

UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Ronald H. Sargis
Chief Bankruptcy Judge
Sacramento, California

September 10, 2019 at 1:30 p.m.

1. [18-27801-E-13](#) **ROBERT SCOTT** **MOTION FOR RELIEF FROM**
[RDW-1](#) **Peter Macaluso** **AUTOMATIC STAY AND/OR MOTION**
 FOR ADEQUATE PROTECTION
 8-26-19 [88]

PATELCO CREDIT UNION VS.

**The Hearing on This Motion Shall Be Conducted on the Court's
September 10, 2019 3:00 p.m. Calendar in Conjunction With
Debtor's Motion to Confirm Chapter 13 Plan**

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 13 Trustee, creditors, and Office of the United States Trustee on August 26, 2019. By the court's calculation, 15 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 13 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 ~~XXXXXXXXXX~~.

Patelco Credit Union (“Movant”) seeks relief from the automatic stay with respect to Robert Charles Scott’s (“Debtor”) real property commonly known as 5293 Francesca Street, Elk Grove, California (“Property”). Movant has provided the Declaration of Dana Graves to introduce evidence to authenticate the documents upon which it bases the claim and the obligation secured by the Property.

Grounds Stated in Motion

As Movant and its counsel are aware, the grounds upon which the requested relief is based must be “stated with particularity” in the motion itself. FED. R. BANKR. P. 9013. The grounds stated in the Motion, excluding the legal points and authorities, are:

- A. “This Motion shall be based on these moving papers, the Relief from Stay Information Sheet, the attached Declaration of DANA GRAVES, and the pleadings and records on file with this Court.”

Motion, p. 2:6-8; Dckt. 88,

What is stated with “particularity” is that the grounds are not stated in the Motion but “shall,” apparently at some time in the future, be based on grounds to be mined from everything, including unidentified “pleadings and records” filed, in whatever case, with the court.

- B. “The failure of Debtor to make required payments as set forth in the attached Declaration of DANA GRAVES. Debtor's failure to make required payments provides "cause" for relief from the Automatic Stay in accordance with the ruling of the Bankruptcy Appellate Panel in *In re Proudfoot*, 144 B.R. 876 (9th Cir. BAP 1992).”

Id., p. 2:11-14.

Movant directs the court to assemble for Movant whatever “grounds” the court may find in a declaration that would be grounds supporting the relief requested if such grounds were actually stated in the motion. The Motion does not include even the basic allegation of the defaults in payments, the amount, number of payments and date range when the defaults may have occurred.

The above is the universe of grounds upon which the relief is based: (1) read everything that has been filed with this court (in unidentified cases) and pick out the grounds the court believes best supports relief for Movant and (2) mine a declaration to figure out what unspecified alleged defaults would best be grounds for Movant.

The court cannot conclude that such “grounds” are proper for relief pursuant to 11 U.S.C. § 362(d)(1).

Declaration Filed in Support of Motion

Movant has filed the Declaration of Dana Graves, an employee of Movant. The Graves Declaration provides testimony that Movant holds a Note secured by First Deed of Trust, as well as a line of credit secured by a Second Deed of Trust. Declaration, Dckt. 91. Movant argues cause for relief exists because Debtor has not made 14 post-petition payments (seven from the 1st DOT, and 7 from the 2nd DOT), with a total of \$21,431.85 in post-petition payments past due. *Id.* Movant also provides testimony that there are 15 pre-petition payments in default (6 from the 1st DOT, and 9 from the 2nd DOT), with a pre-petition arrearage of \$10,603.18. *Id.* These grounds, if that is what Movant believes they should be, are not stated in the Motion. ^{FN. 1.}

FN. 1. The court notes that this is a very troubling case, and Movant's Motion shows that it is following the Debtor and Debtor's counsel down the rabbit hole. Debtor and Debtor's counsel attempted to obtain an improper order authorizing the Debtor to sell the property that is the subject of this Motion. The evidence presented by Debtor was that he did not own the property personally, but that the property was in his late mother's trust for which the Debtor was the successor trustee. The court denied Debtor's requested for an order purporting to authorize the Debtor to act in his fiduciary capacity and sell property that was not property of this bankruptcy estate.

The present Motion continues down that path, appearing to request that the court terminate a stay that does not exist. The Motion does not seek an order confirming that the stay does not apply, but treats the trust property as if it was property of the bankruptcy estate.

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 \$229,0015 (\$195,506.30 for DOT 1 and \$33,066.99 for DOT 2), (Declaration, Dckt. 91), while the value of the property is determined to be \$420,000.00, as stated in Schedules A and B filed by Debtor. Dckt. 1.

Thus, Movant appears to have a \$190,000 equity cushion protecting its two claims.

Debtor has not filed an Opposition to the Motion. However, this Motion being brought on Local Bankruptcy Rule 9014-1(f)(2) notice, no written opposition was required.

The proposed First Amended Plan provides for certain payments, but ultimately relies on the sale of the Property. Dckt. 59.

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).

As the Motion has been pleaded, there are not grounds for granting relief pursuant to 11 U.S.C. § 362(d)(1).

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. While if stated as part of the present motion and evidence provided the court could have allowed attorney's fees if Movant were the prevailing party, such has not been requested. Thus, if Movant is the prevailing party, then Movant would have to seek the recovery of reasonable and necessary fees by post-judgment/order motion.

Relief From Stay as to Litigation

In the Motion Movant also requests an order allowing Movant to seek and collect damages for wrongful retention of the Property after foreclosure. No cause is argued for such relief, and this part of the requested relief is not granted. This hypothetical, "into the future," relief with no grounds stated is consistent with the skinny pleading practices in this Motion, appearing to be one more in the nature of "Movant says what will be ordered and the court hands its signature stamp over to Movant's counsel to sign whatever order Movant's counsel drafts."

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 Patelco Credit Union (“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 Motion for Relief From the Automatic stay is ~~denied/granted and 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 5293 Francesca Street, Elk Grove, 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.~~

Prevailing party attorney’s fees may be requested by as provided in Federal Rule of Civil Procedure 54(d)(2)(A) and Federal Rules of Bankruptcy Procedure 7054, 9014.

No other or additional relief is granted.

TD AUTO FINANCE LLC VS.

Final Ruling: No appearance at the September 10, 2019 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 13 Trustee, parties requesting special notice, and Office of the United States Trustee on August 8, 2019. By the court’s calculation, 33 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.

TD Auto Finance LLC (“Movant”) seeks relief from the automatic stay with respect to an asset identified as a 2017 Nissan Rogue, VIN ending in 0176 (“Vehicle”). The moving party has provided the Declaration of Roderick Owens to introduce evidence to authenticate the documents upon which it bases the claim and the obligation owed by Hortencia M. Nunez (“Debtor”).

Movant argues Debtor has not made 3 post-petition payments, with a total of \$1,332.75 in post-petition payments past due. Declaration, Dckt. 31.

CHAPTER 13 TRUSTEE’S RESPONSE

The Chapter 13 Trustee, David Cusick (“Trustee”), filed an response on August 27, 2019. Dckt. 38. Trustee asserts that the Debtor is delinquent \$1,838.75 under the Confirmed Plan, but notes that a \$1,946.00 payment is being processed.

Trustee also notes the Movant’s claim is provided for as a Class 4.

DISCUSSION

As noted by the Trustee, the Confirmed Chapter 13 Plan provides for Movant’s claim as a Class 4. Plan, Dckt. 5; Order, Dckt. 22. The Confirmed Plan states the following with respect the automatic stay and Class 4 claims:

(a) Upon confirmation of the plan, the automatic stay of 11 U.S.C. § 362(a) and the co-debtor stay of 11 U.S.C. § 1301(a) are (1) terminated to allow the holder of a Class 3 secured claim to exercise its rights against its collateral; (2) modified to allow the holder of a Class 4 secured claim to exercise its rights against its collateral and any nondebtor in the event of a default under applicable law or contract; and (3) modified to allow the nondebtor party to an unexpired lease that is in default and rejected in section 4 of this plan to obtain possession of leased property, to dispose of it under applicable law, and to exercise its rights against any nondebtor.

Id.

Based on the plain language of the Plan, the automatic stay was already modified to allow Movant to enforce its rights with respect to the collateral. Therefore, the relief requested by the Motion is moot.

The court recognizes that creditors may need an order specifying the continuing effect and modification of an automatic stay when state recording and filing law come into play, as well as for title insurance purposes.

The Ninth Circuit Court of Appeal has recognized the basic “discretion is the better part of valor” principle when it comes to the automatic stay. Seeking a separate order clearly specifying the scope of the relief granted in the Plan is not inappropriate.

The court grants the Motion, granting relief that under the terms of the confirmed Chapter 13 Plan, Dckt. 5, in this bankruptcy case, “all bankruptcy stays are modified to allow [Movant, and its agents and successors, as] the holder of a Class 4 secured claim to exercise its rights against its collateral and any nondebtor in the event of a default under applicable law or contract.”

No other or additional relief is granted by the court.

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 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 that the relief is granted pursuant to the Motion, the court confirming that “all bankruptcy stays are modified to allow [Movant, and its agents and successors, as] the holder of a Class 4 secured claim to exercise its rights against its collateral and any nondebtor in the event of a default under applicable law or contract.” Confirmed Chapter 13 Plan, Dckt. 5; Order Confirming, Dckt. 22.

No other or additional relief is granted.

**MOTION FOR RELIEF FROM
AUTOMATIC STAY
8-7-19 [10]**

Final Ruling: No appearance at the September 10, 2019 hearing is required.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor (*pro se*), Chapter 13 Trustee, and Office of the United States Trustee on August 7, 019. By the court's calculation, 34 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.

Coastline Capital Fund III, LLC (“Movant”) seeks relief from the automatic stay with respect to Joseph Frank Paul Ramos’s (“Debtor”) real property commonly known as 6332 Puerto Dr., Rancho Murieta, California (“Property”). Movant has provided the Declaration of Andreas Mirza to introduce evidence to authenticate the documents upon which it bases the claim and the obligation secured by the Property.

Movant argues relief is warranted pursuant to 11 U.S.C. § 362(d)(4) because this case was filed as a part of a scheme to delay and hinder Movant's efforts to recover its Property.

The Mirza Declaration provides testimony that Rita A. Schroder is the borrower on Movant's claim. Declaration, Dckt. 13 at ¶ 7. Rita A. Schroder filed the following cases which have all been dismissed:

10-29032, filed on 4/8/2010
10-37856, filed on 7/8/2010
16-21399, filed on 3/7/2016
16-23751, filed on 6/10/2016

The Mirza Declaration also provides testimony that Schroeder transferred a 50 percent interest in the Property to Debtor, and that Debtor filed this case on August 1, 2019, the same day as a rescheduled trustee's sale. *Id.* at ¶¶ 11-12. Not having notice of this case, the foreclosure sale was completed. *Id.* at ¶ 17.

Movant requests that the automatic stay of this case be annulled as of August 1, 2019, the date of the foreclosure sale.

CHAPTER 13 TRUSTEE'S RESPONSE

The Chapter 13 Trustee, David Cusick ("Trustee"), filed a Response indicating non-opposition on August 22, 2019. Dckt. 24. Trustee notes no plan or schedules have been filed in this case.

DISCUSSION

Prospective Relief from Future Stays

11 U.S.C. § 362(d)(4) allows the court to grant relief from the stay when the court finds that the petition was filed as a 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 the secured creditors or court approval or (ii) multiple bankruptcy cases affecting particular property. 3 COLLIER ON BANKRUPTCY ¶ 362.07 (Alan n. Resnick & Henry H. Sommer eds. 16th ed.).

Certain patterns and conduct that have been characterized as bad faith include recent transfers of assets, a debtor's inability to reorganize, and unnecessary delays by serial filings. *Id.* Original Debtor apparently transferred an undivided 50% ownership interest in the property in 2017. Yonkovich Declaration, Dckt 25. The Original Debtor filed five bankruptcy petitions that were ultimately dismissed.

Relief pursuant to 11 U.S.C. § 362(d)(4) may be granted if the court finds that two elements have been met. The filing of the present case must be part of a scheme, and it must contain improper transfers or multiple cases affecting the same property. With respect to the elements, the court concludes that the filing of the current Chapter 13 case in the Eastern District of California was part of a scheme by Debtor to hinder and delay Movant from conducting a nonjudicial foreclosure sale by filing multiple bankruptcy cases.

The fact that a debtor commences a bankruptcy case to stop a foreclosure sale is neither shocking nor *per se* bad faith. The automatic stay was created to stabilize the financial crisis and allow all parties, debtor and creditors, to take stock of the situation. However, the filing of the current Chapter 13 case cannot have been for any bona fide, good faith reason.

Here, the Debtor has filed two cases since 2017—both cases consisting of skeletal petitions without a proposed Chapter 13 Plan or Schedules. *See* Case No. 17-21112. The actual owner of the Property and borrower on the loan secured by the Property is Rita Schroeder, whom has filed the following cases:

10-29032, filed on 4/8/2010
10-37856, filed on 7/8/2010
16-21399, filed on 3/7/2016
16-23751, filed on 6/10/2016
16-26828, filed on 10/14/2016
19-23754, filed on 6/13/2019

With the exception of Schroeder's Chapter 7 case, no. 10-37856, each of Schroeder's cases were dismissed. In each of her cases where Schedules A/B were filed, Schroeder lists the Property as her solely owned asset—not listing the Debtor's purported 50 percent interest.

The present case was merely an extension of Schroeder's efforts to delay and hinder Movant from enforcing its rights and recovering the Property.

The court finds that proper grounds exist for issuing an order pursuant to 11 U.S.C. § 362(d)(4).

The court shall issue an order terminating, vacating, and annulling effective as of the August 1, 2019, filing of this bankruptcy case by Joseph Frank Paul Ramos, 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.

In granting the 11 U.S.C. § 362(d)(4) relief, the court notes that such is not the end of the game for Debtor. While granting relief through this case, if Debtor has a good faith, bona fide reason to commence another case while that order is in effect for the Property, the judge in the subsequent case can impose the stay in that case. 11 U.S.C. § 362(c)(4). That would ensure that Debtor, to the extent that some bona fide reason existed, would effectively assert such rights rather than filing several bankruptcy cases that are then dismissed.

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 Coastline Capital Fund III, 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 annulled effective as of the August 1, 2019, filing of this bankruptcy case, and are also terminated and vacated, to allow (and have allowed as of and after the above annulment date) 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 6332 Puerto Dr., Rancho Murieta, California ("Property").

IT IS FURTHER ORDERED that the above relief is also granted pursuant to 11 U.S.C. § 362(d)(4), which further provides:

"If recorded in compliance with applicable State laws governing notices of interests or liens in real property, an order entered under paragraph (4) shall be binding in any other case under this title purporting to affect such real property filed not later than 2 years after the date of the entry of such order by the court, except that a debtor in a subsequent case under this title may move for relief from such order based upon changed circumstances or for good cause shown, after notice and a hearing. Any Federal, State, or local governmental unit that accepts notices of interests or liens in real property shall accept any certified copy of an order

described in this subsection for indexing and recording.”

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.