



Honorable Mike K. Nakagawa
United States Bankruptcy Judge



Entered on Docket
October 30, 2025

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

* * * * *

In re:) Case No.: 25-10411-MKN
) Chapter 7
GLORIA KAY CURRY,)
) Date: August 20, 2025
Debtor.) Time: 2:30 p.m.
)
)

**ORDER ON SEATTLE CREDIT UNION’S MOTION FOR EXTENSION OF TIME TO
OBJECT TO DISCHARGE AND DETERMINE DISCHARGEABILITY OF DEBT¹**

On August 20, 2025, the court heard Seattle Credit Union’s Motion for Extension of Time to Object to Discharge and Determine Dischargeability of Debt (“Extension Motion”) brought by creditor Seattle Credit Union (“SCU”) in the above-referenced Chapter 7 proceeding. Appearances were made by debtor Gloria Kay Curry, in pro se, and by Angela H. Dows, Esq. on behalf of creditor SCU. After arguments were presented, the matter was taken under submission.

BACKGROUND

On January 24, 2025, Gloria Kay Curry (“Debtor”) filed a voluntary Chapter 7 petition. (ECF No. 1). To her bankruptcy petition, Debtor attached her Schedules of Assets and Liabilities (“Schedules”) and a Statement of Financial Affairs. She also included a list of

¹ In this Order, all references to “ECF No.” are to the numbers assigned to the documents filed in the case as they appear on the docket maintained by the clerk of the court. All references to “Section” are to the provisions of the Bankruptcy Code, 11 U.S.C. §§ 101-1532. All references to “Bankruptcy Rule” are to the Federal Rules of Bankruptcy Procedure.

creditors and their mailing addresses (“Mailing Matrix”).² The bankruptcy petition is signed under penalty of perjury. Neither the Schedules nor the Mailing Matrix included creditor SCU.

A notice of bankruptcy filing (“Bankruptcy Notice”) was issued that was mailed to all creditors on the Mailing Matrix. (ECF No. 2).³ The Bankruptcy Notice announced that a meeting of creditors would be held on February 27, 2025, and also fixed a deadline of April 28, 2025, for creditors to object to the Debtor’s discharge under Chapter 7 and to object to the dischargeability of particular kinds of debt.

On February 7, 2025, Debtor filed an amended unsecured creditor Schedule “E/F” that did not list SCU as the holder of an unsecured claim. (ECF No. 12). Debtor also had not included SCU in her original schedules nor in the Mailing Matrix.

On February 27, 2025, after concluding the meeting of creditors, the Chapter 7 trustee reported that there were no assets available for distribution to creditors (“No Asset Report”).⁴ (ECF No. 13).

On April 16, 2025, Debtor filed an amended unsecured creditor Schedule “E/F.” (“Amended Schedule E/F”). (ECF No. 15). Section 6.4 of that amended schedule listed SCU as

² Although the petition, schedules, and related documents were signed by the Debtor under penalty of perjury on November 12, 2024, they were not filed with the court until January 24, 2025. The record indicates that the Debtor received two prior Chapter 7 discharges in the Western District of Washington. The first discharge was entered after commencing a voluntary case on November 7, 2008, for which a discharge was entered on February 19, 2009. Eight years and one day after voluntarily commencing the first case, Debtor filed her second voluntary Chapter 7 on November 8, 2016, and received her second Chapter 7 discharge on March 6, 2017. Eight years and four days after voluntarily commencing the second case, she signed the voluntary Chapter 7 petition and related documents in the current case but did not file the petition in the District of Nevada until January 24, 2025. Because the Debtor has obtained her Chapter 7 discharges in three cases filed at least three years apart, she has avoided the prohibition on successive Chapter 7 discharges under Section 727(a)(8).

³ On January 26, 2025, a Certificate of Notice was filed indicating that notice of the bankruptcy filing was transmitted by first class mail or by electronic transmission to, *inter alia*, the creditors listed on the Mailing Matrix. (ECF No. 7).

⁴ Because the Debtor amended her Schedules in an effort to discharge the unliquidated, noncontingent, and undisputed claim of SCU, the provisions of Section 523(a)(3)(A) do not apply. Moreover, the Ninth Circuit caselaw permitting discharge of unsecured claims in no-asset cases, see White v. Nielsen (In re Nielsen), 383 F.3d 922 (9th Cir. 2004), would not apply.

1 having an unsecured claim in the amount of \$6,407 that was not contingent, unliquidated, or
2 disputed. It also included a mailing address of P.O. Box 780, Seattle, WA 98111. Included with
3 the Second Amended Schedule E/F is an Amended Creditors Matrix that includes SCU at the
4 same mailing address.

5 On April 22, 2025, Debtor filed a declaration, signed on April 16, 2025, attesting that she
6 had not paid or agreed to pay a non-attorney to assist her in preparing her bankruptcy forms, and
7 that the information appearing in her Schedules is true and correct. (ECF No. 16).

8 On April 29, 2025, an order was entered granting the Debtor's discharge under Chapter 7
9 ("Discharge Order"). (ECF No. 17).

10 On May 1, 2025, SCU was added to the Certificate of Notice with respect to the
11 Discharge Order. (ECF No. 18).⁵

12 On May 2, 2025, a final decree was entered discharging the Chapter 7 trustee and closing
13 the Chapter 7 case. (ECF No. 19).

14 On May 30, 2025, SCU filed an ex parte motion to reopen the Chapter 7 proceeding
15 under Section 350(b) ("Reopening Motion") to pursue an objection to determine dischargeability
16 of debt under Section 523(a)(2), and noticed the motion to be heard on July 9, 2025. (ECF Nos.
17 21 and 23).

18 On June 25, 2025, SCU filed the instant Extension Motion, along with the supporting
19 declaration of Timothy Weiss ("Weiss Declaration"), and noticed it to be heard on August 20,
20 2025. (ECF Nos. 25, 26, and 27). The motion seeks to extend time to object to the Chapter 7
21 discharge and also to determine dischargeability of debt.

22 On June 26, 2025, Debtor filed an objection to the Reopening Motion. (ECF No. 28).

23 On July 11, 2025, Debtor filed an objection to the Extension Motion. (ECF No. 29).⁶

24 On July 15, 2025, the Reopening Motion was granted. (ECF No. 30).

25 ⁵ The Certificate of Notice indicates that on April 30, 2025 (after the Discharge Order
26 was entered on April 29, 2025), notice of the discharge was sent to SCU by email.

27 ⁶ Both the Reopening Motion and the Extension Motion are contested matters governed
28 by Bankruptcy Rule 9014. As contested matters, parties are allowed to seek discovery of
information from other parties under Bankruptcy Rule 9014(c)(1).

1 On August 20, 2025, the Extension Motion was heard and taken under submission.

2 **DISCUSSION**

3 As previously mentioned, SCU requests an extension of time to seek two forms of relief:
4 (1) to object to the Chapter 7 discharge and (2) to determine the dischargeability of its claim.

5 In this instance, a Chapter 7 discharge already was entered on April 29, 2025. As a
6 result, SCU must seek to revoke the discharge that was previously entered rather than simply
7 object to its entry. Under Section 727(d)(1), a Chapter 7 discharge may be revoked if the
8 discharge was obtained through fraud. Under Section 727(d)(2, 3, and 4), a Chapter 7 discharge
9 may be revoked for additional reasons that are mirrored in Section 727(a). Under Section
10 727(e)(1), the deadline for seeking revocation under Section 727(d)(1) is one year after the
11 discharge was granted. Under Section 727(e)(2), the deadline for seeking revocation under
12 Section 727(d)(2, 3, and 4) is the later of one year after the discharge was entered or the date the
13 case is closed. In this instance, the one year period will elapse on April 29, 2026. Because the
14 case was initially closed on May 2, 2025, the one year period on April 29, 2026, also will be the
15 later period under Section 727(e)(2). As a result, an extension of time to object to the Debtor's
16 discharge is both procedurally improper and unnecessary.

17 The court having considered the arguments of the parties, along with the materials
18 appearing on the docket of the case, concludes that the Extension Motion should be granted for
19 SCU to pursue its dischargeability claims under Section 523(a). Several reasons warrant this
20 result.

21 First, there is no dispute that SCU was not scheduled as a creditor in this proceeding —
22 neither unsecured nor secured — until the Debtor filed her Amended Schedule E/F on April 16,
23 2025.

24 Second, there also is no dispute that the deadline for discharge and dischargeability
25 objections to be filed was April 28, 2025.

26 Third, Bankruptcy Rule 1009(a)(1) allows a debtor to amend his or her schedules before
27 a case is closed but requires the debtor to “give notice of the amendment to the trustee and any
28 affected entity.” There is no evidence in the record that notice of filing Amended Schedule E/F

1 was given to SCU at any time prior to the April 28, 2025 deadline to object to discharge or
2 dischargeability, nor prior to the April 29, 2025 entry of the Discharge Order.⁷

3 Fourth, there is no evidence in the record that SCU had actual knowledge that the Debtor
4 commenced the instant Chapter 7 proceeding prior to entry of her discharge on April 29, 2025.
5 SCU's investigator and custodian of records attests that notice of the Debtor's bankruptcy filing
6 was not received until the entry of the Chapter 7 discharge. See Weiss Declaration at ¶¶ 30 and
7 31.⁸

8 Fifth, there is no dispute that SCU intends to pursue an adversary proceeding required
9 under Bankruptcy Rule 7001(f) alleging dischargeability objections encompassed by Section
10 523(c).⁹ If SCU meets its burden of proof, its factual allegations may be sufficient to establish
11 viable claims.

12 Under these circumstances, SCU has met its burden of demonstrating that an extension of
13 time to commence any adversary proceeding to determine dischargeability of debt is appropriate.

14 **IT IS THEREFORE ORDERED** that Seattle Credit Union's Motion for Extension of
15 Time to Object to Discharge and Determine Dischargeability of Debt, Docket No. 25, be, and the
16 same hereby is, **DENIED in part and GRANTED in part**. An extension of time to object to
17 discharge under 11 U.S.C. §727 is denied without prejudice to timely seeking revocation of the
18 Order of Discharge, Docket No. 17, under 11 U.S.C. §727(d). An extension of time to determine
19 dischargeability of debt under 11 U.S.C. §523(a) is granted.

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22 ⁷ While an Amended Creditors Matrix was included with the Second Amended Schedule
23 E/F, there is no evidence that notice of the Second Amended Schedule E/F itself was served on
the parties listed in the Amended Creditors Matrix.

24 ⁸ Because the Debtor amended her Schedules in an effort to discharge the unliquidated,
25 noncontingent, and undisputed claim of SCU, the provisions of Section 523(a)(3)(B) also do not
26 apply.

27 ⁹ Section 523(c) requires timely objections arising under Section 523(a)(2) [fraud],
28 523(a)(4) [fiduciary defalcation, larceny, or embezzlement], and 523(a)(6) [willful and malicious
injury] to be pursued by the creditor. Absent timely objections, even debts resulting from
culpable conduct may be discharged.

