a 60-month plan was unable to meet the deficiency caused by the amended claim and that "[t]he secured creditor had ample time to correct its mistake but failed to do so, thus waiving its right to receive payment of those pre-petition mortgage arrears.").

[57] *In re Galindez*, 514 B.R. 79, 105 (Bankr. D. P.R. 2014) (finding that Creditor's "filing of an amended claim under the facts of this case may not be employed to collaterally attack a final order confirming a Chapter 13 plan.").

[58] *In re Passavant*, 444 B.R. 378, 385 (Bankr. S.D. Ohio 2010) (stating that creditor who "waited nearly five years

Bank of America's amended proof of claim 10-3 would add a significant amount to Debtor's plan at the end of the Chapter 13 case, potentially making it impossible for Debtor to complete the Chapter 13 case and receive a discharge. To allow Bank of America's amended claim would be highly inequitable.

IV. CONCLUSION

For the forgoing reasons, the Court grants Debtor's *Motion to Nullify Administrative Order Allowing Amended Claim*. Debtor's confirmed Chapter 13 plan and subsequent modifications of the confirmed Chapter 13 plan are binding on Bank of America. Allowing Creditor's second amended claim (Claim 10-3) would be inequitable and should be disallowed. Creditor filed Claim 10-3 only after the Court ruled on Debtor's Motion to Determine Final Cure and Payment, and Creditor should bear the weight of its delay in filing its second amended proof of claim and failing to monitor plan payments. Debtor, having completed Chapter 13 plan with a 100% payment to unsecured creditors, is entitled to a discharge. The *Order Granting Debtor's Motion for Determination of Final Cure and Payment of All Post Petition Payment* stands and remains enforceable. The Creditor shall refund any payments made to it on Claim 10-3 by the Chapter 13 trustee. The Court will enter a separate order consistent with this opinion.

cc: Debtor
Bank of America
Chapter 13 Trustee
United States Trustee
All Creditors on the Matrix

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after confirmation of the Plan (and after the Debtors had completed payments thereunder) to assert the additional arrearage claim" waived its right to assert the additional arrearage.). *See also, In re Northeastern Int'l Airways*, 99 B.R. 487 (Bankr. S.D. Fla. 1989) (stating that prejudice "involves an irrevocable change in position or some other detrimental reliance on the status quo.").