

CSD 1160 [03/01/15]

Docket #0420 Date Filed: 02/03/2023

Name, Address, Telephone No. & I.D. No.

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UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA
 325 West "F" Street, San Diego, California 92101-6991

In Re

Borrego Community Health Foundation

Debtor.

BANKRUPTCY NO. **22-02384-LT11****Wells Fargo Bank, N.A., d/b/a Wells Fargo Auto**

Moving Party

RS NO. **KMM-1**

Borrego Community Health Foundation, Debtor,
and, Trustee

Respondent (s)

MOTION FOR RELIEF FROM AUTOMATIC STAY

☐ **REAL PROPERTY** ☒ **PERSONAL PROPERTY**

Movant in the above-captioned matter moves this Court for an Order granting relief from the automatic stay on the grounds set forth below.

1. A Petition under Chapter ☐ 7 ☒ 11 ☐ 12 ☐ 13 was filed on **September 12, 2022.**
2. Procedural Status:
 - a. ☒ Name of Trustee Appointed (if any):
 - b. ☐ Name of Attorney of Record for Trustee (if any):
 - c. ☐ (Optional) Prior Filing Information:
 Debtor has previously filed a Bankruptcy Petition on: _____.
 If applicable, the prior case was dismissed on: _____.
 - d. ☐ (If Chapter 13 case): Chapter 13 plan was confirmed on _____ or a confirmation hearing is set _____.

Movant alleges the following in support of its Motion:

1. ☐ The following real property is the subject of this Motion:
 - a. Street address of the property including county and state:
 - b. Type of real property (e.g., single family residence, apartment building, commercial, industrial, condominium, unimproved):
 - c. Legal description of property is attached as Exhibit A.



2. ☒ The following personal property is the subject of this Motion (*describe property*):
2017 Chevrolet Silverado 2500, VIN: 1GC2CUEG2HZ289922
 - a. Fair market value of property as set forth in the Debtor's Schedules: **\$0.00. (See Dckt #97, pg 43)**
 - b. Nature of Debtor's interest in the property: **Owner of record of the property.**
3. *Fair market value of property according to Movant: **\$27,750.00 (Per J.D. Power estimated)**
4. *Nature of Movant's interest in the property: **Movant has a perfected security interest in the Property for which a Certificate of Title has been issued by the California Department of Motor Vehicles.**

5. *Status of Movant's loan:

a.	Balance owing on the date of Order for Relief:		\$8,241.79
b.	Amount of monthly payment:		\$640.33
c.	Date of last payment:		September 07, 2022
d.	If real property,		
i.	Date of default:		
ii.	Notice of Default recorded on:		
iii.	Notice of Sale published on:		
iv.	Foreclosure sale currently scheduled for:		
e.	If personal property,		
i.	Pre-petition default:	\$ _____	No. of Months: _____
ii.	Post-petition default:	\$ 2,561.32	No. of Months: 4

6. (If Chapter 13 Case, state the following:)

a.	Date of post-petition default:	January 19, 2023
b.	Amount of post-petition default:	\$2,561.32

7. Encumbrances:
- a. Voluntary encumbrances on the property listed in the Schedules or otherwise known to Movant:

Lender Name	Principal Balance	(IF KNOWN) Pre-Petition Arrearages Total Amount - # of Months:		Post-Petition Arrearages Total Amount - # of Months	
1st: Wells Fargo Bank, N.A.	\$8,241.79			\$2,561.32	4
2nd:					
3rd:					
4th:					
Totals for all Liens:	\$8,241.79			\$2,561.32	4

- 2520-N-0099
MtnMfr_CAS_V01

8. Relief from the automatic stay should be granted because:
- a. ☒ Movant's interest in the property described above is not adequately protected.
 - b. ☐ Debtor has no equity in the ☐ real property ☒ personal property described above and such property is not necessary to an effective reorganization.
 - c. ☐ The property is a "single asset real estate", as defined in 11 U.S.C. § 101(51B), and 90 days (or ____ days as ordered by this court) have passed since the entry of the order for relief in this case, and
 - i. the Debtor/Trustee has not filed a plan of reorganization that has a reasonable possibility of being confirmed within a reasonable time; and
 - ii. the Debtor/Trustee has
 - (1) ☐ not commenced monthly payments to each creditor whose claim is secured by the property (other than a claim secured by a judgment lien or by an unmatured statutory lien), or
 - (2) ☐ commenced payments, but such payments are less than the amount equal to interest at a current fair market rate on the value of each creditors' interest in the property.
 - d. ☒ *Other cause exists as follows (*specify*): ☐ See attached page.

Debtor has failed to make post-petition payments to Movant, see Exhibit C.

When required, Movant has filed separate Declarations pursuant to Local Bankruptcy Rule 4001-2(a).

Movant attaches the following:

1. ☒ Other relevant evidence:
 - **Contractual Agreement, Exhibit A**
 - **Title, Exhibit B**
 - **Payment History, Exhibit C**
 - **JD Power Guide, Exhibit D.**
2. ☐ (*Optional*) Memorandum of points and authorities upon which the moving party will rely.

WHEREFORE, Movant prays that this Court issue an Order granting the following:

- ☒ Relief as requested.
- ☒ Other:
 - **Waiver of the 14-day stay described by Bankruptcy Rule 4001(a)(3).**
 - **The Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of the Bankruptcy Code.**
 - **Movant observes the loan will mature in less than 9 months, on October 06, 2023**

Dated: February 3, 2023

/s/ Kirsten Martinez
[Attorney for] Movant

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Attorney for Secured Creditor,
Wells Fargo Bank, N.A., d/b/a/ Wells Fargo Auto

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA

In re: Case No. 22-02384-LT11
Borrego Community Health Foundation, Chapter 11
Debtor. R.S. No. KMM-1

DECLARATION OF IN SUPPORT OF MOTION
FOR RELIEF FROM AUTOMATIC STAY RE:
2017 CHEVROLET SILVERADO 2500, (V.I.N.
1GC2CUEG2HZ289922)
[11 U.S.C. § 362(d)(1) and (d)(2)]

I, Shelita Edwards, declare as follows:

I am a Bankruptcy Processor employed by Movant, Wells Fargo Bank, N.A., d/b/a/
Wells Fargo Auto (hereinafter referred to as "Movant"), a secured creditor herein. During the course
of my employment, my duties include, but are not limited to, monitoring accounts for lapses in
payment, lapses in insurance coverage, and handling respective customers' problems with their
account.

I am the custodian and/or keeper of the business records referenced herein and, as such, I am
qualified to certify the authenticity thereof. Additionally, I have personal knowledge of the matters
stated in this Declaration except as to those stated on information and belief and as to those matters,

1 I believe them to be true and correct. If called upon as a witness, I could, and would, competently
2 testify to the facts contained herein.

3 After reviewing the books, records and files of the above-referenced matter, I make the
4 following Declaration.

5 I am informed and believe, and thereon allege that Debtor, Borrego Community Health Found
6 (hereinafter referred to as "Debtor") executed a Retail Installment Sale Contract – Simple Finance
7 Charge (With Arbitration Provision) written contractual agreement for the purchase of a 2017
8 Chevrolet Silverado 2500, vehicle (V.I.N. 1GC2CUEG2HZ289922) (hereinafter referred to as the
9 "property") which Debtor, Borrego Community Health Foundation has listed in its Chapter 11
10 Petition. True and correct copies of the contractual agreement and the Lien and Title Information for
11 the property are attached hereto as Exhibits "A" and "B". The aforementioned, prevailing Security
12 Agreement was duly assigned by Bob Stall Chevrolet to Secured Creditor during the normal course
13 of business on or about September 22, 2017.

14 As of the date hereof, Debtor is past due for the October 6, 2022 through and including January
15 6, 2023, monthly payments at the rate of \$640.33 per month and Debtor will become due for the sum
16 of \$640.33 again on February 6, 2023. Debtor is in possession of the property at this time.

17 Based upon information derived from the JD Power Guide, a true and correct photocopy of
18 which is attached hereto as Exhibit "D". I am informed and believe, and thereon allege, the property
19 has a replacement value to Debtor of \$27,750.00. This is the value indicated for collateral of this
20 year, make, model and general features in the reference guide most commonly used source of
21 valuation data used by Movant in the ordinary course of business for determining the value of this
22 type of collateral. Although it appears that the Debtor has equity in the property, Secured Creditor
23 seeks relief “**for cause**” due to the Debtor being in default under the terms of the loan agreement due
24 to its election not to make the required payments under the terms of the loan agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 30 day of January, in Irving, TX, .

Shelia Cole

EXHIBIT A

ORDER NO. 553-CA-ARB SEE THE
 THE REPUBLIC AND REPUBLIC COMPANY TO ORDER
 1-800-244-6444 • 1-800-553-7888

- 1. FINANCE CHARGE.** The Finance Charge is the amount of money that you will pay for the use of the money that we lend you. The Finance Charge is based on the unpaid part of the Amount Financed. Seller-Creditor may receive part of the Finance Charge.
- b. How we will apply payments.** We will apply payments to the earned and unpaid part of the Finance Charge. In the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay.** We based the Finance Charge, Total Payments, and Total Sale Price shown on the front of the assumption that you will make every payment on the day it is due. Your Finance Charge, Total Payments, Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference. The minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000; (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000; or (3) 3% of the original Amount Financed is more than \$2,000.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you own under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

- b. Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or the contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer if we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

c. Security interest.

- You give us a security interest in:
- The vehicle and all parts or goods put on it.
 - All recover of goods recovered (proceeds) for the vehicle.
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
- This secures payment of all you owe on the contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- d. Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have the insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charge, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.

- Default means:**
- You do not pay any payment on time;
 - You give false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you in your name;
 - The vehicle is lost, damaged or destroyed; or
 - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.

- d. We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

- e. How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

- 4. WARRANTIES SELLER DISCLAIMS**
- If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.
- This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.
- 5. Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contradictory provisions in the contract of sale.
- Spanish Translation:** Guía para compradores de vehículos usados. La información que ve en el formulario en la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla de un auto usado disponible en contrato contenido en el contrato de venta.

- 6. SERVICING AND COLLECTION CONTACTS**
- You agree that we may try to contact you in writing, by e-mail, or using pre-recorded/voicemail voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree that you will within a reasonable time notify us of any change in your name, address, or employment.

- 7. APPLICABLE LAW**
- Federal law and California law apply to this contract. If any part of the contract is not valid, all other parts stay valid. We may delay or obtain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

- 8. WARRANTIES OF BUYER**
- You promise you have given true and correct information in your application for credit, and you have no knowledge that will make information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

- You waive the provisions of Calif Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE

CLAIM PROCEDURE

- If you become disabled, you must tell us right away. You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified. We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

- If your disability insurance covers all of your missed payments), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

- If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

- If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you.** You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the finance institutions with whom Seller regularly does business under an assignment agreement to Seller, Seller may cancel the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given) to you within 10 days of the date this contract is signed if Seller elects to cancel.** Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle,** you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.**

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract), at any time or from election, be resolved by neutral, binding arbitration and not by a court action. If federal law precludes a claim or dispute to be subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1033 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district where the parties reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fees and your arbitrator or hearing fee all up to a maximum of \$500, unless the law or the rules of the chosen arbitration organization require us to pay more. The arbitrator's decision may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of the Arbitration Provision shall be unenforceable.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT TO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Seller assigns its interest in this contract to Bob Stall Chevrolet (Assigned) under the terms of Seller's assignment to Assignee.

☐ Assigned with recourse ☐ Assigned without recourse

Seller: BOB STALL CHEVROLET By: [Signature] Title: [Signature]

EXHIBIT B



Wells Fargo Auto

Lien and Title Information

Lienholder

ELT Lien ID A14
Lienholder WELLS FARGO DLR SVCS
Lienholder PO BX 997517
Address SACRAMENTO, CA 95899
Lien Release
Date

Vehicle and Titling Information

VIN	1GC2CUEG2HZ289922	Issuance	10/11/2017
Title Number		Date	
Title State	CA	Received	10/13/2017
Year	2017	Date	
Make	CHEV	ELT/Paper	ELECTRONIC
Model		Odometer	125 09/22/2017
		Reading	
		Branding	

Owner 1 BORREGO COMMUNITY
Owner 2 HEALTH FOUNDATION
Owner 4343 YAQUIPASS RD
Address PO BOX 2369
BORREGO SPGS, CA 92004

Printed: Thursday, January 19, 2023 9:02:32 AM PST



EXHIBIT C

▼ Customer Main ▼ Comments ▼ Electronic Payment ▼ Details ▼ Bankruptcy ▼ Teller Tools ▼ Field Maint ▼ Charge Off / Repossession ▼ Work List

Customer Name: BORREGO COMMUNITY HEALTH FOUND | Loan Number: Active Recovery) SDI ▶ Assisting ADMIN/BACKOFFICE [[Change Type](#)]

Bankruptcy

Past Due Dates

Due Date	Interest	Principal	CPI	Late Charge	PR Variance	CPI Variance	Other Charges	CPI Interest	Total Due	Days Late	Reg Payment	% Left to Pay
10/06/2022	\$174.72	\$465.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$640.33	105	\$640.33	100
11/06/2022	\$0.00	\$640.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$640.33	74	\$640.33	100
12/06/2022	\$0.00	\$640.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$640.33	44	\$640.33	100
01/06/2023	\$0.00	\$640.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$640.33	13	\$640.33	100
TOTALS	\$174.72	\$2,386.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,561.32	105	\$2,561.32	100

Payments Due: 4

▼ Customer Main ▼ Comments ▼ Electronic Payment ▼ Details ▼ Bankruptcy ▼ Teller Transactions ▼ Field Maint ▼ Charge Off / Repossession ▼ Work List

Customer Name: BORREGO COMMUNITY HEALTH FOUND | Loan Number: (Active Recovery) SDI ▶ Assisting ADMIN/BACKOFFICE [[Change Type](#)]

Bankruptcy

Transaction History Date Range

Date Range: to (mm/dd/yyyy format)

SUBMIT

Transaction History Summary [[Show Transaction Details](#)]

Displaying 1-64

Posting Date	Effective Date	Transaction Description	Transaction Amount	Next Due Date	Principal Balance	Payment Variance
09/07/2022	09/07/2022	Automated telephone payment	\$640.33	10/06/2022	\$8,067.07	-
08/16/2022	08/16/2022	Automated telephone payment	\$640.33	09/06/2022	\$8,676.54	-
07/15/2022	07/15/2022	Automated telephone payment	\$640.33	08/06/2022	\$9,268.93	-
06/16/2022	06/16/2022	Automated telephone payment	\$640.33	07/06/2022	\$9,863.03	-
05/19/2022	05/19/2022	Automated telephone payment	\$640.33	06/06/2022	\$10,456.04	-
04/15/2022	04/15/2022	Automated telephone payment	\$640.33	05/06/2022	\$11,035.72	-
03/18/2022	03/18/2022	Automated telephone payment	\$640.33	04/06/2022	\$11,623.45	-
02/18/2022	02/18/2022	Automated telephone payment	\$640.33	03/06/2022	\$12,208.52	-
01/18/2022	01/18/2022	Automated telephone payment	\$640.33	02/06/2022	\$12,784.79	-
12/10/2021	12/10/2021	Automated telephone payment	\$640.33	01/06/2022	\$13,341.02	-
11/05/2021	11/05/2021	Automated telephone payment	\$640.33	12/06/2021	\$13,902.69	-
09/29/2021	09/29/2021	Automated telephone payment	\$640.33	11/06/2021	\$14,456.56	-
09/07/2021	09/07/2021	Automated telephone payment	\$672.35	10/06/2021	\$15,011.49	\$32.02
08/17/2021	08/17/2021	Automated telephone payment	\$640.33	09/06/2021	\$15,630.78	-
07/22/2021	07/22/2021	Automated telephone payment	\$640.33	08/06/2021	\$16,203.01	-
07/21/2021		Late charge added	(\$32.02)		-	-
06/15/2021	06/15/2021	Automated telephone payment	\$640.33	07/06/2021	\$16,743.20	-
05/12/2021	05/12/2021	Automated telephone payment	\$640.33	06/06/2021	\$17,288.52	-
04/20/2021	04/20/2021	Automated telephone payment	\$640.33	05/06/2021	\$17,865.31	-
03/11/2021	03/11/2021	Automated telephone payment	\$640.33	04/06/2021	\$18,386.76	-
02/04/2021	02/04/2021	Automated telephone payment	\$640.33	03/06/2021	\$18,920.05	-
01/12/2021	01/12/2021	Automated telephone payment	\$640.33	02/06/2021	\$19,487.93	-
12/03/2020	12/03/2020	Automated telephone payment	\$640.33	01/06/2021	\$19,999.21	-
11/06/2020	11/06/2020	Automated telephone payment	\$640.33	12/06/2020	\$20,550.09	-
10/05/2020	10/05/2020	Automated telephone payment	\$640.33	11/06/2020	\$21,081.67	-
09/09/2020	09/09/2020	Telephone payment	\$640.33	10/06/2020	\$21,599.45	\$32.02
09/04/2020	09/04/2020	Telephone payment	\$672.35	09/06/2020	\$22,221.87	\$32.02
08/21/2020		Late charge added	(\$32.02)		-	-
07/06/2020	07/06/2020	Automated telephone payment	\$640.33	08/06/2020	\$22,674.90	-
06/23/2020	06/23/2020	Automated telephone payment	\$672.35	07/06/2020	\$23,234.52	\$32.02
06/22/2020		Late charge added	(\$32.02)		-	-
05/08/2020	05/08/2020	Automated telephone payment	\$640.33	06/06/2020	\$23,730.90	-
04/06/2020	04/06/2020	Automated telephone payment	\$640.33	05/06/2020	\$24,246.16	-
03/06/2020	03/06/2020	Automated telephone payment	\$640.33	04/06/2020	\$24,762.74	-
02/06/2020	02/06/2020	Automated telephone payment	\$640.33	03/06/2020	\$25,284.87	-
01/06/2020	01/06/2020	Automated telephone payment	\$672.35	02/06/2020	\$25,796.29	-
12/06/2019	12/06/2019	Automated telephone payment	\$640.33	01/06/2020	\$26,304.87	-
11/25/2019	11/25/2019	Telephone payment	\$640.33	12/06/2019	\$26,897.37	-
11/21/2019		Late charge added	(\$32.02)		-	-
10/07/2019	10/07/2019	Automated telephone payment	\$640.33	11/06/2019	\$27,321.30	-
09/06/2019	09/06/2019	Automated telephone payment	\$640.33	10/06/2019	\$27,822.22	-
08/07/2019	08/07/2019	Automated telephone payment	\$640.33	09/06/2019	\$28,325.20	-
07/05/2019	07/05/2019	Automated telephone payment	\$640.33	08/06/2019	\$28,811.84	-
06/07/2019	06/07/2019	Automated telephone payment	\$640.33	07/06/2019	\$29,319.47	-
05/06/2019	05/06/2019	Automated telephone payment	\$640.33	06/06/2019	\$29,805.62	-
04/11/2019	04/11/2019	Automated telephone payment	\$640.33	05/06/2019	\$30,323.41	-
03/08/2019	03/08/2019	Automated telephone payment	\$640.33	04/06/2019	\$30,794.49	-
02/05/2019	02/05/2019	Automated telephone payment	\$640.33	03/06/2019	\$31,278.09	-
01/07/2019	01/07/2019	Automated telephone payment	\$640.33	02/06/2019	\$31,769.50	-
12/11/2018	12/11/2018	Automated telephone payment	\$640.33	01/06/2019	\$32,268.99	-
11/15/2018	11/15/2018	Automated telephone payment	\$640.33	12/06/2018	\$32,771.59	-
10/12/2018	10/12/2018	Automated telephone payment	\$640.33	11/06/2018	\$33,229.29	-
09/11/2018	09/11/2018	Automated telephone payment	\$640.33	10/06/2018	\$33,700.75	-
08/07/2018	08/07/2018	Telephone payment	\$640.33	09/06/2018	\$34,147.89	-
07/11/2018	07/11/2018	Automated telephone payment	\$640.33	08/06/2018	\$34,637.05	-
06/11/2018	06/11/2018	Telephone payment	\$640.33	07/06/2018	\$35,107.13	-
05/10/2018	05/10/2018	Automated telephone payment	\$640.33	06/06/2018	\$35,563.50	-
04/09/2018	04/09/2018	Automated telephone payment	\$640.33	05/06/2018	\$36,023.32	-
03/09/2018	03/09/2018	Automated telephone payment	\$640.33	04/06/2018	\$36,480.84	-
02/06/2018	02/06/2018	Automated telephone payment	\$640.33	03/06/2018	\$36,936.09	-
01/08/2018	01/08/2018	Telephone payment	\$640.33	02/06/2018	\$37,401.09	-
12/12/2017	12/12/2017	Automated telephone payment	\$640.33	01/06/2018	\$37,876.11	-
11/06/2017	11/06/2017	Automated telephone payment	\$640.33	12/06/2017	\$38,293.60	-
09/28/2017 *	09/22/2017	New loan	(\$38,652.77)	11/06/2017	\$38,652.77	-

[Print Transaction History](#)

EXHIBIT D

J.D. POWER

1/19/2023

J.D. POWER Used Cars/Trucks**Wells Fargo WFAuto Bankruptcy (Indirect)**PO Box 130000
Raleigh, NC 27605
888/875-9372
DavidNape@wellsfargo.com**Vehicle Information**

Vehicle: 2017 Chevrolet Silverado 2500 HD
Extended Cab Work Truck 6.0L V8

Region: California

Period: January 19, 2023

VIN: 1GC2CUEG2HZ289922

Mileage: 82,500

Base MSRP: \$35,490

Typically Equipped MSRP: \$37,445

Weight: 6,062

**J.D. POWER Used Cars/Trucks Values**

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Monthly				
Trade-In				
Rough	\$20,500	N/A	N/A	\$20,500
Average	\$22,175	N/A	N/A	\$22,175
Clean	\$23,550	N/A	N/A	\$23,550
Weekly				
Auction				
Low	\$17,425	-\$132	N/A	\$17,293
Average	\$22,025	-\$132	N/A	\$21,893
High	\$26,650	-\$132	N/A	\$26,518
Trade-In				
Rough	\$20,475	N/A	N/A	\$20,475
Average	\$22,150	N/A	N/A	\$22,150
Clean	\$23,525	N/A	N/A	\$23,525

J.D. POWER

1/19/2023

J.D. POWER Used Cars/Trucks

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Clean Loan	\$21,175	N/A	N/A	\$21,175
Clean Retail	\$27,725	N/A	N/A	\$27,725

*The auction values displayed include typical equipment and adjustments for mileage and any of the following applicable accessories: engine size, drivetrain, and trim.