

UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Ronald H. Sargis
Bankruptcy Judge
Sacramento, California

May 9, 2024 at 10:00 a.m.

1.	<u>24-20265</u>-E-12 <u>POL-1</u>	HARDAVE/SUKHBINDER DULAI Ryan Wood	MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR ADEQUATE PROTECTION 4-1-24 [55]
HD OWNER LLC VS.			

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 Debtor, Debtor's Attorney, Chapter 12 Trustee, attorneys of record who have appeared in the case, parties requesting special notice, and Office of the United States Trustee on April 1, 2024. By the court's calculation, 38 days' notice was provided. 28 days' notice is required.

The Motion for Relief from the Automatic Stay / for Adequate Protection 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, the court confirming the automatic stay was not in effect when Movant foreclosed on and purchased the Property.

HD Owner LLC, a Delaware limited liability company, assignee of Metropolitan Life Insurance Company ("Movant") seeks relief from the automatic stay with respect to real property commonly known as Tax Parcel Nos: 067-270-002; 067-270-004; 067-270-005; 067-270-071; 067-270-072; 067-270-073;

067-270-074; 067-270-075; 067-270-076; 067-270-067; 067-270-007; 067-270-0084; 067-270-077; 067-270-078 in Tehama County, California (“Property”). Movant has provided the Declarations of Selina Parelskin (Docket 57), Roberta Black (Docket 60), and Jane Pearson (Docket 64) to introduce evidence to authenticate the documents upon which it bases the claim and the obligation secured by the Property. Movant explains that it purchased the Property with a credit bid on January 23, 2024, at 2:00 p.m. Mot., Docket 55 p. 2:20-23. Then at 8:33 p.m. on January 23, 2024, Hardave Singh Dulai and Sukhbinder Kaur Dulai’s (“Debtor in Possession”) filed their bankruptcy petition. *Id.* at p. 2:24-26. The trustee’s deed of sale to the Property was recorded on February 5, 2024, approximately 13 days after the sale took place. *Id.* at p. 3:9-10.

Movant makes the following prayer for relief in its Motion:

1. Relief from the stay allowing HDO (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to obtain possession of the Tehama County Property;
2. Relief from turnover pursuant to 11 U.S.C. § 543(b)(2) and (c)(2), and annulment of the stay so that the filing of the 2024 Bankruptcy Case does not affect postpetition acts relating to the Tehama County Property;
3. That the order be binding and effective despite any conversion of the 2024 Bankruptcy Case to a case under any other chapter of Title 11 of the United States Code;
4. That the 14-day stay prescribed by FRBP 4001(a)(3) be waived;
5. If relief from stay is not granted, HDO respectfully requests the Court to order adequate protection.

Mot., Docket 55 p. 4:7-17. In its Memorandum in Support, Movant makes the following conclusion at the end of the Memorandum:

HDO respectfully requests that the Court enter an order (1) confirming that the postpetition recordation of the Trustee’s Deed did not violate the automatic stay, or alternatively annulling the automatic stay retroactive to the Petition Date, (2) granting HDO relief from the automatic stay to allow HDO (and any successors or assigns) to proceed under applicable nonbankruptcy law to enforce its remedies to obtain possession of the Property, (3) waiving the 14-day stay prescribed by FRBP 4001(a)(3) and (4) granting HDO such additional relief as is just and equitable.

Mem., Docket 58 p. 12:8-14. ^{Fn.1.}

FN. 1. The court notes that the prayer for relief in the Motion includes some incomplete and uncertain requests, while the conclusion in the Memorandum in Support clarifies the request for relief stated in the Motion. Fed. R. Bankr. P. 9013.

Debtor in Possession filed two Oppositions in response. Dockets 76, 77. Debtor in Possession first states the relief requested is moot as Debtor in Possession does not own, nor assert they own, the Property. Docket 76 p. 1:19-26. Debtor in Possession requests that, if the court does grant relief from stay or the annulment of stay, limit such relief to the Property, and not to any of the Property in Debtor in Possession's schedules. Docket 77 p. 2: 1-3.

Movant filed a Reply to Debtor in Possession's Oppositions on May 2, 2024, on this point, stating that:

HDO respectfully requests that the Court enter an order (1) confirming that the post-petition recordation of the Trustee's Deed did not violate the automatic stay, or alternatively annulling the automatic stay retroactive to the Petition Date, (2) granting HDO relief from the automatic stay to allow HDO (and any successors or assigns) to proceed under applicable nonbankruptcy law to enforce its remedies to obtain possession of the Property, (3) waiving the 14-day stay prescribed by FRBP 4001(a)(3) and (4) granting HDO such additional relief as is just and equitable.

Reply, Docket 86 p. 1:18-23.

APPLICABLE LAW

Upon filing a petition for relief under the Bankruptcy Code, 11 U.S.C. § 362(a) provides:

(a) Except as provided in subsection (b) of this section, a petition filed under section 301, 302, or 303 of this title, or an application filed under section 5(a)(3) of the Securities Investor Protection Act of 1970, operates as a stay, applicable to all entities, of—

(1) the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title;

(2) the enforcement, against the debtor or against property of the estate, of a judgment obtained before the commencement of the case under this title;

(3) any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate;

(4) any act to create, perfect, or enforce any lien against property of the estate;

(5) any act to create, perfect, or enforce against property of the debtor any lien to the extent that such lien secures a claim that arose before the commencement of the case under this title;

(6) any act to collect, assess, or recover a claim against the debtor that arose before the commencement of the case under this title;

(7) the setoff of any debt owing to the debtor that arose before the commencement of the case under this title against any claim against the debtor; and

(8) the commencement or continuation of a proceeding before the United States Tax Court concerning a tax liability of a debtor that is a corporation for a taxable period the bankruptcy court may determine or concerning the tax liability of a debtor who is an individual for a taxable period ending before the date of the order for relief under this title.

The automatic stay halts almost every action taken against a debtor, if such action is committed after the filing of the petition. However, certain acts taken against a debtor do not constitute a violation of the automatic stay. 11 U.S.C. § 362(b) describes which actions taken against a debtor do not violate the stay. Important in this case, 11 U.S.C. § 362(b)(3) states:

(b) The filing of a petition under section 301, 302, or 303 of this title, or of an application under section 5(a)(3) of the Securities Investor Protection Act of 1970, does not operate as a stay—

...

(3) under subsection (a) of this section, of any act to perfect, or to maintain or continue the perfection of, an interest in property to the extent that the trustee's rights and powers are subject to such perfection under section 546(b) of this title or to the extent that such act is accomplished within the period provided under section 547(e)(2)(A) of this title;

11 U.S.C. § 546(b) must be read in conjunction with 11 U.S.C. § 362(b)(3) and states:

(b)

(1) The rights and powers of a trustee under sections 544, 545, and 549 of this title are subject to any generally applicable law that—

(A) permits perfection of an interest in property to be effective against an entity that acquires rights in such property before the date of perfection; or

(B) provides for the maintenance or continuation of perfection of an interest in property to be effective against an entity that acquires rights in such property before the date on which action is taken to effect such maintenance or continuation.

11 U.S.C. § 546(b). Therefore, these code sections allow a purchaser of real property to perfect its interest in property when that interest was acquired before the date of perfection. *In re Richter*, 525 B.R. 735, 755 (C.D. Cal. 2015) (“[A] party’s postpetition perfection of its interest in estate property will not violate the stay if state law allows that party’s interest to be superior to the interest of any entity (such as a trustee acting as a hypothetical bona fide purchaser) who obtains its interest prior to the date that the act to perfect is

performed.”); *In re Hyaden*, 308 B.R. 428, 432 (B.A.P. 9th Cir. 2004) (“ [I]f state law provides that a creditor’s security interest is superior to the rights of any entity obtaining its interest in the property prior to the date the creditor takes action to maintain or continue perfection of its lien, the creditor’s post-petition act to maintain or continue perfection of the lien does not violate the automatic stay.”).

California Civil Code § 2924(h) provides for a relate-back perfection date applicable here. It states:

For the purposes of this subdivision, the trustee’s sale shall be deemed final upon the acceptance of the last and highest bid, and **shall be deemed perfected as of 8 a.m. on the actual date of sale if the trustee’s deed is recorded within 21 calendar days after the sale**, or the next business day following the 21st day if the county recorder in which the property is located is closed on the 21st day. If an eligible bidder submits a written notice of intent to bid pursuant to paragraph (3) of subdivision (c) of Section 2924m, the trustee’s sale shall be deemed perfected as of 8 a.m. on the actual date of sale if the trustee’s deed is recorded within 60 calendar days after the sale or the next business day following the 60th day if the county recorder in which the property is located is closed on the 60th day. However, the sale is subject to an automatic rescission for a failure of consideration in the event the funds are not “available for withdrawal” as defined in Section 12413.1 of the Insurance Code. The trustee shall send a notice of rescission for a failure of consideration to the last and highest bidder submitting the check or alternative instrument, if the address of the last and highest bidder is known to the trustee.

Cal. Civ. Code § 2924h(c) (emphasis added).

DISCUSSION

It is clear to the court that based on the evidence provided and from the parties’ pleadings, the automatic stay was not in effect when Movant foreclosed on and purchased the Property on January 23, 2024, at 2:00 p.m. The automatic stay began on 8:33 p.m. on January 23, 2024, when Debtor in Possession filed their petition. Therefore, the court confirms the automatic stay was not in effect when Movant foreclosed and purchased the Property.

Furthermore, the court confirms recording the deed within the 21-day period allowed under Cal. Civ. Code § 2924h(c) was not a violation of the automatic stay, pursuant to 11 U.S.C. § 363(b)(3).

With respect to the request that the court grant relief so that the Movant may proceed with obtaining possession of the Property. The Motion makes references to the Deed of Trust as recorded against the Sutter County, California property and the Butte County property includes both real and personal property.

It is unclear whether the relief is requested with respect to the Property in Tehama California is just for real property or both real and personal property. Dckt. 55, p. 1:27

At the hearing, **XXXXXXX**

Federal Rule of Bankruptcy Procedure 4001(a)(3)
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 typically does not grant additional relief merely stated in the prayer.

Here, the court will waive the fourteen-day stay as the record shows Movant has already legally conducted the foreclosure sale and perfected its interest in the Property. Accordingly, cause exists for waiving the fourteen-day stay.

OTHER REQUESTS IN PRAYER

Relief from Turnover

Movant makes various requests in its prayer, including relief from turnover pursuant to 11 U.S.C. § 543(b)(2) and (c)(2) and that the order be binding and effective despite any conversion of the 2024 Bankruptcy Case to a case under any other chapter of Title 11 of the United States Code.

11 U.S.C. § 542(b) and (c) applies in situations when a custodian is in possession of property that is property of the bankruptcy estate should be turned over to a bankruptcy trustee or Debtor in Possession. Custodian is defined under the Bankruptcy Code as:

(A) receiver or trustee of any of the property of the debtor, appointed in a case or proceeding not under this title;

(B) assignee under a general assignment for the benefit of the debtor's creditors; or

(C) trustee, receiver, or agent under applicable law, or under a contract, that is appointed or authorized to take charge of property of the debtor for the purpose of enforcing a lien against such property, or for the purpose of general administration of such property for the benefit of the debtor's creditors.

11 U.S.C. § 101(11).

Movant does not appear to be an "assignee under a general assignment for the benefit of Debtor's creditors [plural creditors]," California Code of Civil Procedure § 493.010 et seq.; nor is Movant a "trustee, receiver, or agent under applicable law, or under a contract" to enforce a lien or for the general administration of property for Debtor's creditors (plural "creditors")

Additionally, neither the Local bankruptcy Rules for the Eastern District of California nor the Federal Rules of Bankruptcy Procedure provide for joinder of a Motion for Relief from Turnover and a Motion for Relief from Stay / for Adequate Protection, and such Motion should be made separately. Local Bankruptcy Rule 9014-1(d)(5).

Annulment of the Stay

A request for annulment of the stay should state the grounds for relief with particularity. Fed. R. Bankr. P. 9013. In the Ninth Circuit, courts consider various grounds, including: “(1) whether the creditor was aware of the bankruptcy petition; and (2) whether the debtor engaged in unreasonable or inequitable conduct, or prejudice would result to the creditor” in considering whether to grant retroactive relief. *In re National Environmental Waste Corp.*, 129 F.3d 1052, 1055 (9th Cir. 1997). Neither of these factors alone is dispositive, and the court must engage in a case by case analysis. *Id.*

The evidence before the court shows Creditor became aware of the automatic stay on January 25, 2024, meaning annulment could only be properly considered regarding actions taken from the days of January 23, through January 25, 2024. There have been no allegations that the Debtor in Possession engaged in unreasonable or inequitable conduct. As outlined above, perfecting an interest in real property that was acquired prepetition does not constitute an act that would violate the automatic stay.

Movant has not provided the court with any actions taken that have violated the stay and for which the retroactive annulment of the stay is warranted.

Relief that this Order be Binding and Effective if the Case is Converted

Movant’s further relief requested in the prayer is that this court make this order, **as opposed to every other order issued by the court**, binding and effective despite any conversion of this case to another chapter of the Code. Though stated in the prayer, no grounds are stated in the Motion for grounds for such relief from the stay. The Motion presumes that conversion of the bankruptcy case will be reimposed if this case were converted to one under another Chapter.

As stated above, Movant’s Motion does not state any grounds for such relief. Movant does not allege that notwithstanding an order granting relief from the automatic stay, a stealth stay continues in existence, waiting to spring to life and render prior orders of this court granting relief from the stay invalid and rendering all acts taken by parties in reliance on that order void.

As noted by another bankruptcy judge, such request (unsupported by any grounds or legal authority) for relief of a future stay in the same bankruptcy case:

[A] request for an order stating that the court’s termination of the automatic stay will be binding despite conversion of the case to another chapter unless a specific exception is provided by the Bankruptcy Code is a common, albeit silly, request in a stay relief motion and does not require an adversary proceeding. Settled bankruptcy law recognizes that the order remains effective in such circumstances. Hence, the proposed provision is merely declarative of existing law and is not appropriate to include in a stay relief order.

Indeed, requests for including in orders provisions that are declarative of existing law are not innocuous. First, the mere fact that counsel finds it necessary to ask for such a ruling fosters the misimpression that the law is other than it is. Moreover, one who routinely makes such unnecessary requests may eventually have to deal with an opponent who uses the fact of one’s pattern of making such requests as that lawyer’s concession that the law is not as it is.

In re Van Ness, 399 B.R. 897, 907 (Bankr. E.D. Cal. 2009) (citing *Aloyan v. Campos (In re Campos)*, 128 B.R. 790, 791–92 (Bankr. C.D. Cal. 1991); *In re Greetis*, 98 B.R. 509, 513 (Bankr. S.D. Cal. 1989)).

As noted in the 2009 ruling quoted above, the “silly” request for unnecessary relief may well be ultimately deemed an admission by Movant and its counsel that all orders granting relief from the automatic stay are immediately terminated as to any relief granted Movant and other creditors represented by counsel, and upon conversion, any action taken by such creditor is a *per se* violation of the automatic stay.

At the hearing, **XXXXXXX**

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 HD Owner LLC, a Delaware limited liability company, assignee of Metropolitan Life Insurance Company (“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 court confirms the automatic stay provisions of 11 U.S.C. § 362(a) were not in effect when Movant foreclosed on, purchased, and perfected its interest in the real property commonly known as Tax Parcel Nos: 067-270-002; 067-270-004; 067-270-005; 067-270-071; 067-270-072; 067-270-073; 067-270-074; 067-270-075; 067-270-076; 067-270-067; 067-270-007; 067-270-0084; 067-270-077; 067-270-078 in Tehama County, California (“Property”).

IT IS FURTHER ORDERED that the automatic stay provisions of 11 U.S.C. § 362(a) are vacated to allow Movant, its agents, representatives, and successors, and any purchaser of the above Property at the nonjudicial foreclosure sale to exercise any and all rights, including judicial proceedings, to obtain possession of the Property.

IT IS FURTHER ORDERED the court confirms that recording the trustee’s deed upon sale on February 5, 2024, approximately 13 days after the sale took place, did not violate the automatic stay as provided in 11 U.S.C. § 362(b)(3).

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.

Any additional request in the prayer is denied without prejudice and no other or additional relief is granted.

FINAL RULINGS

2. [24-20408-E-7](#)
[DWE-1](#)

MUANG SAECHAO
Chad Johnson

MOTION FOR RELIEF FROM
AUTOMATIC STAY
4-8-24 [\[20\]](#)

WESTLAKE SERVICES, LLC VS.

Final Ruling: No appearance at the May 9, 2024 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 April 8, 2024. By the court’s calculation, 31 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.

Westlake Services, LLC d/b/a Westlake Financial Services (“Movant”) seeks relief from the automatic stay with respect to an asset identified as a 2018 Volkswagen Tiguan SE, VIN ending in 1708 (“Vehicle”). The moving party has provided the Declaration of Lynn Hudson to introduce evidence to authenticate the documents upon which it bases the claim and the obligation owed by Muang Kouie Valeria Saechao (“Debtor”).

Movant argues Debtor has not made three contractual payments, with a total of \$1,692.48 in payments past due. Declaration, Docket 22 ¶ 4. The Chapter 7 Trustee, Nikki Farris (“Trustee”), filed a No Asset Report on March 11, 2024, so the Vehicle will not be liquidated for the estate. Trustee filed a non-opposition in this case on April 16, 2024, then again on April 23, 2024.

J.D. Power Valuation Report Provided

Movant has also provided a copy of the J.D. Power Valuation Report for the Vehicle. Exhibit C, Docket 24. 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 \$21,537.55 (Declaration, Docket 22 ¶ 3), while the value of the Vehicle is determined to be \$13,875, as stated on the J.D. Power Valuation Report. Exhibit C, Docket 24.

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 contractual 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).

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 Westlake Services, LLC d/b/a Westlake Financial Services (“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 2018 Volkswagen Tiguan SE, VIN ending in 1708 (“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.