FILED

AUG 6 2026

SUSAN M. SPRAUL, CLERK
U.S. BKCY. APP. PANEL
OF THE NINTH CIRCUIT

NOT FOR PUBLICATION

UNITED STATES BANKRUPTCY APPELLATE PANEL
OF THE NINTH CIRCUIT

In re: ROBERT F. KOEHLER, JR., Debtor.	BAP No. EC-25-1110-SLB Bk. No. 22-21135
ROBERT F. KOEHLER, JR., Appellant, v. GEOFFREY RICHARDS, Chapter 7 Trustee, Appellee.	**MEMORANDUM***

Appeal from the United States Bankruptcy Court
for the Eastern District of California
Christopher M Klein, Bankruptcy Judge, Presiding

Before: SPRAKER, LAFFERTY, and BRAND, Bankruptcy Judges.

INTRODUCTION

Chapter 7[1] debtor Robert F. Koehler, Jr. appeals from an order sustaining the chapter 7 trustee's objection to his homestead exemption claim. That order was based on a prior decision of the bankruptcy court

---

* This disposition is not appropriate for publication. Although it may be cited for whatever persuasive value it may have, *see* Fed. R. App. P. 32.1, it has no precedential value, *see* 9th Cir. BAP Rule 8024-1.

[1] Unless specified otherwise, all chapter and section references are to the Bankruptcy Code, 11 U.S.C. §§ 101–1532.

sustaining a creditor's previous objection to Koehler's homestead exemption based on a stipulation between the parties while the case was in chapter 13. Upon conversion of the bankruptcy case to chapter 7, Koehler amended his Schedule C to assert a homestead exemption claim under a different provision of California's exemption statutes. The bankruptcy court held that Koehler was bound by the prior order and stipulation and denied his amended homestead exemption. We agree and AFFIRM.

FACTS[2]

Koehler is an attorney licensed to practice law in California who represented Elizabeth Prinz and her son Drew Prinz. In October 2021, the Prinzes obtained a state court judgment against him for conversion, breach of fiduciary duty, and negligence, arising from a dispute over the parties' respective rights in an attorney's fee award formerly held in Koehler's client trust account.[3] Koehler disbursed this fee award to himself without the Prinzes' approval. He used these funds to pay off the first and second deeds of trust on his residence. The judgment additionally found in favor

---

[2] We exercise our discretion, when appropriate, to take judicial notice of documents electronically filed in the underlying bankruptcy case. *See Atwood v. Chase Manhattan Mortg. Co. (In re Atwood)*, 293 B.R. 227, 233 n.9 (9th Cir. BAP 2003).

[3] Many of these facts are drawn from a memorandum decision the bankruptcy court later entered excepting the Prinzes' judgment from discharge under § 523(a)(4) and (6). Though Koehler initially appealed that decision, he later caused that appeal to be voluntarily dismissed. *See Prinz v. Kohler (In re Koehler)*, Adv. No. 22-02027 (Aug 28, 2024), *appeal dismissed*, BAP No. EC-24-1149 (Oct. 29, 2024). Other facts are drawn from the bankruptcy court's order converting case, which the bankruptcy court entered on July 22, 2024.

of Elizabeth Prinz on her cause of action for financial elder abuse. The entire judgment awarded $109,374 in compensatory damages, $160,970.63 in attorney's fees, $16,214.32 in prejudgment interest, and $6,454.21 in costs, for a total award of $293,013.16. The judgment accrued postjudgment interest at 10% per annum. Koehler appealed the judgment but was unable to obtain a stay of enforcement pending appeal.

Koehler filed his first chapter 13 bankruptcy in 2021, shortly after entry of the judgment. He voluntarily dismissed that bankruptcy in April 2022. At the time of dismissal, the Prinzes had pending a motion to convert the case to chapter 7, an objection to Koehler's exemption claims, and an action to except their judgment claim from discharge.

Koehler filed his second chapter 13 petition, the instant bankruptcy case, in May 2022. In his Schedule C, he exempted his residence under California's automatic dwelling exemption, citing Cal. Civ. Proc. Code ("CCP") § 704.730. Koehler scheduled no secured creditors. The only unsecured creditors he scheduled were the Prinzes, who he listed as holding a disputed judgment claim for $347,462.16. Within days of the bankruptcy filing, the Prinzes filed a proof of claim for the same amount as Koehler scheduled and a complaint to except their judgment from discharge, on which they ultimately prevailed. In his first amended plan, Koehler proposed to pay the Prinzes only if his state court appeal was unsuccessful, in which case he would borrow against the equity in his house to satisfy the balance of the debt.

The Prinzes objected to both the plan and the homestead exemption. They asserted that the plan was not proposed in good faith. As for the homestead exemption, they maintained that they were entitled to an equitable lien under California law superior in priority to Koehler's homestead exemption rights. In addition, the Prinzes moved to convert the bankruptcy from chapter 13 to chapter 7. Among other things, they alleged that the sole purpose of the bankruptcy was to defeat or delay their enforcement of their state court judgment.

Koehler's responses to the Prinzes' objections and motion were remarkably terse. He did not oppose the plan objection. Instead, he announced in his one-sentence reply that he would amend his plan but failed to provide any details. He opposed the motion to convert, suggesting that the Prinzes would not be prejudiced by delaying their right to enforce the state court judgment until his appeal was decided. As for the objection to his homestead exemption claim, Koehler pointed out that the state court had denied the Prinzes' request for imposition of a constructive trust. Koehler maintained that the Prinzes' first priority equitable lien theory was based on essentially the same theory the state court had rejected in denying them a constructive trust.

All three of these matters were initially heard in August of 2022. At the hearing, Koehler's counsel proposed to resolve all matters, subject to obtaining his client's approval, by permitting a judgment lien to be placed on the residence, ahead of Koehler's interests, to provide the Prinzes with adequate protection if his state court appeal was unsuccessful. As counsel explained, this would also allow the debtor time to refinance or sell the residence as part of a plan if his appeal was not successful. After making this proposal, Koehler's counsel expressed some doubt whether he could persuade his client to agree to such terms. The court responded that the likely consequence of not proposing an amended plan with some concessions to protect the Prinzes' interests would be conversion of the case to chapter 7.

The court continued the hearings on the motion to convert and the objection to the homestead exemption.[4] At the continued hearing, Koehler's counsel indicated that he had reached a tentative agreement with the Prinzes' counsel and had made some progress "with respect to my client's willingness to allow [the Prinzes] to place a lien ahead of his homestead [exemption] which will then secure [the Prinzes] pending pitching a plan that would probably be set for confirmation about six weeks from now."

In turn, the Prinzes' counsel acknowledged that the parties seemed to be in accord. He explained that the parties anticipated permitting relief from stay to permit his clients to record an abstract of judgment and thereby impose a judicial lien against the residence. He further explained that as part of the agreement Koehler would consent to the court sustaining the pending objection to his homestead exemption. Counsel for the Prinzes

[4] The court entered an order on September 1, 2022, denying confirmation of the first amended plan based on Koehler's concession that the plan could not be confirmed.

succinctly summarized his clients' position: "we would continue this conversion motion out six weeks or whatever the appropriate interval would be to get a plan on file *as long as I walk out of the courtroom with a lien and with a finding that the lien is ahead of the exemption*." (Emphasis added.)

After a brief discussion, the parties agreed to a continuance of the motion to convert in exchange for the following stipulated relief: (1) modification of the automatic stay to permit the Prinzes to record an abstract of judgment so as to create a judgment lien against Koehler's residence; and (2) entry of an order sustaining the objection to the homestead exemption claim so as to give the Prinzes' judgment lien priority over Koehler's exemption claim.

In furtherance of the parties' agreement, the Prinzes lodged with the court a proposed order. Koehler's counsel signed off on the proposed order specifically approving it as to form on Koehler's behalf. The court entered the order on October 6, 2022 ("Stipulated Exemption Order"). The order sustained the objection "with respect to all claims of exemption that have been asserted or could be asserted against [Koehler's residence]." It also modified the automatic stay to permit the Prinzes to record the contemplated abstract of judgment.

In November 2022, Koehler filed his second amended chapter 13 plan. Koehler now listed the Prinzes' claim as a fully secured claim. The plan also included the following nonstandard language:

Creditor Prinz has been allowed to record an abstract of

> judgment *ahead of any homestead exemption* pending the outcome of a pending appeal in the 3rd District Court of Appeal, estimated to be completed on a fast track basis within 18 months from confirmation of this Plan[.] During the appeal the Trustee shall distribute any allowed administrative expenses pending the appeal but shall refrain from making distribution to the Judgement Creditor Prinz[.] The Judgement Creditor is adequately protected by equity in Debtors [sic] residence beyond the amount of the judgement plus annual interest of 10%. In the event the appeal shall be resolved in favor of Judgement Creditor Prinz, the Debtor shall undertake a real estate transaction to satisfy the Judgment. If Debtor wins the appeal this Plan will be completed with a refund to Debtor. Debtor will not seek to dismiss this case.

(Emphasis added.)

The parties resolved various concerns raised by the chapter 13 trustee in a stipulated confirmation order, which gave Koehler until July 10, 2024, to "satisfy the judgment claim of . . . Creditors Prinz . . . unless the Debtor prevails upon appeal of the Judgment." The confirmation order also directed the trustee to commence monthly distribution of plan payments to the Prinzes, subject to payment of administrative expenses.

Notwithstanding the plan modifications incorporated into the confirmation order, the order also specifically provided that its terms did not "alter in any way" the Stipulated Exemption Order. The court entered the confirmation order on February 9, 2023, and denied without prejudice the Prinzes' motion to convert.

Koehler did not prevail in his state court appeal. The California Court of Appeal issued its decision affirming the trial court in September 2023. And in January 2024 the California Supreme Court denied his petition for review. Even so, Koehler did not satisfy the Prinzes' judgment claim by the July 10, 2024 plan completion date. Nor did he perform by completing a court-approved sale or refinance his home to satisfy the judgment claim. Instead, he proposed to modify his confirmed plan to give himself a one-year extension of time to perform his plan obligations through July 2025. Consequently, the Prinzes once again moved to convert the case to chapter 7.[5] This time, the court granted the motion.

Geoffrey Richards was appointed to serve as chapter 7 trustee. In October 2024, he reached an agreement with the Prinzes for the allowance and satisfaction of their judgment claim ("Stipulated Distribution Agreement"). As noted in the agreement's recitals, the Prinzes filed the only claim against the estate. As of June 2024, their claim had grown to $452,596.85, with the accrual of interest, attorney's fees, and costs. The recitals also referenced the treatment of this claim under the Stipulated Exemption Order. In relevant part, the Stipulated Distribution Agreement provided that the Prinzes "shall be allowed a secured claim in the amount

[5] Koehler filed a one-page response to the motion to convert. He also objected to the Prinzes' claim, even though he previously had confirmed a plan providing for the satisfaction of that claim. Both of these filings refer to a new motion to set aside the state court judgment he filed in the state court. At no point, however, did he attempt to disavow or otherwise challenge the Stipulated Exemption Order or the other steps his counsel had taken to confirm his chapter 13 plan. Ultimately, the court overruled Koehler's claim objection.

of $452,596.85" secured by their lien on Koehler's residence. In addition, the Stipulated Distribution Agreement further provided that the Prinzes "shall also be allowed a general unsecured claim in the amount of $452,596.85 less the amount received on account of their secured claim." Though the agreement did not require Richards to sell the residence on behalf of the estate, the agreement provided for a "carveout" from the Prinzes' share of the sale proceeds on account of their allowed secured claim to pay the estate's allowed administrative expenses ahead of any distribution on the Prinzes' secured claim. The bankruptcy court entered an order approving the Stipulated Distribution Agreement over Koehler's opposition.

In March 2025, Koehler amended his Schedule C to assert a declared homestead exemption claim under CCP § 704.950. He attached to his amended Schedule C a copy of his homestead declaration, recorded on September 29, 2021. Richards objected. According to Richards, the amended homestead exemption was asserted in bad faith because the bankruptcy court already had adjudicated whether Koehler was entitled to a homestead exemption when it entered the Stipulated Exemption Order. Richards maintained that the Stipulated Exemption Order, therefore, precluded the amended homestead exemption.

In response, Koehler contended that the Stipulated Exemption Order was not entitled to preclusive effect because it was not a decision "on the merits" of his homestead exemption. Instead, he construed the order as an improper attempt at abandonment of his pre-existing declared homestead exemption rights. Additionally, Koehler complained that the Prinzes' objection to his preconversion exemption claim solely concerned itself with the relative priority of the exemption and the Prinzes' asserted right to an equitable lien, but the Stipulated Exemption Order went "far beyond" the objection.

Richards' reply reiterated his belief that the Stipulated Exemption Order already denied Koehler's homestead exemption and barred any attempt to resurrect the exemption. Richards further posited that even if not previously disallowed, a declared homestead exemption would not improve Koehler's position because bankruptcy filings were the equivalent of a forced sale for homestead exemption purposes and declared homesteads only protect debtors from voluntary sales.

The bankruptcy court heard Richards' objection and sustained it. Though the court did not explain in detail its exact reasoning for reaching this result, it stated that it was relying on the "entire" bankruptcy court record. It also obviously relied on the Stipulated Exemption Order, remarking that "a deal is a deal." The court then explained that it had no basis to deviate from the deal struck in the Stipulated Exemption Order and that Koehler's attempt to assert the declared homestead "at this point [was] just not valid."

The bankruptcy court entered its order sustaining Richards' objection on June 2, 2025 ("Declared Homestead Denial Order"), and Koehler timely appealed.[6]

JURISDICTION

The bankruptcy court had jurisdiction under 28 U.S.C. §§ 1334 and 157. We have jurisdiction under 28 U.S.C. § 158.

ISSUE

Did the bankruptcy court commit reversible error when it entered the Declared Homestead Denial Order?

STANDARDS OF REVIEW

Appeals from the denial of an exemption can present questions of law, questions of fact, or both. *See, e.g.*, *Kelley v. Locke (In re Kelley)*, 300 B.R. 11, 16 (9th Cir. BAP 2003). We review the legal issues de novo and the factual findings under the clearly erroneous standard. *Id.*

"We may affirm on any ground supported by the record, regardless of whether the [trial] court relied upon, rejected, or even considered that ground." *Fresno Motors, LLC v. Mercedes Benz USA, LLC*, 771 F.3d 1119, 1125 (9th Cir. 2014) (citation modified).

DISCUSSION

A. Koehler cannot use this appeal to collaterally attack the Stipulated Exemption Order.

Koehler has only appealed the exemption order entered in the

[6] Koehler has moved to strike certain documents from the record, claiming that his attorney signed them on his behalf without his knowledge or approval. Koehler's motion is hereby ORDERED DENIED. Koehler does not deny that the documents are part of the bankruptcy court record. Striking them is not an appropriate remedy.

chapter 7—the Declared Homestead Denial Order. But most of his appellate briefing focuses on errors the bankruptcy court supposedly made in issuing the Stipulated Exemption Order in the chapter 13 prior to conversion of the case. For example, he argues that the Stipulated Exemption Order is invalid because his counsel was not authorized to stipulate on his behalf to the relief granted in that order, nor did he ever personally approve it.[7] He also claims that the Stipulated Exemption Order was tantamount to an attempted abandonment of his declared homestead exemption but failed to satisfy the state law requirements for an effective abandonment—including a recorded, notarized writing signed by him personally. Similarly, he contends that the Stipulated Exemption Order impermissibly sought to waive his exemption rights or improperly attempted to subordinate them to the Prinzes' judgment lien. Moreover, he asserts that the Stipulated Exemption Order incorrectly determined his exemption rights not as of the time of his bankruptcy filing but rather based on subsequent events and changes in circumstances. Finally, he maintains that the Stipulated Exemption Order is contrary to *Law v. Siegel*, 571 U.S. 415 (2014).

Though we are skeptical of these arguments,[8] each of them

[7] This argument lacks merit. Absent certain exceptions not relevant here, a client is bound by the actions and omissions of his chosen legal representative. *See Link v. Wabash R.R. Co.*, 370 U.S. 626, 634 (1962).

[8] All of the above-referenced arguments, other than the one challenging his counsel's authority to act on his behalf, are premised on Koehler's mischaracterization

constitutes an impermissible collateral attack on the Stipulated Exemption Order. As stipulated by the Prinzes and Koehler, that order adjudicated the homestead exemption. The parties agreed, and the court ordered, that the objection to the homestead exemption was sustained. This was done as part of a deal by which Koehler provided the Prinzes with a lien superior to any exemption Koehler might claim in his residence. The very purpose of this deal was to secure repayment of the Prinzes' judgment against Koehler's residence during the pendency of the state court appeal. If Koehler lost the appeal, he agreed in his plan to voluntary repayment of the judgment secured by the lien he gave to the Prinzes to continue his chapter 13.

Koehler now wants to avoid the Prinzes' judgment lien under § 522(f). He complains that the bankruptcy court negated his ability to do so by denying his homestead exemption.[9] But that was the consequence of the bargain he struck in 2022. The denial of any homestead exemption was

---

of what the parties stipulated to and the court ordered. As explained below, Koehler made a deal with the Prinzes to permit his chapter 13 case to proceed pending his state court appeal by providing for the bankruptcy court to sustain the objection to his homestead exemption and thereby enable the Prinzes to obtain a judgment lien superior to any interest Koehler might claim in his residence. These circumstances simply do not implicate California law regarding abandonment of a homestead exemption. Nor do they implicate any restrictions that might apply to waiver or subordination of exemption rights.

[9] In relevant part, § 522(f)(1)(A) permits debtors to avoid judgment liens to the extent those liens impair the debtor's exemption in the subject property. This avoidance power specifically presupposes that debtor "would have been entitled" to an exempt interest in the subject property but for the attachment of the judgment lien. *See* 4 COLLIER ON BANKRUPTCY ¶ 522.11[2] (Alan N. Resnick & Henry J. Sommer, eds., 16th ed. 2026).

a necessary predicate to creating a lien interest superior to any assertable homestead exemption. That is why the Prinzes' objection to his homestead exemption was sustained—to disallow any homestead exemption for Koehler. Moreover, the record shows that Koehler's counsel was well aware of the need to grant the Prinzes a secured claim superior to Koehler's interests. The bankruptcy court sustained the Prinzes' objection to Koehler's homestead exemption in 2022 as part of the parties' agreement to permit Koehler to continue his chapter 13 pending the outcome of his state court appeal in exchange for his giving the Prinzes a secured claim superior to his homestead interest. This is exactly why the Stipulated Exemption Order sustained the objection to Koehler's homestead exemption "with respect to all claims of exemption that have been *or could be asserted against the real property* . . . ." (Emphasis added.)

If Koehler had second thoughts about the desirability of the relief he stipulated to, he could have appealed the Stipulated Exemption Order. *See Elliott v. Weil (In re Elliott)*, 523 B.R. 188, 191 (9th Cir. BAP 2014) ("An order denying a debtor's claim of exemption constitutes a final order" (citing *Preblich v. Battley*, 181 F.3d 1048, 1056 (9th Cir. 1999))). But Koehler chose not to appeal the Stipulated Exemption Order. Quite the contrary, he proceeded to confirm a chapter 13 plan that included nonstandard language from Koehler that "Creditor Prinz has been allowed to record an abstract of judgment ahead of any homestead exemption . . . ." Koehler's plan further recognized that the Prinzes were "adequately protected by equity in the [Debtor's] residence beyond the amount of the judgement plus annual interest of 10%."

In short, we agree with the bankruptcy court that "a deal is a deal" in this instance. Koehler remains bound by the deal he struck in 2022 and by the bankruptcy court's final order sustaining the objection to his homestead exemption. He now seeks to challenge his lawyer's actions in 2022. Any such challenge is beyond the scope of this appeal and does not affect the validity and viability of the Stipulated Exemption Order and the subsequent Declared Homestead Denial Order.[10] Put differently, he "cannot successfully challenge [the] order on appeal by attacking a prior final order that [he] did not timely appeal." *Jue v. Liu (In re Liu)*, 611 B.R. 864, 881 (9th Cir. BAP 2020); *see also Brillouet v. Gottlieb (In re Brillouet)*, 2024 WL 3176340, at *4-5 (9th Cir. BAP June 26, 2024) (applying the same principles—and the law of the case doctrine—to a stipulated compromise and carveout order), *appeal dismissed*, 2025 WL 543185 (9th Cir. Feb. 3, 2025).[11]

---

[10] In his reply brief, Koehler argued for the first time that the conversion of his case from chapter 13 to chapter 7 somehow rendered the preconversion determination of the validity of all his homestead exemption claims inapplicable to his postconversion assertion of some of the same claims. Koehler did not cite any authority directly supporting this proposition, nor are we aware of any.

[11] Koehler additionally attempted to argue that the state court's rejection of the Prinzes' constructive trust argument and the lack of any state court finding of fraud or malice somehow precluded the denial of his homestead exemption. According to Koehler, the disallowance of his homestead exemption in the Stipulated Exemption Order thus amounted to a misapplication of § 522(q)(1)(B)(ii). But again, the court's Stipulated Exemption Order is a final order that Koehler failed to appeal. Therefore, his

B. Koehler's other arguments lack merit or are insufficiently developed to enable meaningful review.

Koehler also raises several other arguments. He complains that the basis for the bankruptcy court's decision to enter the Declared Homestead Denial Order is unclear. We disagree. The court clearly relied on the prior Stipulated Exemption Order—and more broadly on the entire bankruptcy court record—to support its Declared Homestead Denial Order. Koehler further suggests that the court should not have considered the entire record, but he offers no law to support this proposition. In any event, we already have upheld in the prior section the bankruptcy court's reasoning for enforcing the Stipulated Exemption Order.

Koehler also argues that the bankruptcy court should not have applied issue preclusion because the parties did not actually litigate the merits of the Prinzes' objection to his exemption, and the court ignored the prima facie validity of the declared homestead. This is in response to Richards' continuing argument that preclusion does apply. It is not necessary for us to address or decide the specific preclusive effect of the Stipulated Exemption Order. *But see generally Albert v. Golden (In re Albert)*, 998 F.3d 1088, 1091-92 (9th Cir. 2021) (upholding applicability of preclusion

---

§ 522(q)(1)(B)(ii) argument, like the others set forth above, is nothing more than an impermissible collateral attack on the Stipulated Exemption Order. To the extent Koehler is arguing that the state court's rulings are inconsistent with the Stipulated Exemption Order, it is the latter final order—the Stipulated Exemption Order—that would be entitled to preclusive effect. *See Robi v. Five Platters, Inc.*, 838 F.2d 318, 328 (9th Cir. 1988) (citing Restatement (Second) of Judgments § 15 (1982)).

doctrine to orders disallowing exemption claims); *Poonja v. Alleghany Props. (In re Los Gatos Lodge Inc.)*, 278 F.3d 890, 892-94 (9th Cir. 2002) (holding that order disallowing claim based on prior stipulation of parties was properly given "res judicata" effect in subsequent litigation between the parties). In this instance the bankruptcy court simply held that Koehler agreed that the Prinzes' objection to the homestead exemption would be sustained not only as to the homestead exemption then asserted but also as to any homestead exemption that he could have asserted. The effect of this approximates preclusion, but ultimately it was an agreement (reduced to judgment) to which Koehler is bound and which the bankruptcy court enforced. Therefore, the Declared Homestead Denial Order was nothing more than an unremarkable exercise of the bankruptcy court's interpretation and enforcement of its own prior order. *See, e.g., Roach v. Marshack (In re Roach)*, 2019 WL 408628, at *4 (9th Cir. BAP Jan. 29, 2019); *Rosales v. Wallace (In re Wallace)*, 490 B.R. 898, 905–06 (9th Cir. BAP 2013). Moreover, Koehler has failed to challenge the bankruptcy court's interpretation of the Stipulated Exemption Order, which served as the basis for its entry of the Declared Homestead Denial Order.

Unsuccessful in his efforts to overturn the state court judgment, Koehler cannot disavow the bankruptcy court stipulation he entered into.

CONCLUSION

For the reasons set forth above, we AFFIRM.