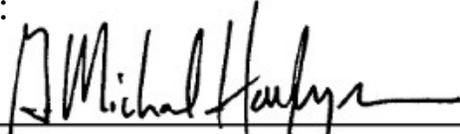




THE FOLLOWING ORDER  
IS APPROVED AND ENTERED  
AS THE ORDER OF THIS COURT:

DATED: August 27, 2013

  
G. Michael Halfenger  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN

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In the matter:

Iris L. Camacho Robles,

Case No. 13-21328-GMH

Debtor.

Chapter 13

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**ORDER DENYING DEBTOR'S OBJECTION TO CLAIM #1 OF SANTANDER  
CONSUMER USA, INC.**

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On February 6, 2013, the debtor proposed a chapter 13 plan. The plan provides that the debtor will pay Santander Consumer USA, Inc. \$13,439.23, representing the \$12,300 replacement value of the debtor's 2008 Scion XB, plus 4.25% interest, over the plan's 60-month term. CM-ECF, No. 2, 4. The plan further provides that it, rather than Santander's proof of claim, controls the amount of the debt, arrearage, replacement value, and interest rate. *Id.* at 2. And the plan specifies that "[a]ny remaining portion" of Santander's claim "shall be treated as a general unsecured claim." *Id.* at 6.

Notice of the plan was served on all creditors. No one objected. The court confirmed the plan on June 20, 2013. CM-ECF, No. 12.

On July 15, 2013, the debtor filed an objection to Santander's proof of claim.

Santander had filed its proof of claim on February 11, five days after the debtor filed her proposed plan. The proof of claim alleges that the debtor's car was worth \$12,350, i.e., \$50 more than stated in the proposed plan, and claims an interest rate of 19.49%. The debtor's objection requests reiteration of the confirmed plan's terms, pleading, "Wherefore, Debtor respectfully requests that this Court enter an order stating that Creditor's secured claim shall total \$12,300.00 plus applicable interest at 4.25% with the remainder of the balance treated as a general unsecured, non-priority claim". CM-ECF, No. 14, 1.

To be sure, the debtor has the right to "modify the rights of holders of secured claims" through her chapter 13 plan. See 11 U.S.C. §1322(b)(2). As a result, the objection is unnecessary: "The provisions of a confirmed plan bind the debtor and each creditor . . . ." 11 U.S.C. §1327(a). The debtor's confirmed plan provided that estate property, including her Scion, vests in the debtor upon discharge, and, by operation of 11 U.S.C. §1327(c), it does so "*free and clear of any claim or interest of any creditor provided for by the plan.*" 11 U.S.C. §1327(c) (emphasis added). Confirmation of the debtor's plan, which states that it controls, among other things, replacement value and interest rate, is a final determination of those issues immune from later challenge based on grounds that could have been raised before confirmation. *Adair v. Sherman*, 230 F.3d 890, 894 (7th Cir. 2000); *Matter of Pence*, 905 F.2d 1107, 1109–10 (7th Cir. 1990).

Consequently, the debtor's post-confirmation request for an order "stating that Creditor's secured claim shall total \$12,300.00 plus applicable interest at 4.25%" is pointless. CM-ECF, No. 14, 1. The court has already entered such an order—the order confirming the debtor's uncontested plan that values Santander's pre-petition claim at \$12,300 plus 4.25% interest. Nothing more is needed. When the debtor completes the plan, Santander's lien will be extinguished and the debtor will be discharged of any

related personal obligation. See 11 U.S.C. §§1325(a)(5)(B) & 1328(a).

Accordingly,

IT IS ORDERED that the debtor's objection is DENIED.

IT IS FURTHER ORDERED that claim #1 of Santander Consumer USA, Inc. shall be paid pursuant to the terms of the confirmed plan.

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