Recent Decisions of the Bankruptcy Court of the Middle District of Alabama

NOTE: The following case summaries are intended solely to assist the local bankruptcy bar in identifying cases with pertinent issues and facts. They are not official court summaries and are not intended to be used as binding authority in briefs or oral argument. These summaries do not include or reflect any subsequent case history or appeals. It is the user's responsibility to examine the full opinion to determine the Court's holding. Later changes in the Bankruptcy Code, state laws, or case law may also render cases obsolete.

Date of order	Case Number	Case Name/Title	Summary
5/7/2026 *(on appeal as of 5/21/2026)*	25-32695 (BPC) [Docs. 145; 196; 214]	*In re Simmons*	The Court denied Debtor's motion to declare a foreclosure sale void and recover damages for an alleged violation of the automatic stay. Although the foreclosure sale and bankruptcy petition occurred on the same day, Debtor's evidence established that the sale concluded before the petition was filed. Debtor also failed to establish that Creditor engaged in any postpetition communication or conduct, and therefore failed to prove a willful stay violation or another basis for setting aside the foreclosure sale. (Doc. 145). The Court also denied Debtor's emergency motion seeking reconsideration of and a stay of an order requiring him to turn over $19,997 to the Trustee, finding that Debtor presented no newly discovered evidence, manifest error of law or fact, applicable ground under Rule 60(b), or exceptional circumstances, and instead merely sought to relitigate matters already decided and delay compliance with the turnover order. (Docs. 196, 214).
4/30/2026	25-81475 (BPC) [Doc. 51]	*In re James*	The Court overruled without prejudice Debtor's objections to two unsecured claims arising from consumer-credit accounts. Debtor argued that the claims should be disallowed because the creditors did not attach the underlying writings or sufficient assignment documentation. The Court determined that the claims substantially complied with Rule 3001 and were entitled to prima facie validity because the claims were based on open-end or revolving consumer-credit agreements, and the account statements contained the information required by Rule 3001(c)(4)(A). Debtor offered no evidence rebutting the validity of the claims and identified no ground for disallowance under 11 U.S.C. § 502(b), and the Court concluded that insufficient documentation alone did not warrant disallowance.
03/23/2026	24-03070 (BPC) [Doc. 35]	*Castille, et al., v. Carlisle*	The Court denied Defendant's motion for summary judgment on Plaintiffs' claims under 11 U.S.C. §§ 523(a)(2)(A) and 523(a)(6). Defendant argued that Plaintiffs could not prove their claims because the discovery deadline passed and Plaintiffs had not produced affidavits, documents, deposition testimony, or other admissible evidence. The Court concluded that Defendant failed to meet his initial burden under Rule 56 because he did not identify materials in the record demonstrating the absence of a genuine issue of material fact and instead relied on the assertion that Plaintiffs could not meet their burden at trial. Because

			Defendant did not satisfy his initial burden, the burden never shifted to Plaintiffs.
2/26/2026	25-01019 (BPC) [Doc. 18)	*Wingfield v. BLOCK, INC.,*	The Court entered default judgment against BLOCK, Inc., doing business as Cash App, and awarded Plaintiff $1,875.00 in actual damages for a willful violation of the automatic stay. After receiving actual notice of Plaintiff's bankruptcy through an amended schedule and a cease-and-desist letter, Defendant continued its collection efforts through numerous text messages and emails. Although Plaintiff testified that the communications distracted her at work and caused her to miss delivery opportunities, she did not provide evidence sufficient to quantify lost income or establish emotional-distress damages. The Court awarded the attorney's fees incurred in pursuing the stay-violation action as actual damages under 11 U.S.C. § 362(k)(1). The Court declined to award punitive damages because Plaintiff did not establish that Defendant's conduct was sufficiently egregious, malicious, callous, or undertaken in bad faith.
12/19/2025	25-08008 (BPC) [Doc. 19.]	*Jackson v. Select Portfolio Servicing*	The Court granted Defendant's motion to dismiss and dismissed the adversary proceeding without prejudice. Plaintiff sought a determination regarding the dischargeability of certain mortgage fees and charges and asserted claims for negligence, fraud, and breach of contract arising from Defendant's alleged handling of a mortgage loan, modification requests, and foreclosure proceedings. The Court concluded that Count I failed because Plaintiff identified no statutory basis or factual allegations supporting a plausible dischargeability claim. The negligence claim consisted only of general assertions that Defendant owed and breached a duty, without facts supporting the required elements. The fraud claim did not identify the alleged misrepresentations, documents, speakers, timing, or circumstances with the particularity required by Rule 9(b). The breach-of-contract claim likewise failed because Plaintiff did not allege the existence of a valid contract between the parties or plead the remaining elements of the claim.
9/9/52025	24-81152 (BPC) [Docs. 73; 114]	*In re McGregor*	The Court overruled Debtor's objection to Claim No. 19 as to timeliness but sustained the objection as to classification and reclassified the claim as a general unsecured claim. Although the proof of claim was filed after the stated bar date, the Court concluded that the bar date fell on an Alabama state holiday and therefore was extended under Rule 9006 to the next business day, making the claim timely. The claim arose from a divorce decree requiring Debtor to pay his former spouse one-half of the equity in the marital residence. Looking beyond the label assigned to the obligation, the Court determined that it constituted a property settlement rather than a domestic support obligation because the amount was fixed according to the residence's equity, payment entitled the former spouse to transfer her interest in the property, the decree expressly declined to award alimony, and the obligation lacked characteristics ordinarily associated with support. (Doc. 73). The district court affirmed, concluding that the

			Bankruptcy Court's factual findings were not clearly erroneous and that its legal conclusions contained no error. (Doc. 114).
07/15/2025	24-01025 (BPC) [Doc. 65]	*Stanford v. The LCF Group, Inc.*	The Court denied both parties' motions for summary judgment on Plaintiff's claim for damages arising from an alleged willful violation of the automatic stay. The parties disputed whether the underlying transaction was a loan for which Plaintiff was personally liable or a sale for which Plaintiff merely guaranteed performance, whether and when Defendant received notice of the bankruptcy case, and whether Defendant acted willfully. Because the competing affidavits and submissions presented differing factual accounts concerning liability, notice, intent, and willfulness, the Court concluded that genuine issues of material fact remained for trial and that neither party was entitled to judgment as a matter of law.
02/28/2025	24-03060 (BPC) [Doc. 16]	*Wilkins v. Bowen, et al.*	The Court denied Defendants' motion to dismiss the Chapter 7 Trustee's claims seeking denial of Debtor's discharge and avoidance and recovery of an allegedly fraudulent transfer. The Trustee alleged that Debtor transferred or sold several assets before bankruptcy, failed initially to disclose those transactions, and transferred money from his IRA into a joint account with his wife for no consideration. Defendants argued that the IRA transfer involved exempt property and therefore could not support the claims. Accepting the well-pleaded allegations as true, the Court concluded that the Trustee stated a plausible claim under 11 U.S.C. § 727(a)(2), § 548(a)(1), and § 550(a).
02/28/2025	24-03006 (BPC) [Doc. 27]	*Wilkins v. Husband, et al.*	The Court granted the Chapter 7 Trustee's request for a declaratory judgment that Debtor's right to receive payments under a prepetition divorce settlement was property of the bankruptcy estate. The settlement agreement required Debtor's former spouse to pay her $100,000 and any remaining amounts owed under the property division by 2026. Because the parties agreed that the obligation constituted alimony in gross, the Court concluded that Debtor's right to payment vested under Alabama law when the divorce decree became final, several years before the bankruptcy filing. The fact that payment could occur after the petition date did not alter the vested nature of the interest. The Court further concluded that § 541(a)(5)(B) did not exclude the claim because that provision expands the estate to include certain after-acquired property rather than limiting interests already included under § 541(a)(1). Accordingly, the divorce claim and any future proceeds or payments arising from it were property of the estate under §§ 541(a)(1), (6), and (7).
5/7/2026 *(on appeal as of 5/21/2026)*	25-32695 (BPC) [Docs. 145; 196; 214]	*In re Simmons*	The Court denied Debtor's motion to declare a foreclosure sale void and recover damages for an alleged violation of the automatic stay. Although the foreclosure sale and bankruptcy petition occurred on the same day, Debtor's evidence established that the sale concluded before the petition was filed. Debtor also failed to establish that Creditor engaged in any postpetition communication or conduct, and therefore failed to prove a willful stay violation or another basis for setting aside the foreclosure

			sale. (Doc. 145). The Court also denied Debtor's emergency motion seeking reconsideration of and a stay of an order requiring him to turn over $19,997 to the Trustee, finding that Debtor presented no newly discovered evidence, manifest error of law or fact, applicable ground under Rule 60(b), or exceptional circumstances, and instead merely sought to relitigate matters already decided and delay compliance with the turnover order. (Docs. 196, 214).
06/17/2026	26-03013 (CLH) [Doc. 51]	*Jackson Hospital & Clinic, Inc. v. Blue Cross and Blue Shield of Alabama*	Plaintiff filed Emergency Motion for Preliminary Injunction. At confirmation hearing Plaintiff discussed negotiations with Defendant regarding feasibility of the Plan. Plaintiff did not state that, without drastic increases in reimbursement rates from Defendant, Plaintiff could not emerge from bankruptcy and would be forced to cease operations. The Court was not informed of this critical piece of information, and the Court confirmed the Plan. Four weeks later, the Plaintiff filed this adversary proceeding and Motion for Preliminary Injunction. This proceeding and Motion are related to 2026 reimbursement rates paid by the Defendant to the Plaintiff under the Provider Agreements. Plaintiff would only accept an increase in the reimbursement rate structure that was equal to other hospitals in the area. The reimbursement rates that the Defendant pays the Plaintiff are intertwined with the Plaintiff's bankruptcy case and viability of the Plan. Court must consider whether Plaintiff has met its burden with respect to relief requested. A court may grant injunctive relief only if movant proves: (1) substantial likelihood of success on the merits; (2) irreparable injury will be suffered; (3) threatened injury to movant outweighs damage proposed injunction may cause opposing party and (4) if issued, injunction not adverse to public interest. Plaintiff did not establish a likelihood of success on the merits because Plaintiff equates failure to pay Plaintiff the same reimbursement rate as a competitor in the same region as a failure to negotiate in good faith. The evidence demonstrated that Defendant provided rational explanations for the difference between the rates. Plaintiff has not established that it will suffer irreparable injury if Court does not unilaterally increase reimbursement rates under the Provider Agreement. The CEO of the Plaintiff testified that it had been in discussions with Government Entities and that their funding was not contingent on the Plaintiff's reimbursement rates being raised. The injury to the Plaintiff is avoidable, so no situation where its potential injury outweighs the potential damage. The Court agrees that the Plaintiff's continued operations will serve the public interest. However, the mechanism the Plaintiff seeks to use has the Court rewriting a contract and imposing terms of performance on the Defendant that they did not agree to. Court concluded that Plaintiff failed to meet the high burden necessary to obtain a preliminary injunction.
11/20/2025	25-30256 (CLH) [Doc. 1182]	*In re Jackson Hospital & Clinic, Inc., et al.*	Attorney and Law Firm ordered to appear and show cause as to why sanctions should not be imposed. Attorney filed a motion regarding Progressive Profusion payments. The Court questioned

			the attorney, noting that the regulations cited in the Motion did not support the legal propositions for which Progressive had cited them. Attorney went further to assert that case law supported their client's position, but no cases were cited in the Motion or discussed at the hearing. Court entered an Order against the attorney denying the motion. Attorney filed a motion to reconsider. The DIP Lender and Debtors filed a response to this Motion compiling numerous citations that did not stand for the proposition for which they were cited. Less than two hours before the hearing on the Motion to Reconsider, attorney filed a Supplemental Brief in Support of the Motion which continued to miscite authorities. Court communicated at the hearing its concerns with the authorities cited. The Court asked the attorney point blank whether generative artificial intelligence had been used at any point, which the attorney denied. Attorney withdrew Motion to Reconsider and Supplemental Brief. Court then announced that an order to appear and show cause for attorney and law firm was forthcoming. Both the DIP Lender and Debtor filed Motion for Sanctions. After learning of the Show Cause Order, the Firm undertook additional remedial preventive measures: paid fees sought in Motion for Sanctions, internal investigation to determine if any other of attorney's filings contained hallucinations, assigned attorney a co-counsel to work with for every case, a firm AI Policy involving cite checking, and firm AI training. Attorney admitted to misleading Court and accepted responsibilities for their actions. Attorney conceded they were responsible for Motion to Reconsider. Court concluded that Firm was not sanctioned or reprimanded but directed to provide a copy of the Opinion and Order and new policies to every attorney in the Firm. Attorney received a public reprimand and was required to provide a copy of the Opinion and Order to clients, opposing counsel, and every presiding judge. Further, pro hac vice admission revoked.
10/23/2025	21-30816 (CLH) [Doc. 117]	*In re Phifer*	Debtor filed for Chapter 13 bankruptcy, stating he owned a business that had commercial property. In Debtor's schedules, commercial property was in the name of Debtor's Business only. The promissory note and Corrective Mortgage attached to Creditor's Proof of Claim named the Business as the obligor. The Debtor executed them in his capacity as the President of the Business. Creditor filed Motion to Determine Absence of Co-Debtor Stay. Creditor asserted in Motion that because the Commercial Property was owned by the Business and the Promissory Note and Corrective Mortgage were in the name of the Business, the automatic stay did not prevent foreclosure of property. Debtor filed a motion asserting that Creditor violated automatic stay by demanding possession of commercial property. Creditor confirmed absence of the stay with respect to the Business and the commercial property and foreclosure on the commercial property was completed. Debtor filed a Motion to Reconsider asserting Creditor violated stay on the grounds that

			the Plan provided for the payment of the Business debt related to the commercial property. A Motion to Reconsider is governed under Rule 9023. Even construing the Debtor's Motion liberally, no grounds apply for the Court to grant it. Court denied Motion to Reconsider on the grounds of no intervening change in controlling law, no newly discovered evidence, and no clear error or injustice.
06/16/2025	25-30384 (CLH) [Doc. 32]	*In re Lewis*	Debtor objected to claim based on a judgment issued against him in 2004 and revived in 2015 on the grounds that the judgment was satisfied or stale. The debtor's prior case was dismissed on February 7, 2025, and the instant case was filed on February 19, 2025. Alabama Code § 6-9-190 states that a judgment cannot be revived after 20 years from its entry; the 20-year period for this judgment expired 2 months before the instant case was filed. The creditor asserted that 11 U.S.C. § 108(c)(2) extends the relevant date to 30 days after the termination of the stay. Court held that since the debtor had a prior case within a year of the petition, the automatic stay terminated on March 19, 2025 and the creditor was free to continue proceedings against the debtor. Since the creditor did not do so within the 30-day period, its right to continue proceedings against the debtor extinguished. Court sustained the debtor's objection and dismissed the claim on the grounds that the unenforceability of the underlying judgment made the claim stale.
05/15/2025	25-30256 (CLH) [Doc. 491]	*In re Jackson Hospital & Clinic, Inc., et al.*	Professionals working on behalf of the debtor sought to expand their employment applications to represent The Medical Clinic Board in sale and restructuring proceedings. The Board owned real and personal property which the debtors used to operate their businesses through a debt and lease structure. The Board served primarily as a pass-through entity for the benefit of the debtors; however, the Board was free to provide property to any medical facility within Montgomery city limits. Court rejected the Professionals' motion on the grounds that Section 327(a) does not permit the Court to issue an order authorizing the retention of professionals to represent non-debtor parties. Further, even if the Court did have the authority to issue such an order, since the interests of the debtors and the Board did not completely align, issues of adverse interest and lack of disinterestedness would arise if Professionals represented both parties through any sale and restructuring involving the debtors.
04/17/2025 *(on appeal as of 5/5/25)*	20-80067 (CLH) [Doc. 366]	*In re West Pace, LLC*	Debtor and creditor involved in state court litigation since 2012. In 2020, the debtor filed the instant bankruptcy right before trial. Debtor filed objections against numerous claims. Debtor forfeited the right to file a Chapter 11 plan. Plan proposed by creditor was adopted and the debtor failed to challenge the validity of the plan for 4 years. Under the plan, a liquidating trustee was appointed who withdrew an objection to a claim in 2022. In 2025, the debtors filed an objection to the claim. The Liquidation Trust Agreement, which was incorporated into the Confirmation Order, gave the trustee the exclusive ability to object to claims. Thus, since the plan had been confirmed, the

			objectors lacked standing to object to claims. Moreover, even if the plan was silent on the right to bring objections, the debtor would have waived the right to object to the claim because they failed to provide any support for their objection even after years of preparation to litigate the matter. Debtors lack standing to bring objection or alternatively waived the right to object.
04/08/2025	25-30256 (CLH) [Doc. 343]	*In re Jackson Hospital & Clinic, Inc., et al.*	Debtors' DIP Motion involved liens on pre-petition collateral that would prime liens previously granted to the Movants and a carve-out provision which reserved a certain amount of cash collateral for statutory and professional fees. The Interim DIP Order granted the Movants new post-petition liens to protect their interests in the DIP collateral and super-priority administrative expense claims subject to the DIP Lender's claims and liens and the Carve Out. The Movants appealed provisions in the final DIP order authorizing the carve-outs on the grounds that they improperly infringed on the Movants' rights as secured creditors and sought a stay while the appeal was pending. Despite assuming that the Movants could prevail on appeal and that they would suffer irreparable harm, the Court denied the stay because the DIP Lender reserved the right to consider the granting of a stay an event of default. Since the use of cash collateral was essential to the continued operation of the debtors and a shutdown would jeopardize the lives and health of patients, the public interest favored continuation of the funding. The Movants thus failed to establish the elements necessary to support a stay because the Court placed the most weight on the public harm that could possibly result from a termination of funding.
02/24/2025	24-01018 (CLH) [Docs. 39 & 40]	*Cosmographic Software, LLC v. Franklin*	Creditor sued Debtor in Michigan State Court for several torts, including conversion. Debtor had notice of the TRO but failed to appear at the show-cause hearing despite being personally served 3 days prior. Debtor subsequently violated the TRO and failed to appear at the contempt hearing despite having notice. State court later entered a Consent Judgment against the debtor totaling \$425,000, rendering the injunction permanent and finding in favor of the creditor on all counts. Debtor filed for Chapter 7, listing creditor's claim as an unsecured claim totaling \$425,000. Creditor filed a motion asking the Court to find the judgment nondischargeable under sections 523(a)(4) and (a)(6). Court, applying the CSX Transp. factors, held that issue preclusion precluded the debtor from relitigating the factual issues of the judgment rendered against him in state court. Court held that because the judgment was entered against the debtor for the intentional tort of conversion and the facts underlying that judgment were entitled to preclusion the judgment was nondischargeable under section 523(a)(6) because the debtor engaged in willful and malicious conduct.
12/05/2024	24-32275 (CLH) [Doc. 18]	*In re Alexander*	Petition to appoint Jasmine Alexander as Guardian Ad Litem. Ms. Alexander filed an instant Chapter 13 case on behalf of the debtor, her brother. Debtor suffers from disabling mental health issues and receives SSI benefits. Ms. Alexander became debtor's

			primary caregiver and manager of his finances. Upon discovering the mortgage on a residence had become delinquent, Ms. Alexander filed the instant petition. Court, relying on the testimony of Ms. Alexander and the determinations of the Social Security Administration, found the debtor to be an incapacitated person under Alabama law and thus incompetent for the purposes of Rule 1004.1. Ms. Alexander, as the primary caregiver for the debtor, was found to be truly dedicated to the debtor's best interests. Thus, it was appropriate to appoint her as the "next friend" of the debtor.
12/05/2024	19-31794 (CLH) [Doc. 121]	*In re Moultry*	Debtors filed the instant Chapter 13 listing a car. Creditor held a secured claim on the vehicle. In 2024, the vehicle was totaled. Insurance settled the claim for $8,505.09. Debtors requested to use the insurance proceeds to complete payments under the Plan. Creditor objected, asserting the insurance proceeds were subject to its lien under Alabama Code §§ 7-9A-102(a)(64)(E), 7-9A-203(f) and 7-9A-315(c) and that under 11 U.S.C. 1325(a)(5)(B)(i) this lien secures the balance owed by debtors, estimated to be $5,412, until the debtors receive a discharge. Court found that since creditor had a perfected security interest in the collateral, creditor now held a perfected security interest in the insurance proceeds, limited to the balance of its secured claim under the Plan. Even though creditor was entitled only to the remaining balance owed on its secured claim, creditor's lien must be protected until full payment, discharge, or dismissal. Court found that since unresolved mortgage issues made it uncertain that the debtors would obtain a discharge when using the funds to complete payments under the Plan, any insurance proceeds remaining after payment of creditor's secured claim were to be remitted to trustee until discharge.
12/05/2024	23-31424 (CLH) [Doc. 89]	*In re Scott*	Creditor filed a proof of claim asserting a secured claim for $6,423.94. The amended plan proposed by Debtor valued the secured portion of creditor's claim at $300 or less. Creditor objected to confirmation but withdrew the objection when Debtor asserted that the creditor's security interests were in household goods and thus void and unenforceable. Creditor amended its claim to reclassify its claim as unsecured, asserting this rendered Debtor's objection moot. The Court found the issue was not moot because there was evidence the voluntarily ceased activity would recur in the future. The Court found that the Debtor had standing to assert violations of the FTC Act via objection because the Supreme Court ruled in Kaiser that Courts cannot enforce a contract provision that violates the Act. The Court, interpreting the Act to prevent liens on "household necessities," found that a lawnmower and a weedeater were necessary for home maintenance and thus "household goods" protected by the Act. In contrast, a pressure washer and a generator were not household necessities protected by the Act. Court held that since the Loan Agreement could have been executed without including the lawnmower and weedeater as collateral, these portions of the

			agreement can be severed and the agreement should not be rendered void ab initio.
12/05/2024	20-80560 (BPC) [Doc. 68]	*In re Raiford*	The Court granted Debtor's motion for a Chapter 13 discharge over the Trustee's objection based on pending criminal charges. Debtor faced a felony charge arising from alleged conduct occurring more than four years after the bankruptcy filing. The Court concluded that 11 U.S.C. § 522(q)(1) did not apply because Debtor's claimed exemptions did not exceed the statutory threshold and the alleged post-petition conduct did not demonstrate that the filing of the bankruptcy case was abusive. The Court further found no reasonable cause to believe that Debtor could become liable for a debt arising from serious physical injury or death because neither indictment alleged that the victim suffered injury, and the reckless-endangerment charge concerned conduct creating a risk of injury rather than resulting in injury. Accordingly, § 1328(h) did not bar discharge.
10/01/2024	19-80480 (BPC) [Doc. 63]	*In re Silmon*	The Court granted the Chapter 13 Trustee's motion to redistribute a sum refunded by the IRS to unsecured creditors under the confirmed plan. Although the Court concluded that the plan could not be modified after Debtor completed her plan payments, it construed the Trustee's request as a motion to direct payments rather than a modification. The refunded funds were payments Debtor already committed under the confirmed plan, which permitted unsecured creditors to receive distributions up to the full amounts of their allowed claims. Because those creditors had received only 15.46% of their claims, returning the refund to Debtor would effectively reduce the amount she committed to pay and improperly modify the plan. The Court also rejected Debtor's argument that the Trustee had paid an invalid priority claim, concluding that the Court had no independent duty to review the IRS claim's priority status absent an objection.
09/03/2024	24-80619 (CLH) [Doc. 47]	*In re Sanders*	In 2005, Debtor executed a note secured by a mortgage on real property that was subsequently assigned to the Creditor. In 2023, Debtor defaulted, and Creditor began foreclosure proceedings. Debtor filed a quitclaim deed. Creditor purchased property at foreclosure sale. Debtor refused to vacate when served with notice. Creditor secured a court order forcing Debtor to vacate within 20 days. Debtor filed a case against Creditor and various other parties in federal Court. Debtor refused to cooperate with a sheriff performing eviction and was arrested. Debtor nonetheless entered and re-established possession of the real property. Four days later, Debtor filed instant Chapter 11 bankruptcy case, claiming she still owned the real property and listing Creditor as an unsecured creditor. Bankruptcy administrator filed a motion to dismiss for Debtor's failure to abide by the terms of the Court's operating order and Creditor filed motion for relief from stay. Court found that the facts established that the Debtor's Chapter 11 filing was part of a scheme to delay, hinder, or defraud Creditor, and thus there was cause to grant in rem relief from stay as to the real property.

06/25/2024	23-31430 (CLH) [Doc. 113]	*In re Lucida Construction Company, LLC*	The Court denied the debtor's amended plan of reorganization under Subchapter V of Chapter 11 because the debtor did not meet its burden to establish that the plan was feasible under section 1129(a)(11). The evidence was insufficient to establish that confirmation of the plan would not likely be followed by the liquidation, or the need for further financial reorganization, of the debtor. Moreover, there was no vote of confidence from the creditor body. The Court also concluded that the debtor had not presented evidence sufficient to support the nonconsensual non-debtor third party releases contained in the plan.
05/10/2024	19-11575 (BPC)	*In re Brown*	After an order reimposing the stay entered in October 2023 (*see below*), Creditor filed a Notice of Default citing a default in the December plan payment. Debtors did not file any response, and Creditor subsequently filed a Notice of Termination. Given the facts and history of the case, the Court shared Creditor's frustration that Debtors, again, did not file a response to Creditor's Notice of Default. However, the Court ultimately found that the "said default" in Creditor's Notice of Default was cured by Debtors and that the Notice of Termination entered improperly. Accordingly, the Court struck the Notice of Termination and reimposed the stay. Creditor appealed. On February 2, 2024, the district court dismissed the appeal. (Doc. 144).
5/2/2024	23-08005 (BPC)	*Mooney v. Mooney*	The Court denied Plaintiff's Motion for Summary Judgment seeking a determination that the divorce obligation was non-dischargeable pursuant to § 523(a)(5). Plaintiff provided affidavits, a deposition of Defendant, and the underlying Settlement Order from the divorce. However, the documents provided contained opposing accounts regarding the parties' intent. Because domestic support obligations are highly factual determinations, and the intent of the parties remained a genuine issue, the Court found that Plaintiff failed to meet her burden for summary judgment.
4/30/24	23-80977 (BPC)	*In re Franklin*	The Bankruptcy Administrator sought dismissal of Debtors' Chapter 7 case pursuant to 11 U.S.C. §§ 707(b)(2) and (b)(3). Specifically, the BA took issue with the following deductions: vehicle operating expenses, tax expenses, and charitable contribution. The Court found Debtors' testimony supported their vehicle and charitable deductions and that the Debtor's student loan payment constituted a special circumstance under the facts of this case which rebutted the presumption of abuse. As to the BA's § 707(b)(3) argument, the Court concluded that the totality of the circumstances did not suggest that Debtors are trying to abuse the bankruptcy system and Debtors' expenses did not indicate abuse. The Court denied the Motion to Dismiss.
4/4/24	23-32271 (BPC)	*In re Gioiosa*	Debtor filed a motion requesting to stay the bankruptcy proceedings to protect his Fifth Amendment rights. The Court denied the Motion because it found that Debtor's arguments were too speculative. Without more information to show that there was similarity of issues in the underlying civil and criminal actions,

			the Court's interest in the efficient administration of the bankruptcy case prevailed.
3/19/2024	19-80967 (BPC) [Doc. 46]	*In re Billingsley*	The Court denied Debtor's Motion to Reconsider an order granting relief from stay. Debtor argued a lack of notice for the first time at the hearing on the Motion to Reconsider—she stated her Counsel had not updated her phone and address information after she provided it. The Court pointed out there was ample opportunity for Counsel to advise Debtor and correct the communication, payment, and notice issues prior to the final hearing on the motion for relief. While the situation was unfortunate, it was not "exceptional" such that Rule 60(b) relief was appropriate, and "the belated efforts to cure a known default are not enough to disturb the finality of [the] Court's prior order."
03/06/2024	23-3023 (CLH) [Doc. 19]	*Payne v. Ball*	A state court default judgment awarding the plaintiff $1 in damages for his fraud claim did not preclude the plaintiff from asserting that his entire claim was nondischargeable. The Court denied the defendant's motion for summary judgment based on collateral estoppel, finding that the state court judgment was not entitled to preclusive effect because the fraud issue was not litigated and was not necessary to the state court's ruling. Further, the Court noted that Alabama state courts have declined to apply collateral estoppel to default judgments because the "actually litigated" element of collateral estoppel is not established.
02/15/2024	23-3020 (CLH) [Doc. 32]	*White v. The Bush Law Firm, LLC*	The Court granted the defendant's motion for summary judgment because no genuine issue of material fact existed and the plaintiff's claims were barred by the statute of limitations. The Court treated the defendant's motion to dismiss as a motion for summary judgment because exhibits were attached to the motion, the plaintiff's response, and the plaintiff's motion for leave to amend. The undisputed facts established that the statute of limitations barred the plaintiff's claims because any cause of action brought against legal service providers in Alabama must be brought under the Alabama Legal Services Liability Act, which has a two-year statute of limitations. The debtor commenced the lawsuit after the statute of limitations had run.
02/13/2024	23-10310 (CLH) [Doc. 57]	*In re Freeman*	The Court partially granted the motion to avoid a judicial lien. The judgment in question fully impaired the debtors' homestead exemption, making it avoidable in full as to the debtors' real property. However, the judgment did not fully impair the personal property exemption, such that $300.00 of the judgment was not avoidable.
01/29/2024	23-3020 (CLH) [Doc. 24]	*White v. The Bush Law Firm, LLC*	The Court denied the plaintiff's motion for leave to file an amended complaint because the newly asserted claims and causes of action would be barred by the statute of limitations or subject to dismissal for failure to state a claim, rendering amendment to the complaint as futile. Any cause of action brought against legal service providers in Alabama must be brought under the Alabama Legal Services Liability Act, and the statute of limitations set out by the act is two years, which time-barred the plaintiff's claims. Even if claims could be brought outside the Alabama Legal

			Services Liability Act, they would be time-barred under applicable statutes of limitations for breach of fiduciary duty and fraud, and the asserted conversion claim failed as a matter of law because the funds in question were not uniquely identifiable.
11/30/2023 01/29/2024	19-30872 (CLH) [Docs. 78 & 86]	*In re Bennett*	A Chapter 13 debtor's failure to deliver possession of a vehicle to a secured creditor did not constitute an unreasonable delay warranting dismissal of his bankruptcy case when the debtor had made all payments required by his confirmed plan and had difficulty completing the plan due to an unforeseen circumstance – namely his ex-wife's unauthorized removal from the district a vehicle the debtor was paying for through his plan. The Court also found that the creditor was not entitled to a superpriority administrative expense claim, determining that administrative claims for failed adequate protection were appropriate only in the period between the bankruptcy filing date and confirmation. The Court raised, *sua sponte*, under Rule 60(b), the issue of due process because the debtor's motion to modify the plan was filed seven months after the fact; failed to describe the reason for the proposed surrender of the vehicle; and was not served on the creditor in compliance with Rule 7004(b). The Court set a separate hearing to determine whether the creditor was deprived of due process. Following the entry of the Court's Memorandum Opinion and Order, the creditor filed a Motion to Modify and/or Amend the Modification Order, citing the same due process concerns raised by the Court. Following briefs and arguments from the parties, the Court granted the creditors' motion and amended the order modifying the plan to provide that the modification was not binding on the creditor.
10/25/2023	19-11575 (BPC)	*In re Brown*	The Court granted Debtors' Motion to Impose the Automatic Stay following Creditor's Notice of Termination of Stay. Debtors settled a motion for relief and submitted an Agreed Order that included a 21-day notice of default provision based on Debtors plan payments. Following that Agreed Order, Debtor's Employer failed to remit funds withheld from Debtor's paycheck through an Income Withholding Order to the Trustee's office. Creditor filed a Notice of Default and Right to Cure based on Debtors' failure to make plan payments under the Agreed Order. Debtors did not file a response to the notice, though Debtors' counsel stated he sent an email to Creditor's counsel after the Notice was filed. After 21 days passed without a filed response or cure, Creditor filed a Notice of Termination of Stay and Debtors filed a Motion to Impose the Automatic Stay. The Court construed Debtors' motion as one under FED. R. CIV. P. 60(b), as made applicable in bankruptcy proceedings under FED. R. BANKR. P. 9024, because it sought to relieve Debtors from the automatic termination provision of the Agreed Order. The Court concluded that Debtors should not be punished for Employer's delay in remitting payments and that extraordinary circumstances in the case

			justified granting Debtors relief from the Agreed Order. The Court granted Debtors' motion, re-imposed the stay as to Creditor, and stated that the Agreed Order remained in effect.
10/10/2023	23-10493 (BPC)	*In re Ebikake*	After a show cause hearing, the Court denied confirmation and dismissed Debtor's case with an injunction against refiling for 180 days. Prior to the initial confirmation hearing, Trustee objected to confirmation of Debtor's plan because Debtor had not made a plan payment, Debtor failed to provide the Trustee with copies of his tax returns, Debtor failed to provided for various claims in his proposed plan, and Debtor failed to make required amendments to his Schedules. Additionally, this case was Debtor's fourth Chapter 13 filing since 2020. At the confirmation hearing, Debtor's plan was not ready to be confirmed, and Debtor did not have a defense to dismissal. The Court set a hearing for Debtor to appear and show cause why the case should not be dismissed with an injunction. Finding that the history and facts of the case warranted an injunction, the Court dismissed Debtor's case with a 180-day injunction against refiling.
09/25/2023	22-3025 (CLH) [Docs. 30 & 31]	*GulfCo of Alabama, LLC v. Northington*	The Court ruled in favor of the debtor because the creditor failed to establish that the debtor obtained the live check loan through false representations or false pretenses under 11 U.S.C. § 523(a)(2)(A). The Court found that the debtor's repayment of prior creditor loans and the debtor's endorsement of the live check loan did not constitute a false representation or false pretenses on which the creditor could have justifiably relied for purposes of 11 U.S.C. § 523(a)(2)(A). The creditor mailed the live check based on its own assessment of the debtor's creditworthiness, not knowing whether the debtor would cash the live check, rendering reliance temporally impossible. The Court also determined that the creditor failed to meet the burden to establish that such funds were used to purchase luxury goods or services under 11 U.S.C. § 523(a)(2)(C)(i)(I). The debtor's bank statements illustrate that the live check funds were spent only on household expenses, not luxury goods or services. The Court ruled that the debtor was not entitled to attorney's fees under 11 U.S.C. § 523(d) due to the Court not finding any exceptional circumstances that render an award of attorney's fees.
9/11/2023	23-30551 (BPC)	*In re Holmes*	The Court granted Creditor's motion to dismiss pursuant to § 109(g)(2). In his prior case, Debtor voluntarily dismissed his case one week after Creditor filed a motion for relief. In this case, Trustee and Creditor argued Debtor was ineligible to be a debtor in bankruptcy for 180 days after the voluntary dismissal under. Debtor argued that the application of § 109(g)(2) against him would be an absurd result. Looking to the plain text of the statute, the Court found the language unambiguous and that strictly applying the statute here did not lead to an absurd result. While stating that some situations may result in the application of § 109(g)(2) being absurd, the Court did not find that was the case when Debtor admitted to voluntarily dismissing his case after the motion for relief to "stretch out" payments in a new case. The

			Court concluded § 109(g)(2) rendered Debtor ineligible to be a debtor in bankruptcy for 180 days following the dismissal of his prior case and dismissed the case.
08/24/2023	23-30570 (CLH) [Doc. 51]	*In re Davis*	The Court sustained the creditor's objection to confirmation because the motor vehicle was purchased for the personal use of the debtor under the "hanging paragraph" contained in 11 U.S.C. 1325(a)(9). The Court adopted the narrow interpretation of "personal use" which means the hanging paragraph applies only when the vehicle was acquired specifically for the debtor's personal use. However, the Court concluded that, even under the narrow interpretation, the hanging paragraph applied. The debtor testified that when the motor vehicle was purchased, the debtor had no other veicle and it was needed for the debtor's personal use to get to and from work. Moreover, the debtor's children were not listed as drivers on the insurance policy, and the debtor paid all expenses associated with the motor vehicle.
8/10/2023	23-80397 (BPC) [Doc. 32]	*In re Boykin*	The Court granted Movant's motion for relief and modified the stay in order for Movant to proceed with a state court action. Debtor and Movant agreed on a rent-to-own residential lease agreement; after the lease term ended, Movant attempted to purchase the property and continued to reside on the property. Movant filed a *lis pendis* against Debtor, and Debtor thereafter filed a lawsuit in Circuit Court seeking a declaratory judgment that Debtor was the owner of the property. Movant countersued seeking specific performance of the rent-to-own agreement and other remedies. While state court litigation between Debtor and Movant was pending as to the ownership of a real property, Debtor filed for bankruptcy. Thereafter, Movant filed a motion for relief seeking to continue that state court litigation. Debtor argued that paying two lawyers (counsel in Circuit Court and Debtor's counsel) at once would be too expensive, but she did not offer evidence or testimony to support how litigating the same issues in bankruptcy court would be more cost efficient or less burdensome for her. The Court considered the factors laid out in *In re Marvin Johnson's Auto Service, Inc.*, 192 B.R. 1008, 1014 (Bankr. N.D. Ala. 1996). Based on the totality of those factors, the Court found that the automatic stay was due to be modified to permit the action to continue in state court.
7/5/2023	23-10150 (BPC)	*In re Devaughan*	The Court conducted a *Kitchens* analysis, denied confirmation, and dismissed Debtor's case because Debtor failed to meet his burden in establishing good faith in filing the petition and plan as required by 11 U.S.C. §§ 1325(a)(3) and (7). Debtor filed a Chapter 13 petition two months after Creditor obtained a judgment against him and initiated garnishment proceedings. Yet, Debtor did not initially list Creditor, disclose the judgment, or disclose the garnishment despite the judgment being his second largest debt. While filing a bankruptcy petition to avoid a judgment debt or stop a garnishment is not per se bad faith, the Court dismissed the case due to Debtor's failure to initially

			disclose the judgment or to offer a sufficient explanation for his failure to disclose.
5/22/2023	22-32001 (BPC)	*In re All About Kidz, LLC*	The Court granted Bankruptcy Administrator's motion and dismissed the Chapter 11, Subchapter V case. The United States Internal Revenue Service ("IRS") opposed confirmation of the Subchapter V plan but proposed that the Court should remove the Debtor-in-Possession and expand the duties of the Subchapter V Trustee rather than dismiss the case. IRS also argued that the Court should grant a charging order to pursue collections against Debtor's principal. At the confirmation hearing, Debtor's counsel withdrew from the case and informed the Court that Debtor no longer wished to continue in bankruptcy. Subsequently, the Bankruptcy Administrator filed a Motion to Dismiss based on lack of counsel and lack of compliance with Chapter 11 requirements. Weighing removal versus dismissal, the Court determined that dismissal was in the best interest of the estate, as no evidence was presented that reorganization was possible or that the Subchapter V Trustee could successfully run the LLC. The Court therefore granted the Bankruptcy Administrator's Motion to Dismiss noting that Debtor could not proceed pro se as a corporation and that, in addition to gross mismanagement, there was no reasonable likelihood of reorganization or rehabilitation. The case's dismissal mooted the application for a charging order.
3/16/2023	21-30731, 21-31026, 21-31053 (BPC)	*In re Roby,* *In re Arnett,* *In re Smith* (On appeal *In re Roby* and *In re Arnett* were affirmed by Chief District Judge Marks on 10/18/2023. *In re Smith* was dismissed on 4/14/2023 shortly after the appeal to District.)	On remand, the Court conducted a *Kitchens* analysis, found Debtors met their burden of good faith, and confirmed Debtors' plans over objections from Creditor, a title pawn lender. Creditor argued that Debtors acted in bad faith by renewing their pawn agreements shortly before filing bankruptcy petitions. Alternatively, Creditor argued that the pawn agreements were voided/breached because Debtors intended to file bankruptcy when they renewed the pawn agreements contrary to a specific paragraph in the agreement. The Court construed this argument as an allegation of bad faith in filing the petition. Creditor also generally alleged fraud but did not set forth or address the necessary elements. The Court focused on Creditor's lack of good faith argument because a general allegation of fraud or breach of contract is not a typical basis for an objection to confirmation and because determining a pre-petition contract is void on any basis is a legal determination distinct from plan confirmation. Despite the timing of the filings after the agreements, the Court found that pre-petition conduct may be overcome by other factors when the overall filing of the petition and the plan were done in good faith. The Court concluded that the totality of the circumstances supported Debtors filed their petitions and plans in good faith and confirmed the plans.
02/13/2023	22-32136 (CLH) [Doc. 38]	*In re McKay*	The Court sustained the debtors' objections and reclassified the creditor's claims as unsecured because more than five years had passed since the filing of the U.C.C. financing statements securing the claims, and the creditor failed to timely file continuation statements. While the financing statements expired during the

			pendency of the debtors' prior Chapter 13 bankruptcy case, the Court determined that pursuant to 11 U.S.C. § 362(b)(3), the automatic stay did not prevent the creditor from filing a continuation statement to maintain perfection of its interest in the debtors' property. Accordingly, the filing deadlines were not tolled.
01/27/2023	22-8001 (CLH) [Doc. 33; re-docketed at Doc. 49]	*Marshall Glade, as Liquidating Trustee of West Pace, LLC v. Hayley, et al*	The Court denied the defendants' motion to dismiss because the liquidating trustee was able to state a plausible claim upon which relief could be granted. The Court ruled that the defendants' motion to dismiss claims for breach of fiduciary duty of care and loyalty claims was due to be denied because, under the theory of adverse domination, the statute of limitations had been tolled. The Court found that the trustee pled with sufficient specificity how the alleged transfers constituted a breach of fiduciary duty, noting that the defendants were not insulated from liability under ALA. CODE § 11-99A-7. The Court denied the defendants' motion to dismiss concerning the fraudulent and voidable transfer claims because the trustee pled sufficient facts concerning transfers made with actual intent to hinder, delay, or defraud the debtor's creditors under ALA. CODE §§ 8-9A-4(b) and 8-9B-5(b).
01/25/2023	21-3025 (CLH) [Doc. 52]	*Sullivan v. Taylor*	The Court granted the debtor's motion for summary judgment when the creditor willfully violated the automatic stay. The debtor filed a notice of bankruptcy in state court litigation to notify parties of the pending bankruptcy case. Notwithstanding their knowledge of the pending bankruptcy case, the creditors continued to pursue discovery and other relief in state court. Accordingly, the Court found that the creditors willfully violated the automatic stay and were subject to damages under 11 U.S.C.§ 362(k)(1). The Court found that the debtor was entitled to recover attorney fees and costs but declined to award punitive damages.
12/05/2022	21-1021 (CLH) [Docs. 37 & 38]	*GulfCo of Alabama, LLC v. Mock*	The Court ruled in favor of the debtor due to the creditor's failure to meet the burden established under 11 U.S.C. §§ 523(a)(2)(A) and (a)(2)(C)(i)(I). The Court held that the loan related to the live check sent by the creditor to the debtor was not excepted from discharge under 11 U.S.C. § 523(a)(2)(A) because the creditor failed to prove by a preponderance of the evidence that the debtor obtained the loan by false pretenses, a false representation, or actual fraud. The debtor did not apply for the loan, and the creditor offered the loan based on its own internal assessment of the debtor's creditworthiness. The creditor was unsuccessful in illustrating that the debt associated with the live check loan was presumptively non-dischargeable under 11 U.S.C. § 523(a)(2)(C)(i)(I) because the creditor did not offer any evidence to support its assertion that the debtor spent the money from the live check loan on luxury goods or services.
11/28/2022	18-30766 (BPC)	*In re Calloway*	The Court granted Creditor's motion for relief and modified the stay for the limited purpose of allowing Creditor to proceed with a state court quiet title action. Creditor sought stay relief to join Debtor in a quiet title action in state court. Debtor opposed the motion, noting that it would be expensive to defend and unfair to

			force her to defend her ownership interest in property with minimal value. The Court considered the factors laid out in *In re Marvin Johnson's Auto Service, Inc.*, 192 B.R. 1008, 1014 (Bankr. N.D. Ala. 1996). The quiet title action involved intricate state law and intestacy-related property issues. Weighing the potential prejudice against the Debtor against the prejudice against Creditor and other potential heirs, the Court determined that delaying the action for the duration of the bankruptcy proceeding would merely prolong the matter for all parties and that permitting the action to proceed was in all parties' best interest. The Court found cause to modify the stay to permit the Movant to proceed with the state court quiet title action.
11/1/2022	21-80564 (BPC)	*In re Patrick*	The Court granted Debtor's Motion to Determine Mortgage Fees and Expenses. Debtor agreed the mortgage agreement provided for fees, but argued the fees were unreasonable. The Court stated that because a Rule 3002.1(c) Notice does not enjoy the same prima facie validity as a proof of claim, it is the Creditor's burden to substantiate fess, expenses, and charges. Here, the parties rested only on the hearing. Because Creditor attached no documentation and offered no "detail, description, or justification for the charges," Debtor's Motion was granted, and the fees claimed by Creditors were disallowed.
10/21/2022	22-03019 (BPC)	*Jones, et al., v. Bell*	The Court granted in part Defendant's motion to dismiss pursuant to FED. R. CIV. P. 12(b)(6), as made applicable in bankruptcy proceedings by FED. R. BANKR. P. 7012, and denied it in part. In Plaintiffs' Amended Complaint, they set forth three counts: first, Plaintiffs alleged that the debt owed to them by Defendant resulting from a state court default judgment was non-dischargeable pursuant to § 523(a)(2); second, that Defendant should be denied a discharge pursuant to § 727(a)(2); and third, that Defendant should be denied discharge pursuant to § 727(a)(3). The Court concluded that Plaintiffs failed to state a claim under § 523(a)(2), because they failed to sufficiently plead facts that supported an inference that Defendant intended to deceive Plaintiffs. However, the Court concluded that Plaintiffs had set forth plausible claims under § 727(a)(2) and (a)(3). Accordingly, Defendant's motion to dismiss was granted as to the first count but denied as to the second and third count.
8/4/2022	22-08002 (BPC)	*Semantha Santangelo vs. Richard Clarvit and Lilas Ayundeh*	Pro se Plaintiff initiated an action against Defendants asserting FDCPA claims and alleging a violation of the discharge injunction. Defendants moved to dismiss and argued their actions were not in violation of the discharge injunction because the settlement proceeds were held in trust and were subject to a charging lien. The Court converted Defendant's Motion to Dismiss to one for summary judgment, requested briefs and materials, and ultimately granted the Motion for Summary Judgment because the undisputed facts supported that Plaintiff could not establish the essential elements to her claims. Moreover, the Court found it lacked jurisdiction over the FDCPA claims. Plaintiff's complaint was dismissed with prejudice.

2/12/2021	20-8006 (BPC)	*Pruitt, Jr., Pruitt & Pruitt vs. Wilson*	The Court granted Defendant's Motion to Dismiss because the Amended Complaint was filed nearly five months after an already extended deadline and Defendant was prohibited from raising objections to discharge or dischargeability not previously brought prior to the expiration of that deadline. The Court found the Second Amended Complaint did not relate back and, as a result, was time-barred because new legal theories were presented under §§ 523(a)(2)(A) and (a)(6), and because those theories depended on facts and critical details not previously asserted or raised in the Amended Complaint.
1/13/2021	19-11083 (BPC)	*In re Baum*	The Court sustained Trustee's objection to Creditor's Amended Claim. Prior to confirmation, Debtor objected to Creditor's claim. The objection was sustained and claim disallowed. At that hearing, Creditor requested and was granted 90 days leave for to file a deficiency claim. Debtor's plan was confirmed. Before expiration of the deadline to file a deficiency claim, Creditor sought and was granted an extension to file a deficiency claim. Seven days after the deadline, Creditor filed an amended claim to reflect a deficiency balance. Trustee objected to the amended claim. Creditor failed to file a response to Trustee's objection and it was sustained. Creditor moved to reconsider and the Court vacated the order, allowing the parties to brief the issue. After viewing the totality of the circumstances, the Court disallowed Creditor's amended claim. In disallowing the amended claim, the Court stated a finding of excusable neglect was not warranted and that Creditor knew how to seek timely extensions of the deadline as it had done so twice previously; thus the Court must insist on finality at some point.
8/17/2020	16-10767 (BPC)	*In re Dorminey*	The Court sustained Trustee's objection to Creditor's Amended Claim. Prior to confirmation of Debtor's chapter 13 plan, Creditor was awarded stay relief and sold the vehicle/collateral. Approximately one month later, with no amendments to claim or objections to confirmation from Creditor, Debtor's plan was confirmed. Three years after confirmation, Creditor filed an amended claim seeking a deficiency balance. In applying the factors set forth in *In re Durango Georgia Paper Co*., 314 B.R. 885, 888 (Bankr. S.D. Ga. 2004), the Court found that the totality of the circumstances weighed in favor of disallowing the amended claim. The Court concluded that such a late claim was an indication of negligence with no excuse or justification, and disallowed the amended claim.
7/27/2020	19-12064 (BPC)	*In re Axtell*	The Court sustained Debtor's objection to Creditor's amended claim and disallowed the claim as amended. Creditor timely filed two proofs of claims in Debtor's Chapter 13 case. Then, after the bar date, Creditor filed a third claim to which Debtor objected to as late. The Court sustained that objection and disallowed the

			post-bar date and post-confirmation claim as untimely. Then, Creditor filed another claim asserting it was not a mere amendment of the previously disallowed claim and arguing it should be allowed as a "new theory of recovery" due to the cross-collateralization language in the note, whereas Debtor argued that the claim amendment was an attempt to receive payment on a late-filed claim that was previously disallowed. The Court cited *In re Int'l Horizons, Inc*. 751 F. 2d 1213, 1216 (11th Cir. 1985) and stated: "Post-bar date amendment are subject to careful scrutiny as an untimely claim should not be allowed if it represents only an "'attempt to file a new claim under the guise of amendment.'" The Court found that because Creditor timely filed two proofs of claims and didn't object to confirmation, that the late claim amendment was more akin to an "end around" the Court's prior order disallowing the claim. The "new theory of recovery" exception did not apply here, and Creditor's amended claim was disallowed.