

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:

SOUND SHORE MEDICAL CENTER
WESTCHESTER, et al.

Debtors.

Hearing Date: June 16, 2015

Hearing Time: 10:00 AM

**MOTION FOR RELIEF FROM
AUTOMATIC STAY PURSUANT
TO 11 U.S.C. SECTION 362(d)(1)**

Chapter 11

Case No. 13-22840 (RDD)

(Jointly Administered)

Toyota Lease Trust, a creditor in the above-captioned bankruptcy case, by its counsel, SCHILLER & KNAPP, LLP, as and for a Motion for Relief from Automatic Stay pursuant to 11 U.S.C. §362(d)(1), states the following as grounds therefor:

1. On May 29, 2013, the debtor, South Shore Medical Center of Westchester, filed a Voluntary Petition in Bankruptcy under Title 11, Chapter 11, U.S.C., in the United States Bankruptcy Court for the Southern District of New York.
2. The Court has jurisdiction to entertain this motion under 28 U.S.C. §157.
3. Toyota Lease Trust (hereinafter "TLT") is the record owner of one (1) 2013 Lexus LS460 (V.I.N. JTHCL5EF8D5016971) (hereinafter "property").
4. Pursuant to 11 U.S.C. §362, upon the commencement of the instant bankruptcy case, TLT is stayed from taking any action against the debtor to liquidate the leased property.
5. On April 28, 2013, Lexus of Mt. Kisco (hereinafter "dealer"), as lessor and the debtor, as lessee entered into a Motor Vehicle Lease Agreement (hereinafter "Lease") pursuant to which the debtor leased the property from the dealer at the rate of \$1,481.20 per month for a term of twenty-four (24) months, commencing on April 28, 2013. A copy of the Lease and certificate of title are annexed hereto as Exhibit "A" and made a part hereof.

6. Upon information and belief, the debtor has surrendered the property.

7. Pursuant to the terms and provisions thereof, and for good and valuable consideration, the Lease was duly assigned by the dealer to TLT, which is now the holder and owner of same. As of April 14, 2015, the debtor's payment obligations to TLT pursuant to the terms and conditions of the Lease are as follows:

- a. Net balance due: \$49,609.98
- b. Original lease maturity date: April 28, 2015

8. TLT requests an award of reasonable costs and attorney's fees pursuant to the terms of the underlying Lease as may be allowed by the Court.

9. TLT has ascertained that the wholesale value of the property is FIFTY-FOUR THOUSAND THREE HUNDRED FIFTY DOLLARS AND NO CENTS (\$54,350.00) based on NADA Used Car Guide's estimated value of the property in average condition.

10. 11 U.S.C. §362(d) provides for circumstances under which the Court may terminate, annul, modify, or condition the automatic stay. Specifically, 11 U.S.C. §362(d)(1) and (2), provide:

"(d) On request of a party in interest and after a notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying or conditioning such stay –

- (1) for cause, including the lack of adequate protection of an interest in property of such party in interest; or
- (2) with respect to a stay of an act against property under subsection (a) of this section, if –
 - (A) the debtor does not have an equity in such property; and

(B) such property is not necessary to an effective reorganization."

11. It is respectfully asserted that TLT's interest in the property will not be adequately protected if the automatic stay is allowed to remain in effect.

12. Sufficient cause exists to grant TLT relief from the automatic stay which includes the following:

- a. The debtor has surrendered the vehicle.
- b. The ownership interests of TLT with respect to the property is not adequately protected as envisioned under 11 U.S.C. §361.
- c. The property, by its intrinsic nature, is mobile, thereby subject to foreseeable possibility of injury thereto by way of accident or collision.

13. TLT further requests that the provisions of F.R.B.P. Rule 4001 which state that the Order Granting Relief from the Automatic Stay will be effective fourteen days from the date of its entry be waived.

WHEREFORE, Toyota Lease Trust respectfully requests that pursuant to 11 U.S.C. §362 the Court issue an Order (a) granting TLT relief from automatic stay in order to dispose of its property

(b) waiver of the provisions of F.R.B.P. Rule 4001 which state that the Order Granting Relief from the Automatic Stay will be effective fourteen days from the date of its entry, and for such other and further relief as to the Court may seem just and proper.

DATED: April 17, 2015

TOYOTA LEASE TRUST

By Its Counsel

/s/ Martin A. Mooney
Martin A. Mooney, Esq. (MM 8333)
SCHILLER & KNAPP, LLP
950 New Loudon Road, Suite 109
Latham, New York 12110-2100
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E-Mail: mmooney@schillerknapp.com

15.03987

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:

SOUND SHORE MEDICAL CENTER
WESTCHESTER, et al.

Debtors.

Hearing Date: June 16, 2015

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**NOTICE OF MOTION FOR RELIEF
FROM AUTOMATIC STAY PURSUANT
TO 11 U.S.C. SECTION 362(d)(1)**

Chapter 11

Case No. 13-22840 (RDD)

(Jointly Administered)

PLEASE TAKE NOTICE that upon the Motion for Relief from Automatic Stay pursuant to 11 U.S.C. §362(d)(1), of secured creditor, Toyota Lease Trust, dated April 17, 2015, the undersigned will move at a hearing to be held at United States Bankruptcy Court, 300 Quarropas Street, White Plains, NY 10601-4140 on June 16, 2015, at 10:00 AM of that day, or as soon thereafter as counsel can be heard, for an Order pursuant to 11 U.S.C. §362(d)(1) granting such creditor relief from automatic stay, and waiver of the requirement of F.R.B.P. Rule 4001 that requires that the Order Granting Relief from the Automatic Stay be effective fourteen days from the date of the entry of said Order, for costs and disbursements of this action; and for such other and further relief as to the Court may seem just and proper.

PLEASE TAKE FURTHER NOTICE that pursuant to Rule 9006-1, Local Rules of Bankruptcy Practice for the Southern District of New York, answering papers and memoranda of law, if any, must be filed with the Court and served upon the undersigned so as to be received by the undersigned no later than seven (7) calendar days before the return date of this motion.

DATED: April 17, 2015

TOYOTA LEASE TRUST

By Its Counsel

/s/ Martin A. Mooney

Martin A. Mooney, Esq. (MM 8333)

SCHILLER & KNAPP, LLP

950 New Loudon Road, Suite 109

Latham, New York 12110-2100

Tel (518) 786-9069

E-Mail: mmooney@schillerknapp.com

TO: Burton S. Weston, Esq.
Attorney for Debtor
Garfunkel, Wild & Travis, P.C.
111 Great Neck Road - 5th Floor
Great Neck, New York 11021

United States Trustee
U.S. Federal Office Building
201 Varick Street, Suite 1006
New York, New York 10014

Sound Shore Medical Center of Westchester (Debtor)
16 Guion Place
Attn: Kry
New Rochelle, New York 10802

John R. Spicer (Party in Interest)
President
Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, New York 10802

Angela Ferrante, Esq.
Attorney for GCG, Inc.
(Claims and Noticing Agent)
Garden City Group, LLC
1985 Marcus Avenue, Suite 200
Lake Success, NY 11042

Mark I. Fishman, Esq.
Attorney for Daniel T. McMurry
(Patient Care Ombudsman)
Neubert, Pepe & Monteith, PC
195 Church Street
New Haven, CT 06510

Martin G. Bunin, Esq.
Attorney for Official Committee
of Unsecured Creditors
(Creditor Committee)
Alston & Bird LLP
90 Park Avenue
New York, NY 10016

FINANCIAL SERVICES

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

Itemization of Amount Due at Lease Signing or Delivery	
1. Finance Charge	
2. Sales Tax	
3. Title Insurance	
4. License	
5. Dealer Fee	
6. Other	
Total	

9. Your Monthly Payment is determined as shown below:

Early Termination: You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	

Gross Capitalized Cost Renovation and Other Items

14 **Lease Term and Scheduled Maturity Date** The Lease Term of this lease is _____ months, and the **OTHER THAN THE MANUFACTURER'S AND/OR LESSOR'S WARRANTY ABOVE, YOU ARE LEASING THE VEHICLE "AS IS"**

19 Optional Insurance and Other Products

~~CONFIDENTIAL~~

not included in this Lease.	20 Complete Agreement or Modification
20. Entirement Offered Term and Terms	By your initials, you acknowledge that this Lease contains the entire

17 Vehicle Maintenance and Damage
You are responsible for all maintenance, repair, service, and operating

New York State Motor Vehicle Retail Leasing Act Disclosures

New York State Motor Vehicle Retail Lending Act Disclosures

Lease Signatures and Notices

NOTICE TO LESSEE: 1. Do not sign this Agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this Agreement when you sign it.

You acknowledge that you have received a complicity filed in copy of this Lease

MOTOR VEHICLE LEASE AGREEMENT

LESSOR LEXUS OF HI KISCO By [Signature] Title [Signature] Date 04/28/13

PLEASE READ THE BACK SIDE FOR ADDITIONAL TERMS AND CONDITIONS

PREVIOUS EDITIONS MAY NOT BE USED

TMCC COPY

TOYOTA LEASE TRUST
260 INTERSTATE N CIR
ATLANTA GA 30339

001096

NEW YORK STATE							www.dmv.ny.gov
Title and Identification No		Year	Make	Model Code	Body/Hull	Document No	
JTHCL5EF8D5016971		2013	LEXUS	L46	4DSD	830359F	
Color	Wt./Sts./Lgth	Fuel	Cyl./Prop	New or Used	Type of Title	Date Issued	
GY	4151	GAS	8	NEW	VEHICLE	5/29/13	
Name and Address of Owner(s)			ODOMETER READING:		00187		
TOYOTA LEASE TRUST			ACTUAL MILEAGE		00187		
260 INTERSTATE N CIR							
ATLANTA GA 30339							
<p>This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.</p> <p>Lienholder _____ Lienholder _____</p> <p>* NO LIENS RECORDED * * NO LIENS RECORDED *</p> <p>Lienholder _____ Lienholder _____</p> <p>* NO LIENS RECORDED * * NO LIENS RECORDED *</p>							

MV-999 (1/11)

DEPARTMENT OF MOTOR VEHICLES

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
WHITE PLAINS DIVISION

IN RE:

SOUND SHORE MEDICAL CENTER OF
WESTCHESTER
DEBTOR(S)

TOYOTA MOTOR CREDIT CORPORATION
MOVANT

VS

SOUND SHORE MEDICAL CENTER OF
WESTCHESTER
AND TRUSTEE
RESPONDENTS

§
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§

CASE NO. 13-22840-RDD

CHAPTER 11

AFFIDAVIT IN SUPPORT OF MOTION FOR RELIEF FROM STAY

"I, Cheryl Nishimura, hereby state the following:

1. Toyota Motor Credit Corporation, as servicing agent for Toyota Lease Trust, ("Movant") and its successors and/or assigns, is authorized to sue on its own behalf.
2. I am an employee and duly authorized representative of Movant and hereby make this Affidavit in such capacity. All facts recited herein are within my personal knowledge of all records concerning the account with Debtor(s) and are true and correct.
3. In the course of my employment, I have become familiar with the manner and method in which Movant maintains its books and records in its regular course of business. Those books and records are managed by employees and agents whose duty it is to keep the books and records accurately and completely and to record each event or item at or near the time of the event or item so noted.
4. I have reviewed the books and records which reveal that Movant is the owner and holder of a Motor Vehicle Lease Agreement, Lease Number xxxxxx004, (the "Agreement"), signed by Sound Shore Medical Center of Westchester. Movant is secured under the Agreement by a properly perfected security interest inas owner of the following collateral: 2013 Lexus LS460, VIN: JTHCL5EF8D5016971 and more particularly described in those documents.
5. By virtue of the Agreement, Movant is the holder of a secured claim against the Debtor(s).
6. As of April 14, 2015, the total indebtedness was \$49,609.98.

7. Debtor(s) are unable to demonstrate that the Collateral is adequately insured post-petition.
8. It is Debtor(s) intention to surrender the Collateral.
9. According to the publication commonly relied upon by banks, insurance companies, government agencies, and dealers in determining the value of collateral, the retail market value of the Collateral at time the Debtor(s) commenced this bankruptcy proceeding was approximately \$75,525.00. The present retail market value of the Collateral is \$58,600.00.
10. Movant has had to retain counsel to represent it before this Court and is incurring legal expenses and attorneys' fees for which it is entitled to reimbursement under the terms of the Note. I declare that the foregoing facts are true and correct.

FURTHER AFFIANT SAYETH NOT."

13-22840-RDD

Toyota Motor Credit Corporation

By: *Cheryl Nishimura*

A Duly Authorized Representative

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me this 17th day

of April, 2015, by CHERYL NISHIMURA

Marion W. [Signature], proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *Marion W. [Signature]* (Seal)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:

SOUND SHORE MEDICAL CENTER
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Debtors.

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CERTIFICATE OF SERVICE

Chapter 11

Case No. 13-22840 (RDD)

(Jointly Administered)

I, Georgia C. Visconti, certify under penalty of perjury that I am not less than eighteen (18) years of age; that I electronically filed with the Clerk of the Bankruptcy Court a Notice of Motion and Motion for Relief from Automatic Stay Pursuant to 11 U.S.C. Section 362(d)(1) (with attached proposed Order) on April 21, 2015 and served same as indicated below.

Mail Service: Regular, first-class United States mail, postage full pre-paid, addressed to:

United States Trustee
U.S. Federal Office Building
201 Varick Street, Suite 1006
New York, New York 10014

Sound Shore Medical Center of Westchester
(Debtor)
16 Guion Place
New Rochelle, New York 10802

John R. Spicer (Party in Interest)
President
Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, New York 10802

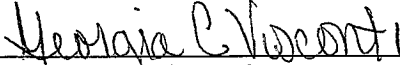
E-Mail Service: via CM/ECF e-mail notification to the following:

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Georgia C. Visconti