

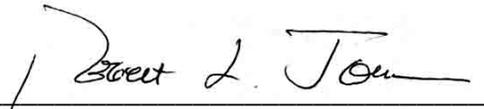


**ENTERED**

TAWANA C. MARSHALL, CLERK  
THE DATE OF ENTRY IS  
ON THE COURT'S DOCKET

**The following constitutes the order of the Court.**

**Signed July 15, 2004.**

  
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**United States Bankruptcy Judge**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
LUBBOCK DIVISION

IN RE:

RAUL PEREZ ARREDONDO AND  
ELENA G. ARREDONDO,

DEBTORS

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§

CASE NO. 00-10465-RLJ-13

**MEMORANDUM OPINION AND ORDER**

On April 28, 2004, Raul and Elena Arredondo, the debtors, filed their objection to the claim of General Motors Acceptance Corporation (“GMAC”), which was filed June 27, 2003, in the amount of \$5,360.95. The objection states that GMAC was “noticed of the Debtors’ Final Chapter 13 Plan and Motion for Valuation . . . . At that time GMAC failed to file the appropriate objection to their claim treatment.” As the June 27, 2003 claim is inconsistent with the confirmed plan, the debtors contend, GMAC’s claim should be disallowed. The court set the matter for hearing on June 30, 2004. GMAC did not respond to the objection and did not appear at the hearing.

The debtors filed this Chapter 13 case on June 12, 2000. On July 5, 2000, GMAC filed a proof of claim for \$14,291.85, secured by a 1999 Chevrolet Malibu. On February 23, 2001, GMAC filed a motion for relief from stay against the 1999 Malibu based on continued defaults by the debtors in making the monthly payments on the car. On March 23, 2001, the debtors' Chapter 13 plan was confirmed. The confirmed plan provided for GMAC's claim as follows:

<u>G. Secured Creditors-Dir.</u>	<u>Collateral</u>	<u>Claim</u>	<u>Value</u>	<u>Treatment</u>
GMAC-Bankruptcy Center	99 Malibu	\$14,291.85	\$12,000.00	Direct

The terms of the repayment to GMAC on this claim are further explained in the General Provisions section of the plan by the statement:

G. Direct Payments by Debtor(s)

All secured claims listed in Section I, Part "G" shall be paid "DIRECT" by the Debtor(s) in accordance with the terms of their agreement, unless otherwise provided in Section I, Part "I". Each secured claim shall constitute a separate class.

On March 27, 2001, the court entered an order conditioning the stay as to GMAC against the 1999 Malibu. The stay was conditioned upon the debtors' curing their arrearage amount as well as future compliance with the loan agreement. Sometime thereafter, the debtors defaulted on the loan agreement and GMAC repossessed the 1999 Malibu. The June 27, 2003 claim of GMAC is an unsecured claim for the deficiency amount of \$5,360.95.

The debtors object to the claim because the claim is inconsistent with the confirmed plan. The debtors seek disallowance of the deficiency claim. If sustained as requested, the debtors contend they are no longer obligated to GMAC for the debt represented by the claim. The court disagrees with this assumption, however. The Chapter 13 plan provides that

GMAC's secured claim is paid "direct" by the debtors. The debtors and GMAC are bound by the plan. *In re Coffman*, 271 B.R. 492 (Bankr. N.D. Tex. 2002). The filing of the amended claim was unnecessary. GMAC had already filed its secured claim, which was provided for by the plan. The debtors' receipt of a discharge is conditioned upon the debtors' completion of all plan payments. 11 U.S.C. § 1328(a). Providing for so-called direct payments does not alter this requirement. It is, therefore,

ORDERED that GMAC's amended claim is denied as unnecessary; it is further

ORDERED that denial of GMAC's amended claim as provided herein does not alter the debtors' obligation to GMAC under the confirmed plan.

### End of Memorandum Opinion and Order ###