

Austin P. Nagel, SBN 118247
Kirsten Martinez, SBN 310674
Bonial & Associates, P.C.
3160 Crow Canyon Place, Suite 215
San Ramon, California 94583
Telephone: (213) 863-6010
Fax: (213) 863-6065
Austin.Nagel@BonialPC.com
Kirsten.Martinez@BonialPC.com

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

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

In re:
Borrego Community Health Foundation,

Case No. 22-02384-LT11

Chapter 11

R.S. No KMM-1

**STIPULATION FOR ADEQUATE
PROTECTION RE: MOTION FOR RELIEF
FROM AUTOMATIC STAY**

Hearing:

Date: No hearing set

Time: No hearing set

Place: Room 129
325 West F Street
San Diego, CA 92101

Debtor

**TO THE HONORABLE LAURA S. TAYLOR, UNITED STATES BANKRUPTCY COURT
JUDGE, THE DEBTOR, DEBTOR'S COUNSEL, THE TRUSTEE, AND OTHER INTERESTED
PARTIES:**

A Motion for Relief from the Automatic Stay (the "Motion") was noticed in the within matter and filed by Wells Fargo Bank, N.A. d/b/a Wells Fargo Auto ("Movant").

Movant and Borrego Community Health Foundation, ("Debtor"), by and through their attorneys of record, have conferred and hereby stipulate for adequate protection as follows:



IT IS HEREBY STIPULATED:

1. This matter affects the personal property commonly known as a 2017 Chevrolet Silverado 2500, VIN: 1GC2CUEG2HZ289922 (the "Property").

2. Debtor shall make regular monthly payments in the amount of \$640.33 commencing April 6, 2023. The amount of these payments may be subject to change under the terms of the parties' original agreements. All payments due Movant hereunder shall be paid to Movant at the following address:

Wells Fargo Auto
P.O. Box 17900
Denver, CO 80217-0900

3. Debtor shall cure the post-petition default computed through March 7, 2023 in the sum of \$3,841.98 as follows:

a. In equal monthly installments of \$640.33 each commencing March 30, 2023 and continuing thereafter through and including August 30, 2023.

4. Debtor shall maintain adequate collision and comprehensive insurance coverage on the vehicle. Debtor is ordered not to operate the vehicle or to permit anyone else to operate the vehicle unless adequate collision and comprehensive insurance actually is in place. Until such time as Movant's secured claim is satisfied, if Movant reasonably believes that there is no such insurance coverage on the vehicle, Movant may serve fourteen days written notice of apparent breach of the order on Debtor and the Debtor's attorney; and if Debtor does not provide proof of insurance to Movant during the fourteen-day period, the Movant may file and serve on Debtor and Debtor's attorney a declaration so stating and request relief from the stay without further hearing.

5. Upon any default in the foregoing terms and conditions, Movant shall serve written notice of default to Debtor, and any attorney for Debtor. If Debtor fails to cure the default within 10 days after mailing of such written notice, Movant shall give telephonic notice to any attorney for Debtor and may file and serve a declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which the Court may grant without further notice or hearing.

6. Notwithstanding anything contained herein to the contrary, the Debtor shall be entitled to a maximum of three (3) notices of default and opportunities to cure pursuant to the preceding paragraph.

Once Debtor has defaulted this number of times on the obligations imposed by this Order and has been served with this number of notices of default, Movant shall be relieved of any obligation to serve additional notices of default and provide additional opportunities to cure. If an event of default occurs thereafter, Movant shall be entitled, without first serving a notice of default and providing the Debtor with an opportunity to cure, to file and serve a declaration under penalty of perjury setting forth in detail the Debtor's failures to perform hereunder, together with a proposed order terminating the stay, which the Court may enter without further notice or hearing.

7. The foregoing terms and conditions shall be binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated with respect to the Property by court order or by operation of law, the foregoing terms and conditions shall cease to be binding and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the Property and/or against the Debtor.

8. If Movant obtains relief from stay based on Debtor's defaults hereunder, the order granting that relief shall contain a waiver of the 14-day stay created by Federal Rule of Bankruptcy Procedure 4001(a)(3).

9. Movant may accept any and all payments made pursuant to this Order without prejudice to or waiver of any rights or remedies to which it would otherwise have been entitled under applicable non-bankruptcy law.

APPROVED AS TO FORM AND CONTENT:

Dated: March 24, 2023



Samuel Ruven Maizel
Tania M. Moyron
Attorneys for Debtor,
Borrego Community Health Foundation

Dated: March 24, 2023

/s/Kirsten Martinez

Austin P Nagel
Kirsten Martinez
Attorney for Movant,
Wells Fargo Bank, N.A. d/b/a Wells Fargo Auto

CSD 3010 [07/01/18]

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

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF CALIFORNIA 325 West F Street, San Diego, California 92101-6991		
In Re		BANKRUPTCY NO.
Debtor.		
	Plaintiff(s)	ADVERSARY NO.
v.		
	Defendant(s)	

PROOF OF SERVICE

I, _____ ~~am a resident of the State of California~~, over the age of 18 years, and not a party to this action.

On _____, I served the following documents:

1. To Be Served by the Court via Notice of Electronic Filing ("NEF"):

Under controlling Local Bankruptcy Rules(s) ("LBR"), the document(s) listed above will be served by the court via NEF and hyperlink to the document. On _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the e-mail address(es) indicated and/or as checked below:

☐

Chapter 7 Trustee:

☐

For Chpt. 7, 11, & 12 cases:

 UNITED STATES TRUSTEE
 ustp.region15@usdoj.gov

☐

For ODD numbered Chapter 13 cases:

 THOMAS H. BILLINGSLEA, JR., TRUSTEE
 Billingslea@thb.coxatwork.com

☐

For EVEN numbered Chapter 13 cases:

 DAVID L. SKELTON, TRUSTEE
 admin@ch13.sdcoxmail.com
 dskelton13@ecf.epiqsystems.com

CSD 3010 [07/01/18] (Page 2)

2. **Served by United States Mail:**

On _____, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing accurate copies in a sealed envelope in the United States Mail via 1) first class, postage prepaid or 2) certified mail with receipt number, addressed as follows:

3. **Served by Personal Delivery, Facsimile Transmission, Overnight Delivery, or Electronic Mail:**

Under Fed.R.Civ.P.5 and controlling LBR, on _____, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission, by overnight delivery and/or electronic mail as follows:

I declare under penalty of perjury under the laws of the United States of America that the statements made in this proof of service are true and correct.

Executed on _____

(Date)

(Typed Name and Signature)

(Address)

(City, State, ZIP Code)