

# FOR PUBLICATION

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Central District of California  
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8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **LOS ANGELES DIVISION**

11  
12 In re:  
13 David Stephens,

Case No.: 2:24-bk-13887-NB

Chapter: 13

14  
15  
16 Debtor.

**OPINION THAT THE AUTOMATIC STAY  
DID NOT APPLY TO POSTPETITION  
FINALIZATION OF NON-JUDICIAL  
FORECLOSURE**

Hearing:

Date: July 30, 2024

Time: 10:00 a.m.

Place: Courtroom 1545

255 E. Temple Street

Los Angeles, CA 90012

Appearances:

Dana M. Douglas, Esq. for Debtor

Marina Fineman, Esq. for Purchaser

22 The identity of the winning bidder at a foreclosure sale usually is known at the  
23 end of a live auction that is over in a few minutes. But sometimes, under amended  
24 California Civil Code § 2924 *et seq.*, matching or higher bids can be submitted up to  
25 several weeks later.

26 That is what happened here. There was a third party bidder at a live foreclosure  
27 auction, but a few weeks later a qualifying overbid was submitted by an eligible bidder,  
28

1 Sandra Cristobal (“Purchaser”). Debtor David Stephens (“Debtor”) filed his chapter 13  
2 bankruptcy petition the next day, on May 17, 2024 (the “Petition Date”).

3 Debtor argues that the foreclosure sale of his residence (the “Property”) could not  
4 be completed postpetition without violating the automatic stay of § 362(a)(3).<sup>1</sup> This  
5 Court disagrees.

6 First, § 362(a)(3) only prohibits an affirmative “act” to take possession of or  
7 exercise control over property of the bankruptcy estate. The sale became final without  
8 any such “act”: Purchaser’s prepetition bid simply turned out, postpetition, to be the last  
9 and highest bid.

10 Second, after the sale was final the foreclosure trustee did take an affirmative  
11 act: it executed and delivered to Purchaser the Trustee’s Deed Upon Sale (“Trustee’s  
12 Deed”). But by then Debtor’s temporary legal title had expired by its own terms, so the  
13 estate no longer had any “property” interest and § 362(a)(3) did not apply.

14 Third, Purchaser’s postpetition act of recording the Trustee’s Deed did not violate  
15 § 362(a)(3). Not only had the bankruptcy estate’s temporary title expired by that time  
16 but, alternatively, Purchaser’s perfection of her interest comes within the statutory  
17 exception to the automatic stay in § 362(b)(3).

18 In sum, the automatic stay was not violated by any of the three foregoing events  
19 – the sale becoming final, the transfer of title to Purchaser, or Purchaser’s recordation of  
20 the Trustee’s Deed. Alternatively, in case the automatic stay were to apply in some way  
21 (which it did not) it is appropriate for this Court to grant Purchaser’s request for relief  
22 under § 362(d)(1) and (d)(2), including annulment of the stay. Among other things:  
23 Debtor has not pointed to any way that he could regain any of the interests he used to  
24 have in the Property before the live auction; creditors will be paid in full out of what  
25 Purchaser has paid for the Property; Debtor will also receive a substantial distribution;

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26  
27 <sup>1</sup> Unless the context suggests otherwise, a “chapter” or “section” (“§”) refers to the United States  
28 Bankruptcy Code, 11 U.S.C. § 101 et seq. (the “Code”), a “Rule” means the Federal Rules of Bankruptcy  
Procedure or other federal or local rule, and other terms have the meanings provided in the Code, Rules,  
and the parties’ filed papers.

1 and the harm to Purchaser if the stay were not annulled substantially exceeds any  
2 supposed harm to Debtor if it is not.

3 The bottom line is that Debtor filed his bankruptcy petition too late, after the live  
4 foreclosure auction and after Purchaser's qualifying overbid. This Opinion is designated  
5 for publication because there has been relatively little judicial guidance on the interplay  
6 between the automatic stay and the recent amendments to California's non-judicial  
7 foreclosure statutes.

## 8 **1. JURISDICTION, VENUE, AND AUTHORITY**

9 This Bankruptcy Court has jurisdiction to determine matters pertaining to the  
10 automatic stay, and venue is proper under 28 U.S.C. §§ 1334 and 1408. This is a  
11 "core" proceeding in which this Bankruptcy Court has the authority to enter a final  
12 judgment or order under 28 U.S.C. § 157(b)(2)(A) and (O). *See also Stern v. Marshall*,  
13 564 U.S. 462 (2011).

## 14 **2. FACTS**

15 There is no dispute as to the underlying facts and timeline, which are set forth in  
16 the following table:

<b>Date</b>	<b>Event</b>
April 4, 2024	Property sold at live auction for \$659,000.00 to a third party who is not involved in the present dispute.
April 12, 2024	Purchaser timely submits a notice of intent to overbid per the procedures in Cal. Civ. Code § 2924m(c)(4).
May 16, 2024	Purchaser timely overbids by delivering a cashier's check for \$661,000.00 to the foreclosing trustee (the "Purchase Price").
May 17, 2024	Debtor files his bankruptcy petition.
May 19 or 20, 2024 <sup>2</sup>	No additional bids are submitted/received by the deadline(s), so Purchaser is "deemed the last and highest bidder" per Cal. Civ. Code § 2924m(c)(4)(B).
May 28, 2024	Foreclosing trustee delivers executed Trustee's Deed to Purchaser.
May 30, 2024	Purchaser records the Trustee's Deed.

26 \_\_\_\_\_  
27 <sup>2</sup> The statute requires that any eligible bidder "submit" a bid "during" the 45 day period after the live  
28 auction, *i.e.*, by Sunday, May 19, 2024, but permits submission via overnight delivery or other methods  
that might not be "received by the trustee" until the "next business day," which was Monday, May 20,  
2024. *See* Cal. Civ. Code § 2924m(c)(4)(A)(iii).

1 On July 8, 2024, Purchaser filed her “Motion For Relief From The Automatic Stay  
2 Or For Order Confirming That The Automatic Stay Does Not Apply Under 11 U.S.C.  
3 § 362(l)” (the “§ 362 Motion”). Debtor filed an opposition; Purchaser filed a reply; this  
4 Court heard oral arguments; and at the conclusion of the hearing this Court orally ruled  
5 that it would grant the § 362 Motion. This Opinion and the accompanying order  
6 implement that oral ruling.

7 **3. STATUTORY AUTHORITY**

8 **a. The automatic stay**

9 Debtor relies on § 362(a)(3). He does not argue that any other provision of the  
10 automatic stay applies.

11 Under § 362(a)(3), Debtor’s filing of the petition operated “as a stay, applicable to  
12 all entities, of ... any act to obtain possession of property of the estate or of property  
13 from the estate or to exercise control over property of the estate ...” (Emphasis  
14 added.) “State law determines the property rights of the parties, and whether those  
15 rights are obtained pre- or post-petition.” *In re Hager*, 651 B.R. 873, 880 (Bankr. E.D.  
16 Cal. 2023) (citing *Butner v. United States*, 440 U.S. 48 (1979)).

17 Supposing that the automatic stay were to apply, the statute includes an  
18 exception for “any act to perfect, or to maintain or continue the perfection of, an interest  
19 in property to the extent that the trustee’s rights and powers are subject to such  
20 perfection under section 546(b) of this title ...” § 362(b)(3) (emphasis added). The  
21 cross-referenced § 546(b) provides, in paragraph (1)(A), that the estate’s avoiding  
22 powers “are subject to any generally applicable law that permits perfection of an interest  
23 in property to be effective against an entity that acquires rights in such property before  
24 the date of perfection ...” See *In re Hunters Run Ltd. P’ship*, 875 F.2d 1425, 1428 (9th  
25 Cir. 1989) (purpose of § 362(b)(3) is to allow “creditors with certain types of liens to  
26 avoid the potential prejudice of section 362’s automatic stay by allowing for post-  
27 bankruptcy-petition perfection of these liens”).

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1           **b. California’s non-judicial foreclosure statutes**

2           Under relatively recent amendments to California’s non-judicial foreclosure  
3 statutes, certain persons – defined in the statute as “eligible bidders” – are authorized to  
4 submit bids even after completion of the live auction. See Cal. Civ. Code § 2924m(3).  
5 The statute defines various subcategories of eligible bidders, and the time at which the  
6 sale becomes final varies depending upon which subcategory describes the eligible  
7 bidder, and when the bid was submitted.<sup>3</sup>

8           An eligible bidder has fifteen days from the date of the live auction to submit  
9 either a qualifying eligible bid or a qualifying notice of intent to bid: “A trustee's sale of  
10 property under a power of sale contained in a deed of trust or mortgage on real property  
11 containing one to four residential units pursuant to Section 2924g shall not be deemed  
12 final until [in applicable circumstances] ... [f]ifteen days after the trustee's sale unless at  
13 least one ... eligible bidder submits to the trustee ... a nonbinding written notice of intent  
14 to place [a qualifying] bid.” Cal. Civ. Code § 2924m(c)(2) (emphasis added). If an  
15 eligible bidder timely follows through on this notice by submitting a qualifying bid, then  
16 the sale becomes final “on the 45th day after the trustee’s sale.” Cal. Civ. Code  
17 § 2924m(c)(4)(B).

18           Finality of the sale is different from actual transfer of title, as evidenced by the  
19 fact that the California statute addresses title separately from the finality of sale (albeit in  
20 parallel terms). Under Cal. Civ. Code § 2924m(f), “[t]itle to the property shall remain  
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23 <sup>3</sup> The amendments to the statutes, enacted by Senate Bill 1079, Cal. 2019–20 Reg. Sess. (eff. Jan. 1,  
24 2021), are sometimes known in the legal community as “Senate Bill 1079” or “SB 1079.” See 2020 Cal.  
25 Legis. Serv. Ch. 202 (S.B. 1079) (Westlaw). Further amendments were made by Assembly Bill 295,  
26 Stats. 2024, Ch. 142, Sec. 5 (eff. July 18, 2024). See 2024 Cal. Legis. Serv. Ch. 142 (A.B. 295)  
27 (Westlaw). Confusingly, the statute provides that a “trustee’s sale” (Cal. Civ. Code § 2924m(c)) shall not  
28 be deemed final until 45 days “after the trustee’s sale” (*id.*, § 2924m(c)(4)(A)), but the identity of the  
purchaser can change (as in this case) so the original “sale” is different from the final “sale.” In an  
attempt to avoid this confusion, this Opinion refers the original sale as the “live auction” and the final sale  
as the “sale.” For a more comprehensive discussion of the intricate amendments to the statute (not  
including the corrected cross-reference added by A.B. 295), see *Hager*, 651 B.R. 873, 881–82.

1 with ... trustor [Debtor] ... until the property sale is deemed final as provided in this  
2 section” (emphasis added).

3 Finality of the sale is also different from perfection, as explained in *Hager*, 651  
4 B.R. 873. California law provides that perfection is retroactive for an eligible bidder as  
5 of “the actual date of sale if the trustee’s deed is recorded within 60 calendar days after  
6 the sale ....” Cal. Civ. Code § 2924h(c).

#### 7 **4. DISCUSSION**

8 **a. Purchaser’s prepetition bid turned out to be the winning bid without**  
9 **any postpetition “act,” so the sale became final without any violation of the**  
10 **automatic stay**

11 Under the above-quoted California foreclosure statutes, the sale to Purchaser did  
12 not become final until “the 45th day after the trustee’s sale,” which was after the Petition  
13 Date. Cal. Civ. Code § 2924m(c)(4)(B). According to Debtor, this means that the sale  
14 is void as a violation of § 362(a)(3).

15 This Court disagrees. Section § 362(a)(3) prohibits any “act” to take possession  
16 or control of property. In an analogous situation, involving retaining possession of  
17 vehicles that had been impounded prepetition, the Supreme Court interpreted  
18 § 362(a)(3) to stay only “affirmative acts that would disturb the status quo of estate  
19 property as of the time when the bankruptcy petition was filed.” *City of Chicago, Illinois*  
20 *v. Fulton*, 592 U.S. 154, 158 (2021) (emphasis added). Similarly, in this case there is  
21 no affirmative postpetition act.

22 Purchaser’s prepetition bid simply turned out postpetition to be the last and  
23 highest bid. That had the effect of making the sale final, but not by any “act” of  
24 Purchaser or anyone else. Therefore, Debtor has not shown that the automatic stay  
25 prevented the foreclosure sale to Purchaser from becoming “final” under the California  
26 foreclosure statutes.

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1           **b. As of the Petition Date, Debtor’s remaining interest in the Property**  
2 **was only temporary and, after it ceased to exist by its own terms, there was no**  
3 **“property” for the automatic stay to protect**

4           Section § 362(a)(3) only prohibits acts to obtain possession of or exercise control  
5 over “property” of the bankruptcy estate. Debtor has not pointed to any property interest  
6 that the estate continued to have by the time the Trustee’s Deed was executed and  
7 delivered to Purchaser.

8           Under California law, Debtor had only temporary title to the Property as of the  
9 Petition Date. “Title to the property shall remain with the ... trustor [Debtor] ... until the  
10 property sale is deemed final as provided in this section.” Cal. Civ. Code § 2924m(f)  
11 (emphasis added). As noted above, the sale was deemed final as of the 45<sup>th</sup> day after  
12 the live auction, so Debtor’s temporary title expired by its own terms as of that 45<sup>th</sup> day.

13           Put differently, at the conclusion of the live auction on April 4, 2024, Debtor’s loss  
14 of title to the Property was already locked in place, leaving him with merely temporary  
15 title. The only uncertainty was whose name would appear on the Trustee’s Deed – the  
16 highest bidder at that live auction (if there were no qualified bidders who gave notice  
17 within 15 days), or a subsequent winning bidder such as Purchaser (after 45 days).

18           In addition, Debtor cites no authority that whatever title he continued to possess  
19 after the live auction gave him any interest that he could still use, sell, or lease (apart  
20 from his mere occupancy of the Property pending finality of the sale). For example, he  
21 cites no authority that he could still lease out rooms to tenants after the live auction, as  
22 he apparently hoped to do if this Court had been persuaded to rule in his favor.

23           Nor is this Court aware of any interest that Debtor had beyond these temporary  
24 rights, even on a contingent basis. For example, Debtor’s right to cure his defaults had  
25 expired five days prior to the date of the foreclosure sale. See Cal. Civ. Code  
26 § 2924(c)(a)(1) & (c).

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1 In sum, up until the 45<sup>th</sup> day, Debtor had only temporary title. After that 45 day  
2 period expired, Debtor has not established that he had any cognizable interest in the  
3 Property.

4 True, Debtor did in fact continue to occupy the Property. But, as pointed out by  
5 the Court of Appeals for the Ninth Circuit in an analogous context, once a debtor has  
6 “no remaining legal interest in the property” the fact of “actual possession” has “no  
7 bearing” on whether that debtor has a “cognizable possessory interest” in the property.  
8 *In re Perl*, 811 F.3d 1120, 1128 (9th Cir. 2016) (emphasis added).

9 Therefore, by the time the foreclosure trustee executed and delivered the  
10 Trustee’s Deed, any temporary property interest had ceased to exist. Those acts were  
11 not prohibited by the automatic stay of § 362(a)(3).

12 **c. Purchaser’s post-petition perfection of her interest in the Property**  
13 **qualifies for a statutory exception under § 362(b)(3)**

14 Purchaser perfected her interest in the Property by recording the Trustee’s Deed  
15 postpetition on May 30, 2024. But by that time the bankruptcy estate’s temporary  
16 interest in the Property had expired, so § 362(a)(3) did not prevent that act, for the  
17 reasons stated above.

18 Alternatively, the act of recording the Trustee’s Deed is excepted from the  
19 automatic stay by § 362(b)(3). The perfection analysis is explained by the Bankruptcy  
20 Appellate Panel for the Ninth Circuit (the “BAP”) in a case decided under California’s  
21 prior version of the foreclosure statutes, which included only a 15 day relation-back  
22 period:

23 Pursuant to 11 U.S.C. § 362(b)(3), an act to perfect an interest in property  
24 does not violate the automatic stay to the extent that the trustee's rights  
25 and powers are subject to such perfection under 11 U.S.C. § 546(b).  
26 Section § 546(b) provides that a trustee’s right to avoid a transfer pursuant  
27 to 11 U.S.C. §§ 544(a) or 549 is subject to any generally applicable law  
28 that permits perfection to relate back and to be effective against one who  
acquires rights in the property before the date of perfection. Pursuant to  
[Cal. Civ. Code] section 2924h(c), a foreclosure sale purchaser who  
records its deed within [the relation-back period, which in that case was up



1 to fifteen days after] the foreclosure sale[,] will prevail over someone who  
2 purchases the real property from the debtor after the foreclosure sale even  
3 if that person records its deed first. Therefore, the recordation of a  
4 foreclosure sale deed within [the California relation-back period] does not  
5 violate the automatic stay and is not avoidable pursuant to 11 U.S.C. §§  
6 544 or 549. [*In re Bebensee-Wong*, 248 B.R. 820, 822 (9th Cir. BAP  
7 2000) (quoting *In re Stork*, 212 B.R. 970, 971 (Bankr. N.D. Cal. 1997).]

8 There is no reason why the BAP's reasoning would not apply equally after the  
9 California relation-back period was expanded to 60 days for eligible bidders. See *In re*  
10 *Ford*, No. 2:22-BK-13649-WB, 2022 WL 17742285, at \*3 (Bankr. C.D. Cal. Dec. 15,  
11 2022) (under *Bebensee-Wong*, postpetition recordation of a trustee's deed did not  
12 violate the automatic stay).

13 **d. Alternatively, even if the automatic stay were to apply, relief from the**  
14 **stay is appropriate under § 362(d)(1) and (d)(2)**

15 Alternatively, if this Court were to suppose for the sake of discussion that Debtor  
16 could point to some "act" and some "property" interest to which § 362(a)(3) applied  
17 (which he has not done), it would be appropriate to grant Purchaser's request for relief  
18 from the automatic stay, including annulment. Purchaser makes a number of factual  
19 allegations supporting such relief. Debtor does not dispute her allegations (only her  
20 conclusions).

21 Purchaser asserts that roughly \$461,000.00 of the Purchase Price has already  
22 been used by the foreclosure trustee to pay off the foreclosing junior lienholder, and it  
23 would be expensive and difficult for her to attempt to recover those funds. The balance  
24 of the Purchase Price, allegedly amounting to approximately \$200,000.00, will be  
25 sufficient to pay all remaining unsecured claims against the property in full, and also  
26 distribute roughly \$187,000.00 to Debtor. Purchaser asserts that Debtor's proposed  
27 chapter 13 plan is infeasible because, among other things, his bankruptcy schedules  
28 show a negative net monthly income (-\$4,123.45, before any payments to creditors).  
Purchaser will be unable to refinance and pay off the senior lienholder, or reach any  
agreement with the senior lienholder, unless and until her § 362 Motion is granted. In  
addition, she and her parents have extended themselves financially in reliance on her

1 rights as an eligible bidder under California law, and they will be greatly prejudiced if her  
2 § 362 Motion is not granted. See § 362 Motion pp. pp. 10:18-11:7, 16:12-22:5. On this  
3 last point she alleges:

4           Coming up with the entire Purchase Price was not easy for [Purchaser],  
5 who earns less than approximately \$150,000 annually. On May 13, 2024,  
6 [Purchaser] obtained a home equity line of credit on her parents' house. The  
7 loan is in her name but secured by their house. [Purchaser] drew down  
8 \$433,000 on the credit line, which she used to pay a third of the Purchase Price.  
9 In order to pay the \$228,000 balance, [Purchaser] sold all of her personal stocks,  
and some of her retirement stocks, which she had been saving over the last  
several years in order to purchase a home. [§ 362 Motion, pp. 9:20-10:4  
(footnote omitted).]

10           The legal standards are well established. Under § 362(d)(1) this Court “shall”  
11 grant relief from the automatic stay, “such as by terminating [or] annulling ... such stay  
12 ... for cause, including the lack of adequate protection of [Purchaser’s] interest” in the  
13 Property.

14           Under § 362(d)(2) this Court “shall” grant relief if (A) Debtor does not have an  
15 equity in the Property and (B) the property is not necessary to an “effective”  
16 reorganization. For example, Debtor would have no equity in the Property even if  
17 (contrary to this Court’s analysis above) he retained bare legal title after 45 days. In any  
18 event, Debtor has not shown how he would have any equity after the live auction.

19           As for an “effective” reorganization, that means a “reasonable possibility of a  
20 successful reorganization within a reasonable time.” *In re Timbers of Inwood Forest*  
21 *Assoc’s, Ltd.*, 484 U.S. 365, 375-76 (1988) (citation and quotation marks omitted).  
22 Debtor has more leeway at this early stage of this bankruptcy case than he would later  
23 on, but that leeway is not unlimited: he must offer sufficient evidence “to indicate that a  
24 successful reorganization within a reasonable time is plausible.” *In re Sun Valley*  
25 *Newspapers*, 171 B.R. 71, 75-76 (9th Cir. BAP 1994) (citation and quotation marks  
26 omitted).

1 The party requesting relief from the automatic stay “has the burden of proof on  
2 the issue of the debtor's equity in property.” § 362(g). The party opposing such relief  
3 (Debtor) “has the burden of proof on all other issues.” *Id.*

4 Bankruptcy courts have “wide latitude” in crafting relief from the automatic stay,  
5 including annulment (*In re Schwartz*, 954 F.2d 569, 572 (9th Cir. 1992)), and must  
6 “balance[] the equities” to determine whether annulment is justified. *In re Nat'l Env't*  
7 *Waste Corp.*, 129 F.3d 1052, 1055 (9th Cir. 1997). See generally *In re Fjeldsted*, 293  
8 B.R. 12 (9th Cir. BAP 2003); and see also *In re Merriman*, 616 B.R. 381 (9th Cir. BAP  
9 2020) (*Fjeldsted* is a guide, not mechanical checklist).

10 In determining whether to annul the stay, bankruptcy courts should consider all of  
11 the facts and circumstances, including but not limited to "(1) whether the creditor was  
12 aware of the bankruptcy petition; and (2) whether the debtor engaged in unreasonable  
13 or inequitable conduct, or prejudice would result to the creditor." *Nat'l Env'tl. Waste*  
14 *Corp.*, 129 F.3d 1052, at 1055. Other considerations include the twelve that are listed in  
15 *Fjeldsted*, which are non-exclusive:

- 16 1. Number of filings;
- 17 2. Whether, in a repeat filing case, the circumstances indicate an intention to  
18 delay and hinder creditors;
- 19 3. A weighing of the extent of prejudice to creditors or third parties if  
20 the stay relief is not made retroactive, including whether harm exists to a  
21 bona fide purchaser;
- 22 4. The Debtor's overall good faith (totality of circumstances test);
- 23 5. Whether creditors knew of [the] stay but nonetheless took action, thus  
24 compounding the problem;
- 25 6. Whether the debtor has complied, and is otherwise complying, with the  
26 Bankruptcy Code and Rules;
- 27 7. The relative ease of restoring parties to the status quo ante;
- 28 8. The costs of annulment to debtors and creditors;
9. How quickly creditors moved for annulment, or how quickly debtors moved to  
set aside the sale or violative conduct;
10. Whether, after learning of the bankruptcy, creditors proceeded to take  
steps in continued violation of the stay, or whether they moved expeditiously  
to gain relief;
11. Whether annulment of the stay will cause irreparable injury to the debtor;
12. Whether stay relief will promote judicial economy or other efficiencies. [*In re*  
*Fjeldsted*, 293 B.R. 12, at 25 (emphasis added).]

1 In this case neither Debtor nor Purchaser argues that the other did anything  
2 wrong, inequitable, or untimely, except that Purchaser complains about Debtor having  
3 waited to file his bankruptcy petition until after the live auction and her overbid. The  
4 most significant *Fjeldsted* considerations are emphasized above: there would be  
5 substantial prejudice to Purchaser if the automatic stay were to apply and if relief were  
6 not made retroactive; this Court is unable to restore the parties to the *status quo* as it  
7 existed prior to the live auction; creditors can be paid in full out of net proceeds from the  
8 Purchase Price; Debtor will also receive a substantial distribution; and Debtor has not  
9 shown substantial harm. True, Debtor will suffer harm in that his loss of the Property  
10 will have been recognized as final and complete if the § 362 Motion is granted; but  
11 Debtor has not pointed to any way in which he could unwind his prepetition loss of the  
12 Property at the live auction, nor has he shown how in practical terms he could use, sell,  
13 or lease the Property at this late stage.

14 In addition, Purchaser has made a *prima facie* showing that her interest in the  
15 Property is not adequately protected, and Debtor has not adequately rebutted that  
16 showing. Debtor's hope, unsupported by data and projections, is that he could offset  
17 his negative monthly income by renting out rooms (or possibly the entire Property).  
18 That is not sufficient to show that his chapter 13 plan will be feasible such that he could  
19 fully compensate Purchaser, or more generally that Purchaser's interest is adequately  
20 protected. See §§ 361, 362(d)(1), 363(e).

21 For the foregoing reasons, Purchaser has shown sufficient cause for relief from  
22 the automatic stay in the event that the stay were to apply in any respect. Such relief  
23 includes both termination of the stay and annulment.

## 24 **5. CONCLUSION**

25 Purchaser is correct that Debtor has not established any violation of § 362(a)(3).  
26 Alternatively, it is appropriate to grant Purchaser's request for relief from the automatic  
27 stay, including annulment.

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1 This Court will issue a separate order granting Purchaser's § 362 Motion. That  
2 order will be effective immediately, pursuant to this Court's discretion under Rule  
3 4001(a)(3).

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23  
24 Date: August 13, 2024



Neil W. Bason  
United States Bankruptcy Judge