Dated: June 12, 2026
The following is ORDERED:

M. Ruthie Hagan
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

In re
Jamtarsha L. Sanders Case No. 25-25681
Debtor Chapter 7

OPINION AND ORDER DENYING MOTION FOR STAY PENDING APPEAL

This matter is before the Court on the Motion [DE 82] of Landlord Southwind Lakes Apartments ("Landlord") for an order staying enforcement of the Court's previous Opinion and Order Granting Debtor's Motion for Sanctions for Willful Violation of the Automatic Stay [DE 29] entered on February 12, 2026, and its subsequent Order Granting the Debtor's Motion for Sanctions for Willful Violation of the Automatic Stay [DE 35] entered February 27, 2026, which determined the Debtor's damages incurred as a result of Landlord's stay violations. The Court also considers herein the Debtor's Opposition to the Motion to Stay Enforcement of the Sanctions

Order. [DE 85] The Court held a hearing on the Motion on May 20, 2026, and took this matter under advisement at that time.

This is a core proceeding under 28 U.S.C. § 157(b)(2)(A). Accordingly, the Court has both the statutory and constitutional authority to hear and determine these proceedings subject to the statutory appellate provisions of 28 U.S.C. § 158(a)(1) and Part VIII ("Bankruptcy Appeals") of the Federal Rules of Bankruptcy Procedure. This decision constitutes the Court's findings of fact and conclusions of law under FED. R. CIV. P. 52, made applicable to this contested matter by FED. R. BANKR. P. 7052. Regardless of whether specifically referred to in this decision, the Court has examined the submitted materials, considered statements of counsel and the Debtor, considered the testimony given in this matter, considered all of the evidence, and reviewed the entire record of the case. Based upon that review, and for the following reasons, the Court hereby determines that Landlord's Motion [DE 82] to stay enforcement pending its appeal of the Court's prior Orders granting Debtor's motion for sanctions and ordering Landlord to pay to Debtor $4,398 with post-judgment per diem interest at a rate of 3.64% until paid in full [*see* DE 35] is denied.

DISCUSSION OF BACKGROUND FACTS AND PROCEDUAL HISTORY OF THE CASE

The Court hereby incorporates its findings of facts from its prior Opinions and Orders in this case entered as DE 29 and DE 35, and adds the following factual and procedural information. After an evidentiary hearing to determine the amount of Debtor's damage award resulting from the Court's finding of Landlord's willful violation of the automatic stay, the Court entered its Order awarding in favor of Debtor a judgment for actual damages in the amount of $733 pursuant to the mandate of 11 U.S.C. § 362(k)(1), and finding the conduct of Landlord to be in bad faith and reckless disregard of the law, the Court, in its discretion, awarded Debtor a judgment for punitive damages equivalent to five (5) times the amount of actual damages, or $3,665, for a total judgment

amount of $4,398 with interest accruing daily at 3.64% from the date of entry of the Order on February 27, 2026 until the judgment is paid in full. [DE 35] Landlord filed an Emergency Motion to Extend Time for Filing Notice of Appeal [DE 32], which the Court granted on March 2, 2026. [DE 38] The Notice of Appeal was then filed on March 6, 2026 [DE 42] but Landlord took no action to stay Debtor's enforcement of the judgment until apparently prompted by Debtor's Motion to Enforce the Court's Sanction Order and Compel Payment, which asserts – correctly – that FED. R. BANKR. P. 8007 requires a motion to impose a stay of a bankruptcy court's judgment, order or decree while an appeal is pending. [DE 75] Finally on April 28, 2026, Landlord filed its Motion, which the Court now considers, to stay the enforcement of the Court's judgment order pending the outcome of its appeal to the United States District Court for the Western District of Tennessee. [DE 82]

Reviewing the statements of facts and arguments set forth in Landlord's Motion, and based on Counsel's statements at the hearings on the matters now before the Court,[1] the Court is left with the impression that Counsel is playing fast and loose with the facts or, at the very least, inattentive to and unfamiliar with the Court's findings in its prior Orders. Landlord begins by alleging:

> [T]his Court held that [Landlord] committed a willful violation of the automatic stay based upon a finding that on November 5, 2025, [Debtor] emailed [Landlord] that she had filed a pro se Chapter 7 Voluntary Petition under Case No. 25-25681. But based upon [Debtor's] own admissions in her filings, this is simply untrue. Neither [Landlord] nor its legal counsel had any knowledge of [Debtor's] bankruptcy filing until December 8, 2025, when [Debtor] contacted the offices of Glankler Brown.

[1] There are two other matters currently pending in this case and under advisement at present: the Debtor's Motion to Enforce Sanctions Order and Compel Payment [DE 75] and Landlord's Response thereto. [DE 81] The Court held its initial hearing on these matters on May 6, 2026, and after hearing statements of the parties, continued the matters over to May 20, 2026 at which time the Court took the matters under advisement.

[DE 82 ¶ B.1.] These averments are in direct contradiction of the Court's findings [DE 29] based on the record before it. In its Opinion, the Court found that

> the Debtor, acting *pro se*, commenced this case under Chapter 7 of the Bankruptcy Code on November 5, 2025. Debtor listed her unexpired residential lease on Schedule G of her bankruptcy petition [DE 1] and also listed her landlord on the attached Creditor Matrix. [DE 1-2] The Bankruptcy Court accordingly entered its Notice of Chapter 7 Bankruptcy Case stating that the order for relief had been entered [DE 2] *and the Bankruptcy Noticing Center sent notice of the bankruptcy filing to, among others, Southwind Lakes Apartments via first class mail on November 7, 2025. [DE8]* (emphasis added)

Opinion and Order Granting Debtor's Motion for Sanctions for Willful Violation of the Automatic Stay, DE 29, p. 2. Further, Landlord stresses that "[Debtor] admits that she did not list [Landlord] on her Schedule D, E, or F listing of Creditors. On her Schedule G, [Debtor] lists 'Southwind Lakes Apartments' as a Creditor and provided a contact address of '8210 Storr Drive, Memphis, TN 38125.'" [DE 82 ¶ B.1.] (emphasis in original) The Court pointed out to Counsel at the hearing, and Debtor contended in her Response [DE 85] that neither Schedules D, E nor F is the appropriate place to list this Creditor, and Debtor correctly listed her Landlord on Schedule G, where executory contracts and unexpired leases (i.e., landlords) are always listed on a bankruptcy petition. Debtors and debtors' counsel rarely list on the petition a landlord's attorney, since this information is generally unknown to debtors and debtors' counsel until such time, if ever, a landlord or landlord's counsel makes an appearance in the case.[2] The Court also noted at the hearing that Landlord's mailing address provided by Debtor on the Bankruptcy Petition for notices — and where the Bankruptcy Noticing Center's notice to Landlord of the bankruptcy filing was accordingly mailed

[2] Despite Landlord's counsel arguing that counsel was not "listed in the Bankruptcy filings…[or matrix]" [DE 82 ¶ B.1.], no Bankruptcy Code section nor rule requires additional notice to counsel.

on November 7, 2025 — is the same street address listed for Landlord on Landlord's website at www.southwindlakestn.com.[3]

Landlord's Motion is primarily focused on the fact that an email sent by the Debtor to Landlord on November 5, 2025 to personally notify Landlord of her pending bankruptcy case was allegedly sent to an incorrect email address. [DE 82 ¶ B.1.] The Court noted at the hearing, however, and Debtor contends in her Opposition to the Motion to Stay [DE 85] that the email address for Landlord utilized by the Debtor — propsouthwindslakes@precisionmngmt.com — is the same email address listed on the Landlord's website at www.southwindlakestn.com.[4] There was no evidence presented to suggest that Debtor's email was returned undelivered, and Landlord failed to raise any such argument — even "in passing" — at the hearing on the Debtor's Motion for Sanctions [DE 12] on January 7, 2026.[5]

Debtor also avers in her Response [DE 85], and the Court found in its Opinion [DE 29], that out of an abundance of caution, Debtor also placed a telephone call to her property manager on November 7, 2025, making Landlord's agent aware of the bankruptcy filing. There has been no evidence presented to contradict this fact.

Because it was unknown to the Court whether Landlord's law firm, Glankler Brown, PLLC, had any notice of the Debtor's bankruptcy filing prior to notification by the Debtor via email on December 8, 2025 [DE 29], the Court did not find sanctions against Landlord's counsel

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[3] *See* FED. R. BANKR. P. 9006(e) ("Service by mail of process, any other document, or notice is complete upon mailing.").

[4] The Court notes that, as of the date of the drafting of this Opinion and Order, Landlord has not updated its contact information on its website to reflect any necessary correction to its street nor email address.

[5] The Court notes that "[t]ypically, 'arguments raised in passing . . . but not squarely argued, are considered waived.'" *Yates Real Est., Inc. v. Plainfield Zoning Bd. of Adjustment*, 404 F. Supp. 3d 889, n. 28 (D. N.J. 2019)(collecting cases).

warranted — nor did it assess sanctions against Landlord's counsel — under the facts presented in this particular case. [6]

At a subsequent hearing on May 20, 2026, Landlord's Counsel offered as additional argument the fact that Debtor has failed to execute collection of her $4,398 (plus per diem interest) judgment award by failing to attempt a garnishment of Landlord's assets. Debtor responded by asserting her lack of sophistication in such matters, and indicated that she assumed the funds — which on the date of judgment totaled less than $5,000 — would be paid directly to her by Landlord. *See* DE 35.

It is against this factual account that the Court considers the Motion and Response at hand.

LAW AND ANALYSIS

The Court begins its analysis with the applicable provisions of Bankruptcy Rule 8007, set forth as follows:

> **Rule 8007. Stay Pending Appeal; Bond; Suspending Proceedings**
> **(a) Initial Motion in the Bankruptcy Court.**
> (1) ***In General***. Ordinarily, a party must move first in the bankruptcy court for the following relief:
> (A) a stay of the bankruptcy court's judgment, order or decree pending appeal;
> (B) the approval of a bond or other security provided to obtain a stay of judgment;
> (C) an order suspending, modifying, restoring, or granting an injunction while an appeal is pending; or
> (D) an order suspending or continuing proceedings or granting other relief permitted by (e).
>
> ***
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> **(e) Continuing Proceedings in the Bankruptcy Court.** Despite Rule 7062 — but subject to the authority of the district court, BAP, or court of appeals — while the appeal is pending, the bankruptcy court may:
> (1) suspend or order the continuation of other proceedings in the case; or
> (2) issue an appropriate order to protect the rights of all parties in interest.

[6] The Court did find that monetary sanctions were appropriately awarded against Glankler Brown, PLLC in two other cases. *See In re Milner*, Case No. 25-23473 at DE 47 & 53 , and *In re Cain*, Case No. 25-25913 at DE 31 & 37.

FED. R. BANKR. P. 8007. A bankruptcy court's decision to grant or deny a motion for a stay pending appeal is highly discretionary. *Miller v. Sullivan (In re Wylie)*, 635 B.R. 479, 484 (Bankr. E.D. Mich. 2021) (citations omitted). The moving party bears the burden of proof, by a preponderance of the evidence, that it is entitled to the stay. *Id.* at 483 (citations omitted).

The factors to be applied by bankruptcy courts when deciding whether to grant a stay pending appeal are well established and are set forth by the Sixth Circuit as follows: (1) the likelihood that the movant will prevail on the merits of the appeal; (2) the likelihood that the movant will be irreparably harmed absent the stay; (3) the prospect that others will be harmed if the court grants the stay; and (4) the public interest in granting the stay. *Michigan Coal. of RadioActive Material Users, Inc. v. Griepentrog,* 945 F.2d 150, 153-54 (6th Cir. 1991) (citations omitted). With these factors prescribed, the Court now considers the Motion at bar.

1. Likelihood that Movant will prevail on the merits of the appeal

Although the District Court will ultimately determine whether to alter or reverse the judgments now on appeal, this Court finds that there is little probability[7] that its Opinion [DE 29] or Order [DE 35] Granting Debtor's Motion for Sanctions will be overturned. In reaching its decisions, the Court carefully examined and considered the record and pertinent law and authorities before rendering its decision finding Landlord's conduct to be a willful violation of the automatic stay and subsequently determining the amount of the damage award. Hearing no new evidence nor argument to give the Court pause, the Court remains confident that its decisions were sound, well-reasoned, correct and therefore likely to withstand appellate scrutiny for all of the reasons stated in its Opinion [DE 29] and Order [DE 35]. Movant has failed to establish, by a

[7] "To justify the granting of a stay [pending appeal], a movant need not always establish a high probability of success on the merits. . . . [However], the movant is always required to demonstrate more than the mere 'possibility' of success on the merits.'" *In re Wylie*, 635 B.R. at 483 (quoting *Griepentrog*, 945 F.2d at 154). Landlord has failed to carry this burden.

preponderance of the evidence, any likelihood of reversal or success on the merits of the pending appeal. As stated above, this Court is left with the impression that Counsel is playing fast and loose with the facts of this case or is completely unfamiliar with the Court's findings. This Court found three separate grounds in which the Landlord had notice of the bankruptcy.[8] Any one of those would be sufficient notice to Landlord.

> In this case, the Bankruptcy Noticing Center sent notice of the bankruptcy filing and the order for relief to Landlord via first class mail on November 7, 2025. [DE 8] Even if, for some reason, Landlord did not receive the BNC's notice (which it has not alleged), it absolutely received actual knowledge when Debtor personally made Landlord aware of her Chapter 7 filing via email to the property manager on November 5, 2025, followed by a telephone conversation with the property manager on November 7, 2025. [DE 20]

[DE 29].

Accordingly, the Court finds that the first factor weighs against granting Landlord's Motion for a stay pending appeal. "The Court's conclusion about this first stay factor is alone fatal to the Stay Motion" under the Sixth Circuit's *Griepentrog* decision, which held that "even if a movant demonstrates irreparable harm that decidedly outweighs any potential harm to the [opposing parties] if a stay is granted, he is still required to show, at a minimum, 'serious questions going to the merits.'" *In re Wylie*, 635 B.R. at 484, quoting *Griepentrog*, 945 F.2d at 154 (citations omitted). Nevertheless, the Court will discuss the remaining factors in turn.

2. <u>Likelihood that Movant will be irreparably harmed absent a stay</u>

Bankruptcy Courts are directed to consider three (3) factors when considering the irreparable harm element: (1) the substantiality of the injury alleged; (2) the likelihood of its occurrence; and (3) the adequacy of the proof provided. *In re Thomas*, 565 B.R. 856, 866 (Bankr.

[8] Landlord's Motion attempts to attack two of three methods of notice this Court found as proper, but completely ignored the actual telephone call Debtor made to the property manager on November 7, 2025.

W.D. Tenn. 2017) (citing *Griepentrog*, 945 F.2d at 154 (citations omitted)). The *Thomas* Court went on to state that

> [t]he harm alleged must be both certain and immediate, rather than speculative or theoretical. The United States Supreme Court has said that one must remember, when looking at the degree of the harm or injury that "[t]he key word in this consideration is *irreparable*. Mere injuries, however substantial, in terms of money, time and energy necessarily expended in the absence of a stay, are not enough. The possibility that adequate compensatory or other corrective relief will be available at a later date, in the ordinary course of litigation, weighs heavily against a claim of irreparable harm." *Sampson v. Murray,* 415 U.S. 61, 90, 94 S. Ct. 937, 39 L.Ed.2d 166 (1974) (citation omitted). Also, "in order to substantiate a claim that irreparable injury is likely to occur, a movant must provide some evidence that the harm has occurred in the past and is likely to occur again. *Griepentrog,* 945 F.2d at 154.

In re Thomas, 565 B.R. at 866-67.

Regarding the "irreparably harmed" factor, Landlord argues that if the Court's judgment award is reduced or reversed altogether on appeal, it would put Landlord in the "difficult" position of locating Debtor and initiating collection litigation for the amounts paid pursuant to the judgment. [DE 82 ¶ B.3.] Such a litigation effort, Landlord asserts, "will be costly, intrusive, and disruptive for both [Landlord] and [Debtor.]" *Id.* This argument is precisely addressed by the language of the Supreme Court's decision in *Sampson v. Murray* cited above: "[t]he key word in this consideration is *irreparable*. Mere injuries, however substantial, *in terms of money, time and energy necessarily expended in the absence of a stay, are not enough. The possibility that adequate compensatory or other corrective relief will be available at a later date, in the ordinary course of litigation, weighs heavily against a claim of irreparable harm."* 415 U.S. at 90 (emphasis added).

Landlord has failed to allege any "irreparable harm" other than the inconvenience of collecting any funds paid to Debtor pursuant to this Court's prior Opinion and Orders. This

Bankruptcy Court has observed that as a general rule, Landlords — especially with the assistance of competent counsel — are well versed and adept at collection actions in this Court and others.

For the reasons stated herein, the Court finds that Landlord has failed to establish the "irreparable injury" factor by a preponderance of the evidence.

3. Harm to others if the Court grants the stay

It is not lost on the Court that Landlord avers that it would suffer harm if the Court denies its Motion for a stay pending appeal by being put in the "difficult position" of being forced to institute collection efforts in the event the Court's ruling is reversed by the District Court, yet asserts in its Motion that "any delay in payment will not prejudice or harm [Debtor]" [DE 82 ¶ B.3.], and argued at the hearing that this pro se Debtor — instead of receiving direct payment from Landlord — should be expected to be put in a "difficult position" of attempting garnishing Landlord's assets in order to collect her judgment award of $4,398 (plus per diem interest). Debtor's Chapter 7 bankruptcy case has not yet reached the discharge and she is attempting, through relief from this Court, to reap the benefits of the fresh start intended by the Bankruptcy Code. A realization of the monetary judgment awarded in her favor by this Court would undoubtedly help to eliminate her financial burdens and uncertainty. The Court finds that Debtor would be the party harmed if the Court grants Landlord's Motion for a stay pending appeal, and this factor therefore tilts the scales against granting the Motion.

4. Public Interest in Granting the Stay

"[T]he timely and efficient administration of court proceedings serves the public interest and there is a 'great public policy' in ensuring bankruptcy cases continue to an orderly and efficient resolution." *In re Session*, 622 B.R. 102, 108 (Bankr.S.D. Ala. 2020) (citations omitted). Further, "the prompt and efficient resolution of cases is in the public interest. Such goal is not served by

unnecessarily prolonged litigation. . . . Unwarranted delay and appeals have the potential to burden courts, needlessly occupy dockets, waste limited judicial resources and prejudice litigants." *Id.* This Court agrees. The appeal pending in the District Court is likely to extend into years, undermining the Chapter 7 Debtor's fresh start and the goals and purposes of the Bankruptcy Code.

Landlord has failed to establish any public interest to be served by institution of a stay pending this appeal. The Court accordingly finds that the public interest factor weighs in support of denying Landlord's Motion for a stay pending appeal.

CONCLUSION

Based on the facts presented and reasons set forth above, the Court finds that Landlord's Motion [DE 82] for a stay pending the appeal of the Court's Opinion [DE 29] and Order [DE 35] is DENIED. The Bankruptcy Court Clerk shall serve a copy of this Opinion and Order on the following interested parties:

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