Our File No.: 52789
MORTON & CRAIG, LLC
110 Marter Avenue
Suite 301
Moorestown, NJ 08057
(856)866-0100
Attorney for Ford Motor Credit Company LLC
JM5630

IN RE:

ALUMINUM SHAPES, L.L.C.

UNITED STATES
BANKRUPTCY COURT FOR
THE DISTRICT OF NEW
JERSEY

CHAPTER 11

CASE NO: 21-16520(JNP) HEARING DATE: 10-26-2021

NOTICE OF MOTION OF FORD MOTOR CREDIT COMPANY LLC FOR RELIEF FROM THE AUTOMATIC STAY

To:

Aluminum Shapes, L.L.C. 9000 River Road Delair, NJ 08110 Debtor

Edmond M. George, Esq. Centre Square West 1500 Market Street, Suite 3400 Philadelphia, PA 19102 Attorney for the debtor

U.S. Trustee, US Dept of Justice Office of the US Trustee One Newark Center, Suite 2100 Newark, NJ 07102 Attn: Jeffrey M. Sponder, Esq.

CONTINUED

CREDITORS:

U.S. Small Business Administration Region II 26 Federal Plaza, Suite 3108 New York, NY 10278	P.S.E. &G. 150 How Lane New Brunswick, NJ 08901
Indigo Global	NJR Retail Services
One South Broad Street	Attn: Pamela Flick
Suite 1610	P.O. Box 9001075
Philadelphia, PA 19107	Louisville, KY 40290-1075
Nathan H. Kelman, Inc.	Sentry Insurance
41 Euclid Street	1800 North Point Drive
Cohoes, NY 12047	Stevens Point, WI 54481
Harris, Baio & McCullough	Energy Power Investment Co., LLC
520 S. Front Street	1605 N. Cedar Crest Blvd.
Philadelphia, PA 19147	Allentown, PA 18104
Pennsauken Township Municipal Building 5605 N Crescent Blvd. Pennsauken, NJ 08110	Merchantville-Pennsauken Water 6751 Westfield Avenue Pennsauken, NJ 08110
Southeastern Extrusion Tool 510 Staples Drive Florence, AL 35630	Indialaw LLP Apeejay Chambers, Ground Floor Wallace Street, Fort Mumbai Maharashtra 400001 India
Northeast Metal Traders	Labrador Recycling
7345 Milnor Street	115 Stevens Street
Philadelphia, PA 19136	Springfield, MA 01104
Attar Metals Inc. 6290 Netherhard Road Mississauga, ON L5T 1B7 Canada	American Express Three World Financial Center 200 Vesey Street New York, NY 10285-4803
Coventya, Inc.	Greaney Consulting LLC
4639 Van Epps Road	800 Village Walk
Brooklyn Heights, OH 44131	Guilford, CT 06437
Internal Revenue Service	Local 837 401K Plan
600 Arch Street	12275 Townsend Road
Philadelphia, PA 19106	Philadelphia, PA 19154

John R. Morton, Jr., Esquire, attorney for Ford Motor Credit Company LLC, has filed papers with the Court for relief from the automatic stay to permit Ford Motor Credit Company LLC to repossess and sell the motor vehicle(s) described in the attached pleadings. Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult with one. If you do not want the Court to grant the relief sought, or if you want the Court to consider your views on the motion, then no later than seven (7) days before the hearing date, you or your attorney must:

File with the Court a written request for a hearing (or, if the Court requires a written response, an answer, explaining your position) at:

United States Bankruptcy Court 1 John F. Gerry Plaza 4th. & Cooper Streets Camden, NJ 08101

If you mail your (request) (response) to the Court for filing, you must mail it early enough so the Court will receive it on or before the date stated above.

You must also mail a copy to:

John R. Morton, Jr., Esquire 110 Marter Avenue, Suite 301 Moorestown, NJ 08057 Case 21-16520-JNP Doc 121 Filed 09/30/21 Entered 09/30/21 13:13:43 Desc Main Document Page 4 of 4

TAKE FURTHER NOTICE that the facts movant relies upon, as set forth on the

accompanying certification, and the basis for relief from the automatic stay, do not

present complicated questions of fact or unique questions of law, it is hereby submitted

that no brief is necessary in the Court's consideration of the within Motion, and TAKE

FURTHER NOTICE that oral argument is hereby not requested.

Attend the hearing scheduled to be held on October 26, 2021 at 11 a.m. in

Courtroom #4C, United States Bankruptcy Court, Mitchell Cohen Federal Court

House, 1 John F. Gerry Plaza, 4th. & Cooper Streets, 4th. Floor, Camden, New Jersey

08102.

If you or your attorney do not take these steps, the Court may decide that you do

not oppose the relief sought in the motion and may enter an order.

Date: 9

9-30-2021

/s/ John R. Morton, Jr.

John R. Morton, Jr., Esquire Attorney for Ford Motor Credit

Attorney for Ford Motor Credit

Company LLC

Case 21-16520-JNP Doc 121-1 Filed 09/	30/21 Entered 09/30/21 13:13:43 Desc
UNITED STATES BANKRUPTCY COPPOSED Order	Page 1 of 2
DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-2(c)	
In Re:	Case No.:
	Hearing Date:
	Lada
	Judge:
	Chapter:
Recommended Local Form:	Followed

ORDER VACATING STAY

The relief set forth on the following page is hereby ${\bf ORDERED}.$

Case 21-16520-JNP Doc 121-1 Filed 09/30/21 Entered 09/30/21 13:13:43 Desc Proposed Order Page 2 of 2

Upon the motion of, ı	ınder
Bankruptcy Code section 362(a) for relief from the automatic stay as to certain property as	
hereinafter set forth, and for cause shown, it is	
IT IS HEREBY ORDERED that the automatic stay of Bankruptcy Code section 362 vacated to permit the movant to pursue the movant's rights in the personal property describe the extent and in the manner provided by any applicable contract documents and nonbankrupted to the extent and in the manner provided by any applicable contract documents and nonbankrupted to the extent and in the manner provided by any applicable contract documents and nonbankrupted to the extent and in the manner provided by any applicable contract documents and nonbankrupted to the extent and in the manner provided by any applicable contract documents and nonbankrupted to the extent and in the manner provided by any applicable contract documents and nonbankrupted to the extent and in the manner provided by any applicable contract documents and nonbankrupted to the extent and the e	d below to
☐ Real property more fully described as:	
☐ Personal property more fully described as:	
It is further ORDERED that the movant may join the debtor and any trustee appointed this case as defendants in its action(s) irrespective of any conversion to any other chapter of	

The movant shall serve this order on the debtor, any trustee and any other party who entered an appearance on the motion.

Bankruptcy Code.

MORTON & CRAIG LLC
John R. Morton, Jr., Esq.
110 Marter Ave.
Suite 301
Moorestown, NJ 08057
Telephone: (856)866-0100
Attorney for: Ford Motor Credit Company LLC
JM-5630

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

IN RE:

ALUMINUM SHAPES LLC.

Case No. 21-16520(JNP) CHAPTER 11

Hearing Date:

CERTIFICATION IN SUPPORT OF
MOTION OF FORD MOTOR CREDIT
COMPANY LLC FOR RELIEF THE
AUTOMATIC STAY

certifies as follows:

- 1. I am employed by Ford Motor Credit Company LLC ("Credit Acceptance") and am familiar with the facts of this case.
- 2. On 6-8-18, the debtor executed a Retail Installment Contract for the purchase of a 2017 FORD more particularly described in the following paragraph. The contract was assigned to Ford Motor Credit Company LLC and the debtor(s) became indebted to Ford Motor Credit Company LLC in accordance with the terms of same. To secure payment of the contract, the title to the vehicle was delivered to Ford Motor Credit Company LLC with Ford Motor Credit Company LLC named as first lienholder. As a result, Ford Motor Credit Company LLC is the holder of a first

purchase money security interest encumbering the vehicle. True copies of the contract and title are annexed hereto.

- 3. The following information sets forth the make, model and serial number of the vehicle, the original terms of the contract, the average retail and trade-in value of the vehicle, and the current status of the debtors' contract:
 - A. Make, model and serial number of motor vehicle: 2017 FORD F350

Serial number: 1FT8W3B60HEE23387

B. Original Contract terms:

(i) Total of payments: \$28,716.00

(ii) Term: 48 months

(iii) Monthly payment: \$598.25

(iv) First payment due: 7-23-18*

Clean retail value: \$44,350.00*

*Values derived from NADA Official Used Car Guide, September 2021

Delinquency status: As of 9-24-21, account due from 8-23-21 to 9-23-21

Arrears: \$1241.37 as of 9-24-21

Statement of Balance Due:

Payoff amount: \$6,601.14 as of 9-24-21

- 4. Ford Motor Credit Company LLC requests relief from the automatic stay for the following reason:
 - a. The account is in default. The debtor is failing to make payments on the retail installment contract encumbering the vehicle and is failing to provide Ford Motor Credit Company LLC with adequate protection.

I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE.

I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME

ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

Pamelu Rucker

Dated:

Colorado Springs, CO

Page 3

1-800-727-7000	Buyer to Zip Coop ALU	PINUT SHAPE	MEN CONTI	Page	1	of 2	DATE 05/08/2018 Beller Name and Address)
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File No.: 52789

MORTON & CRAIG, LLC

110 Marter Avenue

Suite 301

Moorestown, NJ 08057

(856)866-0100

Attorney for Ford Motor Credit Company LLC

JM5630_____

UNITED STATES

BANKRUPTCY COURT FOR THE DISTRICT OF NEW

JERSEY

IN RE:

ALUMINUM SHAPES, L.L.C.

CHAPTER 11

CASE NO: 21-16520(JNP) HEARING DATE: 10-26-2021

STATEMENT AS TO WHY NO BRIEF IS NECESSARY IN

ACCORDANCE WITH LOCAL RULES OF BANKRUPTCY PRACTICE

The within Notice of Motion requests relief from the automatic stay on the grounds, as set forth on the accompanying Certification, that the Movant has a perfected security interest in the Motor Vehicle owned by the Debtor, Aluminum Shapes, L.L.C. and there has been a default.

TAKE FURTHER NOTICE that the facts movant relies upon, as set forth on the accompanying certification, and the basis for relief from the automatic stay, do not present complicated questions of fact or unique questions of law, it is hereby submitted that no brief is necessary in the Court's consideration of the within Motion, and TAKE FURTHER NOTICE that oral argument is hereby not requested.

Date: 9-30-2021 /s/ John R. Morton, Jr., Esquire

John R. Morton, Jr., Esquire Attorney for Ford Motor Credit

Company LLC

DISTE	ED STATES BANKRUPTCY COURT RICT OF NEW JERSEY on in Compliance with D.N.J. LBR 9004-2(c)			
In Re:		Case No.:		
		Adv. No.:		
		Hearing Date:		
		Judge:		
1.	CERTIFICATION I,: represent the am the secretary/paralegal for in the above captioned am the in the	in the above-captioned matter, who represents the matter.		
2.	On, I sent a copy of the following pleadings and/or documents to the parties listed in the chart below:			
3.	I hereby certify under penalty of perjury the service indicated.	at the above documents were sent using the mode of		
Dated:		Signature		

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
		☐ Hand-delivered
		☐ Regular mail
		☐ Certified mail/RR
		☐ E-mail
		☐ Notice of Electronic Filing (NEF)
		Other (as authorized by the court *)
		☐ Hand-delivered
		☐ Regular mail
		☐ Certified mail/RR
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		☐ Notice of Electronic Filing (NEF)
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		☐ Notice of Electronic Filing (NEF)
		Other (as authorized by the court *)

Case 21-16520-JNP Doc 121-6 Filed 09/30/21 Entered 09/30/21 13:13:43 Desc Certificate of Service Page 3 of 4

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
		☐ Hand-delivered
		☐ Regular mail
		☐ Certified mail/RR
		☐ E-mail
		☐ Notice of Electronic Filing (NEF)
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		☐ Hand-delivered
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Case 21-16520-JNP Doc 121-6 Filed 09/30/21 Entered 09/30/21 13:13:43 Desc Certificate of Service Page 4 of 4

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
		☐ Hand-delivered
		☐ Regular mail
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		☐ Notice of Electronic Filing (NEF)
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		☐ Regular mail
		☐ Certified mail/RR
		☐ E-mail
		☐ Notice of Electronic Filing (NEF)
		☐ Other
		(as authorized by the court *)

^{*} May account for service by fax or other means as authorized by the court through the issuance of an Order Shortening Time.