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IT IS SO ORDERED.

Dated: March 6, 2026




Tyson A. Crist
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

In re: :
 :
 Kristin N. Winans, : Case No. 25-30325
 : Chapter 13
 : Judge Crist
 Debtor. :
 :

**MEMORANDUM OPINION AND ORDER GRANTING MOTION OF CREDITOR
CLOVER CIRCLE OHIO, LLC FOR EXTENSION OF TIME ONLY TO OBJECT TO
DISCHARGEABILITY OF DEBT (DOC. 31)**

I. Introduction

This Memorandum Opinion and Order concerns unsecured creditor Clover Circle Ohio, LLC’s (“Clover Circle”) *Motion for Extension of Time to Object to Dischargeability of Debt and Discharge* (the “Motion to Extend Time”) (Doc. 31). The Motion to Extend Time purports to seek an extension of the deadline in the above-captioned Chapter 13 case of Kristin N. Winans (the “Debtor”) to object to dischargeability of debt and to discharge. (Doc. 31.) The Motion to Extend Time is hereby granted with respect to objecting to the dischargeability of debt, given that the motion was properly noticed and served, and was unopposed by the Debtor, and given that Clover Circle filed its *Complaint to Determine Dischargeability of Debt* (Adv. Pro. No. 25-03031 (the “Adversary,” Doc. 1) (the “Dischargeability Complaint”) on August 14, 2025, within the extended period requested. However, the Motion to Extend Time is denied insofar as it might have sought

an extension of time to object to the discharge of all of the Debtor's debts, for which Clover Circle has not timely filed a motion objecting to discharge, and there does not appear to be any basis to do so, either. The grant of this Motion to Extend Time will likewise resolve the Debtor's motion to dismiss the Dischargeability Complaint, which the Court will address in a separate order entered in the Adversary contemporaneously with this Order.

II. Jurisdiction

This Court has jurisdiction over the Motion to Extend Time filed by Clover Circle pursuant to 28 U.S.C. § 1334(b) and Amended General Order 05-02 (Amended Standing Order of Reference) of the United States District Court for the Southern District of Ohio, entered pursuant to 28 U.S.C. § 157(a) on September 16, 2016. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (I) and (O), and this Court has the constitutional authority to enter a final order.

III. Background

A. Debtor's Chapter 13 Case and Claims of Clover Circle Ohio, LLC

Debtor filed her Voluntary Petition (Doc. 1) (the "Petition") under chapter 13 of title 11 of the United States Code (the "Bankruptcy Code") on February 28, 2025. She did not file any Schedules or her Statement of Financial Affairs with the Petition, but she did list Clover Circle Ohio, LLC, c/o Madison & Rosan, LLP, 39 E. Whittier Street, Columbus, OH 43206 on the creditor matrix. *See* Petition at 14. After the *Notice of Chapter 13 Bankruptcy Case* (Doc. 8) was issued on March 4, 2025, Debtor filed her Schedules A-J and Statement of Financial Affairs (Doc. 11) on March 14, 2025. Therein, Debtor listed a civil action filed within one (1) year prior to filing this bankruptcy, identified as *Clover Circle Ohio, LLC vs. Kristin Winans*, 2024 CV 00892 (Montgomery Cnty. Common Pleas), which remained pending. Statement of Fin. Affairs (Doc. 10) at 3, Part 4, item 9. Debtor also listed a connection to Clover Circle Ohio, LLC, a real estate business, from January 2021 – June 2023. *Id.* at 6, Part 11, item 27. Debtor also identified a contingent or unliquidated counterclaim against Clover Circle "for conversion of unpaid commissions, declaratory judgment pursuant to ORC 2721.03, breach of fiduciary duty, breach of operating agreement, fraud – See Montgomery County Common Pleas Case No. 2024 CV 00892." Schedule A/B (Doc. 10) at 5-6. And, finally, Debtor listed Clover Circle Ohio, LLC as holding a contingent, unliquidated, and disputed "claim against Debtor for various claims, including Breach

of Contract; subject to Debtor’s counterclaim disclosed on Schedule B” in an unknown amount. Schedule E/F (Doc. 10) at 2, item 4.3.

B. Motion to Extend Time and Notices

On June 16, 2025, Clover Circle Ohio, LLC, by and through its counsel, filed the Motion to Extend Time (Doc. 31). That same day, the Creditor separately filed its *Notice of Motion of Creditor Circle Ohio, LLC for Extension of Time to Object to Dischargeability of Debt and Discharge* (the “Notice”) (Doc. 30). The Notice, however, which is required by Local Bankruptcy Rule (“LBR”) 9013-1(a)(1)(C), had an incorrect 14-day response period, stating the deadline for responses was June 30, 2025,¹ instead of the required twenty-one (21) day notice. *Id.* Four days later, on June 20, 2025, a second *Notice of Motion of Creditor Circle Ohio, LLC for Extension of Time to Object to Dischargeability of Debt and Discharge* (the “Second Notice”) (Doc. 32) was filed, setting a 21-day response period purportedly ending on July 11, 2025, though it actually ended on July 14, 2025 for service by first-class mail² to the Debtor, which is 21 days after service plus 3 days for mail service. *See* Fed. R. Bankr. P. 9006(f) (adding 3 days “after the period would otherwise expire under (a)” when “service is made by mail”). The Second Notice (Doc. 32) substantially complied with the sample notice provided in LBR 9013-1(a)(2).

Each of the Motion to Extend Time, the Notice, and the Second Notice was served upon the Debtor by first-class U.S. mail, pursuant to Bankruptcy Rules 7004(b)(9) and 9013(b), and LBR 9013-3(b) and (d).³

¹ In addition to the stated deadline being one (1) week too short, it also did not include the extra three (3) days required by Rule 9006(f) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) when service is made by mail. *See also* Fed. R. Bankr. P. 9001(b)(8) (defining the word “mail” to mean “first-class mail, postage prepaid.”). Pursuant to LBR 9013-3(d) and 7004-1(b) and (c), and ECF Administrative Procedure 2(e), service by the ECF system is not authorized for initiating motions, such that that they must be served upon attorneys for debtors, debtors, attorneys who previously filed a notice of appearance, and other parties-in-interest pursuant to Bankruptcy Rule 7004, typically by first-class mail, postage prepaid. As a result, the time period to respond typically includes three (3) more days pursuant to Bankruptcy Rule 9006(f).

² *See supra* note 1.

³ Technically, service by first-class mail should also be made to the attorney for the Debtor, pursuant to Bankruptcy Rule 7004(g); however, it is common practice that this is not enforced for motions initiating contested matters in the main bankruptcy case, although it is enforced for service in adversary proceedings.

In the Motion to Extend Time, Clover Circle requested an extension of the Deadline (as defined therein⁴) “by which Clover Circle is permitted to file an objection to the discharge[e]ability of debt under Section 523 of the Bankruptcy Code” by sixty (60) days, from June 16, 2025, to August 15, 2025. Mot. to Ext. Time at 2, ¶ 8. The only Bankruptcy Rule cited within the Motion to Extend Time is 4007(c), and the only provision of the Bankruptcy Code cited is 11 U.S.C. § 523. *Id.* at 1, ¶¶ 3, 6. In other words, neither Bankruptcy Rule 4004(b) nor 11 U.S.C. § 1328(f), regarding a motion to object to discharge, was mentioned in the Motion to Extend Time. Further, Clover Circle focuses on an unsecured debt it was pursuing “in Case No. 2024 CV 892 in the Montgomery County Court of Common Pleas” that it stated had not yet been adjudicated “due to the automatic stay in this case.” *Id.* at 1, ¶ 4. And Clover Circle asserts “that the Claim is likely nondischargeable under 11 U.S.C. § 523.” *Id.* at 1, ¶ 6. There are a couple of places in the body of the Motion to Extend Time, and in the caption, that contain language suggesting that Clover Circle might have also been seeking to extend a deadline to object to Debtor’s discharge, but again neither 11 U.S.C. § 1328 nor Bankruptcy Rule 4004 were referenced in the Motion to Extend Time, and it appears this may simply have been a mixing of terminology. For example, there is a reference to “the filing of a complaint objecting to the discharge of the Debtor[,]” but in a chapter 13 case Bankruptcy Rule 4004(a)(3) provides that an objection “to a discharge under § 1328(f)” is pursued by a motion filed in the main case. Moreover, 11 U.S.C. § 1328(f) would not apply to Debtor’s chapter 13 case, as further discussed in the analysis below.

C. Dischargeability Complaint

On August 14, 2025, Clover Circle, as Plaintiff, filed its Dischargeability Complaint (Doc. 1) against the Debtor, as Defendant, initiating the Adversary. Therein, Clover Circle asserted claims for relief under 11 U.S.C. § 523(a)(4) and (a)(6)⁵, to except Debtor’s obligation to Clover Circle from discharge.

⁴ The Motion to Extend Time defined the “Deadline” as meaning “[t]he last date for the filing of a complaint objecting to the discharge of the Debtor[;]” however, the very next sentence stated that “[t]his motion is filed on or before the Deadline, complying with Rule 4007(c).”

⁵ The extension of time to pursue an action under § 523(a)(6) may be of little moment. Debts that could be determined non-dischargeable under § 523(a)(6) in Chapter 7 are typically subject to the so-called super-discharge in Chapter 13, absent a Chapter 13 debtor seeking a hardship discharge, as discussed below. 11 U.S.C. § 1328(a)(2). Congress, as part of making the Chapter 13 discharge somewhat less “super” under the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (“BAPCPA”), enacted a more limited provision that excepts from the standard

D. Motion to Dismiss and Memorandum Contra

On October 16, 2025, the Debtor, as Defendant, filed her *Defendant's Motion to Dismiss and Notice* (Doc. 10) (the "Motion to Dismiss") in which she asserted that the Court must dismiss the Dischargeability Complaint because it was filed "without an order granting extension of time" and therefore was not timely filed.⁶ Mot. to Dismiss at 2. Debtor also, belatedly (given that she had not timely responded to the Motion to Extend Time in the main case), argued that the Motion to Extend Time should be denied because no "hearing [has] been held as required by Fed. R. Bankr. P. 4004(b)" and because Clover Circle did not ask any questions at the meeting of creditors and did not request to take a Bankruptcy Rule 2004 examination of the Debtor; in other words, because it was "a last-minute extension of time to file objections to discharge without doing any discovery by way of document request or 2004 exam." Mot. to Dismiss at 2 (citing *Huntington Nat'l Bank v. Lewis (In re Lewis)*, 224 B.R. 619 (Bankr. S.D. Ohio 1997) and *In re Vinson*, 509 B.R. 128 (Bankr. S.D. Ohio 2013)).⁷ And absent an extension of time, Debtor argues the Dischargeability Complaint should be dismissed.

On October 30, 2025, Clover Circle filed its *Memorandum Contra to Defendant Kristin Winans Motion to Dismiss* (Doc. 11) (the "Memorandum Contra") in the Adversary. Therein, Clover Circle argued that "[s]ince Plaintiff's claims are brought under § 523(a)(4) and (6), the

Chapter 13 discharge debts "for restitution, or damages, awarded in a civil action against the debtor as a result of willful or malicious injury by the debtor that caused *personal injury to an individual or the death of an individual*." 11 U.S.C. § 1328(a)(4) (emphasis added). But both the listing of Clover Circle's claim by the Debtor in her Schedules and SOFA, as well as the Dischargeability Complaint, indicate that § 1328(a)(4) is not applicable. *See, e.g., MarketGraphics Rsch. Grp., Inc. v. Berge (In re Berge)*, 953 F.3d 907, 914-15 (6th Cir. 2020) (describing the difference in the language of §§ 523(a)(6) and 1328(a)(4)); *Jennings v. Bodrick (In re Bodrick)*, 509 B.R. 843, 858-59 (Bankr. S.D. Ohio 2014) (similar) (Buchanan, J.).

⁶ As will be addressed in a separate order entered in the Adversary, Debtor argues that the Dischargeability Complaint is untimely because the Court had not yet ruled on the Motion to Extend Time. *See* Mot. to Dismiss (Doc. 10), Adv. Pro. No. 25-03031 at 2. But this Memorandum Opinion and Order moots that argument. Debtor's other argument is that the Motion to Extend Time should be denied, but Debtor did not timely oppose the Motion to Extend Time such that under LBR 9013-1(d), as well as Bankruptcy Rule 9001(a) and the rules of construction set forth in 11 U.S.C. § 102, which apply to the Bankruptcy Rules, no hearing was required to be held as further analyzed herein.

⁷ Notably, both *Lewis* and *Vinson* involved Chapter 7 cases and are distinguishable from this case. In *Lewis*, the debtor opposed the motion for extension of time to file a nondischargeability complaint, "[t]he Huntington National Bank did not appear at the hearing" and "the Debtor's attorney was present for the hearing." 224 B.R. at 620. Moreover, in that case the creditor merely asserted that it was "engaged in negotiations" with the debtor and needed "more time to conclude their discussions" which the debtor disputed. *Id.* at 621. In *Vinson*, the Chapter 7 debtor also opposed the extension of time sought and the only basis asserted by CFBank was that "Debtors' testimony at the § 341 Meeting of Creditors raised questions whether Debtors properly scheduled their assets, and thus engendered concerns about their entitlement to a discharge." 509 B.R. at 130.

complaint is timely regardless of any other deadline purported by Defendant.” Memo. Contra at 2, § I. Although bleeding into analysis, the Court will quickly comment here that this is incorrect. Bankruptcy Rule 4007(c) sets the applicable deadline to file “a complaint to determine whether a debt is dischargeable under § 523(c)” because § 523(c)(1) provides that a debtor “shall be discharged from a debt of a kind specified in paragraph (2), (4), or (6) of subsection (a) of this section, unless, on request of the creditor to whom such debt is owed, and after notice and a hearing, the court determines such debt to be excepted from discharge” Thus, the deadline to file a complaint under § 523(c) is the deadline to file claims under § 523(a)(2), (a)(4), and (a)(6), and therefore the Motion to Extend Time was necessary in this situation.

Substantively, Clover Circle argued in its Memo Contra that Debtor is not prejudiced by the extension of time given that she failed to timely respond to the Motion to Extend Time; the Dischargeability Complaint should be determined on its merits and the case law cited by Debtor in its Motion to Dismiss does not apply; and because discovery had been exchanged in the state court litigation before this chapter 13 case was filed “Plaintiff’s grounds for exception are apparent and well within Defendant’s knowledge, making preliminary discovery or 2004 exam unnecessary.” Memo Contra at 3, § III.

IV. Analysis

A. **Deadline at Issue – Bankruptcy Rule 4007(c) – Failure of Debtor to Respond, and Basis to Extend the Time**

Pursuant to Bankruptcy Rule 4007(c), the original time to file a complaint under 11 U.S.C. § 523(c) to determine whether a debt is dischargeable was “60 days after the first date set for the § 341(a) meeting of creditors.” Fed. R. Bankr. P. 4007(c). As the meeting of creditors was originally scheduled for (and ultimately held on⁸) April 15, 2025 (*see* Notice of Chp. 13 Bankruptcy Case (Doc. 8) at 2, ¶ 7), 60 days from that date was Saturday, June 14, 2025; however, pursuant to Bankruptcy Rule 9006(a)(1)(C), the period to file a complaint continued to run until Monday June 16, 2025, as Debtor concedes⁹ and as was stated in the *Notice of Chapter 13*

⁸ *See* Docket for Case No. 25-30325, Apr. 15, 2025 (“Meeting of Creditors Held (Jansing, John)”).

⁹ Debtor, in her Motion to Dismiss filed in the Adversary, agrees that Clover Circle timely filed the Motion for Extension of Time by the deadline of June 16, 2025. *See* Mot. to Dismiss (Doc. 10), Adv. Pro. No. 25-03031 at 2

Bankruptcy Case (Doc. 8) (the “Notice of Bankruptcy”) issued on March 4, 2025. Therefore, the Motion to Extend Time was timely filed in compliance with Bankruptcy Rule 4007(c), “before the time expires,” which therefore permits this Court “after notice and a hearing and for cause” to “extend the time to file.” Fed. R. Bankr. P. 4007(c).

Even though the Motion to Extend Time was timely filed and appropriately served, Debtor did not ever file a response memorandum in the main case, timely or not, as required by LBR 9013-1(b) (stating that “a response memorandum must be filed if the relief sought by a motion . . . is opposed.”), such that the Court may grant the Motion to Extend Time without a hearing. In this situation, LBR 9013-1(d) provides that “cause” may exist for the Court “to grant the motion . . . as filed without further notice to the extent such action would not conflict with any Rule or Federal Rule of Civil Procedure.” There is no conflict, as further discussed below. In fact, the rules of construction section of the Bankruptcy Code, 11 U.S.C. § 102, which is specifically made applicable to the Bankruptcy Rules such as 4007(c), through Bankruptcy Rule 9001(a), provides as follows:

In this title—

(1) “after notice and a hearing”, or a similar phrase—

(A) means after such notice as is appropriate in the particular circumstances, and such opportunity for a hearing as is appropriate in the particular circumstances; but

(B) authorizes an *act without an actual hearing* if such notice is given properly and if—

(ii) such a hearing is not requested timely by a party in interest

11 U.S.C. § 102(1). And, as noted above, presuming a timely motion is filed, Bankruptcy Rule 4007(c) permits this Court to extend the time to file a complaint to determine whether a debt is dischargeable “after notice and hearing and for cause[.]” Fed. R. Bankr. P. 4007(c). Thus, when Debtor did not timely respond to the Motion to Extend, the Court was authorized to grant the Motion to Extend without a hearing, consistent with LBR 9013-1(d). However, Clover Circle’s counsel did not upload a proposed order until October 17, 2025, which appears to have been

(stating, in part, “Plaintiff timely filed a Motion for Extension of Time to Object to Dischargeability of Debt and Discharge (‘Motion’) on June 16, 2025”).

prompted by Debtor filing the Motion to Dismiss in the Adversary the day before, on October 16, 2025, as further discussed below.

B. Inapplicability of Bankruptcy Rule 4004(b)

With respect to the issue of which deadline Clover Circle sought to extend, as noted above, there was no mention in the Motion to Extend Time of either Bankruptcy Rule 4004 nor 11 U.S.C. § 1328(f), and Clover Circle did not file a motion to object to the Debtor’s chapter 13 discharge by the extended deadline sought, August 15, 2025 (or since then). Accordingly, to the extent that Clover Circle ever contemplated moving to extend the deadline under Bankruptcy Rule 4004(b)(1) to file such a motion under Bankruptcy Rule 4004(a)(3), as suggested by the caption to the Motion to Extend Time, they can be deemed to have waived that request by not stating that argument or a basis for that request within the body of the Motion to Extend Time. *See Grange Ins. Co. v. US Framing Inc.*, No. 3:22-CV-167-CHB, 2023 U.S. Dist. LEXIS 54974, 2023 WL 2731045, at *6 (W.D. Ky. Mar. 30, 2023) (citing *Slater v. Potter*, 28 F. App’x 512, 513 (6th Cir. 2002) (finding undeveloped arguments “are deemed waived”)). Moreover, given that the docket in this case reflects that Debtor has not previously filed any bankruptcies, neither of the factual bases for denying a discharge of all debts in a Chapter 13 case, as recited in § 1328(f)(1) or (f)(2), exist in this case.¹⁰ Further, in the Memorandum Contra to Motion to Dismiss that Clover Circle filed on October 30, 2025 in the Adversary, Clover Circle focused solely on Bankruptcy Rule 4007(b) and its claims asserted in the Dischargeability Complaint based on 11 U.S.C. § 523(a)(4) and (a)(6). Accordingly, the Court need not address any extension of the time to object to the discharge of all debts pursuant to Bankruptcy Rule 4004(a)(3) and (b).

Although the foregoing more than sufficiently establishes that only the deadline to file a complaint objecting to dischargeability of debt is presently at issue, it is also worth noting that the *Notice of Chapter 13 Bankruptcy Case* (Doc. 8) (the “Notice of Bankruptcy”) issued on March 4, 2025, which was mailed to Clover Circle’s counsel (*see* Certificate of Notice (Doc. 9) at 3) put Clover Circle on notice, albeit through their counsel (though counsel to active litigation) that there was a June 16, 2025 deadline “to file a complaint to challenge dischargeability of certain debts[.]”

¹⁰ In this same vein, Debtor’s belated assertion, in her Motion to Dismiss, that the Motion to Extend Time should be denied, in part, because “a hearing [has not] been held as required by Fed. R. Bankr. P. 4004(b)[.]” is of no moment to this analysis.

Notice of Bankr. at 2, § 8.¹¹ Under that section heading of “**Deadlines**[.]” the Notice of Bankruptcy advised as follows:

You must file:

- a motion if you assert that the debtors are not entitled to receive a discharge under [sic] U.S.C. § 1328(f) or
- a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4).^[12]

Accordingly, Clover Circle was on notice that there was a deadline, as applicable, to object to the discharge of all debts pursuant to 11 U.S.C. § 1328(f),¹³ as well as a deadline to object to the dischargeability of a debt pursuant to § 523(a)(2) and (a)(4). And Clover Circle only filed the Dischargeability Complaint objecting to the discharge of a debt.

C. Failure to Timely Submit a Proposed Order

Although the Debtor failed to respond to the Motion to Extend Time by the deadline of July 14, 2025, established by LBR 9013-1(b), Clover Circle did not timely submit a proposed order, which was due by July 21, 2025, pursuant to LBR 9072-1(e). Under Rule 9072-1(e), titled “Submission of Proposed Order When No Response is Filed to Motion[.]” an order was required to be submitted to the court “granting the relief requested” within seven (7) days of the “expiration of the applicable time period[.]” But the proposed order was not uploaded until October 17, 2025. In addition, that proposed order did not include “a 4” top margin on the first page to accommodate the judge’s electronic signature[.]” as required by LBR 9072-1(c), and a second order was uploaded later that same day.

¹¹ To the uninitiated, the term “complaint” as used in this part of the Notice of Bankruptcy can be misleading as it is contradicted by the bullet point below advising that a party in interest would need to file a motion to object to the discharge of all debts under 11 U.S.C. § 1328(f).

¹² The reason that § 523(a)(6) is not identified here is that, as further analyzed below, in a chapter 13 case debts of the kind specified in § 523(a)(6) are not excepted from discharge; whereas debts of the kind specified in § 523(a)(2) and (a)(4) can be excepted from discharge. *See* 11 U.S.C. § 1328(a)(2) (excepting from discharge debt “of the kind specified in . . . paragraph . . . (2) . . . [or] (4) . . . of section 523(a).”).

¹³ The other basis to object to a discharge of all debts in a chapter 13 case does not arise unless the debtor seeks to obtain a discharge prior to completion of payments under the plan pursuant to 11 U.S.C. § 1328(b), referred to as a “hardship discharge.” In that event, § 1328(c) provides that debts “of a kind specified in section 523(a) of this title” may be excepted from discharge, which is a categorical exception of all sub-parts of § 523(a), not the more limited exceptions set forth in § 1328(a)(2). In conjunction, Bankruptcy Rule 4007(d), which is titled “Chapter 13—Time to File a Complaint Under § 523(a)(6); Notice of Time; Extension[.]” and is not applicable to the present circumstance, provides that “[w]hen a debtor files a motion for discharge under § 1328(b), the court must set a time to file a complaint under § 523(a)(6) to determine whether the debt is dischargeable.” Fed. R. Bankr. P. 4007(d).

It appears that the belated uploading of the proposed order granting the Motion to Extend Time was prompted by the Motion to Dismiss the Dischargeability Complaint, which was filed by Debtor on October 16, 2025. The very next day the proposed order to grant the Motion to Extend Time was uploaded.

With respect to the belated uploading of the proposed order, the question is whether this delay should result in the denial of the Motion to Extend Time for Clover Circle's failure to comply with LBR 9072-1(e). Although the Court expects counsel to submit orders promptly in accordance with LBR 9072-1(e), the general policy of the federal courts is to determine matters on the merits rather than based upon a procedural rule violation. *See, e.g., Livonia Pub. Schs. v. Selective Ins. Co.*, 443 F. Supp. 3d 815, 861 (E.D. Mich. 2018) (explaining that the Federal Rules "encourage" determinations on the merits "rather than on procedural technicalities" (cleaned up)). Further, Clover Circle appears to be represented by counsel who might not frequently appear in this Court. Accordingly, in this particular situation in which a strict enforcement of LBR 9072-1(e) would have a harsh result, and given that LBR 9072-1(e) does not provide what should happen when a party fails to timely upload a proposed order, the Court will not deny the Motion to Extend Time on this basis. Still, had Clover Circle timely submitted the proposed order in compliance with LBR 9072-1(e), perhaps this procedural kerfuffle could have been avoided.

D. Automatic Extension Pursuant to LBR 9006-1

To the extent Debtor argues that the Dischargeability Complaint was untimely because the Court did not previously grant the Motion to Extend Time, that argument is not well-taken. There is no dispute that the Motion to Extend Time was timely filed. Thus, LBR 9006-1 kicked in, which provides that:

If a motion to extend the time to take any action is filed before the expiration of the period presumed by the Code, the Rules, the Local Rules, the Federal Rules of Civil Procedure or court order, the time shall be automatically extended until the court acts on the motion, without the necessity of a bridge order.

Accordingly, Clover Circle's time to file the Dischargeability Complaint was automatically extended, at least until the new deadline requested, with which Clover Circle complied, subject only to the Court's ruling on its Motion to Extend Time. Therefore, if the Court grants the Motion

to Extend Time, the interim automatic extension of time essentially converts into a permanent extension of time, such that the Dischargeability Complaint will have been timely filed.

E. “Cause” to Extend the Time to File the Dischargeability Complaint

The ultimate question before the Court is whether to grant the Motion to Extend Time. It is clear, as discussed above, that the Court may do so without a hearing on the basis that Debtor did not timely oppose the Motion to Extend Time. The only remaining question is whether there is “cause.” LBR 9013-1(d) likewise provides that Debtor’s failure to timely respond “may be cause . . . to the extent such action would not conflict with any Rule or Federal Rule of Civil Procedure.” As previewed above, the Court finds that in this circumstance there is no conflict and “cause” has been established.

Unlike some situations in which a creditor comes out of the blue to attempt to assert a dischargeability claim, in this case Clover Circle was squarely on Debtor’s radar, as evidenced by Debtor listing them four different times in her Schedules and SOFA. Perhaps the situation with Clover Circle was even a precipitating factor in Debtor filing a Chapter 13 bankruptcy.

The basis stated by Clover Circle in its Motion to Extend Time was that: (1) “its unsecured debt arises from claims in Case No. 2024 CV 892 in the Montgomery County Court of Common Pleas that remain unadjudicated due to the automatic stay in this case. Discovery was ongoing at the time this case caused a stay, and it is necessary to assess discharge[e]ability in this case reasonably[;]” (2) “[f]or additional cause, this Court by Order dated June 10, 2025, rescheduled the Confirmation Hearing to July 10, 2025[;]” and (3) “the Claim is likely nondischargeable under 11 U.S.C. § 523.” Mot. to Ext. Time at 1, ¶¶ 4, 5, and 6.

The more granular question before the Court is whether these bases for cause are sufficient, in the circumstance in which the Debtor did not timely respond to the Motion to Extend Time. Ultimately, while these bases, alone, might not have been sufficient if the Debtor had objected, in that situation Clover Circle would then have had the opportunity to present evidence and make arguments at hearing. But this did not occur because the Debtor did not respond. Accordingly, this situation is distinguishable from cases in which the debtor opposes the extension of time and the exact standard is of lesser importance, whatever it may exactly be. *See, e.g., In re Riggs*, No. 22-30575, 2023 Bankr. LEXIS 400, at *8, n.3, 2023 WL 1998547, at *4, n.3 (Bankr. N.D. Ohio Feb. 14, 2023) (Gustafson, J.) (denying a motion to extend time filed in a Chapter 7 case that the debtors

opposed and citing *In re Motil*, No. 22-10571, 2022 Bankr. LEXIS, at *4-5, 2022 WL 2761042, at *2 (Bankr. N.D. Ohio July 14, 2022) (Harris, J.) as discussing “an apparent discrepancy in the standards applied in the Sixth Circuit used to determine whether to extend time for ‘cause’ under Rules 4004(b) and 4007(c).” “In *In re Brady*, the Sixth Circuit embraced a low threshold to show sufficient cause.” *In re Motil*, 2022 Bankr. LEXIS, at *4-5, 2022 WL 2761042, at *2 (quoted in *In re Riggs*, 2023 Bankr. LEXIS 400, at *10, 2023 WL 1998547, at *5). But “in *In re St. George*, the Sixth Circuit Bankruptcy Appellate Panel [(“B.A.P.”)] adopted what seems to be a heightened ‘for cause’ standard using a five-factor test.” *In re Motil*, 2022 Bankr. LEXIS, at *4-5, 2022 WL 2761042, at *2. Yet in *In re Sheppard*, the B.A.P. concluded that extension of the deadline “should be liberally granted when the circumstances merit such a finding.” 532 B.R. 672, 680 (B.A.P. 6th Cir. 2015).

The B.A.P. noted that while cause requires a “case-by-case” analysis, “there is precedent that suggests the threshold for granting such motions should be set low.” *Id.* at 677. In doing so, the *Sheppard* Panel quoted from *Brady v. McAllister (In re Brady)*, 101 F.3d 1165, 1171 (6th Cir. 1996), in stating “parties requesting such an extension still must demonstrate some minimally sufficient showing of cause for the extension.” However, the *Brady* decision did not specifically define what constitutes cause because that was not an issue in that appeal. 101 F.3d at 1171, n.1. Years later, the B.A.P. appeared to provide a somewhat heightened standard for establishing cause. See *In re Motil*, No. 22-10571, 2022 WL 2761042, at *2-3 (Bankr. N.D. Ohio July 14, 2022) (citing a five-factor test for establishing cause from the unreported decision in *McDermott v. St. George (In re St. George)*, Nos. 16-8017/8018, 2017 WL 1379321, at *4 (B.A.P. 6th Cir. Apr. 17, 2017)).¹⁴ Curiously, *St. George* does not cite *Sheppard*, which is a reported decision. Perhaps this difference is because *St. George* addressed Bankruptcy Rule 4004(b), extending the time to object to a

¹⁴ The five-factor test to consider in *St. George* is

- (1) whether the creditor has received sufficient notice of the deadline and the information to file an objection;
- (2) the complexity of the case;
- (3) whether the creditor has exercised diligence;
- (4) whether the debtor has refused in bad faith to cooperate with the creditor; and
- (5) the possibility that proceedings pending in another forum will result in collateral estoppel of the relevant issues.

2017 WL 1379321 at *4.

debtor's discharge, whereas *Sheppard* addressed dischargeability under Rule 4007(c). And given that objections to discharge and dischargeability have different impacts, perhaps there is reason to view the standards slightly differently. *In re Motil*, 2002 Bankr. LEXIS, at 4 (observing that “[t]he Sixth Circuit Court of Appeals and the Sixth Circuit [B.A.P.] appear to apply different standards when deciding whether to extend time for cause under Bankruptcy Rules 4004 and 4007.”)

In any event, considering the Creditor was seeking a first-time extension for 60 days, and the lack of any timely response from the Debtor, as well as the fact that this is a Chapter 13 case (not a Chapter 7 case), the Court finds sufficient cause to grant the Motion to Extend Time. Although the *Brady* court did not define specifically what constitutes cause, as *Sheppard* suggests, extensions should be liberally granted, particularly when there is no response from the Debtor. Both explanations support the extension. First, the Creditor was evaluating partial discovery from unadjudicated state court litigation. If the Debtor had responded, the Court may well have considered the alleged lack of questioning at the meeting of creditors and Clover Circle not seeking a Bankruptcy Rule 2004 examination. The Court cannot speculate as to why Cover Circle did not take that approach, but nor can the Debtor raise these issues months later. Thus, even if *St. George* represents a heightened standard that differs from *Sheppard* (an issue the Court need not decide today), the Creditor's efforts to obtain an extension coupled with the Debtors lack of opposition weighs strongly in favor of granting the extension, particularly given that this Court's Local Bankruptcy Rules (“LBR”), particularly LBR 4007-1(a), permits stipulations with creditors “to extend the deadline for filing a complaint to determine the dischargeability of a debt.” A failure to oppose a motion to extend time, while not a stipulation, likewise evidences a lack of opposition and it is notable that here the Debtor continues to be represented by an attorney.

The second explanation perhaps justifies the extension even more than the first. Fundamentally, it is because this is a Chapter 13 case in which it will likely be years before the Debtor becomes entitled to a discharge, unlike a Chapter 7 case in which a complaint objecting to dischargeability of debt or the discharge itself holds up a debtor's fresh start. *See In re Hansen*, No. 25-20416, 2025 WL 2990647, at *2, 2025 Bankr. LEXIS 2741, at *5 (Bankr. E.D. Ky. Oct. 23, 2025) (Lutz, J.) (ruling on an opposed motion to extend time to object to discharge in a Chapter 7 case and citing *St. George*, 2017 WL 1379321, at *4, 2017 Bankr. LEXIS 1065, at *8 for the proposition that “ ‘[b]ecause discharge is the most important element of a debtor's ‘fresh start,’ a debtor has an interest in the prompt resolution of discharge issues.”); *see also In re Lewis*, 224

B.R. at 621 (noting that “[b]ankruptcy courts around the country have carefully scrutinized motions by creditors for enlargements of time to file adversary complaints object to discharge in *Chapter 7* cases.”) (emphasis added). Moreover, when seeking to object to only discharge of a debt, as opposed to the discharge of all debts, the full discharge is obviously not at issue. Nevertheless, to the extent the five-factor test stated in *St. George* were applied, the overall circumstances would still appear to weigh in favor of granting a one-time extension in this case, by which the Dischargeability Complaint already on file will be deemed timely.¹⁵ Moreover, as noted above, *St. George* involved analysis of Bankruptcy Rule 4004(b), not Bankruptcy Rule 4007(c), and it also involved the U.S. Trustee’s request for a second extension of time after the U.S. Trustee had not acted during its “first 60-day extension.” *In re Motil*, 2022 Bankr. LEXIS, at *7-8 (citing *In re St. George*, 2017 Bankr. LEXIS, at *5-7).

Notably, all the case law reviewed by this Court in analyzing the standard for a motion to extend time under Bankruptcy Rule 4007(c) appears to involve Chapter 7 cases, not Chapter 13 cases. In other words, the rationale for setting a high bar in a Chapter 7 case to obtain an extension of time under Bankruptcy Rules 4004(a) and 4007(c), well-stated as “promot[ing] the prompt resolution of bankruptcy cases and discharge issues, providing a debtor their discharge—the cornerstone of a debtor’s fresh start” does not necessarily apply with the same immediacy to a Chapter 13 case in which a discharge is years away. *In re Riggs*, 2023 Bankr. LEXIS 400, at *8. That is not to say there is no standard, but in this particular situation, precisely defining the standard is less important as the “cause” need not be as narrowly construed because denying the Motion to Extend Time would not appear to result in a prompt fresh start, and, as construed by the Court herein, does not concern the discharge of all debts.

¹⁵ It appears that Clover Circle received sufficient notice and had information to file its Dischargeability Complaint, and that Debtor’s case is not complex, such that the first two factors would not be in favor. But Clover Circle, which appears to be represented by counsel who might not frequently practice in bankruptcy court, did diligently request a first extension of time that was unopposed. The Court does not know whether the debtor “has refused in bad faith to cooperate with the creditor.” But there is, in this situation, the Civil Action that was pending prepetition and is referenced in the Nonstandard Provision (§ 13) of the Second Amended Chapter 13 Plan (Doc. 33), which provides that “Debtor will provide annual status reports on pending litigation (Clover Circle Ohio, LLC vs. Kristin Winans – Montgomery County Common Pleas Case No. 2024 CV 00892)[.]” Overall, a close call if it were analyzed under this framework, but one in which the balance still tips in favor of a one-time 60-day extension, as was granted in *St. George* prior to denial of the second requested extension (and even though the second extension was denied for 60 days in *St. George*, it was still granted for 10 days – a total of 70 days). 2017 Bankr. LEXIS 1065, at *7.

The Debtor's discharge in this Chapter 13 case is likely years away. Before the original deadline to file a dischargeability adversary proceeding under § 523(c), as set forth in Bankruptcy Rule 4007(c), the Debtor had proposed its First Amended Chapter 13 Plan (Doc. 20) (the "First Amended Plan") on April 25, 2025. The First Amended Plan proposed an 18% dividend to unsecured non-priority creditors and added a Nonstandard Provision (§ 13), which states that "Debtor will provide annual status reports on pending litigation (Clover Circle Ohio, LLC v. Kristin Winans – Montgomery County Common Pleas Case No. 2024 CV 00892)[.]" The Proposed Plan was objected to by PHH Mortgage Corporation, Wright Patt Credit Union, and also the Chapter 13 Trustee (Docs. 22, 25, 26). The PHH Mortgage Corporation objection was withdrawn (Doc. 24) on May 12, 2025; however, the other objections remained pending. The Second Amended Chapter 13 Plan (Doc. 33) (the "Second Amended Plan"), which was likewise subject to objections (Docs. 35 and 36), was only confirmed on January 16, 2026. *See* Order Confirming Chp. 13 Plan (Doc. 33) and Awarding Att'y Fees (Doc. 45). And it contains the same Nonstandard Provision concerning the pending litigation with Clover Circle. Second Am. Plan at 9, § 13. Dischargeability of debt creates an exception to a debtor's discharge, but only becomes relevant in chapter 13 if and when the Debtor ultimately receives a discharge upon completion of the plan payments. *See* 11 U.S.C. § 1328(a).

The final basis asserted by Clover Circle as "cause" is self-serving. In particular, Clover Circle "avers that the Claim is likely nondischargeable under 11 U.S.C. § 523." Were this a bald statement without any context, it would be wholly insufficient as a basis. However, there does appear to be a substantial amount of history between Clover Circle and Debtor as detailed in Debtor's Schedules and SOFA, as well as the state court litigation that preceded Debtor's chapter 13 case, as alleged by Clover Circle in its pending Memorandum Contra filed in the Adversary. Moreover, Debtor identified the pending litigation in both her First Amended and Second Amended Plans. Thus, Clover Circle asserts that it did not ask questions at the meeting of creditors or seek an examination under Bankruptcy Rule 2004 due to the discovery already conducted in the state court litigation. This does beg the question as to why Clover Circle did not proceed to file its Dischargeability Complaint by the original deadline under Bankruptcy Rule 4007(c) and makes this a very close call. But conversely, there is the ultimate question of whether a creditor, who timely files a motion to extend this time, which is not opposed by the Debtor, should be denied even one extension of time. This the Court declines to do. Denying the unopposed Motion to

Extend Time in this context would work a harsh result that, no matter what the precise standard is would set a bar that is too high in this particular instance. Debtor, represented by an attorney, did not timely oppose the Motion to Extend Time, and only raised arguments in opposition after the Dischargeability Complaint had been filed, even though filed within the extended time sought by Clover Circle. Although the Motion to Extend Time does not contain the most robust bases for “cause,” it would be inequitable to find that Clover Circle did not support its Motion to Extend Time with sufficient evidence when no hearing occurred because the Debtor did not oppose the Motion to Extend Time.

Finally, although not mentioned by either Clover Circle or the Debtor, Clover Circle’s timely proof of claim, filed on March 27, 2025, attached a copy of the Verified Complaint with Jury Demand filed in Case No. 2024 CV 00892 in the Montgomery County, Ohio Court of Common Pleas on February 15, 2024, just over a year before Debtor filed her chapter 13 case. It includes claims – Counts III and IV – for breaches of fiduciary duties, as well as a claim – Count IX – relating to theft. While it is obviously far too early to reach any conclusions regarding the validity of these claims, the claims as stated at least appear to fit within the categories of matters covered by 11 U.S.C. § 523(a)(4), such that it would be better to let the Adversary proceed in this situation than to deny a timely filed and unopposed request for a first extension of time. Moreover, the four-page Motion to Dismiss filed by the Debtor in the Adversary, which is based on Federal Rule of Civil Procedure 12(b)(6), focuses solely on the timeliness of the Dischargeability Complaint, a procedural issue, and does not address the substance. Again, this result is particularly warranted when the Chapter 13 case remains only about one year old, the Chapter 13 Plan was recently confirmed, and the dischargeability of this debt is only relevant if the Debtor ultimately receives a statutory discharge. *See Order Confirming Chapter 13 Plan and Awarding Attorney Fees* (entered Jan. 16, 2026). It does not appear that the Debtor’s “fresh start” will be delayed in this circumstance.

For all these reasons, the Motion to Extend Time is hereby **GRANTED**, but only with respect to the deadline to file a complaint objecting to the dischargeability of debt (not to the discharge of all debt), such that the deadline for Clover Circle to file a complaint objecting to the dischargeability of debt, pursuant to 11 U.S.C. § 523(c), is hereby extended until and including

August 15, 2025, and the Dischargeability Complaint filed on August 14, 2025 is hereby deemed to have been timely filed.¹⁶

IT IS SO ORDERED.

Copies to:

All Creditors and Parties in Interest

¹⁶ Based upon this Memorandum Opinion and Order, the Dischargeability Complaint was timely filed, and the Court will enter a separate order denying the pending Motion to Dismiss in the related Adversary, No. 25-03031.