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UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Ronald H. Sargis
Chief Bankruptcy Judge
Sacramento, California

January 6, 2022 at 10:00 a.m.

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1. 21-21424-E-7 **ROBERT MOHR** **MOTION FOR ENTRY OF DEFAULT JUDGMENT**
21-2073 **BHS-1 David Foyil** **12-3-21 [15]**

HUSTED V. MOHR, JR.

Items 1 thru 2

Tentative Ruling: Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

Local Rule 9014-1(f)(1) Motion—Hearing Required.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Defendant and Office of the United States Trustee on December 3, 2021. By the court's calculation, 34 days' notice was provided. 28 days' notice is required.

The Motion for Entry of Default Judgment has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1) and Federal Rule of Bankruptcy Procedure 4004(a). Failure of the respondent and other parties in interest to file written opposition at least fourteen days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995) (upholding a court ruling based upon a local rule construing a party's failure to file opposition as consent to grant a motion). The defaults of the non-responding parties and other parties in interest are entered.

The Motion for Entry of Default Judgment is xxxxxxx.

Kimberly J. Husted, Chapter 7 Trustee ("Plaintiff-Trustee") filed the instant Motion for Default Judgment on December 3, 2021. Dckt. 15. Plaintiff-Trustee seeks an entry of default judgment against Richard Brendan Mohr, Jr. ("Defendant") in the instant Adversary Proceeding No. 21-2073-E.

The instant Adversary Proceeding was commenced on October 14, 2021. Dckt. 1. The summons was issued by the Clerk of the United States Bankruptcy Court on October 14, 2021. Dckt. 3.

The complaint and summons were properly served on Defendant. Dckt. 6.

Defendant failed to file a timely answer or response or request for an extension of time. Default was entered against Defendant pursuant to Federal Rule of Bankruptcy Procedure 7055 by the Clerk of the United States Bankruptcy Court on November 22, 2021. Dckt. 14.

REVIEW OF COMPLAINT

Plaintiff-Trustee filed a complaint against Defendant praying for entry of judgment in the amount of $23,700.00. The Complaint contains the following general allegations as summarized by the court:

A. Defendant is the father of Debtor, Robert Brendan Mohr ("Debtor").

B. Debtor filed a Chapter 13 case on April 19, 2021, which was later converted to a Chapter 7 liquidation case on May 17, 2021.

C. Plaintiff-Trustee was appointed as the Chapter 7 Trustee to administer Debtor's Chapter 7 bankruptcy estate on May 18, 2021.

D. On or about April 19, 2020 through April 19, 2021, Debtor paid to Defendant at least $23,700.00 on an antecedent debt.

E. Under 11 U.S.C. § 547(b), the transfer is a transfer of an interest of the Debtor occurring within 1 year of the filing of debtor's bankruptcy while Debtor was insolvent.

Prayer for Relief

Plaintiff-Trustee prays for an entry of judgment to consider the payments made between April 19, 2020 through April 19, 2021 as preferential. Plaintiff-Trustee requests that judgment be entered against Defendant in the amount of $23,700.00.

APPLICABLE LAW

Federal Rule of Civil Procedure 55 and Federal Rule of Bankruptcy Procedure 7055 govern default judgments. *Cashco Fin. Servs. v. McGee (In re McGee)*, 359 B.R. 764, 770 (B.A.P. 9th Cir. 2006). Obtaining a default judgment is a two-step process which requires: (1) entry of the defendant's default, and (2) entry of a default judgment. *Id.*

Even when a party has defaulted and all requirements for a default judgment are satisfied, a claimant is not entitled to a default judgment as a matter of right. 10 MOORE'S FEDERAL PRACTICE—CIVIL ¶ 55.31 (Daniel R. Coquillette & Gregory P. Joseph eds. 3d ed.). Entry of a default judgment is within the discretion of the court. *Eitel v. McCool*, 782 F.2d 1470, 1471 (9th Cir. 1986). Default judgments are not favored, because the judicial process prefers determining cases on their merits whenever reasonably possible. *Id.* at 1472. Factors that the court may consider in exercising its discretion include:

(1) the possibility of prejudice to the plaintiff,
(2) the merits of plaintiff's substantive claim,
(3) the sufficiency of the complaint,
(4) the sum of money at stake in the action,
(5) the possibility of a dispute concerning material facts,
(6) whether the default was due to excusable neglect, and
(7) the strong policy underlying the Federal Rules of Civil Procedure favoring decisions on the merits.

Id. at 1471–72 (citing 6 MOORE'S FEDERAL PRACTICE—CIVIL ¶ 55-05[s], at 55-24 to 55-26 (Daniel R. Coquillette & Gregory P. Joseph eds. 3d ed.)); *Kubick v. FDIC (In re Kubick)*, 171 B.R. 658, 661–62 (B.A.P. 9th Cir. 1994).

In fact, before entering a default judgment the court has an independent duty to determine the sufficiency of Plaintiff-Trustee's claim. *Id.* at 662. Entry of a default establishes well-pleaded allegations as admitted, but factual allegations that are unsupported by exhibits are not well pled and cannot support a claim. *In re McGee*, 359 B.R. at 774. Thus, a court may refuse to enter default judgment if Plaintiff-Trustee did not offer evidence in support of the allegations. *See id.* at 775.

DISCUSSION

Preferential Transfers under 11 U.S.C. § 547(b)

11 U.S.C. § 547(b) governs a Trustee's ability to recover payments made within the year prior to a bankruptcy filing. To establish a preference action, the following elements must be met: (1) a transfer of debtor's property to or for the benefit of a creditor; (2) for an antecedent debt owed by the debtor; (3) made while debtor was insolvent; (4) made either within 90 days before the date of filing the petition or within one year if such creditor was an insider; and (5) enables creditor to receive more than they would if (A) the case were under Chapter 7; (B) the transfer had not been made; and (C) creditor received payment of such debt to the extent provided by the provisions of this title. 11 U.S.C. § 547(b).

An "insider" for purposes of 11 U.S.C. § 547(b) is defined under 11 U.S.C. § 101(31). If the debtor is an individual, as Debtor is here, an insider is either (I) a relative of the debtor or of a general partner of the debtor; (ii) partnership in which the debtor is a general partner; (iii) general partner of the debtor; or (iv) corporation of which the debtor is a director, officer, or person in control.

(1) Transfer of Debtor's Property to Defendant

Here, from April 19, 2020 through April 19, 2021, Debtor paid Defendant $23,700.00. Motion at 4, Dckt. 15.

(2) On Debtor's Antecedent Debt

Debtor was paying Defendant for an antecedent debt from a loan dated December 5, 2018. Motion at 4, Dckt. 15.

(3) While Debtor Was Insolvent

Debtor owed unsecured creditors $488,912.36 at the time of the bankruptcy petition. Plaintiff-Trustee failed to provide evidence that Debtor was insolvent within the year prior to the filing of the bankruptcy petition. However, after review of Debtor's Amended Business Income and Expenses, within the previous twelve months prior to filing their petition, Debtor's average net monthly income from their business was $3,911.54. Dckt. 24 at 25. Assuming Debtor's expenses were $5,959.14 for the previous twelve months, as stated as their current expenses in their Schedule J, Debtor would have been insolvent for the year leading up to their filing bankruptcy.

(4) Made to an Insider Prior to One Year of Filing

Here, under 11 U.S.C. § 101(31), Defendant is an insider because he is the father of Debtor. Additionally, payments of $23,700.00 were made within on year prior to filing, from April 19, 2020 to April 19, 2021 (bankruptcy filing date).

(5) Enabling Creditor to Receive More

This is a no asset case. As such, Creditor would not have received any payments within the one year period had the transfer not been made and the case were under Chapter 7.

All elements are satisfied to determine this is a preferential transfer. As such, pursuant to 11 U.S.C. § 547(b), Plaintiff-Trustee would have the ability to recover the payments made within the one year period.

Defendant's Response

On December 9, 2021, Defendant filed a response to the Motion asking the court to set the default aside. Dckt. 20. Defendant claims they never received the certified letter that was supposedly sent to him from Trustee's Attorney on October 14, 2021, the complaint. Defendant, however, did receive the notice of Default on or about November 22, 2021. Defendant then contacted Attorney Spitzer who informed Defendant of the previous letter. Defendant states giving back the $23,700.00 would create significant financial hardship on him.

Plaintiff-Trustee's Response

Plaintiff-Trustee filed a response to Defendant's response on December 20, 2021. Dckt. 21. Plaintiff-Trustee states Defendant is being disingenuous. Plaintiff-Trustee states Defendant must have received the Complaint because he knew of the Status Conference which was in the same envelope of the Complaint. Additionally, Defendant's wife confirmed Defendant received the complaint. Plaintiff-Trustee requests Court enter default judgment.

January 6, 2022 Hearing

At the hearing, XXXXXXXXXX

~~**RULING**~~

~~The court grants the default judgment in favor of Plaintiff-Trustee and against Defendant~~

~~Richard Brendan Mohr, Jr. in the amount of $23,700.00 and holds that the transfers one year prior to Debtor's filing was preferential.~~

~~The court shall issue an order substantially in the following form holding that:~~

~~Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.~~

~~The Motion for Entry of Default Judgment filed by Kimberly J. Husted, Chapter 7 Trustee ("Plaintiff-Trustee") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,~~

~~**IT IS ORDERED** that the Motion for Entry of Default Judgment is granted. The court shall enter judgment determining that the transfers made by Robert Brendan Mohr ("Debtor") to Richard Brendan Mohr, Jr. ("Defendant") during the period of April 19, 2020 and April 19, 2021 were preferential. As such, judgment is entered against Defendant in the amount of $23,700.00.~~

~~Counsel for Plaintiff-Trustee shall prepare and lodge with the court a proposed judgment consistent with this Order.~~

2. 21-21424-E-7 ROBERT MOHR
21-2073
HUSTED V. MOHR, JR.

CONTINUED STATUS CONFERENCE RE: COMPLAINT
10-14-21 [1]

Plaintiff's Atty: Barry H. Spitzer
Defendant's Atty: Pro Se

Adv. Filed: 10/14/21
Answer: 12/10/21

Nature of Action:
Recovery of money/property - preference

Notes:
Application by Trustee to Defer Payment of Fee for Filing Complaint filed 10/14/21 [Dckt 9]; Order granting filed 10/21/21 [Dckt 10]

Request for Entry of Default by Plaintiff [Richard Brendan Mohr, Jr.] filed 11/22/21 [Dckt 12]; Entry of Default and Order Re: Default Judgment Procedures filed 11/22/21 [Dckt 14]

[BHS-1] Plaintiff Kimberly J. Husted's Request for a Default Judgment Against Defendant Richard Brendan Mohr, jr. on Plaintiff's Complaint to Recover Preferential Payments filed 12/3/21 [Dckt 15], set for hearing 1/6/22 at 10:00 a.m.

Response to Motion for Default Judgment/Answer to Complaint filed 12/10/21 [Dckt 20]

[CAE-1] Plaintiff Kimberly J. Husted's Status Conference Statement filed 12/20/21 [Dckt 24]

The Status Conference is xxxxxxx

Kimberly Husted, the Plaintiff-Trustee, has filed a Complaint alleging that Defendant Richard Mohr, Jr. received $23,700.00 in payments made by Debtor that may be avoided pursuant to 11 U.S.C. § 547 and the monies recovered by the Bankruptcy Estate in the Robert Mohr Chapter 7 case (21-21424).

When an answer was not filed, Defendant's default was entered and Plaintiff-Trustee filed a Motion for Entry of a Default Judgment. Motion, Dckt. 15. The hearing on the Motion for Entry of Default Judgment is set for January 6, 2022.

On December 10, 2021, Defendant filed an Ex Parte Motion to set aside the default and any default judgment that might be entered. Dckt. 20. No hearing was set on the *Ex Parte* Motion. The *Ex Parte* Motion recounts communication challenges with Plaintiff-Trustee's counsel and the financial challenges Defendant would face it he was required to pay back the monies received from Debtor.

As bankruptcy attorneys well know, Congress has created an objective, nondiscretionary avoidance of payments made by a debtor to creditors, to creditor for *bona fide* antecedent (not payments for new consideration given).

The Plaintiff-Trustee alleges that $23,700.00 in payments were made by Robert Mohr, the Debtor, to Richard Mohr, Jr., the Defendant. The Plaintiff-Trustee does not assert that such transfers were a fraudulent conveyance (11 U.S.C. § 548), but "only" that they fall within the bankruptcy preference period created by Congress which Plaintiff Trustee seeks to recover.

January 5, 2022 Hearing

At the Status Conference, the court continued the matter to January 6, 2022.

January 6, 2022 Hearing

At the Status Conference, **xxxxxxx**

3. **21-23955-E-7** **MARK ECENBARGER** **MOTION FOR RELIEF FROM**
DBJ-1 **Jeffrey Ogilvie** **AUTOMATIC STAY**
TRI COUNTIES BANK VS. **12-9-21 [13]**

Tentative Ruling: Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

Below is the court's tentative ruling, rendered on the assumption that there will be no opposition to the motion. If there is opposition presented, the court will consider the opposition and whether further hearing is proper pursuant to Local Bankruptcy Rule 9014-1(f)(2)(C).

Local Rule 9014-1(f)(2) Motion—Hearing Required.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor), Debtor's Attorney, Chapter 7 Trustee, and Office of the United States Trustee on December 9, 2021. By the court's calculation, 28 days' notice was provided. 14 days' notice is required.

The Motion for Relief from the Automatic Stay was properly set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(2). Debtor, creditors, the Chapter 7 Trustee, the U.S. Trustee, and any other parties in interest were not required to file a written response or opposition to the motion. If any of these potential respondents appear at the hearing and offer opposition to the motion, the court will set a briefing schedule and a final hearing, unless there is no need to develop the record further. If no opposition is offered at the hearing, the court will take up the merits of the motion. At the hearing, ----------.

The Motion for Relief from the Automatic Stay is granted.

Tri Counties Bank ("Movant") seeks relief from the automatic stay with respect to Mark Evan Ecenbarger's ("Debtor") real property commonly known as 18490 Gas Point Road, Cottonwood, California 96022 ("Property"). Movant has provided the Declaration of Ron Scribner to introduce evidence to authenticate the documents upon which it bases the claim and the obligation secured by the Property.

Movant argues Debtor executed a deed of trust in favor of movant, granting Movant a security interest in the Property. Due to lack of payments, Movant proceeded to foreclose on the property. A Trustee's sale was held and a trustee's Deed issued in favor of Movant for the property on October 15, 2021. As such, Debtor has no equitable interest in the property and the property currently belongs to Movant.

DISCUSSION

11 U.S.C. § 362(d)(2)

Once a movant under 11 U.S.C. § 362(d)(2) establishes that a debtor or estate has no equity in property, it is the burden of the debtor or trustee to establish that the collateral at issue is necessary to an effective reorganization. 11 U.S.C. § 362(g)(2); *United Sav. Ass'n of Texas v. Timbers of Inwood Forest Assocs. Ltd.*, 484 U.S. 365, 375–76 (1988). Based upon the evidence submitted, the court determines that there is no equity in the Property for either Debtor or the Estate. 11 U.S.C. § 362(d)(2). Movant having foreclosed on the property prior to filing for bankruptcy, Debtor has no ownership interest in the property and as such has no equity.

The court shall issue an order terminating and vacating the automatic stay to allow Movant, and its agents, representatives and successors, and all other creditors having lien rights against the Property, to conduct a nonjudicial foreclosure sale pursuant to applicable nonbankruptcy law and their contractual rights, and for any purchaser, or successor to a purchaser, at the nonjudicial foreclosure sale to obtain possession of the Property.

Request for Attorneys' Fees

In the Motion, almost as if an afterthought, Movant requests that it be allowed attorneys' fees. The Motion does not allege any contractual or statutory grounds for such fees (other than to state Movant seeks the fees "pursuant to the Security Agreement"). No dollar amount is requested for such fees. No evidence is provided of Movant having incurred any attorneys' fees or having any obligation to pay attorneys' fees. Based on the pleadings, the court would either: (1) have to award attorneys' fees based on grounds made out of whole cloth, or (2) research all of the documents and California statutes and draft for Movant grounds for attorneys' fees, and then make up a number for the amount of such fees out of whole cloth. The court is not inclined to do either.

Furthermore, a claim for attorney's fees and related nontaxable expenses must be made by motion unless the substantive law requires those fees to be proved at trial as an element of damages. FED. R. CIV. P. 54(d)(2)(A); FED. R. BANKR. P. 7054, 9014.

Request for Waiver of Fourteen-Day Stay of Enforcement

Federal Rule of Bankruptcy Procedure 4001(a)(3) stays an order granting a motion for relief from the automatic stay for fourteen days after the order is entered, unless the court orders otherwise. Movant requests, for no particular reason, that the court grant relief from the Rule as adopted by the United States Supreme Court. With no grounds for such relief specified, the court will not grant additional relief merely stated in the prayer.

Movant has not pleaded adequate facts and presented sufficient evidence to support the court waiving the fourteen-day stay of enforcement required under Federal Rule of Bankruptcy Procedure 4001(a)(3), and this part of the requested relief is not granted.

No other or additional relief is granted by the court.

The court shall issue an order substantially in the following form holding that:

> Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Relief from the Automatic Stay filed by Tri Counties Bank ("Movant") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the automatic stay provisions of 11 U.S.C. § 362(a) are vacated to allow Movant, its agents, representatives, and successors, and trustee under the trust deed, and any other beneficiary or trustee, and their respective agents and successors under any trust deed that is recorded against the real property commonly known as 18490 Gas Point Road, Cottonwood, California 96022 , California ("Property") to secure an obligation to exercise any and all rights arising under the promissory note, trust deed, and applicable nonbankruptcy law to conduct a nonjudicial foreclosure sale and for the purchaser at any such sale to obtain possession of the Property.

IT IS FURTHER ORDERED that the fourteen-day stay of enforcement provided in Federal Rule of Bankruptcy Procedure 4001(a)(3) is not waived for cause.

No other or additional relief is granted.

Attorney's fees and costs, if any, shall be requested as provided by Federal Rule of Civil Procedure 54 and Federal Rules of Bankruptcy Procedure 7054 and 9014.

FINAL RULINGS

4. 21-23357-E-7 JHK-1 — ELIZABETH MEJIA — Mark Shmorgon — MOTION FOR RELIEF FROM AUTOMATIC STAY — 11-18-21 [18]
FORD MOTOR CREDIT COMPANY LLC VS.

Final Ruling: No appearance at the January 6, 2022 hearing is required.

Local Rule 9014-1(f)(1) Motion—Hearing Required.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor's Attorney, Chapter 7 Trustee, parties requesting special notice, and Office of the United States Trustee on November 18, 2021. By the court's calculation, 49 days' notice was provided. 28 days' notice is required.

The Motion for Relief from the Automatic Stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Failure of the respondent and other parties in interest to file written opposition at least fourteen days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995) (upholding a court ruling based upon a local rule construing a party's failure to file opposition as consent to grant a motion). The defaults of the non-responding parties and other parties in interest are entered.

The Motion for Relief from the Automatic Stay is granted.

Ford Motor Credit Company LLC ("Movant") seeks relief from the automatic stay with respect to an asset identified as a 2020 Ford Edge, VIN ending in 4298 ("Vehicle"). The moving party has provided the Declaration of Kristie Pone to introduce evidence to authenticate the documents upon which it bases the claim and the obligation owed by Elizabeth Mejia ("Debtor").

Movant argues Debtor has not made two post-petition payments, with a total of $1,992.68 in post-petition payments past due. Declaration, Dckt. 21. Another payment came due on December 1, 2021.

J.D. Power Valuation Report Provided

Movant has also provided a copy of the J.D. Power Valuation Report for the Vehicle. The Report has been properly authenticated and is accepted as a market report or commercial publication generally relied on by the public or by persons in the automobile sale business. FED. R. EVID. 803(17).

TRUSTEE'S NONOPPOSITION

Trustee filed a nonopposition to the Motion on November 29, 2021.

DISCUSSION

From the evidence provided to the court, and only for purposes of this Motion for Relief, the debt secured by this asset is determined to be $60,884.09 (Declaration, Dckt. 21), while the value of the Vehicle is determined to be $36,800.00, as stated as the adjusted clean retail value of the vehicle in the J.D. Power valuation, which is slightly more than what is stated in Schedules A/B and D filed by Debtor.

11 U.S.C. § 362(d)(1): Grant Relief for Cause

Whether there is cause under 11 U.S.C. § 362(d)(1) to grant relief from the automatic stay is a matter within the discretion of a bankruptcy court and is decided on a case-by-case basis. *See J E Livestock, Inc. v. Wells Fargo Bank, N.A. (In re J E Livestock, Inc.)*, 375 B.R. 892 (B.A.P. 10th Cir. 2007) (quoting *In re Busch*, 294 B.R. 137, 140 (B.A.P. 10th Cir. 2003)) (explaining that granting relief is determined on a case-by-case basis because "cause" is not further defined in the Bankruptcy Code); *In re Silverling*, 179 B.R. 909 (Bankr. E.D. Cal. 1995), *aff'd sub nom. Silverling v. United States (In re Silverling)*, No. CIV. S-95-470 WBS, 1996 U.S. Dist. LEXIS 4332 (E.D. Cal. 1996). While granting relief for cause includes a lack of adequate protection, there are other grounds. *See In re J E Livestock, Inc.*, 375 B.R. at 897 (quoting *In re Busch*, 294 B.R. at 140). The court maintains the right to grant relief from stay for cause when a debtor has not been diligent in carrying out his or her duties in the bankruptcy case, has not made required payments, or is using bankruptcy as a means to delay payment or foreclosure. *W. Equities, Inc. v. Harlan (In re Harlan)*, 783 F.2d 839 (9th Cir. 1986); *Ellis v. Parr (In re Ellis)*, 60 B.R. 432 (B.A.P. 9th Cir. 1985). The court determines that cause exists for terminating the automatic stay, including defaults in post-petition payments that have come due. 11 U.S.C. § 362(d)(1); *In re Ellis*, 60 B.R. 432.

11 U.S.C. § 362(d)(2)

A debtor has no equity in property when the liens against the property exceed the property's value. *Stewart v. Gurley*, 745 F.2d 1194, 1195 (9th Cir. 1984). Once a movant under 11 U.S.C. § 362(d)(2) establishes that a debtor or estate has no equity in property, it is the burden of the debtor or trustee to establish that the collateral at issue is necessary to an effective reorganization. 11 U.S.C. § 362(g)(2); *United Sav. Ass'n of Texas v. Timbers of Inwood Forest Assocs. Ltd.*, 484 U.S. 365, 375–76 (1988). Based upon the evidence submitted, the court determines that there is no equity in the Vehicle for either Debtor or the Estate. 11 U.S.C. § 362(d)(2). This being a Chapter 7 case, the Vehicle is *per se* not necessary for an effective reorganization. *See Ramco Indus. v. Preuss (In re Preuss)*, 15 B.R. 896 (B.A.P. 9th Cir. 1981).

The court shall issue an order terminating and vacating the automatic stay to allow Movant, and its agents, representatives and successors, and all other creditors having lien rights against the Vehicle, to repossess, dispose of, or sell the asset pursuant to applicable nonbankruptcy law and their contractual rights, and for any purchaser, or successor to a purchaser, to obtain possession of the asset.

No other or additional relief is granted by the court.

The court shall issue an order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Relief from the Automatic Stay filed by Ford Motor Credit Company LLC ("Movant") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED the automatic stay provisions of 11 U.S.C. § 362(a) are vacated to allow Movant, its agents, representatives, and successors, and all other creditors having lien rights against the Vehicle, under its security agreement, loan documents granting it a lien in the asset identified as a 2020 Ford Edge, VIN ending in 4298 ("Vehicle"), and applicable nonbankruptcy law to obtain possession of, nonjudicially sell, and apply proceeds from the sale of the Vehicle to the obligation secured thereby.

No other or additional relief is granted.