United States Court of Appeals for the Fifth Circuit

No. 25-50946
Summary Calendar

United States Court of Appeals
Fifth Circuit
FILED
August 18, 2026
Lyle W. Cayce
Clerk

In the Matter of Melissa Ann Anderson,

Debtor,

Melissa Ann Anderson,

Appellant,

versus

AmeriCredit Financial Services, Incorporated,

Appellee.

Appeal from the United States District Court
for the Western District of Texas
USDC No. 5:25-CV-1166

Before Smith, Southwick, and Oldham, *Circuit Judges*.

Per Curiam:[*]

Melissa Anderson filed for Chapter 7 bankruptcy. After the meeting of creditors on June 30, 2025, Anderson expressed an intent to reaffirm her debt on a 2017 Cadillac Escalade, but neither party drafted a reaffirmation

[*] This opinion is not designated for publication. *See* 5th Cir. R. 47.5.

agreement. AmeriCredit Financial Services, Inc., filed for relief from the automatic stay with respect to the vehicle on July 15. The bankruptcy court held a hearing on the motion on August 4 but reset it for August 25 to allow Anderson to file a motion to redeem after she indicated that she wanted to redeem rather than reaffirm.

Anderson filed a motion to redeem on August 8, the forty-fifth day after the creditor meeting, but did not complete the underlying payments necessary to redeem the vehicle. On August 25, the bankruptcy court found that the automatic stay protecting the vehicle from repossession had terminated on account of the failure to reaffirm or redeem within the maximum permitted time; that mooted the motion to redeem. The district court affirmed the bankruptcy court and denied Anderson's other issues as moot.

On appeal, Anderson, proceeding *pro se*, asserts that the bankruptcy court (a) lacked authority to terminate the stay without "adjudicating the statutory predicates under § 362(h)"; (b) violated Federal Rule of Bankruptcy Procedure 9014(d) by refusing to conduct an evidentiary hearing; (c) rendered redemption impossible by failing to determine value under § 506(a); and (d) improperly relied on unproven assertions to find cause, and that these errors were not harmless and that this appeal is not moot.

I.

The same standards apply to this court's review of bankruptcy court decisions and the district court's review of the same. *Carnero G&P. L.L.C. v. SN EF Maverick, L.L.C. (In re Sanchez Energy Corp.)*, 159 F.4th 309, 317 (5th Cir. 2025). "Findings of fact are reviewed for clear error and conclusions of law are reviewed *de novo*." *Id.*

II.

A.

As a prefatory matter, Anderson's contentions concerning violations of Rule 9014(d), § 506(a), and the bankruptcy court's purported reliance on unproven assertions are forfeited. Though she pursued her appeal both to the district court and this court *pro se*, standard rules of forfeiture still apply.[1] Therefore, unless those claims were preserved in front of the bankruptcy court, they are now forfeited.[2] Review of the record reveals no evidence that any of these claims were made before the bankruptcy court, either during the relevant time period or after the stay had automatically terminated. Therefore, they are forfeited.

B.

Anderson's brief cites little to no authority. Construing the brief liberally, her argument concerning the failure to assess relevant statutory predicates is similar to the position she took in the bankruptcy court that the court did not have proper authority to terminate the stay.[3] The district court concluded that the bankruptcy court did not reversibly err in finding that the stay was automatically terminated by operation of law because "debtor fail[ed] to

---

[1] *See Scroggins v. City of Shreveport*, 155 F.4th 755, 756 (5th Cir. 2025) (applying standard forfeiture rules to a *pro se* litigant); *see also Gross v. Cox*, No. 24-40468, 2025 WL 801363, at *1 (5th Cir. Mar. 13, 2025) (per curiam) (unpublished) (applying standard forfeiture rules to a *pro se* litigant). Additionally, during all relevant periods in which she could have prevented the automatic termination of the stay at the bankruptcy court, Anderson was represented by counsel.

[2] *Spin Cap., L.L.C. v. Jet Oilfield Servs (In re Jet Oilfield Servs.)*, 160 F.4th 679, 682 n.2 (5th Cir. 2025) (finding that raising an argument for the first time in the bankruptcy court is the relevant inquiry for forfeiture); *see also Jinil Steel Co. v. ValuePart, Inc. (In re ValuePart, Inc.)*, 802 F. App'x 143, 149 (5th Cir. 2020) (holding that party forfeited its argument when it failed to raise it in front of the bankruptcy court).

[3] *Coleman v. United States*, 912 F.3d 824, 828 (5th Cir. 2019) ("The filings of a *pro se* litigant are to be liberally construed." (citation modified)).

successfully reaffirm or redeem within the allotted time frame."[4]

Though Anderson filed her motion to redeem on the forty-fifth day, she did not successfully redeem her car on the forty-fifth day. Again, as the district court found, Section 362(h) "demands compliance with the specified action, not a good-faith attempt." *Id.* For these reasons and the reasons stated by the district court, the bankruptcy court did not reversibly err in concluding that the stay automatically terminated.

Furthermore, because the stay automatically terminated and, per § 362(h)(1), the vehicle ceased to be a part of the estate irrespective of any action taken by the bankruptcy court, Anderson lost the ability to redeem, so her motion to redeem was moot. As the district court said, "the moment the automatic stay protecting the vehicle terminated under § 362(h), she lost the capacity to exempt or abandon her vehicle and therefore lost the technical capacity to satisfy the statutory requirements to redeem her vehicle under § 722." Because the vehicle was no longer a part of the estate, Anderson could not redeem it or seek its abandonment. For these reasons and the reasons cited by the district court in its thoughtful Opinion and Order of December 11, 2025, the bankruptcy court did not reversibly err in concluding that Anderson's motion to redeem was moot, as no relief could be afforded.

The judgment of the district court, affirming the bankruptcy court, is AFFIRMED.

---

[4] *Anderson v. AmeriCredit Fin. Servs., Inc.*, No. 5:25-CV-01166-MA, 2025 WL 3654261, at *4 (W.D. Tex. Dec. 11, 2025).