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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u>,	)	Chapter 11
)	
Debtors.	)	Jointly Administered
_____)	

**RESCAP BORROWER CLAIMS TRUST'S
SEVENTY-FIFTH OMNIBUS OBJECTION TO CLAIMS
(NO LIABILITY BORROWER CLAIMS)**

**THIS OBJECTION SEEKS TO DISALLOW AND EXPUNGE CERTAIN FILED PROOFS OF
CLAIM. CLAIMANTS RECEIVING THIS OBJECTION SHOULD LOCATE THEIR NAMES
AND CLAIMS ON EXHIBIT A ATTACHED TO THE PROPOSED ORDER.**

**IF YOU HAVE QUESTIONS, PLEASE CONTACT THE RESCAP BORROWER
CLAIMS TRUST'S COUNSEL, JORDAN A. WISHNEW, AT (212) 468-8000.**



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TO THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE:

The ResCap Borrower Claims Trust (the “Trust”), established pursuant to the terms of the Chapter 11 plan confirmed in the above captioned bankruptcy cases (the “Chapter 11 Cases”), as successor in interest to the above-captioned debtors (collectively, the “Debtors”) with regards to Borrower Claim (defined below) matters, by and through its undersigned counsel, respectfully represents:

RELIEF REQUESTED

1. The Trust files this seventy-fifth omnibus objection to claims (the “Objection”) pursuant to section 502(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 3007(d) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and this Court’s order approving procedures for the filing of omnibus objections to proofs of claim filed in these Chapter 11 Cases (the “Procedures Order”) [Docket No. 3294], and seeks entry of an order (the “Proposed Order”), in a form substantially similar to that attached hereto as Exhibit 1, to disallow and expunge the claims listed on Exhibit A¹ annexed to the Proposed Order. In support of this Objection, the Trust submits the Declaration of Deanna Horst, Chief Claims Officer for the ResCap Liquidating Trust (the “Horst Declaration,” attached hereto as Exhibit 2), and the Declaration of Norman S. Rosenbaum of Morrison & Foerster LLP, counsel to the Trust (the “Rosenbaum Declaration,” attached hereto as Exhibit 3).

2. The Trust examined the proofs of claim identified on Exhibit A to the Proposed Order and determined that the proofs of claim listed on Exhibit A (collectively, the “No Liability Borrower Claims”) are not liabilities of the Debtors. This determination was made after the holders of the No Liability Borrower Claims were given an opportunity under the

¹ Claims listed on Exhibit A are reflected in the same manner as they appear on the claims register maintained by KCC (defined herein).

Procedures Order to supply additional documentation to substantiate their respective claims. Accordingly, the Trust seeks entry of the Proposed Order disallowing and expunging the No Liability Borrower Claims from the Claims Register.

3. The proofs of claim identified on Exhibit A annexed to the Proposed Order solely relate to claims filed by current or former borrowers (collectively, the “Borrower Claims” and each a “Borrower Claim”). As used herein, the term “Borrower” means a person who is or was a mortgagor under a mortgage loan originated, serviced, and/or purchased or sold by one or more of the Debtors.²

4. The Trust expressly reserves all rights to object on any other basis to any No Liability Borrower Claim as to which the Court does not grant the relief requested herein.

JURISDICTION

5. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

BACKGROUND

General Case Background

6. On May 14, 2012 (the “Petition Date”), each of the Debtors filed a voluntary petition in this Court for relief under chapter 11 of the Bankruptcy Code. These Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b).

7. On May 16, 2012, the United States Trustee for the Southern District of New York appointed a nine member official committee of unsecured creditors [Docket No. 102] (the “Creditors’ Committee”).

² The terms “Borrower” and “Borrower Claims” are identical to those utilized in the Procedures Order [Docket No. 3294].

8. On December 11, 2013, the Court entered the *Order Confirming Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC et al. and the Official Committee of Unsecured Creditors* (the “Confirmation Order”) approving the terms of the Chapter 11 plan, as amended (the “Plan”), filed in these Chapter 11 Cases [Docket No. 6065]. On December 17, 2013, the effective date of the Plan occurred, and, among other things, the Trust was established [Docket No. 6137].

9. The Plan provides for the creation and implementation of the Trust, which is established for the benefit of Borrowers who filed Borrower Claims to the extent such claims are ultimately allowed either through settlement with the Borrower Claims Trustee or pursuant to an Order of the Court. See Plan, at Art. IV.F. The Trust was established to, among other things, “(i) direct the processing, liquidation and payment of the Allowed Borrower Claims in accordance with the Plan, and the distribution procedures established under the Borrower Claims Trust Agreement, and (ii) preserve, hold, and manage the assets of the Borrower Claims Trust for use in satisfying Allowed Borrower Claims.” See id.

Claims-related Background

10. On May 16, 2012, the Court entered an order [Docket No. 96] appointing Kurtzman Carson Consultants LLC (“KCC”) as the notice and claims agent in these Chapter 11 Cases. Among other things, KCC is authorized to (a) receive, maintain, and record and otherwise administer the proofs of claim filed in these Chapter 11 Cases and (b) maintain the official claims register for the Debtors (the “Claims Register”).

11. On August 29, 2012, this Court entered an order approving the Debtors’ motion to establish procedures for filing proofs of claim in the Chapter 11 Cases [Docket No. 1309] (the “Bar Date Order”). The Bar Date Order established, among other things, (i) November 9, 2012 at 5:00 p.m. (Prevailing Eastern Time) as the deadline to file proofs of

claim by virtually all creditors against the Debtors (the “General Bar Date”) and prescribing the form and manner for filing proofs of claim; and (ii) November 30, 2012 at 5:00 p.m. (Prevailing Eastern Time) as the deadline for governmental units to file proofs of claim (the “Governmental Bar Date”). Bar Date Order ¶¶ 2, 3. On November 7, 2012, the Court entered an order extending the General Bar Date to November 16, 2012 at 5:00 p.m. (Prevailing Eastern Time) [Docket No. 2093]. The Governmental Bar Date was not extended.

12. On March 21, 2013, the Court entered the Procedures Order, which authorizes the Debtors to, among other things, file omnibus objections to no more than 150 claims at a time, on various grounds, including those set forth in Bankruptcy Rule 3007(d) and those additional grounds set forth in the Procedures Order. See Procedures Order at 2-3.

13. Based on substantial input from counsel to the Creditors’ Committee and its special counsel for Borrower issues, SilvermanAcampora LLP (“Special Counsel”), the Procedures Order includes specific protections for Borrowers and sets forth a process for the Debtors or any successor in interest to follow before objecting to certain categories of Borrower Claims (the “Borrower Claim Procedures”). The Borrower Claim Procedures provide, *inter alia*, that prior to objecting to Borrower Claims filed with no or insufficient documentation, the Debtors must send each such Borrower claimant a letter requesting additional documentation in support of the purported claim (the “Request Letter”). See Procedures Order at 4.

14. Beginning in May of 2013, the Debtors sent Request Letters, substantially in the form as those attached as Exhibit 4, to those Borrowers who filed the No Liability Borrower Claims with insufficient documentation. The Request Letters state that the claimant must respond within thirty (30) days (the “Response Deadline”) with an explanation that states the legal and factual reasons why the claimant believes it is owed money or is entitled to other relief from the Debtors and the claimant must provide copies of any and all documentation that

the claimant believes supports the basis for its claim. See Request Letters at 1. The Request Letters further state that if the claimant does not provide the requested explanation and supporting documentation within 30 days, then the Debtors may file a formal objection to the claimant's claim, seeking to have the claim disallowed and permanently expunged. Id.

15. The Response Deadline has passed, and the Debtors and the Trust either did not receive any response to the Request Letters or received insufficient information to establish a basis for liability with respect to the applicable No Liability Borrower Claims. See Horst Declaration at ¶ 4.

**THE NO LIABILITY BORROWER CLAIMS
SHOULD BE DISALLOWED AND EXPUNGED**

16. Based upon its review of the No Liability Borrower Claims identified on Exhibit A annexed to the Proposed Order, the Trust determined that they do not represent valid prepetition claims against the Debtors and should be expunged. If the No Liability Borrower Claims are not disallowed and expunged, then the parties who filed these proofs of claim may receive a wholly improper recovery to the detriment of other Borrowers who hold valid claims. See Horst Declaration ¶ 8.

17. Section 501(a) of the Bankruptcy Code provides that “[a] creditor . . . may file a proof of claim.” 11 U.S.C. § 501(a). “The proof of claim, if filed in accordance with section 501 and the pertinent Bankruptcy Rules, constitutes prima facie evidence of the validity and amount of the claim under Federal Rule of Bankruptcy 3001(f) and Code section 502(a).” 4 COLLIER ON BANKRUPTCY ¶ 502.02[3][f] (Alan N. Resnick & Henry J. Sommer eds., 16th ed. rev. 2013). Section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that a claim may not be allowed to the extent that “such a claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law” 11 U.S.C. § 502(b)(1).

18. If an objection refuting at least one of the claim's essential allegations is asserted, however, the claimant has the burden to demonstrate the validity of the claim. See In re Oneida Ltd., 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009); In re Adelphia Commc'ns Corp., Case No. 02-41729 (REG), 2007 Bankr. LEXIS 660, at *15 (Bankr. S.D.N.Y. Feb. 20, 2007); In re Rockefeller Ctr. Props., 272 B.R. 524, 539 (Bankr. S.D.N.Y. 2000).

19. The Debtors and the Trust diligently analyzed the No Liability Borrower Claims and the allegations set forth therein and examined the Debtors' books and records in order to assess the alleged liabilities asserted. See Horst Declaration at ¶¶ 3-5. In addition, the Debtors sent Request Letters to those claimants who filed No Liability Borrower Claims with insufficient supporting documentation to allow such claimants to provide additional support for their claims. The holders of the No Liability Borrower Claims that received Request Letters either failed to respond to the letters or failed to provide sufficient information to substantiate their claims. See id. at ¶ 4.

20. The Trust's specific factual and/or legal reason(s) for objecting to the allowance of each No Liability Borrower Claim is set forth on Exhibit A to the Proposed Order under the heading titled "*No Liability Summaries.*" In general, the Trust's objection to each No Liability Borrower Claim falls under one or more of the following thirteen categories:

- (i) **General No Liability.** This category includes claims:
- relating to requests to reduce or forgive outstanding loan balances or to reduce interest rates;
 - asserting that a Debtor is responsible for liabilities of non-Debtor entities;
 - for which the claimants have, subsequent to filing the claims, admitted to the Debtors or Special Counsel that the Debtors have no liability; or
 - that otherwise do not constitute a valid obligation of the Debtors (collectively, the "General No Liability Claims").

To assess the validity of these claims, the Trust reviewed the Debtors' books and records, including (a) the claimant's transaction history showing the payments the claimant has made and the Debtors' application of those payments to principal, interest, fees, and escrows, as applicable (the "Loan Payment History"), (b) the Debtors' records tracking the history of the servicing of the claimant's loan, including but not limited to

documenting instances of i) communication with the claimant, ii) letters and notices sent by the Debtors to the claimant, and iii) the Debtors' efforts to foreclose, conduct loss mitigation efforts, inspect properties, pay taxes and insurance on behalf of the claimant, and other standard servicing activity (collectively, the "Internal Servicing Notes"), and (c) other records as applicable. See Horst Decl. at ¶ 7(i). Based on its review, the Trust has determined that the Debtors are not liable for the General No Liability Claims. See id.

To substantiate this determination, the Trust is prepared to provide the Court and each claimant whose claim is identified as a General No Liability Claim on Exhibit A to the Proposed Order, upon their respective request, with copies of one or more³ of the following types of documents, each of which were prepared or kept by the Debtors in the course of their regularly conducted business activities:

- Loan Payment History;
- Internal Servicing Notes currently accessible to the Trust;
- Note and riders to the Note, if applicable;
- Mortgage/Deed of Trust; or
- Other documents that are relevant to the reconciliation of the claim.⁴

- (ii) **General Servicing Issues**. This category includes claims based on general servicing issues, including assertions that a Debtor misapplied mortgage payments, provided incorrect information or reporting to the claimant, made improper collection calls, failed to release a lien on a timely basis, failed to respond to Qualified Written Requests, wrongfully transferred servicing or wrongfully sold the claimant's loan (the "General Servicing Issues Claims"). To assess the validity of these claims, the Trust reviewed Internal Servicing Notes, Loan Payment History, letters between the Debtors and the applicable Borrower(s), executed mortgage notes and deeds of trust, and other relevant documents. See Horst Decl. at ¶ 7(ii).

Based on its review, the Trust has determined that the General Servicing Issues Claims are not valid obligations of the Debtors because: (a) the alleged events involving General Servicing Issues never took place; (b) the Debtor remedied the alleged error or mishandling, and as a result, the Claimant did not incur any damages or failed to provide evidence of damages; and/or (c) the Debtor acted properly in servicing the loan, in accordance with the Debtors standard policies and procedures and the terms of the executed note and deed of trust. See id.

³ Generally, for the purpose of clarification, the Trust is not suggesting that the listed documents in the respective objection categories are relevant to every Claim; rather, the Trust will provide the claimant and the Court with copies of only those relevant documents presently in its possession that substantiate the stated reason(s) for disallowance.

⁴ Generally, the production of documents by the Trust (to claimants under any of the stated objection categories) will be subject to all applicable privileges, including without limitation, attorney-client, and where necessary, will be subject to a mutually acceptable Confidentiality Agreement.

To substantiate this determination, the Trust is prepared to provide the Court and each claimant whose claim is identified as a General Servicing Issues Claim on Exhibit A to the Proposed Order, upon their respective request, with copies of one or more of the following types of documents, each of which were prepared or kept by the Debtors' in the course of their regularly conducted business activities:

- Loan Payment History;
- Internal Servicing Notes currently accessible to the Trust;
- Note and riders to the Note, if applicable;
- Mortgage/Deed of Trust;
- Debtors' written communications to the claimant;
- Copies of lien releases; or
- Other documents that are relevant to the reconciliation of the claim.

(iii) **Origination Issues**. This category includes claims based on loan origination issues, which include, without limitation, claims relating to disputes regarding the loan application and closing process, disclosures, loan terms, rights of rescission or a purportedly defective title exam. To assess the validity of these claims (the "Origination Issues Claims"), the Trust reviewed the Debtors' books and records, including the claimants' executed mortgage notes, to determine whether any Debtor was involved in the origination of the applicable loans. See Horst Decl. at ¶ 7(iii).

Based on its review of the Debtors' books and records and its review of applicable state and federal law, the Trust determined that the Debtors are not liable for the Origination Issues Claims because no Debtor entity was involved in the origination of the applicable loans and vicarious liability cannot be imputed to any Debtor in its capacity as servicer or assignee of the loans.⁵ See id.

To substantiate this determination, the Trust is prepared to provide the Court and each claimant whose claim is identified as an Origination Issues Claim on Exhibit A to the Proposed Order, upon their respective request, with copies of one or more of the following types of documents, each of which were prepared or kept by the Debtors in the course of their regularly conducted business activities:

- Internal Servicing Notes currently accessible to the Trust;
- Note and riders to the Note, if applicable;
- Mortgage/Deed of Trust;
- Origination File; or
- Other documents that are relevant to the reconciliation of the claim.

(iv) **Escrow Issues**. This category includes claims based on the alleged improper application or calculation of escrow amounts (the "Escrow Issues Claims"). To assess the validity of

⁵ As noted in Exhibit A, to the extent the claimant asserts statutory claims related to origination of the loan, the Trust reviewed the applicable federal and state statutes and determined that such claims against servicers or loan assignees carry no successor liability. To the extent claimant asserts common-law claims, the Trust found no case precedent establishing assignee liability when a party is not involved with the origination of the loan, and the claimant did not provide any specific legal authority to substantiate its allegation.

these claims, the Trust examined the Debtors' books and records, including the Debtors' escrow receipts and payments, the annual escrow analysis sent to Borrowers and any Internal Servicing Notes and written communication between the Debtors and the applicable Borrower(s).

Based on its review, the Trust determined that the Debtors are not liable for the Escrow Issues Claims. See Horst Decl. at ¶ 7(iv). In cases where a claimant asserted that they were owed a refund, the Trust determined that the payments to the Debtors received were all correctly applied. In cases where a claimant asserted that the escrow collected was insufficient to cover the property taxes and insurance, the Trust reviewed the escrow statements issued to the claimant, which outlined the amounts paid that year compared to what was estimated, as well as Internal Servicing Notes to the extent that there was an escrow account added to the loan, and determined that they have no liability as long as all amounts received from the Borrower were accurately recorded because the Borrowers are liable for the taxes and insurance on their real property. In cases where a claimant asserted that it was owed a refund, the Trust looked at (1) the escrow statement issued to the claimant to determine if there was a refund due, (2) the history of the loan to determine if a check was issued for the refund and (3) the internal account notes to determine if there were discussions with the claimant regarding an escrow refund not being received, and found that any refunds due were previously paid. Moreover, to the extent that the Debtors' books and records indicated that the issues asserted by a claimant occurred after the Debtors ceased servicing the underlying loan, the Trust concluded that the Debtors had no liability for the claim. See id.

To substantiate this determination, the Trust is prepared to provide the Court and each claimant whose claim is identified as an Escrow Issues Claim on Exhibit A to the Proposed Order, upon their respective request, with copies of one or more of the following types of documents, each of which were prepared or kept by the Debtors in the course of their regularly conducted business activities:

- Loan Payment History;
- Internal Servicing Notes currently accessible to the Trust;
- Note and riders to the Note, if applicable;
- Mortgage/Deed of Trust;
- Debtors' written communications to the claimant;
- Escrow Statement;
- Loan Modification Agreement, if applicable; or
- Other documents that are relevant to the reconciliation of the claim.

- (v) **Wrongful Foreclosure.** This category includes claims based, either directly or indirectly, on allegations of wrongful foreclosure by the Debtors (the "**Wrongful Foreclosure Claims**"). To assess the validity of these claims, the Trust examined the Debtors' books and records to verify that the Debtors foreclosed properly and, where applicable, took the appropriate loss mitigation steps. Specifically, the Trust reviewed Payment History, Internal Servicing Notes, as well as, where applicable, the claimants' loan modification applications, loan modification approval letters, loan modification denial letters, compliance with loan modifications (trial and/or permanent), compliance with any other payment plans (forbearance and repayment), short sale applications and history, investor

guidelines and/or direction, breach letters, and/or foreclosure related documents. Where a claimant asserted that he or she did not execute the mortgage note, the Trust also examined Internal Servicing Notes to determine whether any previous identity theft claims were alleged, and compared the signatures on other executed documents in the claimant's file, as well as examining the Loan Payment History and any other information in the Debtors' possession including tax records reflecting whether the claimant deducted interest on the mortgage. Moreover, where a Wrongful Foreclosure Claim was based on issues related to a short sale, the Trust further reviewed the Debtors' records to determine whether a short sale approval had been requested, and, if so and if such request was denied, whether the reason for denial was proper.⁶ See Horst Decl. at ¶ 7(v). Based on its review, the Trust determined that the Debtors are not liable for the Wrongful Foreclosure Claims. See *id.*

To substantiate this determination, the Trust is prepared to provide the Court and each claimant whose claim is identified as a Wrongful Foreclosure Claim on Exhibit A to the Proposed Order, upon their respective request, with copies of one or more of the following types of documents, each of which were prepared or kept by the Debtors in the course of their regularly conducted business activities:

- Loan Payment History;
- Internal Servicing Notes currently accessible to the Trust;
- Note and riders to the Note, if applicable;
- Mortgage/Deed of Trust;
- Loan Modification Agreement, if applicable;
- Debtors' written communications to Claimant, including the following, if applicable:
 - Denial Letters,
 - Missing Items Letters,
 - Loan Modification Offers,
 - Signed Modification Agreement(s),
 - Breach of Contract Notice, and
 - Trial, Forbearance, or Foreclosure Repayment Plan Letters;
- Escrow Statement, if applicable;
- Pooling and Servicing Agreements, if applicable; or
- Other documents that are relevant to the reconciliation of the claim.

(vi) **Standing Issues**. This category includes claims alleging that the Debtors lacked the standing to service, foreclose or otherwise enforce the terms of the claimant's loan (the "Standing Issues Claims"). To assess the validity of these claims, the Trust reviewed the Debtors' books and records, including the claimant's mortgage or deed of trust, documents relating to chain of ownership, relevant assignments of interests in the loan, Loan Payment History, and Internal Servicing Notes. See Horst Decl. at ¶ 7(vi). Based on its review, the Trust has determined that the Debtors are not liable for the Standing

⁶ Appropriate reasons for denying a short sale request include, without limitation, a claimant's failure to submit executed sale contracts, a claimant's failure to obtain approval from second lien holders and/or a claimant's short sale request did not comply with the investor's requirements.

Issues Claims because the Debtors had proper authority to service or foreclose the loan and to enforce the terms of the claimant's loan on behalf of the owner of the loan. See id.

To substantiate this determination, the Trust is prepared to provide the Court and each claimant whose claim is identified as a Standing Issues Claim on Exhibit A to the Proposed Order, upon their respective request, with copies of one or more of the following types of documents, each of which were prepared or kept by the Debtors in the course of their regularly conducted business activities:

- Loan Payment History;
- Internal Servicing Notes currently accessible to the Trust;
- Note and riders to the Note, if applicable;
- Mortgage/Deed of Trust;
- Mortgage Assignments;
- Loan Modification Agreement, if applicable;
- Debtors' written communications to Claimant, if applicable; or
- Other documents that are relevant to the reconciliation of the claim.

- (vii) **Interest Rates and Fees Collected.** This category includes claims based on assertions that either (a) interest rates charged to the claimant were incorrect, incorrectly adjusted, or incorrectly not adjusted (the "Interest Rates Claims") or (b) the fees charged to the claimant were incorrect or inappropriate (the "Fees Collected Claims," and together with the Interest Rates Claims, the "Interest Rates and Fees Collected Claims"). To assess the validity of these claims, the Trust reviewed the Debtors' books and records, including the claimant's note, any adjustable rate rider and related documents, notices and/or adjustment letters sent to the claimant, Loan Payment History and fees charged. See Horst Decl. at ¶ 7 (vii).

Based on its review, the Trust has determined that the Debtors are not liable for the Interest Rates and Fees Collected Claims because the interest rates and fees charged were consistent with the governing loan documents, the Debtors' servicing policies, and if applicable, investor guidelines and/or servicing agreements. To substantiate this determination, the Trust is prepared to provide the Court and each claimant whose claim is identified as an Interest Rates Claim or a Fees Collected Claim on Exhibit A to the Proposed Order, upon their respective request, with copies of one or more of the following types of documents, each of which were prepared or kept by the Debtors in the course of their regularly conducted business activities:

- Loan Payment History;
- Internal Servicing Notes currently accessible to the Trust;
- Note and riders to the Note, if applicable;
- Mortgage/Deed of Trust;
- Loan Modification Agreement, if applicable;
- Investor guidelines, if applicable;
- Servicing agreement(s), if applicable;
- Debtors' written communications to the claimant, including, if applicable Rate Adjustment Letters; or
- Other documents that are relevant to the reconciliation of the claim.

- (viii) **Credit Reporting Issues**. This category includes claims that are based, either directly or indirectly, on alleged errors by the Debtors in how they reported the Borrower's loan performance to credit reporting agencies, including claims alleging that the Debtors failed to apply or misapplied mortgage payments resulting in a negative report regarding the Borrower's loan performance (the "Credit Reporting Issues Claims"). To assess the validity of these claims, the Trust examined the Debtors' books and records for evidence that the alleged payments were made, which included reviewing Loan Payment History, Internal Servicing Notes containing information reported to the credit bureaus, prior communications with the credit bureaus, as well as any supporting documentation attached to the Credit Reporting Issues Claims. See Horst Decl. at ¶ 7(vii).

Based on its review, the Trust has determined that the Debtors are not liable for the Credit Reporting Issues Claims. See id. To substantiate this determination, the Trust is prepared to provide the Court and each claimant whose claim is identified as a Credit Reporting Issues Claim on Exhibit A to the Proposed Order, upon their respective request, with copies of one or more of the following types of documents, each of which were prepared or kept by the Debtors in the course of their regularly conducted business activities:

- Loan Payment History;
- Internal Servicing Notes;
- Note and riders to the Note, if applicable;
- Mortgage/Deed of Trust;
- Loan Modification Agreement, if applicable;
- Debtors' written communications to the claimant, if applicable; or
- Other documents that are relevant to the reconciliation of the claim.

- (ix) **Amended and Superseded**. This category includes claims that have been amended and superseded by at least one subsequently-filed, corresponding claim by the same creditor (the "Amended Claims").

Claims that are amended and superseded by subsequent proofs of claim filed by the same creditor are routinely disallowed and expunged. See, e.g., In re Enron Corp., Case No. 01 B 16034 (AJG), 2005 WL 3874285, at *1 n.1 (Bankr. S.D.N.Y. Oct. 5, 2005) (noting that "[i]n as much as the Initial Claim was amended and superseded by the Amended Claim, it was disallowed and expunged . . ."); In re Best Payphones, Inc., Case No. 01-15472, 2002 WL 31767796, at *4, 11 (Bankr. S.D.N.Y. Dec. 11, 2002) (expunging amended, duplicative claim).

To confirm that a claim was amended and superseded by subsequently-filed claims, the Trust validated that (a) the claimant's assertions in subsequently-filed claim(s) included all of the assertions made in the Amended Claim, or if applicable (b) the claimant expressly stated within the subsequently-filed claim their intention to amend or replace the Amended Claim. See Horst Decl. at ¶ 7(ix).

- (x) **Insufficient Documentation**. This category includes claims that either (a) fail to identify the amount of the claim and the basis for claim, or (b) identify the claim amount but do

not provide an explanation or attach any supporting documentation to substantiate the claim amount (the “Insufficient Documentation Claims”).

The Debtors sent Request Letters in connection with all of the Insufficient Documentation Claims to the either the property address or email address marked on the proof of claim by Claimant as the “address where notices should be sent”. See Horst Decl. at ¶ 7(x). In each instance, Claimant either failed to respond or provided insufficient information to establish a basis for liability. As a result, the Claimant has failed to satisfy its initial burden to state a claim against the Debtors and therefore, the Trust has no liability for the Insufficient Documentation Claims. See *id.*

To substantiate this determination, the Trust is prepared to provide the Court and each claimant whose claim is identified as an Insufficient Documentation Claim on Exhibit A to the Proposed Order, upon their respective request, with copies of the Request Letters prepared by the Debtors. See *id.*

- (xi) **Estoppel by Waiver**. This category includes claims (the “Waived Claims”) that are barred from relief under the doctrine of judicial estoppel. Judicial estoppel applies when (i) a party asserts a position in a proceeding, but thereafter assumes a contrary position, and (ii) such inconsistencies create the inference the court has been misled. See New Hampshire v. Maine, 532 U.S. 742, 749 (2001). Pursuant to 11 U.S.C. § 521(1), a debtor is required to disclose all of his/her actual or potential assets, which would include any known causes of action. See 11 U.S.C. §§ 521(1), 1306; Chartschlaa v. Nationwide Mut. Ins. Co., 538 F.3d 116 (2d Cir. 2008) (citing 11 U.S.C. §§ 521(a)(1)(B)(i), (iii)); Rosenshein v. Kleban, 918 F. Supp. 98 (S.D.N.Y. 1996). “If the debtor has enough information ... prior to confirmation to suggest that it may have a possible cause of action, then it is a ‘known’ cause of action such that it must be disclosed.” In re Coastal Plains, 179 F.3d 197, 208 (5th Cir. 1999) (citations omitted). Undisclosed assets automatically remain property of the estate, and as a result, even after discharge of the bankruptcy estate, the debtor lacks standing to pursue a claim that he failed to disclose. See Rosenshein, 918 F. Supp. at 103.

This Court, following numerous other courts in this circuit, has applied the doctrine of judicial estoppel to disallow and expunge claims where the claimant failed to disclose the claim in their own bankruptcy proceeding. See *Memorandum Opinion and Order Sustaining Objection and Expunging Claim No. 4443 by Corla Jackson* [Docket No. 6363]. Similarly, each of the Claimants asserting a Waived Claim failed to affirmatively assert the Waived Claim in his or her respective bankruptcy cases (all of which have been closed). As a result, each Claimant effectively waived the right to assert his or her Waived Claim and is estopped from bringing those same claims in the Debtors’ Chapter 11 cases. See Horst Decl. at ¶ 7(xi). Additionally, even if the Waived Claims were not barred by judicial estoppel, none of the Claimant’s that filed Waived Claims have standing to pursue them because the Waived Claims are property of each Claimant’s bankruptcy estate. As a result, the Waived Claims are also barred for lack of standing.

With respect to the Waived Claims, the Trust examined the proofs of claims in conjunction with public bankruptcy records and validated that:

- (a) Claimant filed for individual bankruptcy protection and received a discharge,
 - (b) the basis for claim comprising each of the Waived Claims involves assertions and alleged damages that occurred prior to either (i) Claimant's respective individual bankruptcy filing(s) or (ii) Claimant's filing of amended schedules in those cases,
 - (c) Claimant did not include the Waived Claims in the schedule of assets filed by Claimant in their bankruptcy case(s), and
 - (d) Claimant never raised such claims in any other proceeding during their individual bankruptcy case (e.g., an adversary proceeding). See id.
- (xii) **Res Judicata**. This category includes claims related to litigation that has already been adjudicated (the "Res Judicata Claims"). The Trust diligently reviewed the case notes from the Debtors' internal electronic case management system and the Debtors' internal files, relating to the litigation, including relevant underlying documents such as the note, loan agreement and/or deed of trust (the "Litigation File"). In each case, the Debtors or the Liquidating Trust (on behalf of the Trust) as applicable, supplemented the Litigation File by reaching out to the outside counsel who previously handled the litigation for the Debtors to obtain a current update as to the status of the litigation, as well as copies of any relevant case dockets, complaints, answers, counterclaims, motions, responsive pleadings, judgments, orders, and any other relevant documents relating to the underlying litigation. The allegations set forth in each Res Judicata Claim were compared to the information contained in the Litigation Files (as supplemented with information provided by outside counsel), as well as the Debtors' Books and Records. See Horst Decl. at ¶ 7(xii).

The Doctrine of res judicata provides that "a final judgment on the merits of an action precludes the parties or their privies from relitigating issues that were or could have been raised in that action." Burgos v. Hopkins, 14 F.3d 787, 789 (2d. Cir. 1994) (quoting Allen v. McCurry, 449 U.S. 90, 94 (1980)). See also Fla. Dep't of Transp. v. Juliano, 801 So. 2d 101, 105 (Fla. 2001) (stating the rule in Florida); Velasquez v. Franz, 123 N.J. 498 (1991) (stating the rule in New Jersey); Bell v. Bd. Of Supervisors, Cnty. Of Monterey, 990 F.2d 1255 (9th Cir. 1993) (stating the rule in California); Bostick v. CMM Props. Inc., 755 S.E.2d 895 (Ga. Ct. App. 2014) (stating the rule in Georgia). Moreover, when a judgment is issued by a state court, the preclusive effect of such determination "in a subsequent federal action is determined by the rules of the state where the prior action occurred" New York v. Sokol (In re Sokol), 113 F.3d 303, 306 (2d Cir. 1997) (citing 28 U.S.C. § 1738); see, e.g., Taylor v. Sturgell, 553 U.S. 880 (2008). Therefore, "[i]n applying the doctrine of res judicata, [a court] must keep in mind that a state court judgment has the same preclusive effect in federal court as the judgment would have had in state court." Burka v. N.Y.C. Transit Auth., 32 F.3d 654, 657 (2d. Cir. 1994) (citation omitted); see, e.g., Kremer v. Chem. Constr. Corp., 456 U.S. 461 (1982).

The Res Judicata Claims are comprised of claims related to litigation that has already been adjudicated between the Claimant and the Debtors by a state or bankruptcy court. In each case, the Court either dismissed the claimant's complaint with prejudice, granted foreclosure over the defenses presented by the Claimant, or affirmed the Debtors' rights that are contested by the Claimant. The basis for each Res Judicata Claim is the same as

the allegations made in the underlying litigation that were previously adjudicated on the merits by state or bankruptcy courts.

- (xiii) **Loan Modification**. This category includes claims based on loan modification issues (the “Loan Modification Claims”), which allege, among other things, that the Debtors (a) failed to provide a loan modification,⁷ or (b) provided a loan modification, but the claimant believes the terms of the modification were not as favorable to the claimant as those to which claimant believed he or she was entitled. To assess the validity of these claims, the Trust examined the Debtors’ books and records to verify that the Debtors followed the applicable investor guidelines and policies regarding loan modifications. Specifically, the Trust reviewed Internal Servicing Notes, Loan Payment History, and, where applicable, loan modification agreements, loan modification applications, loan modification denial letters, loan modification approval letters, the claimant’s compliance with modifications (trial and/or permanent) and any instructions or guidelines provided by the investor for the claimant’s loan. See Horst Decl. at ¶ 7(xiii).

Based on its review, the Trust determined that the Debtors are not liable for the Loan Modification Claims because: (a) in cases where a loan modification request was denied, the Debtors complied with the applicable investor guidelines and policies governing the loan modification process; (b) in the cases where the claimant obtained a loan modification, the claimant was not damaged by the loan modification assistance provided; and (c) in the cases where the claimant disputes the terms of his or her loan modification, the Trust verified that (i) the claimant agreed to the terms by executing the underlying agreement, and (ii) the Debtors administered or serviced the loan modification in accordance with the governing loan documents, the Debtors’ servicing policies, and if applicable, investor guidelines and/or servicing agreements. See id.

To substantiate this determination, the Trust is prepared to provide the Court and each claimant whose claim is identified as a Loan Modification Claim on Exhibit A to the Proposed Order, upon their respective request, with copies of one or more of the following types of documents, each of which were prepared or kept by the Debtors in the course of their regularly conducted business activities:

- Loan Payment History;
- Internal Servicing Notes currently accessible to the Trust;
- Note and riders to the Note, if applicable;
- Mortgage/Deed of Trust;
- Loan Modification Agreement, if applicable;
- Investor guidelines, if applicable;
- Servicing agreement(s), if applicable;

⁷ As a regular part of the Debtors’ business practices, the Debtors offered mortgage loan modifications to Borrowers in financial distress, pursuant to certain guidelines established by the investors (“Traditional Modifications”). The Home Affordable Modification Program (“HAMP”) is an administrative program that was implemented in April 2009 by the United States Treasury Department to help eligible homeowners with loan modifications on their home mortgage debt. HAMP provided the Debtors with an additional type of loan modification (a “HAMP Modification”) for assisting eligible Borrowers experiencing financial distress.

- Workout Packages;
- Debtors' written communications to Claimant, including the following, if applicable:
 - Denial Letters,
 - Missing Items Letters,
 - Loan Modification Offers,
 - Signed Mod Agreement(s),
 - Breach of Contract Notice(s), and
 - Trial, Forbearance, or Foreclosure Repayment Plan Letters;
- Escrow Statement; or
- Other documents that are relevant to the reconciliation of the claim.

21. To prevent the claimants that filed the No Liability Borrower Claims from receiving improper recoveries to the detriment of other Borrowers holding valid claims, the Trust requests that the Court disallow and expunge in their entirety each of the No Liability Borrower Claims.

NOTICE

22. The Trust has served notice of this Objection in accordance with the Case Management Procedures entered on May 23, 2012 [Docket No. 141] and the Procedures Order. The Trust submits that no other or further notice need be provided.

NO PRIOR REQUEST

23. No previous request for the relief sought herein as against the holders of the No Liability Borrower Claims has been made by the Trust to this or any other court.

(Signature Page to Follow)

CONCLUSION

WHEREFORE, the Trust respectfully requests that the Court enter an order substantially in the form of the Proposed Order granting the relief requested herein and granting such other relief as is just and proper.

Dated: September 17, 2014
New York, New York

/s/ Norman S. Rosenbaum

Norman S. Rosenbaum

Jordan A. Wishnew

MORRISON & FOERSTER LLP

250 West 55th Street

New York, New York 10019

Telephone: (212) 468-8000

Facsimile: (212) 468-7900

*Counsel for The ResCap Borrower
Claims Trust*

Hearing Date and Time: November 13, 2014 at 10:00 a.m. (Prevailing Eastern Time)
Response Date and Time: October 17, 2014 at 4:00 p.m. (Prevailing Eastern Time)

MORRISON & FOERSTER LLP

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Norman S. Rosenbaum
Jordan A. Wishnew
Jessica J. Arett

*Counsel for The ResCap Borrower Claims
Trust*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re:	)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u>,	)	Chapter 11
)	
Debtors.	)	Jointly Administered
-----)	

**NOTICE OF THE RESCAP BORROWER CLAIMS TRUST'S
SEVENTY-FIFTH OMNIBUS OBJECTION TO CLAIMS
(NO LIABILITY BORROWER CLAIMS)**

PLEASE TAKE NOTICE that the undersigned have filed the attached *ResCap Borrower Claims Trust's Seventy-Fifth Omnibus Objection to Claims (No Liability Borrower Claims)* (the "Omnibus Objection"), which seeks to alter your rights by disallowing your claim against the above-captioned Debtors.

PLEASE TAKE FURTHER NOTICE that a hearing on the Omnibus Objection will take place on **November 13, 2014 at 10:00 a.m. (Prevailing Eastern Time)** before the Honorable Martin Glenn, at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408, Room 501.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Omnibus Objection must be made in writing, conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Notice, Case Management, and Administrative Procedures approved by the Bankruptcy Court [Docket No. 141], be filed electronically by registered users of the Bankruptcy Court's electronic case filing system, and be served, so as to be received no later than **October 17, 2014 at 4:00 p.m. (Prevailing Eastern Time)**, upon: (a) Chambers of the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408; (b) counsel to the ResCap Borrower Claims Trust, Morrison & Foerster LLP, 250 West 55th Street, New York, NY 10019 (Attention: Norman S. Rosenbaum, Jordan A. Wishnew, and Jessica J. Arett); (c) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014 (Attention: Linda A. Riffkin and Brian S. Masumoto); (d) The ResCap Borrower Claims Trust, Polsinelli PC, 900 Third Avenue, 21st Floor, New York, NY 10022, (Attn: Daniel J. Flanigan) and (e) The ResCap Liquidating Trust, Quest Turnaround Advisors, 800 Westchester Avenue, Suite S-520, Rye Brook, NY 10573 (Attention: Jeffrey Brodsky).

PLEASE TAKE FURTHER NOTICE that if you do not timely file and serve a written response to the relief requested in the Omnibus Objection, the Bankruptcy Court may deem any opposition waived, treat the Omnibus Objection as conceded, and enter an order granting the relief requested in the Omnibus Objection without further notice or hearing.

Dated: September 17, 2014
New York, New York

Respectfully Submitted,

/s/ Norman S. Rosenbaum
Norman S. Rosenbaum
Jordan A. Wishnew
Jessica J. Arett
MORRISON & FOERSTER LLP
250 West 55th Street
New York, New York 10019
Telephone: (212) 468-8000
Facsimile: (212) 468-7900

*Counsel for The ResCap Borrower
Claims Trust*

Exhibit 1

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

)
)
)
)
)
)
)

Case No. 12-12020 (MG)

Chapter 11

Jointly Administered

**ORDER GRANTING RESCAP BORROWER CLAIMS TRUST’S SEVENTY-FIFTH
OMNIBUS OBJECTION TO CLAIMS (NO LIABILITY BORROWER CLAIMS)**

Upon the seventy-fifth omnibus objection to claims (the “Objection”)¹ of the ResCap Borrower Claims Trust (the “Trust”), established pursuant to the terms of the confirmed Plan filed in the above-referenced Chapter 11 cases, as successor in interest to the Debtors for Borrower Claim matters, seeking entry of an order, pursuant to section 502(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 3007(d) of the Federal Rules of Bankruptcy Procedure, and this Court’s order approving procedures for the filing of omnibus objections to proofs of claim [Docket No. 3294] (the “Procedures Order”), disallowing and expunging the No Liability Borrower Claims, all as more fully described in the Objection; and it appearing that this Court has jurisdiction to consider the Objection pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Objection and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Objection having been provided, and it appearing that no other or further notice need be provided; upon consideration of the Objection and the *Declaration of Deanna Horst in Support of the ResCap Borrower Claims Trust’s Seventy-Fifth*

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Objection.

Omnibus Objection to Claims (No Liability Borrower Claims) annexed thereto as Exhibit 2, and the *Declaration of Norman S. Rosenbaum in Support of the ResCap Borrower Claims Trust's Seventy-Fifth Omnibus Objection to Claims (No Liability Borrower Claims)*, annexed thereto as Exhibit 3; and the Court having found and determined that the relief sought in the Objection is in the best interests of the Trust, the Trust's constituents, the Debtors, and other parties in interest and that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and the Court having determined that the Objection complies with the Borrower Claim Procedures set forth in the Procedures Order; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the relief requested in the Objection is granted to the extent provided herein; and it is further

ORDERED that, pursuant to section 502(b) of the Bankruptcy Code, the claims listed on Exhibit A annexed hereto (collectively, the "No Liability Borrower Claims") are disallowed and expunged with prejudice; and it is further

ORDERED that Kurtzman Carson Consultants LLC, the Debtors' claims and noticing agent, is directed to disallow and expunge the No Liability Borrower Claims identified on the schedule attached as Exhibit A hereto so that such claims are no longer maintained on the Claims Register; and it is further

ORDERED that the Trust is authorized and empowered to take all actions as may be necessary and appropriate to implement the terms of this Order; and it is further

ORDERED that notice of the Objection, as provided therein, shall be deemed good and sufficient notice of such objection, and the requirements of Bankruptcy Rule 3007(a),

the Case Management Procedures entered on May 23, 2012 [Docket No. 141], the Procedures Order, and the Local Bankruptcy Rules of this Court are satisfied by such notice; and it is further

ORDERED that this Order has no res judicata, estoppel, or other effect on the validity, allowance, or disallowance of any claim not listed on Exhibit A annexed to this Order, and the Trust's and any party in interest's right to object on any basis are expressly reserved with respect to any such claim not listed on Exhibit A annexed hereto; and it is further

ORDERED that this Order shall be a final order with respect to each of the No Liability Borrower Claims identified on Exhibit A annexed hereto, as if each such No Liability Borrower Claim had been individually objected to; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: _____, 2014
New York, New York

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

In re RESIDENTIAL CAPITAL, LLC, et al. (CASE NO. 12-12020 (MG)) (JOINTLY ADMINISTERED)
SEVENTY-FIFTH OMNIBUS OBJECTION - NO LIABILITY BORROWER CLAIMS

	Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
1	Michael Wheeler 1728 Victoria Way NW Kennesaw, GA 30152	4940 11/15/2012	\$2,180,000.00 General Unsecured	Homecomings Financial, LLC 12-12042	Escrow Issues, Res Judicata	<p>Claimant's loan on the Victoria Way property was originated by Terrace Mortgage Company on September 26, 2002. Debtor Residential Funding Company purchased the loan from Terrace Mortgage. Debtor transferred its interest when the loan was securitized on or about December 1, 2002 where JP Morgan Chase Bank was appointed as Trustee. Debtor Homecomings Financial serviced the loan on the Victoria Lane property from October 30, 2002 until servicing transferred to GMAC Mortgage, LLC on July 1, 2009. GMAC Mortgage serviced Claimant's loan on the Victoria Way property until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. Debtor's involvement with Claimant's loans was limited to its roles as purchaser and servicer.</p> <p>Claimant's loan on the London Court property was originated by Equifirst Corporation on August 4, 2004. Debtor Residential Funding Company purchased the loan from Equifirst. Debtor transferred its interest when the loan was securitized on or about December 1, 2004 where JP Morgan Chase Bank was appointed as Trustee. Debtor Homecomings Financial serviced Claimant's loan on the London Court property from December 9, 2004 until servicing transferred to GMAC Mortgage, LLC on July 1, 2009. GMAC Mortgage serviced until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013.</p> <p>Claimant attaches to his POC a complaint filed in Superior</p>	10

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>Court of Cobb County, GA Case No. 05-01-10429-34. The case was administratively closed on July 5, 2012.</p> <p>Claimant filed for stay relief which was granted on February 13, 2013, <u>see</u> docket #2896 Order Granting Limited Stay Relief. The Order granted Claimant relief to proceed in the state court action to resolve the litigation through to judgment. The only remaining issue in the litigation was related to allegations related to a misapplied insurance payment from the Claimant's escrow account. In the proof of claim, it is unclear how the Claimant was damaged by these specific allegations. All other claims were dismissed on Summary Judgment on February 10, 2009 and July 16, 2012 (and the time for appeal has passed). A copy of both orders is attached to the Objection as <u>Exhibit 5-1</u>. These claims, to the extent Claimant is attempting to reassert them, are therefore barred by the doctrine of res judicata. Claimant filed with the Superior Court a copy of the Bankruptcy Court Order granting stay relief on July 24, 2013. Claimant, however, did not contact the clerk of court to reopen the case nor has he taken any further action in the Superior Court case. On May 28, 2014 counsel for Debtor sent Claimant a letter inquiring of his intentions in the Superior Court action and informed him that if no action was taken to prosecute that Superior Court case, as allowed in the February 2013 Order, that Debtor would file an objection to the proof of claim. No response was received by Claimant and there has been no activity on the Superior Court docket.</p> <p>Debtor has no liability for Claimant's escrow claim because Debtor's records show both the London Court and Victoria Way loans were set up with an escrow account. On or about April 6, 2005, Debtor made a payment from the London Court escrow account in the</p>	

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						amount of \$774.64 payable to the Insurance Store in Marietta, Georgia, as agent for Auto-Owners Insurance Company ("Auto-Owners"). At the time of the payment, Debtor had confirmation that only London Court was insured with Auto-Owners. It is believed that Auto-Owners credited the \$774.64 towards payment of the Victoria Way premium in error, as Auto-Owners had a policy in place on that property as well and Homecomings also serviced that loan. According to Claimant, the Victoria Way policy was due in April while the London Court policy was due in August. Claimant never notified Debtor of the misapplication of the insurance payment.	
2	Marvin E. McDougal, Jr. PO Box 927 Tiburon, CA 94920	5892 11/26/2012	UNLIQUIDATED General Unsecured	GMAC Mortgage, LLC 12-12032	General Servicing Issues, Wrongful Foreclosure, Standing Issues	Debtors' involvement with Claimant's loan was limited to its roles as purchaser and servicer. Loan was originated by All California Mortgage, Inc. on April 24, 2006. Non-debtor GMAC Bank purchased the loan from All California and subsequently transferred its interest to Debtor GMAC Mortgage who transferred its interest to Residential Funding who subsequently transferred its interest when the loan was securitized on or about June 1, 2006 where Deutsche Bank Trust Company was appointed as Trustee. Debtor GMAC Mortgage, LLC serviced the loan from May 11, 2006 until servicing transferred to Ocwen Loan Servicing on February 16, 2013. Claimant asserts "wrongful foreclosure, invalid assignment of note and deed of trust, equitable subrogation, fraud" as the basis for claim in box 2 of the proof of claim form. In response to Debtors' Request Letter, Claimant asserts claims arising from i) Debtors' alleged wrongful "failure to assist (Claimant) in legal action (CV080838) against the County of Marin" (the	8-9, 10-11, 11-12

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>“Marin Lawsuit”), and ii) Debtors’ lack of “standing” with respect to the loan and property at issue. While there is no explanation or justification provided for the asserted claim amount of \$1,650,000, Claimant attached the “Schedule A – Real Property” from Claimant’s Ch. 7 case (case# 10-12725-AJ07, filed July 20, 2010), which lists the current value of Claimant’s interest in 375 North Ferndale at \$1,650,000. As attachment to the Request Letter, Claimant provided several documents, including a copy of a complaint filed by Claimant against County of Marin in connection with a dispute involving the North Ferndale Property.</p> <p>Debtors have no liability for claims arising from Debtors’ purported “failure to assist Claimant in his lawsuit against the County of Marin” because i) Debtors were never party to the lawsuit or involved in any of the allegations cited in the lawsuit, and ii) there is no contractual or legal basis setting forth Debtors’ responsibility “to assist” Claimant with the Marin Lawsuit. Notwithstanding the above, Debtors records show that on numerous occasions Debtors accommodated Claimant’s request to postpone foreclosure to give Claimant time to resolve the Marin Lawsuit.</p> <p>Debtors have no liability for claims involving wrongful foreclosure because Debtors never completed foreclosure on the property. Additionally, in each instance that Debtors proceeded with the foreclosure process, i) Debtors acted appropriately and in accordance with the note and mortgage, and ii) Claimant was significantly past due on his account and had not made arrangements to bring the account current. Debtors have no liability for assertions that Debtor did not have standing to foreclose or service Claimant’s loan on account of an “invalid assignment of note and deed of</p>	

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>trust.” The assignment of mortgage on record properly assigns the mortgage to Deutsche Bank Trust Company Americas as Trustee. Debtor GMACM serviced the loan on behalf of Deutsche Bank Trust Company Americas as Trustee, and the terms of the underlying servicing agreement give GMACM authority as servicer to execute assignments on their behalf. Additionally, the Debtors’ copy of the note shows a proper endorsement chain from All California Mortgage Inc to GMAC Bank, then from GMAC Bank to GMAC Mortgage Corporation, and finally, from GMAC Mortgage Corporation to blank.</p> <p>In support of Debtors’ objection to the proof of claim, Debtors’ records show: Debtors mailed Claimant a breach letter on March 5, 2007 advising Claimant that his account was past due and needed to be brought current to prevent foreclosure. The loan was referred to foreclosure April 12, 2007 as the loan was owing for January through April 2007 payments. Debtors filed a Notice of Default on April 20, 2007 and the foreclosure sale date was set for August 28, 2007.</p> <p>Foreclosure was placed on hold August 21, 2007 because on August 16, 2007 Claimant entered into a forbearance plan with Debtor. Per the terms of the forbearance plan, Debtor agreed to suspend, but not terminate, the foreclosure provided Claimant paid an initial installment of \$28,830 by August 20, 2007, and subsequent monthly payments of \$7,207.50 from September to November 2007. Debtors’ records show that the forbearance plan was prompted by Claimant’s request to forego foreclosure to give Claimant time to resolve the Marin Lawsuit. Claimant made all payments due on the forbearance plan. Claimant never made a subsequent payment on the account. Claimant spoke with Debtors via phone on December 12, 2007 stating he expected to</p>	

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>settle with county out of court before end of year but had been unsuccessful and was now pursuing remedy through the courts. Claimant spoke with Debtors via phone on January 17, 2008 stating he is moving forward with the Marin Lawsuit and would like to set up a new forbearance plan to bring the loan current as the loan was owing for July 2007 payment. Debtors advised Claimant that Claimant needed to submit a workout package to be considered for options, but that Debtor would postpone foreclosure sale date to give Claimant time to submit a package. Debtors postponed the foreclosure sale to February 28, 2008. Debtors spoke with Claimant's authorized attorney, John Sharp, via phone on February 25, 2008. Mr. Sharp advised Debtors that Claimant's efforts in the Marin Lawsuit would help bring Claimant's account current. Based on the statements provided by Mr. Sharp, Debtors postponed the foreclosure to allow more time for Claimant to pursue Marin Lawsuit. Debtors spoke to Claimant via phone on April 25, 2008. Claimant stated he is moving forward with the Marin Lawsuit. Based on statements provided by Claimant, Debtors postponed foreclosure again as an accommodation to Claimant. Borrower made no subsequent payments.</p> <p>The foreclosure hold was removed from the account on June 3, 2009 and the foreclosure sale was scheduled for July 22, 2009. The foreclosure was put on hold again June 30, 2009 to give Claimant more time to resolve the Marin Lawsuit. Borrower made no subsequent payments, and as a result, the foreclosure hold was removed on January 25, 2010 and the sale was set for February 16, 2010. Debtor put the foreclosure on hold again on February 10, 2010. Debtor removed the foreclosure hold on July 20, 2010. Claimant filed Chapter 7 Bankruptcy on July 21,</p>	

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>2010. GMAC was granted relief from the automatic stay on October 28, 2010 and the loan was discharged from bankruptcy November 9, 2010. The sale was canceled and foreclosure was stopped on November 16, 2010 due to the Notice of Default being more than 3 years old and a new Notice of Default needed to be filed. The account was referred to foreclosure on April 13, 2011 and a new Notice of Default was filed on May 9, 2011. The account had a presale redemption period of 6 months which expired on October 10, 2011, meaning Debtors could not set foreclosure sale until after this date. On September 23, 2011, foreclosure attorney set foreclosure sale date for November 7, 2011.</p> <p>On October 13, 2011, Debtors postponed the foreclosure sale to November 21, 2011 to give Claimant more time to resolve the Marin lawsuit. On November 18, 2011 foreclosure was placed on hold again. On October 18, 2012, Claimant's Marin Lawsuit was settled and dismissed. The courts ruled in favor of Marin County and determined Claimant was responsible to make certain repairs to the property and judgment would be issued against the property if Claimant failed to make the repairs by an undisclosed date. No money was awarded to Claimant from the Marin Lawsuit. Claimant made no subsequent payments on the account. At the time Debtor transferred servicing on February 16, 2013, foreclosure had not completed and Claimant was owing for the July 1, 2007 payment.</p>	
3	ROYAL KINGDOM BUILDERS/O SIMON M. WOODY, JR. 205 JAMERSON	3702 11/08/2012	\$1,219,292.64 Secured	Residential Capital, LLC 12-12020	Insufficient Documentati on	<p>Debtors object to claim on grounds of "insufficient documentation" because the information and documents provided by Claimant do not show how Debtors' connection to this claimant gives rise to liability.</p> <p>Claimant asserts "services rendered" as the basis for the</p>	13-14

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
	FARM RD COLLIERVILLE, TN 38017					claim in box 2 of the proof of claim form. No other explanation for basis for claim is included. Claimant attached to the proof of claim i) a UCC financing statement filed by Simon Woody Jr. on June 7, 2012 identifying Simon and Yvette Woody as both "Debtors" and the "Secured Party" in connection with a purported five-hundred million dollar lien against certain collateral, and ii) a truth-in-lending document dated November 22, 2006 showing proposed financing of \$1,219,292.64 from First Magnus Financial Corporation, an Arizona Corporation secured by property at 205 Jamerson Farm Road, Eads, TN 38028. Debtors sent Claimant a Request Letter on June 21, 2013 requesting additional explanation and documentation in support of claim, however, Claimant failed to respond. Notwithstanding the fact that the Claimant failed to state a valid basis for claim, Debtors' searched their books and records with respect to the loan tied to the Woody's and the property referenced in the proof of claim and found no evidence of monies owing to Royal Kingdom Builders or the Woody's.	
4	James P Demetriou 650 South Loop Parkway St. Augustine, FL 32095	5653 11/16/2012	\$1,100,000.00 General Unsecured	GMAC Mortgage, LLC 12-12032	Estoppel by Waiver, Res Judicata, Origination Issues, Credit Reporting, Wrongful Foreclosure	Debtors' involvement with Claimant's loan was limited to its roles as purchaser and servicer. The loan was originated on September 28, 2006 by Mortgage Lenders Network USA, Inc. in the amount of \$555,750.00. Emax Financial Group, LLC ("Emax") purchased the loan from Mortgage Lenders Network USA. Debtor, Residential Funding Company, purchased the loan from Emax. Residential Funding transferred its interest when the loan was securitized on or about February 1, 2007 where US Bank, NA was appointed as Trustee. Debtor Homecomings Financial serviced the loan from February 7, 2007 until servicing transferred to GMAC Mortgage,	9, 10-11, 13, 14-15, 15

Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
					<p>LLC on or about July 1, 2009. Thereafter, GMAC Mortgage LLC serviced the loan until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013.</p> <p>In the proof of claim, Claimant asserts that Debtor "allowed mortgage loan to be made without regard for its required and stated standards" and "expecting Claimant to default". As a result, Claimant asserts that he could not comply with the terms of the mortgage and suffered damages including loss in value of property, negative credit rating, and monetary damages. Claimant provided no evidence in support of the basis for claim or alleged damages. Claimant appears to base the proof of claim on allegations brought by 3rd parties in lawsuits against the Debtors and various non-Debtors that do not specifically involve Claimant. As supporting documentation to the proof of claim, Claimant attached the first page of a lawsuit brought by Financial Guaranty Insurance Company against several of the Debtors (the "FGIC Lawsuit"). In response to Debtors' letter requesting more information and documentation in support of the claim, Claimant states that he "makes the same claims regarding fraud as those espoused and proven by FGIC" in the FGIC Lawsuit. Claimant further asserts damages related to credit reporting, and that Debtor engaged in "robo-signing", "inappropriate use of the MERS system", "defrauding the Court into granting judgment in foreclosure" and that the assignment was not properly notarized and forged by the Debtors.</p> <p>Debtors have no liability for any of the claims noted above because Claimant is estopped from asserting the claims against the Debtors. Debtors' records and research shows that Claimant filed for chapter 7 bankruptcy protection on February 26, 2014 and received an order of discharge on June 20, 2014. Claimant's Chapter 7</p>	

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						<p>bankruptcy schedules do not show any liquidated, unliquidated or contingent claims against any of the Debtors that are consistent with the allegations in the Claimant's proof of claim. The order and schedules are attached to the Objection as <u>Exhibit 6-1</u>. All of the allegations and issues of fact regarding the proof of claim occurred prior to the Claimant's chapter 7 petition date and subsequent discharge. Notwithstanding the fact Claimant is estopped from bringing these claims against Debtors, Debtors have no liability for the claims because the claims have no merit as outlined below.</p> <p>Debtors have no liability to Claimant for any claims arising from the FGIC Lawsuit or any other 3rd party lawsuits brought against Debtors because Claimant was not party to any such lawsuit and Claimant has failed to explain or prove why the lawsuit or the underlying causes of action in those cases give rise to an obligation of any Debtor to Claimant.</p> <p>Debtors have no liability for the assertion that Debtor "allowed mortgage loan to be made expecting Claimant to default and without regard to required standards" because Debtor was not involved in the origination of Claimant's loan. Debtor's records show the loan was originated by Mortgage Lenders Network USA.</p> <p>Debtors have no liability for issues involving credit reporting because Debtors' records show Debtor reported accurate information to the credit bureaus.</p> <p>Debtors have no liability for allegations that Debtor did not have standing to foreclose because these very same claims were adjudicated in Florida State Court in favor of Debtors, and therefore are barred by the doctrine of Res Judicata. Debtors' records show that on June 21, 2007 Debtor Homecomings Financial (acting on behalf of the</p>	

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>investor) filed a foreclosure complaint against Claimant in the 7th Judicial Circuit Court of St. Johns County, Florida (case # CA07-0784; US Bank National Association as Trustee vs. Demetriou, James). At the time of the foreclosure action, Claimant's loan was due for February 1, 2007 payment. On September 1, 2007 Claimant filed an answer to the foreclosure action in which Claimant alleged that Debtor did not have proper standing to foreclose. The court held a judgment hearing on September 2, 2008 and a foreclosure judgment was entered in favor of Plaintiff on September 18, 2008. A copy of the Order is attached to the Objection as <u>Exhibit 5-2</u>. As a result of the above, Claimant is barred by Res Judicata from asserting wrongful foreclosure claims, including wrongful foreclosure on the basis that Debtors' lacked standing to foreclose due to "robo-signing" or alleged deficiencies in the assignment of mortgage. Notwithstanding the above, Debtors have no liability for assertions of wrongful foreclosure because Claimant has failed to demonstrate how they were damaged by this assertion. Debtors' records show that Claimant never lost their home in a foreclosure sale after foreclosure judgment was entered. Additionally, as of July 31, 2014, Ocwen confirms that Claimant has still not made a payment since January 2007.</p> <p>Following the order of judgment in 2008, Debtors' records show the initial foreclosure sale date of December 9, 2008 was postponed as Debtors made a business decision to postpone all foreclosure sales scheduled during the holiday period from November 26, 2008 to January 2009. Thereafter, the foreclosure sale dates were postponed at the direction of either Debtors or the state court in order for Claimant to have time to explore loss mitigation options. According to Ocwen, on</p>	

Case No. 12-12042							Corresponding
	Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Page # in Omnibus Objection
						July 31, 2014, the foreclosure sale was placed on hold due to Claimant filing for Chapter 7 bankruptcy protection. Ocwen advises that they are waiting for a ruling on their motion for relief from the automatic stay.	
5	Sam Palmer 1682 Amarelle Street Thousand Oaks, CA 91321	2761 11/07/2012	\$1,012,500.00 General Unsecured	Homecomings Financial, LLC 12-12042	Wrongful Foreclosure, General no liability	<p>Debtor's involvement with Claimant's loan was limited to originator and servicer. Debtor Homecomings originated the loan on March 30, 2007. Debtor transferred its interest when the loan was securitized on or about May 1, 2007 where Deutsche Bank Trust Company Americas as Trustee. Debtor Homecomings serviced the loan from March 30, 2007 until servicing transferred to Aurora Loan Services on April 1, 2008.</p> <p>Claimant alleges no one explained the terms of the loan. Debtor has no liability for Claimant's origination-based claims because all of those claims, whether based on fraud or TILA, are time barred. The fraud claims are also precluded because they were added to the complaint without leave of court. In addition, Claimant attached to her complaint a copy of the Truth in Lending Disclosure Statement she received and signed at closing, which show what her payments were going to be, as well as copies of the Note and Deed of Trust which disclose the terms of the loan.</p> <p>Debtors have no liability for Claimant's wrongful foreclosure claims because Debtor has no interest in the foreclosure action and did not initiate any foreclosure proceedings against Claimant. Loan was current and due for April 1, 2008 payment at the time servicing transferred to Aurora Loan Services. In addition, any fraud or servicing related claims are time-barred.</p> <p>Claimant filed litigation against Debtor and others in Superior Court of California, County of Ventura, Case No.</p>	7-8, 10-11

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						<p>56-2011-00392361. The litigation was dismissed without leave to amend on January 30, 2012, in addition it was provided that Debtor could seek costs against Claimant (which Debtor did not pursue). Claimant filed an appeal on April 12, 2012 in the Court of Appeals, State of California, Second Appellate Division as No. B240307. The appeal has been stayed as to all parties.</p> <p>Based on the facts and reasons stated above, the proof of claim does not give rise to liability for claims of wrongful foreclosure, fraud in the inducement, fraudulent concealment, declaratory relief or fraud.</p>	
6	<p>Emmanuel Diryawish c/o WPAL</p> <p>3415 S McClintock Rd # 112</p> <p>Tempe, AZ 85282</p>	<p>446 08/31/2012</p>	<p>\$1,000,000.00 Secured</p>	<p>GMAC Mortgage, LLC 12-12032</p>	<p>Loan Modification, Wrongful Foreclosure</p>	<p>Debtor's involvement with Claimant's loan was limited to its roles as servicer. Loan was originated by BankUnited FSB on October 6, 2006. Debtor GMAC Mortgage, LLC serviced the loan from January 1, 2007 until servicing transferred to Ocwen Loan Servicing on February 16, 2013.</p> <p>Debtor has no liability for claimant's loss mitigation claim because Debtor's records show:</p> <p>Claimant was approved for a forbearance plan on March 19, 2009 requiring payments of \$1087.09 due March 30, 2009 through September 30, 2009. Claimant did not make the first payment due on the forbearance plan, and a cancelation letter was mailed out to Claimant on April 14, 2009.</p> <p>A new forbearance plan was approved on June 1, 2009 for 5 months for the same payment amount of \$1087.09 with payments due the 5th of each month. Debtor spoke to Claimant on the phone on June 1, 2009 to inform about the new plan. Payments were made in June, July, and August. Claimant did not make the plan payment due on September 5, 2009. This forbearance plan was</p>	10-11, 16-17

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>cancelled on September 15, 2009 and a letter was mailed to Claimant on September 17, 2009. During the time of this forbearance plan, Debtor was working with Claimant on a modification review, but full documents were never received.</p> <p>A new forbearance plan was approved on October 3, 2009 with payments of \$1087.09 due October 6, 2009 and November 6, 2009. A full workout packet was received on December 2, 2009. The account was denied for an HAMP modification on December 8, 2009 due to the property being non-owner occupied. On December 11, 2009, the account was denied for traditional modification as income didn't support payment. A denial letter was sent. Debtor continued to work with Claimant on loss mitigation options. Debtor continued to provide short term forbearance agreements while reviewing for a modification and place the foreclosure on hold each time. Claimant submitted a full packet for loan modification review on February 5, 2010. A permanent modification was approved on April 15, 2010. Claimant made the modified payments under the modification and was current as of the date of transfer to Ocwen.</p> <p>Debtor has no liability for claimant's wrongful foreclosure claim because Debtor's records show Claimant received a breach letter on March 4, 2009 as the account was due for the January through March 2009 payments. The account was referred to foreclosure on April 15, 2009 and a notice of foreclosure sale was executed on April 21, 2009. Debtor appropriately appointed ETS as successor trustee on April 20, 2009. The foreclosure hold was reviewed every 30 days from the time modification review began in 2009 to the date that the modification became final on the loan in 2010. Each time loss mitigation activity was being conducted the foreclosure</p>	

	Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>was placed on hold, but did not terminate the foreclosure.</p> <p>Claimant also attaches a complaint to POC (Superior Court of Arizona, Maricopa County, CV 2012-050377). The complaint was dismissed for lack of prosecution on November 14, 2012.</p> <p>Based on the facts and reasons stated above, the proof of claim does not give rise to liability for claims of breach of contract, declaratory judgment, fraud or breach of implied covenant of good faith and fair dealing.</p>	
7	<p>Brian H. Wilson KENNETH DLIN VS GMAC MORTGAGE LLC 43 Bulldigger Court Bailey, CO 80421</p>	<p>3732 11/08/2012</p>	<p>\$971,770.00 General Unsecured</p>	<p>GMAC Mortgage, LLC 12-12032</p>	<p>Wrongful Foreclosure</p>	<p>Debtor's involvement with Claimant's loan was limited to its roles as servicer and purchaser of the loan. Greenpoint Mortgage Funding Inc. originated the first lien loan on February 20, 2004. Debtor GMAC Mortgage, LLC purchased the first lien loan from Greenpoint Mortgage Funding Inc. Debtor transferred its interest when the first lien loan was securitized on or about April 1, 2004 where HSBC Bank USA was appointed as Trustee. Debtor GMAC Mortgage, LLC serviced the first lien loan from July 1, 2004 until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. Debtor has no connection to the second lien loan.</p> <p>Debtor has no liability for Claimant's wrongful foreclosure claims and standing claims. First lien loan was referred to foreclosure on January 7, 2010. At the time of the referral, the loan was due for October 1, 2009 payment. The Debtors gave proper notice and complied with all state laws regarding the foreclosure. On May 27, 2010, the state court granted an order authorizing the sale of the property and sale was completed through the Public Trustee's Office on July 28, 2010. An action for possession/eviction was then commenced in which</p>	10-11

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>Claimant asserted counterclaims for damages, those claims were stayed. In his POC, Claimant alleges his damages are based on the default/deficiency judgment that was granted against him personally both on the first lien loan and second lien loan. Debtor has no connection to the debt on the second lien, its deficiency or any judgment asserted against Claimant.</p> <p>In addition, Debtor has confirmed that the foreclosure bid was submitted to the Public Trustee setting a deficiency amount of \$191,743.68 on the first lien. However, in Colorado, no judgment results from the submission of a deficiency bid to the Public Trustee. A separate action must be filed in order to obtain a deficiency judgment, which Debtor did not commence. As a result, there has been no deficiency judgment on record against Claimant related to the debt on the first lien.</p> <p>Based on the facts and reasons stated above, the proof of claim does not give rise to liability for claims of breach of contract, breach of duty of good faith and fair dealing, promissory estoppel, breach of fiduciary duty, negligent misrepresentation, deceptive trade practices, negligence, civil conspiracy, interference with contract, negligent infliction of emotional distress or fraud.</p>	
8	<p>Alan Moss</p> <p>P.O. Box 721</p> <p>Moss Beach, CA 94038</p>	<p>4445</p> <p>11/07/2012</p>	<p>\$750,000.00</p> <p>General Unsecured</p>	<p>Executive Trustee Services, LLC</p> <p>12-12028</p>	<p>Standing Issues</p>	<p>Debtor, Executive Trustee Services ("ETS"), involvement with Claimant's loan was limited to acting as substitute trustee to conduct a non-judicial foreclosure. CJ Mortgage Inc. originated the loan on June 22, 2005. Debtor GMAC Mortgage, LLC serviced the loan from March 14, 2006 until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013.</p> <p>On May 5, 2011 Claimant filed litigation against Bank of</p>	11-12

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						<p>New York, Superior Court, San Mateo County, CA, Case No. CIV486130, as investor of the loan. In the complaint, Claimant seeks to void the foreclosure because Claimant states ETS lacked authority to foreclose. Specifically, Claimant asserts that ETS lacked authority because the appointment of substitute trustee was invalid.</p> <p>Also on May 5, 2011, Claimant filed a parallel lawsuit against ETS, Superior Court, San Mateo County, CA, Case No. CIV505386, with the same allegations. For unknown reasons, ETS did not enter an appearance and on June 17, 2011 default was entered. A Motion to Set Aside the Default was filed on April 4, 2012 and was not heard by the court before the case was stayed.</p> <p>In November 2013, Bank of New York, through Ocwen as successor servicer, completed a settlement with the Claimant which included a dismissal with prejudice of the case against Bank of New York (which included the same claims as in the ETS lawsuit).</p> <p>Debtor has no liability for Claimant's lack of standing claim related to the authority of ETS to act as substitute trustee. California Civil Code § 2934a, subdivision (d), which provides in salient part:</p> <p>“A trustee named in a recorded substitution of trustee shall be deemed to be authorized to act as the trustee under the mortgage or deed of trust for all purposes from the date the substitution is executed by the mortgagee, beneficiaries, or by their authorized agents. Nothing herein requires that a trustee under a recorded substitution accept the substitution. Once recorded, the substitution shall constitute conclusive evidence of the authority of the substituted trustee or his or her agents to act pursuant to this section.” (Emphasis added.)</p>	

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						<p>ETS was appointed as substitute trustee on September 21, 2006, which was recorded on November 10, 2006. ETS recorded a Notice of Default on September 18, 2007. A Notice of Rescission of the Notice of Default was recorded on August 19, 2013 and the public records show Claimant as the title holder of the property.</p> <p>In addition, Claimant filed a Motion for Relief from Stay to proceed on the ETS case (Docket 877), but withdrew before the hearing on Debtor's MTD on behalf of ETS (Docket 1022).</p>	
9	<p>Debra Young and Samuel Young David H. Kaplan, Esq.</p> <p>20 Continental Drive, Building One</p> <p>Stanhope, NJ 7874</p>	1383 10/18/2012	\$750,000.00 General Unsecured	GMAC Mortgage, LLC 12-12032	Loan Modification, Wrongful Foreclosure, Origination Issues	<p>Debtor's involvement with Claimant's loan was limited to its role as servicer of the loan. Debtor GMAC Mortgage, LLC serviced the loan from August 10, 2007 until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. The loan was originated by MortgageIT, Inc. on August 1, 2007.</p> <p>The account was referred to foreclosure on June 8, 2009 as the account was due for the April 1, 2009 payment. On November 19, 2010, a foreclosure complaint was filed by HSBC Bank, NA, as trustee. On May 20, 2011, Claimants filed an answer, counterclaim and third-party claim, adding Debtor GMAC Mortgage and Wells Fargo. The counterclaim and third party complaint includes the same allegations against all parties, including violation of the NJ Consumer Fraud Act, fraud, unconscionability, unjust enrichment, breach of fiduciary duty, violation of good faith and fair dealing, and the NJ Home Ownership Act. These are the same claims that were raised in the proofs of claim. At the foreclosure trial on November 30, 2011, the court dismissed the foreclosure complaint without prejudice due to a deficient NOI (i.e., name on the notice was GMACM which was the servicer not the lender, and the statute requires the lender's name be on</p>	9, 10-11, 16-17

Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
					<p>the notice) and severed the cross-claims and counterclaims and transferred them to the law division. Those cross-claims and counterclaims were stayed.</p> <p>Debtors have no liability for Claimant's origination-based claims because no Debtor entity was involved in the origination of this loan.</p> <p>Debtors have no liability for Claimant's loan modification-based claims because Debtor handled all aspects of the loan modification process appropriately. Debtor's records show that on February 26, 2009, Claimant executed a fixed rate loan modification agreement (the "Modification"). The Modification terms included: an interest rate of 6.5%, a monthly P&I payment of \$4,086.95 beginning April 1, 2009, a maturity date of August 1, 2037, and under section 3 of the modification agreement it states, "The amounts indicated in this paragraph do not include any required escrow payments of items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change." The escrow payment effective with the 4/1/09 payment was \$1,369.63. The monthly payment due on the original note immediately prior to the February 2009 Modification included \$4,204.34 for P&I and \$1,363.63 for Escrow for a total payment of \$5,597.40. The benefits of the modification include i) a reduction to the P&I payment of \$117.39 per month, ii) a reduction to the interest rate from 6.875% to 6.5%, and iii) the February and March 2009 past due payments were brought current. Debtor's records also show an additional loss mitigation review in 2011. A workout packet was received on November 8, 2011; however the packet was missing a paystub and Debtor</p>	

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						<p>could not complete the modification review.</p> <p>Debtors have no liability for Claimant's wrongful foreclosure claims because the Debtor's records show that no payment was made under the Modification.</p> <p>Based on the facts and reasons stated above, the proof of claim does not give rise to liability for claims of violation of the NJ Consumer Fraud Act, fraud, unconscionability, unjust enrichment, breach of fiduciary duty, violation of good faith and fair dealing, or the NJ Home Ownership Security Act.</p>	
10	<p>HSBC BANK USA NATIONAL ASSOCIATION AS TRUSTEE FOR DEUTSCHE ALT 2007 3 PLAINTIFF V DEBRA M YOUNG MR YOUNG HUSBAND et al</p> <p>LAW OFFICE OF DAVID H KAPLAN LLC</p> <p>20 CONTINENTAL DR BUILDING ONE</p> <p>STANHOPE, NJ 7874</p>	929 10/03/2012	\$750,000.00 General Unsecured	GMAC Mortgage, LLC 12-12032	Loan Modification, Wrongful Foreclosure, Origination Issues	<p>Debtor's involvement with Claimant's loan was limited to its role as servicer of the loan. Debtor GMAC Mortgage, LLC serviced the loan from August 10, 2007 until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. The loan was originated by MortgageIT, Inc. on August 1, 2007.</p> <p>The account was referred to foreclosure on June 8, 2009 as the account was due for the April 1, 2009 payment. On November 19, 2010, a foreclosure complaint was filed by HSBC Bank, NA, as trustee. On May 20, 2011, Claimants filed an answer, counterclaim and third-party claim, adding Debtor GMAC Mortgage and Wells Fargo. The counterclaim and third party complaint includes the same allegations against all parties, including violation of the NJ Consumer Fraud Act, fraud, unconscionability, unjust enrichment, breach of fiduciary duty, violation of good faith and fair dealing, and the NJ Home Ownership Act. These are the same claims that were raised in the proofs of claim. At the foreclosure trial on November 30, 2011, the court dismissed the foreclosure complaint without prejudice due to a deficient NOI (i.e., name on the notice was GMACM which was the servicer not the</p>	9, 10-11, 16-17

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						<p>lender, and the statute requires the lender's name be on the notice) and severed the cross-claims and counterclaims and transferred them to the law division. Those cross-claims and counterclaims were stayed.</p> <p>Debtors have no liability for Claimant's origination-based claims because no Debtor entity was involved in the origination of this loan.</p> <p>Debtors have no liability for Claimant's loan modification-based claims because Debtor handled all aspects of the loan modification process appropriately. Debtor's records show that on February 26, 2009, Claimant executed a fixed rate loan modification agreement (the "Modification"). The Modification terms included: an interest rate of 6.5%, a monthly P&I payment of \$4,086.95 beginning April 1, 2009, a maturity date of August 1, 2037, and under section 3 of the modification agreement it states, "The amounts indicated in this paragraph do not include any required escrow payments of items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change." The escrow payment effective with the 4/1/09 payment was \$1,369.63. The monthly payment due on the original note immediately prior to the February 2009 Modification included \$4,204.34 for P&I and \$1,363.63 for Escrow for a total payment of \$5,597.40. The benefits of the modification include i) a reduction to the P&I payment of \$117.39 per month, ii) a reduction to the interest rate from 6.875% to 6.5%, and iii) the February and March 2009 past due payments were brought current. Debtor's records also show an additional loss mitigation review in 2011. A workout packet was received on November 8, 2011;</p>	

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						<p>however the packet was missing a paystub and Debtor could not complete the modification review.</p> <p>Debtors have no liability for Claimant's wrongful foreclosure claims because the Debtor's records show that no payment was made under the Modification.</p> <p>Based on the facts and reasons stated above, the proof of claim does not give rise to liability for claims of violation of the NJ Consumer Fraud Act, fraud, unconscionability, unjust enrichment, breach of fiduciary duty, violation of good faith and fair dealing, or the NJ Home Ownership Security Act.</p>	
11	<p>Karel Barel Ariel Barel Sui Juris Third Party Interpleader and Third Party Plaintiffs v GMAC Mortgage LLC Mortgage et al</p> <p>114 WARBLER DR</p> <p>WAYNE, NJ 7470</p>	<p>4118 11/09/2012</p>	<p>\$534,000.00 General Unsecured</p>	<p>GMAC Mortgage, LLC 12-12032</p>	<p>Res Judicata</p>	<p>Debtors' involvement with Claimant's loan was limited to its roles as purchaser and servicer of the loan. Atlantic Stewardship Bank originated the loan on March 8, 2006. Non-Debtor GMAC Bank purchased from Atlantic Stewardship and subsequently transferred its interest to Debtor GMAC Mortgage. GMAC Mortgage transferred its interest to Fannie Mae on or about April 11, 2006. Debtor GMAC Mortgage, LLC serviced the loan from March 20, 2006 until servicing transferred to Ocwen Loan Servicing on February 16, 2013.</p> <p>Claimant references litigation in her proof of claim in the Superior Court of New Jersey, Passaic County, Case No. F-37098-08. Claimant had filed an answer, affirmative defenses and 3rd party claims in that lawsuit. Debtor, GMAC Mortgage, LLC filed for Summary Judgment and an order was granted December 10, 2012 striking the answer and dismissing the claim with prejudice. A copy of the Order is attached to the Objection as <u>Exhibit 5-3</u>. The matter was referred back to the foreclosure division to proceed as an uncontested matter for entry of final judgment.</p>	15

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12	Rainer P. Warner 1180 Flintlock Ave Se Palm Bay, FL 32909-4707	1574 10/23/2012	\$207,947.59 Secured \$292,052.41 General Unsecured	Residential Capital, LLC 12-12020	Wrongful Foreclosure, Interest Rates and Fees Collected, General Servicing Issues, Standing Issues	<p>Debtors' involvement with Claimant's loan was limited to purchaser and servicer. Home Loan Corporation d/b/a Expanded Mortgage Credit ("Home Loan") originated the loan on June 29, 2006. Debtor Residential Funding Company, LLC purchased the loan from Home Loan. Debtor transferred its interest when the loan was securitized on or about November 1, 2006 where Deutsche Bank Trust Company Americas was appointed as Trustee. Debtor Homecomings Financial serviced the loan from October 13, 2006 until servicing transferred to GMAC Mortgage on or about July 1, 2009. GMAC Mortgage serviced the loan until the property was sold to a 3rd party at foreclosure sale on November 28, 2012.</p> <p>In the proof of claim, claimant states "financial injury which occurred due to Errors, Misrepresentations, and Deficiencies leading to the foreclosure process" as a basis for his claim. The claimant attaches various pleadings from his foreclosure litigation, as well as correspondence and documents related to the loan. The bankruptcy court in its <i>Order Denying Without Prejudice the Debtors' Fiftieth Omnibus Objection as to Claim Number 1574 Filed by Rainer P. Warner</i> [Docket 6236] fairly summarized Claimant's assertions in the proof of claim as i) wrongful denial for loan modifications despite Claimant's eligibility, and ii) improperly assessed fees and charges, and iii) wrongful foreclosure, and iv) failing to conduct property inspections. In Claimant's response to Debtors' fiftieth omnibus objection, Claimant further asserts that ownership of the note was not properly established before foreclosure.</p> <p>The Debtors have no liability for improper foreclosure on the basis that Debtors improperly handled Claimant's requests for loss mitigation options, including short sale</p>	8-9, 10-11, 11-12, 12

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>and loan modification options because i) Debtors acted appropriately and in accordance with the note and mortgage as the account was delinquent owing for December 1, 2008 through November 1, 2012 payments at time of foreclosure sale, and ii) Debtors correctly reviewed the account several times for both short sale and modification options, however, in each instance the Claimant did not meet the criteria necessary to be approved for these options.</p> <p>In support of Debtors' objection to the proof of claim, Debtors' records show:</p> <p>Debtors mailed a breach of contract letter to Claimant on December 3, 2008 as the account owed for October through December 2008 payments. On December 31, 2008, Debtors received a workout package from Claimant for loan modification review. Debtors referred account to foreclosure in January 8, 2009, due to Claimant not setting up any arrangement to bringing account current. Debtors set up a foreclosure repayment plan on February 2, 2009, however this was cancelled two days later when Claimant requested different terms, as well as a modification. Debtors set up a Traditional trial plan starting on February 19, 2009 in amount of \$2,190, with payments due on March 19 and April 19 in amount of \$2,189.62. Debtors approved a permanent traditional modification on March 31, 2009 but was not completed because Claimant did not sign the agreement and did not provide the initial contribution. Debtors mailed a denial letter to Claimant on June 1, 2009.</p> <p>Debtors received a new workout package from Claimant on November 22, 2009 as Claimant was applying to short sale property; however, there were no offers to buy Claimant's property. Claimant spoke with Debtors via</p>	

Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
					<p>phone on January 27, 2010. Debtors advised Claimant since there are no offers on property to talk to realtor about reducing asking price. Debtors received new short sale workout package from Claimant on March 23, 2010. Debtors closed down short sale review on August 6, 2010 as no authorization form was received for Claimant's realtor.</p> <p>Claimant spoke with Debtors via phone on January 27, 2011. Claimant advised the property is still listed for sale. Debtors advised that Claimant can resubmit listing agreement and short sale package for short sale review to be opened again. Debtors mailed new short sale package to Claimant. However, Debtors did not receive any information from Claimant.</p> <p>Debtors received a new modification referral from a HOPE representative on November 7, 2011. Debtors mailed a missing items letter to Claimant on November 17, 2011. Claimant spoke with Debtors via phone on November 21, 2011. Debtors advised of missing documents needed for modification review. Debtors received part of missing documents on November 25, 2011; however, the modification review still had outstanding items. Claimant spoke with Debtors on November 29, 2011. Debtors advised of missing documents needed for modification review. Debtors denied HAMP modification on December 13, 2011 as Claimant's income was insufficient and Debtors could not modify the loan in a way to make it affordable for Claimant. A denial letter for HAMP modification was mailed to Claimant on December 14, 2011. Debtors also denied loan for traditional modification options on December 30, 2011 as Claimant's income was insufficient and Debtors could not modify the loan in a way to make it affordable for Claimant. The denial letter for traditional</p>	

Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
					<p>modification was mailed January 3, 2012.</p> <p>Claimant spoke with Debtors via phone on February 23, 2012. Claimant advised would like to be considered for short sale and currently in process of listing property for sale. Claimant spoke with Debtors via phone on April 4, 2012 stating realtor should be sending in listing agreement. Claimant spoke with Debtors via phone on May 4, 2012. Debtors advised still waiting to receive listing agreement from realtor. Claimant spoke with Debtors on May 14, 2012. Debtors advised Claimant the listing agreement has not been received. Debtors shutdown short sale review on June 18, 2012 due to not receiving information needed for review.</p> <p>Claimant spoke with Debtors via phone on July 12, 2012. Claimant advised he would still like to pursue short sale and Debtors advised need listing agreement. Debtors received short sale workout package on August 1, 2012. On August 9, 2012, Debtors sent letter to Claimant requesting missing items for short sale review. Claimant also spoke with Debtors via phone on this date and Claimant advised Debtors there were no offers on property. Claimant spoke with Debtors via phone on September 20, 2012. Claimant advised no current offers on property and Debtors advised there is a foreclosure sale scheduled for November 28, 2012 and if there is no offer on property foreclosure sale will commence. Debtors denied short sale on October 16, 2012 due to missing information needed for review not being received. Debtors received new workout package for modification review on October 29, 2012. On November 1, 2012, a missing items letter was mailed to Claimant due to missing information. Claimant spoke with Debtors via phone on November 7, 2012. Debtors</p>	

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>advised of missing documents needed. Debtors received additional workout package information on November 12, 2012. Debtors denied HAMP modification on November 20, 2012 as Claimant's income was insufficient and Debtors could not modify the loan in a way to make it affordable for Claimant. Claimant spoke with Debtors via phone on November 21, 2012. Debtors advised of HAMP modification denial and that loan is currently under review for traditional modification options. Debtors reviewed loan for traditional options after call with Claimant and loan was denied traditional modification option due to forbearance below fair market value; the required unpaid principal balance to reach the affordable payment is less than the market value of the property and therefore cannot be modified. Claimant spoke with Debtors via phone on November 23, 2012. Debtors advised of modification denial and that foreclosure sale is scheduled and cannot be postponed as there is no approved option on account. Foreclosure sale was completed on account and property was sold to third party on November 28, 2012.</p> <p>The Debtors have no liability for the misrepresentation-based claims, as the alleged "fraudulent charges and fees" stem from property valuation and property inspections properly ordered and charged to Claimant's account in accordance with Debtors standard business practices, and the terms of the note and mortgage. Specifically, certain provisions within the mortgage give Debtor the authority to conduct inspections and property valuations in the event Claimant is in default, and Debtors have confirmed that in each instance that Debtors conducted inspections or ordered property valuations of Claimant's property, Claimant was in default, Section 7 of the deed of trust states in part</p>	

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>"Lender or its agent may make reasonable entries upon and inspections of the property." Section 9 of the deed of trust states in part "If a Borrower fails to perform the covenants and agreements contained in this security instrument... then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the property...including protecting and/or assessing the value of the property". Section 14 of the deed of trust states that "Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purposes of protecting Lender's interest in the Property and rights under the security instrument, including but not limited to, attorney's fees, property inspection fees and valuation fees..."</p> <p>The Debtors' books and records indicate that nine BPOs (property valuations) were completed on the property during Loss Mitigation review between March 2009 and August 2012. Per Debtors' servicing policies, a BPO had to be completed for either a Loss Mitigation Short Sale or a Modification Review, and a BPO is only valid for 120 days. Once that period of time expires, another BPO has to be completed if the loan is still in review for Loss Mitigation. Pursuant to the terms of the Note and Deed, the servicer is permitted to pass along these BPO expenses to the borrower. In addition, it is GMACM's standard servicing procedures to complete property inspections every month starting the month that the account falls 45 days delinquent. The fees from the inspections are the borrower's responsibility to pay as the account is delinquent. Mr. Warner also alleges in his claim that "GMAC have not done any inspections or preservations of the property." To the contrary, Debtors' records confirm that all inspections were completed when ordered. A property inspection can range from driving by</p>	

Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
					<p>the home to see if it appears to be occupied to a knock on the door; the majority are a drive by as the goal of a property inspection is to make sure the property is maintained and occupied. Furthermore, the \$549 increased monthly payment that the claimant complains of resulted from the Debtors having to satisfy the \$11,000 of past due county taxes and the cost of hazard insurance that the claimant did not have on the property.</p> <p>Debtor has no liability for Claimant's wrongful foreclosure claims on the basis that Debtors lacked standing to foreclose. The Legal File –the file containing original note, recorded mortgage and title policy that is held by the custodian - was sent to foreclosure counsel January 21, 2009. The court issued final judgment in favor of Debtors on September 6, 2012, and the property was sold at foreclosure sale on November 28, 2012. The assignment and endorsement chain is complete and valid. Debtor's records show: i) Note is endorsed from originator to Residential Funding and from Residential Funding to Deutsche Bank and ii) MERS, as nominee for lender, assigned the mortgage to Deutsche Bank Trust Company Americas. The foreclosure complaint filed in January 2009, Deutsche Bank Trust Company Americas, as Trustee for RALI 2006 QA10 vs Rainer P. Warner, MERS as nominee for Home Loan Corporation and unknown spouse of Rainer Warner, sought to foreclose the Mortgage lien on the property as well as reestablish the Note. The complaint attaches a copy of the unendorsed Note, from the closing file. However, the original Note with endorsements, was at all times being held by the custodian.</p>	

	Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
13	Mihailescu Florin PMB 545 8776 E Shea Blvd # 33A Scottsdale, AZ 85260-6629	274 07/09/2012	\$496,000.00 General Unsecured	GMAC Mortgage, LLC 12-12032	Wrongful Foreclosure	<p>Debtors' involvement with Claimant's loan was limited to its roles as purchaser and servicer of the loan. SolutionsBank originated the loan on May 18, 2009. Non-debtor GMAC Bank purchased from SolutionsBank and Debtor GMAC Mortgage purchased the loan from GMAC Bank. GMAC Mortgage transferred its interest to Fannie Mae on or about June 11, 2009. Debtor GMAC Mortgage, LLC serviced the loan from May 18, 2009 until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. This 2009 loan from SolutionsBank paid off a prior loan serviced by GMAC Mortgage. A release of mortgage on the prior loan was recorded on June 2, 2009.</p> <p>Claimant states basis on proof of claim as "wrongful foreclosure" but provides no other information. No response was received to the request for additional information that was sent to Claimant.</p> <p>Debtor has no liability for Claimant's claim for wrongful foreclosure because: Note is endorsed from SolutionsBank to GMAC Bank, from GMAC Bank to GMAC Mortgage, LLC, and from GMAC Mortgage, LLC to Fannie Mae; assignment of the mortgage is recorded from SolutionsBank to Mortgage Electronic Registration System (MERS), and from MERS to GMAC Mortgage, LLC; the loan was due for May 1, 2011 at the time of the August 5, 2011 foreclosure referral; a foreclosure Petition was filed November 1, 2011; and Claimant filed an answer to the foreclosure on March 23, 2012. The foreclosure is still pending with Ocwen, as successor servicer.</p> <p>Claimant had filed litigation in District Court of Johnson County, Kansas, Case No. 11-CV07709. That case was</p>	10-11

	Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						dismissed by plaintiff on September 14, 2012.	
14	<p>Eliza Hemenway ELIZA HEMENWAY VS GMAC MORTGAGE LLC</p> <p>259 Oak Street</p> <p>San Francisco, CA 94102</p>	<p>2074 11/01/2012</p>	<p>UNLIQUIDATED General Unsecured</p>	<p>GMAC Mortgage, LLC 12-12032</p>	<p>General Servicing Issues</p>	<p>Debtors' involvement with Claimant's loan was limited to its roles as purchaser and servicer of the loan. Sierra Pacific Mortgage Company, Inc. originated the loan on July 12, 2006. Debtor Residential Funding Company, LLC purchased the loan from Sierra Pacific. Debtor transferred its interest when the loan was securitized on or about August 1, 2006 where Deutsche Bank Trust Company Americas was appointed as Trustee. Debtor Homecomings Financial serviced the loan from August 14, 2006 until servicing transferred to GMAC Mortgage, LLC on July 1, 2009. GMAC Mortgage serviced the loan until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013.</p> <p>Claimant alleges damages resulting from an alleged trespass on the property, specifically on February 10, 2012 and March 14, 2012. Debtor has no liability for Claimant's general servicing claims because no Debtor entered Claimant's property. Debtor's records show that routine property inspections were completed to verify occupancy and condition of the property in 2011 and 2012 (about one per month). Inspections are regularly conducted when a property has gone delinquent to verify the property has not been abandoned or been vandalized. Property inspections are always, and were in this case, conducted by independent contractors. Debtor's records of these inspections show that the contractors confirmed that photographs of the property were taken on each date from a location the street, the contractors did not enter the property and did not see or speak with the homeowner.</p>	8-9

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>Debtor's records show that at the time of the inspections in 2012, the loan was in default. The account was referred to foreclosure on April 2, 2011 as the account was due for the May 1, 2010 payment. A Notice of Default was executed on October 19, 2012 as the account was due for December 1, 2010 payment.</p> <p>At all times, Debtor acted in accordance with its' servicing policies, and the terms of the note and deed of trust. Specifically, certain provisions within the deed of trust give Debtor the authority to conduct inspections and property valuations in the event Claimant is in default, Section 7 of the deed of trust states in part "Lender or its agent may make reasonable entries upon and inspections of the property." Section 9 of the deed of trust states in part "If a Borrower fails to perform the covenants and agreements contained in this security instrument... then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the property...including protecting and/or assessing the value of the property". Section 14 of the deed of trust states that "Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purposes of protecting Lender's interest in the Property and rights under the security instrument, including but not limited to, attorney's fees, property inspection fees and valuation fees..."</p> <p>As a result, Debtor has no liability for Claimant's allegations related to assault, trespass or intentional infliction of emotional distress.</p>	
15	Steven D Brockman and Edna C Brockman v GMAC	2408 11/05/2012	\$387,000.00 General Unsecured	Executive Trustee Services, LLC	Origination Issues, Wrongful Foreclosure,	Debtors' involvement with Claimant's loans was limited to its roles as servicer. Claimant's loan on the 708 Greenway property was originated by Paul Financial, LLC on May 5, 2006. Debtor GMAC Mortgage, LLC serviced	8-9, 9, 10-11, 15

Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	Corresponding	
					No Liability Summaries	Page # in Omnibus Objection
Mortgage LLC et al. Johnson and Johnson LLP 26060 Acero, Ste. 115 Mission Viejo, CA 92691-2768			12-12028	General Servicing Issues, Res Judicata	<p>Claimant's loan on the 708 Greenway property from August 14, 2006 until it was sold out of REO (Debtors managed for investor) on November 19, 2009. Claimant's loan on the 716 Greenway property was originated by Paul Financial, LLC on March 27, 2006. Debtor, GMAC Mortgage serviced Claimant's loan on the 716 Greenway property from June 7, 2006 until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013.</p> <p>Claimant attaches to the proof of claim litigation filed in Superior Court of CA, Madera County, Case No. MCV057494, brought to challenge the completed non-judicial foreclosure on one of the properties and the pending non-judicial foreclosure sale on the second property. The claims for wrongful foreclosure and unfair business practices were dismissed with prejudice by demurrer, as against the Debtors, on August 28, 2012. A copy of this Order is attached to the Objection as <u>Exhibit 5-4</u>. These claims are barred by the doctrine of res judicata. The only claims remaining are for declaratory relief and breach of contract, as they were not subject to the demurrer. Claimant alleges that monthly payments on the loans increased due to the loan-to-value ratio increasing, and that Debtor never informed her of the adjustable rate terms.</p> <p>Debtors have no liability for Claimant's origination-based claims because no Debtor was involved in the origination of the loans. Paul Financial, LLC originated both loans, as purchase money investment properties. Debtors' records show that in relation to each loan and property, Claimant signed a Note, Deed of Trust (including an Adjustable Rate Rider) which all include explanations of the terms of the loan, including provisions regarding initial payments, calculation of limited and full payments, recapitalization of unpaid interest resulting from limited payments into</p>	

	Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>loan principal, the 110-% principal cap, and the increased fully-amortizing payment that would be triggered by approaching the 110% principal cap.</p> <p>Debtors have no liability for Claimant's wrongful foreclosure claims because Debtors' records show the 708 Greenway loan was due for December 1, 2008 when it was referred to foreclosure March 10, 2009. Foreclosure sale took place on July 15, 2009 and 716 Greenway loan was due for December 1, 2010 when it was referred to foreclosure on March 9, 2011.</p> <p>As a result of the above, Debtors have no liability for Claimant's allegations related to declaratory relief or breach of contract.</p>	
16	<p>Steven D Brockman and Edna C Brockman v GMAC Mortgage LLC et al.</p> <p>Johnson and Johnson LLP</p> <p>26060 Acero, Ste. 115</p> <p>Mission Viejo, CA 92691-2768</p>	2416 11/05/2012	\$387,000.00 General Unsecured	GMAC Mortgage, LLC 12-12032	Origination issues, Wrongful Foreclosure, General Servicing Issues, Res Judicata	<p>Debtors' involvement with Claimant's loans was limited to its roles as servicer. Claimant's loan on the 708 Greenway property was originated by Paul Financial, LLC on May 5, 2006. Debtor GMAC Mortgage, LLC serviced Claimant's loan on the 708 Greenway property from August 14, 2006 until it was sold out of REO (Debtors managed for investor) on November 19, 2009. Claimant's loan on the 716 Greenway property was originated by Paul Financial, LLC on March 27, 2006. Debtor, GMAC Mortgage serviced Claimant's loan on the 716 Greenway property from June 7, 2006 until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013.</p> <p>Claimant attaches to the proof of claim litigation filed in Superior Court of CA, Madera County, Case No. MCV057494, brought to challenge the completed non-judicial foreclosure on one of the properties and the pending non-judicial foreclosure sale on the second property. The claims for wrongful foreclosure and unfair business practices were dismissed with prejudice by</p>	8-9, 9, 10-11, 15

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>demurrer, as against the Debtors, on August 28, 2012. A copy of the Order is attached to the Objection as <u>Exhibit 5-4</u>. These claims are barred by the doctrine of res judicata. The only claims remaining are for declaratory relief and breach of contract, as they were not subject to the demurrer. Claimant alleges that monthly payments on the loans increased due to the loan-to-value ratio increasing, and that Debtor never informed her of the adjustable rate terms.</p> <p>Debtors have no liability for Claimant's origination-based claims because no Debtor was involved in the origination of the loans. Paul Financial, LLC originated both loans, as purchase money investment properties. Debtors' records show that in relation to each loan and property, Claimant signed a Note, Deed of Trust (including an Adjustable Rate Rider) which all include explanations of the terms of the loan, including provisions regarding initial payments, calculation of limited and full payments, recapitalization of unpaid interest resulting from limited payments into loan principal, the 110-% principal cap, and the increased fully-amortizing payment that would be triggered by approaching the 110% principal cap.</p> <p>Debtors have no liability for Claimant's wrongful foreclosure claims because Debtors' records show the 708 Greenway loan was due for December 1, 2008 when it was referred to foreclosure March 10, 2009. Foreclosure sale took place on July 15, 2009 and 716 Greenway loan was due for December 1, 2010 when it was referred to foreclosure on March 9, 2011.</p> <p>As a result of the above, Debtors have no liability for Claimant's allegations related to declaratory relief or breach of contract.</p>	

	Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
17	Rhonda Gosselin c/o Laird J. Heal, Esq 120 Chandler Street, Suite 2 R Worcester, MA 1609	3862 11/09/2012	\$153,669.00 Secured \$165,980.60 General Unsecured	GMAC Mortgage, LLC 12-12032	Loan Modification, Standing Issues, General Servicing Issues, Origination Issues	Debtor's involvement with Claimant's loan was limited to its roles as originator and servicer. Debtor GMAC Mortgage Corporation originated the loan on July 26, 2006. Debtor transferred its interest to Fannie Mae on or about September 15, 2006. Debtor GMAC Mortgage, LLC serviced the loan from July 26, 2006 until servicing transferred to Greentree Servicing LLC on February 1, 2013. Debtor has no liability for Claimant's loss mitigation claim because Debtor's records show that prior to the forbearance plan being approved, the account had been referred to foreclosure on August 9, 2007. Account was breached on June 4, 2007 (due for April through June 2007 payments) and again on July 3, 2007 (due for June and July 2007 payments). A forbearance plan was entered into on November 2, 2007. Claimant made forbearance payments on November 13, 2007 in amount of \$1,900, on December 8, 2007 in amount of \$800, on January 15, 2008 in amount of \$800, and on February 14, 2008 in amount of \$800. As a result of all the forbearance payments being received and Claimant qualifying, the account was approved for a traditional permanent modification on February 20, 2008. The signed documents were due back from the Claimant on February 29, 2008. Claimant did not return the permanent modification documents and the modification was denied. At the time of the forbearance, the foreclosure was placed on hold on November 15, 2007. The foreclosure remained on hold until hold was removed on May 15, 2008 as a result of not receiving the signed loan modification documents. Foreclosure restarted but was once again put on hold after receiving a Chapter 93A	8-9, 9, 11-12, 16-17

Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
					<p>demand letter. Response was sent on June 30, 2008. Foreclosure remained on hold until August 18, 2008. Claimant then filed Chapter 13 Bankruptcy and foreclosure was placed on hold again on September 18, 2008. Claimant's Chapter 13 was dismissed and foreclosure resumed. Claimant then filed for Chapter 7 Bankruptcy in April 2010, again the foreclosure was placed on hold. At that point, the adversary proceeding attached to Claimant's POC was filed. As of the date of service transfer to Greentree, there has been no completed foreclosure on the property.</p> <p>Debtor has no liability for claimant's general servicing claim because Debtor's records show the account is due for April 1, 2009 on date of service release to Greentree. Claimant alleges two payments were returned by Debtor to a third party, and not Claimant. Debtor's records show the payment transferred on June 9, 2007 for \$1516.90 was accidentally transferred to another customer and that customer refused to return the payment. Claimant was advised by Debtors on June 28, 2007 to put a stop payment on original check and Debtors would cover any costs. Debtors also agreed to amend credit if affected due to issue, waive late charges and offered to enroll in privacy guard at the expense of Debtors because of issue. Letter was mailed to Claimant on July 3, 2007 advising of her ability to enroll in 1 free year of id theft prevention. Debtor's records show no other misdirected payment.</p> <p>Debtor has no liability for claimant's lack of standing claim because Debtor's records show that MERS was original mortgagee on the Mortgage dated July 26, 2007, MERS assigned the mortgage to Fannie Mae (recorded June 6, 2008), Fannie Mae assigned to GMAC Mortgage (recorded October 17, 2012), and GMAC Mortgage assigned to Greentree Servicing LLC (recorded on</p>	

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>September 11, 2013).</p> <p>Debtor has no liability for claimant's origination-based claim because Debtor's records show there was no violation of the disclosures made in the Truth in Lending Statement. In addition, any claim for negligent lending is time-barred.</p> <p>Claimant attaches adversary complaint to her POC (U.S. Bky. Ct., District of Massachusetts, Western Division, 10-ap-03014). That adversary was dismissed by summary judgment on April 18, 2012. At the hearing, the court agreed that Claimant lacked standing to bring the case in the bankruptcy court. Given the posture of the bankruptcy, that the Trustee had abandoned its interest in Plaintiff/debtor's claim and Plaintiff/debtor's discharge already had been granted, that the BK estate no longer had any interest in the claim, and therefore, it was not proper to continue the action in the BK court. It was left to the debtor to pursue her claims in state court. There is no indication that another lawsuit was ever filed.</p> <p>Based on the facts and reasons stated above, the proof of claim does not give rise to liability for claims of breach of contract, negligence, wrongful foreclosure, unfair and deceptive trade practices, breach of implied covenant of good faith and fair dealing, Consumer Credit Disclosure Act, TILA, or for declaratory judgment.</p> <p>*Claim was not scheduled on Claimant's BK. The discharge had already occurred and the BK Court said they had no jurisdiction over this claim.</p>	
18	DWAYNE F POOLE AND TRINA M POOLE vs GMAC	4128 11/09/2012	\$220,922.00 Secured	GMAC Mortgage, LLC 12-12032	Wrongful Foreclosure, Standing Issues,	Debtor's involvement with Claimant's loan was limited to purchaser and servicer of the loan. Worldwide Mortgage Company originated the loan on July 10, 2006. Non-debtor GMAC Bank purchase from Worldwide Mortgage.	8-9, 10-11, 11-12

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
Name of Claimant	MORTGAGE LLC				General Servicing Issues	Debtor GMAC Mortgage, LLC subsequently purchased the loan from GMAC Bank. Debtor transferred its interest in the loan to Ginnie Mae on or about August 28, 2006. Debtor GMAC Mortgage LLC serviced the loan from July 31, 2006 until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013.	
	220 River Rock Dr Union, MO 63084					<p>Debtor has no liability for Claimant's lack-of standing claims because Debtor has verified that the assignment and endorsement chain is complete and valid. Debtor's records show the Note is endorsed from originating lender to GMAC Bank, from GMAC Bank to GMAC Mortgage and from GMAC Mortgage to blank, an assignment of Deed of Trust was recorded from MERS, as nominee for lender to GMAC Mortgage, and GMAC Mortgage appointed South and Associates as successor trustee to conduct the non-judicial foreclosure sale.</p> <p>Debtors have no liability for Claimant's wrongful foreclosure claims because the loan was in default and due for November 1, 2010 payment when loan was referred to foreclosure on February 1, 2011. Property was sold a trustee's sale on May 4, 2011. A Trustee's Deed was issued from South and Associates to GMAC Mortgage on May 5, 2011. Claimants voluntarily vacated the property in December 2011. Ocwen, as current servicer, is proceeding with conveying the property to Ginnie Mae.</p> <p>Claimant also alleges that Debtor did not respond to Qualified Written Request and rescission correspondence. Debtor's records show that various correspondences were received and responses were sent to Claimant on October 26, 2010 and again on October 30, 2010.</p> <p>Based on the facts and reasons stated above, the proof of</p>	

	Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						claim does not give rise to liability for claims of wrongful foreclosure, or violations of FDCPA, RESPA or TILA.	
19	MICHAEL E BOYD v GMAC MORTGAGE LLC MERS INC 5439 SOQUEL DR SOQUEL, CA 95073	960 10/04/2012	\$186,000.00 Secured	GMAC Mortgage, LLC 12-12032	Res Judicata	<p>Debtors' involvement with Claimant's loans was limited to servicer of the loans. The loan on Soquel Dr. was originated by Plaza Home Mortgage Inc. in January 2007. Debtor GMAC Mortgage serviced the Soquel Dr. loan from April 10, 2007 until servicing transferred to Ocwen Loan Servicing LLC on February 16, 2013. The loan on Lakebird Dr. was originated by Plaza Home Mortgage Inc. Debtor, GMAC Mortgage serviced the Lakebird Dr. loan from March 13, 2007_ until servicing transferred to Ocwen Loan Servicing LLC on February 16, 2013.</p> <p>On September 11, 2011, Claimant filed litigation in USDC, Northern District of CA, Case No 5:11-CV-05018, for "unconscionability contract and adhesion to real property." The claims in the complaint were to invalidate/contest the liens on the property that were being serviced by the Debtors. The case was dismissed with prejudice on August 22, 2012 by Order Granting Defendants' Motion to Dismiss Plaintiff's First Amended Complaint. Claimant appealed the District Court's decision to the USCA, 9th Circuit, Case No 12-17434. The Ninth Circuit affirmed the district court's order dismissing the case on August 22, 2014. Copies of the Orders are attached to the Objection as <u>Exhibit 5-5</u>.</p> <p>On December 12, 2011, Claimant commenced a Chapter 13 bankruptcy proceeding in the, Northern District of CA, Bankruptcy Court Case No. 11-BK-61311. On May 14, 2014, the Chapter 13 Plan was confirmed. In the Plan, the Claimant affirmed the liens, as the Plan provides that all arrears on the loans will be paid and Claimant will make ongoing payments on the loans. Therefore, in</p>	15

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						addition to the reasons stated above, the claims relating to the validity of the loan are precluded as a result of the chapter 13 plan. Copies of the confirmed plan and the schedules is attached to the Objection as <u>Exhibit 6-2</u> .	
20	<p>Gary A. Barney, Chapter 7 Trustee, State of Wyoming</p> <p>Brad T. Hunsicker Winship & Winship, PC</p> <p>PO Box 548</p> <p>Casper, WY 82602</p>	5589 11/16/2012	<p>\$158,912.11 General Unsecured</p> <p>\$105,067.20 General Unsecured</p>	GMAC Mortgage, LLC 12-12032	Wrongful Foreclosure	<p>Debtors' involvement with Claimant's loan was limited to its roles as purchaser and servicer of the loan. USAA Federal Savings Bank originated the loan on August 6, 2007. Debtor GMAC Mortgage purchased the loan from USAA. Debtor transferred its interest to Fannie Mae on or about October 12, 2007. Debtor GMAC Mortgage, LLC serviced the loan from August 6, 2007 until property foreclosed September 1, 2010.</p> <p>Debtor has no liability for Claimant's claim seeking to avoid and recover lien on property foreclosed by Debtor. Claimant attaches to his proof of claim an Adversary Proceeding which was filed on January 19, 2011 in the US Bankruptcy Court, District of Wyoming, Case No. 11-ap-02003 ("Adversary Proceeding), from underlying personal Chapter 7 bankruptcy, Timothy Jackson Rau, seeking to avoid and recover a preferential transfer or in the alternative, to avoid a lien on property.</p> <p>The primary issue in the Adversary Proceeding was whether an assignment of the mortgage by MERS violated state law, because MERS was not entitled to enforce the debt on the Note. On May 10, 2012, the Bankruptcy Court issued a Certification of Question to the Wyoming Supreme Court, in which it asked, "Whether the failure of the mortgage to comply with the statutory requirements of Wyo. Stat. §§ 34-2-122 and 34-2-123 renders the mortgage void, as alleged by the Plaintiff." The WY Supreme Court agreed to answer the certified question, however a notice of Debtor's bankruptcy stayed the Adversary Proceeding, which caused the WY</p>	10-11

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>Supreme Court to return the certified question to the Bankruptcy Court, unanswered (with the reservation to answer the question upon determination that the automatic stay would not prevent such action).</p> <p>Although the WY Supreme Court returned the certified question unanswered in the Adversary Proceeding, it answered the same certified question in a another matter, Barney v BAC Home Loan Servicing, Wyoming Supreme Court, Case S-12-0177, on May 8, 2013, in which it held: "We answer the certified question in the negative. Wyo. Stat. Ann. §§ 34-2-122 and 123 are notice statutes intended to protect third parties from conflicting claims of a principal and agent. The Mortgage at issue in this case was not required to comply with Sections 122 and 123 because a) the recorded assignment of the Mortgage did not identify the grantee as acting in a representative capacity; and; b) there were no conflicting claims of a principal and agent from which a third party would require protection."</p> <p>On April 18, 2014, Claimant filed a status report with the Bankruptcy Court in the Adversary Proceeding which stated: "Any determination thereon is premature at this stage in light of the appeal now pending before the Tenth Circuit Court of Appeals, Case No. 13-8003, Royal v. First Interstate Bank, et al. (relating to the base case In re Trierweiler, Case No. 10-20499, Adv. No. 10-02035, pending in this Court). Plaintiff requests that this Court keep this adversary proceeding open pending the outcome of the Trierweiler appeal, which will presumably dictate what actions, if any, should be taken with respect to this Adversary Proceeding."</p> <p>The Tenth Circuit Court of Appeals issued an unpublished Order and Judgment on July 2, 2014, for the Trierweiler</p>	

	Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						matter, in which it affirmed the U. S. Bankruptcy Appeals Court in matter 11-111, where in a published opinion the BAP held: "The Mortgage naming MERS as Mortgagee on behalf of FIB was valid when granted and was properly recorded. There was no invalidating split between the Note and the Mortgage either when the loan transaction closed or when the Note was assigned to Fannie Mae. Therefore the Trustee may not avoid the Mortgage because of alleged invalidity resulting from the splitting of the Note and Mortgage. Further, the Trustee may not avoid the assignment of the Mortgage to Fannie Mae since the transfer was not of an interest in the Debtors' Property."	
21	Andrea Mangan Stevan J. Henrioulle Law Office of Stevan J. Henrioulle 969G Edgewater Blvd Foster City, CA 94404	3617 11/08/2012	\$2,600.00 Priority UNLIQUIDATED General Unsecured	GMAC Mortgage, LLC 12-12032	Origination Issues, Loan Modification, Wrongful Foreclosure	Debtors' involvement with Claimant's loan was limited to servicer of the loan. Debtor GMAC Mortgage LLC serviced the loan from April 1, 2007 until servicing transferred to Ocwen Loan Servicing, LLC on Feb 16, 2013. MortgageIT, Inc. originated the loan on August 24, 2005. Claimant filed litigation against Debtors and others in the Superior Court of CA, San Francisco County, Case No. CGC-10-500318. A Notice of Bankruptcy was filed as to GMAC Mortgage and ETS on June 4, 2012. Claimant filed a Fourth Amended Complaint on August 23, 2012 against Debtors as wells as MERS, MortgageIT, Wells Fargo and Deutsche Bank. The court granted dismissal with prejudice of the first amended complaint as to non-Debtors on June 13, 2013, including Wells Fargo, Deutsche Bank and MortgageIT. There were claims that were only pled against Debtors that were not pled against non-Debtors that received the dismissal. Debtors have no liability for Claimant's origination-based	9, 10-11, 16- 17

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>claims because no Debtor was involved in the origination of Claimant's loan. The loan was originated by MortgageIT, Inc.</p> <p>Debtors have no liability for wrongful foreclosure claims because i) at the time of foreclosure sale on March 9, 2010 Claimant owed July 2009 through March 2010 payments, and had not made arrangements to bring their account current, and ii) Claimants failed to comply with the final two Repayment Plans set-up on the account In December 2009 and February 2010, respectively.</p> <p>Debtors have no liability for loan modification-related claims or claims involving improper handling of loss mitigation efforts because Claimant has failed to prove how they were damaged by such allegations. Debtors' records demonstrate an extensive effort to work with Claimant to prevent foreclosure, including providing Claimant with a permanent loan modification in January 2009 and several subsequent repayment plans after Claimant failed to make payments under the modification agreement. Debtors acknowledge the mistake of inadvertently not setting up the Repayment Plan promised to Claimant on October 5, 2009, and returning the two payments Claimant made under the Oct 5, 2009 Repayment Plan. However, Debtors' records show Debtor remedied the mistake by providing Claimant with a new Repayment Plan on December 9, 2009 and a subsequent Repayment Plan in February 2010.</p> <p>Below is a chronology of the relevant events from the point Claimant first fell behind on payments to the point of foreclosure:</p> <p>Debtors' records show Claimant's default started in October 2008. Claimant submitted a loss mitigation workout packed on December, 10 2008 and Debtors</p>	

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>mailed a 10 Day Missing Items Letter to Claimant. Debtors stopped modification review on December 13, 2008 due to Claimant's negative financial surplus. On December 26, 2008 Claimant spoke to Debtors and advised no need to send missing workout information as modification has been denied based on insufficient income. Claimant advised to use rental income of \$6100 that was not included prior and will submit proof of income for review. Debtors mailed Claimant a Non-Sufficient Funds Letter on December 29, 2008 related to payment made December 15, 2008 in amount of \$2,846.94 due to Claimant's bank stating account did not have funds to fulfill payment. Claimant's proof of rental income was received on January 2, 2009. Debtors mailed breach letter on January 2, 2009 as December 2008 and January 2009 payments were delinquent.</p> <p>A traditional permanent modification was approved on January 22, 2009. On July 27, 2009, Debtors had to reverse payment received July 15, 2009 in amount of \$2,619.21 because Claimant's bank reported there were insufficient funds. Breach letter was sent on August 4, 2009 as loan was due for July and August 2009 payments. On August 4, 2009, Debtors advised Claimant of payment returned for insufficient funds and how to make payments via Western Union and MoneyGram. Claimant advised would make July 2009 payment on August 4, 2009 and August 2009 payment on August 15, 2009. Debtors setup a Repayment Plan on the account to reflect the dates these two payments would come in. On August 19, 2009, the July and August 2009 payments were due according to Repayment Plan setup on August 4, 2009, however, payments were not received and the Repayment Plan was cancelled.</p> <p>Debtors referred account to foreclosure on September 8,</p>	

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>2009 as account was due for July through September 2009 payments. Claimant alleges the Notice of Default from September 2009 included inaccurate amounts due, which is incorrect. The initial breach letter showed a total amount due of \$5,714.06 (payments (July/August) \$5238.42; Late Charges \$415.64 and Fees/Costs \$60.00). Loan was referred to Foreclosure September 9, 2009, and amount due was \$8,475.48 (payments (July/Aug/Sept) \$7,857.63; Late Charges \$546.60 and Fees/Costs \$71.25). NOD went out September 11, 2009 with total of \$10,522.56 (which included additional foreclosure fees).</p> <p>Debtors set up a two month Repayment Plan with a payment due September 18, 2009 in amount of \$2,619.21 and the second payment due October 18, 2009 in amount of \$9,825.48. Repayment Plan was cancelled (letter was mailed to Claimant) on October 1, 2009 as no payments were received. On October 5, 2009, Claimant advised Debtor that payment for Repayment Plan was made but had been returned. Debtors advised payment was sent to wrong address. Debtors advised would reset Repayment Plan with first payment due October 6, 2009 in amount of \$2,619.21, and on that call, Claimant stated they could pay the remaining balance due on the account of \$19,772.34 on October 25, 2009 to bring account current. Following this phone discussion, Debtor did not set-up the Repayment Plan as agreed, which was Debtor's error. Because no Repayment Plan was setup on the account, Debtor returned Claimant's payments of \$2,619.21 and \$9,825.45 on October 12, 2009 and October 24, 2009, respectively, on the basis that those payments were not enough to fully reinstate Claimant's account. Although Debtors neglected to reset the Repayment Plan as promised, Debtors remedied the mistake by providing Claimant with a new Repayment</p>	

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						<p>Plan on December 9, 2009.</p> <p>On December 9, 2009, Debtors advised Claimant that they would set-up a six month repayment plan with a first payment of \$2,619.21 due on December 18, 2009. On December 29, 2009 Debtors advised of next payment due on Repayment Plan. On January 18, 2010 Claimant told Debtor they would make the payment that was due right away. Debtors mailed Repayment Plan Cancellation Letter to Claimant on January 28, 2010 due to Claimant not making payment due January 18, 2010. On February 3, 2010 Claimant advised selling home. Debtors advised Claimant needs to send in listing agreement for consideration.</p> <p>On February 4, 2010, Debtors advised that a foreclosure sale was setup for February 9, 2010. As an accommodation to Claimant to allow Claimant time to sell the property, Debtors setup a Repayment Plan with first payment due February 20, 2010 in amount of \$2,619.21, and postponed the February 9, 2009 foreclosure sale until March 9, 2010. Debtors mailed Repayment Plan Cancellation Letter to Claimant on March 5, 2009 due to Claimant not making the payment due February 20, 2010. Because Claimant failed to make payments under the February repayment plan and did not make arrangements with Debtor to bring the account current, a foreclosure sale was held on March 9, 2010.</p> <p>Based on the facts and reasons stated above, the proof of claim does not give rise to liability for claims of deceit, fraudulent concealment, intentional misrepresentation, breach of contract, breach of implied covenant of good faith and fair dealing, promissory estoppel, equitable estoppel, wrongful foreclosure, or CA Business and Professional Code 17200.</p>	

	Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
22	<p>Andrea Mangan</p> <p>Stevan J. Henrioulle Law Office of Stevan J. Henrioulle</p> <p>969G Edgewater Blvd</p> <p>Foster City, CA 94404</p>	3634 11/08/2012	UNLIQUIDATED General Unsecured	Executive Trustee Services, LLC 12-12028	Origination Issues, Loan Modification, Wrongful Foreclosure	<p>Debtors' involvement with Claimant's loan was limited to servicer of the loan. Debtor GMAC Mortgage LLC serviced the loan from April 1, 2007 until servicing transferred to Ocwen Loan Servicing, LLC on Feb 16, 2013. MortgageIT, Inc. originated the loan on August 24, 2005.</p> <p>Claimant filed litigation against Debtors and others in the Superior Court of CA, San Francisco County, Case No. CGC-10-500318. A Notice of Bankruptcy was filed as to GMAC Mortgage and ETS on June 4, 2012. Claimant filed a Fourth Amended Complaint on August 23, 2012 against Debtors as wells as MERS, MortgageIT, Wells Fargo and Deutsche Bank. The court granted dismissal with prejudice of the first amended complaint as to non-Debtors on June 13, 2013, including Wells Fargo, Deutsche Bank and MortgageIT.</p> <p>There were claims that were only pled against Debtors that were not pled against non-Debtors that received the dismissal.</p> <p>Debtors have no liability for Claimant's origination-based claims because no Debtor was involved in the origination of Claimant's loan. The loan was originated by MortgageIT, Inc.</p> <p>Debtors have no liability for wrongful foreclosure claims because i) at the time of foreclosure sale on March 9, 2010 Claimant owed July 2009 through March 2010 payments, and had not made arrangements to bring their account current, and ii) Claimants failed to comply with the final two Repayment Plans set-up on the account In December 2009 and February 2010, respectively.</p> <p>Debtors have no liability for loan modification-related claims or claims involving improper handling of loss mitigation efforts because Claimant has failed to prove</p>	9, 10-11, 16-17

Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
					<p>how they were damaged by such allegations. Debtors' records demonstrate an extensive effort to work with Claimant to prevent foreclosure, including providing Claimant with a permanent loan modification in January 2009 and several subsequent repayment plans after Claimant failed to make payments under the modification agreement. Debtors acknowledge the mistake of inadvertently not setting up the Repayment Plan promised to Claimant on October 5, 2009, and returning the two payments Claimant made under the Oct 5, 2009 Repayment Plan. However, Debtors' records show Debtor remedied the mistake by providing Claimant with a new Repayment Plan on December 9, 2009 and a subsequent Repayment Plan in February 2010.</p> <p>Below is a chronology of the relevant events from the point Claimant first fell behind on payments to the point of foreclosure:</p> <p>Debtors' records show Claimant's default started in October 2008. Claimant submitted a loss mitigation workout packed on December, 10 2008 and Debtors mailed a 10 Day Missing Items Letter to Claimant. Debtors stopped modification review on December 13, 2008 due to Claimant's negative financial surplus. On December 26, 2008 Claimant spoke to Debtors and advised no need to send missing workout information as modification has been denied based on insufficient income. Claimant advised to use rental income of \$6100 that was not included prior and will submit proof of income for review. Debtors mailed Claimant a Non-Sufficient Funds Letter on December 29, 2008 related to payment made December 15, 2008 in amount of \$2,846.94 due to Claimant's bank stating account did not have funds to fulfill payment. Claimant's proof of rental income was received on January 2, 2009. Debtors mailed</p>	

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						<p>breach letter on January 2, 2009 as December 2008 and January 2009 payments were delinquent.</p> <p>A traditional permanent modification was approved on January 22, 2009. On July 27, 2009, Debtors had to reverse payment received July 15, 2009 in amount of \$2,619.21 because Claimant's bank reported there were insufficient funds. Breach letter was sent on August 4, 2009 as loan was due for July and August 2009 payments. On August 4, 2009, Debtors advised Claimant of payment returned for insufficient funds and how to make payments via Western Union and MoneyGram. Claimant advised would make July 2009 payment on August 4, 2009 and August 2009 payment on August 15, 2009. Debtors setup a Repayment Plan on the account to reflect the dates these two payments would come in. On August 19, 2009, the July and August 2009 payments were due according to Repayment Plan setup on August 4, 2009, however, payments were not received and the Repayment Plan was cancelled.</p> <p>Debtors referred account to foreclosure on September 8, 2009 as account was due for July through September 2009 payments. Claimant alleges the Notice of Default from September 2009 included inaccurate amounts due, which is incorrect. The initial breach letter showed a total amount due of \$5,714.06 (payments (July/August) \$5238.42; Late Charges \$415.64 and Fees/Costs \$60.00). Loan was referred to Foreclosure September 9, 2009, and amount due was \$8,475.48 (payments (July/Aug/Sept) \$7,857.63; Late Charges \$546.60 and Fees/Costs \$71.25). NOD went out September 11, 2009 with total of \$10,522.56 (which included additional foreclosure fees).</p> <p>Debtors set up a two month Repayment Plan with a payment due September 18, 2009 in amount of</p>	

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					<p>\$2,619.21 and the second payment due October 18, 2009 in amount of \$9,825.48. Repayment Plan was cancelled (letter was mailed to Claimant) on October 1, 2009 as no payments were received. On October 5, 2009, Claimant advised Debtor that payment for Repayment Plan was made but had been returned. Debtors advised payment was sent to wrong address. Debtors advised would reset Repayment Plan with first payment due October 6, 2009 in amount of \$2,619.21, and on that call, Claimant stated they could pay the remaining balance due on the account of \$19,772.34 on October 25, 2009 to bring account current. Following this phone discussion, Debtor did not set-up the Repayment Plan as agreed, which was Debtor's error. Because no Repayment Plan was setup on the account, Debtor returned Claimant's payments of \$2,619.21 and \$9,825.45 on October 12, 2009 and October 24, 2009, respectively, on the basis that those payments were not enough to fully reinstate Claimant's account. Although Debtors neglected to reset the Repayment Plan as promised, Debtors remedied the mistake by providing Claimant with a new Repayment Plan on December 9, 2009.</p> <p>On December 9, 2009, Debtors advised Claimant that they would set-up a six month repayment plan with a first payment of \$2,619.21 due on December 18, 2009. On December 29, 2009 Debtors advised of next payment due on Repayment Plan. On January 18, 2010 Claimant told Debtor they would make the payment that was due right away. Debtors mailed Repayment Plan Cancellation Letter to Claimant on January 28, 2010 due to Claimant not making payment due January 18, 2010. On February 3, 2010 Claimant advised selling home. Debtors advised Claimant needs to send in listing agreement for consideration.</p>	

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						<p>On February 4, 2010, Debtors advised that a foreclosure sale was setup for February 9, 2010. As an accommodation to Claimant to allow Claimant time to sell the property, Debtors setup a Repayment Plan with first payment due February 20, 2010 in amount of \$2,619.21, and postponed the February 9, 2009 foreclosure sale until March 9, 2010. Debtors mailed Repayment Plan Cancellation Letter to Claimant on March 5, 2009 due to Claimant not making the payment due February 20, 2010. Because Claimant failed to make payments under the February repayment plan and did not make arrangements with Debtor to bring the account current, a foreclosure sale was held on March 9, 2010.</p> <p>Based on the facts and reasons stated above, the proof of claim does not give rise to liability for claims of deceit, fraudulent concealment, intentional misrepresentation, breach of contract, breach of implied covenant of good faith and fair dealing, promissory estoppel, equitable estoppel, wrongful foreclosure, or CA Business and Professional Code 17200.</p>	
23	<p>Lois Elaine Van Hovel c/o Denny Decker</p> <p>05 West Park #5</p> <p>Libertyville, IL 60048</p>	6394 12/19/2012	UNLIQUIDATED General Unsecured	GMAC Mortgage, LLC 12-12032	Amended & Superseded	<p>Claim No. 6394 was amended or replaced by Claim No. 6450. This is supported by Claimant's stated intention on page 1 of the proof of claim form that Claim 6450 is to amend and replace claims 6394 and 6402.</p>	13

	Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
24	Lois Decker c/o Denny Decker 705 West Park #5 Libertyville, IL 60048	6402 12/24/2012	UNLIQUIDATED General Unsecured	GMAC Mortgage, LLC 12-12032	Amended & Superseded	Debtors object to Claim No. 6402 on the basis that Claim No. 6402 was amended or replaced by Claim No. 6450. This is supported by Claimant's stated intention on page 1 of the proof of claim form that Claim 6450 is to amend and replace claims 6394 and 6402.	13
25	Lois Elaine Van Hoven Decker c/o Denny Decker 705 West Park #5 Libertyville, IL 60048	6450 02/22/2013	BLANK General Unsecured	GMAC Mortgage, LLC 12-12032	Interest Rates and Fees Collected, General Servicing Issues	In Claim No. 6450, Claimant i) alleges wrongful charging of property inspection fees estimated at \$3,075 related to account# 0535964506, and ii) disputes having received the proceeds of \$36,889.50 in advances from their HELOC account and seeks reversal of this amount from their loan balance and "any interest charges tied to it". Debtors have no liability for wrongful charging of property, inspection fees estimated at \$3,075 because Debtors records show all inspections fees were charged in accordance with Debtors' servicing policies and the terms of the note and mortgage. Debtors' standard business practice is to conduct a property inspection every month until an account is brought current after it has fallen 45 days or more delinquent. Debtors' records show all inspections completed on the property were within these parameters. The terms of the mortgage executed by Claimant layout terms by which inspections can be charged to a borrower. According to section 14 of the Mortgage Deed of Trust signed by Claimant, "Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and	8-9, 12

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						<p>valuation fees.” Furthermore, Debtors’ records show that Claimant was only charged a total of \$436 for inspection fees (not \$3,075), which occurred between September 26, 2006 and November 16, 2012.</p> <p>Debtors have no liability for the assertion that Claimant did not receive the proceeds from \$36,889.50 in HELOC advances because Debtors’ records show Claimant received the proceeds of all draws made from the HELOC account, Claimant affirmed the principal balance of Claimant’s loan, which included the draws at issue, when Claimant executed a permanent modification of Claimant’s HELOC loan April 7, 2010, and at no time during the loan modification process did Claimant dispute any advances on the line. Claimant has provided no proof that the proceeds were not received, and Claimant’s assertions are barred by California’s statute of limitations.</p> <p>Debtors’ servicing records show Claimant’s HELOC loan originated on March 29, 2004 and had a \$93,000 draw limit. Debtor sent to Claimant sixteen checks payable to either Lois Decker or Lois Van Hoveln Decker from Claimant’s HELOC account between August 2004 to September 2005. Those draws ranged from \$500 to \$8,140.09 and totaled \$95,437.67. Claimant’s payments towards principal totaled \$3,029.50 between 2004 and 2008.</p> <p>Debtors received a workout package for modification review on February 26, 2010. Debtors received Claimant’s signed modification documents on April 7, 2010. The permanent traditional modification for the HELOC was completed on April 28, 2010 reducing the interest rate from 4% to 2% and forgiving \$18,397, thereby reducing unpaid principal balance from</p>	

Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
					<p>\$91,985.00 to \$73,588.00. In the executed modification agreement, Claimant affirms the debt owed on the mortgage; and prior to filing Claims 6450, 6402 and 6394 (on February 22, 2013, December 24, 2012 and December 19, 2012, respectively) , Debtors have no record of Claimant ever disputing the advances on the HELOC account.</p> <p>Furthermore, Debtors have no liability because the HELOC-related claims are barred by California's statute of limitations. The underlying property is in CA, which has a statute of limitations of 4 years for breach of written contracts, and 3 years for fraud (California Civil Procedures Codes §337 and §338, respectively). In this case, the transactions at issue occurred no later than September 2005, which is over 7 years prior to when Claimant first raised this issue in their proofs of claims. In California, a fraud claim accrues or begins when the victim discovered the fraud, except in the cases where victim should have discovered those facts with reasonable diligence (the "Discovery Rule"). Case law has interpreted this accrual provision to mean that 'a cause of action [under Code Civ. Proc., § 338(d)] accrues, and the limitations period commences to run, when the aggrieved party could have discovered the . . . mistake through the exercise of reasonable diligence.' " (<i>Creditors Collection Serv. v. Castaldi</i> (1995) 38 Cal.App.4th 1039, 1044 [45 Cal.Rptr. 2d 511]). Claimant does not have a Discovery Rule defense because Claimant should have discovered the alleged mistake or fraud by simply reviewing Claimant's monthly mortgage statements. The transactions at issue occurred between 2004 and 2005. Beginning in 2004 until servicing transferred to Specialized Loan Servicing on December 1, 2010, Debtor provided Claimant with monthly</p>	

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						statements containing an accounting of the advances, withdrawals, and balances owing under Claimant's HELOC, but Claimant did not dispute the balances or suggest fraud with Debtor until late 2012. It is reasonable to assume Claimant should have noticed the advance(s) at issue totaling \$36,889.50 when they received the monthly statements. On the contrary, it seems unreasonable that Claimant would not have noticed the alleged \$36,889.50 at issue and the resulting inflated principal balance because this amount was a significant portion of Claimant's unpaid balance from Sept 2005 until servicing transferred in 2010.	
26	Michael and Gloria McGuinty 8708 53rd Terrace East Bradenton, FL 34211	5970 11/28/2012	UNLIQUIDATED General Unsecured	Residential Capital, LLC 12-12020	Loan Modification	<p>The loan was originated on August 12, 2003 by GMACM in the amount of \$273,500 and subsequently sold to Fannie Mae. GMACM serviced the loan from August 12, 2003 until November 18, 2011 when the redemption period expired following the foreclosure sale.</p> <p>The claim is based on the denial of a HAMP modification. Specifically, claimant asserts that (1) GMACM required the claimants to provide "strange requests" for "documents that dated back to 2000 or ten years old" in order to review the modification, (2) GMACM wrongfully refused to grant a modification of the loan; and (3) GMACM sold the property in foreclosure sale for a profit. Attached to the claim are numerous documents and correspondence that the claimants assert support their allegations.</p> <p>Debtors have no liability for wrongful denial of a HAMP modification because (1) the claimants did not qualify for a HAMP modification and (2) the information requested by the Debtors was necessary for an account to be reviewed for the HAMP program. Debtors have no liability for the assertion that GMACM sold the property</p>	16-17

Name of Claimant	Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
					<p>in foreclosure sale for a profit because the assertion is incorrect.</p> <p>The paperwork requested by GMACM of Mr. and Ms. McGuinty was necessary as the HAMP program requires a complete package of documents for an account to be approved for the HAMP modification program. GMACM's servicing notes indicate that Mr. and Ms. McGuinty were informed of the missing information needed on February 24, 2010, which was the award letter for Mr. and Ms. McGuinty's Chase IRA, award letter for GM retirement plan and signed hardship affidavit. The HAMP program required all of this information as proof of income to confirm Mr. and Ms. McGuinty were receiving the income listed on their financial form. According to the Debtors' books and records, Mr. and Ms. McGuinty applied for a loan modification on June 6, 2009. They were denied a modification on July 20, 2009 due to insufficient income to support the property. GMACM denied the modification of the McGuinty Loan under the HAMP program for insufficient income to support the property based on the following information that was received in the Mr. and Ms. McGuinty's workout package: Mr. and Ms. McGuinty received a total of \$4,595.17 every month from a pension and social security income. Their listed total expenses based on the financial form received in the same workout package equal \$7,345.70, which left a deficit of \$2,750.53. The deficit amount was more than four times their monthly mortgage payment at the time of review, which was \$620.45. Therefore, not even the complete elimination of their mortgage payment would have resolved the McGuinty's monthly income deficit.</p> <p>The Debtors' books and records indicate that Mr. and Ms. McGuinty again applied for a loan modification on</p>	

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>February 7, 2010. The McGuinty's were not approved for a modification and were denied on March 10, 2010 due to insufficient income to support the modified payment. The McGuinty's loan modification was denied based on the following information that the Debtors received in Mr. and Ms. McGuinty's workout package: Mr. and Ms. McGuinty received a total of \$4,835.17 monthly from pension and social security income. According to GMACM's servicing notes, the workout package also listed monthly income of \$5,000 stemming from money borrowed from Mr. And Ms. McGuinty's IRA account. As borrowings do not qualify as monthly income, GMACM was unable to consider it in assessing Mr. and Ms. McGuinty's eligibility for loan modification. Mr. and Ms. McGuinty's workout package indicated that total monthly expenses were \$7,998.78, which represented an increase in expenses from their previous modification request. After factoring Mr. and Ms. McGuinty's eligible monthly income and total expenses, this left a deficit of \$3,153.61. This time, the monthly deficit amount was nearly four times more than the amount of the mortgage payment at the time of review, which was \$798.04. Not even the elimination of their mortgage payment would have resolved the McGuinty's monthly income deficit. According to the Debtors' books and records, Mr. and</p> <p>Ms. McGuinty applied for a modification again on December 17, 2010. At this time, the McGuinty's were approved for a HAMP trial plan with payments due March 1, 2011, April 1, 2011, and May 1, 2011. Subsequently, the McGuinty's were denied a permanent modification on April 6, 2011 because Mr. and Ms. McGuinty did not make their first trial payment due March 1, 2011. A modification review cannot move forward if the trial plan is not completed by the claimant</p>	

		Claim Number and Date Filed	Claim Amount	Asserted Debtor Name and Case Number	Reason for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
						<p>and Mr. and Ms. McGuinty did not comply with the terms of the trial plan.</p> <p>The loan was referred to foreclosure on April 9, 2011. The foreclosure sale took place May 18, 2011. At the time the property was sold, the loan was due for August 2, 2010. Sale occurred on May 18, 2011, with the redemption period expiring on November 18, 2011. The loan's owner, Fannie Mae, acquired the property at foreclosure sale with a credit bid of \$247,537.59, which was the total balance owed by Claimant at the time of foreclosure sale and included amounts owing for principal, interest, escrows and fees. Public records show Fannie Mae sold the property for \$230,000 on or about February 13, 2012, which is less than the total amounts Claimant owed at foreclosure. Neither the Debtors nor Fannie Mae profited from the sale of the property.</p>	

Exhibit 2

Horst Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:	)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u>,	)	Chapter 11
)	
Debtors.	)	Jointly Administered
_____)	

**DECLARATION OF DEANNA HORST IN SUPPORT OF
RESCAP BORROWER CLAIMS TRUST’S SEVENTY-FIFTH OMNIBUS
OBJECTION TO CLAIMS (NO LIABILITY BORROWER CLAIMS)**

I, Deanna Horst, hereby declare as follows:

1. I am the Chief Claims Officer for The ResCap Liquidating Trust (the “Liquidating Trust”),¹ and I previously served as Chief Claims Officer for Residential Capital, LLC and its affiliates (“ResCap”), a limited liability company organized under the laws of the state of Delaware and the parent of the other debtors in the above-captioned Chapter 11 Cases (collectively, the “Debtors”). I have been employed by affiliates of ResCap since August of 2001. In June 2012, I became Senior Director of Claims Management for ResCap and in October of 2013, I became the Chief Claims Officer. I began my association with ResCap in 2001 as the Director, Responsible Lending Manager, charged with managing the Debtors’ responsible lending on-site due diligence program. In 2002, I became the Director of Quality Asset Management, managing Client Repurchase, Quality Assurance and Compliance—a position I held until 2006, at which time I became the Vice President of the Credit Risk Group, managing Correspondent and Broker approval and monitoring. In 2011, I became the Vice President, Business Risk and Controls, and supported GMAC Mortgage, LLC and Ally Bank in this role.

¹ The Liquidating Trust and the Trust are parties to an Access and Cooperation Agreement, dated as December 17, 2013, which, among of things, provides the Trust with access to the books and records held by the Liquidating Trust and Liquidating Trust’s personnel to assist the Trust in performing its obligations.

In my current position, I am responsible for Claims Management and Reconciliation and Client Recovery. I am authorized to submit this declaration (the “Declaration”) in support of *ResCap Borrower Claims Trust’s Seventy-Fifth Omnibus Objection to Claims (No Liability Borrower Claims)* (the “Objection”).²

2. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors’ operations and finances, information learned from my review of relevant documents and information I have received through my discussions with former members of the Debtors’ management or other former employees of the Debtors, the Debtors, the Liquidating Trust and the Trust’s professionals and consultants, and/or Kurtzman Carson Consultants LLC (“KCC”), the Debtors’ noticing and claims agent. If I were called upon to testify, I could and would testify competently to the facts set forth in the Objection on that basis.

3. In my capacity as Chief Claims Officer, I am intimately familiar with the claims reconciliation process in these Chapter 11 Cases. Except as otherwise indicated, all statements in this Declaration are based upon my familiarity with the Debtors’ books and records, the Debtors’ schedules of assets and liabilities and statements of financial affairs filed in these Chapter 11 Cases (collectively, the “Schedules”), my review and reconciliation of claims, and/or my review of relevant documents. I or my designee at my direction have reviewed and analyzed the proof of claim forms and supporting documentation, if any, filed by the claimants listed on Exhibit A annexed to the Proposed Order. Since the Plan became effective and the Trust was established, I, along with other members of the Liquidating Trust’s management or other employees of the Liquidating Trust have consulted with the Trust to continue the claims

² Defined terms used but not defined herein shall have the meanings ascribed to such terms as set forth in the Objection.

reconciliation process, analyze claims, and determine the appropriate treatment of the same. In connection with such review and analysis, where applicable, I or the Liquidating Trust personnel under my supervision, and the Liquidating Trust's and the Trust's professional advisors have reviewed (i) information supplied or verified by former personnel in departments within the Debtors' various business units, (ii) the Debtors' books and records, (iii) the Schedules, (iv) other filed proofs of claim, and/or (v) the Claims Register maintained in the Debtors' Chapter 11 Cases.

4. Under my supervision, considerable resources and time have been expended to ensure a high level of diligence in reviewing and reconciling the proofs of claim filed in these Chapter 11 Cases. The Liquidating Trust, in support of the Trust, diligently evaluated any information provided by the claimants who filed the No Liability Borrower Claims, listed on Exhibit A to the Proposed Order. In accordance with the Borrower Claim Procedures, the Debtors previously contacted those Borrowers who filed the No Liability Borrower Claims whose claims were filed with insufficient or no supporting documentation and requested that they provide additional information so that the Debtors could reconcile such claimants' filed claims with the Debtors' books and records. Beginning in May of 2013, the Debtors sent Request Letters, substantially in the form as those attached at Exhibit 4 to the Objection, to the applicable Borrowers requesting additional documentation in support of their respective No Liability Borrower Claims. The Borrowers who received the Request Letters either failed to respond to the Debtors' requests or failed to provide sufficient information to establish a basis for liability.

5. At my direction and with my oversight, the Liquidating Trust, in support of the Trust, thoroughly reviewed the No Liability Borrower Claims listed on Exhibit A to the Proposed Order, together with information contained within the Debtors' books and records.

6. These efforts led to the conclusion that there is no present liability due and owing to such claimants and the specific objections to the allowance of such claims are set forth on Exhibit A to the Proposed Order in the column titled "*No Liability Summaries.*" The explanations for the requested disallowance of each claim set forth under the heading titled "*No Liability Summaries*" are incorporated by reference into this Declaration as if fully set forth herein.

7. In general, the Trust's objection to each No Liability Borrower Claim falls under one or more of the following thirteen categories:

- (i) **General No Liability.** This category includes claims:
- relating to requests to reduce or forgive outstanding loan balances or to reduce interest rates;
 - asserting that a Debtor is responsible for liabilities of non-Debtor entities;
 - for which the claimants have, subsequent to filing the claims, admitted to the Debtors or Special Counsel that the Debtors have no liability; or
 - that otherwise do not constitute a valid obligation of the Debtors (collectively, the "General No Liability Claims").

To assess the validity of these claims, the Liquidating Trust, in support of the Trust, reviewed the Debtors' books and records that were prepared and kept by the Debtors in the course of their regularly conducted business activities, including (a) the claimant's transaction history showing the payments the claimant has made and the Debtors' application of those payments to principal, interest, fees, and escrows, as applicable (the "Loan Payment History"), (b) the Debtors' records tracking the history of the servicing of the claimant's loan, including but not limited to documenting instances of i) communication with the claimant, ii) letters and notices sent by the Debtors to the claimant, and iii) the Debtors' efforts to foreclose, conduct loss mitigation efforts, inspect properties, pay taxes and insurance on behalf of the claimant, and other standard servicing activity (collectively, the "Internal Servicing Notes"), and (c) other records that are specifically identified in the Objection. See Objection at pp. 7-8. Based on this review, the General No Liability Claims are not valid liabilities of the Debtors.

- (ii) **General Servicing Issues**. This category includes claims based on general servicing issues, including assertions that a Debtor misapplied mortgage payments, provided incorrect information or reporting to the claimant, made improper collection calls, failed to release a lien on a timely basis, failed to respond to Qualified Written Requests, wrongfully transferred servicing or wrongfully sold the claimant's loan (the "**General Servicing Issues Claims**"). To assess the validity of these claims, the Liquidating Trust, in support of the Trust, reviewed the Debtors' books and records that were prepared and kept by the Debtors in the course of their regularly conducted business activities, including the Internal Servicing Notes, Loan Payment History, letters between the Debtors and the applicable Borrower(s), executed mortgage notes and deeds of trust, and other relevant documents that are specifically identified in the Objection. See Objection at pp. 8-9.

Based on this review, the General Servicing Issues Claims are not valid obligations of the Debtors because: (a) the alleged events involving General Servicing Issues never took place; (b) the Debtor remedied the alleged error or mishandling, and as a result, the Claimant did not incur any damages or failed to provide evidence of damages; and/or (c) the Debtor acted properly in servicing the loan, in accordance with the Debtors' standard policies and procedures and the terms of the executed note and deed of trust.

- (iii) **Origination Issues**. This category includes claims based on loan origination issues, which include, without limitation, claims relating to disputes regarding the loan application and closing process, disclosures, loan terms, rights of rescission or a purportedly defective title exam (the "**Origination Issues Claims**"). To assess the validity of these claims, the Liquidating Trust, in support of the Trust, reviewed the Debtors' books and records that were prepared and kept by the Debtors in the course of their regularly conducted business activities, including the claimants' executed mortgage notes and other documents that are specifically identified in the Objection, see Objection at p. 9, to determine whether any Debtor was involved in the origination of the applicable loans.

Based on this review and the Trust's review of applicable state and federal law, the Origination Issues Claims are not valid liabilities of the Debtors because no Debtor entity was involved in the origination of the applicable loans.

- (iv) **Escrow Issues**. This category includes claims based on the alleged improper application or calculation of escrow amounts (the "**Escrow Issues Claims**"). To assess the validity of these claims, the Liquidating Trust, in support of the Trust, reviewed the Debtors' books and records that were prepared and kept by the Debtors in the course of their regularly conducted business activities, including the Debtors' escrow receipts and payments, the annual escrow analysis sent to Borrowers, and any Internal Servicing Notes and written communication between the Debtors and the applicable Borrower(s) as well as other documents that are specifically identified in the Objection. See Objection at pp. 9-10.

Based on this review, the Escrow Issues Claims are not valid liabilities of the Debtors. In cases where a claimant asserted that they were owed a refund, the payments to the

Debtors received were all correctly applied. In cases where a claimant asserted that the escrow collected was insufficient to cover the property taxes and insurance, the Trust reviewed the escrow statements issued to the claimant, which outlined the amounts paid that year compared to what was estimated, as well as Internal Servicing Notes to the extent that there was an escrow account added to the loan, and determined that the Debtors have no liability as long as all amounts received from the Borrower were accurately recorded because the Borrowers are liable for the taxes and insurance on their real property. In cases where a claimant asserted that it was owed a refund, the Trust looked at (1) the escrow statement issued to the claimant to determine if there was a refund due, (2) the history of the loan to determine if a check was issued for the refund and (3) the internal account notes to determine if there were discussions with the claimant regarding an escrow refund not being received, and found that any refunds due were previously paid. Moreover, to the extent that the Debtors' books and records indicated that the issues asserted by a claimant occurred after the Debtors ceased servicing the underlying loan, the Debtors have no liability for the claim.

- (v) **Wrongful Foreclosure**. This category includes claims based, either directly or indirectly, on allegations of wrongful foreclosure by the Debtors (the "Wrongful Foreclosure Claims").

To assess the validity of these claims, the Liquidating Trust, in support of the Trust, reviewed the Debtors' books and records that were prepared and kept by the Debtors in the course of their regularly conducted business activities, to verify that the Debtors foreclosed properly and, where applicable, took the appropriate loss mitigation steps. Specifically, the Trust reviewed Payment History, Internal Servicing Notes, as well as, where applicable, the claimants' loan modification applications, loan modification approval letters, loan modification denial letters, compliance with loan modifications (trial and/or permanent), compliance with any other payment plans (forbearance and repayment), short sale applications and history, investor guidelines and/or direction, breach letters, and/or foreclosure related documents. Where a claimant asserted that he or she did not execute the mortgage note, the Trust also examined Internal Servicing Notes to determine whether any previous identity theft claims were alleged, and compared the signatures on other executed documents in the claimant's file, as well as examining the Loan Payment History and any other information in the Debtors' possession including tax records reflecting whether the claimant deducted interest on the mortgage. Moreover, where a Wrongful Foreclosure Claim was based on issues related to a short sale, the Trust further reviewed the Debtors' records to determine whether a short sale approval had been requested, and, if so and if such request was denied, whether the reason for denial was proper.³ See Objection at pp. 10-11.

Based on this review, the Wrongful Foreclosure Claims are not valid liabilities of the Debtors.

³ Appropriate reasons for denying a short sale request include, without limitation, a claimant's failure to submit executed sale contracts, a claimant's failure to obtain approval from second lien holders and/or a claimant's short sale request did not comply with the investor's requirements.

- (vi) **Standing Issues**. This category includes claims alleging that the Debtors lacked standing to service, foreclose or otherwise enforce the terms of the claimant's loan (the "Standing Issues Claims"). To assess the validity of these claims, the Liquidating Trust, in support of the Trust, reviewed the Debtors' books and records that were prepared and kept by the Debtors in the course of their regularly conducted business activities, including the claimant's mortgage or deed of trust, documents relating to chain of ownership, relevant assignments of interests in the loan, Loan Payment History, and Internal Servicing Notes. Based on this review, the Standing Issues Claims are not valid liabilities of the Debtors because the Debtors had proper authority to service or foreclose the loan and to enforce the terms of the claimant's loan on behalf of the owner of the loan. See Objection at pp. 11-12.
- (vii) **Interest Rates and Fees Collected**. This category includes claims based on assertions that either (a) interest rates charged to the claimant were incorrect, incorrectly adjusted, or incorrectly not adjusted (the "Interest Rates Claims") or (b) the fees charged to the claimant were incorrect or inappropriate (the "Fees Collected Claims," and together with the Interest Rates Claims, the "Interest Rates and Fees Collected Claims"). To assess the validity of these claims, the Liquidating Trust, in support of the Trust, reviewed the Debtors' books and records that were prepared and kept by the Debtors in the course of their regularly conducted business activities, including the claimant's note, any adjustable rate rider and related documents, notices and/or adjustment letters sent to the claimant, Loan Payment History and fees charged, and other documents that are specifically identified in the Objection. See Objection at p. 12. Based on this review, the Interest Rates and Fees Collected Claims are not valid liabilities of the Debtors because the interest rates and fees charged were consistent with the governing loan documents, the Debtors' servicing policies, and if applicable, investor guidelines and/or servicing agreements.
- (viii) **Credit Reporting Issues**. This category includes claims that are based, either directly or indirectly, on alleged errors by the Debtors in how they reported the Borrower's loan performance to credit reporting agencies, including claims alleging that the Debtors failed to apply or misapplied mortgage payments resulting in a negative report regarding the Borrower's loan performance (the "Credit Reporting Issues Claims"). To assess the validity of these claims, the Trust examined the Debtors' books and records for evidence that the alleged payments were made, which included reviewing Loan Payment History, Internal Servicing Notes containing information reported to the credit bureaus, prior communications with the credit bureaus, as well as any supporting documentation attached to the Credit Reporting Issues Claims. See Objection at p. 13.
- (ix) **Amended and Superseded**. This category includes claims that have been amended and superseded by at least one subsequently-filed, corresponding claim by the same creditor (the "Amended Claims").

To confirm that a claim was amended and superseded by subsequently-filed claims, the Trust validated that (a) the claimant's assertions in subsequently-filed claim(s) included all of the assertions made in the Amended Claim, or if applicable (b) claimant expressly

stated within the subsequently-filed claim their intention to amend or replace the Amended Claim. See Objection at p. 13.

- (x) **Insufficient Documentation**. This category includes claims that either (a) fail to identify the amount of the claim and the basis for claim, or (b) identify the claim amount but do not provide an explanation or attach any supporting documentation to substantiate the claim amount (the “Insufficient Documentation Claims”).

The Debtors sent Request Letters in connection with all of the Insufficient Documentation Claims to the either the property address or email address marked on the proof of claim by Claimant as the “address where notices should be sent”. In each instance, Claimant either failed to respond or provided insufficient information to establish a basis for liability. See Objection at pp. 13-14.

- (xi) **Estoppel by Waiver**.

This category includes claims barred from relief because the Claimants effectively waived their right to pursue the Claim against the Trust because the Claimant failed to affirmatively assert the Waived Claims in their respective bankruptcy cases (all of which have been closed), and therefore, it is my understanding that they are judicially estopped from bringing those same claims in the Debtors’ Chapter 11 Cases (the “Waived Claims”). See Objection at pp. 14-15.

With respect to the Waived Claims, the Trust examined the proofs of claims in conjunction with public bankruptcy records and validated that:

- (a) Claimant filed for individual bankruptcy protection and received a discharge,
 - (b) the basis for claim comprising each of the Waived Claims involves assertions and alleged damages that occurred prior to either (i) Claimant’s respective individual bankruptcy filing(s) or (ii) Claimant’s filing of amended schedules in those cases,
 - (c) Claimant did not include the Waived Claims in the schedule of assets filed by Claimant in their bankruptcy case(s), and
 - (d) Claimant never raised such claims in any other proceeding during their individual bankruptcy case (e.g., an adversary proceeding).
- (xii) **Res Judicata**. This category includes claims related to litigation that has already been adjudicated (the “Res Judicata Claims”). The Trust diligently reviewed the case notes from the Debtors’ internal electronic case management system and the Debtors’ internal files, relating to the litigation, including relevant underlying documents such as the note, loan agreement and/or deed of trust (the “Litigation File”). In each case, the Debtors or the Liquidating Trust (on behalf of the Trust) as applicable, supplemented the Litigation File by reaching out to the outside counsel who previously handled the litigation for the Debtors to obtain a current update as to the status of the litigation, as well as copies of any relevant case dockets, complaints, answers, counterclaims, motions, responsive pleadings, judgments, orders, and any other relevant documents relating to the underlying litigation. The allegations set forth in each Res Judicata Claim were compared to the

information contained in the Litigation Files (as supplemented with information provided by outside counsel), as well as the Debtors' books and records. See Objection at pp. 15-16.

- (xiii) **Loan Modification**. This category includes claims based on loan modification issues (the "**Loan Modification Claims**"), which allege, among other things, that the Debtors (a) failed to provide a loan modification,⁴ or (b) provided a loan modification, but the claimant believes the terms of the modification were not as favorable to the claimant as those to which claimant believed he or she was entitled. To assess the validity of these claims, the Liquidating Trust, in support of the Trust, reviewed the Debtors' books and records that were prepared and kept by the Debtors in the course of their regularly conducted business activities, to verify that the Debtors followed the applicable investor guidelines and policies regarding loan modifications. Specifically, the Trust reviewed Internal Servicing Notes, Loan Payment History, and, where applicable, loan modification agreements, loan modification applications, loan modification denial letters, loan modification approval letters, the claimant's compliance with modifications (trial and/or permanent) and any instructions or guidelines provided by the investor for the claimant's loan. See Objection at pp. 16-17.

Based on this review, the Loan Modification Claims are not valid liabilities of the Debtors because: (a) in cases where a loan modification request was denied, the Debtors complied with the applicable investor guidelines and policies governing the loan modification process; (b) in the cases where the claimant obtained a loan modification, the claimant was not damaged by the loan modification assistance provided; and (c) in the cases where the claimant disputes the terms of his or her loan modification, the Trust verified that (i) the claimant agreed to the terms by executing the underlying agreement, and (ii) the Debtors administered or serviced the loan modification in accordance with the governing loan documents, the Debtors' servicing policies, and if applicable, investor guidelines and/or servicing agreements.

8. If the No Liability Borrower Claims are not disallowed and expunged, the parties asserting such claims may potentially receive an improper distribution on account of the asserted liabilities to the detriment of other Borrower claimants.

4 As a regular part of the Debtors' business practices, the Debtors offered mortgage loan modifications to Borrowers in financial distress, pursuant to certain guidelines established by the investors ("**Traditional Modifications**"). The Home Affordable Modification Program ("**HAMP**") is an administrative program that was implemented in April 2009 by the United States Treasury Department to help eligible homeowners with loan modifications on their home mortgage debt. HAMP provided the Debtors with an additional type of loan modification (a "**HAMP Modification**") for assisting eligible Borrowers experiencing financial distress.

9. Before filing this Objection, to the best of my knowledge, the Trust fully complied with all applicable provisions of the Borrower Claim Procedures set forth in the Procedures Order.

10. Accordingly, based upon this review, and for the reasons set forth in the Objection and Exhibit A to the Proposed Order, I have determined that each No Liability Borrower Claim that is the subject of the Objection should be accorded the proposed treatment described in the Objection.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 17, 2014

/s/ Deanna Horst
Deanna Horst
Chief Claims Officer for The ResCap
Liquidating Trust

Exhibit 3

Rosenbaum Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u>,	)	Chapter 11
)	
Debtors.	)	Jointly Administered
)	

**DECLARATION OF NORMAN S. ROSENBAUM IN SUPPORT OF
RESCAP BORROWER CLAIMS TRUST'S SEVENTY-FIFTH OMNIBUS
OBJECTION TO CLAIMS (NO LIABILITY BORROWER CLAIMS)**

Norman S. Rosenbaum, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury:

1. I am a partner in the law firm of Morrison & Foerster LLP ("M&F"). M&F maintains offices for the practice of law, among other locations in the United States and worldwide, at 250 West 55th Street, New York, NY 10019. I am an attorney duly admitted to practice before this Court and the courts of the State of New York. By this Court's Order entered on July 16, 2012, M&F was retained as counsel to Residential Capital, LLC and its affiliated debtors (the "Debtors"). Following the Effective Date,¹ M&F has been retained as counsel to the ResCap Borrower Claims Trust (the "Trust").

2. I submit this declaration in support of the Objection and in compliance with this Court's Order entered March 21, 2013, pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rules 1009, 3007 and 9019(b), approving (i) claim objection procedures; (ii) Borrower Claim procedures; (iii) settlement procedures; and (iv) schedule amendment procedures [Docket No. 3294] (the "Claim Objection Procedures Order").

¹ Unless otherwise indicated herein, capitalized terms shall have the meanings ascribed to them in the *ResCap Borrower Claims Trust's Seventy-Fifth Omnibus Objection to Claims (No Liability Borrower Claims)* (the "Objection")

3. It is my understanding that in connection with the filing of the Objection, prior to the Effective Date of the Plan, the Debtors complied with the Borrower Claim Procedures. I have been advised by M&F attorneys under my supervision that, prior to the Plan's Effective Date, in accordance with the Claims Objection Procedures Order, the Debtors first reviewed a preliminary Borrower Claim List (as such term is defined in the Procedures Order), and then determined if such claims contradicted the information in the Debtors' books and records. Thereafter, the Debtors identified those claimants who should receive a Request Letter.

4. To the best of my knowledge, the Debtors sent a Request Letter to those Borrowers that the Debtors and SilvermanAcampora LLP, Special Counsel to the Creditors' Committee, agreed should receive a Request Letter, with the Debtors providing copies of such letters to Special Counsel.

5. To the best of my knowledge, prior to the filing of the Objection, the Debtors and the Trust have fully complied with all other applicable terms of the Claim Objection Procedures Order.¹

I declare under penalty of perjury that the foregoing is true and correct.
Executed in New York, New York on September 17, 2014

/s/ Norman S. Rosenbaum
Norman S. Rosenbaum

¹ The Objection deviates from the Borrower Claim Procedures in that it is not supported by a declaration from Special Counsel. As of the Effective Date of the Plan, the Creditors' Committee was dissolved (see Plan at Art.XIII.D.). In connection with the Objection, it is my understanding that, prior to the Effective Date of the Plan, both the Debtors and Special Counsel complied with the Borrower Claim Procedures in connection with the furnishing of the Request Letters as set forth herein and the Objection. Because the Creditors' Committee was dissolved as of the Plan Effective Date (with the exception of certain limited duties provided for in the Plan), the Trust did not consult with Special Counsel prior to filing the Objection.

Exhibit 4

Request Letters



MORRISON | FOERSTER

June 21, 2013

Claim Number: XXX

Dear Claimant:

You are receiving this letter because you or someone on your behalf filed a Proof of Claim form in the jointly-administered chapter 11 bankruptcy cases of Residential Capital, LLC ("ResCap"), GMAC Mortgage, LLC and other affiliated debtors and debtors in possession (collectively, the "Debtors") pending before the United States Bankruptcy Court for the Southern District of New York, Case No. 12-12020 (MG) (the "ResCap bankruptcy case"), and we need additional information from you regarding the claim(s) ("claim") you are asserting against one or more of the Debtors.

The Information we Need From You Regarding Your Proof of Claim:

We reviewed a copy of the Proof of Claim form and documents, if any, that you filed in the ResCap bankruptcy case. A copy of your Proof of Claim form is enclosed for your reference. After reviewing the Proof of Claim form and any documents you submitted, we have determined that you did not provide sufficient information to support your "Basis for Claim" and we do not have sufficient information to understand the calculations you used to determine the amount you claim to be owed. In order to evaluate your claim, we need to understand the specific reasons as to why you believe you are owed money or are entitled to other relief from one or more of the Debtors. Please reply using the attached form and provide a written explanation, with supporting documentation, and include a detailed explanation of how you calculated the amount of your claim.

You Must Respond to this Letter by no Later Than July 22, 2013:

In accordance with the Order of the Bankruptcy Court (Docket No. 3294, filed March 21, 2013), you **must** respond to this letter by no later than July 22, 2013 with an explanation stating the legal and factual reasons why you believe you are owed money or are entitled to other relief from one or more of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases). You **must** provide copies of any and all documentation that you believe supports the basis for and amount of your claim. A form is included with this letter to assist you in responding to our request for additional information.

Consequences of Failing to Respond:

If you do not provide the requested information regarding the basis for and amount of your claim and the supporting documentation by July 22, 2013, the Debtors may file a formal objection to your Proof of Claim on one or more bases, including that you failed to provide sufficient information and documentation to support your claim. If the Debtors file such an objection and it is successful, your claim may be disallowed and permanently expunged. If your claim is disallowed and expunged, you will not receive any payment for your claim and any other requests you may have made for non-monetary relief in your Proof of Claim will be denied. Therefore, it is very important that you respond by the date stated above with the requested information and documentation supporting the basis for and amount of your claim.

For Those With a Mortgage Loan Originated or Serviced by One of the Debtors:

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the loan number and property address that the loan relates to in the information and any documentation that you send us, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

Questions:

If you have any questions about this letter, or need help in providing the requested information and document(s), you should contact an attorney. You may also contact the Special Counsel to the Official Committee of Unsecured Creditors¹ with general questions (contact information provided below):

SPECIAL COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

SILVERMANACAMPORA LLP

100 Jericho Quadrangle, Suite 300

Jericho, New York 11753

Telephone: 866-259-5217

Website: <http://silvermanacampora.com>

E-mail address: rescapborrower@silvermanacampora.com

You must send the requested information and document(s) supporting your claim on or before the date provided in this letter to either;

- (i) Claims.Management@gmacrescap.com; or
- (ii) Residential Capital, LLC
P.O. Box 385220
Bloomington, Minnesota 55438

Please mark each document you send with the Claim Number referenced above.

Sincerely,

Claims Management
Residential Capital, LLC

¹ Please be advised that SilvermanAcampora LLP does not represent you individually and, therefore, cannot provide you with legal advice.



MORRISON | FOERSTER

July 21, 2013

Claim Number: XXX

Dear Claimant:

You are receiving this letter because you or someone on your behalf filed a Proof of Claim form in the jointly-administered chapter 11 bankruptcy cases of Residential Capital, LLC ("ResCap"), GMAC Mortgage, LLC and other affiliated debtors and debtors in possession (collectively, the "Debtors") pending before the United States Bankruptcy Court for the Southern District of New York, Case No. 12-12020 (MG) (the "ResCap bankruptcy case"), and we need additional information from you regarding the claim(s) ("claim") you are asserting against one or more of the Debtors.

The Information we Need From You Regarding Your Proof of Claim:

We reviewed a copy of the Proof of Claim form and documents, if any, that you filed in the ResCap bankruptcy case. A copy of your Proof of Claim form is enclosed for your reference. After reviewing the Proof of Claim form and any documents you submitted, we have determined that you did not provide sufficient information regarding the claim amount. In order to evaluate your claim, we need you to reply using the attached form and provide a specific explanation of how you calculated the amount of your claim and also provide sufficient documentation to support the amount you have claimed.

You Must Respond to this Letter by no Later Than July 22, 2013:

In accordance with the Order of the Bankruptcy Court (Docket No. 3294, filed March 21, 2013), you **must** respond to this letter by no later than July 22, 2013 with an explanation stating the legal and factual reasons why you believe you are owed money or are entitled to other relief from one or more of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases). You **must** provide copies of any and all documentation that you believe supports the basis for and amount of your claim. A form is included with this letter to assist you in responding to our request.

Consequences of Failing to Respond:

If you do not provide the requested information regarding the basis for and amount of your claim and the supporting documentation by July 22, 2013, the Debtors may file a formal objection to your Proof of Claim on one or more bases, including that you failed to provide sufficient information and documentation to support your claim. If the Debtors file such an objection and it is successful, your claim may be disallowed and permanently expunged. If your claim is disallowed and expunged, you will not receive any payment for your claim and any other requests you may have made for non-monetary relief in your Proof of Claim will be denied. Therefore, it is very important that you respond by the date stated above with the requested information and documentation supporting the basis for and amount of your claim.

For Those With a Mortgage Loan Originated or Serviced by One of the Debtors:

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the loan number and property address that the loan relates to in the information and any documentation that you send us, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

Questions:

If you have any questions about this letter, or need help in providing the requested information and document(s), you should contact an attorney. You may also contact the Special Counsel to the Official Committee of Unsecured Creditors¹ with general questions (contact information provided below):

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You must send the requested information and document(s) supporting your claim on or before the date provided in this letter to either;

- (i) Claims.Management@gmacrescap.com; or
- (ii) Residential Capital, LLC
P.O. Box 385220
Bloomington, Minnesota 55438

Please mark each document you send with the Claim Number referenced above.

Sincerely,

Claims Management
Residential Capital, LLC

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MORRISON | FOERSTER

June 21, 2013

Claim Number: XXX

Dear Claimant:

You are receiving this letter because you or someone on your behalf filed a Proof of Claim form in the jointly-administered chapter 11 bankruptcy cases of Residential Capital, LLC ("ResCap"), GMAC Mortgage, LLC and other affiliated debtors and debtors in possession (collectively, the "Debtors") pending before the United States Bankruptcy Court for the Southern District of New York, Case No. 12-12020 (MG) (the "ResCap bankruptcy case"), and we need additional information from you regarding the claim(s) ("claim") you are asserting against the Debtors.

The Information we Need From You Regarding Your Proof of Claim:

We reviewed a copy of the Proof of Claim form and documents that you filed in the ResCap bankruptcy case. A copy of your Proof of Claim form is enclosed for your reference. According to our records, you have filed a lawsuit against one or more of the Debtors. Please reply using the attached form and let us know whether the basis for and amount of the claim contained in the Proof of Claim form are the same or different in any way from the claim you have asserted in your lawsuit against the Debtors. Please ensure that you provide specific detail and support as to the basis for and amount of claim referenced in your Proof of Claim. If your lawsuit has been dismissed or withdrawn, please provide a specific explanation as to why you believe that you are still owed money or entitled to other relief from one or more of the Debtors.

You Must Respond to this Letter by no Later Than July 22, 2013:

In accordance with the Order of the Bankruptcy Court (Docket No. 3294, filed March 21, 2013), you **must** respond to this letter by no later than July 22, 2013 with the requested information and an explanation stating the legal and factual reasons why you believe you are owed money or are entitled to other relief from one or more of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases). You **must** also provide copies of any and all documentation that you believe supports the basis for and amount of your claim. A form is included with this letter to assist you in responding to our request for additional information.

Consequences of Failing to Respond:

If you do not provide the requested information regarding the basis for and amount of your claim and the supporting documentation by July 22, 2013, the Debtors may file a formal objection to your Proof of Claim on one or more bases, including that you failed to provide sufficient information and documentation to support your claim. If the Debtors file such an objection and it is successful, your claim may be disallowed and permanently expunged. If your claim is disallowed and expunged, you will not receive any payment for your claim and any other requests you may have made for non-monetary relief in your Proof of Claim will be denied. Therefore, it is very important that you respond by the date stated above with the requested information and documentation supporting the basis for and amount of your claim.

For Those With a Mortgage Loan Originated or Serviced by One of the Debtors:

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the loan number and property address that the loan relates to in the information and any documentation that you send us, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

Questions:

If you have any questions about this letter, or need help in providing the requested information and document(s), you should contact an attorney. You may also contact the Special Counsel to the Official Committee of Unsecured Creditors¹ with general questions (contact information provided below):

SPECIAL COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

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Jericho, New York 11753

Telephone: 866-259-5217

Website: <http://silvermanacampora.com>

E-mail address: rescapborrower@silvermanacampora.com

You must send the requested information and document(s) supporting your claim on or before the date provided in this letter to either;

- (i) Claims.Management@gmacrescap.com; or
- (ii) Residential Capital, LLC
P.O. Box 385220
Bloomington, Minnesota 55438

Please mark each document you send with the Claim Number referenced above.

Sincerely,

Claims Management
Residential Capital, LLC

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MORRISON | FOERSTER

Claim Number: XXXX

Dear Claimant:

You are receiving this letter because you or someone on your behalf filed a Proof of Claim form in the jointly-administered chapter 11 bankruptcy cases of Residential Capital, LLC ("ResCap"), GMAC Mortgage, LLC, and other affiliated debtors and debtors in possession (collectively, the "Debtors"), pending before the United States Bankruptcy Court for the Southern District of New York, Case No. 12-12020 (MG) (the "ResCap bankruptcy case") and we need additional information from you regarding the claim(s) you are asserting against the Debtors.

The Information we Need From You Regarding Your Proof of Claim:

We received and reviewed a copy of the Proof of Claim form filed on your behalf, and noticed that it did not have any supporting documents attached to it. In order to evaluate your claim, we need to specifically understand why you believe you are owed money or are entitled to other relief from one or more of the Debtors. Although you may have stated the factual or legal basis for your claim on the first page of the Proof of Claim form, you have not provided any documentation to support this claim. Therefore, we need you to provide us with documents that support the basis for your asserted claim. A copy of your Proof of Claim form is enclosed for your reference.

You Must Respond to this Letter by no Later Than June 24, 2013:

In accordance with the Order of the Bankruptcy Court (Docket No. 3294, filed March 21, 2013), you **must** respond to this letter by no later than June 24, 2013 with an explanation that states the legal and factual reasons why you believe you are owed money or are entitled to other relief from one or more of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases), and you **must** provide copies of any and all documentation that you believe supports the basis for your claim. Included with this letter is a form to assist you in responding to our request.

Consequences of Failing to Respond:

If you do not provide the supporting documentation by June 24, 2013, the Debtors may file a formal objection to your Proof of Claim on one or more bases, including the basis that you failed to provide sufficient information and documentation to support your claim, and your claim may be disallowed and permanently expunged. If your claim is disallowed and expunged, you will not receive any payment for your claim and any other requests you may have made for non-monetary relief in your Proof of Claim will be denied. Therefore, it is very important that you respond by the date stated above with the requested information and documentation supporting the basis for your claim.

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the loan number and property address that the loan relates to in the information and documentation that you send us, so that we can effectively search our records for information on your property and loan, and evaluate your claim(s).

Questions:

If you have any questions about this letter, or need help in providing the requested information and document(s), you should contact an attorney. You may also contact the Special Counsel to the Official Committee of Unsecured Creditors¹ with questions (contact information provided below):

SPECIAL COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

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Jericho, New York 11753

Telephone: 866-259-5217

Website: <http://silvermanacampora.com>

E-mail address: rescapborrower@silvermanacampora.com

You must send the requested information and document(s) supporting your claim(s) on or before the date provided in this letter to either:

- (i) **Claims.Management@gmacrescap.com; or**
- (ii) **Residential Capital, LLC
P.O. Box 385220
Bloomington, Minnesota 55438**

Please mark each piece of correspondence with the Claim Number referenced above.

Sincerely,

Claims Management
Residential Capital, LLC

¹ Please be advised that SilvermanAcampora LLP does not represent you individually, and therefore, cannot provide you with legal advice.



MORRISON | FOERSTER

Claim Number:

Dear Claimant:

You are receiving this letter because you or someone on your behalf filed a Proof of Claim form in the jointly-administered chapter 11 bankruptcy cases of Residential Capital, LLC ("ResCap"), GMAC Mortgage, LLC and other affiliated debtors and debtors in possession (collectively, the "Debtors") pending before the United States Bankruptcy Court for the Southern District of New York, Case No. 12-12020 (MG) (the "ResCap bankruptcy case") and we need additional information from you regarding the claims you are asserting against the Debtors.

The Information we Need From You Regarding Your Proof of Claim:

We received and reviewed a copy of the Proof of Claim form and document(s), if any, that you filed in the ResCap bankruptcy case. A copy of your Proof of Claim form is enclosed for your reference. In the process of reviewing the Proof of Claim form and the document(s), if any, you submitted, we noticed that you left the "Basis for Claim" field on the Proof of Claim form blank, or indicated that the basis for your claim is "unknown". In order to evaluate your claim, we need to understand why you believe you are owed money or are entitled to other relief from one of the Debtors.

You Must Respond to this Letter by no Later Than June 17, 2013:

In accordance with the Order of the Bankruptcy Court (Docket No. 3294, filed March 21, 2013), you **must** respond to this letter by no later than June 17, 2013 with an explanation that states the legal and factual reasons why you believe you are owed money or are entitled to other relief from one of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases) and, you **must** provide copies of any and all documentation that you believe supports the basis for your claim. Included with this letter is a form to assist you in responding to our request.

Consequences of Failing to Respond:

If you do not provide the basis for your claim and the supporting documentation by June 17, 2013, the Debtors may file a formal objection to your Proof of Claim on, among others, the basis that you failed to provide sufficient information and documentation to support your claim, and your claim may be disallowed and permanently expunged. If your claim is disallowed and expunged, you will not receive any payment for your claim and any other requests you may have made for non-monetary relief in your Proof of Claim will be denied. Therefore, it is very important that you respond by the date stated above with the requested information and documentation supporting the basis for your claim.

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the loan number and property address that the loan relates to in the information and documentation that you send us, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

Questions:

If you have any questions about this letter, or need help in providing the requested information and document(s), you should contact an attorney. You may also contact the Special Counsel to the Official Committee of Unsecured Creditors¹ (contact information provided below):

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You must send the requested information and document(s) supporting your claim on or before the date provided in this letter to either;

- (i) Claims.Management@gmacrescap.com, or
- (ii) Residential Capital, LLC
P.O. Box 385220
Bloomington, Minnesota 55438

Please mark each piece of correspondence with the Claim Number referenced above.

Sincerely,

Claims Management
Residential Capital, LLC

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Exhibit 5-1

IN THE SUPERIOR COURT OF COBB COUNTY

STATE OF GEORGIA

MICHAEL WHEELER,
Plaintiff,

vs.

ANGELA C. EADDY; ALLISON
CURTIS; JULIE WILLIS; LAUREN
ERNST; NANCY MARKS;
HOMECOMINGS FINANCIAL,
Defendant.

*

* Civil Action File Number:

* 05-1-10429-34

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ORDER

The above-styled case came before this Court on Defendant Homecomings Financial Network, Inc's (hereinafter "Homecomings") Motion for Partial Summary Judgment, filed August 7th, 2008. Plaintiff filed his Response to Defendant's Motion for Partial Summary Judgment on October 24th, 2008. Defendant filed its Motion to Strike Plaintiff's Response to Defendant's Motion for Summary Judgment on November 12th, 2008. Plaintiff filed his Amendment to the Original Response to Defendant's Motion for Partial Summary Judgment on November 25th, 2008. Plaintiff, acting pro se, and Defendant, through counsel, appeared before this Court for oral argument on all pending motions on January 5th, 2009.

At oral argument, the Court heard and granted Defendant's Motion to Strike Plaintiff's Response to Defendant's Motion for Summary Judgment.

Findings of Fact

Plaintiff refinanced the mortgage debt for real property located at 6 London Court, Cartersville, Georgia 30120 (the "London Court Property") with Terrace

Mortgage Company on or about September 26th, 2002. Plaintiff secured payment of this loan by executing a Security Deed in favor of Terrace Mortgage ("Terrace"). Plaintiff's mortgage called for 360 monthly payments of principal and interest beginning November 1st, 2002, and continuing every month thereafter until the total amount of the loan was satisfied. Furthermore, Plaintiff was to pay an additional monthly sum to be escrowed for payment of the ad valorem taxes and hazard insurance for the property.

In 2002, shortly after Plaintiff made his first monthly mortgage payment to Terrace, Plaintiff's mortgage was transferred from Terrace to Homecomings. Terrace mistakenly forwarded Plaintiff's first mortgage payment to Homecomings rather than crediting the payment to its own account. In addition, as part of the closing transaction with Terrace, Plaintiff made a Two Thousand dollar (\$2,000.00) payment to Terrace for the 2002 ad valorem taxes due on the London Court Property, however, Terrace failed to use said sums to pay the taxes and, as a result, Plaintiff was forced to pay the taxes himself.

Following the transfer of Plaintiff's mortgage from Terrace to Homecomings, Plaintiff began submitting monthly payments to Homecomings, however, Plaintiff failed to include the portion of his payments that was attributable to escrow. Plaintiff stated, "I withheld the escrow when I paid the property tax myself on the London Court Property. I withheld the escrow money for several months deliberately." (Plaintiff's depo. p. 75). Plaintiff made ten (10) consecutive partial payments to Homecomings. Homecomings contends this was a breach of the Security Deed executed by Plaintiff, which specifies that a borrower may only

withhold escrow payments with Homecomings' written permission. Homecomings applied the first nine (9) payments to Plaintiff's account, notifying Plaintiff after each payment that the payment was insufficient and that Homecomings maintained the right to return future payments. After receipt of the tenth (10th) partial payment, Homecomings returned same and demanded that Plaintiff make payment of the full amount due under the terms of the Security Deed. Plaintiff failed to either resubmit a full monthly payment or pay the full amount of the mortgage loan due as demanded by Homecomings.

On February 3rd, 2004, Homecomings returned the mistakenly forwarded first mortgage payment to Terrace. As a result of the returned payment to Terrace and Plaintiff's failure to submit a full payment in lieu of the returned tenth (10th) partial payment, Plaintiff's account was two (2) months delinquent. As such, Homecomings notified Plaintiff of the default and began applying late charges to the delinquency. Plaintiff continued to make partial payments each month and, as a result, Homecomings reported Plaintiff's payment delinquency to the credit reporting agencies.

In March 2004, Terrace forwarded to Homecomings the Two Thousand dollars (\$2,000.00) it collected from Plaintiff at closing for payment of the 2002 ad valorem taxes on the London Court Property. Homecomings applied those funds to Plaintiff's escrow account.

On or about August 4th, 2004, Plaintiff refinanced a mortgage loan on a separate piece of property located at 1728 Victoria Way, Kennesaw, Georgia 30152 ("Victoria Way Property"). In order to secure repayment of the loan, Plaintiff

executed a Security Deed in favor of the mortgagee, EquiFirst Corporation. In November 2004, servicing of this loan was transferred and assigned to Homecomings. On or about June 25th, 2005, Homecomings sent a letter to Plaintiff notifying him that Homecomings did not have confirmation that a hazard insurance policy had been placed on the Victoria Way Property as was required by the terms of the loan. Plaintiff was informed that unless Homecomings received written confirmation that such a policy was in place, Homecomings would purchase a forced placed insurance policy, and that Plaintiff would be billed for the full costs of that policy - which was Two Thousand Eighty-Four dollars (\$2,084.00). Upon receiving no written confirmation from Plaintiff, Homecomings purchased the hazard policy, and Plaintiff was billed for same. Shortly thereafter, Homecomings received written confirmation that a hazard policy had been in place, and, on January 5th, 2006, Homecomings issued Plaintiff a full refund of the cost of the policy.

Conclusions of Law

“To prevail at summary judgment under OCGA § 9-11-56, the moving party must demonstrate that there is no genuine issue of material fact and that the undisputed facts, viewed in the light most favorable to the nonmoving party, warrant judgment as a matter of law. A defendant may do this by showing the court that the documents, affidavits, depositions and other evidence in the record reveal that there is no evidence sufficient to create a jury issue on at least one essential element of plaintiff's case. If there is no evidence sufficient to create a genuine issue as to any essential element of plaintiff's claim, that claim tumbles like a house of cards. All of

the other disputes of fact are rendered immaterial. A defendant who will not bear the burden of proof at trial need not affirmatively disprove the nonmoving party's case; instead, the burden on the moving party may be discharged by pointing out by reference to the affidavits, depositions and other documents in the record that there is an absence of evidence to support the nonmoving party's case. If the moving party discharges this burden, the nonmoving party cannot rest on its pleadings, but rather must point to specific evidence giving rise to a triable issue." Lau's Corp., Inc., v. Haskins, 261 Ga. 491 (1991).

Homecomings seeks a partial summary judgment with regard to Plaintiff's claims that (1) Homecomings improperly applied monies paid to an escrow account, (2) Plaintiff is entitled to a recovery based on his personal payment of the 2002 ad valorem taxes with respect to the London Court Property, (3) Homecomings improperly reported Plaintiff to credit reporting agencies, (4) Plaintiff is entitled to a recovery based on Homecomings purchase of a forced placed hazard insurance policy with regard to the Victory Way property, and (5) Plaintiff's is entitled to punitive damages.

Plaintiff claims that Homecomings improperly applied certain mortgage payments to escrow as opposed to applying those sums to his principal and interest on the London Court Property loan. Plaintiff specifically references two (2) payments: (1) His initial payment to Homecomings - that was mistakenly forwarded by Terrace and later returned, and (2) The Two Thousand dollar (\$2,000.00) payment Plaintiff made to Terrance for the purpose of paying the 2002 ad valorem taxes. This Two Thousand dollar (\$2,000.00) payment was eventually forwarded to

Homecomings on March 1st, 2004, and was applied directly to Plaintiff's escrow account. Plaintiff contends that, because he was forced to pay the 2002 ad valorem taxes out of pocket when Terrace failed to do so, there was no need to fund an escrow account and, as such, all payments should have been applied directly to the principal and interest on the loan.

Homecomings contends that Plaintiff's first mortgage payment was initially credited by Homecomings as an extraneous payment (as it has been incorrectly forwarded by Terrace) and thus credited to escrow account pursuant to the London Court Security Deed (London Court Security Deed, ¶4). As such, there is no evidence that Homecomings committed any wrongdoing or breached any duty owed to Plaintiff in relation to these funds.

As to the Two Thousand dollars (\$2,000.00) payment, Plaintiff concedes that this amount reflected the escrow established when the loan was originally closed in 2002 (Plaintiff's Depo. p. 42). As such, Homecomings asserts that, upon the transfer of those escrow funds from Terrace to Homecomings, they were properly applied to Plaintiff's escrow account pursuant to the Security Deed (Deed, ¶3). Finally, Homecomings notes, with regard to both payments in question, Plaintiff has failed to show either the breach of any contractual provision or legal duty owed him which Homecomings breached or that he suffered any damages on account of the escrow deposits.

"When a motion for summary judgment is made and supported ..., an adverse party may not rest upon the mere allegations or denials of this pleading, but his response, by affidavits or as otherwise provided in this Code section, must set

forth specific facts showing there is a genuine issue for trial.” O.C.G.A. §9-11-56(e). Upon consideration of the arguments of the parties, the submitted briefs, and pertinent statutory and case law, the Court concludes that Plaintiff has failed to show that Homecomings breached any duty, contractual or otherwise, owed to Plaintiff by the application of the sums in question to Plaintiff’s escrow account. As such, the Court concludes that no genuine issue of material fact exists as to this issue.

Plaintiff also claims that Homecomings failed to pay the 2002 property taxes for the London Court Property and that, as a result, Plaintiff was forced to personally pay the taxes on February 19th, 2003 in the amount of Two Thousand Four Hundred and Eleven dollars and Fifty-Two cents (\$2,411.52), which included additional interest and penalties.

In response, Homecomings notes that Plaintiff does not specify whether his claim is in tort or contract. However, Homecomings asserts that, if Plaintiff is proceeding with a tort claim, there is no evidence that it was Homecomings’ responsibility to pay the taxes. Homecomings contends that Terrace was to make the tax payment with money it collected from Plaintiff at the refinancing closing. If, instead, Plaintiff’s claim sounds in contract, Homecomings argues that it would still fail as Plaintiff has not identified any term or provision of the relevant contracts that Homecomings has breached.

Upon consideration of the arguments of the parties, the submitted briefs, and pertinent statutory and case law, the Court concludes that Plaintiff has failed to establish specific facts that would support a genuine issue of material fact as to

Homecomings' obligation to pay the 2002 ad valorem taxes. As such, the Court concludes that no genuine issue of material fact exists as to this issue.

Plaintiff also claims his credit rating has been reduced from "Excellent" to "Poor" based on Homecomings' reports to credit agencies that Plaintiff's loan was in default and that, as a result of his new lower credit score, Plaintiff was prevented from refinancing the mortgage on the London Court Property with a third party, Peach Plus Financial. Homecomings asserts that, as Plaintiff has admitted that he purposefully withheld portions of his monthly payment attributable to escrow, it is undisputed that Plaintiff did not make payment of the amount due under the mortgage contract and therefore defaulted on the loan. In addition, Homecomings contends that Plaintiff is not entitled to relief inasmuch as the Federal Fair Credit Reporting Act requires a showing that false information was furnished with malice or willful intent to injure a consumer. 15 U.S.C.A. §1681(h).

Upon consideration of the arguments of the parties, the submitted briefs, and pertinent statutory and case law, the Court concludes that Plaintiff has failed to set forth specific facts that establish Homecomings' negligence in reporting Plaintiff's late payments to credit reporting agencies. As such, the Court concludes that no genuine issue of material fact exists as to this issue.

Plaintiff also contends that he suffered damages as a result of Homecomings' forced purchase of a hazard insurance policy on his Victoria Way Property - even though Plaintiff already had an existing policy on the property. It is undisputed that Homecomings mailed Plaintiff a letter dated June 25th, 2005, stating that Homecomings did not have satisfactory proof of an insurance policy on the

Victoria Way Property, and that, if Plaintiff did not provide proof of coverage within thirty (30) days, Homecomings would purchase a policy for the property at Plaintiff's expense. The estimated annual premium for this insurance was listed as Two Thousand Eighty-Four dollars (\$2,084.00). Plaintiff testified that he received and read the June 25th, 2005 letter, and that, instead of providing written proof to Homecomings of his existing policy on the Victoria Way Property, he called Homecomings and provided the name and phone number of the store that held the policy on the property.

When Homecomings had not received written proof of coverage, it purchased the insurance policy and billed Plaintiff for same in the amount of Two Thousand Eighty-Four dollars (\$2,084.00). In January, 2006, upon discovering that there was an existing insurance policy covering the property, Homecomings issued Plaintiff a full refund of the policy premium. Homecomings asserts that Plaintiff's claim must fail because the purchase of the insurance policy was authorized by the terms of the Security Deed. (Victoria Way Security Deed, ¶5). Additionally, Homecomings argues that Plaintiff has failed to prove damages as the cost of the policy was refunded in full.

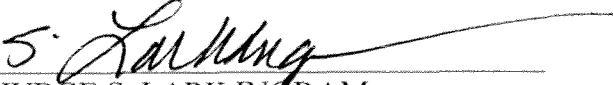
Upon consideration of the arguments of the parties, the submitted briefs, and pertinent statutory and case law, the Court concludes that Plaintiff has failed to set forth specific facts that establish Homecomings' negligence/breach of contract or damages in purchasing a hazard insurance policy. As such, the Court concludes that no genuine issue of material fact exists as to this issue.

Finally, Plaintiff seeks an award of punitive damages in the amount of Twenty Million dollars (\$20,000,000.00), "for Defendant's recklessness, negligence, property damage and total disregard in the management of both 6 London Court and 1728 Victoria Way, mortgage's." [sic] (Plaintiff's First Amended Complaint, ¶3). Plaintiff acknowledged and confirmed at oral argument that his claim for punitive damages arises from Homecomings' act of reporting Plaintiff to credit reporting agencies.

As the Court has already established that no genuine issue of material fact exists as to Plaintiff's credit reporting claim, Plaintiff's claim for punitive damages based on Homecomings' actions must also fail. "Under Georgia law, a plaintiff cannot recover punitive damages when the underlying tort claim fails." Lewis v. Meredith Corp., 293 Ga. App. 747, 750 (2008).

Upon consideration of all evidence and argument put forth by both parties, and in light of pertinent statutory and case law, Defendant's Motion for Partial Summary Judgment is hereby **GRANTED**. The Court notes that several issues remain pending between the parties. This Order shall not be interpreted to comment on whether Homecomings made errors in handling Plaintiff's two (2) mortgages as to those outstanding matters.

SO ORDERED, this 10 day of February, 2009.


JUDGE S. LARK INGRAM
COBB SUPERIOR COURT
COBB JUDICIAL CIRCUIT

CERTIFICATE OF SERVICE

This is to certify that I have this day mailed (through the United States Postal System) a copy of the foregoing document to the following, to wit:

Michael Wheeler
1728 Victoria Way
Kennesaw, Georgia 30152

Dylan Wilson Howard
Baker, Donelson, Bearman, Caldwell
& Berkowitz, PC
3414 Peachtree Road, N.E., Suite 1600
Atlanta, GA 30326

This 10 day of February, 2009.

Mary Catherine Begnaud
Mary Catherine Begnaud
Staff Attorney
to Judge S. Lark Ingram

IN THE SUPERIOR COURT OF COBB COUNTY

STATE OF GEORGIA

MICHAEL WHEELER,
Plaintiff,

vs.

MEGACOMINGS FINANCIAL,
Defendant.

*
* Civil Action File Number:
* 05-1-10429-34
*

COBB COUNTY GA.
FILED IN OFFICE
2012 JUL 16 PM 3:55

Jay C. Stephenson
COBB SUPERIOR COURT CLERK

ORDER

The above-styled case came before this Court on Defendant Megacomings Financial Network, Inc.'s (hereinafter "Megacomings") Motion for Summary Judgment, filed January 17th, 2012. Plaintiff filed his Response to Defendant's Motion for Summary Judgment on February 16th, 2012. Defendant filed its Reply Brief in Support of its Motion for Summary Judgment on March 16th, 2012. Plaintiff, acting pro se, and Defendant, through counsel, appeared before this Court for oral argument on Defendant's Motion for Summary Judgment on June 18th, 2012.

Findings of Fact

The Court refers to and hereby adopts the Findings of Fact set forth in its February 10th, 2009 Order granting Defendant's previous Motion for Partial Summary Judgment. Defendant now moves for summary judgment on Plaintiff's remaining claims arising out of the insurance payment from the London Court escrow account and the alleged trespass on London Court by Megacomings's agent.

Conclusions of Law

“To prevail at summary judgment under OCGA § 9-11-56, the moving party must demonstrate that there is no genuine issue of material fact and that the undisputed facts, viewed in the light most favorable to the nonmoving party, warrant judgment as a matter of law. A defendant may do this by showing the court that the documents, affidavits, depositions and other evidence in the record reveal that there is no evidence sufficient to create a jury issue on at least one essential element of plaintiff's case. If there is no evidence sufficient to create a genuine issue as to any essential element of plaintiff's claim, that claim tumbles like a house of cards. All of the other disputes of fact are rendered immaterial. A defendant who will not bear the burden of proof at trial need not affirmatively disprove the nonmoving party's case; instead, the burden on the moving party may be discharged by pointing out by reference to the affidavits, depositions and other documents in the record that there is an absence of evidence to support the nonmoving party's case. If the moving party discharges this burden, the nonmoving party cannot rest on its pleadings, but rather must point to specific evidence giving rise to a triable issue.” Lau's Corp., Inc., v. Haskins, 261 Ga. 491 (1991).

In his amended complaint, Plaintiff asserts that Homecomings is liable for trespass because Defendant's agent allegedly entered London Court without permission and left the property unsecured, resulting in a theft of personal property from the premises. Defendant contends that the security deed authorized Homecomings to enter London Court in the event of Plaintiff's default under the deed. More specifically, Defendant asserts that Plaintiff's decision to withhold

escrow payments for multiple months amounted to a default under the deed, thus giving Homecomings the right to access the property.

Upon consideration of the arguments of the parties, and pertinent statutory and case law, most notably Tacon v. Equity One, et al, 280 Ga.App. 183 (2006), the Court finds that, as a matter of law, Defendant's Motion for Summary Judgment as to Plaintiff's claims for trespass is hereby **GRANTED**. As to all remaining claims, the Court finds that a genuine issue of material fact exists such that a grant of summary judgment on those claims would be inappropriate at this time. To that end, Defendant's Motion for Summary Judgment as to all other claims is hereby **DENIED**.

SO ORDERED, this 16 day of July, 2012.



JUDGE S. LARK INGRAM
COBB SUPERIOR COURT
COBB JUDICIAL CIRCUIT

CERTIFICATE OF SERVICE

This is to certify that I have this day mailed (through the United States Postal System) a copy of the foregoing document to the following, to wit:

Michael Wheeler
1728 Victoria Way
Kennesaw, Georgia 30152

A. William Loeffler
Troutman Sanders LLP
5200 Bank of America Plaza
600 Peachtree Street NE
Atlanta, Georgia 30308-2216

This 16 day of July, 2012.

M. C. Begnaud
Mary Catherine Begnaud
Staff Attorney
to Judge S. Lark Ingram

Exhibit 5-2

IN THE CIRCUIT COURT OF THE 7TH JUDICIAL
CIRCUIT, IN AND FOR ST. JOHNS COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO: CA07-0784 DIV. 55

U.S. BANK NATIONAL ASSOCIATION AS
TRUSTEE

PLAINTIFF

VS.

JAMES DEMETRIOU; CONSTANCE
DEMETRIOU; ANY AND ALL UNKNOWN
PARTIES CLAIMING BY, THROUGH,
UNDER, AND AGAINST THE HEREIN
NAMED INDIVIDUAL DEFENDANT(S) WHO
ARE NOT KNOWN TO BE DEAD OR ALIVE,
WHETHER SAID UNKNOWN PARTIES MAY
CLAIM AN INTEREST AS SPOUSES, HEIRS,
DEVEISEES, GRANTEES OR OTHER
CLAIMANTS; PALENCIA PROPERTY
OWNERS ASSOCIATION OF ST. JOHNS
COUNTY, INC.; UNITED STATES OF
AMERICA; JOHN DOE AND JANE DOE AS
UNKNOWN TENANTS IN POSSESSION,
DEFENDANT(S)

Public Records of
St. Johns County, FL
Clark # 2008081000,
O.R. 3124 PG 1347-1380
09/19/2008 at 02:17 PM,
REC. SUR.

CLERK OF CIRCUIT COURT
ST. JOHNS COUNTY, FL

2008 SEP 19 PM 1:30

FILED

This space is for recording purposes only

SUMMARY FINAL JUDGMENT IN FORECLOSURE

THIS CAUSE having come to be heard on Plaintiff's Motion for Summary Final Judgment and Taxation of Attorney Fees and Costs, and upon the Affidavits filed herein, and the Court being fully advised in the premises, it is hereby ORDERED:

1. The Plaintiff's Motion for Summary Final Judgment is GRANTED.
2. There is due to the Plaintiff the following:

Principal due on the note secured by the Mortgage foreclosed:	\$555,342.33
Interest on the Note and Mortgage from FEBRUARY 1, 2007 to JULY 25, 2008	\$78,765.75
Per Diem Interest at \$145.31 from JULY 26, 2008 through September 2, 2008	\$5,231.16
Late Charges	\$904.68
Inspections Conducted on Property	\$168.75
Property Preservation (Initial Property Securing)	\$75.56
Ad Valorem Taxes	\$8,662.73
Hazard Insurance Premiums	\$2,361.42
COSTS:	
Filing Fee	\$257.00
Service of Process	\$835.00
Abstracting	\$325.00
Service/Mail Required by Law	\$16.50
Title Update Charges	\$75.00

SUBTOTAL \$653,020.88

Attorney's fees based upon 8 hours at \$150.00 per hour in the amount of:

\$ 1,200.⁰⁰

TOTAL \$ 654,220.⁸⁸

27

CA07-784

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE vs. JAMES DEMETRIOU, ET AL
CASE NO: CA07-0784 DIV. 55

3. A lien is held by the Plaintiff whose address is C/O HOMECOMINGS FINANCIAL, LLC, ONE MERIDIAN CROSSING, SUITE 100, MINNEAPOLIS, MN 55423 for the total of the Final Judgment sum specified in the preceding paragraph, plus interest thereon. The lien of the Plaintiff is superior in dignity to any right, title, interest or claim of the Defendants and all persons, firms or corporations claiming by, through, or under the Defendants or any of them and the property will be sold free and clear of all claims of the Defendants. The lien encumbers the following described property in ST. JOHNS County, Florida, to-wit:
LOT 13, MARSHALL CREEK DRI VILLAGE CENTER UNIT ONE - TRACT C-1, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 45, PAGE 25 AND 26, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
4. If the total sum due to the Plaintiff as set forth in Paragraph 2, plus interest at the statutory rate in effect at the time of the entry of this judgment, which rate shall remain the same until the judgment is paid, and all costs of this proceeding incurred subsequent to the date of this Judgment are not paid to Plaintiff, the Clerk of this Court shall sell the property described in Paragraph 3 in accordance with the terms of Paragraph 6.
5. The Plaintiff shall advance the cost of publishing the Notice of Sale and the Clerk's fee for it and shall be reimbursed by the Clerk out of the proceeds of the sale of the property described in Paragraph 3 if the Plaintiff does not become the purchaser of the property at the sale.
6. The Clerk of this Court shall sell the property described in Paragraph 3 at public sale at 12:00 a.m., on the 9th day of December, 2008, a date that shall not be less than 75 days after the date of entry of this judgment, to the highest and best bidder or bidders for cash at Front Door of the St. Johns County Judicial Center of the ST. JOHNS County Courthouse located at 4010 Lewis Speedway, in St. Augustine, Florida 32095, Florida, after having first given notice as required by Section 45.031, Florida Statutes. The Clerk shall not conduct the sale unless the Plaintiff or it's representative is present to bid at the sale. Any purchaser other than the Plaintiff shall pay all service charges assessed by the Clerk of the Circuit Court pursuant to Florida Statute 28.24 together with proper documentary stamps to be affixed to the Certificate of Title.
7. The Plaintiff may be the bidder for, and purchaser of, the property described in Paragraph 3. If the Plaintiff is the purchaser of the property at the sale, the Clerk shall credit the bid of the Plaintiff with the total sum found to be due to the Plaintiff for such portion thereof as may be necessary to pay fully the bid of the Plaintiff. If, subsequent to the date of the Plaintiff's affidavit of indebtedness and prior to the sale contemplated in paragraph 6 hereof, the Plaintiff is required to advance any monies to protect its mortgage lien, then Plaintiff or its attorneys shall so certify to the clerk of this court, and the amount found due to the Plaintiff ~~may~~ be increased by the amount of such advances upon motion and Order of the Court.
8. Upon the confirmation of the sale of the property by the clerk filing the Certificate of Sale, any and all persons claiming by, through, and under them since the date of the filing of the Notice of Lis Pendens, are forever barred and foreclosed of and from all right, title, interest, claim or demand of any kind or nature whatsoever in and to the property.
9. Upon the filing of the Certificate of Title, the Clerk shall make distribution of the proceeds from the sale in the following order and in the amounts due under each of the following subparagraphs:
 - a. All costs and expenses of these proceedings subsequent to the entry of the Summary Final Judgment of Foreclosure, including the cost of publishing the Notice of Sale and the Clerk's fee for making the sale, unless the Plaintiff, having already paid for these two items of cost, is the purchaser at the sale, the cost of the State documentary stamps affixed to the Certificate of Title based on the amount bid for the property, plus the costs, if paid by purchaser.

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE vs. JAMES DEMETRIOU, ET AL
CASE NO: CA07-0784 DIV. 55

- b. The total sum found to be due to the Plaintiff in Paragraph 2, plus interest at the statutory rate in effect at the time of entry of this judgment, which interest shall remain the same until the judgment is paid.
- c. The balance of the proceeds of the sale in excess of the amounts paid under Paragraphs 9(a) and 9(b) shall be retained by the Clerk of this Court pending further order of this Court.
10. Upon the filing of the Certificate of Title, the purchaser at the sale, his/her representatives or assigns shall be let into possession of the property forthwith.
11. The Court retains jurisdiction of this cause and the parties to enter further orders as are proper, including deficiency judgments, if permissible. Any such deficiency judgment may be sought only against the makers of the note.
12. If the Plaintiff is the purchaser at the sale, the Plaintiff, their heirs, representatives, successors or assigns, shall be placed in immediate possession of the aforescribed premises. In the event the Defendants fail to vacate the premises within ten (10) days of the date of the foreclosure sale, the Clerk of the Court is directed to issue a Writ of Possession to the Plaintiff and/or purchaser, their heirs, representatives, successors, or assigns, without the necessity of any further order from this Court for the premises located at 650 SOUTH LOOP PARKWAY, ST. AUGUSTINE, FL 32095.
13. In the event the Plaintiff is contractually obligated to pay its attorneys an amount less than the amount of reasonable fees awarded by the Court above in paragraph 2, the Defendant borrower shall have the right to pay that lesser amount for attorneys fees in the event the Defendant borrower has the right to reinstate the loan prior to the sale under the loan documents or in the event the Defendant borrower tenders full payoff of the loan to the Plaintiff prior to the filing of the Certificate of Sale by the Clerk.
14. The court finds that the number of hours expended and the hourly rate charged by the Plaintiff's counsel as set forth in Paragraph 2 are reasonable. The Court further finds that there are no reduction or enhancement factors for consideration by the court pursuant to Florida Patient's Compensation Fund v. Rowe, 472 So. 2d 1145 (Fla. 1985).
15. Should this property be sold to a third party, the Clerk of Court is hereby directed to make the check for the amount due to the Plaintiff pursuant to paragraph 10 above payable to **David J. Stern, P.A. Trust Account**.
16. In the event the instant case is dismissed by the Plaintiff, the Clerk of Court is hereby directed to release any original documents filed with the Court to counsel of record for Plaintiff and substitute copies in their place.
17. The United States of America shall have the right of redemption provided by 28 U.S.C. §2410(c) and, if it is the successful bidder at the foreclosure sale, it shall be allowed thirty (30) days to deliver a Treasury check to the Clerk of Court in payment of the amount of its bid. Further, the deposit required by Florida Statutes 45.021(2) shall be waived.
18. If the subject property is a residence governed by a Homeowners Association, and purchaser takes title to said residence as a result of this foreclosure action, any such purchaser, other than Plaintiff and its assigns shall be responsible to the Association for any assessments it may be entitled to pursuant to Section 720.3085, Fla. Stat. (2007).

NOTICE PURSUANT TO FLORIDA STATUTES § 45.031

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE vs. JAMES DEMETRIOU, ET AL
CASE NO: CA07-0784 DIV. 55

**NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM
YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.**

**IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS
YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER
REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO
ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU
ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT FOR ST.
JOHNS COUNTY, TELEPHONE NUMBER 904-819-3652, 4010 LEWIS SPEEDWAY,
ST. AUGUSTINE, FLORIDA 32095, WITHIN TEN (10) DAYS AFTER THE SALE TO
SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT
THE CLERK HAS IN THE REGISTRY OF THE COURT.**

**IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU
CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL
PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN
ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU,
TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT
YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR
PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD
TO PAY AN ATTORNEY, YOU MAY CONTACT JACKSONVILLE AREA LEGAL
AID, 904-356-8371, TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR
SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU
TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU
CHOOSE TO CONTACT JACKSONVILLE AREA LEGAL AID FOR ASSISTANCE,
YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.**

DONE and ORDERED in open court at ST. AUGUSTINE, ST. JOHNS County, Florida, this 18th day of September, 2008, nunc pro tunc to September 2, 2008


Michael Traynor, Circuit Judge

Copies furnished to: 9/18/08
LAW OFFICES OF DAVID J. STERN, P.A.
900 SOUTH PINE ISLAND ROAD, SUITE 400
PLANTATION, FL 33324-3920

JAMES DEMETRIOU, ESQUIRE
PRO SE & ATTORNEY FOR CONSTANCE
DEMETRIOU
3625 BYRON COURT
DOYLESTOWN, PA 18902-6516

CURRENT TENANTS
650 SOUTH LOOP PARKWAY
ST. AUGUSTINE, FL 32095

PALENCIA PROPERTY OWNERS
ASSOCIATION OF ST. JOHNS COUNTY, INC.
C/O FRED ANNON, REGISTERED AGENT
PALM COAST PROPERTY MANAGEMENT
7 FLORIDA PARK DRIVE NORTH
PALM COAST, FL 32137

STEVEN A. NISBET, ESQUIRE
ATTORNEY FOR UNITED STATES OF
AMERICA
400 NORTH TAMPA STREET
PARK TOWER: SUITE 3200
TAMPA, FL 33602

07-91230 HCNW

Exhibit 5-3

FLEISCHER, FLEISCHER & SUGLIA
BRIAN M. FLEISCHER, ESQUIRE
NICOLA G. SUGLIA, ESQUIRE
CELESTE FIORE, ESQUIRE
Plaza 100 at Main Street, Suite 208
Voorhees, NJ 08043
(856) 489-8977

RECEIVED

DEC 10 2012

URGENT MAIL ROOM

Attorneys for Plaintiff

GMAC Mortgage, LLC

Plaintiff,

v.

Karen Barel, et al.

Defendants.

: SUPERIOR COURT OF NEW JERSEY
: PASSAIC COUNTY—CHANCERY DIVISION

:
: CIVIL ACTION
: DOCKET NO.: F-37098-08

:
:
: ORDER

THIS MATTER having come before this Honorable Court on Motion of Brian M. Fleischer, Esquire, Attorney for the Plaintiff, GMAC Mortgage, LLC, for an Order granting Summary Judgment for the relief demanded in the Complaint and striking Defendants' Answer and Counterclaims and the Court having reviewed the moving papers and any papers filed in response thereto, having heard oral argument, if any, and for good cause shown: *

IT IS on this 10 day of December, 2012,

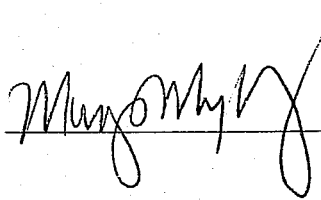
ORDERED AND ADJUDGED that the Answer filed by Defendants in response to Plaintiff's Complaint is hereby stricken;

IT IS FURTHER ORDERED that Defendants' Counterclaims are dismissed with prejudice;

IT IS FURTHER ORDERED that this case is hereby remanded to the Office of Foreclosure to proceed as an uncontested matter for entry of final judgment; and

* For the reasons set forth on the record on 12/7/12 and attached letter to the parties.

IT IS FURTHER ORDERED that a copy of this Order shall be served upon all parties
within 7 days of receipt of this Order.



J.S.C.

Papers filed with the Court:

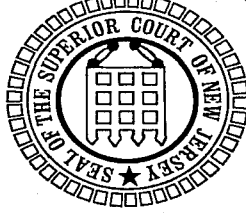
☐ Answering Papers

☐ Reply Papers

The within Notice of Motion was:

☐ Opposed

☐ Unopposed



**SUPERIOR COURT OF NEW JERSEY
PASSAIC VICINAGE**

Margaret Mary McVeigh, P.J.Ch.
Presiding Judge, General Equity

COURTHOUSE
71 Hamilton Street, Chambers 100
Court Room 134
Paterson, New Jersey 07505 -2018

Nicola G. Suglia, Esq.
Fleischer, Fleischer, & Suglia
Plaza 100 at Main Street, Suite 208
Voorhees, NJ 08043

Ariel Barel, Sui Juris
114 Warbler Drive
Wayne, NJ 07470

December 10, 2012

Re: GMAC Mortgage, LLC v. Barel
Docket No.: F-37098-08

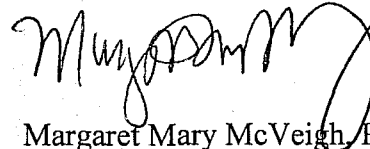
Dear Messrs Suglia and Barel:

This matter was opened to the Court by Counsel for Plaintiff, Nicholas Suglia, Esq. upon a Motion for Summary Judgment. Defendant Ariel Barel filed a timely opposition to the Motion. Under New Jersey law, where there is proof of execution, recording, and non-payment of the note and mortgage, a mortgagee has established a *prima facie* right to foreclose. Thorpe v. Floremoore Corp., 20 N.J. Super. 34 (App. Div. 1952). In this case, Plaintiff had previously provided a certification by an authorized agent of Plaintiff showing Defendants' execution, recordation, and nonpayment of the Note. Therefore, Plaintiff had established its *prima facie* right to foreclose.

However, when this motion was first brought before the Court on August 10, 2012, Plaintiff had not provided documentation that a proper Notice of Intent to Foreclose was served in compliance with the Fair Foreclosure Act. Therefore, this Court denied Plaintiff's Motion for Summary Judgment without prejudice so to allow Plaintiff to provide proof of a valid NOI in order to proceed with Summary Judgment. Defendant continues to argue that the corrective NOI that Plaintiff served upon him on August 14, 2012 is deficient because the NOI names the servicer GMAC Mortgage LLC rather than the lender as required by the Fair Foreclosure Act. *See N.J.S.A. 2A:50-56*. Defendant's contention is that the omission of the lender's identity from the NOI is fatal to the foreclosure complaint. However, under the FFA, a residential mortgage

lender is defined as "any person, corporation, or other entity which makes or holds a residential mortgage, and any person, corporation, or other entity to which such residential mortgage is assigned." *N.J.S.A. 2A:50-55*. The mortgage in this case was in fact assigned to GMAC Mortgage on September 19, 2008. Moreover, the corrective NOI issued to Defendant on August 14, 2012 cites Plaintiff as the holder of the mortgage. Accordingly, Plaintiff has established its compliance with the Fair Foreclosure Act and this Court shall grant Plaintiff's Motion for Summary Judgment.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Margaret Mary McVeigh', with a large, sweeping flourish extending from the end of the signature towards the top right of the page.

Margaret Mary McVeigh, P.J. Ch.

Exhibit 5-4

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FILED
MADERA SUPERIOR COURT
AUG 28 2012
BONNIE THOMAS CLERK
DEPUTY

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF MADERA
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11 STEVEN D. BROCKMAN and EDNA C.
12 BROCKMAN, individuals,

13 Plaintiffs,

14 vs.

15 GMAC MORTGAGE, LLC, a Delaware
16 limited liability company; EXECUTIVE
17 TRUSTEE SERVICES, LLC, a Delaware
18 limited liability company; MORTGAGE
19 ELECTRONIC REGISTRATION SYSTEMS,
20 INC., a Delaware corporation; and DOES 1
21 through 100, inclusive,

22 Defendants.

CASE NO. MCV057494

ORDER AFTER HEARING

23 This matter came on regularly for hearing on June 20, 2012, on defendants' motion
24 to dismiss the third and fourth causes of action of the complaint on file herein, for failure to file an
25 amended pleading within the time provided by the court. The motion was not opposed by
26 plaintiffs. The matter was heard in Department 4 of the above-captioned court, Judge Dale J.
27 Blea, presiding. Plaintiffs did not appear at the hearing. Defendants appeared by and through
28 their attorney Alex Sears.

Upon review of the documents on file herein, the court finds that plaintiffs have
failed to file an amended complaint within the period ordered by the court following the court's
order sustaining defendants' demurrer to the third and fourth causes of action of the complaint.

1 The court finds that plaintiffs have failed to establish good cause for their failure to
2 file the amending complaint within the time provided. Good cause appearing,

3 IT IS HEREBY ORDERED that defendants' motion for dismissal of the third and
4 fourth causes of action of the complaint on file herein, for wrongful foreclosure and unfair
5 business practices, respectively, is GRANTED. Said causes of action are hereby dismissed
6 without leave to amend.

7 A case management conference is set in this matter of August 21, 2012, at 8:30
8 a.m., in Department 4.

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10 August 28, 2012

DALE J. BLEA

Judge of the Superior Court

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FILED
MADERA SUPERIOR COURT
DEC 22 2011
BONNIE THOMAS CLERK
DEPUTY

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MADERA

STEVEN D. BROCKMAN and EDNA C.
BROCKMAN, as individuals,

Plaintiffs,

vs

GMAC MORTGAGE, LLC, a Delaware
limited liability company; EXECUTIVE
TRUSTEE SERVICES, LLC, a Delaware
limited liability company; MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS,
INC, a Delaware corporation; and DOES 1-
100, inclusive,

Defendants.

Case No.: MCV057494

**[PROPOSED] ORDER ON DEMURRER TO
COMPLAINT**

Date: Monday, December 12, 2011
Time: 8:30 a.m.
Dept.: 4
Judge: Hon. Dale J. Blca

Complaint Filed: September 1, 2011
Trial Date: (not yet set)

The unopposed demurrer of defendants GMAC Mortgage, LLC, Mortgage Electronic
Registration Systems, Inc. and Executive Trustee Services, LLC (together, "Defendants") to the
Complaint came on for hearing in this Court on Monday, December 12, 2011. Alex Sears
appeared for Defendants. There was no appearance for Plaintiffs.

1 Having reviewed and considered the written submissions of the parties and the arguments
2 of counsel at the hearing, and good cause appearing, it is hereby ordered as follows:

3 The contested terms of the contracts alleged in the Complaint are subject to interpretation.
4 Similarly, the recordation of the Deeds of Trust alleged in the Complaint is judicially noticeable,
5 but not the interpretation of the terms of those documents. *People v. H.A.S. Ins. Brokerage*, 184
6 Cal.App.3d 369, 374 (1986); *Love v. Wolf*, 226 Cal.App.2d 378, 403 (1964); *StorMedia Inc. v.*
7 *Superior Court*, 20 Cal.4th 449, 457 (1999). Accordingly, due to the liberal pleading standard
8 governing the Court's acceptance of the allegations of the complaint on demurrer, the demurrer is
9 overruled as to the First Cause of Action for Declaratory Relief and the Second Cause of Action
10 for Breach of Contract

11 The allegations of the Complaint show that section 2923.5 of the Civil Code is not
12 applicable to either of the mortgage loans at issue in this action, because they were not secured by
13 owner-occupied residential real property. Further, the conclusory contention that a sale was
14 "wrongful" is unsupported by factual allegations demonstrating any defect in foreclosure
15 procedure; and the contention that a notice of default "overstated" the amounts actually owed by
16 the Plaintiff is unsupported by factual allegations demonstrating that the stated amount was
17 incorrect. For the aforementioned reasons, the demurrer to the Third Cause of Action for
18 Wrongful Foreclosure is sustained with leave to amend.

19 The Fourth Cause of Action, for Unfair Business Practices under section 17200 of the
20 Business & Professions Code, fails to identify which prong of section 17200 it is based on.
21 However, under the liberal interpretation standards governing demurrers, the Court reads the
22 Fourth Cause of Action as possibly based on either the "unlawful" or "fraudulent" prongs. To the
23 extent it is based on the "unlawful" prong, this claim lacks allegations establishing an underlying
24 predicate violation of law. To the extent it is based on the "fraudulent" prong, the Fourth Cause
25
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1 of Action fails to allege the elements with particularity. For those reasons, the demurrer to the
2 Fourth Cause of Action for Unfair Business Practices is sustained with leave to amend.

3 Plaintiffs may file their amended complaint, if any, within 10 days of service of the Notice
4 of Entry of Order, subject to section 1013 of the Code of Civil Procedure.

5 IT IS SO ORDERED.

6
7 DATED: DE 17 2014

DALE J. BLEA

Judge of the Superior Court

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1 **PROOF OF SERVICE**

2 I, the undersigned, declare that I am over the age of 18 and am not a party to this action. I
3 am employed in the City of San Francisco, California; my business address is Severson &
Werson, One Embarcadero Center, Suite 2600, San Francisco, CA 94111.

4 On the date below I served a copy of the following document(s):

5 **NOTICE OF ENTRY OF ORDER ON DEMURRER TO COMPLAINT**

6 on all interested parties in said case addressed as follows:

7 Michael W. Johnson, Esq.
Johnson & Johnson, LLP

Tel: 949-661-8610
Fax: 949-661-7146

8 31351 Rancho Viego Road, Suite 105
9 San Juan Capistrano, CA 92675

Attorneys for Plaintiff
Steven C. Brockman and Edna Brockman

10 ☒ **(BY MAIL)** By placing the envelope for collection and mailing following our ordinary
11 business practices. I am readily familiar with the firm's practice of collecting and processing
12 correspondence for mailing. On the same day that correspondence is placed for collection and
mailing, it is deposited in the ordinary course of business with the United States Postal Service in
San Francisco, California in sealed envelopes with postage fully prepaid.

13 ☐ **(BY HAND)** By placing the documents in an envelope or package addressed to the persons
14 listed above and providing them to a professional messenger service for delivery.

15 ☐ **(BY FEDERAL EXPRESS)** By depositing copies of the above documents in a box or other
facility regularly maintained by Federal Express with delivery fees paid or provided for.

16 ☐ **(BY FAX)** By use of facsimile machine telephone number (415) 956-0439, I faxed a true
17 copy to the addressee(s) listed above at the facsimile number(s) noted after the party's address.
18 The transmission was reported as complete and without error. The attached transmission report,
which sets forth the date and time for the transmission, was properly issued by the transmitting
facsimile machine.

19 ☐ **(BY ELECTRONIC TRANSMISSION)** By sending a file of the above document(s) via
20 electronic transmission (e-mail) at _____ a.m./p.m. using e-mail address (____@severson.com)
21 to the e-mail address designated for each party identified above. I did not receive, within a
reasonable time after the transmission, any electronic message or other indication that the
transmission was unsuccessful.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 This declaration is executed in San Francisco, California, on January 10, 2012.

25 
26 _____
Isabel P. Kunst

Exhibit 5-5

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

MICHAEL E. BOYD,

Plaintiff,

v.

GMAC MORTGAGE LLC; MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS,
INC.; and DOES 1 TO 100,

Defendants.

Case No.: 11-05018-PSG

**ORDER GRANTING DEFENDANTS'
MOTION TO DISMISS PLAINTIFF'S
FIRST AMENDED COMPLAINT**

(Re: Docket Nos. 58, 60)

Plaintiff Michael E. Boyd ("Boyd"), appearing *pro se*, asserts causes of action against Defendants GMAC Mortgage, LLC ("GMAC"), Mortgage Electronic Registration Systems, Inc. ("MERS"), and Does 1-100 (collectively "Defendants"). Defendants move to dismiss Boyd's First Amended Complaint ("FAC") for failure to state a claim under Fed. R. Civ. P. 12(b)(6). Having considered the arguments and evidence presented, the court GRANTS the Defendants' motion to dismiss Boyd's FAC. Because it is clear that amendment cannot save Boyd's claims, the dismissal is with prejudice. Boyd's motion for procedural relief also is DENIED as moot.

I. BACKGROUND

On October 11, 2011, Boyd filed the instant complaint against Defendants. On November 9, 2011, Defendants moved to dismiss the complaint, and on December 5, 2011, this court granted Defendants' motion with leave to amend. On May 22, 2012, Boyd filed his FAC, and on June 25, 2012, Defendants moved to dismiss Boyd's FAC. Boyd failed to timely respond, and on July 12, 2012, Boyd filed a motion for procedural relief from the July 9, 2012 filing deadline for an opposition to Defendants' motion to dismiss.

As was the case with Boyd's original complaint, the court extracts these allegations with some difficulty because Boyd's complaint does not set forth particular allegations as individual causes of action. The court reads Boyd's FAC as essentially alleging the same set of facts as in his original complaint, but including the new allegation that Defendants' actions were in breach of Boyd and his wife's Joint Living Trust.¹ Because the court's previous order granting Defendants' motion to dismiss Boyd's original complaint included an exhaustive background and discussion of Boyd's original claims for alleged incomplete reconveyance, unconscionability, and Defendants' authority to foreclose,² the court will not address these claims again, and adopts the reasoning of its previous order.³ At issue here is whether the additional Joint Living Trust claim in Boyd's FAC can save Boyd's complaint from dismissal. As is discussed in greater detail below, it does not.

II. LEGAL STANDARDS

A complaint must contain "a short and plain statement of the claim showing that the pleader is entitled to relief."⁴ If a plaintiff fails to proffer "enough facts to state a claim to relief that is plausible on its face," the complaint may be dismissed for failure to state a claim upon which relief may be granted.⁵ A claim is facially plausible "when the pleaded factual content allows the court to

¹ See generally Docket No. 52 (Pl.'s FAC).

² See generally Docket No. 32 (Order Granting Defs.' Mot. to Dismiss).

³ Boyd's FAC omits much of this language, and is replaced by allegations that Defendants breached Boyd's Joint Living Trust.

⁴ Fed. R. Civ. P. 8(a)(2).

⁵ *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007).

draw the reasonable inference that the defendant is liable for the misconduct alleged.”⁶
Accordingly, under Fed. R. Civ. P. 12(b)(6), which tests the legal sufficiency of the claims alleged
in the complaint, “[d]ismissal can based on the lack of a cognizable legal theory or the absence of
sufficient facts alleged under a cognizable legal theory.”⁷

On a motion to dismiss, the court must accept all material allegations in the complaint as
true and construe them in the light most favorable to the non-moving party.⁸ The court’s review is
limited to the face of the complaint, materials incorporated into the complaint by reference, and
matters of which the court may take judicial notice.⁹ However, the Court need not accept as true
allegations that are conclusory, unwarranted deductions of fact, or unreasonable inferences.¹⁰
“Dismissal with prejudice and without leave to amend is not appropriate unless it is clear that the
complaint could not be saved by amendment.”¹¹

III. DISCUSSION

Boyd alleges that GMAC and MERS violated the UCL because Boyd’s property was part
of a Joint Living Trust, and due to this alleged fact Boyd makes the conclusory allegation that he
did not have the authority to execute loan agreements and that the agreements therefore are void.¹²
Boyd’s FAC alleges that Defendants, specifically GMAC and MERS, “breach[ed] said ‘Joint
Living Trust’ through the use of standard form loans and promissory notes . . . signed by Plaintiff
in and about January 2007.” This allegation is made throughout Boyd’s FAC,¹³ but this is clearly

⁶ *Ashcroft v. Iqbal*, 556 U.S. 662, 663 (2009).

⁷ *Balistreri v. Pacifica Police Dep’t.*, 901 F.2d 696, 699 (9th Cir. 1990).

⁸ *See Metzler Inv. GMBH v. Corinthian Colls, Inc.*, 540 F.3d 1049, 1061 (9th Cir. 2008).

⁹ *See id.* at 1061.

¹⁰ *See Sprewell v. Golden State Warriors*, 266 F.3d 979, 988 (9th Cir. 2001); *see also Twombly*,
550 U.S. at 561 (“a wholly conclusory statement of [a] claim” will not survive a motion to
dismiss).

¹¹ *Eminence Capital, LLC v. Aspeon, Inc.*, 316 F. 3d 1048, 1052 (9th Cir. 2003).

¹² *See generally* Docket No. 52 (Pl.’s FAC).

¹³ *Compare* Docket No. 52 (Pl.’s FAC) *with* Docket No. 1 (Pl.’s Compl.). Boyd’s FAC for the first
time also includes a chart and summary titled “12 Steps of Bank Fraud.” *See id.* at 3-7.

not the law.¹⁴ GMAC and MERS were not parties to the trust. If that were not enough, Boyd acknowledges that he was the Joint Living Trust's trustee at the time he executed the loan agreements.¹⁵ The net result is that Boyd's FAC fails to state a claim for relief and cannot survive Rule 12(b)(6).

IV. CONCLUSION

The court GRANTS Defendants' motion to dismiss Boyd's FAC. Because it is clear that amendment cannot not save Boyd's FAC, the court's grant of dismissal is with prejudice. Because Boyd's motion for procedural relief is now moot, this motion too is DENIED.

IT IS SO ORDERED.

Dated: August 22, 2012


PAUL S. GREWAL
United States Magistrate Judge

¹⁴ See, e.g., *E.E.O.C. v. Waffle House, Inc.*, 534 U.S. 279, 294 (2002) ("It goes without saying that a contract cannot bind a nonparty.").

¹⁵ See Docket No. 52 (Pl.'s FAC) at 10.

FILED

NOT FOR PUBLICATION

AUG 22 2014

UNITED STATES COURT OF APPEALS

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

FOR THE NINTH CIRCUIT

MICHAEL E. BOYD,

Plaintiff - Appellant,

v.

GMAC MORTGAGE LLC;
MORTGAGE ELECTRONIC
REGISTRATION SERVICES, INC.,

Defendants - Appellees.

No. 12-17434

D.C. No. 5:11-cv-05018-PSG

MEMORANDUM*

Appeal from the United States District Court
for the Northern District of California
Paul S. Grewal, Magistrate Judge, Presiding**

Submitted August 13, 2014***

Before: SCHROEDER, THOMAS, and HURWITZ, Circuit Judges.

Michael E. Boyd appeals pro se from the district court's judgment

* This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

** The parties consented to proceed before a magistrate judge. *See* 28 U.S.C. § 636(c).

*** The panel unanimously concludes this case is suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

dismissing his action alleging various claims concerning two mortgage loan agreements. We have jurisdiction under 28 U.S.C. § 1291. We review de novo. *Cervantes v. Countrywide Home Loans, Inc.*, 656 F.3d 1034, 1040 (9th Cir. 2011). We may affirm on any ground supported by the record, *Thompson v. Paul*, 547 F.3d 1055, 1058-59 (9th Cir. 2008), and we affirm.

The district court properly dismissed Boyd’s quiet title claim because Boyd stopped making payments on his loans, was not released of his obligations under the loans, and Boyd’s deeds of trust authorized defendant to initiate foreclosures. *See* Cal. Civ. Code § 2924(a)(1); *see also* *Gomes v. Countrywide Home Loans, Inc.*, 121 Cal. Rptr. 3d 819, 823-24 (Ct. App. 2011) (California law does not “provide for a judicial action to determine whether the person initiating the foreclosure process is indeed authorized”).

The district court properly dismissed Boyd’s claims related to two contracts as time-barred because the claims accrued in December 2006 and January 2007 when the contracts were formed, and Boyd did not file his original complaint until October 2011. *See* Cal. Civ. Proc. Code § 337 (setting forth four year limitations period).

The district court properly dismissed Boyd’s claim for violation of California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200,

because Boyd failed to allege sufficient facts to state a plausible UCL claim on the basis of a living trust agreement between Boyd and his spouse. *See E.E.O.C. v. Waffle House, Inc.*, 534 U.S. 279, 294 (2002) (“It goes without saying that a contract cannot bind a nonparty.”).

Dismissal of Boyd’s due process claims was proper because nonjudicial foreclosure proceedings do not violate due process. *See Apao v. Bank of N.Y.*, 324 F.3d 1091, 1094-95 (9th Cir. 2003) (nonjudicial foreclosure was not state action and therefore did not implicate due process); *Garfinkle v. Superior Court*, 578 P.2d 925, 934 (Cal. 1978) (“[N]onjudicial foreclosure of a deed of trust constitutes private action authorized by contract and does not come within the scope of the California due process clause.”).

Because Boyd did not file a motion pursuant to Fed. R. Civ. P. 7(b) with the lis pendens filed with his complaint, the district court did not err in taking no action on Boyd’s lis pendens, and even assuming a proper motion had been filed, there was no pending cause of action which would affect title to specific real property. *See* Fed. R. Civ. P. 7(b) (“A request for a court order must be made by motion.”); *see also* Cal. Civ. Proc. Code § 405.4 (defining “real property claim”); Cal. Civ. Proc. Code § 405.21 (a pro se litigant must seek court approval in order to record a lis pendens); *Kirkeby v. Superior Court*, 93 P.3d 395, 398-99 (Cal.

2004) (courts must assess whether the pleading alleges a real property claim).

Boyd's appeal of the denial of his motions for injunctive relief is moot. *See Mt. Graham Red Squirrel v. Madigan*, 954 F.2d 1441, 1450 (9th Cir. 1992) (when underlying claims have been decided, the reversal of a denial of preliminary relief would have no practical consequences, and the issue is therefore moot).

The district court properly denied both Boyd's motion for procedural relief and his attempt to remove this action to the bankruptcy court, and appropriately considered his allegations and applied the correct standard for dismissal under Fed. R. Civ. P. 12(b)(6).

We do not consider arguments raised for the first time on appeal, including Boyd's arguments concerning a First Amendment right to a court of one's choosing. *See Padgett v. Wright*, 587 F.3d 983, 985 n.2 (9th Cir. 2009) (per curiam).

AFFIRMED.

Exhibit 6-1

United States Bankruptcy Court

Middle District of Florida

Case No. 3:14-bk-00840-PMG

Chapter 7

In re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

James Peter Demetriou
650 South Loop Parkway
St. Augustine, FL 32095

Social Security No.:

xxx-xx-6724

Employer's Tax I.D. No.:

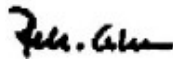
DISCHARGE OF DEBTOR

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

BY THE COURT



Dated: June 20, 2014

Paul M. Glenn
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 7 CASE

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property:* There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.] A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

Debts that are Not Discharged.

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes;
- c. Debts that are domestic support obligations;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- g. Some debts which were not properly listed by the debtor;
- h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts; and
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift Savings Plan for federal employees for certain types of loans from these plans.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

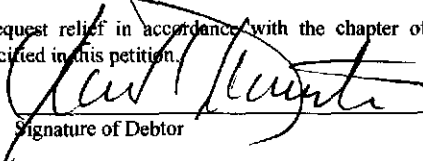
UNITED STATES Bankruptcy Court Middle District of Florida		Case No. 13-12020-mc Debtor's Discharge Order & Schedules	Page 4 of 47
Name of Debtor (if individual, enter Last, First, Middle): Demetriou, James Peter		Name of Joint Debtor (Spouse) (Last, First, Middle):	
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):	
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): 6724		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):	
Street Address of Debtor (No. and Street, City, and State): 650 South Loop Parkway St. Augustine, FL <div style="text-align: right;">ZIP CODE 32095</div>		Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right;">ZIP CODE</div>	
County of Residence or of the Principal Place of Business: St. Johns		County of Residence or of the Principal Place of Business:	
Mailing Address of Debtor (if different from street address): Same <div style="text-align: right;">ZIP CODE</div>		Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right;">ZIP CODE</div>	
Location of Principal Assets of Business Debtor (if different from street address above): <div style="text-align: right;">ZIP CODE</div>			
Type of Debtor (Form of Organization) (Check one box.) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding	
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.	
Filing Fee (Check one box.) <input type="checkbox"/> Full Filing Fee attached. <input checked="" type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).	
Statistical/Administrative Information <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.			
Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000			
Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input checked="" type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion			
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion			

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COURT USE ONLY

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R# 16805 \$50.00

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>			- Demetriou Discharge Order & Schedules James P. Demetriou Pg 5 of 47		
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)					
Location Where Filed:		Case Number:		Date Filed:	
Location Where Filed:		Case Number:		Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)					
Name of Debtor:		Case Number:		Date Filed:	
District:		Relationship:		Judge:	
<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>			<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>		
<p style="text-align: center;">Exhibit C</p> <p>Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?</p> <p><input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.</p> <p><input checked="" type="checkbox"/> No.</p>					
<p style="text-align: center;">Exhibit D</p> <p>(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)</p> <p><input checked="" type="checkbox"/> Exhibit D, completed and signed by the debtor, is attached and made a part of this petition.</p> <p>If this is a joint petition:</p> <p><input type="checkbox"/> Exhibit D, also completed and signed by the joint debtor, is attached and made a part of this petition.</p>					
<p style="text-align: center;">Information Regarding the Debtor - Venue (Check any applicable box.)</p> <p><input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.</p> <p><input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.</p> <p><input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.</p>					
<p style="text-align: center;">Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)</p> <p><input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)</p> <p style="text-align: right;">_____ (Name of landlord that obtained judgment)</p> <p style="text-align: right;">_____ (Address of landlord)</p> <p><input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and</p> <p><input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.</p> <p><input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).</p>					

Voluntary Petition - Demetriou Discharge Order & Schedules Pg 6 of 47 (This page must be completed and filed in every case.)	
Signatures	
<p style="text-align: center;">Signature(s) of Debtor(s) (Individual/Joint)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct.</p> <p>[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.</p> <p>[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u></u> Signature of Debtor</p> <p>X _____ Signature of Joint Debtor 904-495-8305 Telephone Number (if not represented by attorney) 02/26/2014 Date <u>2/26/2014</u></p>	<p style="text-align: center;">Signature of a Foreign Representative</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ (Signature of Foreign Representative)</p> <p>_____ (Printed Name of Foreign Representative)</p> <p>_____ Date</p>
<p style="text-align: center;">Signature of Attorney*</p> <p>X _____ Signature of Attorney for Debtor(s)</p> <p>_____ Printed Name of Attorney for Debtor(s)</p> <p>_____ Firm Name</p> <p>_____ Address</p> <p>_____ Telephone Number</p> <p>_____ Date</p> <p><small>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small></p>	<p style="text-align: center;">Signature of Non-Attorney Bankruptcy Petition Preparer</p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____ Signature</p> <p>_____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.</p> <p>Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><i>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</i></p>
<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Authorized Individual</p> <p>_____ Printed Name of Authorized Individual</p> <p>_____ Title of Authorized Individual</p> <p>_____ Date</p>	

B 1D (Official Form 1, Exhibit D) (12/09)

UNITED STATES BANKRUPTCY COURT

Middle District of Florida

In re James P. Demetriou
Debtor

Case No. _____
(if known)

EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH CREDIT COUNSELING REQUIREMENT

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☐ 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☒ 3. I certify that I ~~requested credit counseling services from an approved agency but~~
was unable to obtain the services during the seven days ^{prior to this filing} from the time I made my request, and the
following exigent circumstances merit a temporary waiver of the credit counseling requirement
so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]*

This filing is made to stop a foreclosure sale of my residence scheduled for Feb 27, 2014. On Feb 22 the
servicer was still reviewing modification options. On Feb 25 the servicer said they would stop the sale,
and only today, Feb 26, did the servicer say the sale would not be stopped. This precluded me from
seeking counseling briefing, which I certify will be concluded within 30 days hereof.

**If your certification is satisfactory to the court, you must still obtain the credit
counseling briefing within the first 30 days after you file your bankruptcy petition and
promptly file a certificate from the agency that provided the counseling, together with a
copy of any debt management plan developed through the agency. Failure to fulfill these
requirements may result in dismissal of your case. Any extension of the 30-day deadline
can be granted only for cause and is limited to a maximum of 15 days. Your case may also
be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case
without first receiving a credit counseling briefing.**

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the
applicable statement.] [Must be accompanied by a motion for determination by the court.]*

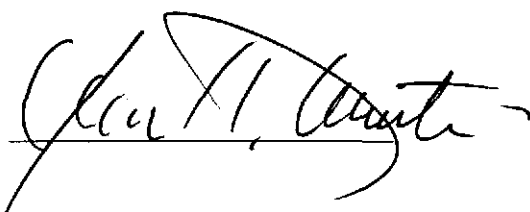
☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental
illness or mental deficiency so as to be incapable of realizing and making rational
decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the
extent of being unable, after reasonable effort, to participate in a credit counseling
briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit
counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

**I certify under penalty of perjury that the information provided above is true and
correct.**

Signature of Debtor: 

Date: 02/26/2014

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
P E T I T I O N W O R K S H E E T

CASE NUMBER....: 14-00840-3G7
DEBTOR.....: DEMETRIOU, JAMES PETER
JOINT.....:
FILED.....: 02/26/2014 CASE TYPE: I COUNTY: 12109
WHERE.....: [0]

TRUSTEE.....: [SMITH, ALEX]

WHEN.....: FRIDAY APRIL 18, 2014 AT 8:30 a.m. [51]

MATRIX NO INST. APP. 20 LRG UNSEC. MATRIX (CH 11) _____

MATRIX ON DISK NA SOAR _____

PRO SE ✓ 20 LRG UNSEC. LIST (CH 11) _____

DISC. OF COMP. _____

✓ EXHIBIT NO (REQUIRED IF DEBTOR IS A CH 11 CORPORATION)

NO SUMMARY OF SCHEDULES

NO SCHEDULES A- J (INDICATE UNDER COMMENTS IF ANY ARE MISSING)

✓ DECLARATION UNDER PERJURY

NO STATEMENT OF FINANCIAL AFFAIRS

NO CH 7 STATEMENT OF INTENTIONS

✓ CHAPTER 13 PLAN

COMMENTS: Manual; no prep; Instll

Ag: Summ, A-J, SOFA, Sol, means, matrix, cc Cert

CLAIMS BAR DATE: / / / COMPLAINT DATE: / /

Fee information:

Total -> \$50.00

FILED VIA MAIL
JACKSONVILLE, FLORIDA

MAR 20 2014

UNITED STATES BANKRUPTCY COURT

Middle District of Florida

CLERK, U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDAIn re James Peter Demetriou,
DebtorCase No. 2014-bk-00840-PMGChapter 7

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	\$ 821,500.00		
B - Personal Property	Yes	3	\$ 14,160.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	2		\$ 3,301,184.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	3		\$ 240,000.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	1		\$ 1,050.00	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	4			\$ 3,197.00
J - Current Expenditures of Individual Debtors(s)	Yes	3			\$ -14,865.00
TOTAL		20	\$ 835,660.00	\$ 3,542,234.00	

UNITED STATES BANKRUPTCY COURT

Middle District of Florida

In re James Peter Demetriou,
Debtor

Case No. '14-bk00840-PMG

Chapter 7

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☒ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	\$
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	\$
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	\$
Student Loan Obligations (from Schedule F)	\$
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	\$
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	\$
TOTAL	\$

State the following:

Average Income (from Schedule I, Line 12)	\$
Average Expenses (from Schedule J, Line 22)	\$
Current Monthly Income (from Form 22A Line 12; OR , Form 22B Line 11; OR , Form 22C Line 20)	\$

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		\$
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column.	\$	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		\$
4. Total from Schedule F		\$
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		\$

In re James Peter Demetriou, Case No. 2014-bk-00840-PMG
 Debtor (If known)

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
45/25-26 Marchall Creek DRI Lot 13, Parcel ID 0720781130 650 South Loop Parkway St. Augustine, FL 32095	Legal Owned	J	213,000.00	1,100,000
ElJardin 4 Condo, Bldg 16, Unit 101, Parcel ID 0724211611 405 LaTravesia Flora, Unit 101 St. Augustine, FL 32095	Legal Owned	H	58,500.00	400,000
Lot 17, Buckingham Woods Phase 3, Parcel # 06-062-094 3625 Byron Court Doylestown, PA 18902	Legal Owned	J	550,000.00	1,500,000

Total▶ 821,500.00
 (Report also on Summary of Schedules.)

In re James Peter Demetriou

Case No. 2014-bk-00840-PMG

Debtor

(If known)

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.	x			
2. Checking, savings or other finan- cial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and home- stead associations, or credit unions, brokerage houses, or cooperatives.		Checking Account, Bank of America	H	500.00
3. Security deposits with public util- ities, telephone companies, land- lords, and others.	x			
4. Household goods and furnishings, including audio, video, and computer equipment.		Furniture, televisions, computer	J	500.00
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	x			
6. Wearing apparel.		Clothing	H	250.00
7. Furs and jewelry.	x			
8. Firearms and sports, photo- graphic, and other hobby equipment.	x			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	x			
10. Annuities. Itemize and name each issuer.	x			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	x			

In re James Peter Demetriou,
 Debtor

Case No. 2014-bk-00840-PMG
 (If known)

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			

In re James Peter Demetriou,

Debtor

Case No. 2014-bk-00840-PMG

(If known)

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
22. Patents, copyrights, and other intellectual property. Give particulars.	x			
23. Licenses, franchises, and other general intangibles. Give particulars.	x			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	x			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2006 Kia Sedona 2011 Chevrolet Impala	H	12,410.00
26. Boats, motors, and accessories.	x			
27. Aircraft and accessories.	x			
28. Office equipment, furnishings, and supplies.		Furniture	H	200.00
29. Machinery, fixtures, equipment, and supplies used in business.		Copier	H	100.00
30. Inventory.	x			
31. Animals.	x			
32. Crops - growing or harvested. Give particulars.	x			
33. Farming equipment and implements.	x			
34. Farm supplies, chemicals, and feed.	x			
35. Other personal property of any kind not already listed. Itemize.	x			
0 continuation sheets attached Total▶				\$ 14,160.00

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

- Demetriou Discharge Order & Schedules Pg 16 of 47

In re James Peter Demetriou,

Case No. 2014-bk-00840-PMG

Debtor

(If known)

SCHEDULE C - PROPERTY CLAIMED AS EXEMPTDebtor claims the exemptions to which debtor is entitled under:
(Check one box)

- ☐ 11 U.S.C. § 522(b)(2)
☐ 11 U.S.C. § 522(b)(3)

☒ Check if debtor claims a homestead exemption that exceeds
 \$155,675.*

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
650 South Loop Parkway St. Augustine, FL 32095	Homestead, F.S. 222.01 & FL Constitution &		213,000.00
Chevrolet Impala	F.S. 222.25		10,910.00
Kia Sedona	F.S. 222.25		1,500.00
Personal Property	F.S. 222.25	4,000.00	
Head of Family earnings	F.S. 222.11		

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

In re James Peter Demetriou
DebtorCase No. 2014-bk-00840-PMG
(If known)**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.



Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. 0133 Ocwen, as Servicer for Note Holder 1661 Worthington Road W Palm Beach FL 33409	H	3/1/2007, Mortgage on 650 South Loop Pkwy, St Augustine FL VALUE \$ 213,000.00			x	1,100,000.00	0.00
ACCOUNT NO. 9592 Select Portfolio Servicing as servicer for note holder P.O. Box 65250 Salt Lake City UT 84165	H	3/1/2007, Mortgage on 405 La Travesia Flora #101, St Aug FL VALUE \$ 58,500.00			x	400,000.00	0.00
ACCOUNT NO. 9339 Select Portfolio Servicing as servicer for note holder P.O. Box 65250 Salt Lake City UT 84165	H	3/1/2007, Mortgage on 3625 Byron Court Doylestown, PA VALUE \$ 550,000.00				1,500,000.00	0.00
Subtotal ► (Total of this page)						\$ 3,000,000.00	\$ 0.00
Total ► (Use only on last page)						\$ 0.00	\$ 0.00

2 continuation sheets
attached(Report also on Summary of
Schedules.)(If applicable, report
also on Statistical
Summary of Certain
Liabilities and Related
Data.)

In re James Peter Demetriou
DebtorCase No. 2014-bk-00840-PMG
(if known)**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. xxx6724 IRS Philadelphia, PA			2005 Liens on Properties for income taxes VALUE \$				240,000.00	0.00
ACCOUNT NO. XXXX Palencia Village Townhomes Homeowners Assoc P.O. Box 1987 Yulee, FL 32041			2009 Lien for Homeowner's Assessments VALUE \$			x	15,000.00	0.00
ACCOUNT NO. XXXX 5449 Credit Acceptance P.O. Box 513 Southfield, MI 48037		H	11/2013, Lien on Chevrolet Impala automobile VALUE \$ 10,910.00				15,000.00	0.00
ACCOUNT NO. Demetriou / 12 Avila At Palencia Condo Assoc P.O. Box 35042 Palm Coast FL 32135		H	HOA Assessments VALUE \$			x	19,500.00	0.00
ACCOUNT NO. Demetriou / 12 ElJardin Condo Assoc P.O. Box 35042 Palm Coast, FL 32135		H	HOA Assessments VALUE \$			x	11,200.00	0.00
Subtotal(s) ▶ (Total(s) of this page)							\$ 300,700.00	\$ 0.00
Total(s) ▶ (Use only on last page)							\$	\$

Sheet no. 1 of 2 continuation sheets attached to Schedule of Creditors Holding Secured Claims

(Report also on Summary of Schedules.)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

Case No. 2014-bk-00840-PMG
(if known)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY	
ACCOUNT NO. Unknown		H	6/2012, lien on Kia Sedona, written off but did not return title			x	484.00	0.00	
Chase Auto Finance Address unknown			VALUE \$						
ACCOUNT NO.									
ACCOUNT NO.									
ACCOUNT NO.									
ACCOUNT NO.									
ACCOUNT NO.									
ACCOUNT NO.									
Sheet no. <u>2</u> of <u>2</u> continuation sheets attached to Schedule of Creditors Holding Secured Claims							Subtotal (s) ► (Total(s) of this page)	\$ 484.00	\$ 0.00
							Total(s) ► (Use only on last page)	\$ 3,301,184.00	\$ 0.00

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

In re James Peter Demetriou

Debtor

Case No. 2014-bk-00840-PMG

(if known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets.)

☐ **Domestic Support Obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

In re James Peter Demetriou,
Debtor

Case No. 2014-bk-00840-PMG
(if known)

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$6,150* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,775* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ **Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

☐ **Claims for Death or Personal Injury While Debtor Was Intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amounts are subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

- Demetriou Discharge Order & Schedules Pg 22 of 47

In re James Peter Demetriou

Case No. 2014-bk-00840-PMG

Debtor

(if known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

Type of Priority for Claims Listed on This Sheet

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY	
Account No. xxxxx6724			2007							
Internal Revenue Service Philadelphia, PA							240,000.00	240,000.00	0.00	
Account No.										
Account No.										
Account No.										
Sheet no. 1 of 1 continuation sheets attached to Schedule of Creditors Holding Priority Claims							Subtotals▶ (Totals of this page)	\$ 240,000.00	\$ 240,000.00	0.00
(Use only on last page of the completed Schedule E. Report also on the Summary of Schedules.)							Total▶	\$		
								240,000.00		
(Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)							Totals▶	\$		
								240,000.00	\$	0.00

In re James Peter Demetriou - Demetriou Discharge Order & Schedules Pg 23 of 47
 Debtor Case No. 2014-bk-00840-PMG
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data..

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. [REDACTED]-13 Palencia Owners Assoc 605 Palencia Drive St. Augustine, FL 32095			11/2013 Homeowners Assessments				1,050.00
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
Subtotal▶							\$ 1,050.00
Total▶ (Use only on last page of the completed Schedule F.) (Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)							\$ 1,050.00

0 continuation sheets attached

In re James Peter Demetriou,
Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☒ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight-year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☒ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR

Fill in this information to identify your case:

Debtor 1 James Peter Demetriou
 First Name Middle Name Last Name
 Debtor 2
 (Spouse, if filing) First Name Middle Name Last Name
 United States Bankruptcy Court for the: Middle District of Florida
 Case number 2014-bk-00840-PMG
 (If known)

Check if this is:

- ☐ An amended filing
☐ A supplement showing post-petition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form B 6I

Schedule I: Your Income

12/13

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

- ☒ Employed
☐ Not employed

Occupation

Attorney

Employer's name

Self-Employed

Employer's address

650 South Loop Parkway
 Number Street

St. Augustine, FL 32095
 City State ZIP Code

How long employed there? 16

Debtor 2 or non-filing spouse

- ☒ Employed
☐ Not employed

Online Marketing

Self-Employed

650 South Loop Parkway
 Number Street

St. Augustine, FL 32095
 City State ZIP Code

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.

	For Debtor 1	For Debtor 2 or non-filing spouse
2.	\$ 0.00	\$ 0.00

3. Estimate and list monthly overtime pay.

3.	+\$ 0.00	+\$ 0.00
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4. Calculate gross income. Add line 2 + line 3.

4.	\$ 0.00	\$ 0.00
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Debtor 1

James Peter Demetriou -
First Name Middle Name Last Name

Demetriou Discharge Order & Schedules

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Case number (if known) 2014-bk-00840-PMG

	For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here → 4.	\$ 0.00	\$ 0.00
5. List all payroll deductions:		
5a. Tax, Medicare, and Social Security deductions	\$ 0.00	\$ 0.00
5b. Mandatory contributions for retirement plans	\$ 0.00	\$ 0.00
5c. Voluntary contributions for retirement plans	\$ 0.00	\$ 0.00
5d. Required repayments of retirement fund loans	\$ 0.00	\$ 0.00
5e. Insurance	\$ 0.00	\$ 0.00
5f. Domestic support obligations	\$ 0.00	\$ 0.00
5g. Union dues	\$ 0.00	\$ 0.00
5h. Other deductions. Specify: _____	\$ 0.00	\$ 0.00
6. Add the payroll deductions. Add lines 5a + 5b + 5c + 5d + 5e + 5f + 5g + 5h.	\$ 0.00	\$ 0.00
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	\$ 0.00	\$ 0.00
8. List all other income regularly received:		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	\$ 3,180.00	\$ 17.00
8b. Interest and dividends	\$ 0.00	\$ 0.00
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	\$ 0.00	\$ 0.00
8d. Unemployment compensation	\$ 0.00	\$ 0.00
8e. Social Security	\$ 0.00	\$ 0.00
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	\$ 0.00	\$ 0.00
8g. Pension or retirement income	\$ 0.00	\$ 0.00
8h. Other monthly income. Specify: _____	\$ 0.00	\$ 0.00
9. Add all other income. Add lines 8a + 8b + 8c + 8d + 8e + 8f + 8g + 8h.	\$ 3,180.00	\$ 17.00
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	\$ 3,180.00	\$ 17.00
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____		\$ 0.00
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data, if it applies	\$ 3,197.00	\$ 3,197.00
13. Do you expect an increase or decrease within the year after you file this form?		
<input type="checkbox"/> No.		
<input checked="" type="checkbox"/> Yes. Explain: We are hopeful for growth in both self-employed businesses		

1/1/2013 through 12/31/2013

3/16/2014

Page 1

Category Description	1/1/2013- 12/31/2013
INFLOWS	
Fee Income	
1-2; PI Defense	3,500.00
3-1; RE Purch	6,848.18
3-2; RE Sale	2,136.85
3-3; RE Refi	1,500.00
3-4; RE Lse-LL	852.08
3-5; RE Lse-T	687.50
3-6; RE Lit-Pltf	2,205.00
3-7; RE Lit-Def	3,508.33
4-5; Will Prep	3,162.50
6-0; Corp Gen Purp	21,442.17
6-1; Corp-K Pltf	10,250.00
6-2; Corp-K Deft	4,425.41
TOTAL Fee Income	60,518.00
TOTAL INFLOWS	60,518.00
OUTFLOWS	
Bank Chrg	668.00
Charity	
Cash Contrib.	
Church	101.00
Other Charity:Cash Contrib.	410.05
TOTAL Cash Contrib.	511.05
School Fund Rai	17.16
Other Charity	903.99
TOTAL Charity	1,432.20
Disbursements	
Filing Fees	27.70
Incorp	275.00
Recording Fees	0.00
Other Disbursements	125.09
TOTAL Disbursements	427.79
Dues	413.00
Legal-Prof Fees	6,225.00
License fee	130.20
Meals & Entertrn	5,411.38
Miscellaneous, Bus	270.00
Office	
Computer	
Software	129.98
TOTAL Computer	129.98
Office Equip	417.23
Office Supplies	306.53
TOTAL Office	853.74
Postage	372.97
Subscriptions	
Cable	0.00
Other Subscriptions	1,427.95
TOTAL Subscriptions	1,427.95

1/1/2013 through 12/31/2013

3/16/2014

Page 2

Category Description	1/1/2013- 12/31/2013
Telephone	
Other Telephone	4,728.41
TOTAL Telephone	4,728.41
TOTAL OUTFLOWS	22,360.64
OVERALL TOTAL	38,157.36 ÷ 12 = 3,179.78

Fill in this information to identify your case:

Debtor 1 James Peter Demetriou
First Name Middle Name Last Name

Debtor 2
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Middle District of Florida

Case number 2014-bk-00840-PMG
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing post-petition chapter 13 expenses as of the following date:

MM / DD / YYYY

- ☐ A separate filing for Debtor 2 because Debtor 2 maintains a separate household

Official Form B 6J

Schedule J: Your Expenses

12/13

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

- ☒ No. Go to line 2.
- ☐ Yes. Does Debtor 2 live in a separate household?
- ☐ No
- ☐ Yes. Debtor 2 must file a separate Schedule J.

2. Do you have dependents?

Do not list Debtor 1 and Debtor 2.

Do not state the dependents' names.

- ☐ No
- ☒ Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

spouse

57

- ☐ No
- ☒ Yes

daughter

19

- ☐ No
- ☒ Yes

3. Do your expenses include expenses of people other than yourself and your dependents?

- ☒ No
- ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental Schedule J, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on Schedule I: Your Income (Official Form B 6I.)

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

If not included in line 4:

- 4a. Real estate taxes
- 4b. Property, homeowner's, or renter's insurance
- 4c. Home maintenance, repair, and upkeep expenses
- 4d. Homeowner's association or condominium dues

Your expenses

4. \$ 4,550.00

4a. \$ 0.00

4b. \$ 0.00

4c. \$ 100.00

4d. \$ 330.00

Debtor 1

James Peter Demetriou

First Name Middle Name Last Name

Case number (if known) 2014-bk-00840-PMG

	Your expenses
5. Additional mortgage payments for your residence , such as home equity loans	5. \$ <u>0.00</u>
6. Utilities:	
6a. Electricity, heat, natural gas	6a. \$ <u>330.00</u>
6b. Water, sewer, garbage collection	6b. \$ <u>0.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$ <u>330.00</u>
6d. Other. Specify: _____	6d. \$ <u>0.00</u>
7. Food and housekeeping supplies	7. \$ <u>1,200.00</u>
8. Childcare and children's education costs	8. \$ <u>100.00</u>
9. Clothing, laundry, and dry cleaning	9. \$ <u>50.00</u>
10. Personal care products and services	10. \$ <u>50.00</u>
11. Medical and dental expenses	11. \$ <u>100.00</u>
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$ <u>360.00</u>
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$ <u>100.00</u>
14. Charitable contributions and religious donations	14. \$ <u>100.00</u>
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.	
15a. Life insurance	15a. \$ <u>0.00</u>
15b. Health insurance	15b. \$ <u>0.00</u>
15c. Vehicle insurance	15c. \$ <u>310.00</u>
15d. Other insurance. Specify: _____	15d. \$ <u>0.00</u>
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$ <u>0.00</u>
17. Installment or lease payments:	
17a. Car payments for Vehicle 1	17a. \$ <u>402.00</u>
17b. Car payments for Vehicle 2	17b. \$ <u>0.00</u>
17c. Other. Specify: _____	17c. \$ <u>0.00</u>
17d. Other. Specify: _____	17d. \$ <u>0.00</u>
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form B 6I).	18. \$ <u>0.00</u>
19. Other payments you make to support others who do not live with you. Specify: _____	19. \$ <u>0.00</u>
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.	
20a. Mortgages on other property	20a. \$ <u>9,100.00</u>
20b. Real estate taxes	20b. \$ <u>0.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$ <u>0.00</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$ <u>100.00</u>
20e. Homeowner's association or condominium dues	20e. \$ <u>350.00</u>

Debtor 1

James Peter Demetriou

First Name Middle Name Last Name

Case number (if known)

2014-bk-00840-PMG

21. Other. Specify: _____

21. +\$ 0.00

22. Your monthly expenses. Add lines 4 through 21.
The result is your monthly expenses.

22. \$ 18,062.00

23. Calculate your monthly net income.

23a. Copy line 12 (your combined monthly income) from Schedule I.

23a. \$ 3,197.00

23b. Copy your monthly expenses from line 22 above.

23b. -\$ 18,062.00

23c. Subtract your monthly expenses from your monthly income.
The result is your monthly net income.

23c. \$ -14,865.00

24. Do you expect an increase or decrease in your expenses within the year after you file this form?

For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

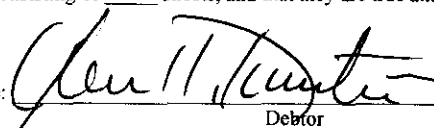
☒ No.
☐ Yes. Explain here:

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 23 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date 03/17/2014

Signature: 
Debtor

Date _____

Signature: _____
(Joint Debtor, if any)

[If joint case, both spouses must sign.]

DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h) and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any,
of Bankruptcy Petition Preparer

Social Security No.
(Required by 11 U.S.C. § 110.)

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social security number of the officer, principal, responsible person, or partner who signs this document.

Address

X
Signature of Bankruptcy Petition Preparer

Date

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document, unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the _____ [the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership] of the _____ [corporation or partnership] named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 23 sheets (Total shown on summary page plus I), and that they are true and correct to the best of my knowledge, information, and belief.

Date _____

Signature: _____

[Print or type name of individual signing on behalf of debtor.]

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (04/13)

UNITED STATES BANKRUPTCY COURT

Middle District of Florida

In re: James Peter Demetriou
Debtor

Case No. 2014-bk-00840-PMG
(if known)

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any persons in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(2), (31).

1. Income from employment or operation of business

None
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$8,172.60	1/1/14 - 2/26/14 - Fee Income
\$60,518.00	2013 Fee Income
\$85,341.00	2012 Fee Income

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2. Income other than from employment or operation of business

None
☒

State the amount of income received by the debtor other than from employment, trade, profession, operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

3. Payments to creditors

Complete a. or b., as appropriate, and c.

None
☒

a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATES OF
PAYMENTS

AMOUNT
PAID

AMOUNT
STILL OWING

None
☒

b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATES OF
PAYMENTS/
TRANSFERS

AMOUNT
PAID OR
VALUE OF
TRANSFERS

AMOUNT
STILL
OWING

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

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None



c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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4. Suits and administrative proceedings, executions, garnishments and attachments

None



a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
------------------------------------	-------------------------	---------------------------------	--------------------------

① CA-07-784	Foreclosure	Circuit Ct St Johns Co FI	Judgment 9/2008-
② 2008-07111	Foreclosure	Ct Common Pleas Bucks	Dismissed For lack of prosecution

None



b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
--	--------------------	---

5. Repossessions, foreclosures and returns

None



List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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6. Assignments and receiverships

None
☒

a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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None
☒

b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

None
☒

List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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8. Losses

None
☒

List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

None
☒

List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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10. Other transfers

None
☒

a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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None
☒

b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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11. Closed financial accounts

None
☒

List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
------------------------------------	--	--

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12. Safe deposit boxes

None
☒

List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

None
☒

List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

None
☒

List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

None
☒

If debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

None



If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight** years immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

None



a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None



b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None



c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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18. Nature, location and name of business

None



a. If the debtor is an individual, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or

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other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
James P Demetriou Attorney at Law	6724	650 South Loop Pkwy St Augustine, FL 32095	Attorney	May, 1998 to present

None
☒

b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
------	---------

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

19. Books, records and financial statements

None
☒

a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
------------------	-------------------------

None
☒

b. List all firms or individuals who within **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
------	---------	-------------------------

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None
☒

c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

ADDRESS

None
☒

d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS

DATE ISSUED

20. Inventories

None
☒

a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT
OF INVENTORY

(Specify cost, market or other basis)

None
☒

b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES
OF CUSTODIAN
OF INVENTORY RECORDS

21 . Current Partners, Officers, Directors and Shareholders

None
☒

a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

None
☒

b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

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22 . Former partners, officers, directors and shareholders

None



a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
------	---------	--------------------

None



b. If the debtor is a corporation, list all officers or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
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23 . Withdrawals from a partnership or distributions by a corporation

None



If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
---	-----------------------------------	--

24. Tax Consolidation Group.

None



If the debtor is a corporation, list the name and federal taxpayer-identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER-IDENTIFICATION NUMBER (EIN)
----------------------------	--------------------------------------

25. Pension Funds.

None



If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER-IDENTIFICATION NUMBER (EIN)
----------------------	--------------------------------------

* * * * *

[If completed by an individual or individual and spouse]

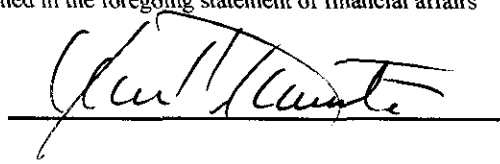
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I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date 03/15/2014

Signature of Debtor



Date _____

Signature of Joint Debtor (if any)

[If completed on behalf of a partnership or corporation]

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date _____

Signature

Print Name and Title

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

____ continuation sheets attached

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any, of Bankruptcy Petition Preparer

Social-Security No. (Required by 11 U.S.C. § 110.)

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social-security number of the officer, principal, responsible person, or partner who signs this document.

Address

Signature of Bankruptcy Petition Preparer

Date

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 18 U.S.C. § 156.

B 8 (Official Form 8) (12/08)

UNITED STATES BANKRUPTCY COURT

Middle District of Florida

In re James Peter Demetriou
Debtor

Case No. 2014-bk-00840-PG
Chapter 7

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

PART A – Debts secured by property of the estate. (Part A must be fully completed for **EACH** debt which is secured by property of the estate. Attach additional pages if necessary.)

Property No. 1	
Creditor's Name: Ocwen as Servicer for Note Holder	Describe Property Securing Debt: 650 South Loop Pkwy, St Augustine FL 32095
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input checked="" type="checkbox"/> Other. Explain <u>Avoid Lien-judgment obtained by fraud</u> (for example, avoid lien using 11 U.S.C. § 522(f)). Judgment sought to be vacated and foreclosure case dismissed for lack of standing. Upon dismissal, entire claim fails under Statute of Limitations grounds.	
Property is (check one): <input checked="" type="checkbox"/> Claimed as exempt <input type="checkbox"/> Not claimed as exempt	

Property No. 2 (if necessary)	
Creditor's Name: Select Portfolio Servicing as servicer for note holder	Describe Property Securing Debt: 405 LaTravesia Flora, #101, St Augustine FL 32095
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input checked="" type="checkbox"/> Other. Explain <u>Lien unenforceable-Statute Limitations</u> (for example, avoid lien using 11 U.S.C. § 522(f)). Previous foreclosure action was dismissed, and claim is now barred by Statute of Limitations	
Property is (check one): <input type="checkbox"/> Claimed as exempt <input checked="" type="checkbox"/> Not claimed as exempt	

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Page 2

PART B – Personal property subject to unexpired leases. *(All three columns of Part B must be completed for each unexpired lease. Attach additional pages if necessary.)*

Property No. 1		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

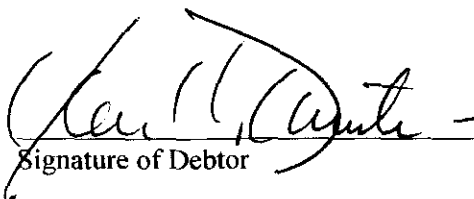
Property No. 2 (if necessary)		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

Property No. 3 (if necessary)		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

1 continuation sheets attached (if any)

I declare under penalty of perjury that the above indicates my intention as to any property of my estate securing a debt and/or personal property subject to an unexpired lease.

Date: 3/17/2014



Signature of Debtor

Signature of Joint Debtor

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

(Continuation Sheet)

PART A - Continuation

Property No. 3	
Creditor's Name: Select Portfolio Servicing as servicer for note holder	Describe Property Securing Debt: 3526 Byron Ct Doylestown PA 18902
Property will be (check one): <input checked="" type="checkbox"/> Surrendered <input type="checkbox"/> Retained	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input type="checkbox"/> Claimed as exempt <input checked="" type="checkbox"/> Not claimed as exempt	

PART B - Continuation

Property No.		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO
Property No.		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

Exhibit 6-2



DEVIN DERHAM-BURK #104353
CHAPTER 13 STANDING TRUSTEE
P O BOX 50013
SAN JOSE, CA 95150-0013

Telephone: (408) 354-4413
Facsimile: (408) 354-5513

Trustee for Debtors

The following constitutes
the order of the court. Signed May 20, 2014

Stephen L. Johnson

Stephen L. Johnson
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

In Re:	)	Chapter 13
)	
MICHAEL EDWARD BOYD	)	Case No. 11-61311 SLJ
)	
PATRICIA LEIGH PARAMOURE	)	ORDER CONFIRMING PLAN
Debtors)	

The Debtors filed a Plan under Chapter 13 of the Bankruptcy Code on Dec 26, 2011, a copy of which was served on creditors (and an Amended Plan on Jan 21, 2014). After hearing on notice on May 15, 2014, the Court finds that:

1. The Plan complies with 11 U.S.C. §1325(a), and other applicable bankruptcy laws, rules and procedures.

THEREFORE, IT IS ORDERED THAT:

1. The Debtors' Amended Plan filed on Jan 21, 2014 is confirmed.
2. The future income of the Debtors shall be submitted to the supervision and control of DEVIN DERHAM-BURK, Trustee herein, as is necessary for the execution of the Plan.

/

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/

/

1 3. Any creditor whose claim is entirely disallowed by final non appealable order, and any creditor
2 listed in the Debtors' original Schedules that has not filed a proof of claim by the claims bar date
3 need not be served with notice of any subsequent action in this case by the Debtors or the
4 Trustee unless such creditor files a request for special notice with the Court and serves such
5 request on the Trustee and Debtors' attorney. Notwithstanding the above, if the proposed
6 action would adversely impact a creditor, that creditor must be served notice.

7 4. Until the Plan is completed, dismissed or converted to a case under a different chapter of the
8 Bankruptcy Code, the Debtors shall, pursuant to the terms of the Plan, pay to the Trustee the
9 sum of: \$100 X 24; \$3100 T/A.

10 no later than the last day of each month, at P O BOX 396069, SAN FRANCISCO, CA
11 94139-6069

12 5. If the Debtors fail to timely tender a payment as set forth above, the Plan shall be considered in
13 default. Upon written notice of default by the Trustee, the Debtors shall, within twenty (20)
14 days of said notice, either: 1) cure the default; or 2) meet and confer with the Trustee AND
15 enter into an agreement resolving the default in a manner acceptable to the Trustee; or 3) file
16 and serve an Application to Modify Plan which shall propose terms under which the Plan is not
17 in default and which shall provide for Plan completion within sixty (60) months after the time
18 that the first payment under the original plan was due.

19 6. Except as otherwise provided in the Plan or in the Order Confirming Plan, the Trustee shall
20 make payments to creditors under the Plan.

21
22 * * * END OF ORDER * * *

23 Approved as to form and content.

24 Dated: May 20, 2014

/s/ DEVIN DERHAM-BURK

Chapter 13 Standing Trustee

COURT SERVICE LIST

Case Name: MICHAEL EDWARD BOYD
PATRICIA LEIGH PARAMOURE

Case No.: 11-61311 SLJ

Registered ECF Participants will receive an electronically mailed copy of the foregoing document.

Non-registered parties, and/or those not represented by a registered ECF participant:

MICHAEL EDWARD BOYD
PATRICIA LEIGH PARAMOURE
5439 SOQUEL DR
SOQUEL, CA 95073

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: Case No. 11-61311-SLJ

Michael Boyd and Patricia Paramoure SIXTH AMENDED
_____/ CHAPTER 13 PLAN

Debtor(s)

1. The future earnings of the Debtor(s) are submitted to the supervision and control of the Trustee, and the Debtor(s) will pay to the Trustee the sum of \$100 for months 1 through 24; \$3,100 each month. Initial attorneys fees are requested in the amount of \$0.00.
____ Debtor(s) elect a voluntary wage order

2. From the payments received, the Trustee will make disbursements as follows:
(a) On allowed claims for expenses of administration required by 11 U.S.C. § 507(a)(2) in deferred payments.
(b) On allowed secured claims, which shall be treated and valued as follows:

Name	Value of Collateral	Estimated Mortgage/ Lease Arrears	Adequate Protection Payments (If specified)	Interest Rate(If specified)
*GMAC Mortgage, LLC (investment)	\$525,000.00	\$30,762.10	\$0.00	0%
**GMAC Mortgage, LLC (primary)	\$500,000.00	\$75,137.02	\$0.00	0%

[The valuations shown above will be binding unless a timely objection to confirmation is filed. Secured claims will be allowed for the value of the collateral or the amount of the claim, whichever is less, and will be paid the adequate protection payments and the interest rates shown above. If an interest rate is not specified, 7% per annum will be paid. The remainder of the amount owing, if any, will be allowed as a general unsecured claim paid under the provisions of ¶ 2(d).]

(c) On allowed priority unsecured claims in the order prescribed by 11 U.S.C. § 507.
(d) On allowed general unsecured claims as follows:
XX at a rate of 100 cents on the dollar. The estimated term of the plan is 60 months. (Percentage Plan).
____ the sum of ____ payable over ____ months, distributed pro rata, in amounts determined after allowed administrative, secured and priority unsecured claims are paid. The plan payments will continue at the highest monthly payment provided in ¶ 1 as necessary to pay all allowed administrative, secured and priority unsecured claims. (Pot Plan)

3. The debtor(s) elect to reject the following executory contracts of leases and surrender to the named creditor(s) the personal or real property that serves as collateral for a claim. The debtor(s)

waive the protections of the automatic stay and consent to allow the named creditor(s) to obtain possession and dispose of the following identified property or collateral without further order of the court. Any allowed unsecured claim for damages resulting from the rejection will be paid under paragraph 2(d).

4. The Debtor(s) will pay directly the following fully secured creditors and lessors or creditors holding long-term debt:

Name	Monthly Payment	Name	Monthly Payment
Kinecta Federal Credit Union	\$308.32	*GMAC Mortgage, LLC (investment)	\$2,399.14
**GMAC Mortgage, LLC (primary)	\$2,148.57		

5. The date this case was filed will be the effective date of the plan as well as the date when interest ceases accruing on unsecured claims against the estate.

6. The Debtor(s) elect to have property of the estate:

 revert in the debtor(s) at such time as a discharge is granted or the case is dismissed.

XX revert in the debtor(s) upon plan confirmation. Once property reverts, the Debtor(s) may sell or refinance real or personal property without further order of the court, upon approval of the Chapter 13 Trustee.

7. Additional Provisions:

Debtors propose to pay federal judgment interest of .11% to unsecured creditors.

* GMAC Mortgage, LLC (investment): This is the loan secured by the investment property located at 1090-1092 Lakebird Drive in Sunnyvale, California. The Loan Number is -5915. The amount of being paid to the mortgage lender is subject is pursuant to the contract.

**GMAC Mortgage, LLC (primary): This is the loan secured by the primary residence located at 5439 Soquel Avenue in Soquel, California. The Loan Number is -1412. The amount of being paid to the mortgage lender is subject is pursuant to the contract.

Dated: 1/13/2014

/s/ Patricia Paramoure
Debtor

Dated: 1/13/2014

/s/ Michael Boyd
Debtor

I, the undersigned, am the attorney for the above-named debtor(s) and hereby certify that the foregoing chapter 13 plan is a verbatim replica of pre-approved chapter 13 plan promulgated pursuant to B.L.R. 1007-1 for use in the San Jose Division.

Dated: 1/13/2014

/s/ Anita L. Steburg
Attorney for Debtor(s)

Rev. 04/06 (This certification must be signed for any Model Chapter 13 Plan generated by WordPerfect, Word, or other word processing program.)

In re Michael Edward Boyd & Patricia Leigh Paramoure Case No. 11-61311
Debtor (If known)

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
Rental Property - Duplex 3 bedrooms/1 bath 1090/1092 Lakebird Drive Sunnyvale CA 94089	JTWROS	H	525,000.00	559,951.91
Primary Residence 3 Bd. 3 Ba. 2,496 Sqft. 5439 Soquel Drive Soquel CA 95073	JTWROS	H	500,000.00	790,563.48
Total ➤			1,025,000.00	

(Report also on Summary of Schedules.)

In re Michael Edward Boyd & Patricia Leigh Paramoure Case No. 11-61311
Debtor (If known)

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See. 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.		Cash In debtor's possession	H	3,869.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Accuray Stock-Etrade Acct. # -9230 Etrade Securities LLC PO Box 484 Jersey City, NJ 07303-0484 1-800-387-2331	H	31,782.40
		Wells Fargo Checking -6646 Wells Fargo 1700 41ST AVE CAPITOLA, CA 95010 Tel: 831-462-1832	J	3,236.57
		Union Bank Savings - 1553 Union Bank Capitola 0190 PO Box 512380 Los Angeles, CA 90051-0380	W	135.27
		Hartford Mutual Fund -142261 The Hartford Mutual Funds, Inc. PO Box 64387 St. Paul, MN 55164-0387	C	5,782.93
		Hartford Mutual Fund -142251	W	16,228.32

In re Michael Edward Boyd & Patricia Leigh Paramoure Case No. 11-61311
 Debtor (If known)

SCHEDULE B - PERSONAL PROPERTY
 (Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
		The Hartford Mutual Funds, Inc. PO Box 64387 St. Paul, MN 55164-0387		
		Kinecta Federal C/U -3205896 Kinecta Federal C/U PO Box 10003 Manhattan Beach, CA 90267-7503	W	182.24
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Household furniture In debtor's possession	H	1,000.00
5. Books. Pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Clothing In debtor's possession	J	100.00
7. Furs and jewelry.		Misc jewelry diamonds and gold In debtor's possession	H	2,000.00
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)		Coverdell Education Saving Account Union Bank - Andrew M Boyd Union Bank of California 601 Bay Ave, Capitola CA 95010 831-464-6625	C	9,912.24

In re Michael Edward Boyd & Patricia Leigh Paramoure Case No. 11-61311
Debtor (If known)

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
		Coverdell Education Saving Account Union Bank - Cassandra L. Boyd Union Bank of California 601 Bay Ave, Capitola CA 95010 831-464-6625	C	9,613.28
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlement to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owing debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate or a decedent, death benefit plan, life insurance policy, or trust.		Allianz Life Insurance -003242048 Allianz Life Ins. Co. of North America PO Box 749045 Dallas, TX 75374-9045	H	7,896.00
		Midland National Life Ins. Co. -1700581859 Midland National Life Insurance Company One Sammons Plaza Sioux Falls, SD 57193	H	2,703.40
		Midland National Life Ins. Co. -1700713919	H	1,764.79

In re Michael Edward Boyd & Patricia Leigh Paramoure Case No. 11-61311
 Debtor (If known)

SCHEDULE B - PERSONAL PROPERTY
 (Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
		Midland National Life Insurance Company One Sammons Plaza Sioux Falls, SD 57193		
		Midland National Life Ins. Co. -1700718925 Midland National Life Insurance Company One Sammons Plaza Sioux Falls, SD 57193	H	1,929.66
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights of setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.		Provisional Patent Application 61/465823 In debtor's possession	H	4,000.00
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. §101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		Honda Civic Hybrid 2003 In debtor's possession	H	4,354.00
		VW Vanagon 1988 In debtor's possession	H	1,000.00
		Chrysler Town & Country 2009 In debtor's possession	H	12,711.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			

In re Michael Edward Boyd & Patricia Leigh Paramoure Case No. 11-61311
Debtor (If known)

SCHEDULE B - PERSONAL PROPERTY
 (Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.		Two cats In debtor's possession	H	0.00
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.		Solar panels In debtor's possession	C	30.00
		Lawsuits (combined) Debtor estimates the value of the suits based on good faith estimates. The actual amount awarded to debtor may be significantly higher or lower.	H	1,000,000.00
0 continuation sheets attached Total				\$ 1,120,231.10

(Include amounts from any continuation
 sheets attached. Report total also on
 Summary of Schedules.)

In re Michael Edward Boyd & Patricia Leigh Paramoure

Case No. 11-61311

Debtor

(If known)

SCHEDULE C - PROPERTY CLAIMED AS EXEMPTDebtor claims the exemptions to which debtor is entitled under:
(Check one box)☐ 11 U.S.C. § 522(b)(2)☐ Check if debtor claims a homestead exemption that exceeds
\$146,450*.☒ 11 U.S.C. § 522(b)(3)

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
Cash	C.C.P. 703.140(b)(5)	3,869.00	3,869.00
Wells Fargo Checking -6646	C.C.P. 703.140(b)(5)	3,152.68	3,236.57
Clothing	C.C.P. 703.140(b)(3)	100.00	100.00
Misc jewelry diamonds and gold	C.C.P. 703.140(b)(4)	1,425.00	2,000.00
Allianz Life Insurance -003242048	C.C.P. 703.140(b)(8)	7,896.00	7,896.00
Chrysler Town & Country 2009	C.C.P. 703.140(b)(2)	3,525.00	12,711.00
Hartford Mutual Fund -142251	C.C.P. 703.140(b)(5)	16,228.32	16,228.32
Kinecta Federal C/U -3205896	C.C.P. 703.140(b)(8)	182.24	182.24
Midland National Life Ins. Co. -1700581859	C.C.P. 703.140(b)(8)	2,703.40	2,703.40
Midland National Life Ins. Co. -1700713919	C.C.P. 703.140(b)(8)	1,018.36	1,764.79
Midland National Life Ins. Co. -1700718925	C.C.P. 703.140(b)(8)	0.00	1,929.66
	Total exemptions claimed:	40,100.00	

*Amount subject to adjustment on 4/1/13 and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6D (Official Form 6D) (12/07)In re Michael Edward Boyd & Patricia Leigh ParamoureCase No. 1-61311

Debtor

(If known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See Instructions Above.)	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. 5915		Incurred: 12/22/2006 Lien: Deed of Trust Security: 1090-1092 Lakebird Dr., Sunnyvale, CA	X			559,951.91	34,951.91
GMAC Mortgage LLC 6716 Grade Lane Building 9, Suite 910 Louisville, KY 40213-1407	H	VALUE \$ 525,000.00					
ACCOUNT NO. 1412		Incurred: 01/16/2007 Lien: Deed of Trust Security: 5439 Soquel Ave. Soquel, CA 95073	X			790,563.48	290,563.48
GMAC Mortgage LLC 6716 Grade Lane, Building 9, Suite 910 Louisville, KY 40213-1407	J	VALUE \$ 500,000.00					
ACCOUNT NO. 6-01		Incurred: 09/2007 Lien: PMSI Security: 2009 Chrysler Town & Country				2,367.03	0.00
Kinecta Federal Credit Union PO Box 10003 Manhattan Beach, CA 90267-7503	J	VALUE \$ 13,111.00					
Subtotal (Total of this page)						\$ 1,352,882.42	\$ 325,515.39
Total (Use only on last page)						\$ 1,352,882.42	\$ 325,515.39

0 continuation sheets attached

(Report also on
Summary of Schedules)

(If applicable, report
also on Statistical
Summary of Certain
Liabilities and Related
Data.)

In re Michael Edward Boyd & Patricia Leigh Paramoure,
Debtor

Case No. 11-61311
(if known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed.R.Bankr.P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether husband, wife, both of them or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ Domestic Support Obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

In re Michael Edward Boyd & Patricia Leigh Paramoure,
Debtor

Case No. 11-61311
(if known)

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ **Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

☐ **Claims for Death or Personal Injury While Debtor Was Intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

** Amounts are subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.*

1 continuation sheets attached

In re Michael Edward Boyd & Patricia Leigh Paramoure,
 Debtor

Case No. 11-61311
 (If known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
 (Continuation Sheet) Sec. 507(a)(8)

Type of Priority for Claims Listed on This Sheet

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above..)	CODEBTR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
ACCOUNT NO.								
Franchise Tax Board Bankruptcy Unit P.O. Box 2952 Sacramento, CA 95812-2952						Notice Only	Notice Only	Notice Only
ACCOUNT NO.								
Internal Revenue Service Insolvency Group 2 880 Front Street San Diego, CA 92101-8869						Notice Only	Notice Only	Notice Only
ACCOUNT NO.								
Internal Revenue Service P.O. Box 21126 Philadelphia, PA 19114						Notice Only	Notice Only	Notice Only
ACCOUNT NO.								
Subtotal ➤						\$ 0.00	\$	\$
(Totals of this page)								
Total ➤						\$ 0.00		
(Use only on last page of the completed Schedule E.) Report also on the Summary of Schedules)								
Totals ➤						\$	\$ 0.00	\$ 0.00
(Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)								

Sheet no. 1 of 1 continuation sheets attached to Schedule of
 Creditors Holding Priority Claims

In re Michael Edward Boyd & Patricia Leigh Paramoure

Case No. 11-61311

Debtor

(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. American Arbitration Association 1633 Broadway, 10th. Floor New York, NY 10019						Notice Only
ACCOUNT NO. ChexSystems Attn: Consumer Relations 7805 Hudson Road, Suite 100 Woodbury, MN 55125						Notice Only
ACCOUNT NO. Equifax Credit Information Services, Inc P.O. Box 740241 Atlanta, GA 30374						Notice Only
ACCOUNT NO. Experian P.O. Box 2002 Allen, TX 75013						Notice Only
<div style="display: flex; justify-content: space-between;"> 2 continuation sheets attached <div> Subtotal ➤ \$ 0.00 Total ➤ \$ </div> </div>						

(Use only on last page of the completed Schedule F.)

In re Michael Edward Boyd & Patricia Leigh Paramoure,
 Debtor

Case No. 11-61311
 (If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. JAMS 1920 Main Street, Suite 300 Irvine, CA 92614						Notice Only
ACCOUNT NO. 5059 Kinecta Federal Credit Union Card Department PO Box 3038 Evansville, IN 47730-3038	J	Incurred: various Consideration: Credit Card Debt (Unsecured)				181.69
ACCOUNT NO. National Arbitration Forum P.O. Box 50191 Minneapolis, MN 55405-0191						Notice Only
ACCOUNT NO. NCO Financial P.O. Box 4903 Trenton, NJ 08650						Notice Only
ACCOUNT NO. NCO Financial Systems, Inc. 507 Prudential Road Horsham, PA 19044						Notice Only

Sheet no. 1 of 2 continuation sheets attached
 to Schedule of Creditors Holding Unsecured
 Nonpriority Claims

Subtotal	\$ 181.69
Total	\$

(Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

In re Michael Edward Boyd & Patricia Leigh Paramoure,
 Debtor

Case No. 11-61311
 (If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO.						Notice Only
Recovery Management Systems Corporation 25 S.E. Avenue, Suite 1120 Miami, FL 33131						
ACCOUNT NO.						Notice Only
TeleCheck Services, Inc. 5251 Westheimer Houston, TX 77056						
ACCOUNT NO.						Notice Only
TransUnion Consumer Solutions P.O. Box 2000 Chester, PA 19022-2000						
ACCOUNT NO.						
ACCOUNT NO.						
Sheet no. <u>2</u> of <u>2</u> continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal ▶ \$ 0.00 Total ▶ \$ 181.69

(Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

In re Michael Edward Boyd & Patricia Leigh Paramoure Case No. 11-61311
 Debtor (if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
WYNDHAM RESORT DEVELOPMENT 10750 W. CHARLESTON BLVD., STE 130 LAS VEGAS, NV-89135	Time Share Lease on nonresidential real property

In re Michael Edward Boyd & Patricia Leigh Paramoure Case No. 11-61311
Debtor (if known)

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. Bankr. P. 1007(m).

☒ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR

In re Michael Edward Boyd & Patricia Leigh Paramoure

Case 11-61311

Debtor

(if known)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status: Married	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S): Son, Daughter	AGE(S): 16, 21
Employment:	DEBTOR	SPOUSE
Occupation	Pat Paramoure-Part Time Archeologist	
Name of Employer	Holman and Assoc	
How long employed	0 yrs, 5 mos	
Address of Employer	3615 Folsom St	
	San Francisco, CA 94110	

INCOME: (Estimate of average or projected monthly income at time case filed)

	DEBTOR	SPOUSE
1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly.)	\$ 0.00	\$ 3,200.00
2. Estimated monthly overtime	\$ 0.00	\$ 0.00
3. SUBTOTAL	\$ 0.00	\$ 3,200.00
4. LESS PAYROLL DEDUCTIONS		
a. Payroll taxes and social security	\$ 0.00	\$ 187.10
b. Insurance	\$ 0.00	\$ 0.00
c. Union Dues	\$ 0.00	\$ 0.00
d. Other (Specify: _____)	\$ 0.00	\$ 0.00
5. SUBTOTAL OF PAYROLL DEDUCTIONS	\$ 0.00	\$ 187.10
6.. TOTAL NET MONTHLY TAKE HOME PAY	\$ 0.00	\$ 3,012.90
7. Regular income from operation of business or profession or farm (Attach detailed statement)	\$ 0.00	\$ 0.00
8. Income from real property	\$ 3,226.00	\$ 0.00
9. Interest and dividends	\$ 0.00	\$ 0.00
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above.	\$ 0.00	\$ 0.00
11. Social security or other government assistance (Specify) _____	\$ 0.00	\$ 0.00
12. Pension or retirement income	\$ 0.00	\$ 0.00
13. Other monthly income (D) Contribution from family (Specify) _____	\$ 700.00	\$ 0.00
	\$ 0.00	\$ 0.00
14. SUBTOTAL OF LINES 7 THROUGH 13	\$ 3,926.00	\$ 0.00
15. AVERAGE MONTHLY INCOME (Add amounts shown on Lines 6 and 14)	\$ 3,926.00	\$ 3,012.90
16. COMBINED AVERAGE MONTHLY INCOME (Combine column totals from line 15)	\$ 6,938.90	

(Report also on Summary of Schedules and, if applicable,
on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

It is anticipated that the debtors will begin receiving \$700.00 per month contributions from family members

In re Michael Edward Boyd & Patricia Leigh Paramoure

Case No. 11-61311

Debtor

(if known)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made biweekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home) \$ 7,363.39
 - a. Are real estate taxes included? Yes ☒ No ☐
 - b. Is property insurance included? Yes ☒ No ☐
2. Utilities: a. Electricity and heating fuel \$ 350.00
 - b. Water and sewer \$ 500.00
 - c. Telephone \$ 167.00
 - d. Other Cable/phone/internet \$ 50.00
3. Home maintenance (repairs and upkeep) \$ 100.00
4. Food \$ 800.00
5. Clothing \$ 40.00
6. Laundry and dry cleaning \$ 40.00
7. Medical and dental expenses \$ 70.00
8. Transportation (not including car payments) \$ 50.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc. \$ 0.00
10. Charitable contributions \$ 0.00
11. Insurance (not deducted from wages or included in home mortgage payments)
 - a. Homeowner's or renter's \$ 215.00
 - b. Life \$ 208.00
 - c. Health \$ 533.00
 - d. Auto \$ 119.00
 - e. Other Flood Insurance Duplex \$ 120.25
12. Taxes (not deducted from wages or included in home mortgage payments)
(Specify) \$ 0.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)
 - a. Auto \$ 309.00
 - b. Other \$ 0.00
 - c. Other \$ 0.00
14. Alimony, maintenance, and support paid to others \$ 0.00
15. Payments for support of additional dependents not living at your home \$ 0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement) \$ 0.00
17. Other \$ 0.00
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data) \$ 11,034.64
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:
None
20. STATEMENT OF MONTHLY NET INCOME
 - a. Average monthly income from Line 15 of Schedule I (Includes spouse income of \$3,012.90. See Schedule I) \$ 6,938.90
 - b. Average monthly expenses from Line 18 above \$ 11,034.64
 - c. Monthly net income (a. minus b.) (Net includes Debtor/Spouse combined Amounts) \$ -4,095.74

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court

Northern District of California

Michael Edward Boyd & Patricia Leigh Paramoure

In re _____
 Debtor

Case No. 11-61311

Chapter 13

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

AMOUNTS SCHEDULED

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	YES	1	\$ 1,025,000.00		
B - Personal Property	YES	5	\$ 1,120,231.10		
C - Property Claimed as exempt	YES	1			
D - Creditors Holding Secured Claims	YES	1		\$ 1,352,882.42	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	YES	3		\$ 0.00	
F - Creditors Holding Unsecured Nonpriority Claims	YES	3		\$ 181.69	
G - Executory Contracts and Unexpired Leases	YES	1			
H - Codebtors	YES	1			
I - Current Income of Individual Debtor(s)	YES	1			\$ 6,938.90
J - Current Expenditures of Individual Debtors(s)	YES	1			\$ 11,034.64
TOTAL		18	\$ 2,145,231.10	\$ 1,353,064.11	

In re Michael Edward Boyd & Patricia Leigh Paramoure
 Debtor

Case No. 11-61311

Chapter 13

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. §101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	\$ 0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	\$ 0.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	\$ 0.00
Student Loan Obligations (from Schedule F)	\$ 0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	\$ 0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	\$ 0.00
TOTAL	\$ 0.00

State the Following:

Average Income (from Schedule I, Line 16)	\$ 6,938.90
Average Expenses (from Schedule J, Line 18)	\$ 11,034.64
Current Monthly Income (from Form 22A Line 12; OR , Form 22B Line 11; OR , Form 22C Line 20)	\$ 5,638.06

State the Following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		\$ 325,515.39
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column.	\$ 0.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		\$ 0.00
4. Total from Schedule F		\$ 181.69
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		\$ 325,697.08

In re _____

Case No. 11-61311

(If known)

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

Date 12/22/2011Date 12/22/2011

[If joint case, both spouses must sign.]

Printed or Typed Name and Title, if any,
of Bankruptcy Petition Preparer

Social Security No.
(Required by 11 U.S.C. § 110.)

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social security number of the officer, principal, responsible person, or partner who signs this document.

Address

X _____
Signature of Bankruptcy Petition Preparer

Date _____

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Date _____

Signature: _____

[Print or type name of individual signing on behalf of debtor.]

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Case: 11-61311 Doc# 11 Filed: 12/26/11 Entered: 12/26/11 22:40:01 Page 21 of 41

In Re Michael Edward Boyd & Patricia Leigh Paramoure

Case No. 11-61311
 (if known)

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
2011(db)	
2010(db)	
2009(db)	
2011(jdb)	8,777.00 Archeologist part time Holman & Assoc.
2010(jdb)	9,190.00 Pat Archeologist & Mike Comp Awards
2009(jdb)	17,859.00 Misc Pat Arch & Mike Comp Awards

2. Income other than from employment or operation of business

None

☐

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
2011 (db) 0.00	
2010(db) 10,801.00	Capital Gains; Consulting
2011(jdb) 3,823.00	Unemployment; Contract work
2010(jdb) 34,328.00	Unemployment

None

☐

3. Payments to creditors

Complete a. or b., as appropriate, and c.

a. Individual or joint debtor(s) with primarily consumer debts: List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
Meir Weistreich Esq 221 East Walnut, Suite 200 Pasadena, CA 91101	12/7/2011	1830	0.00
Kinecta FCU PO Box 60083 City of Industry, CA 91716-0083	11/28/2011	181.69	0

None



b. Debtor whose debts are not primarily consumer debts: List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*)any payments that were made to a creditor on account of a domestic support obligation or as part of an alternativerepayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

**Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after date of adjustment.*

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
--	----------------------	----------------	-----------------------

None



c. All debtors: List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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4. Suits and administrative proceedings, executions, garnishments and attachments

None



a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Solutions for Utilities, et. al. v California Public Utilities Commission, et. al. 11-cv-04975	civil	US District Court Centrel District CA	pending
Michael E. Boyd v Accuray, Inc 11-cv-01644	Employment Discrimination	US District Court Northern District of CA	pending
Michael E. Boyd v GMAC Mortgage LLC et. al. 11-cv-05018	Real Estate	US District Court Northern CA	pending

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Californians for Renewable Energy & Michael Boyd v US Dept. of Energy et. al. 11-cv-02128	Civil	US District Court Washington DC	pending

None ☒ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
--	--------------------	--------------------------------------

5. Repossessions, foreclosures and returns

None ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
--	---	--------------------------------------

6. Assignments and Receiverships

None ☒ a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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None ☒ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

None ☒ List all gifts or charitable contributions made within one year immediately preceding the commencement of this case, except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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8. Losses

None ☐ List all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES, AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
-----------------------------------	---	--------------

Unknown

9. Payments related to debt counseling or bankruptcy

None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
GreenPath Debt Solutions 36500 Corporate Drive Farmington Hills, MI 48331	12/06/2012	50
Steburg Law Firm 1798 Technology Drive, Suite 258 San Jose, CA 95110	December 8, 2011	\$2500.00

10. Other transfers

None



a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE,
RELATIONSHIP TO DEBTOR

DATE

DESCRIBE PROPERTY
TRANSFERRED AND
VALUE RECEIVED

None



b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE

DATE(S) OF
TRANSFER(S)

AMOUNT OF MONEY OR
DESCRIPTION AND
VALUE OF PROPERTY
OR DEBTOR'S INTEREST
IN PROPERTY

11. Closed financial accounts

None



List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND
ADDRESS
OF INSTITUTION

TYPE OF ACCOUNT, LAST FOUR
DIGITS OF ACCOUNT NUMBER,
AND AMOUNT OF FINAL BALANCE

AMOUNT AND
DATE OF SALE
OR CLOSING

12. Safe deposit boxes

None



List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND
ADDRESS OF BANK
OR OTHER DEPOSITORY

NAMES AND ADDRESSES OF
THOSE WITH ACCESS TO BOX
OR DEPOSITORY

DESCRIPTION OF
CONTENTS

DATE OF
TRANSFER OR
SURRENDER, IF ANY

13. Setoffs

None



List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATE
OF
SETOFF

AMOUNT
OF
SETOFF

14. Property held for another person

None



List all property owned by another person that the debtor holds or controls.

NAME AND
ADDRESS OF OWNER

DESCRIPTION AND
VALUE OF PROPERTY

LOCATION OF PROPERTY

15. Prior address of debtor

None



If the debtor has moved within the three years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS

NAME USED

DATES OF OCCUPANCY

16. Spouses and Former Spouses

None



If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within eight years immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Sites

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None



a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME
AND ADDRESS

NAME AND ADDRESS
OF GOVERNMENTAL UNIT

DATE OF
NOTICE

ENVIRONMENTAL
LAW

b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

None



SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

None



NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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18. Nature, location and name of business

None



a. If the debtor is an individual, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partnership, sole proprietorship, or was self-employed in a trade, profession, or other activity either full- or part-time within six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within the six years immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within the six years immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within the six years immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
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b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

None



NAME	ADDRESS
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[Questions 19 - 25 are not applicable to this case]

* * * * *

[If completed by an individual or individual and spouse]

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date 12/22/2011 Signature of Debtor /s/ Michael Edward Boyd
MICHAEL EDWARD BOYD

Date 12/22/2011 Signature of Joint Debtor /s/ Patricia Leigh Paramoure
PATRICIA LEIGH PARAMOURE

0 continuation sheets attached

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §152 and 3571

DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and required under 11U.S.C. §§ 110(b), 110(h), and 342(b); (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110 setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section.

Printed or Typed Name and Title, if any, of Bankruptcy Petition Preparer

Social Security No. (Required by 11 U.S.C. § 110(c).)

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social security number of the officer, principal, responsible person, or partner who signs this document.

Address

X

Signature of Bankruptcy Petition Preparer

Date

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 18 U.S.C. §156.

United States Bankruptcy Court
Northern District of California

In re Michael Edward Boyd & Patricia Leigh Paramoure
Debtor

Case No. 11-61311
(If known)

CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE

Certification of [Non-Attorney] Bankruptcy Petition Preparer

I, the [non-attorney] bankruptcy petition preparer signing the debtor's petition, hereby certify that I delivered to the debtor the attached notice, as required by § 342(b) of the Bankruptcy Code

Printed name and title, if any, of Bankruptcy Petition Preparer
Address:

Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person, or partner of the bankruptcy petition preparer.)
(Required by 11 U.S.C. § 110.)

X

Signature of Bankruptcy Petition Preparer or officer,
Principal, responsible person, or partner whose Social
Security number is provided above.

Certification of the Debtor

I, (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code

Michael Edward Boyd & Patricia Leigh Paramoure
Printed Names(s) of Debtor(s)

X /s/ Michael Edward Boyd 12/22/2011
Signature of Debtor Date

Case No. (if known) 11-61311

X /s/ Patricia Leigh Paramoure 12/22/2011
Signature of Joint Debtor, (if any) Date

Instructions: Attach a copy of Form B 201A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) **only** if the certification has **NOT** been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

B203
12/94

United States Bankruptcy Court
Northern District of California

In re Michael Edward Boyd & Patricia Leigh Paramoure

Case No. 11-61311

Chapter 13

Debtor(s)

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above-named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept \$ 2,500.00

Prior to the filing of this statement I have received \$ 2,500.00

Balance Due \$ 0.00

2. The source of compensation paid to me was:

☒ Debtor ☐ Other (specify)

3. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify)

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a other person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statements of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;

6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in the bankruptcy proceeding.

12/22/2011

Date

/s/ Anita L. Steburg

Signature of Attorney

Steburg Law Firm

Name of law firm

In re Michael Edward Boyd & Patricia Leigh Paramoure
Debtor(s)
Case Number: 11-61311
(If known)

According to the calculations required by this statement:

- ☒ The applicable commitment period is 3 years.
☐ The applicable commitment period is 5 years.
☐ Disposable income is determined under § 1325(b)(3).
☒ Disposable income not determined under § 1325(b)(3).

(Check the boxes as directed in Lines 17 and 23 of this statement.)

CHAPTER 13 STATEMENT OF CURRENT MONTHLY INCOME AND CALCULATION OF COMMITMENT PERIOD AND DISPOSABLE INCOME

In addition to Schedule I and J, this statement must be completed by every individual Chapter 13 debtor, whether or not filing jointly. Joint debtors may complete one statement only.

Part I. REPORT OF INCOME

1	Marital/filing status. Check the box that applies and complete the balance of this part of this statement as directed. a. <input type="checkbox"/> Unmarried. Complete only Column A ("Debtor's Income") for Lines 2-10. b. <input checked="" type="checkbox"/> Married. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 2-10.													
	All figures must reflect average monthly income received from all sources, derived during the six calendar months prior to filing the bankruptcy case, ending on the last day of the month before the filing. If the amount of monthly income varied during the six months, you must divide the six-month total by six, and enter the result on the appropriate line.			Column A Debtor's Income	Column B Spouse's Income									
2	Gross wages, salary, tips, bonuses, overtime, commissions.			\$ 1,375.09	\$ 0.00									
3	Income from the operation of a business, profession or farm. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 3. If you operate more than one business, profession or farm, enter aggregate numbers and provide details on an attachment. Do not enter a number less than zero. Do not include any part of the business expenses entered on Line b as a deduction in Part IV. <table border="1"> <tr> <td>a.</td> <td>Gross receipts</td> <td>\$ 0.00</td> </tr> <tr> <td>b.</td> <td>Ordinary and necessary business expenses</td> <td>\$ 0.00</td> </tr> <tr> <td>c.</td> <td>Business income</td> <td>Subtract Line b from Line a</td> </tr> </table>			a.	Gross receipts	\$ 0.00	b.	Ordinary and necessary business expenses	\$ 0.00	c.	Business income	Subtract Line b from Line a	\$ 0.00	\$ 0.00
a.	Gross receipts	\$ 0.00												
b.	Ordinary and necessary business expenses	\$ 0.00												
c.	Business income	Subtract Line b from Line a												
4	Rents and other real property income. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 4. Do not enter a number less than zero. Do not include any part of the operating expenses entered on Line b as a deduction in Part IV. <table border="1"> <tr> <td>a.</td> <td>Gross receipts</td> <td>\$ 2,290.31</td> </tr> <tr> <td>b.</td> <td>Ordinary and necessary operating expenses</td> <td>\$ 67.33</td> </tr> <tr> <td>c.</td> <td>Rent and other real property income</td> <td>Subtract Line b from Line a</td> </tr> </table>			a.	Gross receipts	\$ 2,290.31	b.	Ordinary and necessary operating expenses	\$ 67.33	c.	Rent and other real property income	Subtract Line b from Line a	\$ 2,222.98	\$ 0.00
a.	Gross receipts	\$ 2,290.31												
b.	Ordinary and necessary operating expenses	\$ 67.33												
c.	Rent and other real property income	Subtract Line b from Line a												
5	Interest, dividends and royalties.			\$ 0.00	\$ 0.00									
6	Pension and retirement income.			\$ 0.00	\$ 0.00									
7	Any amounts paid by another person or entity, on a regular basis, for the household expenses of the debtor or the debtor's dependents, including child support paid for that purpose. Do not include alimony or separate maintenance payments or amounts paid by the debtor's spouse. Each regular payment should be reported in only one column; if a payment is listed in Column A, do not report that payment in Column B.			\$ 0.00	\$ 0.00									

8	Unemployment compensation. Enter the amount in the appropriate column(s) of Line 8. However, if you contend that unemployment compensation received by you or your spouse was a benefit under the Social Security Act, do not list the amount of such compensation in Column A or B, but instead state the amount in the space below: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Unemployment compensation claimed to be a benefit under the Social Security Act</td> <td style="width: 30%;">Debtor \$ <u>0.00</u></td> <td style="width: 30%;">Spouse \$ <u>0.00</u></td> </tr> </table>	Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$ <u>0.00</u>	Spouse \$ <u>0.00</u>	\$ 6.66	\$ 0.00						
Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$ <u>0.00</u>	Spouse \$ <u>0.00</u>										
9	Income from all other sources. Specify source and amount. If necessary, list additional sources on a separate page. Total and enter on Line 9. Do not include alimony or separate maintenance payments paid by your spouse, but include all other payments of alimony or separate maintenance. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, crime against humanity, or as a victim of international or domestic terrorism. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">a.</td> <td style="width: 60%;"></td> <td style="width: 35%; text-align: right;">\$ 2,033.33</td> </tr> <tr> <td>b.</td> <td></td> <td style="text-align: right;">\$ 0.00</td> </tr> </table>	a.		\$ 2,033.33	b.		\$ 0.00	\$ 2,033.33	\$ 0.00			
a.		\$ 2,033.33										
b.		\$ 0.00										
10	Subtotal. Add Lines 2 thru 9 in Column A, and, if Column B is completed, add Lines 2 through 9 in Column B. Enter the total(s).	\$ 5,638.06	\$ 0.00									
11	Total. If Column B has been completed, add Line 10, Column A to Line 10, Column B, and enter the total. If Column B has not been completed, enter the amount from Line 10, Column A.	\$ 5,638.06										
Part II. CALCULATION OF § 1325(b)(4) COMMITMENT PERIOD												
12	Enter the Amount from Line 11.	\$ 5,638.06										
13	Marital adjustment. If you are married, but are not filing jointly with your spouse, AND if you contend that calculation of the commitment period under § 1325(b)(4) does not require inclusion of the income of your spouse, enter on Line 13 the amount of the income listed in Line 10, Column B that was NOT paid on a regular basis for the household expenses of you or your dependents and specify, in the lines below, the basis for excluding this income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If the conditions for entering this adjustment do not apply, enter zero. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">a.</td> <td style="width: 60%;"></td> <td style="width: 35%; text-align: right;">\$ 0.00</td> </tr> <tr> <td>b.</td> <td></td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>c.</td> <td></td> <td style="text-align: right;">\$ 0.00</td> </tr> </table> Total and enter on Line 13.	a.		\$ 0.00	b.		\$ 0.00	c.		\$ 0.00	\$ 0.00	
a.		\$ 0.00										
b.		\$ 0.00										
c.		\$ 0.00										
14	Subtract Line 13 from Line 12 and enter the result.	\$ 5,638.06										
15	Annualized current monthly income for §1325(b)(4). Multiply the amount from Line 14 by the number 12 and enter the result.	\$ 67,656.72										
16	Applicable median family income. Enter the median family income for the applicable state and household size. (This information is available by family size at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) a. Enter debtor's state of residence: <u>California</u> b. Enter debtor's household size: <u>4</u>	\$ 74,806.00										
17	Application of §1325(b)(4). Check the applicable box and proceed as directed. <input checked="" type="checkbox"/> The amount on Line 15 is less than the amount on Line 16. Check the box for "The applicable commitment period is 3 years" at the top of page 1 of this statement and continue with this statement. <input type="checkbox"/> The amount on Line 15 is more than the amount on Line 16. Check the box for "The applicable commitment period is 5 years" at the top of page 1 of this statement and continue with this statement.											
Part III. APPLICATION OF § 1325(b)(3) FOR DETERMINING DISPOSABLE INCOME												
18	Enter the Amount from Line 11.	\$ 5,638.06										

19	<p>Marital adjustment. If you are married, but are not filing jointly with your spouse, enter on Line 19 the total of any income listed in Line 10, Column B that was NOT paid on a regular basis for the household expenses of the debtor or the debtor's dependents. Specify, in the lines below, the basis for excluding the Column B income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If the conditions for entering this adjustment do not apply, enter zero.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">a.</td> <td style="width: 65%;"></td> <td style="width: 30%; text-align: right;">\$ 0.00</td> </tr> <tr> <td style="text-align: center;">b.</td> <td></td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td style="text-align: center;">c.</td> <td></td> <td style="text-align: right;">\$ 0.00</td> </tr> </table> <p>Total and enter on Line 19.</p>	a.		\$ 0.00	b.		\$ 0.00	c.		\$ 0.00	\$ 0.00															
a.		\$ 0.00																								
b.		\$ 0.00																								
c.		\$ 0.00																								
20	Current monthly income for §1325(b)(3). Subtract Line 19 from Line 18 and enter the result.	\$ 5,638.06																								
21	Annualized current monthly income for §1325(b)(3). Multiply the amount from Line 20 by the number 12 and enter the result.	\$ 67,656.72																								
22	Applicable median family income. Enter the amount from Line 16.	\$ 74,806.00																								
23	<p>Application of §1325(b)(3). Check the applicable box and proceed as directed.</p> <p><input type="checkbox"/> The amount on Line 21 is more than the amount on Line 22. Check the box for "Disposable income is determined under §1325(b)(3)" at the top of page 1 of this statement and complete the remaining parts of this statement.</p> <p><input checked="" type="checkbox"/> The amount on Line 21 is not more than the amount on Line 22. Check the box for "Disposable income is not determined under §1325(b)(3)" at the top of page 1 of this statement and continue with Part VII of this statement. Do not complete Parts IV, V or VI.</p>																									
Part IV. CALCULATION OF DEDUCTIONS FROM INCOME																										
Subpart A: Deductions under Standards of the Internal Revenue Service (IRS)																										
24A	<p>National Standards: food, apparel and services, housekeeping supplies, personal care, and miscellaneous. Enter in line 24A the "Total" amount from IRS National Standards for Allowable Living Expenses for the applicable number of persons. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) The applicable number of persons is the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.</p>	\$ N.A.																								
24B	<p>National Standards: health care. Enter in Line a1 below the amount from IRS National Standards for Out-of-Pocket Health Care for persons under 65 years of age, and in Line a2 the IRS National Standards for Out-of-Pocket Health Care for persons 65 years of age or older. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) Enter in Line b1 the applicable number of persons who are under 65 years of age, and enter in Line b2 the applicable number of persons who are 65 years of age or older. (The applicable number of persons in each age category is the number in that category that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.) Multiply line a1 by Line b1 to obtain a total amount for persons under 65, and enter the result in Line c1. Multiply Line a2 by Line b2 to obtain a total amount for persons 65 and older, and enter the result in Line c2. Add Lines c1 and c2 to obtain a total health care amount, and enter the result in Line 24B.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: left;">Persons under 65 years of age</th> <th colspan="3" style="text-align: left;">Persons 65 years of age or older</th> </tr> </thead> <tbody> <tr> <td style="width: 5%; text-align: center;">a1.</td> <td style="width: 60%;">Allowance per person</td> <td style="width: 35%; text-align: center;">N.A.</td> <td style="width: 5%; text-align: center;">a2.</td> <td style="width: 60%;">Allowance per person</td> <td style="width: 35%; text-align: center;">N.A.</td> </tr> <tr> <td style="text-align: center;">b1</td> <td>Number of persons</td> <td style="text-align: center;">N.A.</td> <td style="text-align: center;">b2.</td> <td>Number of persons</td> <td style="text-align: center;">N.A.</td> </tr> <tr> <td style="text-align: center;">c1.</td> <td>Subtotal</td> <td style="text-align: center;">N.A.</td> <td style="text-align: center;">c2.</td> <td>Subtotal</td> <td style="text-align: center;">N.A.</td> </tr> </tbody> </table>	Persons under 65 years of age			Persons 65 years of age or older			a1.	Allowance per person	N.A.	a2.	Allowance per person	N.A.	b1	Number of persons	N.A.	b2.	Number of persons	N.A.	c1.	Subtotal	N.A.	c2.	Subtotal	N.A.	\$ N.A.
Persons under 65 years of age			Persons 65 years of age or older																							
a1.	Allowance per person	N.A.	a2.	Allowance per person	N.A.																					
b1	Number of persons	N.A.	b2.	Number of persons	N.A.																					
c1.	Subtotal	N.A.	c2.	Subtotal	N.A.																					
25A	<p>Local Standards: housing and utilities; non-mortgage expenses. Enter amount of the IRS Housing and Utilities Standards; non-mortgage expenses for the applicable county and family size. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) The applicable family size consists of the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.</p>	\$ N.A.																								

25B	<p>Local Standards: housing and utilities; mortgage/rent expense. Enter, in Line a below, the amount of the IRS Housing and Utilities Standards; mortgage/rent expense for your county and family size (this information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court) (the applicable family size consists of the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support); enter on Line b the total of the Average Monthly Payments for any debts secured by your home, as stated in Line 47; subtract Line b from Line a and enter the result in Line 25B. Do not enter an amount less than zero.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 5%; text-align: center;">a.</td><td style="width: 60%;">IRS Housing and Utilities Standards; mortgage/rental expense</td><td style="width: 35%; text-align: right;">\$ N.A.</td></tr> <tr> <td style="text-align: center;">b.</td><td>Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47</td><td style="text-align: right;">\$ N.A.</td></tr> <tr> <td style="text-align: center;">c.</td><td>Net mortgage/rental expense</td><td style="text-align: right;">Subtract Line b from Line a.</td></tr> </table>	a.	IRS Housing and Utilities Standards; mortgage/rental expense	\$ N.A.	b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47	\$ N.A.	c.	Net mortgage/rental expense	Subtract Line b from Line a.	\$ N.A.
a.	IRS Housing and Utilities Standards; mortgage/rental expense	\$ N.A.									
b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47	\$ N.A.									
c.	Net mortgage/rental expense	Subtract Line b from Line a.									
26	<p>Local Standards: housing and utilities; adjustment. If you contend that the process set out in Lines 25A and 25B does not accurately compute the allowance to which you are entitled under the IRS Housing and Utilities Standards, enter any additional amount to which you contend you are entitled, and state the basis for your contention in the space below:</p> <div style="border: 1px solid black; height: 40px; margin-top: 10px;"></div>	\$ N.A.									
27A	<p>Local Standards: transportation; vehicle operation/public transportation expense. You are entitled to an expense allowance in this category regardless of whether you pay the expenses of operating a vehicle and regardless of whether you use public transportation.</p> <p>Check the number of vehicles for which you pay the operating expenses or for which the operating expenses are included as a contribution to your household expenses in Line 7. <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 or more.</p> <p>If you checked 0, enter on Line 27A the "Public Transportation" amount from IRS Local Standards: Transportation. If you checked 1 or 2 or more, enter on Line 27A the "Operating Costs" amount from IRS Local Standards: Transportation for the applicable number of vehicles in the applicable Metropolitan Statistical Area or Census Region. (These amounts are available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)</p>	\$ N.A.									
27B	<p>Local Standards: transportation; additional public transportation expense. If you pay the operating expenses for a vehicle and also use public transportation, and you contend that you are entitled to an additional deduction for your public transportation expenses, enter on Line 27B the "Public Transportation" amount from the IRS Local Standards: Transportation. (This amount is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)</p>	\$ N.A.									
28	<p>Local Standards: transportation ownership/lease expense; Vehicle 1. Check the number of vehicles for which you claim an ownership/lease expense. (You may not claim an ownership/lease expense for more than two vehicles.) <input type="checkbox"/> 1 <input type="checkbox"/> 2 or more.</p> <p>Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 1, as stated in Line 47; subtract Line b from Line a and enter the result in Line 28. Do not enter an amount less than zero.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 5%; text-align: center;">a.</td><td style="width: 60%;">IRS Transportation Standards, Ownership Costs</td><td style="width: 35%; text-align: right;">\$ N.A.</td></tr> <tr> <td style="text-align: center;">b.</td><td>Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47</td><td style="text-align: right;">\$ N.A.</td></tr> <tr> <td style="text-align: center;">c.</td><td>Net ownership/lease expense for Vehicle 1</td><td style="text-align: right;">Subtract Line b from Line a.</td></tr> </table>	a.	IRS Transportation Standards, Ownership Costs	\$ N.A.	b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47	\$ N.A.	c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.	\$ N.A.
a.	IRS Transportation Standards, Ownership Costs	\$ N.A.									
b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47	\$ N.A.									
c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.									

29	<p>Local Standards: transportation ownership/lease expense; Vehicle 2. Complete this Line only if you checked the “2 or more” Box in Line 28.</p> <p>Enter, in Line a below, the “Ownership Costs” for “One Car” from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 2, as stated in Line 47; subtract Line b from Line a and enter the result in Line 29. Do not enter an amount less than zero.</p> <table border="1"> <tr> <td>a.</td> <td>IRS Transportation Standards, Ownership Costs</td> <td>\$</td> <td>N.A.</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47</td> <td>\$</td> <td>N.A.</td> </tr> <tr> <td>c.</td> <td>Net ownership/lease expense for Vehicle 2</td> <td colspan="2">Subtract Line b from Line a.</td> </tr> </table>	a.	IRS Transportation Standards, Ownership Costs	\$	N.A.	b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47	\$	N.A.	c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.		\$	N.A.
a.	IRS Transportation Standards, Ownership Costs	\$	N.A.												
b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47	\$	N.A.												
c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.													
30	<p>Other Necessary Expenses: taxes. Enter the total average monthly expense that you actually incur for all for all federal, state and local taxes, other than real estate and sales taxes, such as income taxes, self-employment taxes, social security taxes, and Medicare taxes. Do not include real estate or sales taxes.</p>	\$	N.A.												
31	<p>Other Necessary Expenses: involuntary deductions for employment. Enter the total average monthly deductions that are required for your employment, such as mandatory retirement contributions, union dues, and uniform costs. Do not include discretionary amounts, such as voluntary 401(k) contributions.</p>	\$	N.A.												
32	<p>Other Necessary Expenses: life insurance. Enter total average monthly premiums that you actually pay for term life insurance for yourself. Do not include premiums for insurance on your dependents, for whole life or for any other form of insurance.</p>	\$	N.A.												
33	<p>Other Necessary Expenses: court-ordered payments. Enter the total monthly amount that you are required to pay pursuant to the order of a court or administrative agency, such as spousal or child support payments. Do not include payments on past due support obligations included in Line 49.</p>	\$	N.A.												
34	<p>Other Necessary Expenses: education for employment or for a physically or mentally challenged child. Enter the total monthly amount that you actually expend for education that is a condition of employment and for education that is required for a physically or mentally challenged dependent child for whom no public education providing similar services is available.</p>	\$	N.A.												
35	<p>Other Necessary Expenses: childcare. Enter the total average monthly amount that you actually expend on childcare—such as baby-sitting, day care, nursery and preschool. Do not include other educational payments.</p>	\$	N.A.												
36	<p>Other Necessary Expenses: health care. Enter the total average monthly amount that you actually expend on health care that is required for the health and welfare of yourself or your dependents, that is not reimbursed by insurance or paid by a health savings account, and that is in excess of the amount entered in Line 24B. Do not include payments for health insurance or health savings accounts listed in Line 39.</p>	\$	N.A.												
37	<p>Other Necessary Expenses: telecommunication services. Enter the total average monthly amount that you actually pay for telecommunications services other than your basic home telephone and cell phone service – such as pagers, call waiting, caller id, special long distance, or internet service—to the extent necessary for your health and welfare or that of your dependents. Do not include any amount previously deducted.</p>	\$	N.A.												
38	<p>Total Expenses Allowed under IRS Standards. Enter the total of Lines 24 through 37.</p>	\$	N.A.												
<p align="center">Subpart B: Additional Living Expense Deductions Note: Do not include any expenses that you have listed in Lines 24-37</p>															

39	Health Insurance, Disability Insurance, and Health Savings Account Expenses. List the monthly expenses in the categories set out in lines a-c below that are reasonably necessary for yourself, your spouse, or your dependents. <table border="1"><tr><td>a.</td><td>Health Insurance</td><td>\$</td><td>N.A.</td></tr><tr><td>b.</td><td>Disability Insurance</td><td>\$</td><td>N.A.</td></tr><tr><td>c.</td><td>Health Savings Account</td><td>\$</td><td>N.A.</td></tr></table> Total and enter on Line 39 If you do not actually expend this total amount, state your actual total average monthly expenditures in the space below: \$ N.A.				a.	Health Insurance	\$	N.A.	b.	Disability Insurance	\$	N.A.	c.	Health Savings Account	\$	N.A.	\$ N.A.													
a.	Health Insurance	\$	N.A.																											
b.	Disability Insurance	\$	N.A.																											
c.	Health Savings Account	\$	N.A.																											
40	Continued contributions to the care of household or family members. Enter the total average actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. Do not include payments listed in Line 34.				\$ N.A.																									
41	Protection against family violence. Enter the total average reasonably necessary monthly expenses that you actually incur to maintain the safety of your family under the Family Violence Prevention and Services Act or other applicable federal law. The nature of these expenses is required to be kept confidential by the court.				\$ N.A.																									
42	Home energy costs. Enter the total average monthly amount, in excess of the allowance specified by IRS Local Standards for Housing and Utilities that you actually expend for home energy costs. You must provide your case trustee with documentation of your actual expenses, and you must demonstrate that the additional amount claimed is reasonable and necessary.				\$ N.A.																									
43	Education expenses for dependent children under 18. Enter the total average monthly expenses that you actually incur, not to exceed \$147.92* per child, for attendance at a private or public elementary or secondary school by your dependent children less than 18 years of age. You must provide your case trustee with documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in the IRS Standards.				\$ N.A.																									
44	Additional food and clothing expense. Enter the total average monthly amount by which your food and clothing expenses exceed the combined allowances for food and clothing (apparel and services) in the IRS National Standards, not to exceed 5% of those combined allowances. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) You must demonstrate that the additional amount claimed is reasonable and necessary.				\$ N.A.																									
45	Charitable contributions. Enter the amount reasonably necessary for you to expend each month on charitable contributions in the form of cash or financial instruments to a charitable organization as defined in 26 U.S.C. § 170(c)(1)-(2). Do not include any amount in excess of 15% of your gross monthly income.				\$ N.A.																									
46	Total Additional Expense Deductions under § 707(b). Enter the total of Lines 39 through 45.				\$ N.A.																									
Subpart C: Deductions for Debt Payment																														
47	Future payments on secured claims. For each of your debts that is secured by an interest in property that you own, list the name of creditor, identify the property securing the debt, and state the Average Monthly Payment, and check whether the payment includes taxes and insurance. The Average Monthly Payment is the total of all amounts scheduled as contractually due to each Secured Creditor in the 60 months following the filing of the bankruptcy case, divided by 60. If necessary, list additional entries on a separate page. Enter the total of the Average Monthly Payments on Line 47. <table border="1"><thead><tr><th></th><th>Name of Creditor</th><th>Property Securing the Debt</th><th>Average Monthly Payment</th><th>Does payment include taxes or insurance?</th></tr></thead><tbody><tr><td>a.</td><td></td><td></td><td>\$</td><td><input type="checkbox"/> yes <input type="checkbox"/> no</td></tr><tr><td>b.</td><td></td><td></td><td>\$</td><td><input type="checkbox"/> yes <input type="checkbox"/> no</td></tr><tr><td>c.</td><td></td><td></td><td>\$</td><td><input type="checkbox"/> yes <input type="checkbox"/> no</td></tr><tr><td></td><td></td><td></td><td>Total: Add Lines a, b and c</td><td></td></tr></tbody></table>					Name of Creditor	Property Securing the Debt	Average Monthly Payment	Does payment include taxes or insurance?	a.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no	b.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no	c.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no				Total: Add Lines a, b and c		\$ N.A.
	Name of Creditor	Property Securing the Debt	Average Monthly Payment	Does payment include taxes or insurance?																										
a.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no																										
b.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no																										
c.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no																										
			Total: Add Lines a, b and c																											

48	Other payments on secured claims. If any of debts listed in Line 47 are secured by your primary residence, a motor vehicle, or other property necessary for your support or the support of your dependents, you may include in your deduction 1/60th of any amount (the "cure amount") that you must pay the creditor in addition to the payments listed in Line 47, in order to maintain possession of the property. The cure amount would include any sums in default that must be paid in order to avoid repossession or foreclosure. List and total any such amounts in the following chart. If necessary, list additional entries on a separate page.			
	Name of Creditor	Property Securing the Debt	1/60th of the Cure Amount	
	a.		\$	
	b.		\$	
	c.		\$	
48			Total: Add Lines a, b and c	\$ N.A.
49	Payments on prepetition priority claims. Enter the total amount, divided by 60, of all priority claims, such as priority tax, child support and alimony claims, for which you were liable at the time of your bankruptcy filing. Do not include current obligations, such as those set out in Line 33.			\$ N.A.
50	Chapter 13 administrative expenses. Multiply the amount in Line a by the amount in Line b, and enter the resulting administrative expense.			
	a.	Projected average monthly Chapter 13 plan payment.	\$ N.A.	
	b.	Current multiplier for your district as determined under schedules issued by the Executive Office for United States Trustees. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	x N.A.	
	c.	Average monthly administrative expense of Chapter 13 case	Total: Multiply Lines a and b	\$ N.A.
51	Total Deductions for Debt Payment. Enter the total of Lines 47 through 50.			\$ N.A.
Subpart D: Total Deductions from Income				
52	Total of all deductions from income. Enter the total of Lines 38, 46, and 51.			\$ N.A.
Part V. DETERMINATION OF DISPOSABLE INCOME UNDER § 1325(b)(2)				
53	Total current monthly income. Enter the amount from Line 20.			\$ N.A.
54	Support income. Enter the monthly average of any child support payments, foster care payments, or disability payments for a dependent child, reported in Part I, that you received in accordance with applicable nonbankruptcy law, to the extent reasonably necessary to be expended for such child.			\$ N.A.
55	Qualified retirement deductions. Enter the monthly total of (a) all amounts withheld by your employer from wages as contributions for qualified retirement plans, as specified in § 541(b)(7) and (b) all required repayments of loans from retirement plans, as specified in § 362(b)(19).			\$ N.A.
56	Total of all deductions allowed under § 707(b)(2). Enter the amount from Line 52.			\$ N.A.
57	Deduction for special circumstances. If there are special circumstances that justify additional expenses for which there is no reasonable alternative, describe the special circumstances and the resulting expenses in lines a-c below. If necessary, list additional entries on a separate page. Total the expenses and enter the total in Line 57. You must provide your case trustee with documentation of these expenses and you must provide a detailed explanation of the special circumstances that make such expenses necessary and reasonable.			
		Nature of special circumstances	Amount of expense	
	a.		\$	
	b.		\$	
	c.		\$	
			Total: Add Lines a, b and c	\$ N.A.

58	Total adjustments to determine disposable income. Add the amounts on Lines 54, 55, 56 and 57 and enter the result.	\$ N.A.															
59	Monthly Disposable Income Under § 1325(b)(2). Subtract Line 58 from Line 53 and enter the result.	\$ N.A.															
Part VI: ADDITIONAL EXPENSE CLAIMS																	
60	Other Expenses. List and describe any monthly expenses, not otherwise stated in this form, that are required for the health and welfare of you and your family and that you contend should be an additional deduction from your current monthly income under § 707(b)(2)(A)(ii)(I). If necessary, list additional sources on a separate page. All figures should reflect your average monthly expense for each item. Total the expenses.																
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 70%;">Expense Description</th> <th style="width: 25%;">Monthly Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a.</td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="text-align: center;">b.</td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="text-align: center;">c.</td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: Add Lines a, b and c</td> <td style="text-align: right;">N.A.</td> </tr> </tbody> </table>			Expense Description	Monthly Amount	a.		\$	b.		\$	c.		\$	Total: Add Lines a, b and c		N.A.
	Expense Description	Monthly Amount															
a.		\$															
b.		\$															
c.		\$															
Total: Add Lines a, b and c		N.A.															
Part VII: VERIFICATION																	
61	I declare under penalty of perjury that the information provided in this statement is true and correct. <i>(If this a joint case, both debtors must sign.)</i> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> Date: 12/22/2011 </div> <div style="width: 45%;"> Signature: <u>/s/ Michael Edward Boyd</u> <i>(Debtor)</i> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> Date: 12/22/2011 </div> <div style="width: 45%;"> Signature: <u>/s/ Patricia Leigh Paramoure</u> <i>(Joint Debtor, if any)</i> </div> </div>																

Form 22 Continuation Sheet

Income Month 1						Income Month 2					
Gross wages, salary, tips...	271.34	0.00				Gross wages, salary, tips...	2,743.61	0.00			
Income from business...	0.00	0.00				Income from business...	0.00	0.00			
Rents and real property income...	3,226.00	0.00				Rents and real property income...	3,242.90	0.00			
Interest, dividends...	0.00	0.00				Interest, dividends...	0.00	0.00			
Pension, retirement...	0.00	0.00				Pension, retirement...	0.00	0.00			
Contributions to HH Exp...	0.00	0.00				Contributions to HH Exp...	0.00	0.00			
Unemployment...	0.00	0.00				Unemployment...	0.00	0.00			
Other Income...	0.00	0.00				Other Income...	0.00	0.00			
Income Month 3						Income Month 4					
Gross wages, salary, tips...	3,907.64	0.00				Gross wages, salary, tips...	0.00	0.00			
Income from business...	0.00	0.00				Income from business...	0.00	0.00			
Rents and real property income...	2,400.00	0.00				Rents and real property income...	1,223.00	0.00			
Interest, dividends...	0.00	0.00				Interest, dividends...	0.00	0.00			
Pension, retirement...	0.00	0.00				Pension, retirement...	0.00	0.00			
Contributions to HH Exp...	0.00	0.00				Contributions to HH Exp...	0.00	0.00			
Unemployment...	0.00	0.00				Unemployment...	0.00	0.00			
Other Income...	500.00	0.00				Other Income...	11,700.00	0.00			
Income Month 5						Income Month 6					
Gross wages, salary, tips...	1,328.00	0.00				Gross wages, salary, tips...	0.00	0.00			
Income from business...	0.00	0.00				Income from business...	0.00	0.00			
Rents and real property income...	1,623.00	0.00				Rents and real property income...	1,623.00	0.00			
Interest, dividends...	0.00	0.00				Interest, dividends...	0.00	0.00			
Pension, retirement...	0.00	0.00				Pension, retirement...	0.00	0.00			
Contributions to HH Exp...	0.00	0.00				Contributions to HH Exp...	0.00	0.00			
Unemployment...	0.00	0.00				Unemployment...	40.00	0.00			
Other Income...	0.00	0.00				Other Income...	0.00	0.00			
Additional Items as Designated, if any											
Remarks											