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IT IS SO ORDERED.

Dated: September 22, 2025



Tyson A. Crist
United States Bankruptcy Judge

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

In re: :
 :
 Toni Satori Newman, : Case No. 25-31383
 : Chapter 13
 : Judge Crist
 Debtor. :
 :
 :

**ORDER CONDITIONALLY GRANTING IN PART AND DENYING IN PART
MOTION OF AMERICAN CREDIT ACCEPTANCE FOR RELIEF FROM STAY,
PROPERTY: * * 2018 CHEVROLET CAMARO
VIN: 1G1FB1RXXJ0176509 (DOC. 15)**

This matter is before the Court on the *Motion of American Credit Acceptance for Relief from Stay, Property: ** 2018 Chevrolet Camaro VIN: 1G1FB1RXXJ0176509* (Doc. 15) (the “Motion for Stay Relief”) filed by American Credit Acceptance (the “Creditor” and “American Credit”) and Toni Satori Newman’s (the “Debtor” and “Ms. Newman”) *Motion to Reimpose Automatic Stay and Enforce Rights Under Chapter 13 Plan* (Doc. 21), which was construed as a response to the Motion for Relief from Stay (Doc. 26) (the “Response”) for purposes of scheduling the hearing.

Background

Pursuant to a prior *Order Rescheduling Hearing on American Credit Acceptance's Motion for Relief from Stay (Doc. 15) and Debtor's Response (Doc. 21) to Thursday, August 21, 2025 at*

2:00 P.M. (Eastern Prevailing Time) (Doc. 25), the Court held a hearing on August 21, 2025. The hearing was attended by the Debtor, who proceeded *pro se*, and Cynthia A. Jeffrey, counsel for the Creditor. No representative of American Credit was present and American Credit had only identified Ms. Newman as a witness in its Witness List (Doc. 33) filed on August 20, 2025.

At the outset of the hearing the Court explained the proceedings to Ms. Newman and then gave both parties the opportunity to present their cases. Counsel for American Credit only called Ms. Newman to the stand. And neither party sought to admit any exhibits during the hearing. The Court, however, took judicial notice of the filings in this case, and of the Debtor's other recent bankruptcy cases.¹ Fed. R. Evid. 201. Notably, American Credit filed a proof of claim with the Court on July 31, 2025, docketed as Claim No. 4-1 on the Claims Register, for the secured amount of \$16,936.51 for a 2018 Chevrolet Camaro VIN# J0176509 purchased on January 24, 2024, asserted to be a "910" claim pursuant to section 1325(a)(5) of the Bankruptcy Code. And Santander Consumer USA Inc. has filed a proof of claim for the unsecured amount of \$25,893.27, docketed as Claim No. 3-1, for the debt it alleges to be owed following repossession of a 2017 Chevrolet Camaro, VIN# 0127220, that Ms. Newman previously owned, which she co-purchased in August 2017 from a different Chevrolet dealer than the 2018 Chevrolet Camaro at issue in this case. The 2017 Chevy Camaro was at issue in her bankruptcy cases filed in 2023.²

This is a difficult case. On the one hand, American Credit did not come forward with any evidence at the hearing with respect to the value of the 2018 Chevrolet Camaro or Ms. Newman's equity therein, nor did American Credit seek to introduce any of the exhibits attached to the Motion for Relief from Stay or its Exhibit List (Doc. 32) filed on August 20, 2025, which included: (1) a Customer Transaction History; (2) the Retail Installment Contract; (3) the Title (electronic version); and (4) Proof of Claim – Claim No. 4. And, as noted above, American Credit did not call any representatives as witnesses.

¹ See No. 23-30447 (Chapter 13) filed on March 23, 2023, and dismissed on March 23, 2023 for failure to file a plan (Docs. 18, 22); No. 23-31461 (Chapter 13) filed on September 13, 2023, dismissed on October 27, 2023 for failure to file a plan (Docs. 22, 24); and No. 25-30707 (Chapter 13) filed on April 18, 2025, dismissed on June 4, 2025 pursuant to 11 U.S.C. § 521(i) for failing to file mandatory documents to allow her case to be administered (Doc. 21). In that case, a motion was also pending for failing to file a plan when the case was dismissed. Docs. 17, 21.

² Also of minor note is that the Retail Installment Sale Contract for the 2017 Chevrolet Camaro indicates that a 2014 Chevrolet Camaro was traded in as part of that transaction.

On the other hand, this is Ms. Newman's second bankruptcy case this year and her fourth since March 23, 2023, all of which she has filed without an attorney; this is the second Camaro she has purchased and then lost to repossession after default, although with different lenders; she has failed to keep up on her payments and, as of the date of hearing, had not made adequate protection payments under her proposed Chapter 13 Plan (Doc. 29); and she has not obtained counsel to represent her in this case. Although she has filed a proposed Chapter 13 Plan in this case, progressing further than she has in any of her three prior bankruptcies, the likelihood of her successfully confirming and completing a plan *pro se* is not high; and the proposed Chapter 13 Plan was not served upon or noticed to the creditors by Ms. Newman, was filed late, and appears to have a host of problems. But American Credit was not the lender in Debtor's cases in 2023; Ms. Newman testified at the hearing that she does currently make enough income to support a chapter 13 plan; American Credit did not present any witnesses or evidence at the hearing, other than examining Ms. Newman, nor did they submit any affidavit in support of the Motion for Stay Relief; and, perhaps of most concern, American Credit repossessed the vehicle shortly after Ms. Newman filed this chapter 13 case and did not return the vehicle after learning of the bankruptcy. Accordingly, for the reasons set forth below, the Court will condition the continuation of the automatic stay with respect to the 2018 Chevy Camaro on actions that Ms. Newman will need to take by the deadlines stated in this Order. Ms. Newman's failure to meet any of the conditions set forth herein will entitle American Credit to relief from the automatic stay to proceed with its *in rem* state law remedies, as further discussed below.³

Analysis

In a relief from stay hearing, the initial burden of production lies with the creditor. *In re Holly's, Inc.*, 140 B.R. 643, 683 (Bankr. W.D. Mich. 1992) (citing *Sonnax Indus., Inc. v. Tri Component Prods. Corp. (In re Sonnax Indus., Inc.)*, 907 F.2d 1280, 1281 (2d Cir.1990)). At that

³ The case law is split on whether the entire automatic stay terminates under 11 U.S.C. § 362(c)(3) or only "with respect to the debtor." See Dale Joseph Gilsinger, Annotation, *Construction and Application of Phrase "With Respect to the Debtor" of the Bankruptcy Code*, 3 A.L.R. Fed. 3d Art. 7 (2015). American Credit's filing of the Motion for Stay Relief presumes that there is an automatic stay against estate property currently preventing them from disposing of the 2018 Chevy Camaro repossessed postpetition. The only reported decisions in this District are consistent with that view. *In re Dowden*, 429 B.R. 894, 903 (Bankr. S.D. Ohio 2010) (Preston, J.) (citing *In re Murray*, 350 B.R. 408, 414 (Bankr. S.D. Ohio 2006) (Waldron, J.)).

point, the burden shifts, and the Debtor bears the ultimate burden on all issues, except as to equity in property. *See* 11 U.S.C. § 362(g).

In its Motion for Stay Relief, American Credit requested “an Order conditioning, modifying or dissolving the automatic stay imposed by § 362 of the Bankruptcy Code.” Mot. for Stay Relief (Doc. 15) at 1. This relief was sought under 11 U.S.C. § 362(d)(1) for “cause,” and under § 362(d)(2), which requires that the Debtor lack equity in the vehicle and the property is not necessary for a reorganization.

A. Section 362(d)(2) – Equity and Necessary for a Reorganization

Taking (d)(2) of § 362 first, in the Motion for Stay Relief American Credit alleged that the vehicle – the 2018 Chevy Camaro – is worth \$20,500 according to “the N.A.D.A. Book Value” and that Ms. Newman owed \$16,936.51, plus interest pursuant to the Promissory Note and Security Agreement dated January 24, 2024, as of the date of the Motion for Stay Relief. Mot. for Stay Relief (Doc. 15) at 2, ¶¶ 6-7. American Credit, however, did not introduce any documents into evidence at the hearing, nor did they ever file a copy of the N.A.D.A book page applicable to this vehicle. The only evidence, therefore, was Ms. Newman’s testimony. Ms. Newman testified that she understood the vehicle could have been worth a trade-in value of \$14,000, according to a discussion with a dealer about trading in the 2018 Chevrolet Camaro, but that value is speculative and not reliable. The only other evidence the Court found relevant on this point was Ms. Newman’s testimony that she had put \$11,000 down⁴ when purchasing the 2018 Chevy Camaro, when “times were better,” which lends credence to the possibility that she might have equity in this vehicle.

Accordingly, because American Credit bore the burden of proof on whether Ms. Newman lacks equity in the 2018 Chevy Camaro, the Court must conclude that American Credit did not prevail in showing that Ms. Newman does not have any equity in the vehicle. And combined with the uncontroverted testimony by Ms. Newman at the hearing that she claims she will need this vehicle as her means of transportation to drive to work⁵, American Credit’s request for relief from

⁴ Although not introduced into evidence, the Court notes that the Retail Installment Contract attached to the Motion for Stay Relief as Exhibit A reflects that there was a down payment of \$11,500. *See* Doc. 15-1 at 1.

⁵ Ms. Newman’s testimony indicated that prior to repossession, there were periods where she had “rarely driven” the 2018 Chevy Camaro because of health issues, that she had access to her grandmother’s car, but that she was unsure how much longer (or reliably) she would have access to this car due to others in her family needing transportation.

the automatic stay under § 362(d)(2) must be denied. This leaves the question of whether there is “cause” for relief from stay under § 362(d)(1).

B. Section 362(d)(1) – Cause

American Credit also seeks relief under § 362(d)(1) which allows a court to lift the automatic stay “for cause, including the lack of adequate protection of an interest in property.” The Bankruptcy Code does not define cause, so courts have discretion to determine whether “relief is appropriate on a case-by-case basis.” *Laguna Assocs. Ltd. P’ship v. Aetna Cas. & Sur. Co. (In re Laguna Assocs. Ltd.)*, 30 F.3d 734, 737 (6th Cir. 1994). Cause may exist when there is a lack of adequate protection or in certain other cases where the bankruptcy court, sitting in equity, responds to fact-specific situations. *Lundeen v. Wells Fargo Bank, N.A. (In re Lundeen)*, No. 24-8005, 2024 Bankr. LEXIS 2008 *21, 2024 WL 3965900 *9 (B.A.P. 6th Cir. 2024) (citing *In re Jeffers*, 572 B.R. 681, 684 (Bankr. N.D. Ohio 2017)). The party requesting a relief from stay has the burden to show cause. *In re Little*, No. 24-52397, 2024 Bankr. LEXIS 3162, at *5, 2024 WL 5711067. at *2 (Bankr. S.D. Ohio 2024).

In the Motion for Stay Relief, American Credit alleged a lack of adequate protection for the vehicle based on Ms. Newman’s prior missed payments. Doc. 15. However, Ms. Newman’s Amended Schedules I and J, filed July 30, 2025, along with her testimony at the hearing that she has recently recovered from health challenges that had been preventing her from working, evidence an increase in income in recent months, which would support her ability to fund a plan that includes payment of her obligations to American Credit. Doc. 18. Further, the Court’s conditions set in this Order, below, which require that Ms. Newman perform certain actions lest the automatic stay will be lifted, are designed to strike a balance of providing American Credit with adequate protection while also permitting Ms. Newman to attempt to reorganize. As analyzed by the Sixth Circuit Court of Appeals, the Court can, within its discretion, deny the Motion for Relief from Stay to allow the Debtor to perform certain actions in an effort to reorganize her affairs. *See, e.g., Americredit Fin. Servs., Inc. v. Nichols (In re Nichols)*, 440 F.3d 850, 856 (6th Cir. 2006) (“the bankruptcy court ordered that the stay would be lifted unless the Nichols either (1) paid the amount in arrears within two weeks of the hearing or (2) filed a motion to modify its Chapter 13 plan to explain how it planned to pay what it owed to Americredit and the other creditors.”). In other words, the Court can place conditions on the continuation of the automatic stay, such that

failure to meet those conditions will result in termination of the automatic stay as to the vehicle at issue.

C. Conditions to Continuation of the Automatic Stay

As stated in the plain language of § 362(d), and as recited by American Credit in its Motion for Stay Relief, the Court can grant relief by conditioning the stay. *See Condor One v. Archway Apts., Ltd. (In re Archway Apartments, Ltd.)*, 206 B.R. 463, 466 & n.6 (Bankr. M.D. Tenn. 1997) (conditioning relief from stay upon a “drop dead date for confirmation.”) (citing *In re Khemko, Inc.*, 181 B.R. 47, 49 (Bankr. S.D. Ohio 1995) (“the consequence of not meeting [the § 362(d)(3)] requirement is that the automatic stay of § 362 *MAY* be lifted without further ado.”) (emphasis added)).

The evidence showed that the Debtor has filed, pro se, three prior Chapter 13 cases in the past couple of years, and each has been dismissed. *See* No. 23-30447 (dismissed May 10, 2023), No. 23-31461 (dismissed October 27, 2023), and No. 25-30707 (dismissed June 5, 2025). The vehicle in question, a 2018 Chevy Camaro, was repossessed (for the second time⁶) in the early morning hours of July 18, 2025. In the opening statement made by counsel for American Credit at the hearing, she acknowledged that this car was repossessed on July 18, 2025, the morning after July 17, 2025, the day Ms. Newman filed her pro se voluntary petition. Ms. Newman confirmed this sequence of events during her testimony and added that she filed this bankruptcy, in whole or in part, because she was concerned, due to her monitoring of her loan account online, that the vehicle would soon be repossessed. And she has had prior experience with repossessions of vehicles, both with this 2018 Chevy Camaro and with a prior 2017 Chevy Camaro, which was at issue in her 2023 bankruptcy cases. Accordingly, the testimony by Debtor and the record of her filings reveals that she has experience with prior repossessions and filing bankruptcy in response. Notwithstanding, what is clear is that the repossession was completed postpetition in violation of the automatic stay.⁷ American Credit’s Motion for Stay Relief does not directly address this issue

⁶ Ms. Newman’s testimony at the hearing was that this 2018 Chevy Camaro was previously repossessed, prior to the chapter 13 bankruptcy she filed on April 18, 2025 (No. 25-30707), after which the vehicle was returned to her.

⁷ *See* 11 U.S.C. § 362(a)(3). *Chicago v. Fulton*, 592 U.S. 154 (2021) determined that passive retention of a vehicle repossessed prepetition is not a violation of § 362(a)(3). However, in this case, the car was repossessed postpetition. But Ms. Newman has not filed a motion for turnover or a motion to hold American Credit in contempt for violating the automatic stay; rather, she filed her Motion to Reimpose Automatic Stay and Enforce Rights Under Chapter 13

and appears to implicitly ask this Court to annul the stay and allow the Creditor to liquidate the vehicle, despite the postpetition repossession. *See, e.g., Dawson v. Ram Motors, LLC (In re Dawson)*, 665 B.R. 796, 803-04 (Bankr. S.D. Ohio 2025) (Buchanan, J.) (analyzing that *Fulton* did not change the law in the circumstance in which the status quo is changed after the bankruptcy case is filed because that “affirmative act of repossession” violates the automatic stay under § 362(a)(3)). Thus, unless a “limited equitable circumstance” is established in which the postpetition repossession should not be held invalid and void, which has been found to exist when “a debtor unreasonably withholds notice of the bankruptcy stay or when the debtor is unfairly using the stay as a shield to avoid an unfavorable result,” American Credit’s repossession is void and the 2018 Chevy Camaro must be returned to Ms. Newman. *Id.* at 804 (concluding that because RAM Motors did not present any “unfair conduct by Ms. Dawson that may give rise to an equitable exception” the repossession was void and the vehicle must be returned (quoting *Easley v. Pettibone Mich. Corp.*, 990 F.2d 905, 911 (6th Cir. 1993))).

The Debtor testified about her income and appeared to currently have sufficient income to fund a chapter 13 plan. Debtor rents space for her tattoo business and also rents out chairs to two other individuals that work in the rented space as a hairdresser and a tattoo artist. The Debtor’s grandmother currently lives with her (since May 2025), and the Debtor acts as a caregiver for her. The Debtor’s grandmother receives separate income from social security, which is not shared with the Debtor. The testimony showed that the Debtor’s business and living expenses are subsidized by her boyfriend, who also resides with her. The Debtor also testified that she had various health issues that had hampered her ability to work in the past, having to do with her back and ability to sit for periods of time. The Debtor testified that she returned to work several months ago and currently works about three days a week, though this varies based on when she has appointments. The Debtor had, at times, driven a separate vehicle owned by her grandmother, but that vehicle

Plan (Doc. 21), which the Court construed as a response to American Credit’s Motion for Relief from Stay because she filed it six days after American’s Credit’s Motion and explicitly referenced it. Further, the Debtor would have had to file a motion to extend the automatic stay pursuant to 11 U.S.C. § 362(c)(3) by requesting an expedited hearing not later than August 16, 2025. 11 U.S.C. § 362(c)(3)(A). Additionally, Ms. Newman did not serve her filing upon anyone and therefore it could not be reasonably interpreted to seek that relief. Moreover, because nobody testified on behalf of American Credit, there was no evidence of whether American Credit knew of this bankruptcy filing prior to repossessing the vehicle. At this time, all that is known is that the timing of the *pro se* filing and the repossession in the early morning hours the next day suggest it is plausible that American Credit did not know.

may not always be available to the Debtor because another family member also drives it. The Debtor did not dispute the significant prepetition arrearage on the vehicle loan balance.

Although the Court is troubled by the Debtor's pattern of failed Chapter 13 filings, and that she still does not have counsel, it appears that she has sufficient income to fund a plan. The Court denies relief from the automatic stay under § 362(d)(2) because there is no conclusive evidence of whether the Debtor has equity in the vehicle, although it appears by American Credit's own Motion for Stay Relief that she does, and the weight of the evidence is that the Camaro is likely necessary for the Debtor's employment, which is a pre-condition of any "effective reorganization." The Court conditions the automatic stay for cause under § 362(d)(1) because: (1) although we do not yet know whether the Creditor had notice or knowledge of this bankruptcy case before repossessing the vehicle, the fact is that the vehicle was repossessed postpetition in violation of the automatic stay; (2) Ms. Newman is attempting to work toward confirming a chapter 13 plan and expressed that she has attempted to hire counsel to assist her with this chapter 13 case, but indicated that she has not yet been able to obtain counsel – they have not yet taken her case; (3) Debtor's present income appears to substantially exceed her expenses and be sufficient to fund a chapter 13 plan; and (4) the conditions put in place through this Order will require Ms. Newman to address the current deficiencies in proceeding with this chapter 13 case, which include that she (a) has still not paid the filing fee for this chapter 13 case in full, (b) has not, as far as the Court can tell, commenced payments under her proposed Chapter 13 Plan, and (c) admitted at the hearing that she was behind on payments to American Credit prepetition and has not had continuous insurance coverage on the vehicle.

Conclusion

Therefore, based upon the record of this case and Debtor's prior cases, Ms. Newman's testimony as the only witness, and the arguments of the parties, and for the reasons stated above, the Court hereby conditionally **GRANTS** in part and **DENIES** in part the Creditor's Motion for Relief subject to Ms. Newman, as the Debtor in this chapter 13 case, meeting the following conditions:

1. The Debtor is required to pay the remainder of the filing fee due and owing for this chapter 13 case, in the amount of **\$153** (\$313 minus \$160 paid by Debtor on August 25, 2025), to the Clerk of Court pursuant to the schedule in the Court's prior *Order*

Approving Payment of Filing Fee in Installments (Doc. 10) (the “Filing Fee Order”); however, because it appears that Ms. Newman has already failed to make the third installment payment due on or before September 14, 2025, if that installment of \$78.25 is not received by the Clerk of Court on or before **October 2, 2025**, which is ten (10) days after the entry of this Order,⁸ or if the fourth installment of the remainder of the filing fee is not received by the Clerk of Court on or before **October 14, 2025**, which is the deadline for payment of the fourth installment under the Filing Fee Order, then American Credit will be entitled to relief from the automatic stay in accordance with paragraph 5 below and this case may be dismissed with a bar to Ms. Newman refiling bankruptcy. If the third installment is paid by or before October 2, 2025, and the remaining filing fee owed is paid by October 14, 2025, this condition will be satisfied;

2. The Debtor is required to continuously maintain insurance on the 2018 Chevrolet Camaro and is required to file proof of adequate insurance on the Court’s docket, which will presumably be the insurance identified in paragraph 10.1 of the proposed Chapter 13 Plan (Doc. 29 at 10), **not later than ten (10) days after the entry of this Order, which is October 2, 2025**. See, e.g., *In re Karr*, 129 B.R. 498, 503 (Bankr. S.D. Ohio 1991) (citing *In re Gunder*, 8 B.R. 390 (Bankr. S.D. Ohio 1980));
3. Because section 1326(a)(1) of the Bankruptcy Code required Ms. Newman to commence payments toward her Chapter 13 plan by August 18, 2025 within thirty days of the order of relief (within thirty days of the date she filed this voluntary bankruptcy),⁹ Ms. Newman must make her first and second payments (for August and September) to the Chapter 13 Trustee **not later than October 2, 2025** in an amount that is sufficient to make the proposed adequate protection payment to

⁸ Although this fact alone could justify dismissal of this chapter 13 case pursuant to section 1307(c)(2) of the Bankruptcy Code, in this particular circumstance in which the hearing occurred after the second installment was due (and paid) and this matter was under advisement when the third installment came due, the Court will permit the Debtor further time following the entry of this Order to pay the third installment.

⁹ The 30th day after the petition date of July 17, 2025 was actually August 16, 2025; however, that was a Saturday, such that the deadline was the “end of the next day that [was] not a Saturday, Sunday, or legal holiday[.]” which was Monday, August 18, 2025. Fed. R. Bankr. P. 9006(a)(1)(B).

American Credit.¹⁰ American Credit is entitled to receive pre-confirmation adequate protection payments from the full plan payment pursuant to section 1326(a)(1)(C), Local Bankruptcy Rule (“LBR”) 3070-1(b), and Claim No. 4-1 filed by American Credit on the Claim Register on July 31, 2025;

4. If Ms. Newman timely complies with and performs all the conditions set forth above in numbered paragraphs 1, 2, and 3, American Credit shall forthwith, as quickly as reasonably possible, return the vehicle to Ms. Newman in at least as good of condition as the vehicle was in when repossessed by American Credit or one of its agents on July 18, 2025. Nothing prevents Ms. Newman from complying with all three foregoing conditions sooner than October 14, 2025, to regain possession of the vehicle more quickly, given that it appears she now has the means to do so;
5. Ms. Newman, however, is not entitled to regain possession of the 2018 Chevy Camaro at issue, unless and until the three conditions above are fully and timely satisfied, and if Ms. Newman fails to fully and timely satisfy all three conditions – the conditions to continuation of the automatic stay as to the vehicle – then American Credit may submit an affidavit or declaration to the Court confirming the same and American Credit shall then be entitled to relief from the automatic stay for cause pursuant to section 362(d)(1) of the Bankruptcy Code, without further notice or hearing, by separate order, in which case American Credit would be free to exercise its *in rem* state law remedies with respect to the 2018 Chevy Camaro without returning the vehicle to Ms. Newman; and
6. Unless and until American Credit relinquishes possession of the 2018 Chevy Camaro to Ms. Newman or obtains relief from the automatic stay for cause pursuant to § 362(d)(1) in accordance with the terms of this Order, American Credit shall continue to store and protect the vehicle, maintaining it in at least as good of condition as it was when repossessed on July 18, 2025.

¹⁰ One of many issues raised by the Chapter 13 Trustee in his Objection (Doc. 37) is that paragraph 3 of the currently proposed Chapter 13 Plan does not list an amount for the adequate protection to be paid to American Credit. It appears, however, that Ms. Newman is proposing to pay American Credit \$339.37 per month through a total plan payment of \$373.30. *See* Chapter 13 Plan (Doc. 29) at ¶¶ 2.1, 5.1.1 (incorrectly listing a monthly payment for American Credit in the paragraph for regular mortgage payments).

The Debtor is, once again, strongly urged to obtain counsel to represent her in this bankruptcy case. Although it is a positive step that Ms. Newman attended the meeting of creditors, given the recent Objection to Confirmation of Chapter 13 Plan (Doc. 37) filed by the Chapter 13 Trustee, identifying numerous reasons why he believes the currently proposed Chapter 13 Plan cannot be confirmed, it is somewhat doubtful that Ms. Newman will be able to, on her own (*pro se*), amend and obtain confirmation of her Chapter 13 Plan. And if this case is ultimately dismissed because Ms. Newman cannot confirm a chapter 13 plan, then the conditional continuation of the automatic stay provided for herein might ultimately be all for naught.¹¹

Further, as the Court indicated at the hearing, to the extent this case is ultimately subject to dismissal due to Ms. Newman's inability to appropriately amend her Chapter 13 Plan and obtain confirmation, the Court may consider barring the Debtor from filing future bankruptcy cases (petitions) for 180 days or such longer period as may be appropriate under the circumstances. *See Cusano v. Klein (In re Cusano)*, 431 B.R. 726, 737 (B.A.P. 6th Cir. 2010) ("Where there is sufficient cause, bankruptcy courts have the authority . . . to prohibit bankruptcy filings in excess of 180 days.").

Finally, upon entry on the docket the Clerk of Court shall email this Order to Ms. Newman, to the extent that she has not already signed up for email notifications of filings in this case.

IT IS SO ORDERED.

Copies to:

Default List Plus:

Cynthia A. Jeffrey (Counsel for American Credit Acceptance)

¹¹ Two obvious problems with the Plan (Doc. 29) are: (1) that it confusingly lists the treatment of the secured debt owed to American Credit in multiple places in the Plan, which provide different treatment, and (2) the proposed plan payment does not account for the Debtor's other creditors because it is insufficient to pay the proposed 100% dividend to non-priority unsecured creditors. This is without limitation to or intended to comment upon the other objections to confirmation of the current Chapter 13 Plan raised by the Trustee in his Objection (Doc. 37).