



**IT IS ORDERED as set forth below:**

**Date: December 15, 2014**

**W. Homer Drake  
U.S. Bankruptcy Court Judge**

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION**

<b>IN THE MATTER OF:</b>	:	<b>CASE NUMBER</b>
	:	
JOHN ARLISS THOMPSON,	:	14-11209-WHD
	:	
Debtor.	:	
	:	<b>IN PROCEEDINGS UNDER</b>
	:	<b>CHAPTER 13 OF THE</b>
	:	<b>BANKRUPTCY CODE</b>

**ORDER**

The above-referenced bankruptcy case came before the Court for hearing on December 11, 2014 (hereinafter the “Hearing”) on an objection to confirmation filed by Jessica Thompson (hereinafter the “Creditor”). The Creditor objected to Debtor’s Chapter 13 Plan (hereinafter the “Plan”) on a theory that certain debts

were priority domestic support obligations, which required full payment under the Plan. See 11 U.S.C. § 1322(a); 11 U.S.C. § 507; and 11 U.S.C. § 101(14A).

For the reasons stated on the record, the Court finds the debts not comprised of domestic support obligations. Accordingly, Creditor's objection is hereby **OVERRULED**.

The Court took under advisement whether the Creditor's attorneys' fees, incurred both prepetition and postpetition in an effort to enforce the parties' settlement agreement with regards to the aforementioned debts, should be classified as a domestic support obligation. Whether or not attorneys' fees constitute a domestic support obligation depends on whether the representation was related to an underlying domestic support obligation. See In re Davison, 2014 WL 6674770, at \*2 (Bankr. M.D. Ala. 2014). Having determined that the underlying obligations do not amount to domestic support, the Court finds that the Creditor's attorneys' fees also are not a domestic support obligation.

Instead, the Court finds that the Creditor's right to attorney's fees are contingent claims deriving from the alleged breach of the parties' settlement agreement. As such, they are unsecured prepetition claims against the Debtor, see In re SNLT Corp., 571 F.3d 826, 844 (9th Cir. 2009) ("In general, if the creditor

incurs attorneys' fees postpetition in connection with exercising or protecting a prepetition claim that included a right to recover attorneys' fees, the fees will be prepetition in nature, constituting a contingent prepetition obligation that became fixed postpetition when the fees were incurred.”) (quoting 5 COLLIER ON BANKRUPTCY ¶ 553.03[1][i] (15th ed. Updated 2007)), whose personal liability is subject to discharge upon successful completion of a Chapter 13 plan. See 11 U.S.C. § 1328; see also In re Coon, 2014 WL 6674753, at \*3 (Bankr. M.D. Ala. 2014). Accordingly, the Creditor's request to have the attorney's fees classified as a priority domestic support obligation is **DENIED**.

However, the Court notes that, if the Debtor fails to obtain a discharge in this case, the Creditor will be free to seek payment of attorney's fees, to the extent provided in the divorce decree, in the state court.

The Clerk is **DIRECTED** to serve a copy of this Order on the Debtor, Jessica Thompson, respective counsel, the Chapter 13 Trustee, and all creditors.

**END OF DOCUMENT**