

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Hearing Date: July 30, 2014
Hearing Time: 10:00A.M

**RESPONSE TO OBJECTION
TO CLAIM NO. 392**

In Re:

Case No.: 12-12020

(Chapter 11)

RESIDENTIAL CAPITAL, LLC, et al.

Debtors

Assigned to:
Hon. Martin Glenn
Bankruptcy Judge

**OPPOSITION AND RESPONSE OF KEVIN J. MATTHEWS TO THE
OBJECTION OF THE RESCAP BORROWER CLAIM TRUST TO CLAIM
NUMBER 392**

Dated: July 3, 2014
Silver Spring, MD

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INTRODUCTION¹

The dispute between Kevin J. Matthews' ("Matthews" or "Creditor") and GMAC Mortgage LLC ("GMAC") is not new but arose at the outset of the foreclosure crisis and continues to this day. Matthews simply requested that he be considered for loss mitigation options available and required to be given to him under the VA loan program. GMAC ignored those requests and pursued a debt collection action against Matthews and his home without the right to do so and in a manner not permitted under Maryland law. Further, GMAC admitted these facts and conclusions to the state court when it agreed to dismiss the first foreclosure action against him and hundreds of similar improper cases. GMAC also seized Matthews' personal property from his home and refused to return it to him and caused damage to his home when it took possession but failed to protect it from winter weather conditions. Finally, even after it admitted to the state court that its actions were improper, GMAC refused to return to Matthews the keys to his property for the locks it had changed and he had to break-in and face potential arrest by the Baltimore City Police when they thought he was breaking into the property illegally. As a result of GMAC's acts and omissions, Matthews sustained damages and losses which are subject to his Proof of Claim No. 392.

On June 12, 2014, the ResCap Borrower Claims Trust ("ResCap" or Objector") filed its objection to Matthews' Proof of Claim advancing multiple arguments which are not supported by the law or facts before the Court and knowingly ignore the prior position(s) of Objector's privy GMAC Mortgage, LLC ("GMAC"). *See* Doc. 7094. Essentially the Objector makes unsupported

¹ The Objector filed a 37 page objection with the Court and counsel inquired of the Court's chambers if Matthews was restrict to any page limit in his memorandum response and was informed by chambers that the Court would permit him to respond with a limit of 37 pages which Matthews has followed in this response and opposition (not including the exhibits).

factual arguments which are not admissible under the federal rules and cannot overcome the presumption in favor of Matthews and focuses on incorrect legal arguments. In response Matthews puts forward actual admissible evidence and legal argument based on federal and Maryland law which ironically forecloses Objector's main contentions since it is estopped from taking a contrary position of its privy GMAC which has been adjudicated to a final order. Matthews' response and opposition also puts forward undisputed evidence that GMAC continues its illegal practices by maintaining a debt collection action against Matthews in the Circuit Court for Baltimore City, without the legal right to do so since it voluntarily has surrendered its license to operate in the State of Maryland. For the reasons stated herein, ResCap's Objection should be overruled.

WELL PLED FACTS SUMMARY

Mr. Matthews will not recite and repeat his well pled facts of his detailed Proof of Claim/Counter Complaint ("CC") and will simply incorporate generally as if restated herein. In addition Mr. Matthews incorporates facts averred in his Declaration ("Matthews Declaration") attached as Exhibit 13 and the Declaration of his counsel ("Robinson Declaration") attached hereto as Exhibit 14 and other witnesses ("Dawson Declaration")("E. Matthews Declaration")("Green Declaration")("Fleming Declaration") attached hereto as Exhibits 15-18. Within this Response he does cite to specific allegations as appropriate. However, for the Court's convenience in addition to his incorporation of the well pled facts alleged in his Counter Complaint, Mr. Matthews provides this general summary of the operative facts relevant to ResCap's Objection to his Proof of Claim.

The underlying claims involve the combined collection practices and procedures of the Debtors and their agents against Mr. Matthews and his home and property and include fraudulent, unfair, and deceptive practices concerning: (1) GMAC's unfair and deceptive unfair or deceptive acts and omissions concerning Mr. Matthews' loss mitigation efforts (CC at ¶¶ 46-61, 80-88;

Matthews Declaration ¶¶13-17, 19-22, 24-26, 29-32); (2) GMAC's false and deceptive representations to Mr. Matthews that it was in fact USAA Federal Savings Bank ("USAA") (CC at ¶¶ 31, 46, 53, 54, 76, 84-89, 92, 109-114; Matthews Declaration ¶¶3, 12-22); (3) each of the illegal and otherwise unfair and deceptive practices in the First Foreclosure Action against Mr. Matthews, which was dismissed by GMAC and its agents, including Ward, only after he appeared and objected to the methods used by the Debtors (CC at ¶¶ 76-82, 91-94, 100-104; Matthews Declaration ¶¶16, 17, 27, 28), (4) Mr. Matthews' illegal eviction by GMAC (CC at ¶¶ 95-99, 105-108; Matthews Declaration ¶¶ 19, 20), and (5) the illegal collection practices utilized in and leading up to this action by GMAC and its authorized agents (CC at ¶¶ 109-116; Matthews Declaration ¶¶ 19, 21, 23-26, 29, 32).

GMAC's practices subject to this action are not unique to Mr. Matthews; the Court may take judicial notice that many of the same general practices at issue by GMAC and its authorized employee Stephan and attorney were also subject to public rebuke in other fora. (CC at ¶¶ 27-36; Matthews Declaration ¶¶27-29, 34) and have been subject to this Court's involvement.

Mr. Matthews has pled specific times and other details of the misrepresentations by the GMAC and its agents and his reasonable reliance on those statements. (CC at ¶¶ 1, 5, 7. 52-55, 57, 59, 66, 80, 82, 84-86; Matthews Declaration ¶¶13-17, 19-22, 24-26, 29-32). He has further alleged specific damages not from any default of his mortgage loan but those arising from the Debtors' and their agents' collection practices. (CC at ¶ 117; Matthews Declaration ¶39; Robinson Declaration ¶¶ 3,4; Fleming Declaration ¶¶4, 5; Green Declaration ¶¶ 5, 6; Ernest Matthews Declaration ¶¶7-9; Dawson Declaration ¶¶3-5). These damages include:

- a. Statutory damages available under the FDCPA² and MMFPA,³
- b. Incurring legal fees defending the bogus First Foreclosure Action when GMAC did not have the right to so in the manner it attempted to pursue,⁴
- c. fees and costs assessed to his mortgage account based upon the bogus and otherwise improper foreclosure actions,⁵
- d. damage to his credit through the public reporting of two foreclosure collection actions filed in a manner to which GMAC and its authorized agents had no right to pursue and maintain,⁶
- e. emotional damages and losses as a result of the illegal debt collection practices of GMAC and its authorized agents and employees which dramatically reduced his academic GPA while he was in fear of losing his home during the First Foreclosure Action and at risk of being put on academic probation which would have jeopardized his academic assistance package, and caused emotional damages manifested by irritability, anger,

² 15 U.S.C.A. § 1692k(a)(2).

³ Md. Code Ann., Real Prop. § 7-406(c).

⁴ *Hauk v. LVNV Funding, LLC*, 749 F. Supp. 2d 358, 370 (D. Md. 2010) (“if the plaintiffs succeed in proving that [defendant] violated the MCPA and/or the MCDCA when it filed lawsuits against them, and that the expenditure of attorneys' fees to defend themselves in those actions was “reasonable and necessary,” *id.*, they may be entitled to recover those costs as actual damages”).

⁵ *Empire Realty Co. Inc. v. Fleisher*, 269 Md. 278, 284, 305 A.2d 144, 147 (1973) (“It is the general rule that one may recover only those damages that are affirmatively proved with reasonable certainty to have resulted as the natural, proximate and direct effect of the injury”).

⁶ *Marchese v. J.P. Morgan Chase Bank, N.A.*, 917 F.Supp.2d 452, 468 (2013) (“this Court held in *Barry* that the plaintiff sufficiently pled damages under the MCPA when he averred penalties, lost credit opportunities, and emotional distress as a result of the defendant's MCPA violations. 2012 WL 3595153, at *8).

sleeping problems, stress, worry, and decreased socialization.⁷

STANDARD OF REVIEW

Section 501(a) of the Bankruptcy Code provides that “[a] creditor . . . may file a proof of claim.” 11 U.S.C. § 501(a). A filed proof of claim is “deemed allowed, unless a party in interest ...objects.” 11 U.S.C. § 502(a). If the claim is properly filed, it is *prima facie* evidence of the validity and amount of the claim. *See* FED. R. BANKR. P. 3001(f). A party in interest may object to a proof of claim, and once an objection is made, the court must determine whether the objection is well founded. *See* 4 COLLIER ON BANKRUPTCY ¶ 502.02[2] (16th ed. 2013). Although Bankruptcy Rule 3001(f) establishes the initial evidentiary effect of a filed claim...

[t]he burden of proof for claims brought in the bankruptcy court under [section] 502(a) rests on different parties at different times. Initially, the claimant must allege facts sufficient to support the claim. If the averments in his filed claim meet this standard of sufficiency, it is “*prima facie*” valid. In other words, a claim that alleges facts sufficient to support a legal liability to the claimant satisfies the claimant’s initial obligation to go forward. The burden of going forward then shifts to the objector to produce evidence sufficient to negate the *prima facie* validity of the filed claim. It is often said that the objector must produce evidence equal in force to the *prima facie* case. In practice, the objector must produce evidence which, if believed, would refute at least one of the allegations that is essential to the claim’s legal sufficiency. If the objector produces sufficient evidence to negate one or more of the sworn facts in the proof of claim, the burden reverts to the claimant to prove the validity of the claim by a preponderance of the evidence. The burden of persuasion is always on the claimant.

In re Allegheny Intern., Inc., 954 F.2d 167, 173–74 (3rd Cir. 1992) (internal citations omitted). *In re MF Global Holdings Ltd.*, Nos. 11-15059, 11-02790, 2012 WL 5499847, at * 3 (Bankr. S.D.N.Y. Nov. 13, 2012)(“The party objecting to the proof of claim bears the burden of “providing evidence to show that the proof of claim should not be allowed”).

⁷ *Green v. N.B.S., Inc.*, 409 Md. 528, 530, 976 A.2d 279, 280 (2009)(recognizing that non-economic emotional distress damages are available under the Maryland Consumer Protection Act); *Hoffman v. Stamper*, 385 Md. 1, 34-35 (2005).

If the objecting party satisfies its initial burden and “the presumption of *prima facie* validity is overcome—e.g., the objecting party establishes that the proof of claim lacks a sound legal basis—the burden shifts to the claimant to support its proof of claim unless the claimant would not bear that burden outside of bankruptcy.” *Id.* (citing *In re Oneida Ltd.*, 500 B.R. 384, 389 (Bankr. S.D.N.Y. 2009). Bankruptcy Code section 502(b)(1) provides that claims may be disallowed if “unenforceable against the debtor and property of the debtor, under any agreement or applicable law.” To determine whether a claim is allowable by law, bankruptcy courts look to “applicable nonbankruptcy law.” *In re W.R. Grace & Co.*, 346 B.R. 672, 674 (Bankr. D. Del. 2006).

“What claims of creditors are valid and subsisting obligations against the bankrupt at the time a petition is filed, is a question which, in the absence of overruling federal law, is to be determined by reference to state law.” *In re Hess*, 404 B.R. 747, 749 (Bankr. S.D.N.Y. 2009) (quoting *Vanston Bondholders Protective Comm. v. Green*, 329 U.S. 156, 161 (1946)).

ARGUMENT

A. OVERVIEW OF MARYLAND FORECLOSURE COLLECTION LAW

i. Background on Maryland’s Foreclosure Collection System

In most Maryland foreclosure actions there is no pleading;⁸ however, every document filed is a “paper”. Md. Rule 1-311. The state court obtains jurisdiction by the filing of specific papers, *i.e.*, by the filing of an order to docket with all mandated attachments. MD. CODE ANN., REAL

⁸ Md. Rule 1-202(t): “Pleading” means a complaint, a counterclaim, a cross-claim, a third-party complaint, an answer, an answer to a counterclaim, cross-claim, or third-party complaint, a reply to an answer, or a charging document as used in Title 4.

PROP. §7-105.1(e) (“an order to docket ... shall ... include”); Md. Rule 14-203(b) and 14-207(a). Every paper filed in a Maryland court must be signed by an attorney or a *pro se* party.

Every pleading and paper of a party represented by an attorney shall be signed by at least one attorney who has been admitted to practice law in this State and who complies with Md. Rule 1-312. Every pleading and paper of a party who is not represented by an attorney shall be signed by the party.

Maryland Md. Rule 1-311(a). *See also, AGC v. Goldberg*, 292 Md. 650, 441 A.2d 338 (1982).

The only individual who may commence a consent decree foreclosure in Maryland is “any individual authorized to exercise a power of sale” through the filing of an Order to Docket. MD. CODE ANN., REAL PROP. § 7-105.1(d); Md. Rule 14-204(a)(1). Under Maryland statutes and Maryland Rules, every Order to Docket must be accompanied by certain documents, including a number of affidavits. MD. CODE ANN., REAL PROP. § 7-105.1 and Md. Rule 14-207(b). Without these papers and affidavits, a substitute trustee may not acquire the jurisdiction of the Maryland courts to commence a foreclosure and may not conduct a foreclosure action whatsoever. *Id.*

The Maryland Court of Appeals’ decision in *Maddox v. Cohn*, 36 A.3d 426 (2012), confirms the Maryland legislature’s intention to move foreclosure policy in a direction that emphasizes protecting homeowners against unfair or deceptive practices and requiring strict compliance with the requirements of the law. In *Maddox*, the Court of Appeals opined on the legislature’s enactments with respect to foreclosures as follows:

It is clear that the legislative process relating to mortgage foreclosures of the last several years has been designed to slow down the mortgage foreclosure practices **to limit the abuses of past years and to provide additional protections to homeowners.** In our view the Legislature has effectively changed Maryland's slanted in favor of secured parties foreclosure practices **to one requiring compliance with much stricter standards, tipping the playing field to protect debtors...**

The Legislature's public policy statements as exemplified by its recent enactments

persuade us a stricter adherence to the rules of procedure in mortgage foreclosure sales of residential property is required.

Maddox at 434 (emphasis added).

In *Maddox*, the court was faced with the issue of whether a foreclosure sale was proper where substitute trustees introduced conditions of sale not authorized by Maryland law and how strictly or loosely compliance with foreclosure procedures ought to be considered by Maryland courts. The *Maddox* court acknowledged that the specific act at issue was relatively minor. *Id.* at 437 (“While the fee attempted to be imposed in the present case is relatively minor...”). Additionally, the fees improperly imposed in *Maddox* were neither hidden nor misrepresented; they were simply not authorized. *Id.* at 427.

The *Maddox* court held the statutory purpose of the new reforms is not simply to better inform borrowers but also “to further protect the interests of mortgagors relating to foreclosures, especially foreclosures of residential properties.” *Id.* at 430. As such, the Maryland legislature “created exhaustive and extensive processes, such as mediation, waiting periods and the like relating to additional duties that lenders have before or during the foreclosure process.” *Id.* at 431.

Thus, the Maryland Court of Appeals has acknowledged that the legislative intent behind the foreclosure amendments in Maryland since 2008 was to protect homeowners by insisting upon strict compliance with procedure. This statement of policy cannot be harmonized ResCap’s Objection and the practices described in Mr. Matthews’ Proof of Claim and the Counter-Complaint which it incorporates, concerning GMAC’s knowingly fraudulent and/or misstatements, omissions, or otherwise unfair and deceptive acts related to the commencement of GMAC’s First Foreclosure Action against Matthews and his home. GMAC intended the assembly line practice of filing falsely executed affidavits and other papers in the

state court foreclosure actions to speed up the process and to cut corners which cannot be reconciled with the strict compliance required by *Maddox*. Further abiding by the strict requirements applied to foreclosure proceedings by Maryland's legislature, governor and the judicial branches would affect the greatest benefit to Maryland state homeowners caught in the foreclosure crisis. More to the State's interest beyond simple due process for homeowners, is the minimizing of the devastating effects of foreclosures as noted in *Maddox*.

ii. *GMAC's Knowingly False Affidavit and Notarization Practices is a Material Violation of Maryland's Debt Collection Practices*

Some of Mr. Matthews' claims that form the basis of his Proof of Claim relate to the debt collection practice of GMAC and its agents to mass produce written testimony, which is not based on personal knowledge or any review of any records (despite representations to the contrary), and knowingly present the manufactured evidence to the state courts including the First Foreclosure Action filed by GMAC's agents against Matthews. *See CC at ¶ 79 and KM Dec. at ¶¶ 26, 27*

The Maryland Court of Appeals has aptly described the process as follows:

For years, in foreclosure actions in Maryland, "courts, with good reason and really of necessity, have relied on the accuracy of affidavits, especially when filed by attorneys, unless there is something on the face of the document to suggest otherwise or the validity of the affidavit is challenged." Wilner, *supra* at 1. This system of trust collapsed with the shocking discovery that in thousands, if not tens of thousands, of residential foreclosure actions, the affidavits filed with the courts were "bogus": "the affiant either did not have sufficient knowledge of the facts stated in the affidavit to validly attest to their accuracy or did not actually read or personally sign the affidavit." *Id.* at 1, 2. This practice became known as "robo-signing"—the term that "describes mortgage servicers' response to the tremendous volume of mortgage defaults and foreclosures after 2007: assembly-line signing and notarizing of affidavits for foreclosure cases, mortgage assignments, note allonges and related documents, all filed in courts and deed recorders in counties across the United States." White, A., *supra* at 469–70.

The robo-signing scandal erupted after an attorney representing a homeowner in a foreclosure action discovered that the documents in the client's file were signed by someone with a title of "limited signing officer." David Streitfeld, *From a Maine*

House, a National Foreclosure Freeze, N.Y. Times, Oct. 14, 2010, at A 1, available at <http://www.nytimes.com/2010/10/15/business/15maine.html>. **At a deposition, this “limited signing officer” testified that, “as the team lead for the document execution team,” his sole “role in the foreclosure process” was “the signing of documents.” Oral Deposition of Jeffrey D. Stephan** at 20:19–24, *Fed. Nat'l Mortgage Ass'n v. Bradbury*, No. BRI–RE–09–65 (D.Me. Jun. 7, 2010), available at <http://graphics8.nytimes.com/packages/pdf/business/15mainestephandeposition.pdf>. **He signed 400 documents a day (10,000 a month), without any personal knowledge of the information contained therein, without reading them, and without a notary present.**

Attorney Grievance Com'n of Maryland v. Dore, 73 A.3d 161, 177 (Md. 2013) (emphasis added).

The Court will note that Jeffrey Stephan was the “limited signing officer” for several of the documents submitted in the First Foreclosure Action against Mr. Matthews. *See* CC at ¶ 79 and KM Dec. at 26, 27. In addition to the false signatures of Stephan on some of the documents in Mr. Matthews’ case, a principal of the firm selected as substitute trustees by GMAC in Mr. Matthews’ First Foreclosure Action, Jacob Geesing, was subject to disciplinary action for mass producing documents to be submitted to the state courts based on fraudulent, forged signatures and notarizations. On appeal of the disciplinary measures taken by the Maryland Attorney Grievance Commission, the Court of Appeals opined as follows:

Here, clear and convincing evidence supports the hearing judge's conclusion that Geesing violated MLRPC 3.3(a)(1). Routinely, Geesing authorized one of two members of BWW Law's staff to sign his name on documents—including affidavits—in foreclosure filings. Geesing instructed the staff members (who were also notaries public) to notarize the affidavits, even though he had not signed them. A notary public properly notarizes a document only if the document is signed in the notary public's presence. *See* Md.Code Regs. (“COMAR”) 01.02.08.02A(2) (“To take an acknowledgment, a notary shall ... [o]bserve the signing of the document[.]”). Thus, Geesing filed affidavits that he knew to have been falsely notarized.

Attorney Grievance Com'n of Maryland v. Geesing, 80 A.3d 718, 722-723 (Md. 2013).

The same and similar conduct described in *Geesing* was at play in the First Foreclosure Action brought against Mr. Matthews by GMAC and he has detailed in his proof of claim.⁹ See Counter-Complaint attached to Mr. Matthews' Proof of Claim at ¶¶ 8, 27, 29, 32-34, 79, 82, 100.

The false, fraudulent, and deceptive affidavit practices at issue also led the Maryland Court of Appeals to revise the Maryland Rules with respect to foreclosures by enacting Rule 14-207.1 on October 20, 2010. This Rule provides for greater court oversight in the conduct of foreclosure cases and the opportunity to dismiss a case where false affiant signatures, testimony, and or notarizations are utilized. In enacting the rule, Maryland's Standing Committee on Rules of Practice and Procedure (describing (i) prejudice to homeowners by the use of bogus affidavits in foreclosure actions and (ii) audits conducted by the state courts which have shown "hundreds" or more of affidavits purporting to be based upon personal knowledge but in fact were not what there were represented to be and the state courts could no longer rely upon them since the "evidence...has shaken the confidence of the courts."). 166th Report of the Maryland's Standing Committee on Rules of Practice and Procedure (October 15, 2010) (available at <http://www.courts.state.md.us/rules/reports/166threport.pdf>).

iii. *A Maryland Borrower May Disclaim a Lender's Declared Default if the Lender has Not Complied with the Required Loss Mitigation Requirements Related to His Loan*

Under Maryland law and "the doctrine of clean hands, while [a mortgage borrower] technically may be said to be in default, the legal fiction that no default exists may be maintainable until such time as [lender/mortgage servicer] complies with the statutory and regulatory imperative

⁹ Unfortunately, despite the development of the case law cited above and myriad other instances of attorney discipline and other litigation over the robo-signing issue, substitute trustees still engage in the practice. Just last month the Court of Appeals issued another opinion reprimanding two attorneys at a foreclosure firm for the same false and deceptive practices. See generally, *Attorney Grievance Com'n of Maryland v. McDowell*, 2014 WL 2766673 (Md. June 19, 2014).

to pursue loss mitigation prior to foreclosure.” *Wells Fargo Home Mortgage, Inc. v. Neal*, 398 Md. 705, 730, 922 A.2d 538, 553 (2007). In addition, “a mortgagee’s commencement of a foreclosure proceeding on an FHA-insured mortgage, without first having adhered to the mandatory HUD loss mitigation regulations, may invalidate the mortgagee’s declaration of default.” *Id.* at 398 Md. 705, 728, 922 A.2d 538, 551.¹⁰ *See also Anderson v. Burson*, 196 Md. App. 457, 470, 9 A.3d 870, 878 (2010) aff’d, 424 Md. 232, 35 A.3d 452 (2011)(“Consequently, the mortgagor in *technical payment default* was entitled to seek an injunction *without* having to admit the debt or default, which would have required that he pay all debt due into the court”)(emphasis in original)(describing the holding in *Neal*); *Piotrowski v. Wells Fargo Bank, N.A.*, CIV.A. DKC 11-3758, 2013 WL 247549, *10, FN 10 (D. Md. Jan. 22, 2013).¹¹

In this action Matthews has alleged and verified in is declaration that the default declared by GMAC (acting as USAA) was a legal fiction since GMAC never complied with the VA program requirements (which mirror those of the FHA program). As such the default alleged by GMAC was invalid and cannot be utilized against him—especially in these proceedings in this Court where principals of equity must be considered. Further, this Court is “required to consider...the fundamental principles of equity that creditors of a bankruptcy estate should not be disadvantaged because of the law’s delay. *Nicholas*, 384 U.S. at 689, 86 S.Ct. 1674.” *In re Enron Corp.*, 333 B.R. 205, 218 (Bankr. S.D.N.Y. 2005). The fact that Matthews has been delayed in pursuing his claims by the filing of debtors’ bankruptcy petition does not diminish the validity of

¹⁰ While *Neal* involved an FHA-Insured loan and the loan subject to these proceedings is VA insured, there can be little doubt the result is the same in this instance.

¹¹ This argument addresses the claims made by Debtors in their objection that they were entitled to take various actions with respect to Mr. Matthews home, including instituting foreclosure, and the illegal lock-out. *See* Obj. ¶¶ 2, 53, 81, 83, 84, 92.

stated and verified claims which GMAC has not rebutted whatsoever with any admissible evidence.

B. CONTINUING TO ACT WITHOUT A LICENSE, GMAC'S MAINTAINING OF A SECOND FORECLOSURE ACTION AGAINST MATTHEWS IS IMPROPER AND ILLEGAL AND IF COMPLETED WOULD ONLY RESULT IN A VOID JUDGMENT

While not expressly described in Matthews' proof of claim, it is important to note that GMAC's illegal and improper collection activities have continued in the Second Foreclosure Action against Matthews which is still pending in the circuit court. *See* CC ¶¶ 115-116 and KM Dec. ¶¶35-38; Ex. 11. However, GMAC is not now licensed as either a collection agency or even a mortgage lender even though it is required to do so under Maryland law to maintain the foreclosure case against Matthews for the purposes of attempting to collect an alleged debt. KM Dec. ¶4; Ex. 6, 7

As explained last year by the Maryland Court of Special Appeals

Maryland law requires a debt collector to obtain a license. *See* MCALA, Md.Code Ann., Bus. Reg. § 7-301(a) ("a person must have a license whenever the person does business as a collection agency in the State."). The MCALA defines a "collection agency" as a "person who engages directly or indirectly in the business of: ... (ii) collecting a consumer claim the person owns, if the claim was in default when the person acquired it." *Id.* at § 7-101(c). "[A] Consumer Debt Purchaser that collects consumer claims through civil litigation is a 'collection agency' under Maryland law and required to be licensed as such regardless of whether an attorney representing the Consumer Debt Purchaser in the litigation is a licensed collection agency." Md. State Collection Agency Licensing Bd. Advisory Notice 05-10, May 5, 2010. Acting without a license is also a misdemeanor under Maryland law. *See* MCALA § 7-401(b).

Finch v. LVNV Funding, LLC, 212 Md. App. 748, 758 (2013), 199 *cert. denied*, 435 Md. 266, 77 A.3d 1084 (2013).

The United States District Court for the District Maryland is in accord. *Bradshaw v. Hilco Receivables, LLC*, 765 F. Supp. 2d 719 (D. Md. 2011; *Ademiluyi v. PennyMac Mortgage Inv. Trust*

Holdings I, LLC, 929 F. Supp. 2d 502 (D. Md. 2013)(applying similar claim and facts to defaulted mortgage purchaser); *Fontell v. Hassett*, 891 F. Supp. 2d 739 (D. Md. 2012)(applying similar claim and facts to homeowner owners association management companies); *Winemiller v. Worldwide Asset Purchasing, LLC*, 1:09-CV-02487, 2011 WL 1457749 (D. Md. Apr. 15, 2011); and *Stone v. Wayric Servs., Inc.*, CIV. L-10-484, 2012 WL 3678595, *3 (D. Md. Aug. 23, 2012).

Either GMAC is presently acting as collection agency by acquiring the allege debt when it was in default (CC ¶77; KM Dec. ¶3, ; Ex. 2) (like in the *Finch* situation) or it is acting as a mortgage lender which under Maryland law is defined as follows, “any person who: (i) Is a mortgage broker; (ii) Makes a mortgage loan to any person; or (iii) Is a mortgage servicer.” MD. CODE ANN., FIN. INST. § 11-501(j)(1). A mortgage servicer in turn is defined under Maryland law as “a person who: (1) Engages in whole or in part in the business of servicing mortgage loans for others; or (2) Collects or otherwise receives payments on mortgage loans directly from borrowers for distribution to any other person.” MD. CODE ANN., FIN. INST. § 11-501(n).¹²

Like the Maryland Collection Agency Licensing Act, the Maryland Mortgage Lender law requires a person to have a license to act as a mortgage lender. MD. CODE ANN., FIN. INST. § 11-504. Certain persons, (but not GMAC) are exempt from the mortgage licensing requirement. MD. CODE ANN., FIN. INST. § 11-502(b). However, by acting as an unlicensed mortgage lender, a person is subject to criminal penalties and may only collect the principal amount of the loan. MD. CODE ANN., FIN. INST. § 11-523. Since the Maryland Mortgage Lender Law has the same essential

¹² Maryland courts have held that actions pertinent to mortgage foreclosure and enforcement of a security interest in real property constitute debt collection activity. *Ademiluyi v. PennyMac Mortgage Inv. Trust Holdings I, LLC*, 929 F. Supp. 2d 502, 523 (D. Md. 2013).

requirements as the Maryland Collection Agency Licensing Act, under *Finch* any judgment in favor of GMAC in the Second Foreclosure Action would be void and subject to collateral attack.

Given GMAC's unclean hands and violation of Maryland law as related to Matthews, it should not be permitted to object to his proof of claim. *In re Choquette*, 290 B.R. 183, 190 (Bankr. D. Mass. 2003).

Further, for nearly identical claims before the Court in this matter involving illegal and unlicensed debt collection practices through litigation, Maryland courts have routinely entered summary judgment against a party in the same position as GMAC in this matter without any consideration that any underlying debt was owed or not. In *Bradshaw v. Hilco*, the court held after a careful analysis:

As a matter of law, therefore, [debt collector's] filing of lawsuits against the class members constitutes "a threat to take ... action that cannot legally be taken" in violation of 15 U.S.C. § 1692e(5), and summary judgment will be entered in favor of the Plaintiffs on this claim...

This Court notes the similarities between the Maryland Consumer Debt Collection Act and Section 1692e(5) of the Fair Debt Collection Protection Act and finds that, for the reasons stated above, [debt collector] has violated Section 14-202(8) of the Maryland Consumer Debt Collection Act. In addition, because violations of the MCDCA are expressly designated as "unfair or deceptive trade practices" under the Maryland Consumer Protection Act, this Court also finds that [debt collector] has violated that statute as well. As a result, summary judgment will be entered in favor of the Plaintiffs on these claims.

Bradshaw v. Hilco Receivables, LLC, 765 F. Supp. 2d 719, 731-33 (D. Md. 2011).

C. OBJECTOR IS JUDICIALLY ESTOPPED FROM CLAIMING GMAC'S FIRST FORECLOSURE DEBT COLLECTION ACTION WAS JUST AND PROPER WHEN GMAC ADMITTED AND REQUESTED TO THE CIRCUIT COURT THAT THE ACTION SHOULD BE DISMISSED AS IMPROPERLY FILED AND MAINTAINED

i. Matthews Requests the Court to Take Judicial Notice

Mr. Matthews requests that the Court take judicial notice pursuant to Fed. R. Evid. 201, of certain adjudicative facts that support his claims related to GMAC's improper debt collection practices and his Proof of Claim in this Court.

Rule 201...provides that a Court shall take judicial notice of adjudicative facts...a Bankruptcy Court, in the exercise of its discretionary power under this federal rule, could take judicial notice of all administrative and judicial actions previously undertaken in the proceedings.

In re Kors, Inc., 15 B.R. 444, 446 (Bankr. D. Vt. 1981).

Specifically, Mr. Matthews requests that this Court take judicial notice of the motion to dismiss the First Foreclosure Action filed by GMAC's local counsel.¹³ In that motion, GMAC acknowledged that the actions it had taken in that case and others in Maryland courts, were subject to dismissal pursuant to Md. Rule 14-207.1 for non-compliance with the legal debt collection requirements under Maryland law. A copy of the motion is attached as **Exhibit 7** hereto. The circuit court granted GMAC's request, as shown in the order attached as **Exhibit 8**. Mr. Matthews also requests that the Court notice that the circuit court, in light of the improper actions of GMAC, ordered that no costs be assessed to Mr. Matthews or other similar Maryland homeowners in his position, as shown in **Exhibit 9**, a certified copy of the docket in the First Foreclosure action against him by GMAC.

In addition, Mr. Matthews requests that the Court take judicial notice of certain adjudicative facts pertaining to the unsafe and unsound foreclosure practices of GMAC in other proceedings, including the Office of the Comptroller of the Currency ("OCC") settlement, and the

¹³ ResCap falsely claims that Mr. Matthews is attempting to collaterally attack the dismissal of the First Foreclosure Action. (Obj. ¶¶ 2, 57-59). Respectfully, Mr. Matthews is not making any such effort. In fact, ResCap is improperly attempting to have the Court disregard the basis upon which the First Foreclosure Action brought by its privy was at its privy's request dismissed, i.e. the unsafe and unsound lending and servicing practices subject to the multiple national enforcement efforts recounted above.

OCC amended settlement *In Re the Matter of Ally Financial, Inc. et al.* [Doc. 11-020; FDIC 11-123b][April 13, 2011 & July 26, 2013] and voluntary agreement to enter into a Consent Judgment as part of the State-Federal National Mortgage Settlement (see <http://www.nationalmortgagesettlement.com/> and https://d9klfgibkcquc.cloudfront.net/Consent_Judgment_Ally-4-11-12.pdf).

“Judicial notice may be taken of documents filed in other cases and other courts.” *Hinton v. Bruno*, 2014 WL 645028, *1 (D. Conn. 2014) (citing *Int’l Star Class Yacht Racing Ass’n v. Tommy Hilfiger U.S.A., Inc.* 146 F.3d 66, 70 (2d Cir. 1998)). See also *Wolson v. Reed Elsevier Inc.*, 2010 WL 334919 *1 (S.D.N.Y.2010) (taking judicial notice of settlement agreement filed in multi-district class action case in ruling on motion to dismiss).

The adjective facts and admissions of GMAC requested herein more than demonstrate the bona fides of Matthews’ Proof of Claim. If GMAC’s debt collection practices at issue related to the First Foreclosure were proper, then why did GMAC request through its counsel for the case to be dismissed under the affidavit rule enacted on an by emergency basis by the Maryland Court of Appeals to deal with the fraud and abuse of mortgage lenders and foreclosure attorneys alike which shook the judicial system nationwide?

ii. *Objector is Judicially Estopped from Arguing Alternative Facts to GMAC’s Prior Position*

GMAC is presumed to have knowledge of all of its substitute trustees’/attorneys’ actions taken on its behalf in the state foreclosure proceeding against Matthews even if GMAC never reviewed what its substitute trustees/attorneys did on its behalf. *Putnam v. Day*, 89 U.S. 60, 22 L. Ed. 764 (1874); *Salisbury Beauty Sch. v. State Bd. Of Cosmetologists*, 268 Md. 32, 300 A.2d 367 (1973); *Bob Holding Corp. v. Normal Realty Corp.*, 223 Md. 260, 266,164 A.2d 457, 460 (Md. 1960). Therefore GMAC’s privy—i.e. ReCap—should be estopped from making factual

arguments to this Court when GMAC's authorized counsel made contrary arguments in the First Foreclosure Action.

Further, the Second circuit has described the doctrine of judicial estoppel as follows:

A potential consequence of a conflict between two factual statements made by the same party is judicial estoppel: 'Where a party assumes a certain position in a legal proceeding, and succeeds in maintaining that position, he may not thereafter, simply because his interests have changed, assume a contrary position, especially if it be to the prejudice of the party who has acquiesced in the position formerly taken by him.'

DeRosa v. Nat'l Envelope Corp., 595 F.3d 99, 103 (2d Cir.2010) (quoting *New Hampshire v. Maine*, 532 U.S. 742, 749, 121 S.Ct. 1808, 149 L.Ed.2d 968 (2001)). "Typically, judicial estoppel will apply if: 1) a party's later position is 'clearly inconsistent' with its earlier position; 2) the party's former position has been adopted in some way by the court in the earlier proceeding; and 3) the party asserting the two positions would derive an unfair advantage against the party seeking estoppel." *Id.*, 595 F.3d at 103 (quoting *New Hampshire*, 532 U.S. at 750–51, 121 S.Ct. 1808). The third requirement is sometimes couched in terms of "unfair detriment [to] the opposing party" rather than advantage to the party to be estopped. *New Hampshire*, 532 U.S. at 751, 121 S.Ct. 1808. In this circuit, moreover, "[w]e further limit 'judicial estoppel to situations where the risk of inconsistent results with its impact on judicial integrity is certain.' " *DeRosa*, 595 F.3d at 103 (quoting *Uzdavines v. Weeks Marine, Inc.*, 418 F.3d 138, 148 (2d Cir.2005)). This latter requirement means that judicial estoppel may only apply where the earlier tribunal accepted the accuracy of the litigant's statements. *See Simon v. Safelite Glass Corp.*, 128 F.3d 68, 72 (2d Cir.1997).

In re Adelpia Recovery Trust, 634 F.3d 678, 695-96 (2d Cir. 2011). *See also Simon v. Safelite Glass Corp.*, 128 F.3d 68, 72 (2d Cir. 1997)("Numerous decisions have approved the application of judicial estoppel where the prior statements were made in administrative or quasi-judicial proceedings").

As the successor and proxy to GMAC in these proceedings, the Objector should not be permitted to change its position in these proceedings which are contrary to the positions GMAC took in the First Foreclosure action with Matthews and its judgments and agreements with the OCC and the National Mortgage Settlement. First, by seeking leave and ultimately obtaining the relief it sought from the circuit court to dismiss the First Foreclosure action based on its non-

compliance with the Md. Rule 14-207.1 and Maryland debt collection practices related to foreclosure litigation, GMAC and Objector should not be permitted in this action to change course now to pursue any argument that its practices were just and proper and do not constitute violations of Maryland law. Further, by its voluntary participation in the federal and state consent judgments against it, GMAC acknowledged that its collection actions were unsafe and unsound. Such contentions and agreements and positions taken by GMAC directly relate to the fraudulent, unfair, and deceptive practices described in Matthews' Proof of Claim.

While Matthews does not ask the Court to enforce these third party settlements by this request, he does ask the Court to hold that the Objector is judicially estopped from arguing that its debt collection practices in the First Foreclosure action against Matthews were just and proper when it has admitted to the state court and in national consent judgments that those same practices were unsafe and unsound. All such argument by the Objector as a proxy for GMAC should be disregarded and denied on the grounds of judicial estoppel.

D. OBJECTOR'S PURPORTED TESTIMONY OF LAUREN DELEHEY IS NOT ADMISSIBLE UNDER THE FEDERAL RULES OF EVIDENCE AND SHOULD BE DISREGARDED AND STRICKEN

The declaration of Lauren Delehey with which Objector attempts to support its narrow version of the facts explicitly incorporates inadmissible hearsay evidence and should be disregarded by the Court.¹⁴ Specifically, Ms. Delehey's declaration states:

"...all facts set forth in this Declaration are based upon my personal knowledge of the Debtors' operations, information learned from my review of relevant documents and information I have received through my discussions with other former members of the Debtors' management or other former employees of the Debtors..." (§3)

"...I or other Liquidating Trust personnel have reviewed and analyzed the proof of claim form and supporting documentation filed by Kevin J. Matthews

¹⁴ Federal Rule of Bankruptcy Procedure 9017 incorporates the Federal Rules of Evidence in these proceedings: "The Federal Rules of Evidence...apply in cases under the Code."

(“Matthews”). Since the Plan went effective and the Borrower Trust was established, **I, along with other members of the Liquidating Trust have consulted with the Borrower Trust to continue the claims reconciliation process, analyze claims, and determine the appropriate treatment of the same.** In connection with such review and analysis, where applicable, **I or other Liquidating Trust personnel, together with the Liquidating Trust’s professional advisors...**” (§4)

(emphasis added).

Federal Rule of Evidence 801 defines hearsay as “a statement that (1) the declarant does not make while testifying at the current trial or hearing; and (2) a party offers in evidence to prove the truth of the matter asserted in the statement.” The Delehey declaration falls squarely under this definition, as the declarant, Ms. Delehey, is not making her statements to be presented to the Court at a hearing on the objection to Mr. Matthews’ Proof of Claim, and the statements contained in her declaration are being offered for their truth.

Federal Rule of Evidence 802 precludes admission of hearsay unless otherwise provided by a federal statute, the Federal Rules of Evidence or other rules prescribed by the Supreme Court. In this case, no such provision is made for the testimony in Ms. Delehey’s declaration, which she admits is based on information provided by an unknown number of unnamed persons.

To the extent ResCap relies on the exception for regularly conducted activity for the admissibility of Ms. Delehey’s declaration, this reliance is misplaced. Federal Rule of Evidence 803(6) does provide that a record of a regularly conducted activity is admissible as an exception to the hearsay rule. However, in order to qualify as a record of a regularly conducted activity however, the party offering the purported record must show, *inter alia*, that “the record was made at or near the time by--or from information transmitted by--someone with knowledge... the record was kept in the course of a regularly conducted activity of a business... making the record was a regular practice of that activity...[and]...neither the source of information nor the method or circumstances of preparation indicate a lack of trustworthiness.”

Here, the Delehey Declaration was not made at or near the time of the events it recounts. The declaration was executed on June 12, 2014, but purports to describe events that happened as far back as February 14, 2008. (Delehey declaration ¶7). There is no showing by ResCap that the statements in the declaration were transmitted by anyone with knowledge of the facts alleged. Indeed, ResCap does not even assert such transmission. Secondly, the declaration is not a document kept in the course of ResCap's regularly conducted business activity, and there is no showing or assertion to the contrary. Finally, the fact that the declaration explicitly states that it is based on information supplied by unnamed individuals at unspecified times, but then does not indicate at any time what particular facts were transmitted to Ms. Delehey by these persons indicates a lack of trustworthiness that should preclude the declaration's admission into evidence. How can the parties or the Court determine which of the facts in the declaration are based on Ms. Delehey's personal knowledge, and which have been supplied by the unnamed persons to which she refers? How can the parties or the Court even know that such unnamed persons actually exist? The vague, boilerplate references to unnamed sources of unspecified information indicates a lack of trustworthiness in the circumstances of this declaration's preparation that should preclude its admission.

In a similar situation where a declarant hoped to affirm the accuracy of information transmitted by an unknown number of unnamed persons at unnamed times, the Federal District Court for the Eastern District of New York stated that "[s]ignificantly, Plaintiff never identified the source for her information regarding the interaction, or lack thereof, between [other parties], and her assertion appears to be rooted in hearsay..." *Hyek v. Field Support Services, Inc.*, 702 F.Supp.2d 84, 96 (E.D.N.Y. 2010). Such is the case here. ResCap hopes to support numerous factual assertions with Ms. Delehey's declaration, which admittedly relies on information

transmitted by an unspecified number of unnamed people on unspecified dates. Such a declaration is plainly inadmissible hearsay not subject to any exception to the general ban on hearsay evidence and should be excluded, stricken, and otherwise disregarded by the Court.

E. MATTHEWS HAS STATED PROPER CLAIMS UNDER MARYLAND AND FEDERAL LAW WHICH ARE SUBJECT TO HIS PROOF OF CLAIM

i. Fraud/Fraudulent Concealment

In his Counter Complaint, Mr. Matthews sets forth ample facts demonstrating the Debtors' liability to him for fraudulent concealment. Under Maryland common law,

To prevail on a claim for fraud, a plaintiff must show:

(1) that the defendant made a false representation to the plaintiff, (2) that its falsity was either known to the defendant or that the representation was made with reckless indifference as to its truth, (3) that the misrepresentation was made for the purpose of defrauding the plaintiff, (4) that the plaintiff relied on the misrepresentation and had the right to rely on it, and (5) that the plaintiff suffered compensable injury resulting from the misrepresentation.

Gourdine v. Crews, 955 A.2d 769, 791 (Md. 2008).

Here, Mr. Matthews has alleged several facts which show by clear and convincing evidence that GMAC's conduct meets each element of fraud. Matthews has alleged numerous false representations by GMAC (CC at ¶ 122). He has shown that the falsity of these statements was known to GMAC or that the statements were made with reckless indifference as to their truth (CC at ¶ 124). He has shown that the misrepresentations were made for the purpose of defrauding him (CC at ¶ 126). He has shown that he relied on GMAC's misrepresentations (CC at ¶ 130), and that he was injured by that justifiable reliance (CC at ¶ 132).¹⁵

Contrarily, the Debtors have not put forward any facts controverting these well-pled allegations, and instead rest on mere conclusory statements that mischaracterize Mr. Matthews

¹⁵ Debtors claims in their Objection at ¶¶ 2, 75, 94 notwithstanding.

claims and then nakedly assert that such claims have been overcome. See Objection ¶¶91 “this claim **seems** to encompass Matthews’ allegations that GMACM failed to modify his loan, initiated both foreclosure actions with allegedly “bogus paperwork” and “illegally seized control” of the Property.” The Debtors then baldly claim that they have already successfully dispensed with these allegations and imply that they have “produce[d] evidence equal in force to [Mr. Matthews’] *prima facie* case” for fraud. Respectfully, the Debtors’ conclusory arguments fall far short of rebutting the detailed factual allegations in Mr. Matthews’ Counter Complaint and should be disregarded.

If the Court considers the Debtors’ groundless assertions at all merited, Mr. Matthews submits that the proper course would be to set the disputed facts of the Debtors’ conduct and its effect in for an evidentiary hearing to determine whether Mr. Matthews’ fraud claim should go forward.

ii. **MCPA**

The Maryland Consumer Protection Act (CPA) is remedial legislation. *State v. Cottman Transmissions Systems, Inc.*, 86 Md.App. 714, 743, 587 A.2d 1190, 1204 (Md.App.,1991)(“The CPA is to be liberally construed and applied”). In enacting the CPA, the legislature stated:

The General Assembly concludes, therefore, that it should take strong protective and preventive steps to investigate unlawful consumer practices, to assist the public in obtaining relief from these practices, and to prevent these practices from occurring in Maryland. It is the purpose of this title to accomplish these ends and thereby maintain the health and welfare of the citizens of the State.

MD. CODE ANN., COM. LAW § 13-102(b)(3).

The Maryland Consumer Protection Act defines “unfair or deceptive trade practices” as “(1) False, falsely disparaging, or misleading oral or written statement[s], visual description[s], or other representation[s] of any kind which ha[ve] the capacity, tendency, or effect of deceiving or misleading consumers...[and] (3) Failure to state a material fact if the failure deceives or tends to

deceive.” MD. CODE ANN., COM. LAW, § 13-301.

In *Hoffman v. Stamper*, 385 Md. 1 (2005), the Maryland Court of Appeals explained:

An ‘unfair or deceptive trade practice’ includes any false or misleading statement or representation which has the capacity, tendency, or effect of deceiving or misleading consumers and encompasses a representation that consumer realty has a characteristic that it does not have or is of a particular standard or quality that is not the case. Commercial Law Art. § 13-301. Section 13-408 of that article provides for a private cause of action to recover for loss or injury sustained as the result of a practice forbidden by the CPA.

Id. at 31.

The MCPA imposes obligations on parties who deal with consumers to speak and act truthfully by prohibiting any “[f]alse, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers” and requiring the party to disclose all material facts by making the “[f]ailure to state a material fact if the failure deceives or tends to deceive” an unfair and deceptive practice. See MD. CODE ANN. COM. LAW §13-301 (1)(3). Reliance is not a requirement under the MCPA. See MD. CODE ANN. COM. LAW § 13-302 (“Any practice prohibited by this title is a violation of this title, whether or not any consumer in fact has been misled, deceived...”).

In addition, “[u]nder Maryland law...[a] principal is *prima facie* liable for the acts of his agent done in the general course of business authorized by him.” *Winemiller v. Worldwide Asset Purchasing, LLC*, 2011 WL 1457749, *3 (D. Md. 2011) (quoting *Carroll v. State*, 3 A. 29 (Md. 1885)). Thus the Debtors are liable for the actions of their authorized agents with respect to the foreclosure and other false and deceptive servicing on Mr. Matthews’ loan and property. Notably, the Debtors do not claim anywhere in their Objection that there is not an agency relationship

between them and the substitute trustees or other agents involved in the actions recounted in Mr. Matthews' Counter Complaint.

Finally, a violation of the Maryland Consumer Debt Collection Act ("MCDCA") constitutes a violation of the MCPA. MD. CODE ANN., COM. LAW § 13-301(14)(iii). Because, as will be shown *infra*, the Debtors' and their agents' conduct violates the MCDCA, it also violates the MCPA.

Under Maryland law, it is not a defense by a defendant to the Maryland Consumer Protection Act violation that the defendant had simply complied with some other law or duty. These other laws may create duties on the defendant but the MCPA "establishes boundaries beyond which [the defendant] may not go, unless they wish to be liable for deceptive or unfair trade practices." *MRA Prop. Mgmt., Inc. v. Armstrong*, 426 Md. 83, 112-13, 43 A.3d 397, 414-15 (2012). *Compare Scull v. Groover, Christie & Merritt, P.C.*, 435 Md. 112, 76 A.3d 1186 (2013)(holding that a non-professional service by an otherwise exempt party to a MCPA claim, subjects that party to the scope of the MCPA).

Here, Mr. Matthews has clearly pleaded a cause of action under the MCPA in his Counter-Complaint at ¶¶ 139, 140, 143, 146-156. The Debtors' conclusory claims to the contrary in their Objection at ¶¶ 62-78 do not set forth any facts to dispute Mr. Matthews claims, and are unavailing. Finally, the Debtors claim that "there is no legal authority that permits Matthews to recover 'damages for emotional distress or mental anguish' under the MCPA" (Obj. ¶78) is simply wrong as a matter of law. Under the MCPA, statutory text provides that "any person may bring an action to recover for injury or loss sustained by him as the result of a practice prohibited by this title." MD. CODE ANN., COM. LAW § 13-408(a). In the case of *Chaires v. Chevy Chase*, 350 Md. 716 (1998), the trial court "submitted a special interrogatory to the jury that defined injury or loss

[under the MCPA] to include emotional distress or mental anguish.” *Id.* at 722. Neither the issuance of this “special interrogatory” nor the finding of liability under the MCPA were appealed in that case. Both the statutory text and the *Chaires* decision indicate that non-economic damages are recoverable under the Consumer Protection Act. *See also Green v. N.B.S., Inc.*, 409 Md. 528, 539, 976 A.2d 279, 285 (2009) (recognizing that non-economic damages are recoverable under the MCPA). *Berg v. Byrd*, 124 Md. App. 208, 215-16, 720 A.2d 1283, 1286 (1998) (same). *See also Franklin Credit Mgmt. Corp. v. Nefflen*, 208 Md. App. 712, 720, 57 A.3d 1015, 1020 (2012) cert. granted, 431 Md. 219, 64 A.3d 496 (2013) and aff’d, 436 Md. 300, 81 A.3d 441 (2013)(affirming this Court’s award of emotional damages and losses under the MCPA).

iii. **MMFPA**

The Maryland Mortgage Fraud Protection Act

[i]n its broadest sense, the statute simply states “[a] person may not commit mortgage fraud.” *Id.* § 7–402. Relevant to the present action, the statute defines mortgage fraud as:

(1) Knowingly making any deliberate **misstatement, misrepresentation, or omission** during the mortgage lending process with the intent that the misstatement, misrepresentation, or omission be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process;

(2) Knowingly creating or producing a document for use during the mortgage lending process that contains a **deliberate misstatement, misrepresentation, or omission** with the intent that the document containing the misstatement, misrepresentation, or omission be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process;

(3) Knowingly using or facilitating the use of any **deliberate misstatement, misrepresentation, or omission** during the mortgage lending process with the intent that the misstatement, misrepresentation, or omission be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process;...;
or

(6) Filing or causing to be filed in the land records in the county where a residential real property is located, any document relating to a mortgage loan that the person knows to contain a deliberate misstatement, misrepresentation, or omission.

Md.Code Ann., Real Prop. § 7–401(d)(1)-(6). The statutory definition of the “mortgage lending process” includes “(i) [t]he solicitation, application, origination, negotiation, **servicing**, underwriting, signing, closing, and funding of a mortgage

loan; and (ii) **the notarizing of any document in connection with a mortgage loan.**” *Id.* § 7–401(e)(2).

Stovall v. SunTrust Mortg., Inc., CIV.A. RDB-10-2836, 2011 WL 4402680. *9-10 (D. Md. Sept. 20, 2011)(emphasis added). *See also Marchese v. JPMorgan Chase Bank, N.A.*, 917 F. Supp. 2d 452, 468-469 (D. Md. 2013)(“The grounds for denying the Motion to Dismiss with respect to [mortgage servicing practices] under the MMFPA involve the same analysis the Court conducted under the MCPA”); *Ademiluyi v. PennyMac Mortgage Inv. Trust Holdings I, LLC*, 929 F. Supp. 2d 502, 531-32 (D. Md. 2013)(“The plain text of the MMFPA creates a statutory duty to disclose and a related action for fraud. As noted, mortgage fraud under R.P. § 7–401(d) includes the making, knowingly and with the ‘intent to defraud,’ of an ‘omission during the mortgage lending process with the intent that the misstatement, misrepresentation, or omission be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process’”); *Currie v. Wells Fargo Bank, N.A.*, 950 F. Supp. 2d 788, 799-800 (D. Md. 2013); *Piotrowski v. Wells Fargo Bank, N.A.*, CIV.A. DKC 11-3758, 2013 WL 247549, *13 (D. Md. Jan. 22, 2013).

The MMFPA was originally passed by the Maryland Generally Assembly as emergency, remedial legislation in response to the mortgage crisis that had taken over Maryland (and the rest of the country) in 2008. REAL PROPERTY—MARYLAND MORTGAGE FRAUD PROTECTION ACT, 2008 Maryland Laws Ch. 3 (S.B. 217). To aid criminal enforcement of the prohibition against mortgage fraud enacted as part of the MMFPA, the legislature provided a private right of action:

- (a) In addition to any action authorized under this subtitle [including criminal enforcement pursuant to § 7-405] and any other action otherwise authorized by law, a person may bring an action for damages incurred as the result of a violation of this subtitle.
- (b) A person who brings an action under this section and who is awarded damages may also seek, and the court may award, reasonable attorney's fees.

(c) If the court finds that the defendant violated this subtitle, the court may award damages equal to three times the amount of actual damages.

MD. CODE ANN., REAL PROP., § 7-406.

The MMFPA came about as part of a package of legislation in the 2008 session which arose from recommendations of the Maryland Homeownership Preservation Task Force, formed at the height of our current financial crisis, to develop common sense solutions to minimize the devastating effects of foreclosure for a variety of constituencies. The Task Force issued a report (“Task Force Report”) which aptly summarized the effect of foreclosures on the community as follows:

Foreclosures have a devastating effect on homeowners and the communities in which they live. Frequently, a homeowner who loses his or her home to foreclosure loses the accrued equity. A property sold in a foreclosure sale typically draws a lower price than it would in a regular market sale. In the first half of 2005, Maryland’s “foreclosure discount” was 18.8 percent, according the St. Ambrose Housing Aid Center, Inc. This is a tragedy for a growing number of Maryland families.

Maryland Homeownership Preservation Task Force Report (November 29, 2007), (available online at <http://www.gov.state.md.us/documents/HomePreservationReport.pdf>) (last visited June 5, 2014) at Page 12 (footnotes omitted).

If the common law, including common law fraud, were sufficient to address the scope of issues intended to be addressed by the MMFPA, then there would have been no purpose of need for the legislature to enact the MMFPA. *Robinson v. State*, 353 Md. 683, 694, 728 A.2d 698, 703 (1999)(“a cardinal rule of statutory construction to give effect to the intent of the Legislature” and “where a statute deals with an entire subject-matter...the statute is generally construed as abrogating the common law as to that subject). *Robinson v. State*, 353 Md. 683, 693, 728 A.2d 698, 702 (1999). Here, however as explained by the Fourth Circuit previously, “remedial

legislation should receive a broad interpretation to effectuate its purposes.” *D.L. ex rel. K.L. v. Baltimore Bd. of Sch. Comm'rs*, 706 F.3d 256, 260 (4th Cir. 2013)(citing *Tcherepnin v. Knight*, 389 U.S. 332, 336, 88 S.Ct. 548, 19 L.Ed.2d 564 (1967)). *See also Pak v. Hoang*, 378 Md. 315, 324-26, 835 A.2d 1185, 1190-91 (2003) (explaining that remedial statutes under Maryland law are recognized by providing remedies and improved remedies not previously available under prior law including common law and that court should not narrowly construe the statute which would only “perpetuate the very evils to be remedied....”) (internal quotations and citations omitted).

Mr. Matthews puts forward ample facts in support of his MMFPA claim in the Counter Complaint and in his Declaration. *See* Counter Complaint ¶¶1, 5, 7, 52-55, 57, 59, 66, 80, 82, 84-86; Matthews Declaration ¶¶13-17, 19-22, 24-26, 29-32. The Debtors’ conclusory statements in ¶¶90-95 of their Objection are unsupported by any factual allegations and do not serve to overcome the *prima facie* case put forward by Mr. Matthews in his Proof of Claim.

Finally, if the Court finds that Mr. Matthews’ claims under the MCPA are valid, it necessarily follows that his claims under the MMFPA are valid. “[B]ecause the Court previously determined that [plaintiff] sufficiently pled actual loss or injury under the MCPA, [plaintiff] also sufficiently pled a claim under the MMFPA.” *Marchese v. JPMorgan Chase Bank, N.A.*, 917 F.Supp.2d 452, 469 (D. Md. 2013). *See also Piotrowski v. Wells Fargo Bank, N.A.* 2013 WL 247549, *13 (D. Md 2013) (“Because Mr. Piotrowski states an MCPA claim based on Wells Fargo's alleged representations and omissions about its consideration of his loan modification requests, the complaint also states an MMFPA claim based on the same conduct.”)

iv. MCDCA

The Maryland Consumer Debt Collection Act concerns “collecting or **attempting to collect an alleged debt** [in which] a collector may not...(8) Claim, attempt, or threaten to enforce

a right with knowledge that the right does not exist.” MD. CODE ANN., COM. LAW § 14-202 (emphasis added).

Mortgage loan servicers like GMAC are presumed to have knowledge of their substitute trustees’/attorneys’ actions taken on their behalf in foreclosure proceedings such as that brought against Mr. Matthews, even if they never review what their substitute trustees did on their behalf. *Putnam v. Day*, 89 U.S. 60, 22 L. Ed. 764 (1874); *Salisbury Beauty Sch. v. State Bd. Of Cosmetologists*, 268 Md. 32, 300 A.2d 367 (1973); *Bob Holding Corp. v. Normal Realty Corp.*, 223 Md. 260, 266,164 A.2d 457, 460 (Md. 1960) The Court of Appeals has explained policy rationale underlying this presumption as follows:

It is clear that the legislative process relating to mortgage foreclosures of the last several years has been designed to slow down the mortgage foreclosure practices **to limit the abuses of past years and to provide additional protections to homeowners.** In our view the Legislature has effectively changed Maryland's slanted in favor of secured parties foreclosure practices **to one requiring compliance with much stricter standards, tipping the playing field to protect debtors...**

The Legislature's public policy statements as exemplified by its recent enactments persuade us a stricter adherence to the rules of procedure in mortgage foreclosure sales of residential property is required.

Maddox at 434. (emphasis added).

In this case Mr. Matthews has sufficiently pleaded a cause of action under the MCDCA and supported that cause of action with ample factual assertions in the Counter Complaint and his Declaration (*see* Counter Complaint ¶¶1, 5, 7. 52-55, 57, 59, 66, 80, 82, 84-86 ¶¶171-181; Matthews Declaration ¶¶13-17, 19-22, 24-26, 29-32). These well-pled facts have gone completely un-rebutted by Debtors in their Objection, who have put forward zero factual allegations disputing those alleged by Mr. Matthews. Debtors instead hope to merely assert that GMAC was entitled to take the action it took (Obj. ¶¶81, 83, 84) or that GMAC was not attempting to collect a debt (*Id.*

¶85) or that GMAC did not know that the actions it was taking were wrongful (*Id.* ¶86). Respectfully, these bare assertions are amply refuted by the facts put forward by Mr. Matthews referenced above, and do not serve to rebut the *prima facie* case against debtors asserted in Matthews' Proof of Claim.

v. **FDCPA**

The Fair Debt Collection Practices Act ("FDCPA") "prohibits a debt collector from, *inter alia*, making a "threat to take any action that cannot legally be taken," 15 U.S.C. § 1692e(5), or "us[ing] unfair or unconscionable means to collect or attempt to collect any debt." *Id.* §1692f." *Ademiluyi v. PennyMac Mortg. Inv. Trust Holdings I, LLC*, 929 F.Supp.2d 502, 519 (D. Md. 2013). More broadly, the FDCPA "limits its reach to those collecting the dues "of another" and does not restrict the activities of creditors seeking to collect their own debts." *Carlson v. Long Island Jewish Medical Center*, 378 F.Supp.2d 128, 130-131 (E.D.N.Y. 2005). However:

There is one situation specifically recognized by the FDCPA when a creditor will be deemed a debt collector and therefore subject to the strictures of the Act. That situation exists when the creditor attempts to collect its own debts by using "any name other than his own which would indicate that a third person is collecting or attempting to collect such debts." 15 U.S.C. § 1692a(6). The imposition of liability in this case recognizes the fact that when a creditor uses a name other than his own, the motivation to protect the good will in his own name is absent and the likelihood for abusive debt collections practices returns. Thus, a creditor may be found liable under section 1692(a)(6) if, in the course of collecting its own debts, it "pretends to be someone else" or "uses a pseudonym or alias."

Id. at 131.

In this case, GMAC repeatedly represented to Mr. Matthews while attempting to collect on his mortgage loan that it was USAA. (CC at ¶¶ 31, 46, 53, 54, 76, 84-89, 92, 109-114; Matthews Declaration ¶¶3, 12-22). This use of another name by GMAC places it's conduct squarely within the purview of section 1692(a)(6).

In addition, GMAC continues to act without a license as a debt collector as required under

the Maryland Collection Agency Licensing Act (“MCALA”), which constitutes a “‘threat to take any action that cannot legally be taken,’ 15 U.S.C. § 1692e(5), or ‘us[ing] unfair or unconscionable means to collect or attempt to collect any debt.’” *Ademiluyi* at 519. In *Ademiluyi*, the U.S. District Court for the District of Maryland analyzed the interplay between state collection laws and the FDCPA as follows:

Violations of a state collection licensing law such as the MCALA may support a claim under the FDCPA. *See, e.g., Bradshaw v. Hilco Receivables, LLC*, 765 F.Supp.2d 719, 726–27 (D.Md.2011) (Bennett, J.) (holding that a violation of the MCALA may support a cause of action under the FDCPA, including when an unlicensed debt purchaser files lawsuits to collect on debt in default, as a threat to take an action that cannot legally be taken); *Hauk*, 749 F.Supp.2d at 366–67 (Blake, J.) (indicating that a debt collector's failure to register under state collection law is pertinent to whether it used unfair or unconscionable means to collect a debt); *see also LeBlanc v. Unifund CCR Partners*, 601 F.3d 1185, 1200 (11th Cir.2010) (holding that defendant's “lack of registration with the State of Florida is an appropriate consideration in deciding whether [defendant's] ‘means’ of collection were ‘unfair or unconscionable’ ”)

Id.

Here, GMAC and its proximate the Objector are liable to Mr. Matthews for the same reasons as the defendant in *Ademiluyi*, i.e., failure to obtain a license while attempting to collect on a debt from Matthews by maintaining the Second Foreclosure action against him.

Finally, the Affidavit Certifying Ownership of Debt Instrument and Truth and Accuracy of Copy Filed Herein (**Exhibit 5**) included in the Order to Docket the First Foreclosure Action is ambiguous as to the actual owner of the debt instrument, at once claiming that the debt instrument “is owned by GMAC Mortgage, LLC” and that GMAC is “authorized by Government National Mortgage Association [“Ginnie Mae”] to be the holder of the Note and Mortgage for the purposes of all actions necessary to conduct foreclosure.” Thus, either GMAC was the owner of the debt instrument when it attempted to collect from Mr. Matthews, but used a fictitious name as described *supra*, or it was not the owner, and was attempting to collect on behalf of Ginnie Mae. Either way,

Mr. Matthews has sufficiently stated facts to demonstrate the Debtors' liability under the FDCPA (it was collecting with a fictitious name or it acquired the debt while it was all edged and believed it to be in default). However, if the Court is unpersuaded by the facts alleged in Mr. Matthews well-pled Counter Complaint and the declarations submitted in support of this Response or the legal arguments herein, Mr. Matthews requests that the Court set this matter in for an evidentiary hearing to adjudicate disputed factual issues or certify any questions of law to the Maryland Court of Appeals.

F. OTHER ARGUMENTS OF RESCAP BORROWERS CLAIMS TRUST

i. Objector's Res Judicata Argument is Wrong as a Matter of Law and Fact

Objector argues to the Court that Matthews' claims are prohibited by the doctrine of *res judicata*. Obj. at ¶¶ 2, 35, 41, 42, 44, 82, 96. With all due respect, ResCap overlooks the actual facts and law and its argument is without application to the facts of this matter and Matthews' pending claims.

Here, Matthews pursued GMAC on March 16, 2012 in the Circuit Court for Baltimore City, Maryland by his original Counter Complaint before GMAC sought bankruptcy protection in this Court. **Exhibit 11**. That action was stayed in the circuit court when this action commenced by virtue of the automatic stay. While stayed, Matthews timely filed his Proof of Claim subject to this action on August 13, 2012. **Exhibit 1**. The Debtors and Matthews also stipulated in this Court on October 2, 2012 that Matthews may amend his Counter Complaint in the state court to pursue third parties but not the Debtors. *See* Doc. 1697. Thereafter, Matthews did as was agreed with the Debtors and amended his Counter Complaint in the state court removing GMAC as a party to that action. **Exhibit 11**. That Amended Counter Complaint remains pending in the circuit court and is not a final judgment; nor has GMAC or any other current party ever asked the circuit court to declare any portion of the case final for appeal purposes pursuant to Md. Rule 2-602 or any other

authority available to them. **Exhibit 11** and KM Dec. at ¶¶ 35-38. Matthews later elected to dismiss his adversary proceeding without prejudice, as was his right, on April 9, 2013 while his Proof of Claim and Amended Counter Complaint were both still pending and not final judgments. *See* Doc. 18, Adv. Proc. 12-1933. This Court issued a minute order on April 9, 2013 advising all parties that the adversary was “Closed Subject to the Filing of a Notice of Appeal Within Fourteen (14) Days of Entry of the Order Terminating this Adversary Proceeding.” *See* Adv. Proc. 12-193. Docket for Entry at April 9, 2013. No appeal of the dismissal without prejudice was taken or objected to by any party. *Id.*

Respectfully, Objectors’ argument concerning the doctrine of *res judicata* is easily dispatched.

Under Maryland Law, the requirements of *res judicata* or claim preclusion are: 1) that the parties in the present litigation are the same or in privity with the parties to the earlier dispute; 2) that the claim presented in the current action is identical to the one determined in the prior adjudication; and 3) **that there was a final judgment on the merits.**

Colandrea v. Wilde Lake Cmty. Ass'n, Inc., 361 Md. 371, 392, 761 A.2d 899, 910 (2000)(emphasis added). *See also Anne Arundel Cnty. Bd. of Educ. v. Norville*, 390 Md. 93, 106-07, 887 A.2d 1029, 1037 (2005)(“The doctrine of *res judicata* bars the relitigation of a claim if there is a **final judgment** in a previous litigation where the parties, the subject matter and causes of action are identical or substantially identical as to issues actually litigated and as to those which could have or should have been raised in the previous litigation”).

Here there is no final judgment in the now pending circuit court action. Exhibits 8 and 9 at ¶ 2. Nor has a scheduling order even been issued. *Id.* Therefore, it is a legal impossibility in this case for Objector to argue that *res judicata* applies.

Further, given the facts that the Debtors stipulated in this case that Matthews may pursue the course of action he chose to pursue in the state court with the agreement of the Debtors and

approval of this Court, Objector should be estopped from arguing any prejudice or claiming any benefit from the two dismissal rule even if it did apply (and it does not). Further the Court gave the Debtors notice that the adversary decision to appeal could be appealed by them and Debtors elected to do nothing and not even ask that the dismissal be converted with prejudice. Instead, Debtors waited over a year on their rights and did nothing to the now late alleged detriment of Matthews and under the defense of laches and waiver the Court should, if it believes the state court dismissal is a final judgment (which respectfully would be an error of law), to simply disregard and deny Objector's *res judicata* argument.

ii. *Objectors are Wrong and There is No Basis for the Court to Conclude that Every Claim Involving HAMP is Preempted*

Objector argues that Matthews' claims which relate in any way to the Making Home Affordable Program ("HAMP") are pre-empted. Obj. at ¶¶ 2, 46-49, 92. Respectfully, this overbroad defense has been rejected and has no merit.

First, ResCap suggests that Matthews' claims are an attempt to do something it does not—i.e. to enforce HAMP. Matthews does not seek this relief. Even if his claims did relate to HAMP, two federal circuit courts of appeal have explained that Objector's argument here, i.e. that everything related to HAMP is preempted, is incorrect. *Wigod v. Wells Fargo Bank, N.A.*, 673 F.3d 547, 585-86 (7th Cir. 2012) ("We predict that the Illinois courts would find some of Wigod's claims actionable under the laws of their state, and we can find no basis in the law of federal preemption that would bar those claims"); *Spaulding v. Wells Fargo Bank, N.A.*, 12-1973, 2013 WL 1694549, FN 4 (4th Cir. Apr. 19, 2013) ("the mere fact that HAMP does not provide a private right of action does not mean that all state law claims affiliated with or related to an unsuccessful HAMP application are necessarily preempted") (citing *Wigod*, 673 F.3d at 581). See also *Picini v.*

Chase Home Fin. LLC, 854 F. Supp. 2d 266, 274 (E.D.N.Y. 2012)(rejecting a HAMP third party beneficiary but permitting state claims to proceed).

As the above authority makes clear, when misstatements, material omissions and misrepresentations are made to consumers and consumers are damaged by those misrepresentations, a cause of action under state or federal consumer protection statutes can lie. Nowhere in Matthews Proof of Claim is the claim made that GMAC must comply with HAMP. The claim that the Plaintiffs have made such an attempt is unavailing.

iii. *The Witness Immunity Doctrine has No Application to the Actual Claims Before the Court*

Objector clings to the hope that Mr. Matthews' claims in common law fraud and remedial consumer protection statutes are prohibited because of Maryland's recognition of "witness immunity." Obj. at ¶¶50-52. While it is true that Maryland common law recognizes this immunity, the defense does not apply to Mr. Matthews claims before the Court (these claims are discussed in more detail *supra*). Each Maryland authority cited by Objector on this issue involved claims of libel, slander, or defamation. None of the authorities relied upon involved common law fraud or any of the remedial consumer protection statutes mentioned below. In fact in one case cited by Objector, the Court of appeals recognized that other causes of action besides defamation will have to be utilized to address the injury, damages, or losses attributable to the false testimony of a witness. *Keys v. Chrysler Credit Corp.*, 303 Md. 397, 406, 494 A.2d 200, 204 (1985)("Thus, even the intentional and wrongful bringing or maintaining of litigation will not destroy the absolute privilege that attends the litigation, and a cause of action other than defamation must be employed to redress such a wrong"). See also *D'Aoust v. Diamond*, 424 Md. 549, 595, 36 A.3d 941, 967 (2012)(holding there is no witness immunity for acts of court appointed officers).

The rationale of *Keys* is important and consistent with the general “rule...that where a statute and the common law are in conflict, the common law yields to the statute to the extent of the inconsistency, but where the legislative intent is shown to encompass an entire area then that statute preempts the common law.” *Watkins v. State*, 42 Md. App. 349, 354, 400 A.2d 464, 467 (1979). Further, to adopt ResCap’s reasoning that the common law defense of witness immunity applies to Mr. Matthews’ statutory claims would simply eviscerate the protections intended by the legislature which did not provide for such a defense or exemption in any of the statutes and be a violation of the Maryland Constitution’s separation of powers requirement. Md. Dec. of R. art. 8.

For these reasons, Mr. Matthews requests the Court to reject Objectors’ immunity arguments which are not in fact based on Maryland law and have no application to the actual claims before the Court.

V. CONCLUSION

As stated herein, Matthews has stated valid claims and the Objector has not put forward any admissible evidence for the Court to rebut the *prima facie* presumption in favor of Matthews and the previously determined facts already adjudicated by the circuit court. If the Court has any hesitation whatsoever, Matthews requests the Court to exercise its discretion and permit him to pursue his claims in the pending action in the Circuit Court for Baltimore City, Maryland or alternatively to appoint a special master at the Debtors’ and Objector’s expense to make findings of fact after a period of discovery and an evidentiary hearing/trial. Further, even though Matthews believes that Maryland law related to his claims are clear, if the Court is uncertain, Matthews requests the Court to consider those questions of law to the Maryland Court of Appeals pursuant to the Maryland Uniform Certification of Questions of Law Act, Md. Code Ann., Cts. & Jud. Proc. § 12-601, *et seq.* For these reasons Matthews requests the Court to overrule ResCap’s Objection with prejudice or grant leave to pursue the alternative relief requested herein.

Respectfully,

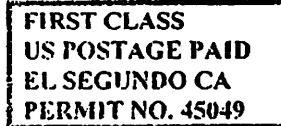
//ss//

Phillip Robinson
Consumer Law Center LLC
8737 Colesville Road, Suite 307
Silver Spring, MD 20910
Phone (301) 637-6270
Email: phillip@marylandconsumer.com

*Counsel for Creditor Kevin J. Matthews and
Admitted Pro Hoc Vice*

Exhibit 1

ResCap Claims Processing Center
c/o KCC
2335 Alaska Ave
El Segundo, CA 90245



Kevin J. Matthews
c/o Legg Law Firm LLC
5500 Buckeystown Road, Francis Scott Key Mall
Frederick, MD 21703

PROOF OF CLAIM CONFIRMATION

Your proof of claim filed against GMAC Mortgage, LLC,
case no 12-12032 was received on 8/13/2012
and assigned claim number 392

For more information, please visit www.kccllc.net/rescap or call 1-888-251-2914



Exhibit 2

LIBER 14058 PAGE 019

Property Tax ID Number: 27-04-5555-055

MARYLAND

MIN: 100105600023774507

MERS Phone: 1-888-679-6377


ASSIGNMENT OF DEED OF TRUST

ORIGINAL MORTGAGE AMOUNT - \$150,000.00

FOR VALUE RECEIVED, the undersigned MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR USAA FEDERAL SAVINGS BANK ITS SUCCESSORS AND ASSIGNS (Assignor), hereby, grants, assigns and transfers unto GMAC Mortgage, LLC, all beneficial interest under that certain Deed of Trust dated February 14, 2008 executed by Kevin Jerron Matthews, Borrower, to Michael J. Broker, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR USAA FEDERAL SAVINGS BANK, as Beneficiary, recorded on February 21, 2008 in Liber 10445 at Folio 309 of the Official Records of the Clerk of the Circuit Court for BALTIMORE CITY, State of MARYLAND, describing land therein.

PROPERTY ADDRESS: 3216 East Northern Parkway, Baltimore, Maryland 21214

IN WITNESS WHEREOF, Assignor, Mortgage Electronic Registration Systems, Inc. as nominee for USAA Federal Savings Bank its successors and assigns, has caused this Assignment to be signed in its corporate name and its corporate seal to be hereunto affixed and attested, this 18th day of January, 2012.

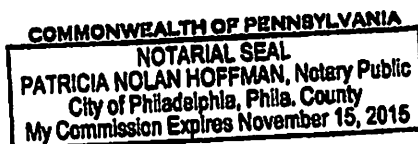
IN THE PRESENCE OF

STATE OF Pennsylvania
COUNTY OF Montgomery

Mortgage Electronic Registration Systems, Inc. as nominee
for USAA Federal Savings Bank its successors and assigns

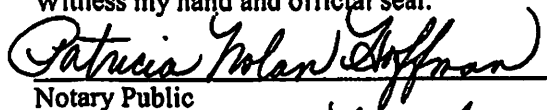
BY:  **Dannette Lowe**

Title: **Vice President**

On the 18th day of January, 2012, before me, a Notary Public in and for said State personally appeared Dannette Lowe, who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.


Notary Public

My Commission Expires: November 15, 2015

Kevin Jerron Matthews
3216 East Northern Parkway
2011-17613

LIBER | 4058 PAGE 020

LEGAL DESCRIPTION:

BEGINNING on the northeast side of Northern Parkway, 100 feet wide, at a point situate, north 65 degrees 05 minutes 30 seconds west 373.90 feet along said side from the corner formed by the intersection of the northeast side of Northern Parkway with the northwest side of Moyer Avenue, 50 feet wide, as shown on the Plat of Northern Heights duly recorded among the land records of Baltimore City; said place of beginning being also in line with the center of a partition wall there situate; thence leaving said place of beginning and binding along the northeast side of Northern Parkway, north 65 degrees 05 minutes 30 seconds west 26.34 feet; thence leaving the northeast side of Northern Parkway and running for a line of division, north 24 degrees 54 minutes 30 seconds east 107.5 feet to the southwest side of a 15 foot alley there situate; thence binding along the southwest side of said alley with the use thereof in common, south 65 degrees 05 minutes 30 seconds east 26.34 feet to a point in line with the center of the above mentioned partition wall; thence leaving the southwest side of said alley and running to and through the center of said partition wall and continuing the same course in all south 24 degrees 54 minutes 30 seconds west 107.5 feet to the place of beginning. The improvements whereon are known as No. 3216 Northern Parkway, Baltimore, Maryland 21214 (For informational purposes only).

BEING THE SAME LOT OF GROUND WHICH BY DEED OF EVEN DATE HERewith AND RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY PRIOR HERETO WAS GRANTED AND CONVEYED BY STEPHANIE CANNIZZARO AS PERSONAL REPRESENTATIVE OF THE STEPHEN A. CANNIZZARO ESTATE UNTO THE BORROWER(s) HEREIN.

Please Record and Return to:
312 Marshall Avenue, Suite 800
Laurel, MD 20707
(301) 490-3361

421000

Kevin Jerron Matthews
3216 East Northern Parkway
2011-17613

Page 3 of 3

LIBER 14058 PAGE 021

BALTIMORE CITY CIRCUIT COURT (Land Records) FMC 14058, p. 0021, MSA_CE164_22910. Date available 02/14/2012. Printed 03/27/2014.

REC'D
FEB 10 2012
BALTIMORE
CITY CIRCUIT COURT
CLERK'S OFFICE
100 N. E. STREET
BALTIMORE, MD 21202
TEL: 410-396-2000
FAX: 410-396-2001
WWW.BALTIMORECITYGOV.GOV

000154

RECEIVED
CIRCUIT COURT
BALTIMORE, MD
2012 FEB 10 PM 12:55

5566

Exhibit 3

Ocwen Loan Servicing, LLC
PO Box 205
Waterloo, IA 50704-0205



Ocwen Loan Servicing[®]
Mortgage Customers
Proudly Serving USAA Members

April 9, 2013

040413 12 02 3 000102 20130419 1061102 OCWEN:UP 1 02 DCU 106110000 160275 DU



KEVIN JERRON MATTHEWS
C/O CIVIL JUSTICE INC
520 W FAYETTE STREET, ST. 410
BALTIMORE MD 21201



RECEIVED APR 16 2013

RE: Account Number: ~~XXXXXXXXXX~~ 6456
Property Address: 3216 EAST NORTHERN PARKWAY
BALTIMORE MD 21214-1422

Dear KEVIN JERRON MATTHEWS:

You were recently sent a correspondence on February 16, 2013 from Ocwen Loan Servicing with regard to the referenced mortgage account. Due to a computer programming error, the creditor for the referenced loan was possibly misidentified. As part of our error-correction procedures, we are writing to inform you that the creditor to whom the debt is owed is **GMAC Mortgage, LLC**. We apologize if this caused any misunderstanding. Feel free to contact us at your convenience if you have any further questions or concerns.

Please Note: This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have an active bankruptcy case or have received an Order of Discharge from a Bankruptcy Court, the following Notice Regarding Bankruptcy applies.

Notice Regarding Bankruptcy: Please be advised that if you are part of an active Bankruptcy case or if you have received an Order of Discharge from a Bankruptcy Court, this letter is in no way an attempt to collect either a pre-petition, post petition or discharged debt. If your bankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If you have received an Order of Discharge in a Chapter 7 case, any action taken by us is for the sole purpose of protecting our lien interest in the underlying mortgaged property and is not an attempt to recover any amounts from you personally. Finally, if you are in an active Chapter 11, 12 or 13 bankruptcy case and an Order for Relief from the Automatic Stay has not been issued, you should continue to make payments in accordance with your plan.

M023



Exhibit 4

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

Laura H.G. O'Sullivan, et al., Substitute Trustees
Plaintiffs

Civil No.

vs.

Kevin Jerron Matthews
Defendant

AFFIDAVIT CERTIFYING OWNERSHIP OF DEBT INSTRUMENT
AND THAT THE COPY OF THE NOTE IS A TRUE AND ACCURATE COPY
Pursuant to Real Prop. Art., Section 7-105.1(d)(2)(III)

The undersigned does hereby certify that the copy of the Note attached hereto is a true and accurate copy of the original debt instrument executed by Kevin Jerron Matthews, dated February 14, 2008, and secured by the Deed of Trust recorded among the land records of BALTIMORE CITY, Maryland, at Liber 10445 Folio 309, and that Ginnie Mae is the owner of the loan evidenced by the note and has authorized GMAC Mortgage, LLC to be the holder of the note for purposes of executing this affidavit and conducting this foreclosure action.

I SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING PAPER ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

GMAC Mortgage, LLC

Signature: _____

Name: _____

Kimberly Fritz

Title: _____

Authorized Officer

1/20/2012

Exhibit 5

BGW#: 96789

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

Jacob Geesing
Carrie M. Ward
Howard N. Bierman

4520 East West Highway, Suite 200
Bethesda, MD 20814
Substitute Trustees
Plaintiffs

vs.

KEVIN JERRON MATTHEWS

3216 East Northern Parkway
Baltimore, MD 21214-1422

Defendant(s)

* * * * *

Case No.

**AFFIDAVIT CERTIFYING OWNERSHIP OF DEBT INSTRUMENT AND TRUTH AND
ACCURACY OF COPY FILED HEREIN**

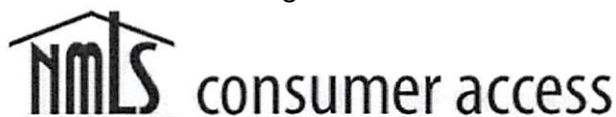
Pursuant to Maryland Rule 14-207 (b)(3), the undersigned solemnly affirms under the penalties of perjury that the enclosed herein is a true and correct copy of the debt instrument ("Note") which the undersigned hereby certifies is owned by GMAC Mortgage, LLC, authorized by Government National Mortgage Association to be the holder of the Note and Mortgage for the purposes of all actions necessary to conduct foreclosure.

IN WITNESS WHEREOF, GMAC Mortgage, LLC, authorized by Government National Mortgage Association to be the holder of the Note and Mortgage for the purposes of all actions necessary to conduct foreclosure, servicing agent for GMAC Mortgage, LLC, authorized by Government National Mortgage Association to be the holder of the Note and Mortgage for the purposes of all actions necessary to conduct foreclosure, has caused these presents to be executed on this 4 day of February, 2010 by Jeffrey Stephan, which individual has been duly appointed as the party with proper authority so to act for the purposes stated herein.

GMAC Mortgage, LLC, authorized by Government National Mortgage Association to be the holder of the Note and Mortgage for the purposes of all actions necessary to conduct foreclosure

Name: Jeffrey Stephan
Title: Limited Signing Officer

Exhibit 6



GMAC Mortgage, LLC

NMLS ID: 1045	Street Address: 1100 Virginia Drive Fort Washington, PA 19034	Phone: 267-419-3743	Website: www.gmacmortgage.com
	Mailing Address: ResCap Liquidating Trust 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034	Toll-Free Number: Not provided Fax: 724-288-9933	Email: Jennifer.Shank@ResCapEstate.com

Other Trade Names : None

Prior Other Trade Names : "Ditech, GMAC Mortgage, LLC"; Ditech

Prior Legal Names : None

Sponsored MLOs : 0

Fiscal Year End: 12/31 Formed in: Delaware, United States Date Formed: 04/13/2006 Stock Symbol: None Business Structure: Limited Liability Company

State Regulatory Actions : None posted in NMLS.

Branch Locations (4 Active, 63 Inactive)

State Licenses/Registrations (Displaying 1 Active, 76 Inactive of 77 Total)

Regulator	Lic/Reg Name	Authorized to Conduct Business	Consumer Complaint
Alabama	Consumer Credit License	No	Submit to Regulator
Alabama	Mortgage Brokers License	No	Submit to Regulator
Alaska	Mortgage Broker/Lender License	No	Submit to Regulator
Alaska	Mortgage Broker/Lender License - Other Trade Name #1	No	Submit to Regulator
Arizona	Mortgage Banker License	No	Submit to Regulator
Arizona	Mortgage Banker License - Other Trade Name #1	No	Submit to Regulator
Arkansas	Combination Mortgage Banker-Broker-Servicer License	No	Submit to Regulator
California - DBO	Residential Mortgage Lending Act License	Yes	Submit to Regulator
California - DBO	Finance Lenders Law License	No	Submit to Regulator
Colorado	Mortgage Company Registration	No	Submit to Regulator
Connecticut	Mortgage Lender License	No	Submit to Regulator
District of Columbia	Mortgage Dual Authority License	No	Submit to Regulator
Florida	Mortgage Lender Servicer License	No	Submit to Regulator
Georgia	Mortgage Lender Registration	No	Submit to Regulator
Hawaii	Mortgage Servicer Loan Modification License	No	Submit to Regulator
Idaho	Mortgage Broker/Lender License	No	Submit to Regulator
Illinois	Residential Mortgage License	No	Submit to Regulator
Illinois	Residential Mortgage License - Other Trade Name #1	No	Submit to Regulator
Indiana-DFI	First Lien Mortgage Lending License	No	Submit to Regulator
Indiana-DFI	Subordinate Lien Mortgage Lending License	No	Submit to Regulator
Iowa	Master Loan Company Registration	No	Submit to Regulator
Iowa	Mortgage Banker License	No	Submit to Regulator
Iowa	Mortgage Banker License - Other Trade Name #2	No	Submit to Regulator
Kansas	Supervised Loan License	No	Submit to Regulator
Kentucky	Mortgage Company License	No	Submit to Regulator
Louisiana	Residential Mortgage Lending License	No	Submit to Regulator

Maine	Supervised Lender License	No	Submit to Regulator
Maryland	Mortgage Lender License	No	Submit to Regulator
<div> <div>Lic/Reg #: 15813</div> <div>Original Issue Date : 10/05/2006</div> </div> <div> <div>Status Voluntary Surrender</div> <div>Status Date 05/30/2013</div> <div>Renewed Through : None</div> </div> <div>Other Trade Names used in Maryland : None</div> <div>View Resident/Registered Agent(s) for Service of Process ▶</div>			
Massachusetts	Debt Collector	No	Submit to Regulator
Massachusetts	Mortgage Broker License	No	Submit to Regulator
Massachusetts	Mortgage Lender License	No	Submit to Regulator
Massachusetts	Small Loan Company	No	Submit to Regulator
Michigan	1st Mortgage Broker/Lender/Service Registrant	No	Submit to Regulator
Michigan	2nd Mortgage Broker/Lender/Service Registrant	No	Submit to Regulator
Minnesota	Residential Mortgage Originator License	No	Submit to Regulator
Minnesota	Residential Mortgage Originator License Other Trade Name #1	No	Submit to Regulator
Mississippi	Mortgage Lender License	No	Submit to Regulator
Montana	Mortgage Broker License	No	Submit to Regulator
Montana	Mortgage Lender License	No	Submit to Regulator
Montana	Mortgage Service License	No	Submit to Regulator
Nebraska	Mortgage Banker License	No	Submit to Regulator
Nevada	Mortgage Banker License	No	Submit to Regulator
Nevada	Mortgage Banker License Other Trade Name #1	No	Submit to Regulator
New Hampshire	Mortgage Banker License	No	Submit to Regulator
New Jersey	Residential Mortgage Lender License	No	Submit to Regulator
New Mexico	Mortgage Loan Company License	No	Submit to Regulator
New York	Exempt Mortgage Loan Service Registration	No	Submit to Regulator
New York	Mortgage Banker License	No	Submit to Regulator
North Carolina	Mortgage Lender License	No	Submit to Regulator
North Dakota	Money Broker License	No	Submit to Regulator
Ohio	Mortgage Broker Act Mortgage Banker Exemption	No	Submit to Regulator
Ohio	Mortgage Loan Act Certificate of Registration	No	Submit to Regulator
Oklahoma	Mortgage Broker License	No	Submit to Regulator
Oregon	Mortgage Lending License	No	Submit to Regulator
Pennsylvania	Mortgage Lender License	No	Submit to Regulator
Rhode Island	Lender License	No	Submit to Regulator
Rhode Island	Loan Broker License	No	Submit to Regulator
South Carolina-BFI	Mortgage Lender / Service License	No	Submit to Regulator
South Carolina-BFI	Mortgage Lender/Service License - Other Trade Name #1	No	Submit to Regulator
South Carolina-DCA	Mortgage Broker License	No	Submit to Regulator
South Dakota	Mortgage Lender License	No	Submit to Regulator
Tennessee	Mortgage License	No	Submit to Regulator
Texas - SML	Mortgage Banker Registration	No	Submit to Regulator
Vermont	Lender License	No	Submit to Regulator
Vermont	Lender License - Other Trade Name #1	No	Submit to Regulator
Vermont	Loan Service License	No	Submit to Regulator
Vermont	Mortgage Broker License	No	Submit to Regulator
Vermont	Mortgage Broker License - Other Trade Name #1	No	Submit to Regulator
Virgin Islands	Mortgage Lender License	No	Submit to Regulator

Virginia	Broker License	No	Submit to Regulator
Virginia	Lender License	No	Submit to Regulator
Washington	Consumer Loan Company License	No	Submit to Regulator
West Virginia	Mortgage Broker License	No	Submit to Regulator
West Virginia	Mortgage Lender License	No	Submit to Regulator
Wisconsin	Mortgage Banker License	No	Submit to Regulator
Wisconsin	Mortgage Broker License	No	Submit to Regulator
Wyoming	Mortgage Lender/Broker License	No	Submit to Regulator

State Regulatory Actions

While some state agencies may add actions taken in previous years against a licensee, the majority are adding only new actions from 2012 or later. To view complete information regarding regulatory actions posted by the state, click any regulator link.

No regulatory actions have been posted in NMLS.

Information made available through NMLS Consumer AccessSM is derived from NMLS (Nationwide Mortgage Licensing System & Registry or Nationwide Multistate Licensing System), the financial services industry's online registration and licensing database. NMLS was created by the **Conference of State Bank Supervisors (CSBS)** and the **American Association of Residential Mortgage Regulators (AARMR)** and is owned and operated by the **State Regulatory Registry LLC (SRR)**, a wholly owned subsidiary of CSBS. For more information about the System, please visit the **NMLS Resource Center** or the **NMLS Federal Registry Resource Center** websites. | [Download PDF Reader](#)

Exhibit 7



Financial Regulation Public Query

Step 3: Display Results

Found matches for: *Company*="gmac mortgage"

Disclaimer: Financial Regulation information is taken from the Commissioner of Financial Regulation license database. Before relying on this information, you should be aware that due to workload and administrative issues there may be relevant information that has not yet been entered into the database. Please contact the Commissioner for verification of critical data.

Collection Agency		
Legal Name	Trade Name	Business Address
GMAC MORTGAGE CORPORATION OF IOWA		3451 HAMMOND AVENUE WATERLOO, IA 50702-0000

Search

[[Home](#)] [[What's New!](#)] [[General Info](#)] [[DLLR Divisions](#)] [[Forms & Applications](#)] [[Search The Site](#)]

Exhibit 8

IN THE CIRCUIT COURT
FOR BALTIMORE CITY, MARYLAND

JACOB GEESING *et al.*,

Substitute Trustees and Plaintiffs,

v.

KEVIN JERRON MATTHEWS,

Defendant.

Case No. 24-O-10001394

PLAINTIFFS' MOTION TO DISMISS WITHOUT PREJUDICE

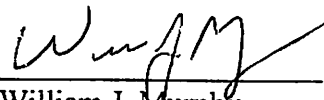
Substitute Trustees and Plaintiffs Jacob Geesing, Carrie M. Ward, and Howard N. Bierman, through their undersigned counsel, hereby move to dismiss the referenced action against Kevin Jerron Matthews without prejudice. Defense counsel have communicated their unwillingness to consent to the requested dismissal absent an order from this Court.

For the reasons set out in the accompanying Consolidated Memorandum of Law, this Court should dismiss this foreclosure action against Mr. Matthews without prejudice as authorized by Maryland Rule 14-207.1, and should disregard the additional forms of class-action and other relief sought by Defendant's counsel in their pending motions.

Date: November 22, 2010

Respectfully submitted,

MURPHY & SHAFFER LLC

By: 
William J. Murphy

Daniel P. Moylan
Suite 1400, 36 South Charles Street
Baltimore, Maryland 21201
T: 410-783-7000
F: 410-783-8823

wmurphy@murphyshaffer.com
dmoylan@murphyshaffer.com

Counsel for Substitute Trustees and Plaintiffs

CERTIFICATE OF SERVICE

Today I caused a copy of the foregoing Plaintiffs' Motion to Dismiss Without Prejudice,
with accompanying papers, to be served by regular mail and by e-mail as follows:

Phillip R. Robinson, Esquire
Anthony DePastina, Esquire
Civil Justice, Inc.
520 West Fayette St., Suite 410
Baltimore, Maryland 21201
410-706-0174
probinson@civiljusticenetwork.org
Adepastina@civiljusticenetwork.org

Peter A. Holland, Esquire
Visiting Law School Assistant Professor
University of Maryland School of Law
Consumer Protection Clinic
500 West Baltimore Street
Baltimore, Maryland 21201-1786
410-706-4256
pholland@law.maryland.edu

Counsel for Defendant

Date: November 22, 2010

Howard N. Bierman, Esquire
Jacob Geesing, Esquire
Carrie M. Ward, Esquire
4520 East West Highway, Suite 200
Bethesda, Maryland 20814
301-961-6555
Jake.geesing@bgw-llc.com

Plaintiffs and Substitute Trustees

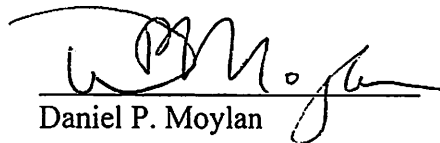

Daniel P. Moylan

Exhibit 9

IN THE CIRCUIT COURT
FOR BALTIMORE CITY, MARYLAND

JACOB GEESING *et al.*,

Substitute Trustees and Plaintiffs,

v.

KEVIN JERRON MATTHEWS,

Defendant.

Case No. 24-O-10001394

CONSENT ORDER

Having considered Plaintiffs' Motion to Dismiss Without Prejudice, the accompanying briefs submitted by the parties, the record in this action, and the argument and representations of counsels as presented at a hearing held this 14th day of January, 2011, it is this 14th day of January, 2011 hereby ordered with the consent of the parties:

- (1) Plaintiffs' Motion to Dismiss Without Prejudice is GRANTED;
- (2) This foreclosure action against Defendant Matthews is accordingly DISMISSED WITHOUT PREJUDICE;
- (3) The foreclosure sale of the real property located at 3216 East Northern Parkway, Baltimore, Maryland 21214, conducted on May 21, 2010, is hereby RESCINDED; and

(4) All other Pending Motions are DENIED AS MOOT.
I, Frank M. Conway, Clerk of the Circuit Court for Baltimore City, hereby certify that this is a true copy from the record in this court, attested the day and date of the undersigned this 30th day of June, 2013.

W. Michel Pierson
Judge's signature
original doc

Judge

cc: All Counsel of Record

Circuit Court for Baltimore City, Maryland



I, Frank M. Conway, Clerk of the Circuit Court
for Baltimore City, hereby certify that this is
a true copy from the record in this court.
Witness my hand and seal of the undersigned

SO



Circuit Court for Baltimore City, Maryland



Exhibit 10

CIRCUIT COURT FOR BALTIMORE CITY
Frank M. Conaway
Clerk of the Circuit Court
Courthouse East
111 North Calvert Street
Room 462
Baltimore, MD 21202-
(410)-333-3745, TTY for Deaf: (410)-333-4389

06/30/14

Case Number: 24-O-10-001394 FC OD
Date Filed: 03/29/2010
Status: Closed/Inactive
Judge Assigned: To Be Assigned,
Location :
CTS Start : 03/29/10 Target : 09/25/11

JACOB GEESING vs KEVIN JERRON MATTHEWS

C A S E H I S T O R Y

OTHER REFERENCE NUMBERS

Description	Number
-----	-----
Case Folder ID	010001394V02

INVOLVED PARTIES

Type Num	Name(Last.First.Mid.Title)	Addr Str/End	Pty. Disp. Addr Update	Entered
PLT 001	GEESING, JACOB		BA DO 01/14/11	04/16/10
		Party ID: 4301537		
	Mail: 4520 EAST WEST HIGHWAY SUITE 200 Bethesda, MD 20814	04/16/10		04/16/10 YH
	Attorney: 0003785 Murphy, William J Zuckerman Spaeder LLP 100 East Pratt Street Suite 2440 Baltimore, MD 21201 (410)332-0444	Appear: 11/12/2010		11/15/10
	0800020 Geesing, Jacob BWW Law Group, LLC 4520 East West Highway	Appear: 03/29/2010		04/16/10

24-O-10-001394 Date: 06/30/14 Time: 11:40

Page: 2

Suite 200
Bethesda, MD 20814
(301)961-6555

Type Num	Name(Last,First,Mid,Title)	Addr Str/End	Pty. Disp. Addr Update	Entered
DEF 001	MATTHEWS, KEVIN JERRON		BA DO 01/14/11	04/16/10
		Party ID: 4301541		
	Mail: 3216 E NORTHERN PARKWAY Baltimore, MD 21214	04/16/10		04/16/10 YH
	Attorney: 0024600 Robinson, Phillip Civil Justice Inc. 520 W Fayette St Suite 410 Baltimore, MD 21201 (410)706-0174	Appear: 07/21/2010		07/21/10
BND 001	Lexington National Insurance Corporation		BA DO 01/14/11	05/19/10
		Party ID: 4318495		
BND 002	Lexington National Insurance Corporation		BA DO 01/14/11	06/04/10
		Party ID: 4324810		
ITP 001	GMAC Mortgage LLC		BA DO 01/14/11	06/03/10
		Party ID: 4324129		
	Mail: C/O Howard N Bierman, Esq 4520 East West Highway Suite 200 Bethesda, MD 20814	06/03/10		06/03/10 MB
	Attorney: 0027288 Bierman, Howard N BWW Law Group LLC 4520 East West Hwy #200 Bethesda, MD 20814 (301)961-6555	Appear: 06/03/2010		06/03/10
ITP 002	DePastina, Anthony		BA DO 01/14/11	12/10/10
		Party ID: 4396767		
PRP 001	3216 E NORTHERN PARKWAY 21214 \$153,507.55		BA DO 01/14/11	04/16/10
		Party ID: 4301542		
PUR 001	GMAC Mortgage LLC		BA DO 01/14/11	05/28/10
		Party ID: 4331606		
SPU 001	Secretary Of Veterans Affairs		BA DO 01/14/11	06/18/10
		Party ID: 4332005		
TRS 001	GEESING, JACOB		BA DO 01/14/11	04/16/10
		Party ID: 4301538		

24-O-10-001394 Date: 06/30/14 Time: 11:40

Page: 3

Mail: 4520 EAST WEST HIGHWAY 04/16/10 04/16/10 YH
SUITE 200
Bethesda, MD 20814

Attorney: 0800020 Geesing, Jacob Appear: 03/29/2010 04/16/10
BWW Law Group, LLC
4520 East West Highway
Suite 200
Bethesda, MD 20814
(301)961-6555

Type Num	Name(Last,First,Mid,Title)	Addr Str/End	Pty. Disp. Addr Update	Entered
TRS 002	WARD, CARRIE M		BA DO 01/14/11	04/16/10
		Party ID: 4301539		
	Mail: 4520 EAST WEST HIGHWAY SUITE 200 Bethesda, MD 20814	04/16/10		04/16/10 YH
	Attorney: 0800020 Geesing, Jacob BWW Law Group, LLC 4520 East West Highway Suite 200 Bethesda, MD 20814 (301)961-6555	04/16/10	Appear: 03/29/2010	04/16/10
TRS 003	BIERMAN, HOWARD N		BA DO 01/14/11	04/16/10
		Party ID: 4301540		
	Mail: 4520 EAST WEST HIGHWAY SUITE 200 Bethesda, MD 20814	04/16/10		04/16/10 YH
	Attorney: 0800020 Geesing, Jacob BWW Law Group, LLC 4520 East West Highway Suite 200 Bethesda, MD 20814 (301)961-6555	04/16/10	Appear: 03/29/2010	04/16/10

CALENDAR EVENTS

24-O-10-001394 Date: 06/30/14 Time: 11:40

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Date	Time	Fac	Event Description	Text SA	Jdg Day	Of Notice	User ID
Result			ResultDt By Result Judge	Rec			

01/14/11	09:30A	329	Motion Hearing (Civil)		WMP	01 /01	01/04/11 FM
Held/Concluded			01/18/11 E W.Pierson	N			

DISPOSITION HISTORY

Disp Date	Disp Code	Description	Stage Code	Description	Activity User	Date
01/14/11	DO	Decree Or Order	BA	BEFORE ANSWER	SLV	02/14/11

JUDGE HISTORY

JUDGE ASSIGNED	Type	Assign Date	Removal RSN
TBA To Be Assigned.	J	04/16/10	

DOCUMENT TRACKING

Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID
00001000	Order to Docket Suit DEED OF TRUST & NOTE	03/29/10	04/16/10	PLT001	TBA Moot	01/14/11	YH SLV
00002000	Statement of Mortgage Debt \$153,507.55	03/29/10	04/16/10	PLT001	TBA Moot	04/16/10	YH YH
00003000	Affidavit - Non-Military	03/29/10	04/16/10	PLT001	TBA Moot	04/16/10	YH
00004000	Deed of Appointment OF SUBSTITUTE TRUSTEE	03/29/10	04/16/10	PLT001	TBA Moot	01/14/11	YH SLV
00005000	Notice OF INTENT TO FORECLOSE	03/29/10	04/16/10	PLT001	TBA Moot	01/14/11	YH SLV
00006000	Trustee's Approved Bond (\$25,000.00)	05/14/10	05/19/10	PLT001	TBA Moot	01/14/11	VB SLV
00007000	Motion to Substitute Purchaser	06/01/10	06/03/10	ITP001	LFH Granted	06/08/10	MB MB
00007001	Order of Court ORDERED, THAT THE SECRETARY OF VETERANS AFFAIRS SHALL BE, AND HEREBY SUBSTITUTED AS PURCHASER	06/08/10	06/18/10	000	TBA Moot	01/14/11	MB SLV
00007002	Copies Mailed Filed by Attorney: Jacob Geesing Esq	06/18/10	06/18/10	000	TBA Moot	01/14/11	MB SLV
00008000	Trustee's Approved Bond (Rider	05/28/10	06/04/10	PLT001	TBA Moot	01/14/11	VB SLV

24-O-10-001394 Date: 06/30/14 Time: 11:40

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\$110,000.00)

Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID
00009000	Affidavit of Service was posted on the front door of 3216 East Northern Parkway, Baltimore, Md. 21214 on 4/02/10 at 1 pm after no contact.	04/12/10	06/12/10	000	TBA Moot	01/14/11	KS SLV
00010000	Report of Sale \$110,162.50	05/28/10	06/17/10	PLT001	TBA Moot	01/14/11	MFM SLV
00011000	Notice of Report of Sale	06/17/10	06/17/10	PLT001	TBA Moot	06/17/10	MFM MFM
00012000	Affidavit of Purchaser	05/28/10	06/17/10	PLT001	TBA Moot	01/14/11	MFM SLV
00013000	Affidavit of Auctioneer	05/28/10	06/17/10	PLT001	TBA Moot	01/14/11	MFM SLV
00014000	Holder's Designation of Person to Take Title Pursuant to Rule 14-213	05/28/10	06/17/10	PLT001	TBA Moot	06/17/10	MFM
00015000	Affidavit of Notice by Mail Prior to Sale	05/28/10	06/17/10	PLT001	TBA Moot	01/14/11	MFM SLV
00016000	Certificate of Publication	07/07/10	07/09/10	000	TBA Moot	01/14/11	MB SLV
00017000	Enter The Undersigned Counsel As Attorneys For The Defendant In This Matter	07/19/10	07/21/10	000	TBA Moot	07/21/10	MB
00018000	Exceptions Of Homeowner To Foreclosure Of 3216 E Northern Parkway 21214 REQUEST FOR HEARING	07/19/10	07/21/10	DEF001	TBA Moot	07/21/10	MB MB
00018001	Substitute Trustees' Opposition To Exceptions To Sale	08/16/10	08/17/10	PLT001	TBA Moot	01/14/11	MB SLV
00019000	Defendant's Motion to Certify a Defendants' Class Against The Plaintiffs. Appoint Defendant As Class Representative And Appoint Class Counsel And Special Masters Pursuant to Maryland Rules 2-213 & 14-207.1.	10/28/10	10/29/10	DEF001	TBA Moot	01/14/11	SLV SLV
00020000	Motion To Dismiss The Pending Foreclosure Cases of the Named Defendant and Class Members.	10/28/10	10/29/10	DEF001	TBA Moot	01/14/11	SLV SLV
00020001	Response/Opposition to Motion Filed by Attorney: Phillip Robinson	12/10/10	12/13/10	DEF001	TBA Moot	01/14/11	DBJ SLV
00021000	Attorney Appearance Filed	11/12/10	11/15/10	PLT001	TBA Moot	01/14/11	SLV SLV
00022000	Consent Motion To Extend Time For Substitute Trustees/Plaintiffs To Respond To Defendant's Motions to Dismiss And to Certify A Defendants' Class	11/15/10	11/15/10	PLT001	TBA Moot	01/14/11	SLV SLV

24-O-10-001394 Date: 06/30/14 Time: 11:40

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And For Other Ancillary Relief. (Pull By 12/03/10)

Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID
00023000	Motion to Dismiss	11/22/10	11/24/10	PLT001	WMP Granted	01/14/11	MB SLV
00023001	Line to enter the appearance of the undersigned counsel (Anothy DePastina) on be Defendant Kevin Jerron Matthews.	12/10/10	12/10/10	000	TBA Moot	01/14/11	KS SLV
00023002	Response/Opposition to Motion Filed by Attorney: William J Murphy Esq	12/22/10	12/27/10	PLT001	TBA Moot	01/14/11	DBJ SLV
00023003	Order of Court ORDER DATED 01/14/11. DID NOT RECIEVE TO DOCKET UNTIL 02/14/11.	01/14/11	02/14/11	000	WMP		SLV
00023004	CONSOLIDATED MEMORANDUM ON SUPPORT OF MOTION TO DISMISS WITHOUT PREJUDICE, AND IN OPPOSITION TO ADDITIONAL RELIEF SOUGHT BY DEFENDANT'S COUNSEL Filed by Attorney: William J Murphy Esq	12/22/10	02/24/11	PLT001	TBA		DBJ
00024000	Notice Motion Hearing Sent Event: MOTN Block Date: 01/14/11 Facility: 329 PARTIES : Robinson, Phillip 520 W Fayette St Suite 410, Baltimore, MD. 21201 Bierman, Howard 4520 East West Highway Suite 200, Bethesda, MD. 20814 DePastina, Anthony . . . Geesing, Jacob 4520 East West Highway Suite 200, Bethesda, MD. 20814 Murphy, William 36 S Charles St Suite 1400, Baltimore, MD. 21201 3216 E NORTHERN PARKWAY 21214 \$153,507.55. . . . GMAC Mortgage LLC. . . . Secretary Of Veterans Affairs. . . .	12/27/10	12/27/10	000	TBA Moot	12/27/10	FM
00025000	Notice Motion Hearing Sent Event: MOTN Block Date: 01/14/11 Facility: 329 PARTIES : Robinson, Phillip 520 W Fayette St Suite 410, Baltimore, MD. 21201 Bierman, Howard 4520 East West Highway Suite 200, Bethesda, MD. 20814 DePastina, Anthony . . . Geesing, Jacob 4520 East West Highway Suite 200, Bethesda, MD. 20814 Murphy, William 36 S Charles St Suite 1400, Baltimore, MD. 21201 3216 E NORTHERN PARKWAY 21214 \$153,507.55. . . . GMAC Mortgage LLC. . . . Secretary Of Veterans Affairs. . . .	01/04/11	01/04/11	000	TBA Moot	01/04/11	KFS

24-O-10-001394 Date: 06/30/14 Time: 11:40 Page: 7

Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID
00026000	Supplemental Exceptions Of Homeowner To Foreclosure Of 3216 E Northern Parkway BALTIMORE MD 21214	01/10/11	01/13/11	DEF001	TBA Moot	01/13/11	MB
00027000	Open Court Proceeding 01/14/11 Case heard in before the Honorable Judge Pierson. Pierson,Judge 01/14/11 Plaintiffs Motion to dismiss without Prejudice is heard and hereby"Granted".Order filed. Pierson,Judge 01/14/11 Judgement in favor of defendant for costs.Order filed. Pierson,Judge	01/14/11	01/14/11	000	TBA Moot	01/14/11	TH SLV

TICKLE

Code	Tickle Name	Status	Expires	#Days	AutoExpire	GoAhead	From	Type	Num	Seq
30DT	Thirty Days Tickle/S	CLOSED	07/17/10	30	yes	no	U385	F	11	000
TRIG	User Tickle	CLOSED	07/19/10	0	no	no	DCPB	D	0	000

PUBLIC NOTE TITLES

- 1) 8/17 Red card check-in confirmation to Rm. 232
- 2) CLERK'S NOTES
- 3) Clerk Notes 12/07/10
- 4) CLERK'S NOTES 02/14/11
- 5) clerk's note

CASE FOLDER HISTORY

Date	Time	Type	User	Location	Clerk	Reason
04/29/11	4:23 PM	CheckIn		Civil Records, Room 409 East	CHH	
04/29/11	4:23 PM	CheckIn		Civil Records, Room 409 East	CHH	
04/26/11	12:27 PM	Transfer	FR1	Room 409 Courthouse East	MB	
04/26/11	12:27 PM	Transfer	MB	Civil Div., Room 460 East	MB	
04/26/11	12:17 PM	CheckOut	MB	Civil Div., Room 460 East	ADH	

I, Frank M. Conway, Clerk of the Circuit Court for Baltimore City, hereby certify that this is a true copy from the record in this court.
Witness the hand and act of the undersigned.
this 30th day of June 2014

Frank M. Conway

Circuit Court for Baltimore City, Maryland



I, Mark M. Conaway, Clerk of the Circuit Court
for Baltimore City, hereby certify that this is
a true copy from the record in this court.
Witness the hand and seal of the undersigned
this 28th day of _____, 2014.



Circuit Court for Baltimore City, Maryland



Exhibit 11

CIRCUIT COURT FOR BALTIMORE CITY
Frank M. Conaway
Clerk of the Circuit Court
Courthouse East
111 North Calvert Street
Room 462
Baltimore, MD 21202-
(410)-333-3745, TTY for Deaf: (410)-333-4389

06/30/14

Case Number: 24-O-12-000286 FC
Date Filed: 02/10/2012
Status: Open/Active
Judge Assigned: To Be Assigned,
Location :
CTS Start : 02/10/12 Target : 08/08/13

Laura H G O'Sullivan vs Kevin Jerron Matthews

C A S E H I S T O R Y

OTHER REFERENCE NUMBERS

Description	Number
Administrative Agency	12-16619
Case Folder ID	012000286V05

INVOLVED PARTIES

Type Num	Name(Last,First,Mid,Title)	Addr Str/End	Pty. Disp. Addr Update	Entered
PLT 001	O'Sullivan, Laura H G	Party ID: 4576642		02/17/12
	Mail: 312 Marshall Avenue Suite 800 Laurel, MD 20707	02/17/12		02/17/12 MB
	Attorney: 0815149 Brady, Erin M McCabe, Weisberg & Conway, LLC 312 Marshall Ave #800 Laurel, MD 20707 (301)490-3361	Appear: 02/17/2012		02/17/12
DEF 001	Matthews (Counter-Plaintiff), Kevin Jerron	Party ID: 4576652		02/17/12

24-O-12-000286 Date: 06/30/14 Time: 11:11 Page: 2

Capacity : Counter Plaintiff/Defendant
Mail: 3216 East Northern Parkway 02/17/12 02/17/12 MB
Baltimore, MD 21214

Mail: C/O Phillip R Bobinson Esq. 03/19/12 03/19/12 SLV
5500 Bukeystown Pike
Frederick, MD 21703

Attorney: 0816826 Robinson, Phillip Appear: 03/16/2012 03/19/12
Consumer Law Center LLC
8737 Colesville Road,
Ste 307
Silver Spring, MD 20910
(301)637-6270

Type Num	Name(Last,First,Mid,Title)	Addr Str/End	Pty. Disp. Addr Update	Entered
DEF 002	GMAC Mortgage LLC		DS DS 10/24/12	03/16/12
		Party ID: 4589410		
	Capacity : Counter Defendant			
Mail:	7 St. Paul Street, Suite 1660	03/19/12		03/19/12 SLV
	Baltimore, MD 21202			
	Serve On: CSC-Lawyers Incorporating Service Co., Resident Agent			
Attorney:	0800864 Frechtel, Eric A	Appear: 04/25/2012		04/26/12
	Bradley Arant Boulton Cummings LLP			
	1615 L Street,N.W.			
	Suite 1350			
	Washington, DC 20036			
	(202)393-7150			
DEF 003	Ward, Carrie			03/16/12
		Party ID: 4589414		
	Capacity : Counter-Defendant)			
Mail:	4520 East West Highway, Suite 200	03/19/12		03/19/12 SLV
	Bethesda, MD 20814			
Attorney:	0804680 Schraub, J Jonathan	Appear: 07/27/2012		07/30/12
	1481 Chain Bridge Road			
	Suite 200			
	McLean, VA 22101			
	(703)893-3600			
DEF 004	Stephan, Jeffrey			03/16/12
		Party ID: 4589416		
	Capacity : Counter-Defendant			
Mail:	42 Lenape Drive	03/19/12		03/19/12 SLV
	Sellersville, PA 18960-1568			

24-O-12-000286 Date: 06/30/14 Time: 11:11 Page: 3

Attorney: 0811205 Simanowith, Mark A
Saul Ewing LLP
500 East Pratt Street
8th Floor
Baltimore, MD 21201
(410)332-8600

Appear: 05/23/2012

05/25/12

Type Num	Name(Last,First,Mid,Title)	Addr Str/End	Pty. Disp. Addr Update	Entered
ITP	001 USAA Federal Savings Bank			10/24/12
		Party ID: 4676469		
	Capacity : Counter Defendant			
Mail:	9800 Fredericksburg Road	10/25/12		10/25/12 SLV
	San Antonio, TX 78288			
	Serve On: Josue "Joe" Robles, President & Chief, Executive Officer			
PRP	001 3216 E Northern Pkwy 21214 \$176,680.51			02/17/12
		Party ID: 4576658		
TRS	001 Curran, Deborah K			02/17/12
		Party ID: 4576643		
	Attorney: 0815149 Brady, Erin M	Appear: 02/17/2012		02/17/12
	McCabe, Weisberg & Conway, LLC			
	312 Marshall Ave #800			
	Laurel, MD 20707			
	(301)490-3361			
TRS	002 Brady, Erin M			02/17/12
		Party ID: 4576644		
	Attorney: 0815149 Brady, Erin M	Appear: 02/17/2012		02/17/12
	McCabe, Weisberg & Conway, LLC			
	312 Marshall Ave #800			
	Laurel, MD 20707			
	(301)490-3361			
TRS	003 Theologou, Diana C			02/17/12
		Party ID: 4576645		
	Attorney: 0815149 Brady, Erin M	Appear: 02/17/2012		02/17/12
	McCabe, Weisberg & Conway, LLC			
	312 Marshall Ave #800			
	Laurel, MD 20707			
	(301)490-3361			
TRS	004 Latta, Laura L			02/17/12
		Party ID: 4576646		
	Attorney: 0815149 Brady, Erin M	Appear: 02/17/2012		02/17/12
	McCabe, Weisberg & Conway, LLC			

24-O-12-000286 Date: 06/30/14 Time: 11:11 Page: 4

312 Marshall Ave #800
Laurel, MD 20707
(301)490-3361

Type Num	Name(Last,First,Mid,Title)	Addr Str/End	Pty. Disp. Addr Update	Entered
TRS 005	Elefant, Jonathan			02/17/12
		Party ID: 4576647		
	Attorney: 0815149 Brady, Erin M McCabe, Weisberg & Conway, LLC 312 Marshall Ave #800 Laurel, MD 20707 (301)490-3361	Appear: 02/17/2012		02/17/12
TRS 006	Peightel, Anne L			02/17/12
		Party ID: 4576649		
	Attorney: 0815149 Brady, Erin M McCabe, Weisberg & Conway, LLC 312 Marshall Ave #800 Laurel, MD 20707 (301)490-3361	Appear: 02/17/2012		02/17/12
TRS 007	O'Sullivan, Laura H G			02/17/12
		Party ID: 4576650		
	Attorney: 0815149 Brady, Erin M McCabe, Weisberg & Conway, LLC 312 Marshall Ave #800 Laurel, MD 20707 (301)490-3361	Appear: 02/17/2012		02/17/12

CALENDAR EVENTS

Date	Time	Fac	Event Description	Text SA	Jdg Day	Of Notice	User ID
Result			ResultDt By Result Judge	Rec			
07/30/12	10:30A	228	Motion Hearing (Civil)	Y	MPW	01 /01	07/20/12 ST ST
	Cancelled/Vacated		10/17/12 C				
08/06/12	10:30A	228	Motion Hearing (Civil)	Y	MPW	01 /01	07/30/12 EC ST
	Cancelled/Vacated		10/17/12 C				
04/19/13	02:00P	451	Motion Hearing (Civil)	Y	YAT	01 /01	04/09/13 ST KFS

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Date	Time	Fac	Event Description	Text SA	Jdg Day	Of Notice	User ID
Result			ResultDt By Result Judge	Rec			

02/25/14	09:30A	438	Hearing	Y	YAT	01 /01	02/12/14 EC TLW
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JUDGE HISTORY

JUDGE ASSIGNED	Type	Assign Date	Removal	RSN
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TBA To Be Assigned.	J	02/17/12		
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DOCUMENT TRACKING

Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID
00001000	Order to Docket Suit DEED OF TRUST AND NOTE	02/10/12	02/17/12	PLT001	TBA		MB MB
00001001	Counter Complaint & Jury Demand With Request For A Jury Trial.	03/19/12	03/19/12	DEF001	TBA		SLV
00001002	Line-Request For Summons	03/16/12	03/19/12	DEF001	TBA		SLV
00002000	Preliminary Loss Mitigation Analysis	02/10/12	02/17/12	PLT001	TBA Moot	02/17/12	MB
00003000	Statement of Mortgage Debt \$176,680.51	02/10/12	02/17/12	PLT001	TBA		MB
00004000	Affidavit - Non-Military	02/10/12	02/17/12	PLT001	TBA		MB
00005000	Deed of Appointment of Substitute Trustees	02/10/12	02/17/12	PLT001	TBA		MB
00006000	Affidavit of Ownership (GMAC Mortgage LLC)	02/10/12	02/17/12	PLT001	TBA		MB
00007000	Affidavit Of Mailing Of notice Of Intent To Foreclose Pursuant To Real Prop. Art. 7-105.1(c)and Prop. Art. 7-105.1(d)(ii)(2)	02/10/12	02/17/12	PLT001	TBA		MB
00008000	Assignment Of Deed Of Trust	02/10/12	02/17/12	PLT001	TBA Moot	02/17/12	MB
00009000	Line to File Foreclosure Documents	03/01/12	03/02/12	000	TBA Moot	03/02/12	RM
00010000	Affidavit of Mailing Notice to Occupants of Foreclosure Action	03/02/12	03/02/12	000	TBA		RM

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Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID
00011000	Affidavit of Service Suitable age/suitably served on Jody Williams on 2/21/12 at 7:10 p.m. (3216 East Northern Parkway)	03/01/12	03/02/12	000	TBA		RM
00012000	Affidavit of Service Served on Erica Evans on 2/22/12 at 12:08 p.m. (520 West Fayette Street).	03/01/12	03/02/12	000	TBA		RM
00013000	Line-Entry of Appearance	03/16/12	03/21/12	DEF001	TBA Moot	03/21/12	SLV
00014000	Final Loss Mitigation Analysis	03/23/12	03/26/12	PLT001	TBA Moot	03/26/12	LGC
00015000	Motion/Request for Foreclosure Mediation Filed by Attorney: Phillip Robinson Esq LENDER: ERIN M BRADY ESQ	04/20/12	04/20/12	DEF001	TBA		DBJ DBJ
00016000	Consent Motion to Extend Time For the Carrie Ward to File Responsive Pleadings	04/24/12	04/25/12	000	WMP Granted	05/08/12	DBJ DBJ
00016001	ORDERED THAT COUNTER-DEFENDANT CARRIE WARD SHALL FILE HER RESPONSIVE PLEADINGS TO COUNTER-PLAINTIFF KEVIN J. MATTHEWS COUNTER-COMPLAINT ON OR BEFORE JUNE 15, 2012. (PIERSON, J)	05/08/12	05/09/12	000	TBA		DBJ
00016002	Copies Mailed	05/08/12	05/09/12	000	TBA		DBJ
00017000	CARRIE WARD'S MOTION TO SEVER COUNTERPLAINTIFF'S COUNTERCLAIM FROM THE MAIN ACTION	04/24/12	04/25/12	000	TBA		DBJ DBJ
00017001	Opposition To Counter Defendant Carrie Ward's Motion To Sever Counter Plaintiff' COUNTER CLAIM FROM THE MAIN ACTION & REQUEST FOR HEARING	05/11/12	05/15/12	DEF001	TBA		MB
00018000	GMAC Mortgage LLC Motion to Dismiss (Pull Date 05/16/12) Filed by Attorney: Erin M Brady Esq	04/26/12	04/26/12	DEF002	TBA		SLV
00018001	Request for Hearing on Selected Motion	04/25/12	04/26/12	DEF002	TBA		SLV
00019000	MOTION TO EXTEND TIME FOR COUNTER PLAINTIFF KEVIN MATTHEWS TO FILE HIS RESPONSE TO COUNTER DEFENDANT GMAC MORTGAGE LLC'S MOTION TO DISMISS.	05/14/12	05/16/12	DEF001	MPW Granted	07/30/12	SLV MB
00019001	Response/Opposition to Motion GMAC'S RESPONSE TO COUNTER-PLAINTIFF'S MOTION TO EXTEND TIME TO FILE ARESPONSE TO MOTION TO DISMISS AND SUGGESTION OF BANKRUPTCY.	05/29/12	05/30/12	DEF002	TBA		SLV
00019002	Order of Court ORDERED THAT THE MOTION BE, AND HEREBY IS, GRANTED, AND DEFENDANT/COUNTER-PLAINTIFF SHALL HAVE 30 DAYS FROM THE DATE OF THIS ORDER WITHING WHICH TO FILE A RESPONSE. JUDGE MARTIN P WELCH	07/30/12	07/31/12	000	TBA		MB

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Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID
00019003	Copies Mailed Filed by Attorney: Erin M Brady Esq, Mark A Simanowith Esq, J Jonathan Schraub Esq, Eric A Frechtel Esq, Phillip Robinson Esq	07/31/12	07/31/12	DEF002	TBA		MB
00020000	Counter Defendant Jeffrey Stephan's Motion to Dismiss (Pull Date 06/22/12)	05/25/12	05/25/12	DEF004	MPW Granted	07/31/12	SLV MB
00020001	Memorandum in Support of Motion Memorandum In Support Of Counter Defendant Jeffrey Stephan's Motion to Dismiss.	05/23/12	05/25/12	DEF004	TBA		SLV SLV
00020002	Request for Hearing on Selected Motion Counter Defendant Jeffrey Stephan's Request For Hearing.	05/23/12	05/25/12	DEF004	TBA		SLV
00020003	DEFENDANT/COUNTER PLAINTIFF'S OPPOSITION TO COUNTER DEFENDANT JEFFREY STEPHAN'S MOTION TO DISMISS Filed by Attorney: Phillip Robinson Esq	06/11/12	06/12/12	DEF001	TBA		DBJ
00020004	REPLY MEMORANDUM IN FURTHER SUPPORT OF COUNTER DEFENDANT JEFFREY STEPHAN'S MOTION TO DISMISS	07/06/12	07/10/12	000	TBA		DBJ
00020005	Order of Court UPON CONSIDERATION OF DEFENDANT/COUNTER-PLAINTIFF'S ORAL MOTION TO EXTEND TIME TO RESPN TO COUNTER-DEFENDANT STEPHAN'S MOTION TO DISMISS (PAPER NO. 20000)) ORDERED THAT THE MOTION BE, AND HEREBY IS, GRANTED, AND DEFENDANT/COUNTER-PLAINTIFF SHALL HAVE 30 DAYS FROM THE DATE OF THIS ORDER WITHIN WHICH TO FILE A RESPONSE FOR THE ISSUES NOT ADDRESSED IN THE PREVIOUSLY SUBMITTED REPLY (THOSE ISSUES NOT PERTAINING TO COURT'S PERSONAL JURISDICTION OVER COUNTER-DEFENDANT STEPHAN) JUDGE MARTIN P WELCH	07/31/12	08/01/12	000	TBA		MB
00020006	Copies Mailed Filed by DEF004-Stephan, DEF003-Ward, DEF001-Matthews (Counter-Plaintiff) Filed by Attorney: Erin M Brady Esq, Mark A Simanowith Esq, J Jonathan Schraub Esq, Eric A Frechtel Esq, Phillip Robinson Esq	08/01/12	08/01/12	DEF004	TBA		MB
00021000	CARRIE WARD'S MOTION TO DISMISS PULL DATE 7/5/12	06/14/12	06/15/12	000	MPW Granted	07/30/12	DBJ MB
00021001	MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF CARRIE WARD'S MOTION TO DISMISS	06/14/12	06/15/12	000	TBA		DBJ
00021002	Order of Court UPON CONSIDERATION OF DEFENDANT/COUNTER-PLAINTIFF'S ORAL MOTION TO EXTEND TIME TO RESPON TO COUNTER-DEFENDANT WARD'S MOTION TO DISMISS (PAPER NO. 21000)	07/30/12	08/01/12	000	TBA		MB

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ORDERED THAT THE MOTION BE, AND HEREBY IS, GRANTED, AND
DEFENDANT/COUNTER-PLAINTIFF SHALL HAVE 30 DAYS FROM THE DATE OF
THIS ORDER WITHIN WHICH TO FILE A RESPONSE. JUDGE MARTIN P WELCH

Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID
00021003	Copies Mailed Filed by DEF004-Stephan, DEF003-Ward, DEF002-GMAC Mortgage LLC, DEF001-Matthews (Counter-Plaintiff) Filed by Attorney: Erin M Brady Esq,Mark A Simanowith Esq,J Jonathan Schraub Esq,Eric A Frechtel Esq,Phillip Robinson Esq	08/01/12	08/01/12	DEF004	TBA		MB
00022000	MOTION FOR DIRECTION CONCERNING THE AUTOMATIC STAY AS TO COUNTER DEFENDANTS CARRIE WARD AND JEFFREY STEPHAN AND POTENTIAL OTHER PARTIES BY AMENDMNET & REQUEST FOR A HEARING AS TO THOSE COUNTER DEFENDANTS ONLY (PULL DATE 7/17/12 Filed by Attorney: Phillip Robinson Esq	06/26/12	06/27/12	DEF001	MPW Granted	07/30/12	OBJ MB
00022001	COUNTER DEFENDANT JEFFREY STEPHAN'S RESPONSE TO COUNTER PLAINTIFF'S MOTION FOR DIRECTION CONCERNING THE AUTOMATIC STAY AS TO COUNTER DEFENDANTS CARRIE WARD AND JEFFREY STEPHAN AND POTENTIAL OTHER PARTIES BY AMENDMENT Filed by Attorney: Mark A Simanowith Esq	07/13/12	07/16/12	DEF004	TBA		OBJ
00022002	Order of Court ORDERED THAT THE COUNTER-DEFENDANTS HAVE A RIGHT TO PROCEED WITH THEIR MOTIONS TO DISMISS AND MOTION TO SEVER. JUDGE MARTIN P WELCH	07/30/12	07/31/12	000	TBA		MB
00022003	Copies Mailed Filed by Attorney: Erin M Brady Esq,Mark A Simanowith Esq,J Jonathan Schraub Esq,Eric A Frechtel Esq,Phillip Robinson Esq	07/31/12	07/31/12	DEF004	TBA		MB
00023000	Motion For Extension For Counter Plaintiff To Respond to Defendants GMAC's &	06/27/12	06/27/12	000	TBA		SLV MB
00024000	Notice Motion Hearing Sent Event: MOTN Block Date: 07/30/12 Facility: 228 PARTIES : Robinson, Phillip 5500 Buckeystown Pike , Frederick, MD. 21703 Frechtel, Eric 1615 L Street,N.W. Suite 1350, Washington, DC, 20036 Ward, Carrie 4520 East West Highway, Suite 200 , Bethesda, MD, 20814 Simanowith, Mark 500 East Pratt Street 8th Floor, Baltimore, MD, 21201 Brady, Erin 312 Marshall Avenue Suite 800, Laurel, MD, 20707	07/20/12	07/20/12	000	TBA Moot	07/20/12	ST
00025000	Foreclosure Mediation Extended (Beyond 30 days to 10/9/12)	07/19/12	07/23/12	000	TBA Moot	07/23/12	WJ

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Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID
00026000	Notice of Filing Bankruptcy	07/25/12	07/26/12	PLT001	TBA Moot	07/26/12	VB VB
00027000	Foreclosure Mediation Extended THE MEDIATOR FILES THE FOLLOWING REPORT OF THE MEDIATION PROCEEDING: BY AGREEMENT OF THE PARTIES, THE TIME FOR MEDIATION WAS EXTENDED BEYOND 30 DAYS TO 10/9/12 FORECLOSURE MEDIATION DATE: 7/19/12 MEDIATOR: MARY R CRAIG	07/27/12	07/27/12	000	TBA Moot	07/27/12	DBJ DBJ
00028000	Notice Motion Hearing Sent Event: MOTN Block Date: 08/06/12 Facility: 228 PARTIES : Robinson, Phillip 5500 Buckeystown Pike , Frederick, MD, 21703 Frechtel, Eric 1615 L Street,N.W. Suite 1350, Washington, DC, 20036 Ward, Carrie 4520 East West Highway, Suite 200 , Bethesda, MD, 20814 Simanowith, Mark 500 East Pratt Street 8th Floor, Baltimore, MD, 21201 Brady, Erin 312 Marshall Avenue Suite 800, Laurel, MD, 20707	07/30/12	07/30/12	000	TBA Moot	07/30/12	EC
00029000	Attorney Appearance Filed	07/27/12	07/30/12	000	TBA		DBJ
00030000	Defendant/Counter Plaintiff Kevin J Matthews' Supplemental Memorandum Of Law In OPPOSITION TO COUNTER DEFENDANT JEFFERY STEPHAN'S MOTION TO DISMISS (DOC. 20)	08/01/12	08/02/12	DEF001	TBA		MB
00030001	Counder Defendant Jeffrey Stephan's Reply Memorandum To Defendant/Counter PLAINTIFF KEVIN J MATTHEW'S SUPPLEMENTAL MEMORANDUM OF LAW IN OPPOSITION TO COUNTER DEFENDANT JEFFREY STEPHAN'S MOTION TO DISMISS	08/02/12	08/03/12	DEF004	TBA		MB
00030002	DEFENDANT/COUNTER PLAINTIFF KEVIN J MATTHEWS COMBINED OPPOSITION TO COUNTER DEFENDANTS GMAC MORTGAGE LLC, CARRIE WARDSS AND JEFFDREY STEPHAN'S MOTIONS TO DISMISS THE COUNTER PLAINTIFFS COUNTER COMPLAINT (DOCS 15.20.21)	08/29/12	09/07/12	000	TBA		DBJ
00031000	Amended Order to Docket Suit	07/31/12	08/02/12	PLT001	TBA		LGC
00032000	ORDERED THAT THIRD-PARTY DEFENDANT'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION IS HEREBY DENIED WITH PREJUDICE. THE OTHER ISSUES RAISED BY THIRD-PARTY DEFENDANT STEPHAN ARE TO BE ADDRESSED. ALONG WITH THOSE OF THE OTHER THIRD-PARTY AND COUNTER DEFENDANTS. (WELCH, J)	08/07/12	08/09/12	000	TBA		DBJ MB
00033000	Defendant/Counter Plaintiff's Motion to Dismiss And Strike Plaintiffs' Amended	08/10/12	08/14/12	DEF001	WMP Denied	03/04/13	MB DBJ

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ORDER TO DOCKET AND ORIGINAL ORDER TO DOCKET

Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID
00033001	SUBSTITUTE TRUSTEES RESPONSE TO DEFENDANT'S MOTION TO DISMISS AND STRIKE PLAINTIFFS AMENDED ORDER TO DOCKET AND ORIGINAL ORDER TO DOCKET Filed by Attorney: Erin M Brady Esq	08/24/12	08/27/12	PLT001	TBA		DBJ
00033002	REPLY MEMORANDUM IN SUPPORT OF CARRIE WARDS MOTION TO DISMISS Filed by Attorney: J Jonathan Schraub Esq Filed by Attorney: J Jonathan Schraub Esq	09/07/12	09/11/12	DEF003	TBA		DBJ
00033003	Reply Memorandum In Support Of GMAC Mortgage, LLC'S Motion To Dismiss	09/18/12	09/20/12	DEF002	TBA		MB
00033004	Counter Defendant Jeffrey Stephan's Reply Memorandum in Further Support of Motion to Dismiss.	09/20/12	09/21/12	PLT001	TBA		SLV
00033005	Ordered the motion is not under oath or supported by an affidavit Md Rule 14-211 (a)(3)(A). The motion fails to provide a factual and legal basis of a defense that the movant has to the validity of the lien or lien instrument or the right of the plaintiff to foreclose. Md Rule 14-211 (a)(3)(B) and 14-211(b)(1)(C). Movant argues that an order to docket may not be amended because it is not a pleading. However, in accordance with Maryland Rule 14-207, an order to docket is a pleading. (Pierson, J)	03/04/13	03/05/13	000	TBA		DBJ
00033006	Copies Mailed	03/04/13	03/05/13	000	TBA		DBJ
00034000	NOTICE OF DISMISSAL WITOUT PREJUDICE OF COUNT 1 ONLY OF COUNTER PLAINTIFF'S COUNTER COMPLAINT & NOTICE THAT COUNTER PLAINTIFF HAS ASKED THE U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK TO LIFT THE AUTOMATIC STAY RELATED TO THIS ACTION	09/04/12	09/05/12	000	TBA		DBJ
00035000	Foreclosure Mediation Concluded Agreement Not Reached (Failed) THE MEDIATOR FILES THE FOLLOWING REPORT OF THE MEDIATION PROCEEDING: THE PARTIES PARTICIPATED IN THE MEDIATION BUT NO AGREEMENT WAS REACHED. FORECLOSURE MEDIATION DATE: 7/19/12 & 10/9/12 MEDIATOR: ALJ MARY R CRAIG	10/10/12	10/10/12	000	TBA Moot	10/10/12	DBJ DBJ
00036000	Line Request For Writ of Summons	10/24/12	10/25/12	DEF001	TBA Moot	10/25/12	SLV
00037000	Order Lifting Bankruptcy Stay (11-12020(MG))	10/24/12	10/25/12	000	TBA Moot	10/25/12	VB
00038000	NOTICE OF DISMISSAL WITHOUT PREJUDICE AS	10/24/12	10/25/12	000	TBA		DBJ

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TO COUNTER DEFENDANT GMAC MORTGAGE LLC
ONLY

Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID
00039000	Defendant' Rule 14-211 Renewed Motion to Dismiss, Or In The Alternative Motion TO STAY FORECLOSURE PROCEEDINGS PENDING RESOLUTION OF LEGAL QUESTIONS & REQUEST FOR JURY TRIAL SET FORTH IN HIS COUNTER COMPLAINT PENDING BEFORE THIS COURT & REQUEST FOR HEARING	10/26/12	10/26/12	000	WMP Denied	03/04/13	MB DBJ
00039001	Ordered that the defendant argues that a Notice of Intent to Foreclose should identify all secured parties and that, although the failure to identify all parties is not a basis for dismissing a foreclosure action in all cases such a dismissal is required here pursuant to Shepherd v Burson 427 Md 541 (2012). See Original Order etc.....(Pierson, J)	03/04/13	03/05/13	000	TBA		DBJ
00039002	Copies Mailed	03/04/13	03/05/13	000	TBA		DBJ
00040000	Amended Counter Complaint & Jury Demand	10/24/12	10/26/12	DEF001	TBA Moot	10/26/12	MB
00041000	Joint Stipulation to Extend Time for Counter Defendant Jeffrey Stephan To Respond To counter plaintiff Kevin J. Matthews' Amended Counterclaim.	11/13/12	11/14/12	PLT001	TBA		SLV SLV
00042000	Motion to Dismiss the amended counter complaint	11/13/12	11/14/12	DEF003	YAT Granted	10/23/13	JH MB
00042001	PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANT'S MOTION TO DISMISS OR STAY FORECLOSURE	11/19/12	12/12/12	000	TBA		DBJ
00042002	Order of Court UPON CONSIDERATION OF THE COUNTER-DEFENDANT CARRIE WARD'S MOTION TO DISMISS DEFENDANT KEVIN MATTHEWS' AMENDED COUNTER-COMPLAINT AND THE OPPOSITION THERETO AND THE COUNTER-DEFENDANT JEFFREY STEPHAN'S MOTION TO DISMISS DEFENDANT KEVIN MATTHEWS' AMENDED COUNTER-COMPLAINT AND THE OPPOSITION THERETO AND A CONSIDERATION OF THE ARGUMENTS OF COUNSEL MADE ON THE RECORD ON APRIL 19, 2013 FOUND THAT THE AMENDED COUNTER-COMPLAINT RAISES CLAIMS AGAINST THREE COUNTER DEFENDANTS WHO ARE NOT PARTIES TO THE ORIGINAL ACTION BETWEEN THE PLAINTIFF AND THE DEFENDANT, AND IT IS FURTHER FOUND THAT NONE OF THE CLAIMS RAISED IN THE AMENDED COUNTER-COMPLAINT NEGATE OR DEFEAT THE CLAIMS RAISED BY THE PLAINTIFF AGAINST THE DEFENDANT IN THE ORIGINAL ACTION. SEE, BILLMAN V STATE OF MARYLAND DEPOSIT INSURANCE FUND CORPORATION, 88 MD. APP. 79, 95 (1989) AND IT IS FURTHER ORDERED THAT COUNTER-DEFENDANT CARRIE WARD'S MOTION TO DISMISS IS	10/23/13	10/30/13	000	TBA		MB

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GRANTED, AND IT IS FURTHER
ORDERED THAT COUNTER-DEFENDANT JEFFREY STEPHAN'S MOTION TO DISMISS
IS GRANTED, AND IT IS FURTHER
ORDERED THAT COUNTER-DEFENDANT JEFFREY STEPHAN'S MOTION TO
DISMISS IS GRANTED. JUDGE YOLAND A TANNER

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00042003	Copies Mailed	10/30/13	10/30/13	000	TBA		MB
00042004	ERROR	12/10/13	12/17/13	DEF004	TBA		MB MFM
00043000	Joint Stipulation to Extend Time For Plaintiffs' Response	11/15/12	11/16/12	PLT001	TBA		SLV SLV
00043001	DEFENDANT/COUNTER PLAINTIFF KEVIN J MATTHEWS OPPOSITION TO COUNTER DEFENDANT CARRIE WARD'S MOTION TO DISMISS THE AMENDED COUNTER COMPLAINT & DEFENDANT/COUNTER PLAINTIFF KEVIN J MATTHEWS CROSS MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST CARRIE WARD'S MOTION TO DISMISS REQUEST FOR HEARING	12/04/12	12/04/12	000	TBA		DBJ
00043002	Order of Court UPON CONSIDERATION OF THE COUNTER-PLAINTIFF'S MOTION FOR PATIAL SUMMARY JUDGEMENT WITH RESPECT TO CLAIMS AGAINST COUNTER-DEFENDANT CARRIE WARD, AND THE COUNTER-PLAINTIFF'S MOTION FOR PATIAL SUMMARY JUDGMENT WITH RESPECT TO CLAIMS AGAINST COUNTER-DEFENDANT JEFFREY STEPHAN, THE ARGUMENTS MADE ON THE RECORD ON APRIL 19TH, 2013, AND THE ENTIRE RECORD ORDERED THAT THE MOTION FOR PATIAL SUMMARY JUDGMENT IS DENIED AS MOOT IN LIGHT OF THE COURT'S DISMISSAL OF THE COUNTER-COMPLAINT AS TO DEFENDANT CARRIE WARD, AND IT IS FURTHER ORDERED THAT THE MOTION FOR PARTIAL SUMMARY JUDGEMENT IS DENIED AS MOOT IN LIGHT OF THE COURT'S DISMISSAL OF THE COUNTER-COMPAINT AS TO DEFENDANT JEFFREY STEPHAN. JUDGE YOLANDA TANNER	10/23/13	10/30/13	000	YAT Denied	10/23/13	MB
00043003	Copies Mailed	10/30/13	10/30/13	000	TBA		MB
00044000	Motion to Dismiss or stay foreclosure	11/19/12	11/20/12	PLT001	TBA		JH
00045000	Motion to Dismiss amended counter complaint with request for hearing	11/27/12	11/27/12	DEF004	TBA		JH
00046000	ERROR	12/05/12	12/07/12	000	TBA		RM MFM
00047000	DEFENDANT/COUNTER PLAINTIFF KEVIN J MATTHEWS MOTION TO CORRECT MISNOMER & RELATED DOCKET ENTRY	12/06/12	12/11/12	000	TBA		DBJ DBJ
00048000	COUNTER DEFENDANT JEFFREY STEPHAN'S MOTION TO DISMISS AMENDED COUNTER COMPLAINT WITH REQUEST FOR HEARING	11/26/12	12/12/12	000	TBA		DBJ

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Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID
00048001	DEFENDANT/COUNTER PLAINTIFF KEVIN J MATTHEWS OPPOSITION TO COUNTER DEFENDANT JEFFREY D STEPHAN'S MOTION TO DISMISS THE AMENDED COUNTER COMPLAINT (DOC 43) & DEFENDANT/COUNTER PLAINTIFF KEVIN J MATTHEWS CROSS MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST JEFFREY STEPHAN & REQUEST FOR HEARING	12/14/12	12/17/12	000	TBA		DBJ
00048002	MEMORANDUM OF POINTS AND AUTHORITIES OF THIRD PARTY DEFENDANT CARRIE WARD IN OPPOSITION TO MATTHEWS MOTION FOR PARTIAL SUMMARY JUDGMENT AND IN FURTHER SUPPORT OF WARD'S MOTION TO DISMISS	12/14/12	12/17/12	000	TBA		DBJ
00048003	OPPOSITION TO DEFENDANT/COUNTER PLAINTIFF KEVIN J MATTHEWS MOTION FOR PARTIAL SUMMARY JUDGMENT AND MEMORANDUM IN FURTHER SUPPORT OF COUNTER DEFENDANT JEFFREY STEPHAN'S MOTION TO DISMISS AMENDED COUNTER COMPLAINT	01/09/13	01/11/13	000	TBA		DBJ
00048004	ANSWER TO AMENDED COUNTER COMPLAINT	04/10/13	04/15/13	ITP001	TBA		SLV
00049000	Motion for Sanctions Against the Trustees for Violation of Confidential Mediation Communications (pull date 2/1/13) Filed by Attorney: Phillip Robinson Esq Filed by Attorney: Phillip Robinson Esq	01/11/13	01/14/13	DEF001	YAT Denied	10/23/13	DBJ MB
00049001	Plaintiffs Response to Defendant's Motion for Sanctions Against the Trustees For Violation of Confidential Mediation Communications	02/06/13	02/07/13	000	TBA		DBJ
00049002	Order of Court UPON CONSIDRATION OF THE DEFENDANT KEVIN JERRON MATTHEWS' MOTION FOR SANCTIONS FOR VIOLATIONS AND THE ARGUMENTS MADE ON THE RECORD AT THE HEARING ON APRIL 19TH, 2013 FOUND THAT THE DEFENDANT SEEKS TO HAVE THE COMPLAINT DISMISSED AS A SANCTION FOR A ALLEGED VIOLATION OF CONFIDENTIALITY IN COMMUNICATIONS IN MEDIATION, AND IT IS FURTHER FOUND THAT THERE IS NO SHOWING OF HARM TO THE DEFENDANT AS A RESULT OF THE ALLEGED VIOLATION, AND IT IS FURTHER ORDERED THAT THE MOTION FOR SANCTIONS IS DENIED. JUDGE YOLANDA TANNER	10/23/13	10/30/13	000	TBA		MB
00049003	Copies Mailed	10/30/13	10/30/13	000	TBA		MB
00050000	Affidavit of Service of Process Upon Counter Defendant USSA	01/16/13	02/11/13	PLT001	TBA		VB VB
00051000	Affidavit of Reservice of Process Upon Counter Defendant USSA	01/16/13	02/11/13	PLT001	TBA		VB
00052000	Counter Plaintiffs Rule 2-613 Request	02/07/13	02/12/13	DEF001	TBA Moot	02/12/13	SLV SLV

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for Immediate Entry of Default Against
Counter Defendant USAA Federal Savings Bank("USAA").

Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID
00053000	Notice Motion Hearing Sent Event: MOTN Block Date: 04/19/13 Facility: 404B PARTIES : Robinson, Phillip 5500 Buckeystown Pike , Frederick, MD, 21703 Schraub, J 1481 Chain Bridge Road Suite 200, McLean, VA, 22101 Simanowith, Mark 500 East Pratt Street 8th Floor, Baltimore, MD, 21201 USAA Federal Savings Bank, 9800 Fredericksburg Road , San Antonio, TX, 78288 Brady, Erin 312 Marshall Ave #800 , Laurel, MD, 20707	03/19/13	03/19/13	000	TBA Moot	03/19/13	ST
00054000	Notice Motion Hearing Sent Event: MOTN Block Date: 04/19/13 Facility: 404B PARTIES : Robinson, Phillip 5500 Buckeystown Pike , Frederick, MD, 21703 Schraub, J 1481 Chain Bridge Road Suite 200, McLean, VA, 22101 Simanowith, Mark 500 East Pratt Street 8th Floor, Baltimore, MD, 21201 USAA Federal Savings Bank, 9800 Fredericksburg Road , San Antonio, TX, 78288 Brady, Erin 312 Marshall Ave #800 , Laurel, MD, 20707	03/19/13	03/19/13	000	TBA Moot	03/19/13	ST
00055000	Notice Motion Hearing Sent Event: MOTN Block Date: 04/19/13 Facility: 451 PARTIES : Robinson, Phillip 5500 Buckeystown Pike , Frederick, MD, 21703 Schraub, J 1481 Chain Bridge Road Suite 200, McLean, VA, 22101 Simanowith, Mark 500 East Pratt Street 8th Floor, Baltimore, MD, 21201 USAA Federal Savings Bank, 9800 Fredericksburg Road , San Antonio, TX, 78288 Brady, Erin 312 Marshall Ave #800 , Laurel, MD, 20707	03/21/13	03/21/13	000	TBA Moot	03/21/13	ST
00056000	Notice Motion Hearing Sent Event: MOTN Block Date: 04/19/13 Facility: 451 PARTIES : Robinson, Phillip 5500 Buckeystown Pike , Frederick, MD, 21703 Schraub, J 1481 Chain Bridge Road Suite 200, McLean, VA, 22101 Simanowith, Mark 500 East Pratt Street 8th Floor, Baltimore, MD, 21201 USAA Federal Savings Bank, 9800 Fredericksburg Road , San Antonio, TX, 78288 Brady, Erin 312 Marshall Ave #800 , Laurel, MD, 20707	04/09/13	04/09/13	000	TBA Moot	04/09/13	KFS SLV
00057000	Notice Of Dismissal without Prejudice As To Counter Carrie Ward (only)	04/19/13	04/22/13	DEF001	TBA		SLV
00058000	Counter Plt's Motion to Alter or Amend	11/22/13	11/27/13	DEF001	YAT Denied	03/07/14	MFM DBJ

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or Revise the Judgment of the Court of
October 23, 2013 Dismissing Certain Parties from the Counter
Plt's Counter Complaint & Request for Hearing (pull 12/16/13)

Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID
00058001	Jeffrey Stephan's Opposition to Def/Counter Plt Kevin J Matthews's Motion to Alter or Amend or Revise the Judgment of the Court of October 23, 2013 Dismissing Certain Parties from the Counter Plt's Counter Complaint	12/10/13	01/16/14	DEF004	TBA		MFM
00058002	Ordered that the Court's ruling of October 23, 2013 as to Counter-Defendant Carrie Ward's Motion to Dismiss (paper #42) is VACATED in light of the Counter-Plaintiff's Notice of Dismissal as to Counter Defendant Carrie Ward (paper#57), and it is further Ordered that Motion to Alter or Amend the Court's ruling of October 23, 2013 as it relates to all other matters is DENIED. (Tanner, J)	03/18/14	03/18/14	000	TBA		DBJ
00058003	Copies Mailed	03/07/14	03/18/14	000	TBA		DBJ
00059000	Hearing/Trial Notice Sent Event: HEAR Block Date: 02/25/14 Facility: 438 PARTIES : Robinson, Phillip 5500 Buckeystown Pike , Frederick, MD, 21703 Schraub, J 1481 Chain Bridge Road Suite 200, McLean, VA, 22101 Simanowith, Mark 500 East Pratt Street 8th Floor, Baltimore, MD, 21201 USAA Federal Savings Bank, 9800 Fredericksburg Road , San Antonio, TX, 78288 Brady, Erin 312 Marshall Ave #800 , Laurel, MD, 20707	01/24/14	01/24/14	000	TBA Moot	01/24/14	EC
00060000	Batch Hearing Notice Sent Event: HEAR Block Date: 02/25/14 Facility: 438 PARTIES : Robinson, Phillip 5500 Buckeystown Pike , Frederick, MD, 21703 Schraub, J 1481 Chain Bridge Road Suite 200, McLean, VA, 22101 Simanowith, Mark 500 East Pratt Street 8th Floor, Baltimore, MD, 21201 USAA Federal Savings Bank, 9800 Fredericksburg Road , San Antonio, TX, 78288 Brady, Erin 312 Marshall Ave #800 , Laurel, MD, 20707	02/12/14	02/12/14	000	TBA Moot	02/12/14	TLW
00061000	Motion to Stay of the Foreclosure Proceedings Pending Final Settlement & Claims Administration in the Matter Known as In Re Residential Capital, LLC & Request for Hearing	02/25/14	02/27/14	DEF001	WKH Denied	04/01/14	MFM MFM
00061001	Plaintiffs Response in Opposition to Matthews Motion for Stay of the Foreclosure	03/18/14	03/20/14	PLT001	TBA		SLV
00061002	Reply In Support of Defendant Kevin	03/28/14	03/31/14	DEF001	TBA		SLV SLV

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Matthews Motion for Stay of The Foreclosure
Proceedings Pending Final Settlement & Claims Administration in
the Matter Know as in Re Residential Capital LLC with Exhibits
1-6.

Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID
00061003	Order Denying Motion to Stay (Heard, J) 04/01/14 ORDERED that the motion is untimely filed not under oath or supported by affidavit and the motion does not on its face state a valid defense to the validity of the lien or the lien instrument or to the right of the plt to foreclose in the pending action. MD Rule 14-211(b)(1). (Heard, J)	04/01/14	04/01/14	000	WKH		MFH
00061004	Copies Mailed	04/01/14	04/01/14	000	TBA		MFH

SERVICE

Form Name	Issued	Response Served	Returned Agency
WRIT OF SUMMONS (Private Process) DEF002 GMAC Mortgage LLC.	03/19/12		Private Process
WRIT OF SUMMONS (Private Process) DEF003 Ward, Carrie	03/19/12		Private Process
WRIT OF SUMMONS (Private Process) DEF004 Stephan, Jeffrey	03/19/12		Private Process
WRIT OF SUMMONS (Private Process) ITP001 USAA Federal Savings Bank.	10/25/12		Private Process
WRIT OF SUMMONS (Private Process) ITP001 USAA Federal Savings Bank.	10/25/12		Private Process

TICKLE

Code	Tickle Name	Status	Expires	#Days	AutoExpire	GoAhead	From Type	Num	Seq
DCML	DCM Information List	OPEN	07/25/12	0	no	no	DOLB D	26	000
LSRV	120 Days Lack Of Jur	CANCEL	07/23/12	126	no	no	SERV	0	000
LSRV	120 Days Lack Of Jur	CANCEL	07/23/12	126	no	no	SERV	0	000
LSRV	120 Days Lack Of Jur	CANCEL	07/23/12	126	no	no	SERV	0	000
LSRV	120 Days Lack Of Jur	OPEN	02/28/13	126	no	no		0	000

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Code	Tickle Name	Status	Expires	#Days	AutoExpire	GoAhead	From Type	Num	Seq
SLMR	Set List For Motions	OPEN	12/13/13	21	yes	no	MJAA D	58	000
TIME	Motion To Extend/Sho	OPEN	04/25/12	1	yes	no	MEXT D	16	000
TIME	Motion To Extend/Sho	OPEN	06/28/12	1	yes	no	MEXT D	23	000
TIME	Motion To Extend/Sho	OPEN	11/14/12	1	yes	no	MEXT D	41	000
TIME	Motion To Extend/Sho	OPEN	11/16/12	1	yes	no	MEXT D	43	000

PUBLIC NOTE TITLES

- 1) Clerk's Notes 03/19/12
- 2) 3/19 yellow card checked into rm 232
- 3) Clerk's Notes
- 4) 3/26 yellow card checked into rm 232
- 5) 4/24/12 PLEADING # 16 & #17 ON DIANE'S DESK (PULL DATE 5/15/12)
- 6) 05/16/12 CLERK'S NOTES
- 7) 5/17 red card checked into rm 232... motion to extend time...
- 8) CLERK'S NOTES 05/30/12
- 9) 5/30 yellow card checked into rm 232 for review
- 10) 6/11/12 PLEADING #20/3 FRWD TO MST MARZETTA
- 11) 6/13 yellow card checked into rm 232
- 12) Clerk's Notes 06/28/12
- 13) 7/5/12 PLEADING # 21 & 21/1 FRWD TO MST MARZETTA
- 14) 7/5 yellow card checked into rm 232
- 15) 7/6/12 PLEADING # 20/4 FRWD TO MST MARZETTA
- 16) 7/12 yellow card checked into rm 232
- 17) 7/16/12 pleading # 22/1 frwd to mst marzetta
- 18) 7/16 green card checked into rm 232
- 19) 7/17/12 pleading # 22 frwd to mst marzetta
- 20) 7/18 yellow card checked into rm 232
- 21) CLERK'S NOTES
- 22) clerk's notes
- 23) 8/3 yellow card checked into rm 232.. amended order to docket
- 24) 8/3 red card checked into rm 232 opp. to motion to dismiss
- 25) 8/3 yellow card returned to rm 460 for processing
- 26) 8/3 red card checked into rm 232
- 27) 8/6 red car sent to Judge Welch for processing
- 28) 8/6 red card Sent to Judge Welch for processing
- 29) 9/5/12 pleading #34 frwd to mst marzetta
- 30) 9/7/12 PLEADING # 30/2 FRWD TO MST MARZETTA
- 31) 9/11/12 PLEADING # 35/2 FRWD TO MASTER MARZETTA
- 32) 9/12 yellow card checked into rm 232
- 33) 9/20 yellow card checked into rm 232
- 34) 09/21/12 Clerk's Notes
- 35) 9/21 yellow card checked into rm 232
- 36) 10/26 yellow card checked into rm 232
- 37) 10/26 yellow card checked into rm 232

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- 38) 11/14/12 Clerk's Notes
- 39) 11/
- 40) 11/16 yellow card checked into rm 232
- 41) 11/27 green card returned to rm 460 for processing
- 42) 12/4/12 PLEADING # 43/1 FORWARDED TO MST MARZETTA
- 43) 12/7 yellow card checked into rm 232
- 44) 12/12/12 PLEADING #42/1, 47 & 48 FORWARDED TO MST MARZETTA
- 45) 12/12 yellow card checked into rm 232
- 46) 12/17/12 PLEADING # 48/1 & 48/2 FORWARDED TO MST MARZETTA
- 47) 12/17/12 Green card checked in to Rm 232E
- 48) 1/10/13 PLEADING # 48/3 FRWD TO MST MARZETTA
- 49) 1/11 yellow card checked into rm 232
- 50) 2/4/13 PLEADING #49 FRWD TO MST MARZETTA
- 51) 2/5 red card checked into rm 232
- 52) 2/7/13 pleading # 49/1 frwd to mst marzetta
- 53) 2/7 yellow card checked into rm232.. plaint. respns to def sanctions
- 54) 02/12/13 Clerk's Notes
- 55) 2/12 green card checked into rm 232..req for immed entry of default
- 56) 2/13 files III and IV were sent to Judge Pierson for review
- 57) 3/15/13 YELLOW CARD #49/1 CHECKED OUT TO RM 460 FROM 232
- 58) 04/15/13 CLERK'S NOTES
- 59) document tracking inre#58 12/18/13
- 60) 12/18/13 green in rm 232
- 61) Clerk's note inre#42/4 01/16/14
- 62) document tracking inre#61 02/27/14
- 63) 2/27 yellow card checked into rm 232.. mot to stay
- 64) 03/31/14 Clerk's Notes Pleading 61/2
- 65) 3.31.14 green card rm 232
- 66) 4.4.14 green card to rm 460 61/2
- 67) clerk's note inre#61/2 04/10/14

Additional Notes Exist.

CASE FOLDER HISTORY

Date	Time	Type	User	Location	Clerk	Reason
04/01/14	9:04 AM	Transfer	FOD	Room 460 Courthouse East	MFM	
04/01/14	9:04 AM	Created		Civil Div.. Room 462 East	MFM	Case Folder Created
04/01/14	9:03 AM	Transfer	FOD	Room 460 Courthouse East	MFM	
04/01/14	9:03 AM	Transfer	FOD	Room 460 Courthouse East	MFM	
03/31/14	4:21 PM	Transfer	MFM	Civil Div.. Room 462 East	MFM	

I, Frank M. Conaway, Clerk of the Circuit Court
for Baltimore City, hereby certify that this is
a true copy from the record in this court.
Witness my hand and act of the undersigned
this 30th day of June, 2014

[Handwritten Signature]

Clerk of Court for Baltimore City, Maryland



I, Frank M. Gonsky, Clerk of the Circuit Court
for the County of Cook, hereby certify that this is
a true and correct copy of the record in this court.
Witness my hand and seal of the undersigned
this _____ day of _____, 2014.



Frank M. Gonsky, Clerk of the Circuit Court

Exhibit 12

SAMPLE CONSUMER PROTECTION CASE VERDICTS AND SETTLEMENTS

Foreclosure or the prospect of foreclosure is almost per se an emotional harm. *Cf. Parks v. Wells Fargo Home Mortg., Inc.*, 398 F.3d 937, 941 (7th Cir. 2005)(denying emotional distress damages because no independent tort, only a breach of contract, but noting, "We have no doubt that anyone would suffer emotional harm from losing his or her home, or even from facing such a possibility."); *Matthews v. Homecoming Fin. Network*, 2005 U.S. Dist. LEXIS 21535 (N.D. Ill. 2005) (foreclosure without cause sufficient basis for intentional infliction of emotional distress claim); *Johnstone v. Bank of Am., N.A.*, 173 F. Supp. 2d 809 (N.D. Ill. 2001)(possibility of foreclosure sufficient to state emotional distress damages and survive motion to dismiss RESPA claim); *Stafford v. Puro*, 63 F.3d 1436, 1442 (7th Cir. 1995) (awarding in emotional distress damages to wrongfully terminated employee supported by loss of home in foreclosure, ruined credit, as well as physical symptoms including spastic colon and high blood pressure); The likelihood of foreclosure from these loans and the devastating personal impact of foreclosure should be enough to demonstrate both outrageous conduct and knowledge that severe emotional distress is likely to result.

Miller v. Equifax Information Services, LLC, U.S.D.C OR (7/26/2013 & 2/14/2014 (jury verdict for \$180,000 in compensatory damages and \$18,400,000 in punitive damages reduce by the trial court in post trial to a total motion to a total of \$1,800,000); *Yazzie v. Law Offices of Farrell & Seldin and Target National Bank*, USDC NM (8/19/2011)(judgment of \$161,000 in compensatory damages and \$1,100,000 in punitive damages for consumer in unlawful debt collection claims under federal and state law); *Brash v. PHH District GA* 2011 (1 million compensatory damages, only \$575.00 in out of pocket damages, 20 million in punitive damages. *Conseco Servicing Corp. v. Carlson*, Judgment on counter claim of defendant for \$3.5 million. Conseco had sued defendant on a \$500 debt that was not his debt. No. CJ-00-227, Oklahoma State District Court, Creek County 2002. *Yazzie v. Farrell & Seldin* New Mexico July 29, 2011, \$1.26 Million (161,000 noneconomic punitive 1.1 million) collection against wrong debtor, No. 10-CV-292 BB/LFG (D.N.Mex. 2011). Actual out of pocket expenses \$20. *Fausto v Credigy* \$500,000 (\$50,000 compensatory for each plaintiff and \$400,000 in punitives), No. C 07-05658 JW (N.D.Calf.) on April 3, 2009. *McCollough v. Johnson Rodenberg & Lauinger*, \$311,000 (250,000 mental anguish and \$60,000 punitive damages), 645 F.Supp 2d 917 (D.Mont. 2009). *Household Credit Services v. Discol*, 989 S.W. 2d 72 (Tex. App.-El Paso 1998) (\$11 Million judgment for consumer); *Slick v. Norwest Mortgage Inc*, 2002 Bankr.Lexis 772 (Bankr.S.D.Ala.2002) (Norwest Mortgage, Inc., n/k/a Wells Fargo, was assessed \$2,000,000 in exemplary damages for charging attorneys fees to debtors' accounts without disclosing the fees to anyone); *Fisher v. Wells Fargo Home Mortgage, Trans Union LLC*, 2007 WL 1096917 (Cal.Superior 2007)(Court found that lender failed to correct their error related to the debtors' credit rating for two years despite receiving complaints on at least six occasions, and lender's internal policies made it impossible to resolve the credit problem in a timely fashion and awarded \$885,000 in damages); *Filson v. Wells Fargo Home Mortg., Inc.*, 2008 WL 3914899 (Tenn.Ct.App.,2008)(Lender Fargo wrongfully held funds in suspense account rather than apply them to mortgage debt, then attempted to foreclose based on default caused only by lender's refusal to apply funds in suspense. Jury found \$250,000 in damages. Trial Court reduced to \$150,000. Court of Appeals remanded for more proof of damages. Final amount awarded unknown).

Exhibit 13

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Hearing Date: July 30, 2014
Hearing Time: 10:00A.M

**RESPONSE TO OBJECTION
TO CLAIM NO. 392**

In Re:

Case No.: 12-12020

RESIDENTIAL CAPITAL, LLC, et al.

(Chapter 11)

Debtors

Assigned to:
Hon. Martin Glenn
Bankruptcy Judge

**DECLARATION OF KEVIN J. MATTHEWS IN RESPONSE AND
OPPOSITION TO THE OBJECTION TO RESCAP
BORROWER CLAIMS TRUST TO
CLAIM NUMBER 392**

I, Kevin J. Matthews, declare as follows:

1. Through my attorneys, I authorized the filing of Claim No. 392 in this matter related to my legal claims against the debtor GMAC Mortgage, LLC. In response to my claim I received that attached acknowledgement (see **Exhibit 1**)¹ from the claims administrator that my claim was timely submitted.
2. On or about June 21, 2013 counsel for GMAC requested that I provide GMAC further documentation in support of Claim No. 392 and I did so by the requested deadline providing thousands of pages of supporting documents. Neither GMAC nor its counsel made any further requests for information or even formal discovery from me or any other person related to Claim No. 392.

¹ As referenced herein each numbered "Exhibit" references the Exhibits attached to my response to the Objection to my Proof of Claim which is filed contemporaneously with this declaration.

3. GMAC Mortgage, LLC presently claims to be the owner of my mortgage loan for my home and property located in the City of Baltimore known as 3216 East Northern Parkway, Baltimore, Maryland (21214)(“Property”). This conclusion is based upon: (i) a copy of the recorded Assignment of Deed of Trust found in the land records for Baltimore City, Maryland at Liber 14058, Page 019 at **Exhibit 2**;² (ii) the statement of my new mortgage servicer, Ocwen Loan Servicing which has represented to me that the alleged debt which is owed on my mortgage loan is owed to GMAC Mortgage, LLC, as represented on **Exhibit 3**³; (iii) an Affidavit Certifying Ownership of Debt Instrument and that the Copy of the Note is a True and Accurate Copy filed in the Circuit Court for Baltimore City in the **Second Foreclosure** proceeding against me by GMAC Mortgage LLC’s authorized agents, as represented on **Exhibit 4**⁴; and Affidavit Certifying Ownership of Debt Instrument and Truth and Accuracy of Copy Filed Herein presented to the circuit court in the First Foreclosure, as represented on **Exhibit 5**.
4. However, GMAC Mortgage, LLC is not now licensed as a mortgage lender by the State of Maryland as reported on the National Mortgage licensing System & Registry of Nationwide Multistate Licensing System (NMLS) website

² There are no further assignments of the Deed of Trust recorded as of the date of this affidavit in the land records for Baltimore City, Maryland to any other person.

³ Unlike GMAC as discussed further *infra*, Ocwen has disclosed as exemplified on **Exhibit 3**, its interest in the loan as well as the loan’s relationship with USAA. None of the similar GMAC communications to me using the USAA name and logo ever disclosed GMAC’s interest in the loan.

⁴ I received no notice from GMAC or Ocwen that my loan has been sold to any other entity.

(<http://www.nmlsconsumeraccess.org/>), as represented on **Exhibit 6**.⁵ Nor is GMAC Mortgage, LLC licensed as a Maryland Collection Agency, by the Maryland Collection Agency Licensing Board, as represented on **Exhibit 7**.

General Background

5. I am a lifelong resident of Baltimore, Maryland and graduated from high school in June 1998. While in high school I was a member of the Air Force JROTC.
6. Upon graduation I enlisted in the Air Force on July 31, 1998 and was later stationed at Kadena Air base in Okinawa, Japan and Ft. Huachuca, AZ. I also had various other deployments, including to Iraq.
7. In 2002, I returned home to Baltimore and started working as a security manger, but I still wanted to be a part of the military in some way, so I enlisted in the Maryland Army National Guard. While with the Guard, I was stationed with the 29th Discom Unit based out of Towson, Maryland until April of 2005. In May of 2005, I was selected to be deployed to Iraq with the 243rd Engineer Company. Our Mobilization station was Camp Atterbury, Indiana. We officially deployed to Iraq in August 2005.
8. While in Iraq, I served in the capacity as a fuel tanker driver, ITT and liaison for state correspondence. After returning home in 2006, I began to feel the effects of the stress of deployment had caused on me and many others like me. I also began to suffer from chronic back pain, tinnitus, post traumatic stress disorder, and migraine headaches. Even with all of my issues, I still continued to work.

⁵ GMAC Mortgage LLC voluntarily surrendered its license on May 30, 2013 but has continued to maintain the Second Foreclosure action against me and my Property and attempt to collect from me through Ocwen.

9. In 2006 I married and in 2007 my son, Kevin was born.
10. In 2008, with the help of the VA Guaranty Loan Program, I purchased the Property. When I purchased my property I had a good income and could afford my loan. I was a contractor at Ft. Meade in the field of waste water.
11. I also made all my mortgage payments on time and everything was going okay, but in December of 2008, I was in a horrific car accident that made my previous injuries worse. In February of 2009, as a result of my injuries and resulting continued absence from work, I was laid off from my job while I was in the hospital.
12. Realizing the difficulty of my situation and in an effort to be proactive and rely upon the benefits entitled to me through the VA program (including the loss mitigation available to vets like myself), I contacted my mortgage servicer, whom I understood and believed at the time to be USAA,⁶ to inform it of my hospitalization, disability and anticipated financial hardship before I fell behind on my mortgage. I continued to contact USAA/GMAC after my release from the hospital and during my rehabilitation in a continued effort to keep it informed of my situation and in reliance on its representatives' promises to see if I could secure any help from it while I had no income, including the possibility of a forbearance or modification.

⁶ I later learned after I retained counsel and the public admissions of GMAC and USAA and through papers filed in this action that in fact I was never communicating with representatives from USAA but in fact GMAC had been retained, without my knowledge or any disclosure to me whatsoever, to service my mortgage loan while utilizing USAA's name and logo in all written and oral communications.

13. In reliance that USAA/GMAC would work with me if I did my part, I made every effort to keep up on my mortgage payments including draining my all of my 401k, using my tax returns, and short term disability benefits. I also did not pay any other bills in an effort to keep my mortgage current and depleted all of my savings. In July of 2009, I ran out of money and in August of 2009, I officially went thirty days late. However, I was not in legal default because USAA/GMAC never offered me any of the loss mitigation alternatives, and I had continued to contact USAA/GMAC in an effort to find a resolution to the delinquent payments on my home in reliance on USAA/GMAC's duties to me under the VA Program. I wanted desperately to save my home. I faxed hardship letters and called twice a week every month in continued reliance on USAA/GMAC's promises to work with me, but I was just given (what I know now but not what I knew then to be) wrong information and guidance, and the situation just got more negative.
14. I also informed USAA/GMAC that I applied for disability services in March of 2009 in expectation and reliance that I would be meaningfully considered for loss mitigation alternative, but it didn't want to listen. In August of 2009, I contacted USAA/GMAC about the possibility of executing a Deed in Lieu as an alternative to foreclosure, and was instructed to draft a letter stating my financial situation and asking that a Deed in Lieu be accepted. In reliance on that advice, I drafted the letter and faxed it to USAA/GMAC. However I never received a response.
15. In January of 2010, in one of my many phone calls to USAA/GMAC, I specifically asked about the status of the Deed in Lieu and was told that a Deed in

Lieu was not possible unless the house had been on the market for at least ninety days.

16. By February of 2010, the stress had finally taken a toll on my family and I was going through a divorce. That same month, I received a 45 day notice of intent to foreclose letter. However, some things did begin to turn around for me, I was approved for my disability through Social Security, and also I began school through the Veterans Administration program. In addition, I began making some additional income from tutoring, but it wasn't very much. In March of 2010, I went to the Belair Edison Neighborhood Association for assistance with my mortgage. I began working with Mr. Roy Miller who was assigned to me as a housing counselor. In March of 2010, Mr. Miller submitted with my authorization and approval a mortgage modification package to USAA/GMAC. USAA/GMAC denied my modification on the grounds of insufficient income but without considering the disability income I had disclosed to it. I appealed the decision and resubmitted a package in late April 2010. The company received the package with all required up-to-date documents on April 30th and acknowledged receipt. By this time, a foreclosure sale date had been set for May 21, 2010. However, since I had a VA loan and the package had not even been viewed and evaluated and I had not been offered any of the loss mitigation available under the VA program, it was my understanding that the date should have been pushed back or cancelled until USAA/GMAC complied with the VA program.
17. At the beginning of May, Mr. Miller contacted USAA/GMAC on my behalf to verify that the sale date had been pushed back; Mr. Miller never received a

- response. On May 21, 2010, the sale date proceeded with USAA/GMAC not even looking at application for my loan modification.
18. After the sale Mr. Miller referred me to legal counsel and my attorneys filed timely exceptions to the foreclosure sale with the circuit court. While the exceptions were pending consideration of the circuit court and USAA/GMAC knew I was represented by counsel and before the lender had the legal right to acquire possession of the Property from me, I was required to go out of town for an internship related to my studies.
19. I returned home to learned that my house had been taken over by USAA/GMAC without the permission of the circuit court, that a lockbox had been placed on my front door and all of my personal belongings and property as well as that of my son's belongings had been taken from the house by the USAA/GMAC's agents who secured the house.
20. In addition, as a result of this illegal lockout, I incurred damages and losses by having to go and find an apartment and buy all new furniture and clothing for not only myself but also for my son. To this date I have never received any of those items back from USAA/GMAC or its agents.
21. After I obtained legal counsel of Civil Justice Inc. and the University of Maryland School of Law Consumer Protection Clinic (for which I have incurred hundreds of hours of legal services as a direct and proximate result of GMAC's illegal actions), I also learned in the Fall of 2010 for the first time that GMAC and not USAA owned my mortgage. Apparently, according to what USAA has told the

- media, it permitted GMAC to use its name for customers like me so we don't even know the loan has been transferred.
22. Had I known who owned my loan, either Mr. Miller or myself could have escalated my loss mitigation requests to the true owner. However, this information was concealed from me by USAA and GMAC and their agents with whom I communicated by phone and in writing.
23. I have also learned since the May 2010 foreclosure sale that since my loan was a VA Guaranteed Loan, the VA required my lender to undertake loss mitigation efforts prior to foreclosing on the loan including a face-to-face meeting, review of my loan and circumstances for modification, the possibility of temporarily modifying my loan to allow my conditions to improve, the exploration of the possibility of a deed in lieu as an alternative to foreclosure and as a last resort only foreclosure.
24. At no time did GMAC or USAA ever inquire about the circumstances of my missed payments, what I could afford to pay, the permanency of my condition, the possibility of a short sale or deed in lieu, or the possibility of meeting face-to-face to discuss any loss mitigation alternatives.
25. All I received was incorrect or conflicting information, denial letters to my requests for modification with no other explanation other than I had insufficient income (despite the substantial benefit income I was approved for and GMAC knew about but failed to acknowledge) and verbal statements from their representatives that I was required to pay my full payment and only my full payment would be accepted or I would be foreclosed upon.

26. In the Fall of 2010 when the national and state robo-signing scandals came to light, I learned that an individual by the name of Jeffrey Stephan had admitted under oath in a deposition that he had signed tens of thousands of bogus affidavits used to initiate foreclosure proceedings on behalf of GMAC and other lenders including my own foreclosure. Apparently, according to his sworn testimony, Mr. Stephan never reviewed the required documentation and the affidavits presented by GMAC's agents to the circuit court were falsely notarized without Mr. Stephan being present as required under the law.

27. In a further effort to undo my foreclosure sale and the pending foreclosures against hundreds of other Maryland homeowners like me based on bogus documents, I caused through my attorneys to file a request to certify a class of defendants in pending state court foreclosure cases in Maryland which were based on bogus, foreclosure affidavits signed by Stephan. I also asked the circuit court to dismiss my case and also then pending cases based on similar bogus documents presented to state courts by GMAC's agents.

28. In response to my request GMAC eventually agreed to voluntarily dismiss hundreds of similar cases in Maryland by acknowledging that it did not have a right to pursue the actions in the form it desired. This agreement occurred at a hearing in the circuit court where GMAC's local counsel stated those pending foreclosures based upon Jeffrey Stephen's signature would be dismissed. A true and accurate copy of GMAC's motion to dismiss the foreclosure foreclosure action in the circuit court by its authorized agents is attached hereto as **Exhibit 8**. To me this was not only a victory but a clear admission by GMAC of their guilt

and wrongdoing in filing these actions against me and other home owners. The circuit court granted GMAC's requested relief as identified on a certified copy of the Order of the circuit court, attached hereto as **Exhibit 9**. The circuit court further ordered that the costs of the foreclosure could not be assessed to me or my mortgage account as identified on the certified docket entries from the First Foreclosure attached hereto as **Exhibit 10**.

29. I also learned in the Fall of 2010 that the attorneys (i.e. agents for GMAC) suing me in the First Foreclosure had admitted in hundreds of Maryland foreclosure actions that they also permitted non-attorneys to impermissibly robo-sign their signatures on foreclosure papers and affidavits.

30. After the hearing where GMAC's counsel conceded that the first foreclosure action should be dismissed based upon the improper papers that it had authorized to be filed with the circuit court, I attempted through my counsel to secure the keys to the locks to my Property that GMAC had illegally placed on the door to my home. However, it never gave my counsel the keys and as a result I had to break into my own house. Unfortunately, someone called the police and I had to explain to the Baltimore City police officers an impossible story about how I was the owner of my Property and GMAC was wrong by its own admission. This situation created even more embarrassment for me and fear that I would be arrested for having done nothing wrong.

31. Upon entering the house in early 2011, I found that the Property had not been properly winterized by the company hired by GMAC prior to discontinuing the utilities. As a result my sewage pipe and hot water heater cracked from the water

expansion in the cold weather, requiring me to fix both in order to move back in and use the house.

32. From early 2011 through early 2012 GMAC knowingly and falsely claimed that my Property and home were not owner occupied. Through counsel I informed GMAC that this off-repeated representation was false but GMAC continued to false assert the statement in a continuous and harassing manner.

33. As a member of the armed service I took an oath where I rose my right hand and stated that I solemnly swore to support and defend the Constitution of the United States against all enemies, foreign and domestic; that I would bear true faith and allegiance to the same; and that I will obey the orders of the President of the United States and the orders of the officers appointed over me, according to regulations and the Uniform Code of Military Justice. So help me God. I did all that was asked of me proudly and unreservedly.

34. As a licensed mortgage lender GMAC was required (before it gave up its license) to act safely and soundly in its mortgage servicing practices. However, as exemplified by its Consent Order and Amended Consent Order with the Board of Governors of the Federal Reserve System (see *In re the Matter of Ally Financial, Inc., et al.* [Doc. 11-020; FDIC 11-123b])[April 13, 2011 & July 26, 2013]) and its voluntary agreement to enter into a Consent Judgment as part of the State-Federal National Mortgage Settlement (see <http://www.nationalmortgagesettlement.com/>), GMAC has admitted that its practices that include the ones subject to Proof of Claim Number 392 were unsafe and unsound.

35. GMAC filed a Second Foreclosure action against me and my Property in 2012.

True, correct, and certified copies of the docket entries from the second foreclosure case are attached as **Exhibit 11**.

36. GMAC has maintained the Second Foreclosure action since its commencement but has not proceeded with a foreclosure sale of my home and Property.

37. I authorized a Counter Complaint to be filed against GMAC and other parties, including USAA, in the Second Foreclosure case in which I have asked for a jury trial. The Amended Counter Complaint is still pending and no scheduling order has been issued by the circuit court.

38. There are no final judgments from the Second Foreclosure case and no party has ever asked the circuit court to declare any portion of the case final for appeal purposes. No party to the Second Foreclosure case, including GMAC's agents, has sought any interlocutory appeal.

39. As a direct and proximate result of GMAC's actions described herein and my proof of claim, I have sustained damages and losses including (in addition and not limited to others disclosed herein):

- a. Economic damages for damage to my home and Property;
- b. Economic damages for legal fees I incurred defending the first illegal foreclosure and the second illegal foreclosure GMAC is not entitled to pursue as an unlicensed Maryland lender;
- c. Economic damage for loss of property taken by GMAC's agents;

- d. Non-economic damage to my credit showing two foreclosure actions authorized and maintained by GMAC without the legal right to do so and these public filings cannot be expunged;
 - e. Non-economic damage in the form of emotional damages with physical manifestations including but not limited to depression, anxiety, sleeplessness, fear, frustration, and anger; and
 - f. Statutory damages permitted by the claims identified in my proof of claim under state and federal law.
40. This dispute and GMAC's acts and omissions described in my proof of claim and the supporting documents I have provided GMAC through my counsel has also negatively impacted my graduate studies whereby my grades have suffered because of the emotional stress described above.
41. If the Court has any hesitation about any issue of Maryland law, I request that the Court consider certifying the question(s) to the Maryland Court of Appeals pursuant to the Maryland Uniform Certification of Questions of Law Act, Md. Code Ann., Cts. & Jud. Proc. § 12-601, *et seq.*
42. I also request if the Court has any hesitation concerning any of the facts in dispute that the Court permit me leave to pursue discovery a determination of those facts including the value of my claims by a jury of my peers in Amended Counter Complaint pending in the Second Foreclosure matter. Alternatively, I request that the Court appoint a special master to conduct an evidentiary hearing in Maryland and present findings of fact for the Court's consideration. The discovery I would request leave to pursue includes:

- a. Production of all documents, as described broadly under the federal rules in the possession and control of the Objector and Debtors related to my mortgage account (including electronic copies of the audio recordings GMAC's employees disclosed to me nearly each and every time I contacted it that were being made);
- b. Identification and depositions if necessary of all persons for whom the Objector and its purported witness(es) relied upon for the purported testimony before the Court; and
- c. Depositions and other appropriate discovery of the Debtors' employees and former employees concerning and related to their mortgage servicing practices related to my loan.

43. If the Court wishes or requires me to provide further testimony on the matters discussed, I am ready, willing and able to provide such testimony at a convenient time and place.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 2, 2014.


Kevin J. Matthews

Exhibit 14

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Hearing Date: July 30, 2014
Hearing Time: 10:00A.M

**RESPONSE TO OBJECTION
TO CLAIM NO. 392**

In Re:

Case No.: 12-12020

RESIDENTIAL CAPITAL, LLC, et al.

(Chapter 11)

Debtors

Assigned to:
Hon. Martin Glenn
Bankruptcy Judge

**DECLARATION OF COUNSEL PHILLIP ROBINSON IN RESPONSE AND
OPPOSITION TO THE OBJECTION TO RESCAP
BORROWER CLAIMS TRUST TO
CLAIM NUMBER 392**


I, Phillip Robinson, declare as follows:

1. I was admitted to this Court on a *Pro Hoc Vice* basis as counsel for Creditor Kevin J. Matthews. Doc. 1288.
2. I have represented Mr. Matthews since May 2010.
3. Originally I represented Mr. Matthews while Executive Director of Civil Justice Inc.—a Maryland non-profit legal services agency which concentrated its limited practice areas in the areas of consumer protection related to real estate, foreclosure, and debt collection practices. Peter Holland at the University of Maryland School of Law Consumer Protection Clinic acted as my co-counsel in the First Foreclosure action authorized and filed by GMAC Mortgage, LLC's authorized agents in the Circuit Court for Baltimore City, Maryland and we jointly aided Mr. Matthews for a period of time after the foreclosure case was

dismissed, at GMAC's request, through December 2011. Throughout this period of time, Mr. Matthews incurred over 180 hours of compensable time by both counsel and para professionals at Civil Justice and the Consumer Protection Clinic. The value of this time exceeds \$100,000 and can be itemized at the appropriate time during discovery or at an evidentiary hearing.

4. Beginning in February 2012 through the present I have continued to represent Mr. Matthews in my private law practice first at the Legg Law Firm LLC and now at the Consumer Law Center LLC. In this phase I have represented Mr. Matthews in this Court and in the Circuit Court for Baltimore City, Maryland in the Second Foreclosure action initiated by GMAC's authorized and appointed agents. Throughout this period of time, Mr. Matthews incurred over 250 hours of compensable time on his behalf by both counsel and paraprofessionals at the Legg Law Firm LLC and the Consumer Protection Clinic. The value of this time to date exceeds \$175,000 (and is on-going) and can be itemized at the appropriate time during discovery or at an evidentiary hearing.
5. To aid the ultimate fact-finder, whomever that may be, in determining the value of Mr. Matthews' claims against GMAC, attached to Mr. Matthews' opposition to the Debtors' Objection to his Proof of Claim attached hereto as **Exhibit 12**, is a summary of other similar judgments and verdicts which in my experience involve factual situations like to those experienced by Mr. Matthews.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July
3, 2014.



Phillip Robinson

Exhibit 15

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Hearing Date: July 30,
2014
Hearing Time: 10:00A.M
RESPONSE TO OBJECTION
TO CLAIM NO. 392

In Re:

RESIDENTIAL CAPITAL, LLC, et al.

Debtors

Case No.: 12-12020

(Chapter 11)

Assigned to:
Hon. Martin Glenn
Bankruptcy Judge

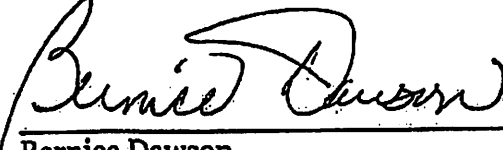
**DECLARATION OF BERNICE DAWSON IN RESPONSE AND
OPPOSITION TO THE OBJECTION TO RESCAP
BORROWER CLAIMS TRUST TO
CLAIM NUMBER 392**

I, Bernice Dawson, declare as follows:

1. I am the grandmother of Kevin J. Matthews who is the creditor in this action subject to Claim Number 392 in this estate and I have personal knowledge of the factual allegations attested to herein.
2. If the Court wished or required me to provide further testimony on the matters discussed, I am ready, willing and able to provide such testimony at a convenient time and place.
3. Before Kevin's mortgage situation arose in April 2010 and thereafter, I observed Kevin as a positive, young adult who was helpful to others and very social. He would volunteer to do errands for friends and family on a frequent basis and lived an active, social lifestyle in his community and church.

4. Before April 2010 Kevin was a very active person and was very helpful to his friends and family, community, and church. He also was very proud of his home and worked hard on it to make responsible improvements.
5. However, since the mortgage situation arose in April 2010 I have observed changes in Kevin that did not exist before including: he is more irritable about normal activities, he appears tired more frequently, he is upset and less social than before, and he is not as calm as he once was about routine matters.

I declare under penalty of perjury that the foregoing is true and correct. Executed
on June 26th, 2014.



Bernice Dawson

Exhibit 16

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Hearing Date: July 30,
2014
Hearing Time: 10:00A.M
**RESPONSE TO OBJECTION
TO CLAIM NO. 392**

In Re:

RESIDENTIAL CAPITAL, LLC, et al.

Debtors

Case No.: 12-12020

(Chapter 11)

Assigned to:
Hon. Martin Glenn
Bankruptcy Judge

**DECLARATION OF ERNEST MATTHEWS IN RESPONSE AND
OPPOSITION TO THE OBJECTION TO RESCAP
BORROWER CLAIMS TRUST TO
CLAIM NUMBER 392**

I, Ernest Matthews, declare as follows:

1. I am the father of Kevin J. Matthews who is the creditor in this action subject to Claim Number 392 in this estate and I have personal knowledge of the factual allegations attested to herein.
2. If the Court wished or required me to provide further testimony on the matters discussed, I am ready, willing and able to provide such testimony at a convenient time and place.
3. I am a licensed real estate salesperson in the State of Maryland (Reg. No. 79230).
4. Kevin is the owner of the real property located in the City of Baltimore known as 3216 East Northern Parkway, Baltimore, Maryland (21214).
5. Previously Kevin served in the U.S. National Guard and was deployed to Iraq in support of Operation Iraqi Freedom from August 2005 through

September 2006. Previously Kevin served in the United States Air Force from August 15, 1998 to December 17, 2001.

6. Kevin acquired the 3216 East Northern Parkway property as his personal home on February 14, 2008.
7. Before April 2010, my general observations of Kevin were that he was an easy going young adult who accepted responsibility and worked hard to complete his responsibilities.
8. However since April 2010 and his situation with GMAC, I observed significant changes in Kevin. He has become severely irritable, reclusive, withdrawn, and frustrated with matters he normally was not concerned with prior to April 2010.
9. Since April 2010 I have also observed that Kevin has become less social and sulks frequently, avoids his friends and family, and has suffered adverse stress in his former marriage.

I declare under penalty of perjury that the foregoing is true and correct. Executed
on June 26th, 2014.

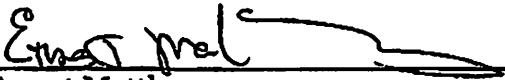

Ernest Matthews

Exhibit 17

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Hearing Date: July 30,
2014
Hearing Time: 10:00A.M
RESPONSE TO OBJECTION
TO CLAIM NO. 392

In Re:

RESIDENTIAL CAPITAL, LLC, et al.

Debtors

Case No.: 12-12020

(Chapter 11)

Assigned to:
Hon. Martin Glenn
Bankruptcy Judge

**DECLARATION OF LINDA DAWSON-GREEN IN RESPONSE AND
OPPOSITION TO THE OBJECTION TO RESCAP
BORROWER CLAIMS TRUST TO
CLAIM NUMBER 392**

I, Linda Dawson-Green, declare as follows:

1. I am the mother of Kevin J. Matthews who is the creditor in this action subject to Claim Number 392 in this estate and I have personal knowledge of the factual allegations attested to herein.
2. If the Court wished or required me to provide further testimony on the matters discussed, I am ready, willing and able to provide such testimony at a convenient time and place.
3. Kevin is the owner of the real property located in the City of Baltimore known as 3216 East Northern Parkway, Baltimore, Maryland (21214).
4. Previously Kevin served in the U.S. National Guard and was deployed to Iraq in support of Operation Iraqi Freedom from August 2005 through

September 2006. Previously Kevin served in the United States Air Force from August 15, 1998 to December 17, 2001.

5. Before April 2010, my general observations of Kevin were that he was an easy going young adult who was able to manage multiple activities at once and was very sociable with friends and family.
6. However since the mortgage issues have come to light regarding GMAC, I have observed changes in Kevin which did not exist before including weight gain, less sociable, and very nervous. Even when Kevin came home from Operation Iraqi Freedom I did not observe these attributes about Kevin and they only have come about since the mortgage situation with GMAC started after April 2010.

I declare under penalty of perjury that the foregoing is true and correct. Executed
on June 26TH, 2014.

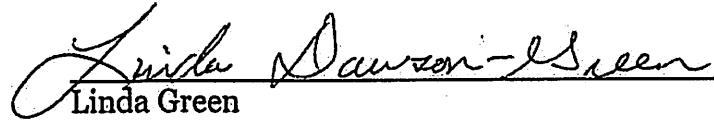

Linda Green

Exhibit 18

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Hearing Date: July 30,
2014
Hearing Time: 10:00A.M
**RESPONSE TO OBJECTION
TO CLAIM NO. 392**

In Re:

RESIDENTIAL CAPITAL, LLC, et al.

Debtors

Case No.: 12-12020

(Chapter 11)

Assigned to:
Hon. Martin Glenn
Bankruptcy Judge

**DECLARATION OF CHARLES FLEMING IN RESPONSE AND
OPPOSITION TO THE OBJECTION TO RESCAP
BORROWER CLAIMS TRUST TO
CLAIM NUMBER 392**

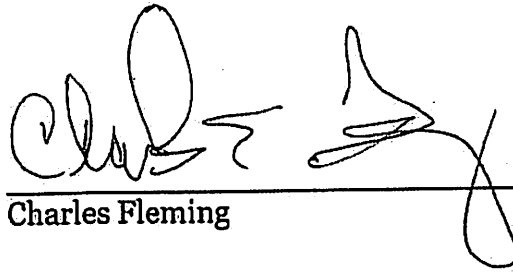
I, Charles Fleming, declare as follows:

1. I have known Kevin Matthews since about 2004 who is the creditor in this action subject to Claim Number 392 in this estate and I have personal knowledge of the factual allegations attested to herein.
2. Kevin and I were stationed together in Operation Iraqi Freedom and we have remained friends since that time and have seen and spoken to each other on a nearly weekly basis since that time.
3. If the Court wished or required me to provide further testimony on the matters discussed, I am ready, willing and able to provide such testimony at a convenient time and place.
4. Before Kevin's mortgage situation arose in April 2010 and thereafter, I observed Kevin as a good person who was very positive and worked hard

to accomplish his goals. He was also able to manage his PTSD from the war without significant difficulty.

5. However, since the mortgage and house issues have arisen with GMAC, I have observed changes in Kevin where he has isolated himself socially, he seems more depressed and sleeps more during the day and is less active than before. I have also observed that his once positive morale has become negative since April 2010. Finally, I have observed Kevin more tearful and upset at situations, including the mortgage situation, more than he ever was before April 2010.

I declare under penalty of perjury that the foregoing is true and correct. Executed
on June 21st, 2014.



A handwritten signature in black ink, appearing to read 'Charles Fleming', is written over a horizontal line. The signature is stylized with a large initial 'C' and a long, sweeping tail.

Charles Fleming

Exhibit 19

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:

RESIDENTIAL CAPITAL, LLC, et al.

Debtors

Case No.: 12-12020

(Chapter 11)

Assigned to:
Hon. Martin Glenn
Bankruptcy Judge

**ORDER DENYING OBJECTION OF THE RESCAP BORROWER
CLAIMS TRUST CLAIM NUMBER 392 FILED BY
KEVIN J. MATTHEWS**

Upon consideration of the objection of the ResCap Borrowers Claims Trust (Doc. 7094), as the successor to Residential Capital, LLC, and its affiliated debtors and debtors in possession with respect to Borrower Claims, and the response and opposition by Kevin J. Matthews, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The relief requested in the Objection is DENIED as set forth in the Court's Memorandum Opinion and/or statements on the record at a hearing held on July 30, 2014 in this Court;
2. The relief requested by the Borrower Trust is denied with prejudice; and
3. Kurtzman Carlson Consultants LLC, the Claims and Noticing Agent on behalf of the Debtors is directed to mark the claims register consistent with this Order.

Dated: _____, 2014

New York, New York

The Honorable Martin Glenn
United States Bankruptcy Judge