UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Ronald H. Sargis
Bankruptcy Judge
Sacramento, California

March 3, 2015 at 1:30 p.m.

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1. 12-40512-E-13 LEVELL/VALLIE COOPER — **MOTION FOR RELIEF FROM AUTOMATIC STAY**
APN-1 Peter G. Macaluso — **2-3-15 [71]**

SANTANDER CONSUMER USA, INC.
VS.

Tentative Ruling: 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). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995).

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.

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

Correct Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor's Attorney, Chapter 13 Trustee, parties requesting special notice, and Office of the United States Trustee on February 3, 2015. By the court's calculation, 28 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). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). The defaults of the non-responding parties are entered. Upon review of the record there are no disputed material factual issues and the matter will be resolved without oral argument. The court will issue its ruling from the parties' pleadings.

The Motion for Relief From the Automatic Stay is denied without prejudice.

Levell Cooper and Vallie A. Cooper ("Debtors") commenced this bankruptcy case on November 26, 2012. Santander Consumer USA INC. ("Movant") seeks relief from the automatic stay with respect to an asset identified as a 2007 Chevrolet Colorado, VIN ending in 62477 (the "Vehicle"). The moving party has provided the Declaration of Monica Resendez to introduce evidence to authenticate the documents upon which it bases the claim and the obligation owed by the Debtor.

The Monica Resendez Declaration provides testimony that Debtor's Vehicle was a total loss after an automobile accident, and that the Movant seeks to apply the insurance proceeds from Debtors' insurance to Debtor's account. The Declaration also provides evidence that there is an outstanding balance on Debtors' account of $10,736.79.

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 $10,736.79, as stated in the Monica Resendez Declaration. The value of the Vehicle is determined to be $8,000.00, as stated in Schedules B and D filed by Debtor. Movant does not allege the current value of the vehicle, which appears to only be salvage value or the amount of the insurance proceeds it seeks to apply to the secured claim provided for in this plan.

Movant also alleges in the Motion that the Debtor is obligated to make monthly payments to Movant in the amount of $398.24. Motion, pg. 2:24-25. The Motion fails to state that there is a confirmed Chapter 13 Plan in this case and the Debtor is "obligated" to pay Movant only $287.00 a month on Movant's secured claim. Modified Chapter 13 Plan, Dckt. 62. This is more than $100.00 a month less than that stated in the Motion.

RESPONSE TO MOTION

David Cusick, the Chapter 13 Trustee, has filed a response asserting that the Debtor is only delinquent $965.00 under the confirmed plan, and has paid a total of $8,371.00 to date. Dckt. 77.

RULING

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. *In re Harlan*, 783 F.2d 839 (B.A.P. 9th Cir. 1986); *In re Ellis*, 60 B.R. 432 (B.A.P. 9th Cir. 1985). The court determines that cause does not exists for terminating the automatic stay. 11 U.S.C. § 362(d)(1); *In re Ellis*, 60 B.R. 432 (B.A.P. 9th Cir. 1985).

The existence of defaults in post-petition or pre-petition payments by itself does not guarantee Movant obtaining relief from the automatic stay. In this case, the equity cushion in the Vehicle for Movant's claim provides adequate protection such claim at this time. *In re Avila*, 311 B.R. 81, 84 (Bankr. N.D. Cal. 2004). Movant has not sufficiently established an evidentiary basis for granting relief from the automatic stay for "cause" pursuant to 11 U.S.C. § 362(d)(1).

Movant fails to disclose or adequately describe the insurance proceeds which is seeks to apply to its modest remaining secured claim. The Motion does not state the amount of proceeds requested by movant. Without description of

the amount of relief sought by the movant, it is impossible for the court to grant relief from stay. The court will not endorse a "blank check" to Santander Consumer USA Inc.

The Motion does not describe where the insurance proceeds are held. The court will not authorize a relief from automatic stay where the Movant would have the authority to collect insurance money, without the court's knowledge of which insurance carrier would be required to disburse the funds.

The Movant does not articulate to the court whether the insurance proceeds cover the remaining amount owed to Santander Consumer USA Inc. According to the Resendez Declaration, Debtor has an outstanding balance of $10,736.79 owed to Movant. However, Movant does not describe whether or not they plan to apply the recovered insurance proceeds to the outstanding balance owed to them, if the proceeds would only apply to the delinquent payments or if there is a different application sought. Without this information, there is potential for a lack of transparency in determining the amount owed to movant and whether other creditors would be negatively impacted.

Movant does not state the salvage value of the Vehicle. Even if the above issues with the Motion had been resolved, the court might not grant a motion for relief form automatic stay without a description of the recovery value of the vehicle. Without this information, the court cannot determine the proper amount to be recovered by the Movant. Santander Consumer USA Inc.'s, lien applies to Debtor's Vehicle. In order for the court to make an informed ruling, it is necessary to know the remaining value recoverable from the vehicle and apply only the proceeds tied to the Vehicle to the Movant.

The court also notes that Ms. Resendez in her declaration has testified under penalty of perjury that the collateral, the salvage value, totaled, Vehicle and the insurance proceeds, is "[d]epreciating and continues to depreciate while the property is not being paid and/or protected." Declaration, pg. 3:1-2; Dckt. 73. The court is perplexed as to how insurance proceeds or the scrap from the Vehicle can continue to be depreciating.

Ms. Resendez further testifies under penalty of perjury that the collateral is "not being paid and/or protected." *Id.* This statement under penalty of perjury is clearly false. Debtor has made the payments due under the confirmed Modified Plan and the Trustee reports that he is making distributions to Movant. Further, no explanation is provided as to how insurance proceeds and a salvage value vehicle are not being "protected."

These "gaps" in Ms. Resendez's testimony calls into question the credibility of all of her testimony. It may be as simple as Movant was suing its standard relief from form motion and declaration, with no one thinking that this was a non-routine situation. It may be a situation where Ms. Resendez's review of the declaration was interrupted by a phone call as she came to the end of the declaration and her eye skimmed it without concentrating on what they said in reliance on being represented by first rate creditor counsel. Or it may be that Ms. Resendez, and Movant, have a policy of not reviewing what the declarations say, so long as they think that it says what is necessary for Movant to prevail at the hearing. FN.1.

FN.1. Given that Movant and its counsel regularly appear in this court and other pleadings do not suffer from these issues, the court is convinced that this is human error and not a systemic problem. However, identification of

such errors and not letting them slip by reenforces for the good faith parties and their counsel that maintaining better practices is necessary for expeditiously presenting matters to the court.

Taking the above mentioned concerns into consideration, the court is unable to grant relief from the automatic stay. Therefore, the Motion is denied without prejudice.

The court shall issue a minute 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 Santanader Consumer USA Inc. (“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 Motion is denied without prejudice.

2. 11-48418-E-13 MATTHEW HOGUE
DPC-1 C. Anthony Hughes

CONTINUED NOTICE OF DEFAULT AND MOTION TO DISMISS CASE FOR FAILURE TO MAKE PLAN PAYMENTS 12-19-14 [72]

Tentative Ruling: The Notice of Default and Motion to Dismiss Case For Failure to Make Plan Payments was properly set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(3). Consequently, the Debtor, Creditors, the 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 offers 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.

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)(iii).

Local Rule 9014-1(f)(3) Motion.

Correct Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor's Attorney, Chapter 13 Trustee, and Office of the United States Trustee on February 6, 2015. By the court's calculation, 12 days' notice was provided.

The Notice of Default and Motion to Dismiss Case For Failure to Make Plan Payments was properly set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(2). The Debtor, Creditors, the Trustee, the U.S. Trustee, and any other parties in interest were not required to file a written response or opposition to the motion. At the hearing ----------.

The Notice of Default and Motion to Dismiss Case For Failure to Make Plan Payments is ----------.

David Cusick, the Chapter 13 Trustee, served a Notice of Default and Application to Dismiss on December 19, 2014 pursuant to Local Bankr. R. 3015-1(g). Dckt 72.

Trustee argues that the Debtor has failed to make all payments due under the plan. As of December 18, 2014, payments are delinquent in the amount of $2,051.00. An additional payment of $870.00 will become due on December 25, 2014.

On February 5, 2015, the court issued an Order for Hearing on Notice of

Default setting the hearing for 10:00 a.m. on February 18, 2015. Dckt. 75.

APPLICABLE LAW

Local Bankr. R. 3015-1(g) provides the following:

> (g) Dismissal Due to Plan Payment Defaults.
>
> (1) If the debtor fails to make a payment pursuant to a confirmed plan, including a direct payment to a creditor, the trustee may mail to the debtor and the debtor's attorney written notice of the default.
>
> (2) If the debtor believes that the default noticed by the trustee does not exist, the debtor shall set a hearing within twenty-eight (28) days of the mailing of the notice of default and give at least fourteen (14) days' notice of the hearing to the trustee pursuant to LBR 9014-1(f)(2). At the hearing, if the trustee demonstrates that the debtor has failed to make a payment required by the confirmed plan, and if the debtor fails to rebut the trustee's evidence, the case shall be dismissed at the hearing.
>
> (3) Alternatively, the debtor may acknowledge that the plan payment(s) has(have) not been made and, within thirty (30) days of the mailing of the notice of default, either
>
> (A) make the delinquent plan payment(s) and all subsequent plan payments that have fallen due, or
>
> (B) file a modified plan and a motion to confirm the modified plan. If the debtor's financial condition has materially changed, amended Schedules I and J shall be filed and served with the motion to modify the chapter 13 plan.
>
> (4) If the debtor fails to set a hearing on the trustee's notice, or cure the default by payment, or file a proposed modified chapter 13 plan and motion, or perform the modified chapter 13 plan pending its approval, or obtain approval of the modified chapter 13 plan, all within the time constraints set out above, the case shall be dismissed without a hearing on the trustee's application.
>
> (5) Rather than utilize the notice of default procedure authorized by this paragraph, the trustee may file, serve, and set for hearing a motion to dismiss the case. Such a motion may be set for hearing pursuant to either LBR 9014-1(f)(1) or (f)(2).

FEBRUARY 18, 2015 HEARING

At the hearing, the court continued the hearing to 1:30 p.m. on March 3, 2015 at the request of the parties. Dckt. 76.

DISCUSSION

On February 26, 2015, an order approving the substitution of attorney for Debtor in this case was filed by the court.

At the hearing, xxxxxxx

The court shall issue a minute 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 Notice of Default and Motion to Dismiss Case For Failure to Make Plan Payments filed by 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 is xxxx.

3. 14-29671-E-13 DANNY RUE **MOTION FOR RELIEF FROM**
PD-1 Pro se **AUTOMATIC STAY**
1-30-15 [77]

DEUTSCHE BANK NATIONAL TRUST COMPANY VS.

Tentative Ruling: 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). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995).

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.

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

Correct Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor (*pro se*), Chapter 13 Trustee, parties requesting special notice, and Office of the United States Trustee on January 30, 2015. By the court's calculation, 32 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). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). The defaults of the non-responding parties are entered.

The Motion for Relief From the Automatic Stay is granted.

Deutsche Bank national Trust Company, as Trustee for Morgan Stanley ABS Capital Inc. Trust 2006-NC4, Mortgage Pass-Through Certificates, Series 2006-NC4 ("Movant") seeks relief from the automatic stay with respect to the real property commonly known as 4831 Cibola Way Sacramento, California, California (the "Property"). Movant has provided the Declaration of Maria C. Muniz to introduce evidence to authenticate the documents upon which it bases the claim and the obligation secured by the Property.

The Maria C. Muniz Declaration states that there are 4 post-petition defaults in the payments on the obligation secured by the Property, with a total of $3,885.24 in post-petition payments past due. The Declaration also provides evidence that there are 60 pre-petition payments in default, with a

pre-petition arrearage of $49,837.05.

From the evidence provided to the court, and only for purposes of this Motion for Relief, the total debt secured by this property is determined to be $137,580.19 (including $96,425.55 secured by Movant's first deed of trust), as stated in the Maria C. Muniz declaration and Schedule D filed by Danny W. Rue ("Debtor"). The value of the Property is determined to be $76,933.00, as stated in Schedules A and D filed by Debtor.

The Movant asks the court for relief from the automatic stay under 11 U.S.C. § 362(d)(1), (2), and (4).

RESPONSE TO MOTION

Response has been filed by David Cuisck, the Chapter 13 Trustee, asserting the Debtor's Plan has yet to be confirmed, and under the proposed plan the Debtor is $2,760.00 delinquent. Dckt. 85. Furthermore, the Debtor has paid $0.00 into the proposed Plan to date, and the Trustee has made no disbursements. The Movant is provided for in Section 2.1 Class 4 as a secured claim to paid directly by Debtor or third party in the Plan filed. Dckt. 54.

DISCUSSION

The court maintains the right to grant relief from stay for cause when a debtor has 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. *In re Harlan*, 783 F.2d 839 (B.A.P. 9th Cir. 1986); *In re Ellis*, 60 B.R. 432 (B.A.P. 9th Cir. 1985).

Once a movant under 11 U.S.C. § 362(d)(2) establishes that a debtor or estate has no equity, it is the burden of the debtor or trustee to establish that the collateral at issue is necessary to an effective reorganization. *United Savings Ass'n of Texas v. Timbers of Inwood Forest Associates. Ltd.*, 484 U.S. 365, 375-76 (1988); 11 U.S.C. § 362(g)(2). Based upon the evidence submitted, the court determines that there is no equity in the Property for either the Debtor or the Estate. 11 U.S.C. § 362(d)(2). Based upon the evidence submitted to the court, and no opposition or showing having been made by the Debtor or the Trustee, the court determines that there is no equity in the property for either the Debtor or the Estate, and the property is not necessary for any effective reorganization in this Chapter 13 case.

11 U.S.C. § 362(d)(4) allows the court to grant relief from stay where the court finds that the petition was filed as part of a scheme to delay, hinder or defraud creditors that involved either (I) transfer of all or part ownership or interest in the property without consent of secured creditors or court approval or (ii) multiple bankruptcy cases affecting the property. 3 Collier on Bankruptcy ¶ 362.07 (Alan N. Resnick & Henry J. Sommer eds. 16th ed.).

The court determines that cause exists for terminating the automatic stay, including defaults in post-petition payments which have come due. 11 U.S.C. § 362(d)(1); *In re Ellis*, 60 B.R. 432 (B.A.P. 9th Cir. 1985). 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.

RELIEF REQUESTED PURSUANT TO § 362(d)(4)

The court denies, without prejudice, relief pursuant to 11 U.S.C. § 364(d)(4). First, Movant fails to state with particularity the grounds for such relief in the Motion. See Fed. R. Bank. P. 9013, "The motion shall stated with particularity the grounds therefore, and shall set for the relief or order sought." The "grounds stated with particularity" in the Motion consist of,

> "(4) Pursuant to 11 U.S.C. § 362(d)(4), debtor's filing of the petition was part of a scheme to delay, hinder, or defraud Movant that involved:
>
> a. multiple bankruptcy filings affecting the Property."

Motion, Dckt. 77. Merely citing a Code section is not stating grounds with particularity.

At best, it is an invitation for the court to peruse the other pleadings filed by Movant, all of the pleadings filed in this case, canvas the court's files to identify other cases filed by the Debtor, and then assemble those grounds for Movant (rather than Movant's attorney stating such grounds with particularity in the Motion). The court does not, and it would be improper for the court to, assemble pleadings and advocate for one party over the other.

FN.1. The motion merely states that the Debtor is in violation of 11 U.S.C. § 362(d)(4) because there have been multiple bankruptcy filings. The Movant does not provide a specific number of cases filed, and leaves the search of such a number to the Court. This is not sufficient.

Consistent with this court's repeated interpretation of Federal Rule of Bankruptcy Procedure 9013, the bankruptcy court in *In re Weatherford*, 434 B.R. 644 (N.D. Ala. 2010), applied the general pleading requirements enunciated by the *United States Supreme Court in Bell Atl. Corp. v. Twombly*, 550 U.S. 544 (2007), to the pleading with particularity requirement of Bankruptcy Rule 9013. The *Twombly* pleading standards were restated by the Supreme Court in *Ashcroft v. Iqbal*, 556 U.S. 662 (2009), to apply to all civil actions in considering whether a plaintiff had met the minimum basic pleading requirements in federal court.

In discussing the minimum pleading requirement for a complaint (which only requires a "short and plain statement of the claim showing that the pleader is entitled to relief," Fed. R. Civ. P. 7(a)(2), the Supreme Court reaffirmed that more than "an unadorned, the-defendant-unlawfully-harmed-me accusation" is required. *Iqbal*, 556 U.S. at 678-679. Further, a pleading which offers mere "labels and conclusions" of a "formulaic recitations of the elements of a cause of action" are insufficient. *Id.* A complaint must contain sufficient factual matter, if accepted as true, "to state a claim to relief that is plausible on its face." *Id.* It need not be probable that the plaintiff (or movant) will prevail, but there are sufficient grounds that a plausible claim has been pled.

Given that this creditor and it attorneys have regularly appeared in this

court for more than five years, and are well aware of the even and equal application of the pleading rules to all parties, the court perceives this pleading as a statement that counsel, or possibly the creditor, do not believe that the rules apply to them. Counsel may choose to implement a "rules apply to us only as we say" approach and that may work in other courts, however, they will not be given such preferential treatment and the ability to write their own rules in this court.

ATTORNEY FEES REQUEST

The Movant has not stated with particularity the grounds in which attorneys fees would be warranted. Looking at the Motion, the Movant fails to provide a prayer for relief at the end of the Motion. In the body of the Motion Movant states:

> As Movant has retained counsel to represent it in this matter and is thereby incurring attorneys' fees and expenses in filing this motion, Movant is seeking to recover its reasonable attorneys' fees and costs incurred in prosecuting the instant motion by adding these amounts to the outstanding balance due under the Note, as allowed under applicable non-bankruptcy law.

Id.

The Movant fails to state the contractual or statutory grounds, if any, upon which a claim for attorneys' fees is based. The Movant does not seek the allowance of any specific amount of attorneys' fees in the Motion. Movant does not provide any evidence upon which the court can determine the amount of fees requested. If the court were inclined to treat the non-specific grounds request for attorneys' fees as having stated specific grounds, a further motion would be required for Movant to properly plead the grounds and relief (dollar amount) requested for attorneys' fees. Movant would have to prepare new declarations providing the court with testimony of the attorneys' fees sought, reasonableness of the fees, and documentation of the requested fees. It is likely that such an exercise would be equal to or more than reasonable attorneys' fees for brining a simple motion for relief from the stay. The court will not engage in a series of hearings which exist solely for the purpose of causing more attorneys' fees to be incurred and otherwise unnecessary court hearings. FN.2.

FN.2. Requesting attorneys' fees as part of a motion for relief is not complex. The motion includes a section in which the basis of the attorneys fees is identified (such as identifying the paragraphs in the note and deed of trust provide for contractual attorneys' fees), a short allegation of the work that was done, and a dollar amount which is requested for the fees (including a projected amount for the hearing). Then the attorney can provide a declaration and a billing sheet exhibit, or the client witness can add a paragraph to his or her declaration testifying to the amount of attorneys' fees paid counsel for the relief from stay motion. Given that this is a routine motion, having such testimony is generally acceptable.

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 Deutsche Bank national Trust Company, as Trustee for Morgan Stanley ABS Capital Inc. Trust 2006-NC4, Mortgage Pass-Through Certificates, Series 2006-NC4 ("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 immediately vacated to allow Deutsche Bank national Trust Company, as Trustee for Morgan Stanley ABS Capital Inc. Trust 2006-NC4, Mortgage Pass-Through Certificates, Series 2006-NC4 , 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 which is recorded against the 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 obtain possession of the real property commonly known as 4831 Cibola Way Sacramento, California.
>
> **IT IS FURTHER ORDERED** that all other relief is denied without prejudice.

4. 15-20791-E-13 SHIRLEY STEELE **MOTION FOR RELIEF FROM AUTOMATIC STAY**
PD-1 Pro se **2-13-15 [22]**

VERTICAL INFILL, LLC VS.

Tentative Ruling: The Motion For Relief From Automatic Stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(2).

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.

The court having previously denying Debtor's Motion to Extend the Automatic Stay and ordering the termination of the automatic stay as operation of law on March 4, 2015, the Motion for Relief from the Automatic Stay is dismissed without prejudice.

The court shall issue a minute 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 having been presented to the court, the court having previously ordered the termination of the automatic stay as an operation of law on March 4, 2015, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,
>
> **IT IS ORDERED** that the Motion is dismissed without prejudice, the automatic stay being terminated as an operation of law on March 4, 2015.