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IT IS SO ORDERED.



*Beth A. Buchanan*

Beth A. Buchanan  
United States Bankruptcy Judge

Dated: January 24, 2024

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

In Re )  
 )  
DERRYN NICOLE JONES ) Case No. 23-10615  
 ) Chapter 13  
 ) Judge Buchanan  
Debtor(s) )

MEMORANDUM OPINION GRANTING MOTION TO DISMISS CASE AND  
IMPOSING A TWO-YEAR BAR TO DEBTOR’S RE-FILING  
[Docket Number 60]

[This opinion is not intended for publication or citation.]

This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a) and 1334 and the standing General Order of Reference in this district.

This matter is before this Court on the *Motion to Dismiss Case* (“Motion to Dismiss”) [Docket Number 60] filed by Creditor U.S. Bank National Association, as Trustee for Credit Suisse First Boston Mortgage Securities Corp., CMSC Mortgage-Backed Pass-Through Certificates, Series 2006-2 (“U.S. Bank”) and the *Affidavit Objection to Motion to Dismiss and All Other*

*Motion Because of Writ of Error for Lack of Jurisdiction and Claim by U.S. Bank N.A. as Trustee and Clunk, Hoose Co. LPA and Notice of Acceptance of All Property and Interest in Cause/Case 1:23-BK-10615 by Derryn-Nicole: (“Response”)* [Docket Number 72] filed by Debtor Derryn Nicole Jones (“Ms. Jones”).

In the Motion to Dismiss, U.S. Bank alleges that Ms. Jones’s Chapter 13 bankruptcy case was not filed in good faith and constitutes an abuse of the bankruptcy system. U.S. Bank requests that this Court dismiss the case and bar Ms. Jones from re-filing a bankruptcy case for a period of at least two years. On August 31, 2023, an evidentiary hearing was held to determine this and other matters ripe for determination.<sup>1</sup> Based on the evidence, this Court concludes that Ms. Jones’s bankruptcy filing constitutes an abuse warranting dismissal of her bankruptcy case and the imposition of a bar prohibiting Ms. Jones from filing another bankruptcy petition for a period of two years.

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<sup>1</sup> Other matters ripe for determination and heard as part of the evidentiary hearing on August 31, 2023 include: (1) U.S. Bank’s *Motion for Relief from Automatic Stay with Request for In Rem Relief Under 11 U.S.C. § 362(d)(4)* [Docket Number 25] and Ms. Jones’s responsive filing titled *Affirmed Affidavit Writ of Error Fraud Upon the Court and Non-Consent and Objection to U.S. Bank NA as Trustee Motion to Lift Stay and Exemption by Derryn N Jones* [Docket Number 46]; and (2) Ms. Jones’s Chapter 13 Plan, as amended [Docket Number 71] and the objections to confirmation filed by the Chapter 13 Trustee and U.S. Bank [Docket Numbers 45 and 73]. The dismissal of this case renders U.S. Bank’s motion for relief from stay and confirmation of Ms. Jones’s amended plan moot and, accordingly, while they may be referenced in this opinion, no determination will be made on these matters. However, this Court notes that a portion of the relief requested by U.S. Bank in its motion for relief from stay, specifically the request for in rem relief pursuant to § 362(d)(4), is not available to a creditor once the real property has been sold to the creditor. *See In re Merlo*, 646 B.R. 389, 394 (Bankr. E.D.N.Y. 2022) (“To avail itself of the protection of this section, the moving party must satisfy certain statutory requirements. First, the moving party must be a secured creditor, not the owner of the real property. Therefore, if a mortgagee has completed a foreclosure sale and title has passed to the mortgagee or its assignee, this remedy is no longer applicable.”).

## **I. FACTUAL AND PROCEDURAL BACKGROUND**

### **A. U.S. Bank's Foreclosure Proceedings and Ms. Jones's Multiple Bankruptcy Filings**

The Debtor, Ms. Jones, and her husband and non-filing spouse Dwight Jones (collectively "the Joneses") reside at 3548 Larkspur Avenue, Cincinnati, Ohio 45208 (the "Larkspur Property"). On March 14, 2012, U.S. Bank filed a Complaint in Foreclosure in the Court of Common Pleas for Hamilton County, Ohio ("State Court") against the Joneses with regard to the Larkspur Property [Docket Number 74, Exhibit D].<sup>2</sup> In the Complaint in Foreclosure, U.S. Bank asserted that Ms. Jones had defaulted under the terms of the promissory note executed by Ms. Jones and that, as the holder of the note and first mortgage lien against the Larkspur Property, U.S. Bank had a right to foreclose [*Id.*].

In June of 2012, Ms. Jones filed her first of five bankruptcy cases. The case was dismissed in August of 2012 for failure to file documents. Ms. Jones filed three more bankruptcy cases prior to the current one and, of those, only one ended in the granting of a discharge. The others were dismissed for various reasons, including that Ms. Jones filed a bankruptcy petition lacking the requisite good faith. A summary of her bankruptcy filings in the Southern District of Ohio are as follows:

- (1) Case Number 12-13483 (Chapter 13) filed on June 26, 2012 and dismissed for failure to file documents on August 8, 2012;
- (2) Case Number 14-14978 (Chapter 13) filed on December 3, 2014 and dismissed for failure to pay the filing fee on March 16, 2015;
- (3) Case Number 15-13268 (Chapter 13) filed on August 24, 2015 and dismissed with a 180-day bar to re-filing for lack of good faith on January 4, 2016;

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<sup>2</sup> U.S. Bank's exhibits [Docket Number 74, Exs. A-E], were admitted into evidence at the August 31, 2023 hearing.

(4) Case Number 17-12798 (Chapter 13 converted to Chapter 7) filed on July 31, 2017 and for which the Ms. Jones received a Chapter 7 discharge on February 28, 2019; and

(5) Case Number 23-10615 (Chapter 13) filed on April 3, 2023. This is Ms. Jones current bankruptcy case.

U.S. Bank's state court foreclosure proceedings moved forward intermittently when not subject to a bankruptcy stay. In between Ms. Jones's first and second bankruptcy filings, the State Court issued an *Entry Granting Motion for Summary Judgment and Decree of Foreclosure* in favor of U.S. Bank [Docket Number 74, Ex. C]. Subsequently, after U.S. Bank received an order granting it in rem relief from the automatic stay in Ms. Jones's fourth bankruptcy case,<sup>3</sup> the State Court issued a *Journal Entry Adopting Magistrate's Decisions of March 13, 2018, Confirming Sale, Ordering Deed and Distributing Sale Proceeds*, which was entered on July 9, 2018 [Docket Number 74, Ex. B].<sup>4</sup> The Sheriff Deed transferring the Larkspur Property to U.S. Bank was executed on September 21, 2018 and recorded on October 22, 2018 [Docket Number 74, Ex. A].

#### **B. Ms. Jones's Current Bankruptcy Case**

On April 3, 2023, Ms. Jones filed her fifth Chapter 13 bankruptcy petition initiating the current case. Subsequently, Ms. Jones filed her original Chapter 13 Plan that she then amended twice [Docket Numbers 19, 36, and 71]. In her most recently amended Chapter 13 Plan [Docket

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<sup>3</sup> See *Order Granting Motion of U.S. Bank National Association, as Trustee for Credit Suisse First Boston Mortgage Securities Corp., CSMC Mortgage-Backed Pass-Through Certificates, Series 2006-2 for Relief from the Automatic Stay Pursuant to 11 U.S.C. 362(d)(4)(B) and Co-Debtor Stay with Respect to Dwight Earl Jones Filed on August 29, 2017 as Document No. 23 (Property Located at 3548 Larkspur Avenue, Cincinnati, OH 45208)* entered on September 27, 2017 [Case Number 17- 12798, Docket Number 37]. During the August 31, 2023 hearing, this Court took judicial notice of the docket in Ms. Jones's fourth bankruptcy case, Case Number 17-12798.

<sup>4</sup> In the *Journal Entry Adopting Magistrate's Decisions of March 13, 2018, Confirming Sale, Ordering Deed and Distributing Sale Proceeds*, the State Court overruled objections from the Joneses and confirmed the sale of the Property to AP Rintex, LLC for \$180,000 [Docket Number 74, Ex. B]. The State Court docket supports that AP Rintex, LLC assigned its winning bid to U.S. Bank [Docket Number 74, Ex. E].

Number 71], Ms. Jones includes no monthly payment to the Trustee to be distributed to her creditors. In Paragraph 5.1.1, she identifies U.S. Bank as a mortgage holder with respect to the Larkspur Property but fails to include a monthly mortgage payment amount. In Paragraph 5.4.2, she indicates an intention to file a motion to avoid a creditor's judicial lien on the Larkspur Property but omits both the name of the creditor and the amount of the lien.

U.S. Bank objected to Ms. Jones's Chapter 13 Plan [Docket Number 57 and amended at Docket Number 73]. U.S. Bank asserted that, pursuant to the prepetition foreclosure and sheriff sale, U.S. Bank became the owner of the Larkspur Property and that Ms. Jones no longer had a right to attempt to cure the default of the mortgage previously owed to U.S. Bank or otherwise include the Larkspur Property or U.S. Bank in her Chapter 13 Plan.

U.S. Bank also filed a Motion for Relief from the Automatic Stay [Docket Number 25] and Motion to Dismiss requesting the dismissal of Ms. Jones's bankruptcy case [Docket Number 60]. In the Motion to Dismiss, U.S. Bank asserts that Ms. Jones, along with her spouse Dwight Jones, have filed multiple bankruptcy cases in a scheme to delay, hinder and defraud creditors. U.S. Bank asserts that the current bankruptcy filing was intended to prevent U.S. Bank, which now owns the Larkspur Property, from proceeding with eviction proceedings. Ms. Jones responded to the Motion to Dismiss [Docket Number 72] and these matters were set for hearing.

**C. Ms. Jones's Evidence Presented at the Hearing**

At the August 31, 2023 hearing, Ms. Jones called her husband Dwight Jones who testified to obtaining ownership of the Larkspur Property from U.S. Bank after successfully bidding on it at auction in October of 2021. He testified that U.S. Bank accepted legal tender for the Larkspur Property and that the legal tender was not returned. In support of the purported sale, he cites to UCC filings that Ms. Jones submitted as exhibits. The UCC Financing Statement Amendments

that Ms. Jones submitted as exhibits describe Dwight Jones as a “secured party” and the Larkspur Property as the collateral [Docket Number 81, Lodgment A].<sup>5</sup>

Along with the UCC documents, Ms. Jones submitted several other documents titled “International Promissory Note Money Order(s)” signed by Dwight Jones in which he, on behalf of the “Dwight Earl Jones Estate / Trust,” promises to pay various entities, including U.S. Bank, \$263,550 in “certified funds” within three days for the “PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS Item number: CK7 / 1589577 property commonly known as 3548 Larkspur Avenue Cincinnati, Ohio 45208 with auction.com for U.S. Bank National Association” [*Id.*].

Dwight Jones further testified that the sheriff sale resulting in U.S. Bank’s purchase of the Larkspur Property was void for violating the automatic stay in Ms. Jones’s 2017 bankruptcy case and/or violating the discharge she received in that case citing to Ms. Jones’s discharge order dated February 28, 2019 [*Id.*, Lodgment C].

## II. LEGAL ANALYSIS

Bankruptcy Code Section 1307(c) provides for dismissal of a Chapter 13 case “for cause.” 11 U.S.C. § 1307(c). Although not specifically enumerated as such in Section 1307(c), a debtor’s lack of good faith has been determined to be cause to dismiss a case. *See Marrama v. Citizens Bank of Mass.*, 549 U.S. 365, 373-75 (2007); *Alt v. United States (In re Alt)*, 305 F.3d 413, 418–

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<sup>5</sup> At the August 31, 2023 hearing, Ms. Jones’s Exhibits, Lodgment A – C attached to Docket Number 81, were admitted into evidence.

On August 28, 2023, a purported Subpoena for Rule 2004 Examination was filed with this Court by or on behalf of Ms. Jones [Docket Number 80]. The subpoena is directed to the “United States Bankruptcy Court for Southern District of Ohio” and seeks production of documents on August 16, 2023 at 1:00 pm, a date and time which precedes the issuance date of the subpoena. In addition to the untimeliness of the request and the fact that many of the documents requested either do not exist or do not exist in the records of this Court, it is also inappropriate for a party to attempt to compel discovery from the federal court adjudicating the party’s dispute.

19 (6th Cir. 2002) (noting there is abundant authority to support dismissing a Chapter 13 case that is not filed in good faith); *Cusano v. Klein (In re Cusano)*, 431 B.R. 726, 735 (B.A.P. 6th Cir. 2010).

The Supreme Court has not articulated what constitutes a lack of good faith warranting dismissal, although it has noted that such dismissals should be limited to “extraordinary cases.” *Marrama*, 549 U.S. at 375 n.11. While the guidance from the Supreme Court is limited, the Sixth Circuit has provided extensive guidance noting that, in determining whether a petition has been filed in bad faith, “[t]he key inquiry . . . is whether the debtor is seeking to abuse the bankruptcy process.” *Alt*, 305 F.3d at 419; *In re Grischkan*, 320 B.R. 654, 658 (Bankr. N.D. Ohio 2005). The movant seeking dismissal carries the burden of proving that the case was not filed in good faith. *Alt*, 305 F.3d at 420.

In making the determination of whether a Chapter 13 bankruptcy case was not filed in good faith or abuses the bankruptcy process, the Sixth Circuit approves of a “totality of the circumstances” test that include some of the same factors relevant in determining whether a Chapter 13 plan has been proposed in good faith. *Id.* at 419. Those factors include:

- (1) the debtor’s income;
- (2) the debtor’s living expenses;
- (3) the debtor’s attorney’s fees;
- (4) the expected duration of the Chapter 13 plan;
- (5) the sincerity with which the debtor has petitioned for relief under Chapter 13;
- (6) the debtor’s potential for future earning;
- (7) any special circumstances, such as unusually high medical expenses;
- (8) the frequency with which the debtor has sought relief before in bankruptcy;
- (9) the circumstances under which the debt was incurred;
- (10) the amount of payment offered by debtor as indicative of the debtor’s sincerity to repay the debt;
- (11) the burden which administration would place on the trustee;
- (12) the statutorily-mandated policy that bankruptcy provisions be construed liberally in favor of the debtor.

*Id.*

In addition to these, the Sixth Circuit cites factors recognized in other circuits to determine whether a debtor's Chapter 13 petition has been filed in good faith including:

the nature of the debt, including the question of whether the debt would be nondischargeable in a Chapter 7 proceeding; the timing of the petition; how the debt arose; the debtor's motive in filing the petition; how the debtor's actions affected creditors; the debtor's treatment of creditors both before and after the petition was filed; and whether the debtor has been forthcoming with the bankruptcy court and the creditors.

*Id.* (citing *In re Love*, 957 F.2d 1350, 1357 (7th Cir. 1992)); *Condon v. Brady (In re Condon)*, 358 B.R. 317, 325 (B.A.P. 6th Cir. 2007). Ultimately, good faith "is a fact-specific and flexible determination." *Alt*, 305 F.3d at 419; *see also Condon*, 358 B.R. at 325 (noting that the factors to determine good faith in filing the petition and good faith in proposing a plan overlap to some extent and that "both tests are designed to detect abuses of the provisions and spirit of chapter 13").

When particularly egregious facts are demonstrated, other sanctions may be imposed, including barring a debtor from future filings for a finite or indefinite period of time. *See* 11 U.S.C. § 105(a) and § 349(a); *Dietrich v. Nob-Hill Stadium Props.*, 2007 U.S. App. LEXIS 3591, at \*14-15, 2007 WL 579547, at \*5 (6th Cir. Feb. 15, 2007) (concluding that "the plain language of section 349(a) appears to allow a bankruptcy court to dismiss a bankruptcy petition with prejudice, permanently, if there is sufficient cause"); *Riddle v. Greenberger (In re Riddle)*, 2020 Bankr. LEXIS 1695, at \*29-32, 2020 WL 3498438, at \*11-12 (B.A.P. 6th Cir. June 29, 2020) (upholding dismissal of serial filer's case with a three-year bar to re-filing to prevent a debtor from continuing to file for an improper purpose and misuse the bankruptcy process); *In re Wilcoxon*, 2018 Bankr. LEXIS 3616, at \*7-8, 2018 WL 6016540, at \*3 (Bankr. N.D. Ohio Nov. 15, 2018) (barring re-filing for a period of five years based on the debtor's pattern of serial filings to frustrate creditors while ignoring his responsibilities to pay filing fees and complete credit counseling);

*Grischkan*, 320 B.R. at 659-61 (dismissing a case and barring debtor from re-filing for 180 days based on the debtor's bad faith in filing four bankruptcy cases in three years with the purpose to thwart a lender's legitimate attempts to foreclose on a house he and his wife continued to live in without making any attempts at repayment of the mortgage loan).

The circumstances presented in this case support a lack of good faith and abuse of the bankruptcy system. Ms. Jones has filed five Chapter 13 bankruptcy cases since 2012 when U.S. Bank's foreclosure proceedings began. Of her four prior case filings, only one has proceeded to a discharge following conversion to Chapter 7. The other three Chapter 13 cases were dismissed for various reasons, including one dismissal with a 180-day bar to re-filing upon a finding that Ms. Jones filed the bankruptcy petition with a lack of good faith. These multiple cases had the effect of hindering U.S. Bank's foreclosure proceedings while Ms. Jones and her husband continued to live at the Larkspur Property without payment of the mortgage.

In her current case, Ms. Jones filed a proposed Chapter 13 Plan of reorganization that also reflects a lack of good faith. Unlike Chapter 7 debtors, Chapter 13 debtors are permitted to keep non-exempt property but, in exchange, they must agree to a court-approved Chapter 13 Plan under which they pay creditors out of their future income. *Hamilton v. Lanning*, 560 U.S. 505, 508 (2010) (citing 11 U.S.C. §§ 1306, 1321, 1322(a)(1) and 1328(a)). Ms. Jones's most recently proposed Chapter 13 Plan does not meet this requirement. Although Ms. Jones proposed a \$27.00 monthly payment to creditors in an earlier version of her proposed plan [Docket Number 36, Para. 2.1], she deleted that payment amount in her most recently filed proposed plan and replaced it with the word "nonstandard" [Docket Number 71, Para. 2.1]. The term "nonstandard" has no relevant meaning in this context leading this Court to conclude that Ms. Jones lacks any sincere intent to use her plan to repay creditors from her future income to the best of her ability.

While lacking any provision to repay her creditors, Ms. Jones's most recently filed proposed plan does reference U.S. Bank. Prior to the current bankruptcy filing, U.S. Bank completed foreclosure proceedings and obtained ownership of the Larkspur Property through the sheriff sale and sheriff deed executed on September 21, 2018 transferring the Larkspur Property to U.S. Bank [Docket Number 74, Ex. A]. Instead of treating U.S. Bank as the owner of the Larkspur Property in her proposed plan, Ms. Jones names U.S. Bank as a mortgage creditor in Paragraph 5.1.1, a provision in which debtors name their mortgage creditors and provide the amount of the monthly mortgage payments to be paid to them. Rather than provide a monthly payment amount, however, Ms. Jones again writes the word "nonstandard." With the second use of this vague term to replace a monetary amount, this Court concludes that Ms. Jones's Chapter 13 Plan is not proposed in good faith.

At the August 31, 2023 hearing, Ms. Jones did not explain her plan provisions nor address plan confirmation requirements. Instead, she focused on disputing U.S. Bank's ownership of the Larkspur Property and set forth three arguments in her filings and evidence to support that she and her husband Dwight Jones own it. This Court finds Ms. Jones's arguments to lack legal merit and her evidence to be unpersuasive.

First, Ms. Jones argued that the foreclosure and sale of the Larkspur Property to U.S. Bank in 2018 was void because it violated the automatic stay that arose upon the filing of her 2017 bankruptcy case. The timeline of events in Ms. Jones's prior 2017 bankruptcy case proves the argument to be incorrect. In the prior case, U.S. Bank was granted in rem relief from the automatic stay and relief from the co-debtor stay with respect to Dwight Jones to allow U.S. Bank to proceed with its state court action against the Larkspur Property securing U.S. Bank's claim [Case Number 17-12798, Docket Number 37]. The relief was granted by order entered September 27, 2017.

Because U.S. Bank was granted this relief, the continuation of foreclosure proceedings against the Larkspur Property and the sheriff sale to U.S. Bank in 2018 did not violate the automatic stay.

Second, Ms. Jones argued that the discharge granted to her in the prior 2017 bankruptcy case should have eliminated U.S. Bank's lien against the Larkspur Property preventing U.S. Bank from completing the foreclosure and sale. This argument is likewise incorrect. Unlike unsecured debts, a lien "rides through" bankruptcy unaffected unless the lien is avoided. *In re Jackson*, 554 B.R. 156, 165 (B.A.P. 6th Cir. 2018) (holding that "[t]he discharge of personal obligations through a Chapter 7 discharge does not terminate a secured creditor's in rem rights unless the creditor's lien was avoided during the bankruptcy" and, consequently, unavoided liens continue post-discharge), *aff'd*, 2017 WL 8160941 (6th Cir. Oct. 18, 2017). While Ms. Jones did attempt to avoid U.S. Bank's lien by a motion filed in her 2017 bankruptcy case, that motion was denied [Case No. 17-12798, Docket Number 85]. Because U.S. Bank's lien was not avoided, it remained a valid lien even after her discharge and U.S. Bank could enforce its in rem lien rights through foreclosure and the sheriff sale of the Larkspur Property.

Finally, Ms. Jones called her husband Dwight Jones to testify that, following the foreclosure and sheriff sale, he purchased the Larkspur Property from U.S. Bank at auction in October of 2021. Dwight Jones's testimony and Ms. Jones exhibits submitted in support of the alleged sale to Dwight Jones are not credible.

Although testifying that he successfully bid on the Larkspur Property at auction and that U.S. Bank accepted the bid, the documents belie his testimony. No documentation of Dwight Jones's bid at auction, nor U.S. Bank's acceptance of a bid, was presented as evidence. Instead, Ms. Jones submitted documents purporting to be UCC Financing Statement Amendments that describe Dwight Jones as a secured party with respect to the Larkspur Property and not a purchaser

[Docket Number 81, Lodgment A]. Ms. Jones also submitted documents entitled “International Promissory Note Money Order(s)” signed by Dwight Jones containing promises to pay \$263,550.00 to various entities, including U.S. Bank, in exchange for the Larkspur Property [*Id.*]. These self-serving documents indicate no agreement by U.S. Bank to sell the Larkspur Property to Dwight Jones for this price. Furthermore, although Dwight Jones testified that “legal tender” was accepted by U.S. Bank and was not returned, the Joneses presented no documentary evidence that funds actually exchanged hands. Their evidence is wholly unconvincing and leads this Court to conclude that no sale of the Larkspur Property to Dwight Jones occurred in October of 2021.<sup>6</sup>

Ms. Jones’s multiple Chapter 13 bankruptcy case filings ultimately ending in dismissal or conversion as well as her filing of a proposed Chapter 13 Plan in her current case omitting any provision for repayment of creditors from her disposable income are indicia of Ms. Jones’s lack of good faith and sincere desire to repay her creditors to the best of her ability. Even more serious is Ms. Jones’s submission of misleading testimony and documentary evidence in an attempt to prove that her husband Dwight Jones purchased the Larkspur Property from U.S. Bank through an October of 2021 auction, a purchase that this Court concludes did not occur. The actions of Ms. Jones and her husband represent an egregious abuse of the bankruptcy system and call for additional sanctions beyond the mere dismissal of Ms. Jones’s bankruptcy case. Accordingly, this

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<sup>6</sup> Ms. Jones also submitted as evidence a Special /Limited Warranty Deed in which Federal Home Loan Mortgage Corporation conveys its right, title and interest in the Larkspur Property to Dwight E. Jones and Derryn N. Jones [Docket Number 81, Lodgment B]. To the extent Ms. Jones submitted this deed intending to demonstrate that the Joneses are the current owners of the Larkspur Property, the document is unpersuasive. The one page deed presented as evidence is missing a signature by the purported grantor as required by Ohio law. *See* Ohio Rev. Code § 5301.01(A). Furthermore, it contains a transfer date of December 16, 2005, long before the foreclosure proceedings, sheriff sale, and sheriff deed transferring the Larkspur Property to U.S. Bank in 2018.

Court will grant U.S. Bank's request to dismiss Ms. Jones's bankruptcy case and impose a bar prohibiting Ms. Jones from filing another bankruptcy case for a period of two years.

**III. CONCLUSION**

For the reasons stated herein, U.S. Bank's Motion to Dismiss [Docket Number 60] is GRANTED. Debtor Derryn Nicole Jones's bankruptcy case is dismissed with a two-year bar to her re-filing a bankruptcy petition. An order will be entered in conjunction with this opinion.

Distribution List:

Default List Plus

LeAnn Covey, Esq.