UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Ronald H. Sargis
Chief Bankruptcy Judge
Modesto, California

March 11, 2021 at 10:00 a.m.

1.	**15-90811-E-7** **KSR-2**	**ASSN., GOLD STRIKE HEIGHTS HOMEOWNERS** **Peter Macaluso**	**MOTION FOR RELIEF FROM AUTOMATIC STAY** **2-17-21 [185]**

CAROL MANLY VS.

No 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, Trustee's Attorney, and Office of the United States Trustee on February 17, 2021. By the court's calculation, 22 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 xxxxx.

Carol L. Manly, surviving trustee of the Manly Living Trust, and Mark Weiner ("Movant") seek relief from the automatic stay with respect to Gold Strike Heights Homeowners Association's ("Debtor")

real property commonly known as Parcel 1 (Lots 2, 6, 7, 14, 15, 16, 17, 18, 20, 21, 22, 25, 28, 31, 34, 36, 41, 44, 45, 46, and 47) and Parcel 2 (a non-exclusive easement for road purposed and incidental rights thereto on, over, across and through all those portions designated as 'Trout Drive', 'Jasper Way', Gold Strike Way', and 'Gold Strike Court' ("Property"). Movant has provided the Declaration of Carol L. Manly to introduce evidence to authenticate the documents upon which it bases the claim and the obligation secured by the Property.

Movant argues Debtor has not made sixty-six (66) post-petition payments, with a total of $608,256.00 in post-petition payments past due. Declaration, Dckt. 189. Movant also provides evidence that there are fifty-five (55) pre-petition payments in default, with a pre-petition arrearage of $506,880.00 *Id*.

In support of the Motion the Declaration of Caro Manly provides the following personal knowledge testimony of Ms. Manly (Fed. R. Evid. 601, 602):

A. Ms. Manly testifies that she is the custodian of records for herself, stating that in the third-person. Declaration, ¶ 2; Dckt. 189.

B. Ms. Manly then testifies that she is not the movant, but that the Manly Living Trust, as an entity, is the Movant. (This conflict with her testimony in paragraph 1 that she, as trustee, is the movant.) *Id*.

C. Ms. Manly testifies that it is the Trust which owns a promissory note executed by Indian Village Estates, LLC. *Id*., ¶ 2a. She authenticates the Note, which is filed as Exhibit A in support of the Motion. *Id*.

D. Ms. Manly then testifies that a deed of trust was executed to secure the Note, with Ms. Manly, as Trustee, the beneficiary. *Id*., ¶ 2b.

E. Ms. Manly testifies that she, as Trustee, assigned "[a]n 80.1% of the Deed of Trust to Movant Mark Weiner." *Id*., ¶ 2c.

F. Ms. Manly then provides her legal opinion that by such assignment she was:

> [t]hereby legally joining Movant Carol L. Manly, surviving trustee of the Manly Living Trust and Movant Mark Weiner as joint aggregate owners of the Note and Deed of Trust. A copy of the Assignment of the Deed of Trust is attached as Exhibit C to the Exhibits.

Id.

It is unclear from the Declaration Ms. Manly's legal training or a basis for providing such legal opinion. Additionally, she expressly testifies that she only purported to assign the Deed of Trust, not the underlying Note that is secured by the Deed of Trust. It is well established law that mere assignments of deeds of trust are ineffective, as the "security always follows the debt" is a well established principle under California law and in the Ninth Circuit. *See Carpenter v. Longan*, 83 U.S. 271, 274, 21 L. Ed. 313 (1872);

Seidell v. Tuxedo Land Co., 216 Cal. 165, 170, 13 P.2d 686 (1932); Cal. Civ. Code § 2936; *Adler v. Sargent*, 109 Cal. 42, 49-50, 41 P. 799 (1895).

G. Ms. Manly then testifies that the obligation on the debt has grown to $3,118,957.66. *Id*. ¶ 2c.

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 $3,118,957.66 (Declaration, Dckt. 189). No evidence of value has been presented by Movant other than what is stated in Amended Schedule A filed by Debtor.

This is Carol Manly's, Trustee, second motion for relief from the stay and the first time Movant Mark Weiner has joined as a Movant. In connection with her first Motion for Relief, "Manly Only Motion," DCN: JLB-1, the court discusses the prior motion and its prosecution by the attorney who was representing Mr. Manly and Indian Village Estates, LLC in multiple contested matters and an adversary proceeding, and multiple appeals therefrom.

In 2015 when Ms. Manly, Trustee, prosecuted the Manly Only Motion, she did not provide any testimony in support of her motion. In her Motion, subject to the certifications made under Federal Rule of Bankruptcy Procedure 9011, Ms. Manly stated:

A. Ms. Manly, Trustee, seeks relief from the stay so she can enforce her security interest in the twenty-one parcels. Manly Only Motion, p. 1:21-26; Dckt. 5.

B. Relief is sought because Ms. Manly concludes that she is not adequately protected due to insurance and property tax issues. *Id*., p. 2:20-24.

C. Relief is also sought because Ms. Manly concludes that there is no equity in the property for the Debtor or the Bankruptcy Estate based on liquidation values. *Id*., p. 2:25-28.

Ms. Manly did not provide her declaration in support of her first motion, but Mark Weiner provided his testimony as the "Managing Member" of Indian Village Estates. In his Declaration for the Manly Only Motion, Mr. Weiner testified under penalty of perjury:

A. Mr. Weiner first testifies that Indian Village Estates, LLC filed a state court lawsuit alleging wrongful foreclosure by the Debtor in 2014 that related to thirty-one lots formerly owned by Indian Village Estates. Declaration, ¶ 2; Dckt. 46. [Fn.1.]

FN. 1. The validity of the foreclosures disputed by Mr. Weiner and his associates has been upheld by this court, the Ninth Circuit Bankruptcy Appellate Panel, and the Ninth Circuit Court of Appeals.

B. Mr. Weiner then testifies that twenty-one of the lots in dispute are secured by a first deed of trust held by Carol Manly, Trustee. *Id*., ¶ 4. He further authenticates the note and deed of trust filed as Exhibit A in support of Manly Only Motion. *Id*.

Mr. Weiner provides this testimony as to the note and deed of trust held only by Carol Manly, Trustee, on November 16, 2015.

C. Mr. Weiner provides his testimony as to the amount owed by Indian Village Estates, LLC (of which he is identified as the Managing Member) to Carol Manly, Trustee. *Id*. ¶ 5.

In her current Declaration, Ms. Manly testifies that she assigned 80.1% of the deed of trust to Mr. Weiner. Ms. Manly authenticates Exhibit C, Dckt. 187, filed in support of the Motion is an Assignment of Deed of Trust which was executed on July 8, 2013 by "Carol Manly Trustee." This is two years before Mr. Weiner previously testified that Carol Manly, Trustee owned 100% of the Note and Deed of Trust that encumbered the twenty-one lots. Curiously, this Assignment of Deed of Trust was not recorded by Mr. Weiner (the Assignment of Deed of Trust expressly states that the recording of it is requested by Mark Weiner and is to be returned to him) until February 3, 2021, the eve of filing the present Motion.

It is unclear from the testimony in this Contested Matter and in the Manly Only Motion why, if such assignment has/had actually been made, it was not disclosed to the court by Mr. Weiner and Ms. Manly in 2015. Such failure to disclose, if such transfer has actually been made, would have led to an ineffective order for relief from the stay, if it had been granted, horrendous violations of the automatic stay, and large sanctions (compensatory and corrective) for violation of the stay.

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); 3 COLLIER ON BANKRUPTCY ¶ 362.07[4][b] (Alan N. Resnick & Henry J. Sommer eds., 16th ed.) (stating that Chapter 13 debtors are rehabilitated, not reorganized). This being a Chapter 7 case, the Property 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).

With respect to the equity for the bankruptcy estate, **xxxxxxx**

Decision

At the hearing, **xxxxxxx**

FINAL RULINGS

2.	**20-90792-E-7** **JCW-1**	**KIMBERLY RETHANS** **Kathleen Crist**	**MOTION FOR RELIEF FROM AUTOMATIC STAY** **1-20-21 [11]**

GUILD MORTGAGE COMPANY LLC
VS.

Final Ruling: No appearance at the March 11, 2021 hearing is required.

Local Rule 9014-1(f)(1) Motion—No Opposition Filed.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor's Attorney, and Chapter 7 Trustee on January 20, 2021. By the court's calculation, 50 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). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest 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 granted.

Guild Mortgage Company LLC ("Movant") seeks relief from the automatic stay with respect to Kimberly Ann Rethans's ("Debtor") real property commonly known as 140 Ivy Avenue Unit H58, Patterson, California ("Property"). Movant has provided the Declaration of Veronica Cross to introduce evidence to authenticate the documents upon which it bases the claim and the obligation secured by the Property.

Movant argues Debtor has not made one (1) post-petition payments, with a total of $1,634.60 in post-petition payments past due. Declaration, Dckt. 12. Movant also provides evidence that there are two (2) pre-petition payments in default, with a pre-petition arrearage of $3,227.30. *Id.*

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 $257,387.75 (Declaration, Dckt. 12), while the value of the Property is determined to be $255,000.00, as stated in Schedule A/B filed by Debtor.

Debtor intends to surrender the property as set forth in Debtor's Statement of Intention. Dckt. 1.

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); 3 COLLIER ON BANKRUPTCY ¶ 362.07[4][b] (Alan N. Resnick & Henry J. Sommer eds., 16th ed.) (stating that Chapter 13 debtors are rehabilitated, not reorganized). 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). This being a Chapter 7 case, the Property 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 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 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 Guild Mortgage 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** 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 140 Ivy Avenue Unit H58, Patterson, 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.

3. **21-90004-E-7** **BRITTANY HOLLOWAY** **MOTION FOR RELIEF FROM**
JHW-1 **Michael Benavides** **AUTOMATIC STAY**
1-15-21 [13]

TD AUTO FINANCE LLC VS.

Final Ruling: No appearance at the March 11, 2021 hearing is required.

Local Rule 9014-1(f)(1) Motion—No Opposition Filed.

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 January 15, 2021. By the court's calculation, 55 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). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest 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 granted.

TD Auto Finance LLC ("Movant") seeks relief from the automatic stay with respect to an asset identified as a 2019 Chevrolet Silverado, VIN ending in 7978 ("Vehicle"). The moving party has provided the Declaration of Danielle Morin to introduce evidence to authenticate the documents upon which it bases the claim and the obligation owed by Brittany Michelle Holloway ("Debtor").

Movant argues Debtor has not made one (1) post-petition payments, with a total of $789.76 in post-petition payments past due. Declaration, Dckt. 17. Movant also provides evidence that there are two (2) pre-petition payments in default, with a pre-petition arrearage of $1,579.52. *Id*.

Movant has also provided a copy of the NADA 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).

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 $45,167.94. (Declaration, Dckt. 13). Debtor values the Vehicle at

$20,000.00, as stated in Schedules A/B filed by Debtor, whereas Movant's Valuation Report values the Vehicle at $39,625.00.

Debtor indicates an intent to surrender the vehicle pursuant to the Statement of Intention. Dckt. 1.

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); 3 COLLIER ON BANKRUPTCY ¶ 362.07[4][b] (Alan N. Resnick & Henry J. Sommer eds., 16th ed.) (stating that Chapter 13 debtors are rehabilitated, not reorganized). 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.

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 that the court grant relief from the Rule as adopted by the United States Supreme Court.

Movant has 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 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 TD Auto Finance 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 2019 Chevrolet Silverado, VIN ending in 7978 ("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.
>
> **IT IS FURTHER ORDERED** that the fourteen-day stay of enforcement provided in Federal Rule of Bankruptcy Procedure 4001(a)(3) is waived for cause.
>
> No other or additional relief is granted.