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IT IS SO ORDERED.

Dated: June 17, 2025



Tyson A. Crist
United States Bankruptcy Judge

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

In re: :
Adrienne Lindsey Crawford, : Case No. 25-30822
: Chapter 13
Debtor. : Judge Crist
:

ORDER DENYING: 1) EMERGENCY MOTION TO EXTEND TIME TO FILE SCHEDULES AND REQUIRED DOCUMENTS (DOC. 24); AND 2) EMERGENCY MOTION TO SEAL DOCKET ENTRY #24 AND ALL SUBSEQUENT FILINGS, INCLUDING SCHEDULES AND SUPPORTING DOCUMENTS (DOC. 29)

The Debtor filed a *Voluntary Petition* (Doc. 1) under Chapter 13 on May 4, 2025, without the assistance of counsel, indicating a need to pay the filing fee in installments,¹ and disclosing a prior bankruptcy filing, being Case No. 25-30409 (Bankr. S.D. Ohio), filed on March 11, 2025, which had been dismissed by order entered on April 30, 2025.² Now before the court is Debtor’s *Emergency Motion to Extend Time to File Schedules and Required Documents* (Doc. 24) (the “Emergency Motion”), filed on May 28, 2025, which is Debtor’s second request to extend these

¹ On June 5, 2025, a Notice of Overdue Installment Payment and Imminent Dismissal of Case was entered (Doc. 30), which provides that the case will be dismissed if the outstanding payment is not made on or before June 20, 2025.

² The Debtor also acted *pro se* in the prior case, which was ultimately dismissed without the entry of a discharge due to Debtor’s failure to comply with the court’s prior *Order Extending Deadline to File All Required Documents* (Doc. 32) and *Ordering Other Matters* (Doc. 36). See *Order of Dismissal Without the Entry of Discharge* (Doc. 49), entered on April 30, 2025.

deadlines.³ The Debtor’s first request, and the court’s action on that request, are discussed below. The Emergency Motion requested an extension until “June 1, 2025, or another reasonable date at the Court’s discretion” to file all “schedules, statements, and required documents” and attached a proposed order by which she would have until June 1, 2025 to file all schedules, statements, and other required documents. *Id.* at 2, 7.⁴ As in Debtor’s prior case, she did not comply with the deadline set forth in the court’s prior order. And her requested extended deadline for compliance has now come and gone too. Relatedly, Debtor filed an *Emergency Motion to Seal Docket Entry #24* (Doc. 29) (the “Motion to Seal”) on June 2, 2025, after her requested extended deadline to file her schedules, statements, and required documents.

At the inception of this case, as in Debtor’s prior case⁵, the court granted the Debtor additional time – in this case an additional week – to file all the documents required by 11 U.S.C. § 521(a)(1), and other required forms (the “7-Day Order”), following the court’s entry of an order notifying Debtor of the specific deficiencies and notifying her that she had fourteen (14) days from the petition date to file the twelve items listed therein (the “14-Day Order”).⁶ The earlier 14-Day Order had notified Debtor as follows:

THIS CASE MAY BE DISMISSED WITHOUT FURTHER NOTICE IF THE DEBTOR(S) FAILS TO COMPLY WITH THIS ORDER.

Id. at 2. The subsequent 7-Day Order,⁷ also entered on May 6, 2025, advised the Debtor, in parts, as follows:

³ See *Motion to Extend Time to File Schedules, Statements, and Chapter 13 Plan* (Doc. 10), filed May 5, 2025.

⁴ Within the *Notice of Emergent Systemic Pattern and Rights Preservation* (Doc. 24) filed as Exhibit A to the Emergency Motion, Debtor wrote that she “respectfully requests that no adverse determinations or dismissals be entered during the three-day window following this filing (through May 30, 2025), in light of newly clarified and legally complex developments affecting her disclosure timeline, rights preservation, and case posture.” *Id.* at 4.

⁵ See *Order Extending Deadline to File All Required Documents (Doc. 19) and Ordering Other Matters* (Doc. 21), entered March 28, 2025 (No. 25-30409) (granting until April 14, 2025); *Order Extending Deadline to File All Required Documents (Doc. 32) and Ordering Other Matters* (Doc. 36) (granting until April 25, 2025).

⁶ See *Order Regarding Deficient Filing by Individual Debtor and Setting Fourteen (14) Day Deadline for Compliance; and Notice of Imminent Dismissal of Case* (Doc. 12), entered May 6, 2025 (identifying the missing forms as Schedules A/B, Schedule D, Schedule E/F, Schedule I, Schedule J, Statement of Financial Affairs for Individuals Filing for Bankruptcy, Chapter 13 Statement of Your Current Income and Calculation of Commitment Period, Schedule C, Schedule G, Schedule H, Summary of Your Assets and Liabilities and Certain Statistical Information, and Declaration About an Individual Debtor’s Schedules).

⁷ See *Order Granting in Part and Denying in Part Motion to Extend Deadline to File Schedules, Statement, and Chapter 13 Plan (Doc. 10) and Denying Motion to Extend the Automatic Stay Wi[th]out Prejudice (Doc. 11)* (Doc. 14), entered on May 6, 2025.

In the present case, the court entered an Order of Deficiency that the deadline to file her schedules, Statement of Financial Affairs, Chapter 13 Statement of Current Monthly Income and Calculation of Commitment Period, Summary of Your Assets and Liabilities and Certain Statistical Information and the Declaration concerning her schedules were due 14 days from the petition date – May 19, 2025. Nevertheless, the Debtor is seeking an additional extension of an additional 10 days until May 29, 2025. Doc. 10.

The court considers additional extension[s] an extraordinary request, considering the Debtor did not complete the filing of her schedules and other required documents in the prior case despite over 45 days to do so. Presumably, much of the information in the present case would be similar to the case dismissed so recently. Nevertheless, and in consideration of the Debtor’s family medical issues, the court will grant the Debtor an additional week and require all the filings listed in the Order to be completed not later than **May 27, 2025**.

Notwithstanding the prior extended period, the Debtor has now sought a further extension but does not set forth any extraordinary circumstances which would warrant a further extension. Moreover, as noted above, the Debtor’s proposed deadline for submission of those documents has now come and gone and she has not filed any of the required documents in either this case or her prior case.⁸

The Emergency Motion, as with the Motion to Seal, does not contain a Certificate of Service to indicate that it was served under Local Bankruptcy Rule (“LBR”) 9013-3.⁹ The Emergency Motion also fails to comply with LBR 9073-1. Amongst other things, the Debtor has not filed a separate motion to expedite and has not provided a basis to expedite a hearing upon this motion. *See* LBR 9073-1(a)(1) and (a)(2). And, again, her desired extended deadline would have lapsed over two weeks ago.

Therefore, for the foregoing reasons, the Debtor’s Emergency Motion is **hereby denied as moot and denied as not well-taken based on this court’s prior orders, Debtor’s non-compliance with those orders, and non-compliance in meeting her obligations under 11**

⁸ Although not presently before the court, on May 29, 2025, the Chapter 13 Trustee filed a *Motion to Dismiss Due to Failure to File a Plan and Notice of Hearing* (Doc. 25). Therein, the Trustee represented that he had \$0.00 on hand and that no plan had been filed by May 28, 2025, as required by Federal Rule of Bankruptcy Procedure 3015(b). Notably, in Debtor’s prior dismissed Chapter 13 case the Trustee also reported that Debtor had paid \$0.00. *See Chapter 13 Trustee’s Certification of Final Payment and Case History in a Dismissed by Court Before Confirmation Case* (Doc. 56), filed May 22, 2025.

⁹ Motions to extend the time to file Schedules and a Statement of Financial Affairs do not require a 21-day notice. *See* General Order 12-4. However, the Debtor’s Emergency Motion refers to “all . . . required documents” which would include, at a minimum, the Chapter 13 Plan and, therefore, subjecting the Emergency Motion to the 21-day notice requirements of LBR 9013-1. Doc. 24 at 2.

U.S.C. § 521, as well as not complying with the Local Bankruptcy Rules. Notably, Debtor has not filed any of the required documents, whether in this Chapter 13 case or her prior case.

As with the dismissal of Debtor’s prior Chapter 13 case (No. 25-30409), in the event that all the documents required by 11 U.S.C. § 521(a)(1), which includes the Debtor’s Schedules A/B, D, E/F, I and J, the Statement of Financial Affairs, and the Chapter 13 Statement of Current Monthly Income (Official Form 122C-1) are not filed within 45 days after the date of filing the petition, this bankruptcy case shall be automatically dismissed by operation of law, effective on the 46th day after the date of the filing of the petition (i.e. June 20, 2025). See 11 U.S.C. § 521(i)(1).

Relatedly, as mentioned above, the Debtor has also filed the Motion to Seal. A motion to file a document under seal must meet the Sixth Circuit’s standard set forth in *Shane Group, Inc. v. Blue Cross Blue Shield of Michigan*, 825 F.3d 299 (6th Cir. 2016). The burden of demonstrating the need for and appropriateness of a sealing order “is a heavy one: ‘Only the most compelling reasons can justify non-disclosures of judicial records.’ ” *Id.* at 305 (quoting *In re Knoxville News-Sentinel Co.*, 723 F.2d 470, 476 (6th Cir. 1983)). That burden is borne by the moving party and requires the moving party to “analyze in detail, document by document, the propriety of secrecy, providing reasons and legal citations.” *Id.* at 305-06 (quoting *Baxter Int’l, Inc. v. Abbott Labs.*, 297 F.3d 544, 548 (7th Cir. 2002)). The Debtor does not explain why her Chapter 13 plan, her schedules, or her Statement of Financial Affairs, none of which she has ever filed or submitted for in-camera review in this or her prior Chapter 13 case, much less any future unidentified documents, would require the Debtor to reveal personal information that should be sealed or redacted. It remains the Court’s independent obligation to determine whether a seal is appropriate for any given document or portion thereof. *Id.* at 306. And any proposed sealing, even when compelling reasons exist, must be “narrowly tailored” to serve the compelling reasons. *Id.* at 305 (citation omitted). No such compelling reasons have been stated and the heavy burden has not been met.

The Motion to Seal moves for the Emergency Motion to be sealed in its entirety, to alternatively “redact all narrative, trauma, or visual sections clearly submitted for in camera review,” and for a standing protective order sealing the filings Debtor never filed in her prior Chapter 13 case and has still not filed in this Chapter 13 case. Motion to Seal at 2. This would include her “schedules, SOFA, chapter plan(s), affidavits, and evidentiary declarations containing sensitive or protected material.” *Id.* at 1. Debtor apparently seeks to seal the previously filed Emergency Motion due to it allegedly containing “trauma narrative” and because she was “[a]cting

without counsel” and “[s]imultaneously managing active litigation in multiple forums.” *Id.* at 1-2. There is no other unredacted basis given within the Motion to Seal, and Debtor did not provide an unredacted copy. *Id.* at 2. She did, however, reattach the same Exhibit A, a two-page document titled a “Notice of Emergent Systemic Pattern and Rights Preservation,” which she previously attached to her Emergency Motion, albeit this time with portions redacted. Review of those redacted passages by simple comparison of the original and refiled Exhibits A, however, does not reveal anything for which sealing or redaction is appropriate at this time. As an example, take the first redacted passage under the heading of “1. Structural 3-Day Procedural Hold”:

“Movant affirms her intention to comply fully and respectfully asks that the present filing serve as formal notice of structural transition—triggered by newly recognized patterns of systemic coercion, overlapping litigation, and trauma-disrupted legal function.”

Ex. A to Emergency Motion at 4. There is mention, in a subsequent unredacted passage, of “safety-sensitive information stemming from restricted or sealed state litigation,” but there is no explanation as to what state litigation this involves. And there is no explanation as to why that would preclude Debtor from submitting the various filings required by section 521(a)(1) of the Bankruptcy Code without sealing.

In the Emergency Motion, Debtor had referenced as alleged grounds for a further extension of time “[m]ultiple overlapping legal and trauma-related circumstances interfered with completion by the deadline, including pending tax issues, lack of legal counsel, and a heavy volume of documentation across multiple forums.” Emergency Motion (Doc. 24) at 1. The Debtor blacked out certain portions of the Motion to Seal, as well as previously filed Exhibit A, but it is unclear if that relates to information the Debtor believes should not be public, as the Debtor has not provided an unredacted copy of the Motion to Seal to the court. As noted above, Debtor also attached to the Motion to Seal a redacted copy of her Exhibit A previously filed with the Emergency Motion, giving the court a view into what information Debtor appears to believe should be sealed. Comparing the two reveals that the generic assertions she made in her prior Emergency Motion, which she filed before seeking a sealing order, do not warrant sealing that filing. And that is the only filing presently at issue. The Motion to Seal is not well-taken and will be denied for these as well as the following reasons.

First, the Motion to Seal does not contain a Certificate of Service to indicate that it was served or noticed properly under LBR 9013-1 or 9013-3, and that alone forms a basis to deny the

Motion to Seal. With or without the assistance of counsel, parties are responsible for complying with the procedural rules of this court. *In re Kilpatrick*, No. 24-32461, 2025 WL 1635420, at *3, 2025 Bankr. LEXIS 1411, at *7 (Bankr. S.D. Ohio Feb. 28, 2025). Second, in reviewing the Emergency Motion, nothing contained within it meets the standard to seal a document under § 107(b) of title 11 of the U.S. Code (the “Bankruptcy Code”), and Federal Rule of Bankruptcy Procedure 9018. *See In re Long*, 667 B.R. 546, 551-53 (Bankr. S.D. Ohio 2025) (discussing the standard under § 107(b) to seal a document). The Emergency Motion does not appear to include, and the Debtor has not pointed to, any trade secrets, confidential research, or scandalous or defamatory material that would justify sealing the Emergency Motion. Nor does anything in the Emergency Motion contain items that would implicate concerns about identify theft addressed in § 107(c)(1) of the Bankruptcy Code. *See Long*, 667 B.R. at 552 (discussing § 107(c)(1)). In the absence of any of those exceptions, the strong public policy in favor of public access to bankruptcy filings, which is “rooted in the public’s First Amendment right to know about the administration of justice” governs. *Stone v. Kettering Adventist Healthcare (In re Stone)*, 587 B.R. 678, 681 (Bankr. S.D. Ohio 2018) (quoting *Motors Liquidation Co. Avoidance Action Trust v. JP Morgan Chase Bank, N.A. (In re Motors Liq. Co.)*, 561 B.R. 36, 41 (Bankr. S.D.N.Y. 2016)); *see also In re Lopez*, 666 B.R. 555, 558 (Bankr. E.D. Mich. 2025) (observing “[t]here is a strong presumption that documents filed in the federal courts, including bankruptcy courts, are to be available to the public” and quoting at length the decision of the United States Court of Appeals for the Sixth Circuit in *Shane Group, Inc.*, 825 F.3d at 305-06). Third, none of the information in the Emergency Motion appears to qualify for redaction under Bankruptcy Rule 9037. The Emergency Motion does not contain any personal identifiers that require redaction (and the Debtor does not point to any). *See Fed. R. Bankr. P. 9037* (providing for redaction of personal identifiers such as social security numbers). Further, Bankruptcy Rule 9037(g) provides that “[a]n entity waives the protection of (a) for the entity’s own information by filing it without redaction and not under seal.”

Beyond the Emergency Motion, for which the court finds sealing or redaction is not appropriate, the court simply cannot order that all future documents to be filed by a party be sealed without first evaluating each document and whether any of the information therein qualifies to be sealed. The court would need to review such future documents in camera along with a contemporaneous motion to seal them. Schedules and the Statement of Financial affairs are basic filings needed to administer a bankruptcy case and are typically not sealed, outside of very limited circumstances, such as protecting the names and addresses of employees of a corporate debtor.

See, e.g. In re Creighton, 490 B.R. 240, 249-50 (Bankr. N.D. Ohio 2013) (denying motion to seal based upon the debtor facing ridicule at her employment). And even then, only the specific information requiring protection could be redacted.

For all these reasons, the Motion to Seal is also **hereby denied**.

As the court has expressed on prior occasions, the Debtor is strongly encouraged to obtain bankruptcy counsel to assist her in any future filings. Although this court remains sensitive to procedural issues involving *pro se* parties, the case law of the Sixth Circuit requires that all parties, including *pro se* parties, comply with this court's orders.

The court will email this Order to the Debtor at the email address she provided in her filing.

IT IS SO ORDERED.

Copies to:

All Creditors and Parties in Interest