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IT IS SO ORDERED.

Dated: March 4, 2026



Mina Nami Khorrami
Mina Nami Khorrami
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re: :
 :
 Isis Rudolph, Sr., : Case No. 2:25-bk-52660
 : Chapter 7
 : Judge Nami Khorrami
 Debtor. :
 :

ORDER DENYING DEBTOR’S REQUEST FOR COPIES OF EVIDENTIARY BINDER, ALL EXHIBITS, COMPLETE RECORD, AND WAIVER OF FEES IN SUPPORT OF APPEAL, MOTION FOR WAIVER OF FILING FEE AND TO PROCEED IN FORMA PAUPERIS WITHOUT PREJUDICE AND DENYING DEBTOR’S MOTION FOR STAY PENDING APPEAL (DOC. NO. 86, 87, 88, 89)

I. Introduction

Isis Rudolph, Sr., pro se debtor, (“Ms. Rudolph”) has filed several motions¹ related to her appeal of this Court’s order denying her request for sanctions against her former landlord.² The Order denied Ms. Rudolph’s request that the Court find that her former landlord, Cedar One Properties (“Cedar One”), had evicted her in willful violation of the automatic stay. Ms. Rudolph has timely appealed the Order. Notice of Appeal, Dkt. No. 84. For the reasons stated, the Stay Motion is denied, and the Fee Waiver Motion, the IFP Motion, and the Evidence Motion are denied without prejudice.

II. Jurisdiction

This Court has jurisdiction over the Motions under 28 U.S.C. § 1334(b) and Amended General Order 05-02 entered by the United States District Court for the Southern District of Ohio, referring all bankruptcy matters to this Court. This is a core proceeding under 28 U.S.C. § 157(b)(2)(O). Venue is proper in this Court under 28 U.S.C. §§ 1408 and 1409.

III. Analysis

The Stay Motion does not articulate the proceedings to enforce the Order that Ms. Rudolph would like the Court to stay. The Order ruled that Ms. Rudolph was not entitled to any damages for violation of the automatic stay under 11 U.S.C. § 362(k). It did not award any relief against her, nor was any such relief sought by her former landlord. Since the Court did not award any relief, either for or against Ms. Rudolph, there does not appear to be anything for the Court to stay. The purpose of a stay pending appeal is to prevent the enforcement of a judgment or to preserve

¹ The motions filed by Ms. Rudolph are *Motion For Stay Pending Appeal* (the “Stay Motion”) (Dkt. No. 87); *Request For Copies Of Evidentiary Binder, All Exhibits, Complete Record, And Waiver Of Fees In Support Of Appeal* (the “Evidence Motion”) (Dkt. No. 86); *Motion to Proceed In Forma Pauperis on Appeal* (the “IFP Motion”) (Dkt. No. 88); and *Application for Waiver of Appeal Filing Fee* (the “Fee Waiver Motion”) (Dkt. No. 89). Where appropriate, these filings will collectively be referred to as the “Motions.”

² The Court issued its *Order Denying Debtor’s Motions For Sanctions For Violation Of The Automatic Stay And Discharging Show Cause Order* (Doc. # 49, 52, 71) (Dkt. No. 82) (the “Order”) on February 18, 2026.

the status quo. *Parker v. Goodman (In re Goodman)*, 499 F.3d 616, 621 (6th Cir. 2007). When the judgment simply determines that the claimant is not entitled to any relief, there is nothing to enforce. *Weston v. Cibula (In re Weston)*, 101 B.R. 202, 205 (Bankr. E.D. Cal. 1989) (noting that a stay of enforcement of a judgment dismissing a claim would be superfluous “as such a judgment generally eliminates a cause of action rather than rendering one enforceable.”). “The concept of execution and enforcement of a judgment applies generally to the execution of a money judgment on behalf of a prevailing party or the enforcement of a decree when a claimant (plaintiff or counterclaim plaintiff) has prevailed on a claim for affirmative relief.” *Trikona Advisers Ltd. v. Chugh*, No. 3:11cv2015 (SRU), 2014 U.S. Dist. LEXIS 203078, at *5 (D. Conn. Apr. 15, 2014). But when a court’s judgment is the denial of any relief, there is nothing to enforce. *Id.*

The Order rejected Ms. Rudolph’s claims for damages for violation of the automatic stay under § 362(k). The Court found that the eviction was not a willful violation of the automatic stay and that Ms. Rudolph was not entitled to damages. The Order did not award any affirmative relief. The Stay Motion asserts that a “stay merely preserves the status quo pending appellate review and ensures that the appellate process remains meaningful and effective.” Stay Mot. 4, Dkt. No. 87. But the Stay Motion does not state *how* the Order disrupts the status quo. Without such a showing, the Stay Motion must be denied.

As for the Fee Waiver, IFP, and Evidence Motions, all these pleadings request that Ms. Rudolph be permitted various fee waivers and for documents to be provided to her at no expense. The Fee Waiver Motion is based on 28 U.S.C. § 1930(f)(2), which authorizes bankruptcy courts to approve certain fee waivers (including the waiver of the \$298 filing fee for a notice of appeal) for a debtor who is eligible for a waiver of the filing fee for a bankruptcy petition under § 1930(f)(1).

28 U.S.C. § 1930(f)(2) permits the Court to waive an appeal filing fee for a debtor that is described in § 1930(f)(1). Such a debtor “has income less than 150 percent of the income official poverty line (as defined by the Office of Management and Budget, and revised annually in accordance with section 673(2) of the Omnibus Budget Reconciliation Act of 1981) applicable to a family of the size involved and is unable to pay that fee in installments.” 28 U.S.C. § 1930(f)(1). The Administrative Office of the U.S. Courts has developed Official Form 103B to permit debtors to request a waiver of the filing fee associated with the bankruptcy petition.³ Ms. Rudolph submitted this form when she filed her petition, and the Court ultimately granted her request for a fee waiver. Order Granting Debtor's Appl. For Waiver Of The Chap. 7 Filing Fee, Dkt. No. 21. But that information is nearly a year old at this point, and the Court cannot evaluate whether Ms. Rudolph continues to meet the criteria for the fee waiver. The Fee Waiver Motion is therefore denied without prejudice to its renewal if accompanied by Official Form 103B as completed and updated to reflect Ms. Rudolph’s current financial condition.⁴

The IFP Motion and the Evidence Motion likewise request various forms of relief based on Ms. Rudolph’s financial condition. The IFP Motion requests to proceed in forma pauperis under 28 U.S.C. § 1915 and the Evidence Motion requests that the fees for obtaining various documents be waived based on her in forma pauperis status under § 1915. It is questionable whether § 1915 applies in bankruptcy proceedings. *United States v. Kras*, 409 U.S. 434, 440, 93 S. Ct. 631, 34 L. Ed. 2d 626 (1973) (holding that “§ 1915(a) is not now available in bankruptcy.”).

³ The Administrative Office has not developed a form that is specific to waiving the fee for an appeal. However, the information required to evaluate the request is the same for an appeal fee waiver as for a waiving of the bankruptcy petition filing fee, so the Court believes the same form should be used here. A copy of Official Form 103B may be found at the following website: <https://www.uscourts.gov/forms-rules/forms/application-have-chapter-7-filing-fee-waived-0>.

⁴ The Fee Waiver Motion was accompanied by District Court Form AO 240. Fee Waiver Mot. 3-4, Dkt. No. 89. That form, however, does not contain the information required for this Court to evaluate a fee waiver request under 28 U.S.C. § 1930(f).

Some courts hold that a bankruptcy court is not authorized to permit a party to proceed in forma pauperis under § 1915(a). *Perroton v. Gray (In re Perroton)*, 958 F.2d 889, 891-94 (9th Cir. 1992); *Armstrong v. Rushton (In re Armstrong)*, 294 B.R. 344, 361 n.18 (B.A.P. 10th Cir. 2003). Other courts have held that bankruptcy courts have such authority. *See, e.g. Benoit v. Lassina (In re Lassina)*, (Bankr. E.D. Penn. 2001) (citing *In re Stansbury*, 226 B.R. 360 (Bankr. E.D.Pa.1998)). It therefore may be that the District Court is better situated to address whether Ms. Rudolph may proceed under § 1915 in her appeal.

Before the Court can address those issues, the factual foundation for Ms. Rudolph's request must be established. Like § 1930(f), § 1915 also requires an affidavit or sworn statement supporting the assertion of poverty. 28 U.S.C. § 1915(a)(1). Therefore, the IFP Motion and Evidence Motion are denied without prejudice to their renewal if accompanied by a completed and updated Form 103B signed by Ms. Rudolph under penalty of perjury.

In addition, to the extent that Ms. Rudolph wishes to renew the IFP or Evidence Motions, she will need to demonstrate that the appeal is taken in good faith and presents a substantial question pursuant to 28 U.S.C. § 1915(a)(3). *Byers v. Byers (In re Byers)*, 520 B.R. 246, 252 (Bankr. S.D. Ohio 2014). The IFP Motion provides a conclusory list of some of the issues that Ms. Rudolph wishes to raise on appeal. IFP Mot. 2, Dkt. No. 88.

As for the Evidence Motion, the Court likewise cannot analyze Ms. Rudolph's entitlement to such waiver without the updated Official Form 103A. When Ms. Rudolph renews her Evidence Motion, supported by Official Form 103A and sufficient basis, the Court will determine whether she is entitled to such relief.

The Court must be able to assess the legal merit of the issues raised in the IFP and Evidence Motion. *Byers*, 520 B.R. at 252. The Court has already rejected Ms. Rudolph's contentions in the

Order, and she has not provided any new argument that would permit the Court to evaluate whether her appeal “presents a substantial question.” As the Court noted in its reading of the oral ruling finding that Cedar One had not willfully violated the automatic stay, Ms. Rudolph had a high hurdle to overcome given that Cedar One filed the state court eviction action only after obtaining relief from stay.⁵ And while Ms. Rudolph asserted that she did not receive the Relief From Stay Motion, Cedar One presented evidence that a copy of the Relief From Stay Motion was mailed on the date it was filed to Ms. Rudolph’s then-current address. Finally, Ms. Rudolph did not assert that she had paid or tendered the rents that had come due post-petition, which she would have been required to do had she timely opposed the Relief From Stay Motion.

IV. Conclusion

Based on reasons stated here, the Stay Motion is denied. The Fee Waiver Motion, the IFP Motion, and the Evidence Motion are denied without prejudice to their renewal if accompanied by a current Official Form 103B.⁶

IT IS SO ORDERED.

Copies to: default list

Dimitrios Hatzifotinos, WILLIS LAW FIRM LLC, 1160 Goodale Blvd, Columbus OH 43212

⁵ Cedar One filed the *Motion Of Creditor, Cedar One Properties LLC, For Relief From The Automatic Stay For The Real Property Known As 201 Burton Dr, Apt 13, Columbus Ohio 43907* (Dkt. No. 20) (the “Relief From Stay Motion”) on July 19, 2025. The *Entry And Order Granting The Motion Of Creditor, Cedar One Properties LLC, For Relief From The Automatic Stay For The Real Property Known As 201 Burton Dr, Apt 13, Cadiz Ohio 43907 (Document #20)* (Dkt. No. 24) (the “Relief From Stay Order”) was entered on August 15, 2025. Dkt. No. 24.

⁶ Any renewed motions that Ms. Rudolph may make must contain the 21-day notice set forth in Rule 9013-1(a)(2) of the Local Rules for the United States Bankruptcy Court for the Southern District of Ohio (the “LBR”) and a certificate of service as required by LBR 9013-3. A copy of the LBR may be obtained from the Court’s website at <https://www.ohsb.uscourts.gov/local-rules>.