Whether 11 U.S.C. § 523 applies to a corporate debtor in a Subchapter V Chapter 11 case. Led by Bill Norton

In re 2 Monkey Trading, LLC, 2025 WL 1892380 (11th Cir. 2025)

Abrogating *In re Hall*, "§ 1192's plain text is unambiguous—§ 1192"s discharge exception applies to both corporate and individual debtors").

In re GFS Indus., L.L.C., 99 F.4th 223 (5th Cir. 2024).

Because Congress did not add a provision to Code § 1192(2) instructing that the list of nondischargeable debts was limited to only certain types of debtors—entities or individuals—the words of Subchapter V are clear, and therefore there is no need to revert to policy issues or speculation as to what Congress must have meant. The specific language of Code § 1192(2) refers only to types of debts, not types of debtors. "Just like section 1228, section 1192 clearly contains language that lists claims that are not subject to discharge under those portions of the statute. Generally, two sections of the Code with identical language should be interpreted with the same meaning."

In re Cleary Packaging, LLC, 36 F.4th 509 (4th Cir. 2022)

Code § 1192(2) provides discharges to small business debtors, whether they are individuals or corporation. This section excepts from discharge "any debt …of the kind specified in section 523(a)" and thus focuses on the kind of debt and not the kind of debtor, such as an individual. Further the context of Code § 1192(2) within the structure of the Bankruptcy Code further supports this interpretation through the elimination of different provisions provided to different kinds of debtors. Congress enacted Subchapter V with the primary goal of simplifying Chapter 11 reorganizations for small businesses, including individuals, and reducing the administrative costs for those businesses. By eliminating the absolute priority rule and the applicability of § 1141(d) to Subchapter V cases, Congress eliminated distinctions in Chapter 11 discharges that exist between individual and corporate debtors. An important purpose of Subchapter V would be frustrated if the court treated individuals and corporation discharges differently for exceptions to discharges under Code § 523(a).

In re ETG Fire, LLC, 670 B.R. 884 (Bankr. D. Colo. 2025)

The Bankruptcy Code's nondischargeability provisions in Code § 523 apply to debts of corporate debtors in Subchapter V cases where the proposed reorganization is nonconsensual under Code § 1191(b). Although the preamble of Code § 523 limits the discharge exceptions to individual debtors, Code § 1192(2) makes no distinction between individual and corporate debtors and, as the more specific section, this provision controls. It is not the bankruptcy court's place to second guess Congress or to construe the Bankruptcy Code so as to impose policies which the court might prefer but which Congress did not adopt. In this case, a corporate debtor's intent may be established, for purposes of the discharge exception for debts for willful and malicious injury, by imputing to the debtor the acts and intentions of its management and senior employees, acting within the scope of such agents' employment, in the debtor's interest. Additionally, the operator of a fire safety and protection business and its wholly-owned subsidiary, adequately alleged the intent of Chapter 11 Subchapter V debtor, that was a competing fire protection company, as opposed to merely the intent of debtor's management and employees, to cause "willful and malicious injury" to creditors, as required to state a claim for relief under the dischargeability exception, by alleging that debtor's executives and officers, as well as several senior employees, acting in the scope of their employment and with knowledge of creditors' rights, engaged in numerous shenanigans violative of such rights, including that they knowingly encouraged, aided, abetted, and participated in a scheme to divert creditors' customers to debtor and to use creditors' propriety and confidential information and trade secrets for the benefit of debtor to the detriment of creditors' business.

In re Hall, 651 B.R. 62 (Bankr. M.D. Fla. 2023)

Exceptions to discharge under Code § 523 do not apply to corporate Subchapter V debtors because the specific language in Code § 523(a) controls over the more general language within Code § 1192).

In re Premier Glass Services, Inc., 2024 WL 3808696 (Bankr. N.D. Ill. August 13, 2024).

Plaintiff believes that confirmation of a consensual plan is not likely and has filed the adversary case to determine whether the debts of the kind listed in Code § 523(a) apply to a Subchapter V entity debtor. The court denied the motion to dismiss, holding that the complaint states a claim upon which relief can be granted because claims of the kind listed in Code § 523(a) are not dischargeable under Code § 1192(2) for entity and individual debtors.

In re Lucido, 655 B.R. 355 (Bankr. N.D. Calif. 2023)

Debtor's proposed Subchapter V Chapter 11 plan provided for liquidation of "substantially all" of the property of the estate and so was a liquidating plan for purposes of Code § 1141(d)(3)(B) providing that confirmation of Chapter 11 liquidation plan does not discharge a debtor if debtor does not engage in business after consummation of plan and debtor would be denied discharge if case were one under Chapter 7. Nevertheless, post-petition tax documents and debtor's Chapter 11 monthly operating reports disclose that his consulting work generated the bulk of his (non-rental) post-petition income, and the Plan proposes that Lucido will expand his consulting business, continue to work out of the union hall, and start to receive social security. Further, there is no strong indication that his consulting business will slacken post-consummation, and the fact that this work will not be the sole source of funds does not prevent this court from determining that he will be "engaging in business." Accordingly, the court finds that the objecting creditor has not met its burden of proof on whether the debtor would be engaged in business post-confirmation and thus the debtor would be entitle to a discharge. The court did not address whether Code § 1141(d)(3) applies in a Subchapter V case when Code §1181(c) states that Code § 1141(d) does not apply when the plan is confirmed under § 1191(b).

Additionally, denial of the discharge of Subchapter V Chapter 11 debtor was not warranted on the ground that he fraudulently transferred, removed, destroyed, mutilated, or concealed estate property postpetition; although claimant argued that debtor concealed evidence concerning operations and finances of his wholly-owned equipment-rental company, including copies of company's checks. While debtor's equity interest in company was property of the estate, claimant failed to show that debtor's alleged use of company's cash for personal expenses eroded company's equity, and claimant also failed to establish that debtor, who produced company's bank statements and general ledgers, acted with the requisite intent to hinder, delay, or defraud.

In re Off-Spec Solutions, LLC, 651 B.R. 862 (9th Cir. BAP 2023)

Code §1192 renders dischargeable debts that would be nondischargeable for individuals.

In re 2 Monkey Trading, LLC, 650 B.R. 521 (Bankr. M.D. Fla. 2023)

Discharge exceptions does not apply in Subchapter V cases filed by limited liability companies.

In re GFS Industries, LLC, 647 B.R. 337 (Bankr. W.D. Tex. 2022)

Exceptions to discharge in bankruptcy applied to discharge under Subchapter V, but only as to individual debtors. 11 U.S.C.A. §§ 523(a)(2)(A). "In the Court's judgment, however, the preamble to § 523(a) is critical to the analysis. Importantly, § 523(a) contains limiting language, stating that "[a] discharge under section 727, 1141, 1192, 1228(a), 1228(b), or 1328(b) of this title does not discharge an *individual* debtor from any debt..." (emphasis added). However, conduct that would deny a debtor's discharge under Chapter 7 is incorporated into Chapter 11 cases; therefore, a court may treat a Subchapter V case as if it were a Chapter 7 case and measure the debtor's conduct against the list of nondischargeable actions under Chapter 7.

In re Rtech Fabrications, LLC, 635 B.R. 559 (Bankr. D. Idaho 2021)

When considering the plain language of § 523(a) and § 1192, as well as the history of the corporate discharge and overall statutory scheme of Chapter 11, the Court found that § 523(a)'s discharge exceptions only apply to an individual debtor and § 1192(2)'s reference to § 523(a) does not expand its applicability to entity debtors.

In re Satellite Restaurants Inc. Crabcake Factory USA, 626 B.R. 871 (Bankr. D. Md. 2021)

Despite section 1192, which excepts "any debt that is otherwise nondischargeable", the non-dischargeability provisions do not apply to Subchapter V corporations because the nondischargeability provisions under Code § 523 only apply to individuals and Congress did not clearly intend to change that result in Subchapter V. The court specifically disagreed with 5 *Norton Bankr. L. & Prac*. § 107:19 (3rd ed. 2021). *Accord In re Cleary Packaging LLC*, 2021 WL 2667735 (Bankr. D. Md. 2021) rev. 36 F.4th 509 (4th Cir. June 7, 2022).

Whether a Chapter 11 plan can provide a non-debtor release by an "opt-out" provision in a ballot submitted to creditors when they vote on the plan. Led by Jim Kelley

Harrington v. Purdue Pharma L.P., 603 U.S. --- , 144 S.Ct. 2071, 219 L. Ed 2d 721 (June 27, 2024)

Issue: Whether debtor's Chapter 11 plan can release third party claims.

Holding: The Supreme Court reversed the Second Circuit, ruling that the Bankruptcy Court cannot confirm a reorganization plan that extinguishes claimants' rights against a non-debtor third party. The controversy stemmed from Purdue's bankruptcy as a result of opioid litigation. During the bankruptcy, the Sackler family, which had dominated Purdue's operations for decades, sought to release itself from opioid claims and asked the Bankruptcy Court for a judicial order releasing the family from all opioid-related claims and barring claimants from bringing these claims in the future. The Bankruptcy Court approved the plan with this order included. After a series of conflicting decisions by the District Court and the Second Circuit, the Supreme Court determined that the Bankruptcy Court exceeded its powers under the Bankruptcy Code by confirming a plan that extinguished claimants' rights without obtaining their consent. In doing so, the Court rejected the Sackler's argument that Code § 1123(b)(6), a "catch-all" provision, provided such power. Interpreting the provision in context of the preceding provisions, the Court wrote that all the previous provisions dealt with the rights and responsibilities of debtors and authorize the Bankruptcy Court to adjust claims without consent only if it impacts the debtor. Allowing a court to alter the rights of claimants against a non-debtor appears out-of-step with those other provisions. In addition, allowing the court to confirm such a plan functionally permits the Sackler family to discharge its debts without filing for bankruptcy.

Purdue Pharma appears to resolve at least two aspects of the circuit split on nonconsensual nondebtor releases and injunctions. First, as the dissent succinctly described it, the opinion holds that non-debtor releases of non-derivative claims "are categorically impermissible as a matter of law." This would seem to reverse at least the seminal cases such as A.H. Robbins and Dow Corning. In re A.H. Robins Co, Inc. 880 F.2d 694 (4th Cir. 1989); In re Dow Corning Corp, 280 F.3d 648 (6th Cir. 2002).

It no longer matters how essential the released parties' contribution may be to the reorganization nor what percentage of creditors approved the plan. Nor does it matter the extent of the release or whether it is akin to a "discharge." The rationale of the opinion did not hinge on the releases being contradictory to Code § 524(e) although the language of the opinion repeatedly referred to the release and injunction as effectively being a "discharge." Second, the opinion seems to uphold a plan's settlement of "creditors' 'derivative claims' against nondebtors under paragraph [1123(b)](3)," which the opinion suggested is permissible "because those claims belong to the debtor's estate."

Two large issues remain. First is the effect of the opinion and holding on what have been called "exculpation" provisions that release or enjoin claims that might be asserted against the debtor's professionals and employees for actions related to the reorganization. Some circuits had upheld such provisions on a lower standard than they would apply to a release of third party liabilities that are unrelated to the reorganization process, E.g., *In re Airadigm Communications, Inc.* 519 F.3d 640, 657 (7th Cir. 2008), and thus some circuits that do not allow third party releases may approve of exculpation provisions. *E.g., Blixseth v. Credit Suisse*, 961 F.3d 1074 (9th Cir. 2020)("no one [in the *Pardue Pharma* case] questions" that plans may address such "claims derivatively asserted by another on [the debtor's] behalf.").

The Purdue Pharma opinion does not expressly consider exculpation provisions and they may be permissible to the extent that they can be deemed to belong to the debtor." Nothing in the opinion expressly supports exculpation provisions to the extent they are not derivative and do not also "belong to the debtor's estate." Cases authorizing such exculpation provisions may need to be reconsidered in light of Purdue Pharma's focus on whether the claim belongs to the debtor or the estate and its apparent disregard of Code § 524(g) as the appropriate analytical framework.

The second remaining issue is what are the kind of "derivative" claims that can permissibly be released. The language of the majority opinion seems to imply that the "derivative" claims it refers to are only classic shareholder derivative claims; claims that in the first instance belong solely to the corporation that may be asserted by others only derivatively on its behalf, i.e., a "substantive claim [that] belongs to the corporation" such as a claim for breach of fiduciary duty owed to the corporation. That seems to be the only kind of "derivative" claim the opinion references by its quotation of J. Macey, *Corporation Laws* referring to claims where "the named plaintiff is only a nominal plaintiff." 2 J. Macey, *Corporation Law* § 13.20[D], p. 13-140 (2020-4 Supp.). But the preceding sentence in the opinion referred to claims that belong to the "debtor's estate," which includes avoidance actions that never belonged to the nondebtor corporation. The First Circuit decision cited by the opinion also references such avoidance actions as being "derivative" in nature, even though they belong in the first instance to the creditors and can be asserted only derivatively by the estate pursuant to Code §§ 544 or 548. *In re Ontos, Inc*., 478 F.3d 427, 433 (1st Cir. 2007) (the court distinguishes alter ego and successor liability claims as generally not being derivative because a corporation generally cannot pierce its own veil.).

In re Red River Talc, LLC, 670 B.R. 251 (Bankr. S.D. Tex. 2025)

Issue: Whether Chapter 11 plan should be approved in a case involving the Texas Two Step

Holding: Prepetition vote by which 83% of talc personal injury claimants purportedly supported Chapter 11 plan to be proposed by debtor, an entity that was to be formed via corporate restructuring under Texas divisional merger statutes to assume manufacturer's talc-related liabilities, could not be certified due to significant voting and solicitation irregularities, and so the requisite 75% claimant support needed for plan with channeling injunction was not met. Although "Option B" of master ballots allowed attorneys to vote on behalf of their clients if attorney could certify authority under power of attorney to vote, and firms collectively purported to vote on behalf of more than 25,000 claimants under Option B, most such votes were not supported by the specific power of attorney required, attorneys' engagement letters did not give them express authority to vote, and by voting, attorneys, without realizing it, were likely settling claims without client approval.

Also, Even if the case were a "full pay" case, Chapter 11 plan proposed by debtor, which purported to release claims against hundreds of nondebtor third parties related to manufacturer without giving voters any opportunity to opt in or opt out of the releases, contained impermissible nonconsensual third-party releases; as noted in Harrington v. Purdue Pharma L.P., 144 S.Ct. 1071. No express section of the Bankruptcy Code allowed nonconsensual third-party releases, Code § 1126 authorizing courts to issue any order necessary or appropriate to carry out the provisions of title 11 did not justify granting such releases, and the releases could not be approved pursuant to even narrower authority of the All Writs Act.

In re The Roman Catholic Diocese of Syracuse, New York, 667 B.R. 628 (Bankr. N.D.N.Y. 2024)

Issue: Whether "opt-out" third party release for sexual abuse claims were appropriate.

Holding: Whether to allow "opt-out" ballot for third-party releases in Chapter 11 plans is a matter for the bankruptcy court's discretion; accordingly, there is no hard and fast rule on when they would be appropriate, and adequate notice remains critical component of analysis. In this case, proposed "opt-out" mechanism for third-party releases for sexual abuse claims did not make Chapter 11 plan proposed by debtor, a Catholic diocese, and unsecured creditors committee patently unconfirmable in light of *Purdue Pharma*, 144 S.Ct. 2071. Courts in district routinely approve opt-out release language when clear and prominent explanation of same was provided as follows: (i) all claimants subject to opt-out provisions in this mass-tort-like case, as sexual abuse survivors who were represented by fellow survivors sitting on committee, shared commonality characteristics akin to those required in class action, (ii) committee was properly treated as both estate fiduciary and de facto class representative, (iii) some 94% of claimants were represented by sophisticated counsel who had actively participated in case and could explain opt-out process and legal implications to them, (iv) meaningful compensation was expected to be paid in exchange for releases, and (v) requiring opt-in ballot would ignore realities of case.

In re Smallhold, Inc., 665 B.R. 704 (Bankr. D. Del., 2024)

Issue: Whether plan with "opt out" third party releases was confirmable**.**

Holding: Consensual third-party releases in a debtor's plan of reorganization are permissible. Creditors generally must affirmatively express consent to a third-party release contained in a debtor's plan of reorganization, such as by checking a box to "opt in," in order to be bound by the release. It is not appropriate to require creditors to object or "opt out," or else be subject to (or be deemed to "consent" to) such release. Absent some sort of affirmative expression of consent to proposed third-party release that would be sufficient as a matter of contract law, creditor's silence in the face of a reorganization plan and form of ballot containing such release is not sufficient. In this case, with respect to third amended plan of reorganization proposed by Subchapter V Chapter

11 debtor, which contained "opt out" third-party releases purporting to release creditors' claims against debtor's representatives, debtor-in-possession (DIP) lender, and DIP lender's representatives, unimpaired equity holders and creditors whose claims would be paid in full and thus were not given the opportunity to vote on the plan could not be said to have validly consented to the releases; although such creditors and equity holders were informed that plan would operate to release their claims against third parties, they never affirmatively expressed consent to the releases, and so, as a matter of ordinary contract law, their silence was insufficient to bind them. Those creditors that voted on the plan, after receiving clear instruction that such vote would operate to grant a release unless they opted out, and that were given a simple mechanism to opt out, namely, a box to check, but elected not to opt out could be deemed to have consented to the release and thus were bound by it, regardless of how they voted. The creditors' vote was affirmative step which, coupled with conspicuous notice of opt-out mechanism, sufficed as consent to the third-party releases under general contract principles. A creditor's vote on proposed plan of reorganization is intended to indicate only whether creditor does or does not accept plan's treatment of creditor's allowed claim.

Retirement Contributions and Disposable Income

By Hank Hildebrand

Statutory Language

Section 541(b)(7) excludes from property of the estate amounts withheld or received by an employer for contributions to certain retirement accounts. The statute adds the following "hanging" language to each of the relevant subparagraphs: "except that such amount . . . shall not constitute disposable income as defined in section 1325(b)(2)."

Johnson/Saldana Approach: Retirement Contributions are Completely Excluded During the Plan

Under this approach, Chapter 13 debtors can exclude voluntary post-petition contributions from disposable income calculations, even if they were not making contributions at the time of filing. The Courts that follow this approach hold that § 541(b)(7) plainly excludes retirement contributions from disposable income, without express limitation. The courts following this approach, however, do generally note that the good-faith requirement under § 1325(a)(3) imposes some limits.

In re Saldana, 122 F.4th 333 (9th Cir. 2024), *cert. denied sub nom. Bronitsky v. Saldana*, 145 S. Ct. 2815 (2025)

> "we conclude, consistent with the majority of bankruptcy courts, that voluntary contributions to employer-managed retirement plans do not constitute disposable income in a Chapter 13 bankruptcy." *In re Saldana*, 122 F.4th 333, 345 (9th Cir. 2024), cert. denied sub nom. *Bronitsky v. Saldana,* 145 S. Ct. 2 815 (2025)

The 9th Circuit dissent was just as concerned with fulfilling Congressional intent:

"The purpose of a Chapter 13 proceeding is to allow a debtor to make steady payments to creditors over three to five years" (Op. at 340) in return for which the debts are discharged. But as the creditors will receive less than full payment, any income a debtor with above average income does not need to survive during those three to five years should be allocated as disposable income." *In re Saldana,* 122 F.4th 333, 346 (9th Cir. 2024), cert. denied sub nom. *Bronitsky v. Saldana,* 145 S. Ct. 2815 (2025)

In re Johnson, 346 B.R. 256 (Bankr. S.D. Ga. 2006)

In re Drapeau, 485 B.R. 29 (Bankr. D. Mass. 2013)

Parks/Prigge **Approach: Complete Inclusion**

This approach does not permit a debtor to deduct any voluntary retirement contributions in calculating disposable income. The courts following it reason that § 541(b)(7) protects the amounts withheld from employees in the event of an employer bankruptcy. Under this interpretation, the exclusion in § 541(b)(7) applies only to contributions made before the petition date.

Courts following this approach emphasize that Congress placed retirement loan repayment exclusions in Chapter 13 (§ 1322(f)) but placed the contribution exclusions in § 541, defining property of the estate.

In re Prigge, 441 B.R. 667 (2010)

In re Parks, 475 B.R. 703 (9th Cir. BAP 2012), *abrogated by In re Saldana*, 122 F.4th 333 (9th Cir. 2024)

Seafort-BAP **Approach: Prepetition Amount Limitation**

This approach holds that debtors may exclude from the disposable-income calculation the 401(k) contributions that they were making at the commencement of the case, but they may not deduct more, even if they will be contributing more during the plan. The Circuit Court has rejected the Johnson/Saldana and Parks/Prigge approaches, but has not decided between the *Seafort-BAP* approach and the CMI approach below. *In re Penfound*, 7 F.4th 527, 534 (6th Cir. 2021)

In re Seafort, 437 B.R. 204 (2010)

The CMI Approach: Six-Month Prepetition Average

The CMI approach is similar to the *Seafort-BAP* approach but more formulaic. It permits a deduction for the average amount contributed to a retirement plan during the six months prior to the bankruptcy petition.

In re Anh-Thu Thi Vu, No. 15-41405-BDL, 2015 WL 6684227 (Bankr. W.D. Wash. June 16, 2015)

In re Bruce, 484 B.R. 387 (Bankr. W.D. Wash. 2012)

Rights to Property Appreciation

By Henry E. Hildebrand III

<u>The Problem:</u>

When a debtor confirms a chapter 13 case where there is an analysis done of the value accorded to the debtor's property. If that property is subject to a lien, the obligation that it secures is a secured claim. Unless the "hanging paragraph" at the tail of 1325(a) is applicable is a secured claim only to the extent of the value of the debtor's interest in the property. Section 1325(a)(4) requires a hypothetical liquidation analysis to determine the amount of the non-exempt equity in property of the estate that would be distributed to unsecured creditors in a Chapter 7 liquidation. So (in theory) there is a valuation made of property of the debtor's estate at the time of confirmation.

But a Chapter 13 plan can extend for years. Things happen. A chapter 13 debtor may elect to voluntarily convert to a chapter 7. What does a chapter 7 trustee do if there has been a substantial increase in the values of the property still held by the debtor? What if there was no dispute that there was no non-exempt equity when the case is confirmed, but the property has substantially appreciated? What if the debtor's plan was confirmed as a full pay plan so no one cared about the "best interest of creditors' test"?

Cases Converted to Chapter 7

A circuit split exists on the question of who is entitled to postpetition appreciation in a case that converts from Chapter 13 to Chapter 7.

The Ninth Circuit has held that the postpetition, pre-conversion increase in the equity of an asset belongs to the bankruptcy estate, not to the debtor, even if the debtor has converted the case in good faith. *Matter of Castleman*, 75 F.4th 1052 (2023).

> "Section 348(f) provides that the property of the estate in the converted case consists of the original property of the estate that "remains in the possession of or is under the control of the debtor on the date of conversion." The Court rejected the characterization of postpetition appreciation represents a separate, after-acquired property interest. It noted the broad scope of "property of the estate" under § 541, especially 541(a)(6)'s inclusion of "[p]roceeds, product, offspring, rents, or profits of or from property of the estate."

The Tenth Circuit reached the opposite conclusion, finding that proceeds from the sale of appreciated property are separate, after-acquired property that belonged to the debtors, not the Chapter 7 estate. *In re Barrera*, 22 F.4th 1217 (2022). The Court found support for its conclusion in § 1327(b), which provides, absent a contrary plan provision, for the vesting of the property of the estate at confirmation

The legislative history of § 348(f) provides some support for the *Barrera* holding. The House Report on the legislation had described the provision as overruling case law that had implied that nonexempt equity created by the payment of debt during a Chapter 13 case would be property of the estate if the case were later converted to Chapter 7.

Plan Modification

Courts also disagree on how property appreciation affects the best-interest-of-creditors test in a plan modification under § 1329.

That issue implicates several confounding issues in Chapter 13:

- First, the effect of "vesting" of property of the estate, which occurs at plan confirmation unless the plan provides otherwise.
- Second, the tension between § 1306, which makes property acquired after the petition date property of the estate, and § 1327, which vests property of the estate in the debtor at confirmation (again, subject to a contrary plan provision).
- Third, how to satisfy the best-interest-of-creditors test in a modification: Is the "effective date of the plan" the <u>original</u> confirmation date or the <u>modification</u> date? Does the test call for a determination as if the case had been converted to Chapter 7 or as if a new Chapter 7 had been filed?
- Fourth, what "best-efforts" or disposable-income test applies in a modification, and how is post-petition appreciation relevant?

In re Murphy, 474 F.3d 143, 154 (4th Cir. 2007) (income realized from the sale of property supported plan modification); *Barbosa v. Solomon*, 235 F.3d 31, 34 (1st Cir. 2000) (similar)

In re Elassal, 654 B.R. 434 (Bankr. E.D. Mich. 2023) (debtor entitled to keep proceeds on sale of home that had vested in debtor at confirmation)

In re Marsh, 647 B.R. 725 (Bankr. W.D. Mo. 2023) (proceeds from the sale of the Debtors' residence were property of the estate despite the effect of vesting under § 1327).

In re Burgie, 239 B.R. 406 (B.A.P. 9th Cir. 1999) (sale proceeds not disposable income and not basis for plan modification)