

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

IN THE MATTER OF)	
)	
BRADLEY FRANCIS ALLSOP,)	CASE NO. 11-31224 HCD
)	CHAPTER 7
)	
DEBTOR.)	
)	
)	
BRADLEY FRANCIS ALLSOP,)	
)	
PLAINTIFF,)	
vs.)	PROC. NO. 12-3061
)	
MEREDITH LYNN ALLSOP,)	
)	
DEFENDANT.)	

Appearances:

Thomas E. Panowicz, Esq., attorney for plaintiff, Post Office Box 1455, Granger, Indiana 46530; and

Robert E. Canfield, Esq., attorney for defendant, 218 West Washington Avenue, Eleventh Floor, South Bend, Indiana 46601.

MEMORANDUM OF DECISION

At South Bend, Indiana, on September 30, 2013.

Before the court is the Plaintiff's Motion for Summary Judgment, filed by plaintiff Bradley Francis Allsop, chapter 7 debtor ("plaintiff" or "debtor"), against Meredith Lynn Allsop ("defendant" or "creditor"). The plaintiff requests summary judgment on the underlying Complaint To Determine Dischargeability of Debt ("Complaint"). The defendant has filed an Answer to the Complaint and a Memorandum concerning the issue of dischargeability of marital debt. The parties also filed Stipulated Facts to the court. Following the plaintiff's submission of a reply brief, the court took the matter under

advisement. For the reasons presented below, the court denies the plaintiff's summary judgment motion and grants summary judgment to the defendant as a matter of law pursuant to 11 U.S.C. § 523(a)(15).¹

BACKGROUND

The plaintiff and defendant were married on August 14, 1999. They had a construction business, Allsop Restoration, Inc., that failed. On May 19, 2010, the Allsops filed a Petition for Dissolution of Marriage in the St. Joseph County Superior Court ("divorce court"), and separated thereafter.

On April 1, 2011, the plaintiff filed a voluntary petition under chapter 7 of the Bankruptcy Code. On Schedule F, which he amended on June 29, 2011, the plaintiff listed as creditors the defendant, business debts, and debts from the marriage, including the Robert C. Lannert and/or Robert C. Lannert Declaration Trust debt ("Lannert debt") and the Chase charge credit debt ("Chase debt"), the marital obligations at issue herein. The proper bankruptcy notices were sent to Chase, Lannert, and the defendant throughout the bankruptcy. None of those creditors filed motions for relief from stay or objections to the plaintiff's discharge of its debt. On August 16, 2011, the Order of Discharge was entered, granting the debtor a discharge under 11 U.S.C. § 727, but stating in the Order that "[d]ebts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged." R. 35 (Case No. 11-31224). However, the issue of the dischargeability of the marital debts was not raised in the bankruptcy court until the plaintiff filed this adversary proceeding to determine that question on August 29, 2012.

Three months after the plaintiff-debtor's discharge (and nine months before this adversary proceeding was commenced), on November 16, 2011, the divorce court issued the Decree of Dissolution ("Decree"), thereby dissolving the marriage of the plaintiff and defendant. However, the divorce court took under advisement the determination and division of the marital estate.

¹ The court has jurisdiction to decide the matter before it pursuant to 28 U.S.C. § 1334 and § 157 and the Northern District of Indiana Local Rule 200.1. The court has determined that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(I).

On January 31, 2012, the court's Supplemental Decree of Dissolution of Marriage as to Division of Marital Estate and Other Issues ("Supplemental Decree") was issued. In ¶ 12 of the Supplemental Decree, the court determined that the Lannert debt and the Chase debt were marital debts, and required the plaintiff (husband) to hold the defendant (wife) harmless from any liability.² In ¶ 20, it determined the fair market value of the plaintiff-husband's marital liabilities that he was required to assume and pay: the Lannert debt in the amount of \$125,685.00 and the Chase debt in the amount of \$10,284.00. The plaintiff again was required to hold the defendant free and harmless from financial liability on those debts. The court then ordered and decreed the plaintiff-husband's liability to the defendant-wife as follows:

3. Husband is ordered to pay all debts set forth in paragraphs 20 and 23 of the Court's findings and conclusions and the Wife is ordered to pay all debts set forth in paragraphs 18 and 24 of the Court's findings and conclusions, with each party to hold the other free and harmless from any future liability on any of these debts each is ordered to assume and pay, including but not limited to reimbursement for reasonable attorney fees and court costs incurred in the defense of any legal proceedings that may arise from any of these debts, including the enforcement of the aforementioned hold harmless provisions.

² In the Supplemental Decree, the court made the following rulings concerning marital debts:

12.a. The Robert Lannert Debt: . . . This is a marital debt, which was discharged through Husband's bankruptcy; therefore, Husband has no direct personal liability or obligation to pay Robert C. Lannert or the Robert C. Lannert Declaration of Trust. Despite the fact that Husband was discharged from any liability on this debt, the debt itself remains a marital debt because Wife is still liable directly to the creditor for the full amount of the debt.

b. The Chase Debt: . . . Although Husband was discharged from direct liability to the creditor, the debt itself remains a marital debt because Wife is still directly liable to the creditor for the full amount of the debt.

c. Meredith Lynn Allsop: Husband listed Meredith Lynn Allsop as a creditor in his Chapter 7 Bankruptcy Petition for "potential liability" in an unknown amount. Any financial obligation the court imposes upon Husband as part of this decree to hold Wife free and harmless from any liability on all or a portion of any marital debt did not exist at the time Husband filed his petition for bankruptcy or at the time the bankruptcy discharge order was entered. Therefore Husband could not seek to discharge nor the Bankruptcy Court actually discharge a debt that did not exist at the time the bankruptcy discharge order was entered. In addition, even if a financial obligation requiring Husband to hold Wife free and harmless from any liability on various marital debts had been entered by this court prior to the bankruptcy discharge, this courts [*sic*] order would not be subject to its commands.

R. 1, Ex. A at 2-3.

Id., p. 10.

On March 29, 2012, the divorce court ordered the stay of the execution of ¶ 20 of the Supplemental Decree pending a decision by the bankruptcy court on the dischargeability of those debts listed therein. *See* R. 1, Ex. B.

In their stipulated facts herein, the parties agreed that the assets and liabilities that were part of the marital estate were accumulated during the marriage of the plaintiff and defendant, prior to the plaintiff's bankruptcy filing. They also agreed that the Lannert and Chase debts arose before the date of filing of the bankruptcy petition and that the Decree of Dissolution and the Supplemental Decree were entered after the plaintiff filed his bankruptcy and after the plaintiff's discharge was entered.

The plaintiff filed his Complaint against the defendant, his former spouse, on August 29, 2012. The first two counts asked the court to declare the divorce court's Supplemental Decree void in part. Count I alleged that this court's Order of Discharge discharged the plaintiff's personal liability for all pre-petition debts, including the Lannert and Chase debts. Consequently, it claimed, the Supplemental Decree, issued post-discharge, was void as to any order to pay the Lannert and Chase debts, and both the defendant and the divorce court were prohibited from acting on that order. Count II contended that the Supplemental Decree was void as to any liability of the plaintiff to the defendant on the ground that the defendant's claim, duly listed on the debtor's Schedule F, arose pre-petition, and it was discharged in the Order of Discharge.

Count III alleged that 11 U.S.C. § 523(a)(15) was inapplicable herein. It pointed out that the divorce court's Decree and Supplemental Decree were entered after the plaintiff had filed his chapter 7 petition and after the Order of Discharge was entered. For that reason, the Complaint alleged, at the time the plaintiff filed bankruptcy he had not incurred any debt to the defendant pursuant to a divorce or separation decree.

Count IV alleged that the defendant had received notice of the plaintiff's bankruptcy and discharge, and yet she continued the divorce proceedings. As a result, the Supplemental Decree ordered the

plaintiff to pay the Chase and Lannert debts, which were discharged. The Complaint charged that the defendant violated the § 524(a)(2) injunction and must compensate the plaintiff for damages, fees, and costs.

In her Answer and responsive memorandum, the defendant asserted that the plaintiff's debt to the defendant did not exist until January 31, 2012, when the divorce court issued its Supplemental Decree, long after the plaintiff's filing of his petition and receipt of his discharge. She further contended that she was not obliged to file an objection in the debtor's bankruptcy at all, after the 2005 changes to the bankruptcy law, and certainly not before the divorce was finalized and the domestic debts of the parties had been determined. Citing *Hitchcox v. Hitchcox*, 693 N.E.2d 629 (Ind. App. 1998), the defendant noted that, under Indiana law, a debt discharged in a husband's bankruptcy proceeding did not prohibit a divorce court from dividing the debt at a final dissolution hearing. She urged the court to determine that § 523(a)(15) was created to remove the bankruptcy court from domestic issues; that she was not required to file an objection to the debtor's discharge of debt; and that the complaint was frivolous. She sought damages, attorney's fees, and a determination that the marital debts were nondischargeable.

DISCUSSION

This court renders summary judgment only if the record shows that "there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law." Fed. R. Civ. P. 56(c); Fed. R. Bankr. P. 7056; see *Celotex Corp. v. Catrett*, 477 U.S. 317, 322, 106 S. Ct. 2548, 2552, 91 L.Ed.2d 265 (1986). The moving party bears the initial burden of demonstrating that no genuine issue of material fact exists. See *Celotex*, 477 U.S. at 323. If the moving party satisfies its initial burden, then the nonmoving party must "go beyond the pleadings and by [its] own affidavits, or by the 'depositions, answers to interrogatories, and admissions on file,' designate 'specific facts showing that there is a genuine issue for trial.'" *Id.* at 324 (quoting Fed. R. Civ. P. 56(e)). The court neither weighs the evidence nor assesses the credibility of witnesses. See *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249, 106 S. Ct. 2505, 2511, 91 L.Ed.2d 202 (1986).

The uncontested facts indicated that the petition for dissolution of the marriage of the plaintiff and defendant was filed prepetition, and the Decree of Dissolution was entered postpetition and post-discharge. The plaintiff's position focused on the timing elements and was straightforward. He asserted that the defendant's claim, along with the Lannert and Chase debts, arose pre-petition, and that all of those debts were discharged in this court's Order of Discharge on August 16, 2011. The discharge injunction of § 524(a)(1) voided the post-discharge Supplemental Decree, he insisted, to the extent it required the plaintiff to pay those debts, and the injunction of § 524(a)(2) prohibited the defendant from demanding that the plaintiff pay those discharged debts.³ Moreover, he argued, because the debts were discharged, § 523(a)(15) was not applicable. Finally, the plaintiff demanded damages and costs for the defendant's violation of the discharge injunction. The defendant replied that, after the 2005 amendments to the Bankruptcy Code, the debts were clearly nondischargeable, with or without her filing a § 523(a)(15) adversary proceeding.

Since the debts at issue are divorce-related marital obligations, the applicability of § 523(a)(15) must be considered at the outset. Section § 523(a)(15) governs the dischargeability of property settlement debts and hold harmless agreements, debts that are not § 523(a)(5) domestic support obligations. It provides that a chapter 7 debtor is not discharged from any debt:

to a spouse, former spouse, or child of the debtor . . . that is incurred by the debtor in the course of a divorce or separation or in connection with a separation agreement, divorce decree or other order of a court of record, or a determination made in accordance with State or territorial law by a governmental unit.

11 U.S.C. § 523(a)(15).

³ Section 524(a), in pertinent part, provides that a discharge –

(1) voids any judgment at any time obtained, to the extent that such judgment is a determination of the personal liability of the debtor with respect to any debt discharged under section 727, . . . , whether or not discharge of such debt is waived; [and]

(2) operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such debt as a personal liability of the debtor, whether or not discharge of such debt is waived[.]

11 U.S.C. § 524(a)(1), (2).

Until 2005, a property settlement obligation was dischargeable unless the creditor-former spouse filed a timely adversary proceeding under § 523(a)(15). In addition, the debtor had defenses to protect property settlement debts that arose before the debtor's bankruptcy, found in § 523(a)(15)(a) and (b). With respect to postpetition debts, the majority view was that they were excepted from a debtor's discharge. *See Cooper v. Cooper*, 2011 WL 978906, at *3 (M.D. Ala. Mar. 18, 2011) (following majority view, affirming bankruptcy court).

In 2005, the Bankruptcy Abuse Prevention and Consumer Protection Act ("BAPCPA") introduced broad-sweeping changes to the statute. It deleted both subsections of the statute, and thereby eliminated the court's consideration of a debtor's ability to pay or the use of any balancing test. *See In re Mitchell*, 2013 WL 2422694, at *3 (Bankr. N.D. Ill. June 4, 2013) (pointing out that BAPCPA "eliminated these limitations, reflecting Congressional intent to bring as many divorce-related debts as possible under § 523"); *In re Blackburn*, 412 B.R. 710, 712 (Bankr. W.D. Pa. 2009) (stating that BAPCPA's changes in § 523(a)(15) "eliminate[d] the discretion of the Court"). As a result, § 523(a)(15) "rendered as non-dischargeable virtually all obligations arising between spouses as a result of a divorce decree." *In re Wise*, 2012 WL 5399075, at *6 (Bankr. E.D. Tex. Nov. 5, 2012). Indeed, if the obligation was "incurred by the debtor in the course of a divorce or separation or in connection with a separation agreement [or] divorce decree," and if it was for support or property settlement, then its enforcement could not be eliminated by a bankruptcy discharge order. *See In re Johnson*, 2012 WL 2835462, at *2 (Bankr. C.D. Ill. July 10, 2012) (stating that, after BAPCPA, "the distinction between domestic support obligations and other types of obligations arising out of a marital relationship are of no practical consequence in actions to determine the dischargeability of debts in a chapter 7 case"); *see also In re Yelverton*, 2012 WL 4434087, at *7 (Bankr. D. Dist. Col. Sept 24, 2012) (stating that, in chapter 7 cases, a debt is nondischargeable if it fits under either § 523(a)(5) or (a)(15)).

As the authoritative bankruptcy treatise, *Collier on Bankruptcy*, summarized it, “Section 523(a)(15) now provides, *unqualifiedly*, that a property settlement obligation encompassed by section 523(a)(15) is nondischargeable.” 4 *Collier on Bankruptcy*, ¶ 523.23 at 523-126 (A.N. Resnick & H.J. Sommers, eds., 16th ed. 2013) (emphasis added). A recent Illinois bankruptcy decision in this circuit explained the test now used by courts when deciding whether a property settlement debt is dischargeable under § 523(a)(15):

In order to determine that [the debtor’s] debt is nondischargeable under § 523(a)(15), [the creditor-former spouse] need only prove by a preponderance of the evidence that: (1) it is a debt to a spouse or former spouse; (2) it is *not* a domestic support obligation; and 3) it was incurred in the course of a divorce or in connection with a divorce decree.

In re Mitchell, 2013 WL 2422694, at *5 (citing cases); *see also In re Paulus*, 2011 WL 2560285, at *2 (Bankr. N.D. Ohio June 28, 2011) (calling it a “very narrow inquiry”).

A second important change in the 2005 amendments was the deletion of § 523(a)(15) from § 523(c)(1). Before BAPCPA was passed, § 523(c)(1) required creditors to file suits objecting to dischargeability under § 523(a)(15) for divorce property settlements. After BAPCPA, a creditor with a § 523(a)(15) claim no longer risked having the debt discharged if the creditor’s complaint was not filed within the time limitations prescribed by Bankruptcy Rule 4007(c) and (d).

Therefore, debts falling under section 523(a)(15) are no longer included in the category of debts that are discharged automatically if a party does not obtain a determination of nondischargeability from the bankruptcy court.

4 *Collier on Bankruptcy* at 523-127; *see also In re Wise*, 2012 WL 5399075, at *4 (concluding that “the timing of the filing of the Plaintiff’s complaint does not preclude the granting of the relief sought therein”). In fact, since BAPCPA, § 523(a)(15) property settlement debts are “unqualifiedly nondischargeable” and their nondischargeability “need not be established prior to entry of a discharge order.” *In re Brooks*, 371 B.R. 761, 768 (Bankr. N.D. Tex. 2007); *see also In re Rogowski*, 462 B.R. 435, 439 n.8 (Bankr. E.D.N.Y. 2011) (“No adversary proceeding need be filed to obtain a determination of nondischargeability as to debts that fall within the definitions of §§ 523(a)(5) and 523(a)(15).”); *In re Paulus*, 2011 WL 2560285, at *3

(“Plaintiff [spouse] was not required to commence this adversary proceeding. The debt owed to her by Defendant [debtor] was nondischargeable without her taking any action at all.”). In light of the markedly important changes BAPCPA made to § 523(a)(15), it was noteworthy that the parties failed to cite even one post-BAPCPA case in their arguments. The plaintiff’s assertion, in Count III of the Complaint, that § 523(a)(15) was inapplicable, clearly was misguided.

The court followed the “very narrow inquiry” required to determine whether the debts at issue in this case are excepted from discharge under § 523(a)(15). First, it considered whether the debts were “to a spouse, former spouse or child of the debtor.” The plaintiff debtor acknowledged in his Amended Schedule F that he “potentially” owed a debt to the defendant, his former spouse, in an unknown amount. He also acknowledged, in Schedule F, the debts to Chase and Lannert. Bankruptcy courts have established that debts owed jointly become debts “to a spouse or former spouse” when the divorce court so orders. When a divorce court, in a decree or order, requires a debtor to pay some or all of a debt or joint debt and to hold the non-debtor former spouse harmless thereon, that order or decree creates a new obligation, one that imposes a new debt on the plaintiff, and one that is separate from the obligation owed directly to such creditors as Chase or Lannert. *See In re Putnam*, 2012 WL 8134423, at *19 (Bankr. E.D. Cal. Aug. 30, 2012); *In re Paulus*, 2011 WL 2560285, at *2 (finding that separation agreement provision, which was incorporated into the dissolution decree, required debtor to pay Chase debt and to hold former spouse harmless thereon; concluding that provision “created a new obligation running from [debtor] to [former spouse]” and was a nondischargeable debt). The court determines, therefore, that the debts at issue are debts owed to the defendant-former spouse.

The second element of the § 523(a)(15) test is whether the debts at issue are domestic support obligations. Neither party argues that the debts herein are domestic support debts, and the court finds that they clearly fall within the parameters of § 523(a)(15) as property settlement debts.

The third factor requires the court to determine whether the marital debts were incurred in the course of a divorce or in connection with a divorce decree. The plaintiff insisted that, because the Decree was not entered before his debts were discharged, the marital debts were not incurred “in the course of” the divorce decree. The defendant responded that the debts were not incurred until the Decree was entered.

This court disagrees with each party’s narrow perspective. It finds that the parties began the divorce process before the debtor filed his bankruptcy petition, when they filed their Petition for Dissolution. According to their Stipulated Facts, the parties’ business failed, their loans and credit card debts were coming due, and they began divorce proceedings. There certainly was a “sufficiently close connection” between the divorce proceedings and the debts at issue, in terms of subject matter and obligation. *See Woosley v. Woosley*, 2010 WL 500423, at *4, n. 2, *8 (M.D. Tenn. 2010) (holding that, “in light of the basic principles of equity and fairness to which Bankruptcy Law is tied,” the debt at issue was incurred “in connection with” the divorce decree and was nondischargeable). “A debt constitutes a debt incurred in connection with a divorce decree or separation agreement when it has been specifically incorporated into such divorce decree or separation agreement.” *In re Putnam*, 2012 WL 8134423, at *19 (citing *In re Short*, 232 F.3d 1018, 1023 (9th Cir. 2000), citing in turn *Matter of Crosswhite*, 148 F.3d 879, 881-82 (7th Cir. 1998)).

In this case, it is clear that the debts to Chase and Lannert, and the hold harmless obligation to the defendant, are incorporated into the Supplemental Decree and therefore have a “sufficiently close connection” to the divorce proceedings of the plaintiff-debtor and the defendant-former spouse. The court thus determines that the debts were “incurred by the debtor in the course of a divorce or separation or in connection with a separation agreement, divorce decree, or other order of a court of record.” Accordingly, it concludes that the three elements of nondischargeability of a debt under § 523(a)(15) have been met. As a result, Count III of the plaintiff’s Complaint is denied.

Having found that the defendant is the plaintiff’s former spouse; that the debts at issue are not support obligations as described in § 523(a)(5); and that the debts were incurred in connection with the

divorce Decree and Supplemental Decree, the court also determines that the Lannert and Chase debts are excepted from the plaintiff's discharge pursuant to 11 U.S.C. § 523(a)(15) as a matter of law.

The court now turns to the plaintiff's remaining requests in its Complaint. The plaintiff's request, in Counts I and II, that this court find the divorce court's Supplemental Decree "void as to any liability" from the plaintiff to the defendant, must be denied. The divorce court and this court have concurrent jurisdiction to determine whether divorce-related debts are excepted from a debtor's discharge. *See* 11 U.S.C. § 523(c); *Eden v. Robert A. Chapski, Ltd.*, 405 F.3d 582, 586 (7th Cir. 2005); *see also In re Lemoine*, 2012 WL 5906939, at *2 (Bankr. E.D. Pa. Nov. 26, 2012); *In re Laskero*, 2011 WL 4828843, at *2 (Bankr. N.D. Ill. 2011). Moreover, "[t]his court may not sit in review of the state court's decision." *In re Laskero*, 2011 WL 4828843, at *3. The court therefore denies Counts I and II of the Complaint.

Finally, the plaintiff's request, in Count IV, for a determination that the defendant violated the discharge injunction under § 524(a)(2) is denied. Once the debtor obtained his discharge, the automatic stay was no longer in effect. *See* § 362(c)(2)(C); *In re Jones*, 348 B.R. 715, 718 (Bankr. E.D. Va. 2006). The divorce court had stayed its proceedings during the debtor's bankruptcy proceedings, but intended to complete the division of marital property thereafter. The property and debts being distributed in the divorce court after entry of the discharge were the property settlement obligations, identified herein as "unqualifiedly nondischargeable," *see* 4 *Collier on Bankruptcy* at 523-126, and therefore distributions "on account of nondischargeable debts." *In re Tarone*, 434 B.R. 41, 54 (Bankr. E.D.N.Y. 2010) ("Given that these debts are nondischargeable, there was no violation of the discharge injunction provided by § 524(a)(2)."); *see also Johnson v. JP Morgan Chase Bank*, 395 B.R. 442, 449 (E.D. Cal. 2008) (stating that "the permanent injunction prohibits actions only with respect to dischargeable debts, and does not apply to nondischargeable debts").

However, Count IV must be denied for another reason. The court is of the opinion that the plaintiff prevaricated or at least misled this court in the Complaint's challenges to the actions of the

defendant and the divorce court in continuing the divorce proceedings post-petition and post-discharge. *See, e.g.,* R. 1, Ct. IV, ¶ 35 (“Even though [the defendant] received notice of plaintiff’s bankruptcy and notice of the discharge, . . . [defendant] commenced or continued an action” in the divorce court.). The record makes clear that both the plaintiff and the defendant were seen and heard at the post-discharge state court proceedings. The plaintiff-husband was present, with counsel⁴, at the state court trial held November 15, 2011, and again at a hearing on March 28, 2012, concerning the plaintiff-husband’s motion to correct error and the defendant-wife’s motion to reconsider. The plaintiff participated fully in the proceedings and will not be heard now to complain that the defendant was the party that violated the discharge injunction by continuing the divorce court proceedings. The Complaint’s charges of violations of the discharge injunction, § 524(a)(1) and § 524(a)(2), are denied.

One last matter must be addressed. The defendant, in her Answer to the Complaint, asked the court to find the plaintiff’s Complaint frivolous and to award the defendant damages, costs, and attorney’s fees. The defendant’s cursory charge of frivolousness was not a motion for sanctions, and she neither described specific sanctionable conduct nor cited to the Bankruptcy Code, Rules, or case law to support her request. In light of the paucity of justification for the request, therefore, the court declines to find the Complaint frivolous or to award damages or costs to the defendant.

The court finds, nevertheless, that an award of attorney fees is warranted. “[A]lthough not directly decided by the Seventh Circuit, virtually every lower court within the Seventh Circuit has determined that awards of attorney fees incurred by a former spouse in dissolution proceedings are nondischargeable, notwithstanding a provision that the fees be paid directly to the attorney.” *In re Johnson*, 2012 WL 2835462 at *2 (Bankr. C.D. Ill. July 10, 2012) (citing *In re Papi*, 427 B.R. 457, 463-64 (Bankr. N.D. Ill. 2010)). In addition, the language of § 523(a)(15) “has been similarly interpreted and the majority

⁴ The court is aware of the fact that the plaintiff’s attorney in the state court divorce proceedings was not the bankruptcy attorney representing the plaintiff in this matter. Nevertheless, the plaintiff’s bankruptcy counsel attached the divorce court decisions to the Complaint and knew that the parties together had sought determination of the division of the marital estate and of other legal issues in the divorce court.

of courts deciding the issue under this statutory provision have reached the same result.” *Id.* This court agrees with the *Johnson* court that the plaintiff-debtor’s obligation to pay the attorney’s fees of the defendant, his former spouse, is excepted from the debtor’s discharge under § 523(a)(15). *See also In re Hying*, 477 B.R. 731, 735 (Bankr. E.D. Wis. 2012); *In re Tarone*, 434 B.R. at 49. The court therefore grants the defendant’s request for reasonable attorney’s fees in this adversary proceeding.

CONCLUSION

For the reasons presented in this Memorandum of Decision, the Plaintiff’s Motion for Summary Judgment, filed by the plaintiff Bradley Francis Allsop against the defendant Meredith Lynn Allsop, is denied. The court also denies the relief requested in all counts (Counts I, II, III, and IV) of the plaintiff’s Complaint To Determine Dischargeability of Debt. The debt owed by the plaintiff to the defendant is excepted from the plaintiff’s discharge pursuant to 11 U.S.C. § 523(a)(15). Finally, the court grants an award of reasonable attorney’s fees to the defendant. Counsel for defendant is directed to file an affidavit verifying compensation for his services in this adversary proceeding within twenty-one (21) days of the entry of this Memorandum of Decision.

SO ORDERED.

/s/ HARRY C. DEES, JR.

HARRY C. DEES, JR., JUDGE
UNITED STATES BANKRUPTCY COURT