IT IS SO ORDERED.

Dated: September 16, 2025

Mina Nami Khorrami
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:	:	Case No. 24-52872
	:	Chapter 7
Bryce Hoehn,	:	Judge Mina Nami Khorrami
	:	
Debtor.	:	
	:	
Bryce Hoehn,	:	Adv. Pro No. 24-02057
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
US Dept of Education, *et al.*,	:	
	:	
Defendants.	:	
	:	

OPINION AND ORDER GRANTING U.S. DEPARTMENT OF EDUCATION'S MOTION FOR SUMMARY JUDGMENT (DOC. 17)

I. Introduction

Plaintiff, Bryce Hoehn ("Mr. Hoehn"), seeks a determination that his student loan debt owed to the United States of America, Department of Education ("Education")[1] is dischargeable as an undue hardship under 11 U.S.C. § 523(a)(8).[2] Education seeks summary judgment in its favor under Rule 56 of the Federal Rules of Civil Procedure (the "Civil Rules"), applicable here under Rule 7056 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").[3] Mr. Hoehn did not file any response to the Motion. For the reasons stated, the Motion is GRANTED.

II. Jurisdiction

The Court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended General Order 05-02 entered by the United States District Court for the Southern District of Ohio, referring all bankruptcy matters to this Court. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(I). Venue is proper in this Court pursuant to 28 U.S.C. § 1409.

III. Findings of Fact

Mr. Hoehn filed his chapter 7 bankruptcy petition on July 22, 2024, Case No. 24-52872 (the "Main Case") and obtained his discharge on November 13, 2024. Order of Discharge, Case. No. 24-52872, Dkt. No. 21.[4] He filed this adversary proceeding on August 12, 2024. Compl., Dkt. No. 1. Following a pretrial conference on May 14, 2025, where Education requested the opportunity to seek summary judgment prior to trial, the parties entered into an agreed order that allowed for the filing of stipulations by June 9, 2025, and summary judgment motions by July 7, 2025. Scheduling Order 2, Dkt. No. 14. The parties timely filed the *Stipulation of Facts* (Doc.

[1] The parties agree that Aidvantage and Mohela are servicing the educational loans owed by the Mr. Hoehn to Education. Stip. ¶ 1, Dkt. No. 16.
[2] Compl., Dkt. No. 1.
[3] *U.S. Department of Education's Motion for Summary Judgment* (the "Motion") (Doc. 17).
[4] The facts are based on the parties' stipulations and stipulated exhibits (the "Stipulation"). Stip., Dkt. No. 16. The Court also reviewed items appearing on the docket in the Main Case.

16) on June 9, 2025, and Education timely filed its Motion on July 7, 2025. But Mr. Hoehn did not file a response or object to Education's Motion.

Mr. Hoehn has 13 loans with Education, one of which is a postpetition loan. Stip. ¶ 3. The total loan balance of both prepetition and postpetition loans is $53,087.07. *Id.* ¶ 3. The total balance of the prepetition loans is $31,723.21. *Id*. ¶ 4. The parties agree these loans are "educational," subject to 11 U.S.C. 523(a)(8), and that they can be discharged only upon a showing of undue hardship. Stip. ¶ 2.

Prior to March 2025, Mr. Hoehn had been employed with an annual income of $28,392 and received tuition reimbursement from his employer. *Id*. ¶ 9. But he voluntarily resigned from his position in March 2025. *Id.* ¶ 10. Mr. Hoehn is not currently employed, has no income, and does not receive any tuition reimbursement. *Id.* He lives with a roommate and is responsible for half of these expenses: $1,100 per month for rent, $70 per month for pet rent, and $60 per month for cable and internet charges. *Id.* ¶ 11. Mr. Hoehn received his B.A. degree in April 2022. *Id.* ¶¶ 12. He is currently enrolled in graduate school and plans to graduate within the next two years. *Id.* ¶ 13. The parties admitted into evidence Mr. Hoehn's bank statements for the period of July 2024 through March of 2025, and credit card and Venmo statements for the period January through March 2025. *Id.* ¶¶ 14-17 and Ex. D-F. These exhibits indicate that Mr. Hoehn regularly dines out at restaurants and coffee shops. Mr. Hoehn's Capital One card statement for February 12, 2025, through March 14, 2025, the last month for which a statement was provided, shows over ninety charges at restaurants and coffee shops. Stip. ¶ 17 and Ex. E.

IV. Legal Analysis

A. Summary Judgment Standard

Federal Rule of Civil Procedure 56 governs a request for summary judgment and provides that "[t]he court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). The party requesting summary judgment bears the burden of establishing the absence of a genuine issue of material fact. *See Celotex Corp. v. Catrett*, 477 U.S. 317, 323, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986). The opposing party must then "come forward with specific facts showing that there is a genuine issue for trial." *Mounts v. Grand Trunk W. R.R.*, 198 F.3d 578, 580 (6th Cir. 2000) (citation omitted).

When considering a motion for summary judgment, "[t]he court must view the evidence in the light most favorable to the nonmoving party. However, the party opposing the summary judgment motion must do more than simply show that there is some metaphysical doubt as to the material facts." *Amini v. Oberlin Coll.*, 440 F.3d 350, 357 (6th Cir. 2006) (citations and internal quotation marks omitted). "[A] mere 'scintilla' of evidence in support of the non-moving party's position is insufficient to defeat summary judgment; rather, the non-moving party must present evidence upon which a reasonable jury could find in her favor." *Tingle v. Arbors at Hilliard*, 692 F.3d 523, 529 (6th Cir. 2012) (citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 251, 106 S. Ct. 2505, 91 L. Ed. 2d 202 (1986)).

When a summary judgment motion is unopposed, the Court has an "independent duty" to ensure that the Movant has discharged its initial summary judgment burden, and it cannot grant the motion just because it is unopposed. *Byrne v. CSX Transp., Inc.*, 541 F. App'x 672, 675 (6th Cir. 2013); *Carver v. Bunch*, 946 F.2d 451, 454-55 (6th Cir. 1991). But it should not engage in

advocacy for the non-responding party by searching for ways to defeat the motion. *Guarino v. Brookfield Twp. Trs.*, 980 F.2d 399, 406-07 (6th Cir. 1992).

Because the Motion is unopposed, this Court must determine whether Education satisfied its initial summary judgment burden. The movant's initial summary judgment burden depends on whether the moving party will have the burden of proof at trial. *Pineda v. Hamilton Cnty, Ohio*, 977 F.3d 483, 491 (6th Cir. 2020). The creditor has the burden of establishing that the debt exists and that it is an education loan subject to § 523(a)(8). *Rumer v. Am. Educ. Servs. (In re Rumer)*, 469 B.R. 553, 561 (Bankr. M.D. Pa. 2012); *Doyle v. Creeger (In re Creeger)*, 2016 Bankr. LEXIS 2076, at *10 (Bankr. N.D. Ohio May 20, 2016). The parties here stipulated that the debt exists and that it is an education loan that can only be discharged if it is an undue hardship under § 523(a)(8). Stip. ¶¶ 1-4.

Where (as here) the moving party will not have the burden of proof at trial, its initial summary judgment burden "may be discharged by 'showing'—that is, pointing out to the district court—that there is an absence of evidence to support the nonmoving party's case." *Celotex,* 477 U.S. at 325; *Pineda*, 977 F.3d at 491. In other words, to meet this initial burden, the moving party may submit evidence, "or may merely rely upon the failure of the nonmoving party to produce any evidence which would create a genuine dispute for the jury." *Cox v. Ky. Dept. of Transp.*, 53 F.3d 146, 149 (6th Cir. 1995) (citation omitted).[5]

This means that, "in practice, a movant need only assert the lack of any genuine disputes of material fact in the record." *Hall v. Navarre*, 118 F.4th 749, 756 (6th Cir. 2024) (citations

[5] In contrast, if the moving party seeks summary judgment on an issue where it will bear the burden of proof at trial, the initial summary judgment burden is significantly higher – in that situation, it "must show that the record contains evidence satisfying the burden of persuasion and that the evidence is so powerful that no reasonable jury would be free to disbelieve it." *Trs. of the Iron Workers Defined Contribution Pension Fund v. Next Century Rebar, LLC*, 115 F.4th 480, 489 (6th Cir. 2024) (quoting *Cockrel v. Shelby Cnty. Sch. Dist.*, 270 F.3d 1036, 1056 (6th Cir. 2001)).

omitted). Because the moving party need do no more than assert that the opposing party will not be able to satisfy its burden of proof at trial, the Sixth Circuit has described the initial summary judgment burden on a party who will not have the burden of proof at trial as "light," and it has even suggested that "[t]he *Celotex* burden typically amounts to 'little more than a formality.'" *Id.* (quoting EDWARD BRUNET, ET AL., SUMMARY JUDGMENT: FEDERAL LAW & PRACTICE § 5:6 (2023 Ed., Dec. 2023 Update)). Once that initial summary judgment burden is satisfied, the burden shifts to the nonmoving party to bring forward specific evidence that shows a genuine dispute of material fact for trial. *George v. Youngstown State Univ.*, 966 F.3d 446, 458 (6th Cir. 2020).

Mr. Hoehn will have the burden to prove at trial, by a preponderance of the evidence, his position on the only disputed issue in this case: whether the student loan debt presents an undue hardship. *Barrett v. Educ. Credit Mgmt. Corp. (In re Barrett)*, 487 F.3d 353, 358-59 (6th Cir. 2007); *see also United States v. Storey*, 640 F.3d 739, 746 (6th Cir. 2011) ("[T]here is a presumption that student loan debts are non-dischargeable and therefore the burden of establishing a discharge of student loans is on the debtor, by a preponderance of the evidence." (citing *Barrett*, 487 F.3d at 358-59)).

B. The *Brunner* Test

When it adopted § 523(a)(8), Congress was concerned about recent graduates (who are about to enjoy the increased earning capacity those degrees typically bring) who seek to discharge the student loans that made the increased earning capacity possible. *Andrews Univ. v. Merchant (In re Merchant)*, 958 F.2d 738, 740 (6th Cir. 1992); *Caznovia Coll. v. Renshaw (In re Renshaw)*, 222 F.3d 82, 86-87 (2nd Cir. 2000). The stipulated facts show that Mr. Hoehn is a recent graduate who earned his degree just three years ago and is currently pursuing a graduate degree. Stip. ¶¶ 12-13. He therefore is in the category of persons who Congress was concerned about when it adopted

§ 523(a)(8). As one court put it, "[c]onsistent, therefore, with the policy underlying § 523(a)(8), a debtor with mostly student-loan debt, who seeks bankruptcy relief shortly after graduating, needs to offer a very good reason as to the absolute necessity of discharging the educational debt." *Malone v. Higher Educ. Stud. Assist. (In re Malone)*, 469 B.R. 768, 777 (Bankr. N.D. Ohio 2012).

Mr. Hoehn's student loan debts were incurred both prepetition and postpetition. Stip. ¶¶ 3-4. The discharge only applies to prepetition debts, and therefore postpetition student loans are not discharged, even if they impose an undue burden. *Hayward v. United States Dep't of Educ. (In re Hayward)*, 655 B.R. 458, 462-63 (Bankr. W.D. Tex. 2023) (holding that postpetition student loans were not discharged). Accordingly, the Court will only consider the dischargeability of the prepetition student loans of Mr. Hoehn.

The discharge of student loans is limited to situations in which the repayment will impose an "undue hardship" on the debtor. 11 U.S.C. § 523(a)(8); *see Barrett*, 487 F.3d at 358. The Bankruptcy Code does not define undue hardship. But the Sixth Circuit instructs courts to evaluate the undue hardship inquiry under the *Brunner* test. *Oyler v. Educ. Credit Mgmt. Corp.*, 397 F.3d 382, 385 (6th Cir. 2005) (citing *Brunner v. New York State Higher Educ. Serv. Corp.*, 831 F.2d 395 (2nd Cir. 1987)). The *Brunner* test consists of three elements – (1) that the debtor cannot presently maintain even a minimal standard of living, (2) that the debtor faces additional circumstances that are beyond the debtor's reasonable control demonstrating a "certainty of hopelessness" over the expected repayment period of the loans, and (3) that the debtor has acted in good faith by attempting to minimize expenses and maximize income. *Oyler*, 397 F.3d at 386. The standard established by the Sixth Circuit is a high bar to meet. It requires special circumstances that demonstrate continued inability to repay the student loans.

The first *Brunner* element looks at the debtor's present situation and asks whether the debtor has income that is minimally necessary to ensure that basic needs (shelter, basic utilities, food and personal hygiene, transportation, healthcare, and some modest form of recreation or entertainment) of the debtor and any dependents are met. *Nixon v. Key Educ. Res. (In re Nixon)*, 453 B.R. 311, 326-27 (Bankr. S.D. Ohio 2011). The debtor is expected to do some belt-tightening and forego amenities that may have been enjoyed prepetition, and he/she must maximize income and minimize expenses. Evidence that a debtor spends hundreds of dollars on nonessential items per month warrants summary judgment against the debtor on this element. *Murrell v. Edsouth (In re Murrell)*, 605 B.R. 464, 472 (Bankr. N.D. Ohio 2019). In applying this first factor, courts review the debtor's budget, income, and expenses to determine whether repayment of the student loan obligation would prevent the debtor from maintaining this minimal standard. *Nixon*, 453 B.R. at 328-29; *Murell*, 605 B.R. at 471-72.

The second *Brunner* element looks farther into the future. *Oyler*, 397 F.3d at 386. The debtor must show that there are additional circumstances beyond the debtor's reasonable control which indicate that financial difficulties are likely to continue for a majority of the repayment period. These circumstances must be "indicative of 'a certainty of hopelessness, not merely a present inability to fulfill financial commitment.'" *Id.* (quoting *In re Roberson*, 999 F.2d 1132, 1136 (7th Cir. 1993)). Factors supporting this element include "illness, disability, a lack of useable job skills, or the existence of a large number of dependents." *Id*. (citations omitted). But the most important aspect of this element is that the additional circumstances are outside of the debtor's reasonable control. *Barrett*, 487 F.3d at 359.

The third factor simply asks whether the debtor is seeking to discharge student loan debt in good faith. "Courts consider a number of factors to determine good faith, including the debtor's

repayment history and her efforts to obtain employment, maximize income, minimize expenses, and participate in alternative repayment programs, though no single factor is dispositive." *Trudel v. United States Dept. of Educ. (In re Trudel)*, 514 B.R. 219, 228–29 (B.A.P. 6th Cir. 2014) (citations omitted).

Here, Mr. Hoehn cannot satisfy any of these elements since the record is devoid of any evidence on these elements. He has not provided a budget that shows his current income and expenses (other than rent, pet rent, cable, and internet). Mr. Hoehn failed to produce any evidence showing additional circumstances that demonstrate continued inability to repay the student loans in the future. There is no evidence reflecting why Mr. Hoehn voluntarily resigned from his job, what his field of work is, or how he can pay his monthly expenses not having a job. The lack of pertinent information makes it difficult for the Court to evaluate Mr. Hoehn's current financial situation.

Mr. Hoehn recently obtained his undergraduate degree and is attending graduate school. There is no record of the graduate program that he is pursuing and whether the graduate degree would enable him to earn an income that would allow him to repay his student loans. Not knowing what his graduate degree will consist of or what his employment and income prospects will be, it is difficult to determine a continued inability to repay the student loan that would persist in the future. Further, without a current budget, the Court cannot find that he satisfies the good faith element.

The stipulated evidence relied upon by Education shows that Mr. Hoehn regularly dines out at restaurants and coffee shops, often multiple times a day. Stip. Ex. E.[6] He voluntarily resigned from his job in March of 2025, which paid him an annual salary of $28,392 plus tuition

[6] For the period February 12, 2025, to March 14, 2025, the last month for which a statement was provided, the Debtor's Capital One statement shows over ninety separate transactions at restaurants and coffee shops. Stip. ¶ 17 and Ex. E.

reimbursement. Stip. ¶¶ 9-10. He earned his undergraduate degree in 2022, is in graduate school, and expects to earn a graduate degree within the next two years. Stip. ¶¶ 12-13. The fact that Mr. Hoehn voluntarily resigned from his job which provided an income and reimbursement of his school tuition makes it even more difficult to find that additional circumstances beyond his reasonable control indicate a certainty of hopelessness as to repayment of the debt. Stip. ¶¶ 9-10. Mr. Hoehn has not met his burden of proof.

V. Conclusion

The summary judgment record as it currently stands would not permit a finding for Mr. Hoehn. The summary judgment burden thus shifted to Mr. Hoehn to come forward with evidence creating a genuine dispute of material fact for trial, and his failure to respond means that he did not carry that burden. The undisputed facts entitle Education to judgment as a matter of law, and the Motion is therefore GRANTED. Pursuant to LBR 9072-1, counsel for Education is directed to submit a proposed final judgment entry in accordance with this Order within seven days.[7]

IT IS SO ORDERED.

Copies to:

Joseph McCandlish, counsel for Defendant United States of America, Department of Education
Bryce Hoehn, *pro se* Plaintiff, 60 North Lancaster Street, Athens, Ohio 45701
Ulyana Bekker, Assistant General Counsel to Defendant Mohela, 633 Spirit Drive, Chesterfield, MO 63005

[7] The parties stipulated that Defendant Mohela is only a servicer of Mr. Hoehn's student loans held by Education. Stip. ¶ 1. Any claim against Mohela is therefore derivative of the claim against Education, and the Court's decision in favor of Education thus applies to both defendants.