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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
EIGHTY-FIFTH OMNIBUS OBJECTION TO CLAIMS
(I) NO LIABILITY BORROWER CLAIMS, (II) REDUNDANT BORROWER CLAIMS)
AND (III) MISCLASSIFIED 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, EXHIBIT B, OR EXHIBIT C 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 “Borrower 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 respect to Borrower Claim (defined below) matters, by and through its undersigned counsel, respectfully represents:

RELIEF REQUESTED

1. The Borrower Trust files this eighty-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 A and Exhibit B annexed to the Proposed Order and reclassifying as general unsecured claims the claims listed on Exhibit C¹ to the Proposed Order. In support of this Objection, the Borrower Trust submits the Declaration of David Cunningham, Director of Regulatory Compliance for the ResCap Liquidating Trust (the “Cunningham Declaration,” attached hereto as Exhibit 2), and the Declaration of Norman S. Rosenbaum of Morrison & Foerster LLP, counsel to the Borrower Trust (the “Rosenbaum Declaration,” attached hereto as Exhibit 3).

2. The Borrower 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,

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

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

3. The Borrower Trust also examined the proofs of claim identified on Exhibit B to the Proposed Order and determined that the proofs of claim listed under the heading “Claims to be Disallowed and Expunged” (the “Redundant Borrower Claims”) are substantially the same as the corresponding claim identified under the heading “Surviving Claims” (a “Surviving Borrower Claim”).

4. The Borrower Trust also examined the proofs of claim identified on Exhibit C to the Proposed Order and determined that each proof of claim listed thereon (collectively, the “Misclassified Borrower Claims”) improperly asserts against the Debtors a secured claim under section 506 of the Bankruptcy Code or a priority claim under section 507 of the Bankruptcy Code. The Borrower Trust seeks to modify the Misclassified Borrower Claims by reclassifying them as general unsecured claims on the Claims Register.

5. The proofs of claim identified on Exhibit A, Exhibit B, and Exhibit C 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

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

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

JURISDICTION

7. 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

8. 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).

9. 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”).

10. 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 Borrower Trust was established [Docket No. 6137].

11. The Plan provides for the creation and implementation of the Borrower 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 Borrower 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

12. 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”).

13. 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.

14. 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.

15. 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.

16. Beginning in May of 2013, the Debtors sent Request Letters, substantially in the form as those attached as Exhibit 4, to all of the Borrowers who filed the No Liability Borrower Claims. 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.

17. The Response Deadline has passed, and the Debtors and the Borrower 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 Cunningham Declaration at ¶ 4.

18. If the Borrower Trust's objection to a Borrower Claim is premised on certain non-substantive grounds, including that the Borrower's proof of claim was redundant of another claim filed by the same Borrower or the claim was incorrectly classified, then the Borrower Trust is not required to send a Request Letter to such Borrower before filing an objection to such Borrower's Claim. See Procedures Order at 3.

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

19. Based upon its review of the No Liability Borrower Claims identified on Exhibit A annexed to the Proposed Order, the Borrower 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 Cunningham Declaration ¶ 13.

20. 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).

21. 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).

22. The Debtors and the Borrower 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 Cunningham Declaration at ¶¶ 4-6. 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.

23. The Borrower 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 Borrower Trust's objection to each No Liability Borrower Claim falls under one or more of the following ten categories:

- (i) **General No Liability.** This category includes claims:
- asserting that a Debtor is responsible for liabilities of non-Debtor entities;
 - seeking assistance to modify their loan, which the Debtors cannot do because they no longer have an interest in the loan;
 - where the Claimant has not demonstrated how they were damaged by the Debtors' actions; or
 - that otherwise do not constitute a valid obligation of the Debtors (collectively, the "General No Liability Claims").

To assess the validity of this claim, the Borrower 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 Cunningham Declaration at ¶ 7(i). Based on its review, the Borrower Trust has determined that the Debtors are not liable for the General No Liability Claim. See id.

To substantiate this determination, the Borrower 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 Borrower 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, or that the Claimant's mortgage was paid in full (the "General Servicing Issues Claims"). To assess the validity of these claims, the Borrower 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 Cunningham Declaration at ¶ 7(ii).

Based on its review, the Borrower 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; (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; and/or (d) the allegations relate to actions taken by a non-Debtor entity. See id.

To substantiate this determination, the Borrower 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 Borrower Trust;

³ For the purpose of clarification, the Borrower Trust is not suggesting that the listed documents in the respective objection categories are relevant to every Claim; rather, the Borrower 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 The production of documents by the Borrower 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.

- 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 Borrower 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, and if so, if the claim would be barred by the applicable statute of limitations. See Cunningham Declaration at ¶ 7(iii).

Based on its review of the Debtors' books and records and its review of applicable state and federal law, the Borrower Trust determined that the Debtors are not liable for the Origination Issues Claims because either (1) 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 or (2) the claim is barred by the applicable statute of limitations See id.

To substantiate this determination, the Borrower 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 Borrower 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 these claims, the Borrower 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).

⁵ As noted in Exhibit A, to the extent the claimant asserts statutory claims related to origination of the loan, the Borrower 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 Borrower 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.

Based on its review, the Borrower Trust determined that the Debtors are not liable for the Escrow Issues Claims. See Cunningham Decl. at ¶ 7(iv). In cases where a claimant asserted that they were owed a refund, the Borrower 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 Borrower 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 Borrower 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 Borrower Trust concluded that the Debtors had no liability for the claim. See id.

To substantiate this determination, the Borrower 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 Borrower 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) **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 Borrower 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 Cunningham Declaration at ¶ 7(v). Based on its review, the Borrower Trust has determined that the Debtors are not liable for the Standing 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 Borrower 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 Borrower 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.

- (vi) **Interest Rates and Fees Collected.** This category includes a claim based on the assertion that the interest rate charged to the claimant was inappropriate (the "Interest Rates and Fees Collected Claim"). To assess the validity of this claim, the Borrower 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 Cunningham Declaration at ¶ 7 (vi).

Based on its review, the Borrower Trust has determined that the Debtors are not liable for the Interest Rates and Fees Collected Claim because the interest rate charged was consistent with the governing loan documents and the Debtors' servicing policies. To substantiate this determination, the Borrower Trust is prepared to provide the Court and the claimant whose claim is identified as the Interest Rates Claim and 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 Borrower 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.

- (vii) **Paid and Satisfied.** This category includes claims that have been satisfied either prior to the Petition Date (in the form of disbursement of insurance proceeds) or during these Chapter 11 Cases (in the form of a refund). To assess the validity of these claims, the Borrower Trust examined the Debtors' Internal Servicing Notes to verify that the Debtors satisfied the amount owed to the Claimant. See Cunningham Declaration at ¶ 7(vii). The Borrower Trust determined that the Debtors are not liable for the Paid and Satisfied Claims because (a) in the case where the claimant asserts they did not receive all of the proceeds of an insurance settlement, the Borrower Trust confirmed that the Debtors disbursed the entirety of the proceeds received from the insurance company (in some

cases the Debtors would withhold payment because the borrower had made no repairs), and (b) in the case where the claim is premised on a purported error of the Debtors, the Debtors refunded the claimant the entire amount of the claim resulted from the alleged error. See id.

To substantiate this determination, the Borrower Trust is prepared to provide the Court and each claimant whose claim is identified as a Paid and Satisfied Claim on Exhibit A to the Proposed Order, upon their respective request, with copies of the internal servicing notes, which were prepared or kept by the Debtors in the course of their regularly conducted business activities.

- (viii) **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,⁶ 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 Borrower Trust examined the Debtors’ books and records to verify that the Debtors followed the applicable investor guidelines and policies regarding loan modifications. Specifically, the Borrower 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 Cunningham Declaration at ¶ 7(viii).

Based on its review, the Borrower 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 and (b) in the cases where the claimant obtained a loan modification, the claimant was not damaged by the loan modification assistance provided. See id.

To substantiate this determination, the Borrower 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 Borrower Trust;
- Note and riders to the Note, if applicable;
- Mortgage/Deed of Trust;

⁶ 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.

- Loan Modification Agreement, if applicable;
- Investor guidelines, if applicable;
- Servicing agreement(s), if applicable;
- 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.

24. 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 Borrower Trust requests that the Court disallow and expunge in their entirety each of the No Liability Borrower Claims.

**THE REDUNDANT BORROWER CLAIMS
SHOULD BE DISALLOWED AND EXPUNGED**

25. Pursuant to Bankruptcy Rule 3007(d), a debtor may object to claims and seek their disallowance where such claims "duplicate other claims." Fed. R. Bankr. P. 3007(d)(1). Section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that a claim may not be allowed to the extent that "such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law." 11 U.S.C. § 502(b)(1). Accordingly, courts in the Southern District of New York routinely disallow and expunge duplicative and/or redundant claims filed by the same creditor against the same debtor. See, e.g., Order Granting the ResCap Liquidating Trust's Seventy-Second Omnibus Objection to (A) Amended and Superseded Claims; (B) Late Filed Claims; and (C) Duplicate Claims, In re Residential Capital, LLC, Case No. 12-12020(MG) (Bankr. S.D.N.Y. Sept. 30, 2014), ECF No. 7595 (ordering the disallowance and expungement of redundant claims identified by the

Liquidating Trust in its seventy-second omnibus claims objection); In re Worldcom, Inc., Case No. 02-13533AJG, 2005 WL 3875191, at *8 (Bankr. S.D.N.Y. June 3, 2005) (expunging duplicate claim); In re Best Payphones, Inc., Case No. 01-15472 (SMB), 2002 WL 31767796, at *11 (Bankr. S.D.N.Y. Dec. 11, 2002) (expunging duplicate claim).

26. Based upon its review of the Redundant Borrower Claims, the Borrower Trust determined they are duplicative (though not identical) to the corresponding Surviving Borrower Claim. See Cunningham Declaration ¶ 9.

27. The Borrower Trust believes that it was not the claimants' intention in asserting the Redundant Borrower Claims to seek a double recovery against the Debtors' estates. Instead, the filing of the Redundant Borrower Claims appears to be a function of the claimants filing additional proofs of claim on account of the same obligation. See Cunningham Declaration ¶ 10. Regardless of the claimants' reasons for filing the Redundant Borrower Claims, at most, only one claim against the Debtors' estates should potentially be allowed for each claimant.

28. The Debtors are not required to make a distribution to a creditor on the same claim more than once. See, e.g., In re Finley, Kumble, Wagner, Heine, Underberg, Manley, Myerson, & Casey, 160 B.R. 882, 894 (Bankr. S.D.N.Y. 1993) ("In bankruptcy, multiple recoveries for an identical injury are generally disallowed."). Moreover, elimination of the Redundant Borrower Claims will enable the Borrower Trust to maintain the Claims Register to more accurately reflect the universe of claims asserted against the Debtors.

29. Accordingly, to avoid the possibility of multiple recoveries on a single claim by the same creditor, the Borrower Trust requests that the Court disallow and expunge in its entirety the Redundant Borrower Claims listed on Exhibit B to the Proposed Order under the

heading “Claims to be Disallowed and Expunged.” The Surviving Borrower Claims will remain on the Claims Register subject to further objections on any other basis.

**THE MISCLASSIFIED BORROWER CLAIMS
SHOULD BE MODIFIED**

30. Based upon its review of the proofs of claim filed on the Claims Register, the Borrower Trust determined that the Misclassified Borrower Claims identified on Exhibit C attached to the Proposed Order improperly assert secured or administrative priority status for all or a portion of such claim where such proofs of claim do not contain any valid basis for treatment as a secured or administrative priority claim. See Cunningham Declaration ¶ 12.

31. Pursuant to Bankruptcy Rule 3007(d)(8), a debtor may object to claims and seek their disallowance where such claims “assert priority in an amount that exceeds the maximum amount under § 507 of the Code.” Fed. R. Bankr. P. 3007(d)(8). Moreover, the U.S. Supreme Court has held that conferring secured status ““to a claimant not clearly entitled thereto is not only inconsistent with the policy of equality of distribution; it dilutes the value of the priority for those creditors Congress intended to prefer.”” Howard Delivery Serv., Inc. v. Zurich Am. Ins. Co., 547 U.S. 651, 667-68 (2006) (citation omitted); see also In re WorldCom, Inc., 362 B.R. 96, 120-121 (Bankr. S.D.N.Y. 2007) (reclassifying a purportedly secured claim as unsecured because it was based on a lapsed lien); Karakas v. Bank of N.Y. (In re Karakas), Case No. 06-32961, Chapter 13, Adv. Pro. No. 06-80245, 2007 Bankr. LEXIS 1578, at *22-23 (Bankr. N.D.N.Y. May 3, 2007) (reclassifying purportedly secured claim as unsecured based on valuation of underlying property).

32. Accordingly, in order to preserve the intended order of priority of claims as set forth in the Bankruptcy Code, the Borrower Trust requests that the Court reclassify each Misclassified Borrower Claim listed on Exhibit C as a general unsecured claim. The

Misclassified Borrower Claims will remain on the claims register subject to further objections on any other basis.

NOTICE

33. The Borrower 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 Borrower Trust submits that no other or further notice need be provided.

NO PRIOR REQUEST

34. No previous request for the relief sought herein as against the holders of the No Liability Borrower Claims, the Redundant Borrower Claims, or the Misclassified Borrower Claims have been made by the Borrower Trust to this or any other court.

CONCLUSION

WHEREFORE, the Borrower 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: March 27, 2015
New York, New York

/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*

Hearing Date and Time: May 14, 2015 at 10:00 a.m. (Prevailing Eastern Time)
Response Date and Time: April 27, 2015 at 4:00 p.m. (Prevailing Eastern Time)

MORRISON & FOERSTER LLP

250 West 55th Street
New York, New York 10019
Telephone: (212) 468-8000
Facsimile: (212) 468-7900
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
EIGHTY-FIFTH OMNIBUS OBJECTION TO CLAIMS ((I) NO LIABILITY
BORROWER CLAIMS, (II) REDUNDANT BORROWER CLAIMS
AND (III) MISCLASSIFIED BORROWER CLAIMS)**

PLEASE TAKE NOTICE that the undersigned have filed the attached *ResCap Borrower Claims Trust's Eighty-Fifth Omnibus Objection to Claims ((I) No Liability Borrower Claims, (II) Redundant Borrower Claims and (III) Misclassified 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 **May 14, 2015 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 **April 27, 2015 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: March 27, 2015
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 EIGHTY-FIFTH
OMNIBUS OBJECTION TO CLAIMS ((I) NO LIABILITY BORROWER CLAIMS,
(II) REDUNDANT BORROWER CLAIMS, AND (III) MISCLASSIFIED BORROWER
CLAIMS)**

Upon the eighty-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 with regard to 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 and the Redundant Borrower Claims and reclassifying the Misclassified Borrower Claims as general unsecured claims on the Claims Register, 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

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

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 David Cunningham in Support of the ResCap Borrower Claims Trust's Eighty-Fifth Omnibus Objection to Claims ((I) No Liability Borrower Claims, (II) Redundant Borrower Claims, and (III) Misclassified Borrower Claims)* annexed thereto as Exhibit 2, and the *Declaration of Norman S. Rosenbaum in Support of the ResCap Borrower Claims Trust's Eighty-Fifth Omnibus Objection to Claims ((I) No Liability Borrower Claims, (II) Redundant Borrower Claims, and (III) Misclassified 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, pursuant to section 502(b) of the Bankruptcy Code, the claims listed on Exhibit B annexed hereto under the column "Claims to be Disallowed and Expunged" (collectively, the "Redundant Borrower Claims") are disallowed and expunged with prejudice; and it is further

ORDERED that, pursuant to section 502(b) of the Bankruptcy Code, the claims listed on Exhibit C (collectively, the “Misclassified Borrower Claims”) are hereby reclassified as general unsecured claims; 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 and the Redundant Borrower Claims identified on the schedule attached as Exhibit A and Exhibit B hereto so that such claims are no longer maintained on the Claims Register; and it is further

ORDERED that Kurtzman Carson Consultants LLC, the Debtors’ claims and noticing agent, is directed to reclassify the Misclassified Borrower Claims as set forth on the schedule attached as Exhibit C 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, Exhibit B, or Exhibit C 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, Exhibit B, or Exhibit C 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, Redundant Borrower Claim identified on Exhibit B, and Misclassified Borrower Claim identified on Exhibit C annexed hereto, as if each such 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: _____, 2015
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)

EXHIBIT A

EIGHTY-FIFTH OMNIBUS OBJECTION – NO LIABILITY (BORROWER CLAIMS)

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
2523	Mattie L. Calhoun PO Box 9001719 Louisville, KY 40290-1719 \$85,184.56 Secured GMAC Mortgage, LLC	Loan Modification issues , Origination Issues, General Servicing Issues	<p>EquiFirst Corporation originated the loan on June 28, 2005. Debtor Residential Funding purchased the loan from EquiFirst Corporation and transferred its interest when the loan was securitized on or about August 1, 2005 where US Bank National Association was appointed as trustee. Debtor HomeComings Financial serviced the loan from August 12, 2005 until servicing transferred to GMAC Mortgage, LLC on or about July 1, 2009. GMAC Mortgage, LLC serviced the loan until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. At the time servicing transferred to Ocwen, Claimant's account was owing for March 1, 2013.</p> <p>Claimant did not assert a basis for claim in box 2 of the proof of claim form or in the attachments to the proof of claim. On May 20, 2013, Debtors mailed to Claimant a letter requesting additional information and documentation in support of the claim. Claimant responded by letter ("Response Letter") on June 4, 2013 and alleges i) Debtor did not make Claimant aware of the mortgage transferring to a new company "until the last minute", ii) the mortgage payment increased to \$1,031 even though they were told the payment would not change after the modification, and iii) the Claimant "was sold a bag of goods" at origination, and the appraisal at origination was deficient.</p> <p>Debtor has no liability for Claimant's assertion that Debtor did not properly</p>	

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>inform Claimant of loan being transferred to new company because Debtor provided adequate notice to Claimant, and Claimant acknowledged the transfer prior to the actual transfer. Debtors' records show Debtor mailed a letter to Claimant on February 7, 2013 informing him that Ocwen Loan Servicing would be their new servicer as of February 15, 2013. Claimant spoke with Debtor via phone on February 14, 2013 acknowledging that they received the letter regarding the servicing transfer to Ocwen. On the call, Debtor informed Claimant that the servicing transfer to Ocwen was occurring in connection with the Debtors' bankruptcy and the sale of certain of Debtors' assets to Ocwen.</p> <p>Debtor has no liability for Claimant's assertion that the mortgage payment improperly increased after the HAMP modification was completed in June 2010 because every increase to Claimant's required monthly payment was proper and in accordance with the terms of the modification, note and mortgage. Each increase in the Claimant's required monthly payment occurred because the Claimant's property taxes or property insurance obligations increased, thereby increasing the required escrow portion of the Claimant's monthly mortgage payment. In section 4C of the modification, it states that the escrow amounts could change. Debtor also confirmed that the required monthly principal and interest payments never changed after consummation of the modification. Debtors' records show the mortgage payment decreased to \$608.04 when the HAMP permanent modification was completed. This reduced the principal and interest portion of the payment to \$303.93 and the escrow portion of the payment to \$304.11 (from \$599.78 and 206.25, for P&I and escrows, respectively). Debtor confirmed that the payment at issue of \$1,031.43</p>	

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>referenced in Claimant's Response Letter is comprised of \$303.93 in principal and interest, and \$727.50 in escrows for taxes and insurance.</p> <p>Debtor has no liability for Claimant's assertion involving the origination of Claimant's loan or the appraisal used at origination because no Debtor was involved in the origination of the loan. Claimant's loan was originated by EquiFirst Corporation.</p>	
4701	<p>Gale Gibbs</p> <p>C/O Post Office Box 6741 Arlington, TX 76005-6741</p> <p>\$83,352.55 General Unsecured</p> <p>GMAC Mortgage, LLC</p>	General No Liability	<p>Homecomings Financial Network, Inc. originated the loan on August 16, 2006. Debtor Residential Funding Company purchased the loan from Homecomings and transferred its interest when the loan was securitized on or about September 28, 2006 where Deutsche Bank Trust Company Americas was appointed as trustee. Debtor Homecomings Financial serviced the loan from August 16, 2006 until servicing transferred to GMAC Mortgage, LLC on or about (July 1, 2009). GMAC Mortgage LLC serviced the loan until servicing transferred to Ocwen Loan Servicing, LLC on Feb 16th, 2013.</p> <p>Claimant asserts "fraud in the factum and uncompensated conversion of promissory note" as basis for claim in box 2 of the proof of claim form. Claimant asserts a claim of \$83,352.55, which Claimant states is comprised of \$50,000 for the note, \$2,000 for a "downpayment", \$29,000 for "estimated interest", and \$2,352.55 for "current escrow". Claimant also states on the face of the proof of claim "if my limited comprehension of derivative financial instruments is inaccurate, and this claim is in error, the judge may void this claim." Claimant provides no other documentation or explanation supporting the basis for claim. On June 21, 2013, Debtors mailed to Claimant a letter requesting additional</p>	

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>information and documentation in support of the claim. Claimant responded on July 29, 2013 by letter stating "every loan contract since about 1986 is a fraud in the factum deceptive trade practice" and that Claimant is generally victim of Debtors fraud and deceptive trade practices. Claimant further asserts that they "deserve 90 per cent (sic) of the profit gain from the sale of call of the derivatives for why my (mortgage) is a part of the trust that was securitized and sold".</p> <p>Claimant makes conclusory allegations and proffers no evidence whatsoever showing how the Debtors purportedly harmed Claimant in any way, or that Debtors owe Claimant money. Debtor reviewed its books and records and found no evidence of money owed to Claimant or wrongdoing on the part of any Debtor. At the time Claimant's loan was transferred to Ocwen on February 16, 2013, Claimant's account was current.</p>	
2459	<p>RICHARD F INGRAM AND JR Kent Constructions CO 6521 S Woodlawn Ave Chicago IL 60637</p> <p>\$82,582.00 General Unsecured</p> <p>GMAC Mortgage, LLC</p>	<p>Origination Issues, General No Liability</p>	<p>St. Francis Mortgage Company originated the loan secured by property at 6521 S. Woodlawn Avenue, Chicago, IL on October 29, 2003. Debtor Residential Funding Company purchased the loan from St. Francis Mortgage Company and transferred its interest when the loan was securitized on or about January 1, 2004 where JP Morgan Chase Bank N.A. was appointed as trustee. Debtor Homecomings Financial serviced the loan from January 13, 2004 until servicing transferred to GMAC Mortgage, LLC on or about July 1, 2009. GMAC Mortgage LLC serviced the loan until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. At the time servicing transferred to Ocwen, Claimant's account was owing for March 1, 2013 payment.</p> <p>Claimant asserts "mortgage note" as basis for claim in box 2 of the proof of claim</p>	

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>form. In an attachment to the proof of claim, Claimant states "the mortgage and mortgage note copies were never received at the closing. Because this loan has been transferred multiple times, my previous attempts to secure the above documents was unsuccessful." Claimant provides no additional basis for claim or explanation of damages asserted of \$82,582. On June 21, 2013, Debtors mailed to Claimant a letter requesting additional information and documentation in support of the claim; however, Claimant did not respond. On December 6, 2013, Claimant spoke to Brian Powers of Silverman Acampora, Special Counsel to the Official Committee of Unsecured Creditors of Residential Capital, LLC (prior to confirmation of the Debtors' Chapter 11 Plan), and stated that Claimant agreed to withdraw the claim after confirming that his loan was funded by a non-Debtor; however, Claimant failed to return the withdrawal form.</p> <p>Debtors have no liability for Claimant's assertion that Debtor did not provide Claimant with copies of the mortgage and note at closing because no Debtor was involved with the origination of Claimant's loan. Furthermore, Claimant has failed to demonstrate how he was damaged by this assertion.</p>	
2417	<p>RICHARD F INGRAM</p> <p>4747 S Woodlawn Chicago, IL 60615</p> <p>\$73,847</p> <p>General Unsecured</p>	General No Liability, Origination Issues	<p>St. Francis Mortgage Company originated the loan secured by property at 6533-35 S. Carpenter Avenue, Chicago, IL on October 29, 2003. Debtor Residential Funding Company purchased the loan from St. Francis Mortgage Company and transferred its interest when the loan was securitized on or about January 1, 2004 where JP Morgan Chase Bank N.A. was appointed as trustee. Debtor Homecomings Financial serviced the loan from January 13, 2004 until servicing transferred to GMAC Mortgage, LLC on or about (July 1, 2009). GMAC</p>	

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
	GMAC Mortgage, LLC		<p>Mortgage LLC serviced the loan until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. At the time servicing transferred to Ocwen, Claimant's account was owing for March 1, 2013 payment.</p> <p>Claimant asserts "mortgage note" as basis for claim in box 2 of the proof of claim form. In an attachment to the proof of claim, Claimant states "the mortgage and mortgage note copies were never received at the closing. Because this loan has been transferred multiple times, my previous attempts to secure the above documents was unsuccessful." Claimant provides no additional basis for claim or explanation of damages asserted of \$73,847. On June 21, 2013, Debtors mailed to Claimant a letter requesting additional information and documentation in support of the claim. On July 29, 2013, Claimant responded by letter; however, the letter was blank and did not include any additional documents or explanation for the basis of claim.</p> <p>Debtors have no liability for the assertion that Debtors did not provide copies of loan documents at closing because Debtors were not involved in the closing of Claimant's loan. The loan was originated by St. Francis Mortgage, a non-Debtor. Furthermore, Debtors have no liability because Claimant offers no evidence showing how the Debtors' actions harmed Claimant in any way, or that Debtors owe Claimant any money. Debtor reviewed its books and records and found no evidence of money owed to Claimant or wrongdoing on the part of Debtor as servicer of Claimant's account.</p>	
4923	David F. Howard	Interest Rate and	First-Citizens Bank & Trust Company originated the loan on February 19, 1998. Debtor GMAC Mortgage, LLC purchased the loan from First-Citizens Bank & Trust	

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
	5382 Murphy Rd Pink Hill, NC 28572 \$78,852.54 General Unsecured GMAC Mortgage, LLC	Fees Collected	<p>Company and then transferred its interest to Fannie Mae. Debtor GMAC Mortgage LLC serviced the loan from September 1, 2000 until servicing transferred to GreenTree Servicing, LLC on February 1, 2013. At the time servicing transferred to Ocwen, Claimant's account was owing for February 1, 2013 payment.</p> <p>Claimant asserts "Had to pay GMAC lawyers - their responsibilitie (sic)" as basis for claim in box 2 of the proof of claim form. In an attachment to the proof of claim, Claimant states he is entitled to reimbursement of unlawful foreclosure charges by Debtors' foreclosure attorneys, Shapiro and Ingle Law Firm. On June 21, 2013, Debtors sent a letter to Claimant requesting additional information and documentation is support of the claim. On July 23, 2013, Claimant responded by letter stating that they paid Shapiro and Ingle \$6,809.90 to cover certain past due payments, which included \$3,852.54 in improper fees. Claimant attaches a copy of the \$6,089.90 check dated December 29, 2009. No other documents were included.</p> <p>Debtor confirmed that all ofhte fees included in the \$6,809.90 payment required by Debtor were properly charged to Claimant's account. The mortgage deed signed by the claimant states that the claimant is responsible for any fees associated with the loan. Specifically, paragraph 7 of the mortgage deed states "If the borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the property...Any amounts dispursed by Lender under paragraph 7 shall become additional debt of borrower." Each charge to</p>	

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			Claimant's account, including the foreclosure-related fees, arose because Claimant was past due on his account. Debtors' records show that Claimant failed to resolve the delinquency after a breach of contract letter was sent to the claimant on August 19, 2009. Accordingly, the loan was referred to foreclosure on October 2, 2009. At the time of the referral, the loan was due for July 1, 2009. Debtors' records confirm the Claimant reinstated the account by wiring \$6,089.90 on January 5, 2010, which covered all amounts owing and credits on the account, including the payments due from July 1, 2009 to January 1, 2010 or \$3,798.34, \$133.76 in late fees, \$97.50 in inspection fees, \$2,108.79 in foreclosure fees, and an offset or credit of \$48.49 from funds held in suspense. Debtor confirmed that each of these amounts was calculated and charged correctly.	
2089	LORA H BROWN AND Smith Construction Company 121 Hampton Cove Michigan City, MS 38647 \$74,817.00 General Unsecured GMAC Mortgage, LLC	Loan Modification Issues	Finance America LLC originated the loan on October 12, 2005. Debtor Residential Funding Company purchased the loan from Finance America LLC and transferred its interest when the loan was securitized on or about December 1, 2005 where US Bank, NA was appointed as trustee. Debtor HomeComings Financial serviced the loan from December 19, 2005 until servicing transferred to GMAC Mortgage, LLC on or about July 1, 2009. GMAC Mortgage, LLC serviced the loan until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. At the time servicing transferred to Ocwen, Claimant's account was owing for the September 1, 2012 payment. Claimant's asserts "high interest rate not being allowed a lower rate because of race." On the face of the proof of claim, Claimant also states "not given a modification". On June 21, 2013, Debtors mailed to Claimant a letter requesting	

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>additional information and documentation in support of the claim; however Claimant failed to respond.</p> <p>Debtor has no liability for any assertion by Claimant that she was improperly denied a lower interest rate on the basis of race because Claimant has not proffered any evidence in support of such an allegation. As noted herein, Debtor confirmed that in every instance that a modification was denied, Debtors acted in accordance with applicable investor and HAMP guidelines. Furthermore, Debtor confirmed that Claimant actually did receive a substantial interest rate reduction from a permanent modification implemented in 2012. Under the 2012 modification, Claimant's interest rate was reduced from 9.35% to 5% and the monthly principal and interest payment was reduced from \$637.39 to \$440.27.</p> <p>Debtors' records show a loan modification was reviewed and a traditional trial plan was approved on September 17, 2009; however, Claimant did not accept the trial plan and instead filed for bankruptcy, thereby closing out the loan modification review. Claimant submitted a new workout package to Debtor August 10, 2010. The loan modification was denied on August 23, 2010 due to Claimant having insufficient income. Claimant submitted a new workout package to Debtor on June 14, 2011. Debtors approved a traditional modification on August 31, 2011 and documents were mailed to Claimant September 2, 2011 with documents due back September 20, 2011. Debtors' records show the signed modification was not returned by September 20, 2011, resulting in the plan being cancelled. Claimant spoke with Debtor via phone on October 21, 2011 asking for update on the loan modification. Debtor advised Claimant that the loan</p>	

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			modification was approved and permanent modification documents had been mailed out in September and were due back September 20, 2011. Debtor resent modification documents on October 28, 2011 and spoke with Claimant on October 29, 2011 advising her that permanent modification documents had been remailed. Claimant spoke with Debtor via phone November 1, 2011 inquiring about the amount of the permanent modification payment as Claimant had been told payment would be \$640 and not the \$689.83 that was listed on the documents. Debtor advised that payment increased because permanent modification documents were not being received by due date in September. Debtor also advised payment includes escrow payment. Debtors' records show that Claimant executed the traditional modification documents on November 2, 2011. Debtor forwarded approved loan modification to bankruptcy court for approval which the bankruptcy court approved on January 4, 2012 and approval was received by Debtor on March 5, 2012. Claimant spoke with Debtor via phone on March 8, 2012. Debtor advised court approval for loan modification has been received and modification is in process of being finalized. The Traditional Permanent Loan Modification was updated to Claimant's account on March 21, 2012. The modification brought November 2010 through March 2012 payments current on the loan leaving account due for April 1, 2012. The permanent modification reduced Claimant's interest rate from 9.35% to 5% reduced Claimant's principal and interest payment from \$637.39 to \$440.27.	
3871	Christopher J. Murphy / Quandalyn E.	Origination Issues, General	Total Mortgage Network, LLC originated the loan on March 24, 2004. Debtor Residential Funding Company purchased the loan from Total Mortgage Network, LLC and transferred its interest when the loan was securitized on or about May 1,	

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	<p>Murphy</p> <p>12121 Patricia Avenue Port Allen, LA 70767</p> <p>\$72,143.46 General Unsecured</p> <p>Homecomings Financial, LLC</p>	no liability	<p>2004 where JP Morgan Chase Bank N.A. was appointed as trustee. Debtor Homecomings Financial serviced the loan from May 15, 2004 until servicing transferred to GMAC Mortgage, LLC on or about July 1, 2009. GMAC Mortgage LLC serviced the loan until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. At the time servicing transferred to Ocwen, Claimant's account was owing for March 1, 2013 payment.</p> <p>Claimant asserts "Predatory Lending" as basis for claim in box 2 of the proof of claim form. On May 24, 2013, Debtors sent a letter to Claimant requesting additional information and documentation in support of the claim. On June 25, 2013 Claimant responded stating "we believe we were victims of predatory lending and fraud. On 3/24/2004, we were coerced into buying a property that the seller used straw buyer to buy a HUD property 3/19/2003 and sold it to us without making any improvements on the property and profiting over \$61,000 less than a year later. We were steered to a conventional loan (had it been and FHA loan, they would have caught this) with adjustable rate which caused my family dearly. We continually ask GMAC to refund our money."</p> <p>Debtors have no liability for Claimant's assertion that they were coerced into buying their property and steered toward a conventional loan because no Debtor was involved in the origination of Claimant's loan or the sale of the property to Claimant, and Claimant has not provided any evidence to the contrary. Claimant's loan was originated by non-Debtor Total Mortgage Network, LLC on March 24, 2004.</p>	

1281	<p>Linda J Vines & Gregory J Vines</p> <p>3510 Derby Shire Circle Baltimore, MD 21244</p> <p>\$60,795.71 General Unsecured</p> <p>GMAC Mortgage, LLC</p>	<p>Origination Issues, Interest Rate and Fees Collected</p>	<p>Capital One Home Loans, LLC originated the loan on May 19, 2007. Debtor GMAC Mortgage, LLC purchased the loan from Capital One Home Loans, LLC and transferred its interest when the loan was securitized on or about October 26, 2007 where The Bank of New York Trust Company N.A. was appointed as Indenture Trustee. Debtor GMAC Mortgage LLC serviced the loan from June 28, 2007 until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. At the time servicing transferred to Ocwen, Claimant's account was owing for February 24, 2013 payment.</p> <p>Claimant asserts "2nd Mortgage with high interest payments" as basis for claim in box 2 of the proof of claim form. On June 21, 2013, Debtors sent a letter to Claimant requesting additional information and documentation in support of the claim. On July 15, 2013, Claimant responded stating only "Over 90% of our monthly loan payments are posted to interest each month since inception 5/19/07. See attached payment history. The high interest rate and interest posing (sic) practice has made this loan a financial hardship."</p> <p>Debtors have no liability for Claimant's assertion of "high interest payments" because all interest required and charged to the account is consistent with the terms of Claimant's note, which Claimant signed and shows that the interest rate is 11.99%, and the monthly payment is \$668.55. Debtors also confirmed that Claimants signed a Truth In Lending document prior to origination, which notifies the Claimant of the payment terms of the proposed note. The Debtors have no liability for the interest rate tied to Claimant's loan because no Debtor was involved in the origination of the loan. Claimant's loan was originated by non-Debtor Capital One Home Loans, LLC.</p>	
1102	<p>Karl Mayforth</p> <p>1126 Luthy Circle, N.E. Albuquerque, NM 87112</p>	<p>Origination Issues, Standing Issues, General Servicing Issues, General No</p>	<p>Homecomings Financial originated loan on October 6, 1998. Debtor Residential Funding Company purchased the loan from Homecomings and transferred its interest when the loan was securitized. The First National Bank of Chicago was appointed as securitization trustee. The loan was subsequently transferred back to Residential Funding Company, and it was then transferred to Freddie Mac on</p>	

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	<p>\$49,105.61 Admin Priority</p> <p>Homecomings Financial Real Estate Holdings, LLC</p>	Liability	<p>or about January 16, 2007. Debtor GMAC Mortgage, LLC serviced the loan from September 11, 2006 until servicing transferred to Ocwen Loan Servicing, LLC on February 15, 2013. At the time servicing transferred to Ocwen, Claimant's account was owing for March 1, 2013 with an unpaid principal balance of \$39,400.68.</p> <p>Claimant asserts "no proof exists that ties note an (sic)related papers to this value of property" as basis for claim in box 2 of the proof of claim form. Claimant asserts a claim amount of \$49,105.61 but provides no support or explanation for Claimant's calculations of damages. Claimant also attached a letter to proof of claim stating that previous paperwork provided to him suggests his loan was paid in full. On that basis, Claimant states "it is therefore my duty to request and demand all monies be returned to me since the inception of this 'so called loan'". Claimant provides no other documentation or explanation supporting the basis for claim. On June 21, 2013, Debtors mailed to Claimant a letter requesting additional information and documentation in support of the claim. Claimant responded by letter ("Response Letter") on July 22, 2013 stating that i) "The note has been blatantly and admittedly sold, converted to a stock, clearly separating the chain of title and associated papers thereby no clear interest in the ownership can be proven," and ii) "There is no money. Federal Reserve Act 1913 State of Emergency, Bankruptcy of United States 1933," and iii) "Banks or other creditors lent nothing for any loan. They only wanted a signature to access Social Security accounts and additional signatures from checks that will be securitized, monetized again and again."</p>	

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			<p>Debtors have no liability for the general lack of standing claims because Debtors' records show that Debtors had standing to service Claimant's loan on behalf of the applicable owner of the loan. Furthermore, Claimant has failed to demonstrate how he was damaged.</p> <p>Debtors have no liability for the assertion that Debtors improperly collected payments from Claimant on the basis that the loan was "paid in full" because at all times that Debtors serviced Claimant's loan, Claimant's loan was never paid in full.</p> <p>Debtors have no liability for the remaining vague and conclusory allegations, and Claimant proffers no evidence whatsoever that Debtors either harmed Claimant or owe Claimant money in connection with those claims. Debtor reviewed its books and records and found no evidence of money owed to Claimant.</p>	
4586	<p>Ryan Ramey</p> <p>P.O. Box 1000 Otisville, NY 10963</p> <p>\$47,104.81</p> <p>General Unsecured</p> <p>Residential Capital, LLC</p>	General No Liability	<p>First National Bank of Arizona originated the loan on February 26, 2004. The loan was subsequently securitized and JP Morgan Chase Bank was appointed as trustee on or about June 1, 2004. Debtor GMAC Mortgage LLC serviced the loan from June 14, 2004 until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. At the time Claimant's loan was transferred to Ocwen, Claimant's account was current.</p> <p>Claimant asserts "F.R.B.P Rules 3001 & 3002" as basis for claim in box 2 of the proof of claim form. Attached to the claim is an eleven point "declaration of Ryan R. Ramsey". Points 1 through 9 state basic information about the Claimant's loan, including the property address, the name of the originating lender, the initial</p>	

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			<p>principal balance and interest rate, unpaid principal balance as of November 1, 2012, and other basic loan information. Point #10 states "I have served notice on July 14, 2012 to Lauren M. Nashelsky and Gary S. Lee of Lorenzo Marinuzzi Morrison & Forerster LLP at 1290 Avenue of the Americas New York 10104, that in the event that their client would receive relief by a reduction from indebtedness from its creditors, then I am requesting, by proof of claim, the same reduction by percentage of my principle (sic) amount remaining due as of the date of the court ordered reduction." Point #11 states "That Federal Rules of Bankruptcy Procedure Rules 3001 and 3002 provide relief for my claim upon any reduced settlement that the debtor may receive from the court and its proceedings." Claimant also attaches a copy of the note and a payment history.</p> <p>Debtors have no liability as Claimant fails to proffer any evidence demonstrating how the Debtors harmed Claimant, that Debtors owe Claimant money, or that Claimant is entitled to any relief in connection with "Federal Rules of Bankruptcy Procedure Rules 3001 and 3002." Debtor reviewed its books and records and found no evidence of money owing to Claimant or wrongdoing on the part of Debtor as servicer of Claimant's account.</p>	
3806	<p>Esteban Losoya and Maria Monerva Losoya</p> <p>1321 Brazos St. Rosenberg, TX 77471</p>	General No Liability, Loan Modification issues	<p>GreenPoint Mortgage Funding Inc. originated the loan on July 6, 2001. Debtor GMAC Mortgage, LLC purchased the loan from GreenPoint Mortgage Funding Inc. and transferred its interest to Freddie Mac. Debtor GMAC Mortgage serviced the loan from December 17, 2001 until servicing transferred to Ocwen Loan Servicing on February 16, 2013. At the time servicing transferred to Ocwen, Claimant's account was owing for March 1, 2013 payment.</p>	

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	\$46,000 General Unsecured GMAC Mortgage, LLC		<p>Claimant asserts "payment due on notes to GMAC Mortgage 3457 Hammond Ave, Waterloo, Iowa" as basis for claim in box two of the proof of claim form. Claimant also states on the face of the proof of claim form "asking for lower A.I.R like 2.0 APR." Claimant provides no additional explanation for the claim or the claim amount of \$46,000. On May 24, 2013, Debtors mailed to Claimant a letter requesting additional information and documentation in support of the claim. Claimant responded by letter (Response Letter) on June 19, 2013 and states "GMAC Mortgage Corporation came to the George R Brown Convention Center on February of 2012. We filed through NACA's website for a 2.0 AIP Fixed Rate. We do not have any information on the date mentioned above but have information on the enclosed documents dated May 28, 2013 only because we never received a response from the representatives of NACA and its affiliates before GMAC filed for bankruptcy." Claimant included brochure from NACA with Response Letter, but provided no other explanation for the basis of claim or calculation of damages.</p> <p>Debtor has no liability for any assertions offered by Claimant because Claimant has failed to demonstrate or proffer evidence showing why any Debtor owes Claimant money. Debtors' records do not show any information was received from NACA regarding Claimant's loan. Furthermore, Debtors do not have any liability for actions taken by NACA because NACA is a non-Debtor entity with no direct connection to any Debtor. Accordingly, Debtors are not responsible for any failure of NACA to provide assistance to Claimant.</p>	
4399	Simon Hadley	Escrow Issues,	Integrity Home Funding LLC originated the loan on February 19, 2004. Debtor	

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	<p>175 W. Falls Street Seneca Falls, NY 13148</p> <p>\$35,838.35 General Unsecured</p> <p>GMAC Mortgage, LLC</p>	Interest Rate and Fees Collected	<p>GMAC Mortgage, LLC purchased the loan from Integrity Home Funding LLC and transferred its interest when the loan was securitized on or about May 27, 2004 where Wells Fargo Bank, NA was appointed as trustee. Debtor GMAC Mortgage serviced the loan from March 29, 2004 until servicing transferred to Ocwen Loan Servicing on February 16, 2013. At the time servicing transferred to Ocwen, Claimant's account was owing for March 1, 2013 payment.</p> <p>Claimant's asserts "overcharged fees and taxes" as basis for claim in box 2 of the proof of claim form. Claimant provides no additional explanation for the basis for claim or the damages asserted of \$35,838.35. On June 21, 2013, Debtors mailed to Claimant a letter requesting additional information and documentation in support of the claim; however Claimant failed to respond.</p> <p>Debtor has no liability for any assertion involving "overcharged fees and taxes" because Claimant has not proffered any evidence to support this allegation. Furthermore, Debtors' records show that in every instance Debtors charged fees or required funds for escrows on Claimant's account, Debtors acted correctly and in accordance with the terms of the mortgage – specifically those provisions in the mortgage cited in section 4 ("Borrower's Obligation to Pay Charges, Assessments and Claims") and section 9 ("Lender's Right to Protect Its Rights in The Property"). Section 4 states "I (borrower) will pay all taxes, assessments... that may be imposed on the Property and that may be superior to this Security Instrument". Section 9 of the mortgage deed signed by Claimant titled "Lender's Right to Protect its Rights in the Property" states "if I (borrower) do not keep my promises and agreements made in this Security Instrument...then Lender may do</p>	

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			and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and Lender's rights under this Security instrument... I will pay to Lender any amounts, with interest, which Lender spends under this Section 9."	
4564	<p>BRETT MASSIE AND BROWN OHAVER</p> <p>1277 N LAYMAN ST Gilbert, AZ 85233</p> <p>\$29,231.59 General Unsecured</p> <p>GMAC Mortgage, LLC</p>	Escrow Issues, Paid and Satisfied	<p>Homecomings Financial Network, Inc. originated the loan on June 25, 2005. Debtor Residential Funding Company purchased the loan from Homecomings and transferred its interest when the loan was securitized on or about August 30, 2005 where US Bank N.A. was appointed as trustee. Debtor Homecomings Financial serviced the loan from June 25, 2005 until servicing transferred to GMAC Mortgage, LLC on or about July 1, 2009. GMAC Mortgage LLC serviced the loan until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. At the time servicing transferred to Ocwen, Claimant's account was owing for March 1, 2013 payment.</p> <p>Claimant asserts "Insurance Settlement" as basis for claim in box 2 of the proof of claim form. Attached to the claim is a letter dated June 23, 2010 from GMAC Mortgage, LLC to Claimant. The letter references a remaining undistributed balance of insurance proceeds totaling \$29,231.59, which is also the asserted amount of the claim.</p> <p>Debtor has no liability because Claimant's insurance claim was paid in full to Claimant, and Debtor acted in accordance with Debtors' internal policies and procedures. Debtors' records show i) the date of the loss occurred on March 22, 2010; ii) Debtor received the insurance check from the insurance carrier in the amount of \$48,946.36; iii) the first draw of the proceeds was sent to Claimant on June 23, 2010 in the amount of \$19,714.77; iv) a second draw was sent to</p>	

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			Claimant on July 23, 2010 in the amount of \$19,714.74 as it was determined that the repairs were 65% complete; and v) the final draw was sent to Claimant on August 6, 2010 in the amount of \$9,516.81.	
3447	Ronald & Gail Matheson 22424 Poplar Ct Murrieta CA, 92562 \$20,846.29 General Unsecured Residential Capital, LLC	Escrow Issues	<p>GMAC Mortgage Corporation originated the loan on December 5, 2003 and transferred its interest when the loan was securitized on or about March 30, 2004 where Wilmington Trust Company was appointed as trustee. Debtor GMAC Mortgage serviced the loan from December 5, 2003 until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. At the time servicing transferred to Ocwen, Claimant's account was owing for March 20, 2013 payment.</p> <p>Claimant asserts "insurance money being held for repairs on real property sent to GMAC Mortgage by State Farm Insurance on our behalf" a basis for claim in box 2 of the proof of claim form. Claimant attaches a letter dated July 9, 2012 from Debtor regarding the process for obtaining a draw from their insurance claim.</p> <p>Debtor has no liability for any assertion by Claimant regarding insurance money being held for repairs on property because in every instance Debtors handled Claimant's insurance claim appropriately and in accordance with Debtors' standard policies and procedures. Specifically, Debtors withheld certain insurance proceeds because Claimant failed to prove that 40% of the repairs had been completed, a condition required in order to receive insurance funds held by Debtor. Furthermore, the funds at issue were transferred to the new servicer, Ocwen, when Claimant's loan was servicing transferred on February 16, 2013, so any claim for insurance proceeds should be addressed with Ocwen.</p>	

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			Debtors' records show Claimant's property sustained damage from hail on August 6, 2009. Debtor received insurance proceeds in amount of \$13,871.40 on September 23, 2009 from the insurance carrier, and this sum was released to Claimant to allow commencement of repairs. Debtor received additional insurance proceeds from the insurance carrier in the amount of \$20,846.29 on October 22, 2009 and placed the funds in escrow. In accordance with Debtors' standard policies and procedures, the funds were held until inspection results showed 40% of repairs were completed. Debtor spoke with Claimant via phone January 12, 2010 and advised Claimant an inspection was ordered January 11, 2010. Claimant stated not ready for inspection on property as no work has been done. Debtor advised Claimant to contact them once property is ready and repairs are 40% complete. Debtor attempted to follow up with Claimant via phone on May 11, 2010, June 14, 2010, and July 12, 2010, but Claimant either did not answer or call back. Debtor spoke with Claimant via phone on September 24, 2010, and Claimant stated work has not begun on the property. Debtor continued to contact Claimant via phone and sent out letters for follow up regarding property repairs on December 29, 2010; January 5, 2011; April 6, 2011; May 4, 2011; June 3, 2011; July 1, 2011; August 23, 2011; September 19, 2011; October 17, 2011; November 9, 2011; December 6, 2011; January 4, 2012; February 24, 2012; April 18, 2012; May 16, 2012; June 12, 2012; July 9, 2012; August 7, 2012; August 31, 2012; September 26, 2012; October 23, 2012; November 30, 2012; December 26, 2012; January 18, 2013; and February 12, 2013; with no answer from Claimant or returned call. Debtor did not receive notification of 40% completion of repairs prior to service release to Ocwen on February 16, 2013. Accordingly, the insurance funds at issue were transferred to	

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			Ocwen upon the servicing transfer of Claimant's loan.	
2882	Sherry S Tyson 123 Shady Glen Lane Albany, GA 31721 \$19,000 Priority Residential Capital, LLC	General No Liability	<p>Debtor had no involvement in the loan at issue in Claimant's proof of claim. Debtor was only involved with a subsequent loan made to Claimant, which was originated by Mortgage Investors Corporation on October 12, 2010. Debtor GMAC Mortgage serviced the loan from October 22, 2010 until servicing transferred to Green Planet Servicing on October 2, 2012. At the time servicing transferred to Green Planet Servicing, Claimant's account was owing for October 1, 2012 payment.</p> <p>Claimant asserts "appraisal, attorneys, miscellaneous" as basis for claim in box 2 of the proof of claim form. Claimant attaches a breakdown of damages totaling \$19,577.15 comprised of "payments" of \$12,370.16, "accrued late charges" of \$43.36, "Misc. Corp. Advance" \$5,204.87, "Other Fees" of \$400, and "Attorney Fees and Costs" of \$1,558.76. Claimant provides no other explanation of the basis for claim. On September 19, 2013, Debtors mailed to Claimant a letter requesting additional information and documentation in support of the claim. Claimant responded by letter on September 27, 2013 and alleges Claimant did not understand the various charges comprising the \$19,577.15 that she paid on January 28, 2009 to bring the account current. She also states that she paid the amount to "Wells Fargo mortgage company."</p> <p>Debtors have no liability for any assertion by Claimant regarding monies paid to Wells Fargo on January 28, 2009 because Debtors had no involvement in Claimant's loan or the transaction at issue. Debtors' records show Debtor did not begin servicing a loan for Claimant until October 22, 2010, which was originated</p>	

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			by Mortgage Investors Corporation on October 12, 2010. Additionally, Claimant has not proffered any evidence in support of Claimant's allegations, or that Debtor had any involvement with the Wells Fargo loan.	
4966	Phenon Walker Edgewater Trust 13880 Edgewater Drive Lakewood, OH 44107 \$18,950.20 General Unsecured GMAC Mortgage, LLC	Escrow Issues	<p>First National Bank of Arizona originated the loan on April 28, 2003. Debtor Residential Funding Company purchased the loan from First National Bank of Arizona and transferred its interest when the loan was securitized on or about June 1, 2003 where JP Morgan Chase N.A. was appointed as trustee. Debtor HomeComings Financial serviced the loan from June 13, 2003 until servicing transferred to GMAC Mortgage, LLC on or about July 1, 2009. GMAC Mortgage, LLC serviced the loan until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. At the time servicing transferred to Ocwen, Claimant's account was owing for July 1, 2004 payment.</p> <p>Claimant asserts "insurance reimbursement claim funds" as basis for claim in box 2 of the proof of claim form. Claimant attaches an insurance document showing a damage evaluation prepared by Meritplan Insurance Company. On June 21, 2013, Debtors mailed to Claimant a letter requesting additional information and documentation in support of the claim; however, Claimant failed to respond.</p> <p>Debtors' records show Claimant's property sustained wind damage on August 25, 2011 with a total estimated damage amount of \$6,286.54. Debtors received payment from the insurance carrier in the amount of \$3,185.93 on September 7, 2012 and placed the funds in escrow. Claimant's property suffered vandalism on October 4, 2011 with total damage estimated at \$3,065.25. Debtors received an insurance payment from the carrier of \$1,333.10 on September 14, 2012 and</p>	

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			<p>placed the funds in escrow. Claimant's property suffered plumbing backup on August 9, 2012 with total damage estimate of \$11,598.41. Debtors received a payment of \$9,884.72 on September 19, 2012 and placed the funds in escrow. Debtors attempted to contact Claimant by phone on October 16, 18, 19, 26, 29, and 30, 2012; November 26, 27, and 29, 2012; December 31, 2012; January 3, 18, and 30, 2013; to inquire about Claimant's status to obtain a contract for repairs. In each instance, Claimant did not answer or return Debtor's call. As a result, the property insurance funds were not sent to Claimant. When the loan was transferred to Ocwen on February 16, 2013 the insurance funds in the escrow account in the amount of \$14,403.75 were transferred to Ocwen.</p> <p>Debtor has no liability for any assertion by Claimant involving "insurance reimbursement" because Claimant neither proffered any evidence in support of the Debtors' alleged wrongdoing nor amounts owing to Claimant by Debtors. Furthermore, Debtors' records show that Debtor handled Claimant's insurance claim appropriately in every instance. Specifically, per Debtors' standard policies and procedures, Claimant is required to submit a contract for repairs from the general contractor and obtain an inspection prior to the release of any insurance proceeds to Claimant. Claimant failed to provide the aforementioned items to Debtor despite Debtors' repeated attempts to obtain them.</p>	
3612	DEBORAH GIDLOW HYATT 23948 BENNINGTON	Interest Rate and Fees Collected, Paid and Satisfied	Pinnacle Financial Corporation originated loan on August 5, 2005. Non-Debtor Impac Funding Corporation purchased the loan from Pinnacle Financial Corporation. Debtor GMAC Mortgage, LLC purchased the loan from Impac Funding and transferred its interest when the loan was securitized on or about	

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	<p>DRIVE Valencia, CA 91354</p> <p>\$18,606.29 General Unsecured</p> <p>GMAC Mortgage, LLC</p>		<p>September 29, 2005 where Deutsche Bank Trust Company was appointed as trustee. Debtor GMAC Mortgage serviced the loan from December 7, 2005 until servicing transferred to Ocwen Loan Servicing on February 16, 2013. At the time servicing transferred to Ocwen Loan Servicing, Claimant's account was owing for January 1, 2013 payment.</p> <p>Claimant states "Debtor failed to adhere to the terms of the loan starting March 1, 2009 and thereafter, without authorization, the Debtor fixed the interest rate at 5.5% instead of adjusting to the Adjustable Rate Note (LIBOR Six-Month Index)" as basis for claim in the proof of claim. Claimant attaches a schedule detailing the calculation of asserted damages totaling \$18,606.29.</p> <p>Debtor has no liability because the Claim is paid and satisfied. Debtor compensated Claimant on November 28, 2012 (twenty days after Claimant filed the proof of claim) with a refund check of \$19,356.73, which addressed all damages and issues alleged in Claimant's proof of claim.</p> <p>Debtors' servicing records show Debtor mailed correspondence to Claimant on December 12, 2008, notifying Claimant that Debtor was freezing Claimant's interest rate at 5.5% for five years effective January 1, 2009. This reduced the interest rate by 1.125% as the interest rate at time of correspondence was 6.625%. This interest rate adjustment was requested by the investor of the loan, not by Claimant. Had the terms of the Mortgage Note and Deed been kept in effect, at each subsequent change date then the lower interest rates would have been favorable to Claimant. Claimant discovered the difference in rates and by letter on September 18, 2012 requested GMAC to refund the excess interest.</p>	

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			<p>GMAC responded on September 25, 2012 by providing a copy of the modification letter and explaining why the interest rate was frozen. Borrower then sent a second letter to GMAC on November 15, 2012 with the same request. Debtor reviewed the file on November 28, 2012 and recalculated the interest amounts, and a representative of GMAC spoke to Claimant by telephone and was able to resolve the issue by agreeing to reverse the frozen interest rate off the account, lower the interest rate to 4.25%, and refund \$19,356.73 in overpaid interest. Debtor sent a letter to Claimant on November 28, 2012 providing written proof of the reversal of the interest rate freeze, and enclosing the calculations and a refund check in the amount of \$19,356.73. Debtor confirmed the \$19,356.73 check with check #12556070 was cashed within 90 days of issuing the check. See Cleared Check Report, attached at the Objection as <u>Exhibit A-1</u>.</p>	
5576	<p>Herchella Baynes</p> <p>7901 S. Aragon Blvd. #5 Sunrise, FL 33322</p> <p>\$12,700 General Unsecured</p> <p>GMAC Mortgage, LLC</p>	<p>General Servicing Issues, General</p> <p>No Liability</p>	<p>Aames Funding Corporation (DBA Aames Home Loan) originated the second lien loan on May 2, 2006. The loan was subsequently securitized on or about October 30, 2006 where Citibank, NA was appointed as trustee. Debtor GMAC Mortgage, LLC serviced the loan from September 19, 2006 until May 8, 2012 when Claimant's account was settled and written off. At the time Claimant's account was settled, Claimant's account was owing for January 1, 2009 payment.</p> <p>Claimant did not assert a basis for claim in box 2 of the proof of claim form or in the attachments to the proof of claim. On May 20, 2013, Debtors mailed to Claimant a letter requesting additional information and documentation in support of the claim. Claimant responded by letter on June 12, 2013 stating "I believe I am entitled to relief from GMAC. They sent me a letter for settlement of</p>	

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>approximately \$9,000 but after finding out my home was pre-foreclosure, they would not work with me and made me pay 12,700 consequently my home was written off. I was not aware of this at the time. I had to borrow almost the total amount from family members causing great pain and anguish of fear of losing my home, my primary residence."</p> <p>Debtor has no liability for any assertion by Claimant that she was originally offered a settlement of \$9000 that Debtor did not honor. Debtors' books and records do not reflect such an offer and Claimant has proffered no evidence of the same. On the contrary, Debtors' records show Claimant and Debtor agreed to settle Claimant's loan for a payment from Claimant of \$12,700, a significant discount over the balance owing at the time.</p> <p>Debtors' records show Claimant sent Debtor an offer by letter on April 13, 2012 to settle Claimant's loan for a payment of \$10,000. Debtor declined Claimant's settlement offer on April 18, 2012 and countered Claimant's offer at \$14,659.70, which was only 22% of the unpaid principal balance due for the loan. Claimant responded to Debtors' counter offer on April 23, 2012 asking Debtor to reconsider Claimant's original offer of \$10,000 stating she is unable to come up with the additional money. Claimant spoke with Debtor via phone on April 27, 2012 stating cannot pay \$14,000 to settle loan but will put in writing counter offer for \$12,000. Debtor received updated counter offer from Claimant on April 30, 2012 offering to pay \$12,000 to settle the outstanding balance on the loan. Debtor sent a letter to Claimant on May 7, 2012 offering to settle loan for \$12,700 stating funds were needed by May 24, 2012 and the remaining funds due</p>	

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			on the loan would be forgiven. Debtors received \$12,700 from Claimant on May 8, 2012 and Debtor mailed letter to Claimant on May 9, 2012 confirming the balance on the account is \$0.00.	
2041	<p>Hayward Goodson Jr. c/o Syvillie L. Goodson</p> <p>3521 Tara Dr. Florence, SC 29505</p> <p>\$12,500.00 General Unsecured</p> <p>GMAC Mortgage, LLC</p>	Origination Issues, General Servicing Issues	<p>Gateway Funding Diversified Mortgage Services LP originated the second lien loan on November 9, 2004. Debtor GMAC Mortgage, LLC purchased the loan from Gateway Funding Diversified Mortgage Services LP and transferred its interest when the loan was securitized on or about December 25, 2004 where Wells Fargo Bank, National Association was appointed as trustee. Debtor HomeComings Financial serviced the loan from October 3, 2003 until servicing transferred to GMAC Mortgage, LLC on or about July 1, 2009. GMAC Mortgage, LLC serviced the loan until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. At the time servicing transferred to Ocwen, Claimant's account was owing for February 20, 2013 payment.</p> <p>Claimant asserts "mortgage note" as basis for claim in box 2 of the proof of claim form. Claimant does not provide additional explanation for basis for claim. On May 20, 2013, Debtors mailed to Claimant a letter requesting additional information and documentation in support of the claim. Claimant responded by letter on June 17, 2013 and alleges he was led to believe the 2nd lien loan was a fixed-rate when it is actually a variable rate loan, and that Debtors' letter to Claimant dated November 9, 2011 offering to settle Claimant's account for a payment of \$18,000.00 is an admission of wrongdoing.</p> <p>Debtor has no liability for any assertion by Claimant that the loan should be a fixed rate and not an adjustable rate mortgage because the note that Claimant</p>	

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>signed is a variable interest rate loan. The section “Initial Rate with Discount or Premium” on page 1 of the note clearly explains the interest rate terms, which include a fixed rate based on an annual rate of 7.000% or daily rate of .01918%for the first three months, and a variable interest rate after February 15, 2005. Additionally, the loan application signed by Claimant states that the loan would be a variable interest rate loan. Moreover, Debtors have no liability because no Debtor was involved in the origination of Claimant's loan. Claimant's loan was originated by Gateway Funding Diversified Mortgage Services LP.</p> <p>Debtor has no liability for any assertion arising from Debtors’ offer to accept \$18,000.00 to settle the loan because the offer is not an admission of wrongdoing, and Debtor found no evidence supporting the notion that the offer related to Claimant’s interest rate on their note or any dispute involving the interest rate on their note.</p>	
3911	<p>Matthew Kirlewski</p> <p>2815 N Hartung Milwaukee, WI 53210</p> <p>\$9,037.15 Secured</p> <p>Residential Capital, LLC</p>	Escrow Issues	<p>Homecomings Financial originated the loan on October 3, 2003. Debtor GMAC Mortgage, LLC purchased the loan from Homecomings. Debtor HomeComings Financial serviced the loan from October 3, 2003 until servicing transferred to GMAC Mortgage, LLC on or about July 1, 2009. GMAC Mortgage, LLC serviced the loan until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. At the time servicing transferred to Ocwen, Claimant’s account was owing for August 1, 2009.</p> <p>Claimant asserts “escrow account for real estate” as basis for claim in box 2 of the proof of claim form. Claimant attaches an escrow analysis statement from June 15, 2012 reflecting a projected surplus of \$9,037.15, which equals the amount</p>	

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>asserted in the proof of claim. On June 21, 2013, Debtors mailed to Claimant a letter requesting additional information and documentation in support of the claim. Claimant responded by letter on July 24, 2013 and alleges funds are due to Claimant as funds in escrow account were held by bank pursuant to mortgage agreement.</p> <p>Debtor has no liability for any assertion by Claimant that a surplus of money is owed to Claimant because no surplus was ever owing to Claimant. The escrow surplus of \$9,037.15, as shown in the escrow analysis, is a <u>projected</u> amount -- not an actual amount -- which was calculated based on the assumption that Claimant makes all payments owing on the note. Debtors' records show the account was significantly past due and owed for August 1, 2009 through June 1, 2012 payments as of the date the escrow analysis that was run on June 15, 2012. The second page of the escrow analysis statement, which is attached hereto as <u>Exhibit A-2</u>, shows the escrow balance as of June 15, 2012 was \$317.96. The projected surplus was predicated on Debtor receiving the August 2009 and September 2009 payments of \$264.06 each, as well as the additional delinquent payments totaling \$10,997.54, for a total of \$11,525.66. In sum, the escrow analysis shows that if Claimant had paid \$11,525.66 by August 1, 2012, then Claimant's account would have an escrow surplus of \$9,037.15. However, Debtors' records show Claimant never made those payments, so there was no surplus owing to Claimant.</p>	
1980	Nestor Fantone & Bernadette Fantone	General No Liability, Loan	GMAC Mortgage Corporation originated the loan on January 30, 2006 and transferred its interest when the loan was securitized on or about March 1, 2006	

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
	1870 San Benito Way Coalinga, CA 93210 Unliquidated GMAC Mortgage, LLC	Modification Issue	<p>where JP Morgan Chase Bank, NA was appointed as trustee. GMAC Mortgage, LLC serviced the loan from origination until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. At the time servicing transferred to Ocwen, Claimant's account was owing for March 1, 2013 payment.</p> <p>In Claimant's proof of claim, Claimant states "We...request...a permanent 30-year fixed payment including principal and interest of our loan with current monthly payment plan.. Our primary concern is the modification which is granted does not show any principal payment and we would like to keep our home and pay it off in 30 years." Claimant attaches two monthly mortgage account statements, but provides no additional explanation for the basis for claim. Claimant does not assert an amount for their claim. On June 21, 2013, Debtors mailed to Claimant a letter requesting additional information and documentation in support of the claim. Claimant responded by letter on July 22, 2013 stating would like court to grant request to have a 30 year fixed monthly payment of \$613.38 as Claimants are concerned that the current term of the loan will adjust and may not be affordable. Claimants attached monthly account statement, paystub and medical information in their response.</p> <p>Debtor has no liability because Claimant fails to state a valid basis of claim that gives to rise to an obligation of any Debtor. Claimant appears to only seek new terms for their modification, which Debtor is unable to provide because no Debtor currently services Claimant's loan. Debtors' records show the Claimant's existing modification signed by Claimant requires interest only payments from September 1, 2011 through August 1, 2021, after which payments convert to</p>	

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			principal and interest payments. Debtors have no records suggesting Claimant's unwillingly or unknowingly entered into this agreement. In fact, the modification provided material benefit to Claimant by curing a delinquency on the account that was 180+ days at the time of the modification.	
4579	Christian Alape 100 Lakeview Ave Piscataway, NJ 08854-2726 \$1,000,000 General Unsecured GMAC Mortgage, LLC	General No Liability	<p>Claimant asserts "loss of home due to (GMAC) Residential Capital LLC negligence to secure maximum flood insurance." In an attachment to the proof of claim, Claimant states that Debtor "did not have the property covered for the mandatory \$250,000 flood policy".</p> <p>The causes of action in Claimant's proof of claim are premised on a breach of one or more agreements executed by Michael and Aida Alape as borrowers ("Borrowers") under a note and mortgage secured by property in Piscataway, New Jersey. Claimant is not party to the aforementioned note, mortgage or any related agreements, including any property insurance agreements. Accordingly, Debtor has no liability for any of the breach of contract assertions raised by Claimant because Claimant lacks contractual privity between the Borrowers and Debtors.</p> <p>Note, the assertions raised by Claimant in Claim No. 4579 are identical to the assertions raised in Claim No. 4542 and Claim No. 4567 filed by Borrowers, which remain unresolved. The Borrower Trust intends to resolve the Borrowers' claims in due course.</p>	
4544	Corinne Alape		Claimant asserts "loss of home due to (GMAC) Residential Capital LLC negligence to secure maximum flood insurance." In an attachment to the proof of claim,	

Name and Address				
Claim No(s).	Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
	100 Lakeview Ave Piscataway, NJ 08854-2726 \$1,000,000 General Unsecured GMAC Mortgage, LLC		<p>Claimant states that Debtor “did not have the property covered for the mandatory \$250,000 flood policy”.</p> <p>The causes of action in Claimant’s proof of claim are premised on a breach of one or more agreements executed by Michael and Aida Alape as borrowers (“Borrowers”) under a note and mortgage secured by property in Piscataway, New Jersey. Claimant is not party to the aforementioned note, mortgage or any related agreements, including any property insurance agreements. Accordingly, Debtor has no liability for any of the breach of contract assertions raised by Claimant because Claimant lacks contractual privity between the Borrowers and Debtors.</p> <p>Note, the assertions raised by Claimant in Claim No. 4544 are identical to the assertions raised in Claim No. 4542 and Claim No. 4567 filed by Borrowers, which remain unresolved. The Borrower Trust intends to resolve the Borrowers’ claims in due course.</p>	

Exhibit A-1

FOR: BANK NUMBER 106 BANK ACCOUNT NUMBER [REDACTED] BANK ACC TYPE ESCROW DISB

REPORT PERIOD COVERED FROM 11/01/12 TO 12/01/12

REF CHK#	MICR CHK#	GEN RESEARCH#	CHECK DATE	CHECK AMOUNT	PAYEE	CHECK STATUS
12556059	12556059	000000000000	11/28/12	959.50	RAMONA HAILEY	CLEARED
12556060	12556060	000000000000	11/28/12	695.46	TULARE COUNTY	CLEARED
12556061	12556061	000000000000	11/28/12	732.59	FREDDIE MAC	CLEARED
12556062	12556062	000000000000	11/28/12	440.40	AMHERST COUNTY	CLEARED
12556063	12556063	000000000000	11/28/12	79.60	GATEWAY BANK MORTGAG	CLEARED
12556064	12556064	000000000000	11/28/12	505.09	JESUS MARIA SALINAS	CLEARED
12556065	12556065	000000000000	11/28/12	1,522.60	LIMESTONE COUNTY	CLEARED
12556066	12556066	000000000000	11/28/12	56.03	AMHERST COUNTY	CLEARED
12556067	12556067	000000000000	11/28/12	968.60	VIENNA TOWNSHIP	CLEARED
12556068	12556068	000000000000	11/28/12	1.00	VIENNA TOWNSHIP	CLEARED
12556069	12556069	000000000000	11/28/12	457.73	VIENNA TOWN	CLEARED
12556070	12556070	000000000000	11/28/12	19,356.73	DEBORAH GIDLOW HYATT	CLEARED
12556071	12556071	000000000000	11/28/12	15.42	MARLENE A. MARTINEZ	CLEARED
12556072	12556072	000000000000	11/28/12	127.84	SHAWN TYLER	CLEARED
12556073	12556073	000000000000	11/28/12	149.61	ALLEGHENY COUNTY	CLEARED
12556074	12556074	000000000000	11/28/12	2,563.31	STAFFORD TOWNSHIP	CLEARED
12556075	12556075	000000000000	11/28/12	181.51	ALLEGHENY COUNTY	CLEARED
12556076	12556076	000000000000	11/28/12	399.76	SACRAMENTO COUNTY	VOIDED
12556078	12556078	000000000000	11/28/12	1,414.20	NELSON COUNTY	CLEARED
12556079	12556079	000000000000	11/28/12	678.60	NELSON COUNTY	CLEARED
12556080	12556080	000000000000	11/28/12	53.66	MARANA C. DEVARONA	CLEARED
12556081	12556081	000000000000	11/28/12	573.34	KERSHAW COUNTY	CLEARED
12556082	12556082	000000000000	11/28/12	91.84	ROCKINGHAM COUNTY	CLEARED
12556083	12556083	000000000000	11/28/12	957.52	KEVIN R TEPHABOCK	CLEARED
12556084	12556084	000000000000	11/28/12	1,437.94	ANNE ARUNDEL COUNTY	CLEARED
12556085	12556085	000000000000	11/28/12	3.00	ANNE ARUNDEL COUNTY	CLEARED
12556086	12556086	000000000000	11/28/12	360.42	VITEK MORTGAGE GROUP	CLEARED
12556087	12556087	000000000000	11/28/12	290.50	CLEVELAND COUNTY	CLEARED
12556088	12556088	000000000000	11/28/12	763.42	TAX LIEN LAW GROUP,	CLEARED
12556089	12556089	000000000000	11/28/12	290.15	CLEVELAND COUNTY	CLEARED
12556090	12556090	000000000000	11/28/12	257.89	CLEVELAND COUNTY	CLEARED
12556091	12556091	000000000000	11/28/12	242.35	CLEVELAND COUNTY	CLEARED
12556092	12556092	000000000000	11/28/12	174.60	CLEVELAND COUNTY	CLEARED
12556093	12556093	000000000000	11/28/12	169.80	CLEVELAND COUNTY	CLEARED
12556094	12556094	000000000000	11/28/12	647.71	YORK COUNTY	CLEARED
12556095	12556095	000000000000	11/28/12	903.55	CLEVELAND COUNTY	CLEARED
12556096	12556096	000000000000	11/28/12	13.00	DAVID A. CRAZE	CLEARED
12556097	12556097	000000000000	11/28/12	971.00	AURORA LOAN SERVICES	CLEARED
12556098	12556098	000000000000	11/28/12	183.88	TIMOTHY PUGH	CLEARED
12556099	12556099	000000000000	11/28/12	2,643.46	SUPERIOR TOWNSHIP	CLEARED
12556100	12556100	000000000000	11/28/12	674.00	GREEN PLANET SERVICI	CLEARED
12556101	12556101	000000000000	11/28/12	22.44	STANLEY RIDEOUT	CLEARED
12556103	12556103	000000000000	11/28/12	435.78	TULSA COUNTY	CLEARED
12556104	12556104	000000000000	11/28/12	2,493.00	TULSA COUNTY	CLEARED
12556105	12556105	000000000000	11/28/12	227.58	BRENDA MYRICK	CLEARED
12556106	12556106	000000000000	11/28/12	25.00	DAVID MOUSHEY	CLEARED
12556107	12556107	000000000000	11/28/12	131.72	NESTOR ROLDAN	VOIDED

Exhibit A-2

GMAC
Mortgage

3451 Hammond Avenue
Waterloo, IA 50702
1 800 766 4622/Follow the Prompts

Pg 42 of 54

Important Note In accordance with RESPA requirements, this notice is being sent as a result of the review completed on your escrow account.

ESCROW ANALYSIS STATEMENT

ACCOUNT NUMBER: [REDACTED]
PROPERTY ADDRESS:
1651 S 31ST ST
MILWAUKEE WI 53215
ANALYSIS DATE: JUNE 15, 2012

MATTHEW KIRKLEWSKI
2815 N HARTUNG AVE
MILWAUKEE WI 53210-1341

PLEASE KEEP THIS ESCROW ANALYSIS FOR COMPARISON TO NEXT YEAR'S STATEMENT.

Section 1:		ESTIMATED AMOUNT(S)	AMOUNT(S) USED
DESCRIPTION	NEXT DUE DATE	OF NEXT DISBURSEMENT	IN PRIOR ANALYSIS
FIRE	NOVEMBER 2012	695.00	695.00
CITY/TOWNSHIP	DECEMBER 2012	3,046.96	3,046.96
	TOTAL ANNUAL DISBURSEMENTS:	3,741.96	3,741.96
	TOTAL ESCROW PAYMENT:	311.83	311.83

The amounts above are based on either an estimate previously provided or the amount last disbursed.

New Payment Amount:		771.98
New Payment Effective:		AUGUST 01, 2012
Next Scheduled Analysis:		AUGUST 01, 2013
Payment change:	New	Prior Analysis
Escrow	311.83	311.83
Total	311.83	311.83
Principal/Interest	460.15	460.15
Total Payment	771.98	771.98

For details about the difference between the old and new payment amounts, please reference the ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT and AMOUNT(S) USED IN PRIOR ANALYSIS columns listed above.

Any questions regarding changes in the "Estimated Amount of Next Disbursement" should be directed to your Tax Authority and/or Insurance Company.
To reach our insurance department call: 1-800-256-9962.

If you are utilizing a military allotment, or third-party company to make payments on your behalf, please notify your service of any payment changes.

UNRELEASED SURPLUS NOTICE

GMAC
Mortgage

MATTHEW KIRKLEWSKI

THIS IS NOT A CHECK

Account Number	Surplus Amount
[REDACTED]	9,037.15

ANALYSIS TYPE: 1/6 AGGREGATE

PROJECTED ESCROW BALANCE AS OF: JULY 31, 2012

ACCOUNT NUMBER:

11,843.62 *

* Projected balance reflects all receipts and disbursements made prior to the date of analysis and all mortgagor payments and disbursements anticipated to be made prior to the effective date of analysis.

DATE	RECEIPTS	PROJECTED DISBURSEMENTS	CUR. BAL. PROJECTIONS	REQ. BAL. PROJECTIONS
PROJECTED BALANCE			11,843.62	2,806.47
08/01/12	311.83	.00	12,155.45	3,118.30
09/01/12	311.83	.00	12,467.28	3,430.13
10/01/12	311.83	.00	12,779.11	3,741.96
11/01/12	311.83	695.00-	12,395.94	3,358.79
12/01/12	311.83	3,046.96-	9,660.81	623.66 L
01/01/13	311.83	.00	9,972.64	935.49
02/01/13	311.83	.00	10,284.47	1,247.32
03/01/13	311.83	.00	10,596.30	1,559.15
04/01/13	311.83	.00	10,908.13	1,870.98
05/01/13	311.83	.00	11,219.96	2,182.81
06/01/13	311.83	.00	11,531.79	2,494.64
07/01/13	311.83	.00	11,843.62	2,806.47

Current Escrow Balance: 317.96

Esc Rcpts to Eff Dt		Esc Disb Prior to Eff Dt	
Due Dt	Due Amt	Disb Date	Disb Amt
08/09	264.06		
09/09	264.06		
10/09	10,997.54 *		

*Indicates Sum of Remaining Escrow Payments
&/or Escrow Disbursements to Effective Date.

L ANTICIPATED LOW POINT FOR ANALYSIS PERIOD:
9,660.81

MAXIMUM PERMITTED LOW-POINT: (EXCLUDING MIP)
623.66

Section 3:



SURPLUS

9,037.15

ESCROW ACCOUNT ACTIVITY (JUNE 01, 2012 - JULY 31, 2012)

DATE	TXN	PREV PROJ AMOUNT	PREV PROJ BALANCE	TXN	ACTUAL AMOUNT	ACTUAL BALANCE
BEGINNING BALANCE			2,182.81			2,729.00-
06/01/12	PAYMENT	311.83	2,494.64	PAYMENT	3,046.96	317.96
07/01/12	PAYMENT	311.83	2,806.47		.00	317.96

Exhibit B

EIGHTY FIFTH OMNIBUS OBJECTION - DUPLICATE/REDUNDANT CLAIMS (BORROWER CLAIMS)

Claims to be Disallowed and Expunged								Surviving Claims				
	Name of Claimant	Claim Number	Date Filed	Claim Amount	Asserted Debtor Name	Asserted Case Number	Reason for Disallowance	Name of Claimant	Claim Number	Date Filed	Claim Amount	Asserted Debtor Name
1	Steven T. Biermann and Tracy Watson Biermann Justin M. Smith, Esq. J.M. Smith Co., LPA 24400 Highpoint Road, Suite 7 Beachwood, OH 44122	4822	11/15/2012	Administrative Priority Administrative Secured Secured Priority \$250,000.00 0 General Unsecured	Residential Capital, LLC	12-12020	Claim No. 4822 is identical to Claim No. 4821 except that Claim No. 4822 is filed against an incorrect debtor.	Steven T. Biermann and Tracy Watson Biermann Justin M. Smith, Esq. J.M. Smith Co., LPA 24400 Highpoint Road, Suite 7 Beachwood, OH 44122	4821	11/15/2012	Administrative Priority Administrative Secured Secured Priority \$250,000.00 General Unsecured	GMAC Mortgage, LLC
2	Julie A. Humphries 11221 McCree Rd Dallas, TX 75238	5711	11/16/2012	Administrative Priority Administrative Secured Secured Priority \$126,400.00 0 General Unsecured	GMAC Mortgage, LLC	12-12032	Claim No. 5711 is substantially identical to the surviving Claim No. 5642 filed by Claimant. The only difference between the two claims is Claim 5642 has asserted damages that are \$8,400 higher than Claim 5711.	Julie A. Humphries 11221 McCree Rd Dallas, TX 75238	5642	11/16/2012	Administrative Priority Administrative Secured Secured Priority \$134,800.00 General Unsecured	GMAC Mortgage, LLC
3	Jovany Munoz 585 East 16th Street Apt 6D Brooklyn, NY 11226	1462	10/22/2012	Administrative Priority Administrative Secured Secured Priority General Unsecured \$70,000.00	Homecomings Financial, LLC	12-12042	Claim No. 1462 is identical to surviving Claim No. 1516 filed by Claimant except that Claim 1462 is improperly asserted as a secured claim when there is no basis provided for in the claim to warrant its classification as "secured."	Jovany Munoz 585 East 16th Street Apt 6D Brooklyn, NY 11226	1516	10/22/2012	Administrative Priority Administrative Secured Secured Priority General Unsecured \$70,000.00	Homecomings Financial, LLC
4	Thomas G. Cooper and Catherine D. Cooper P.O. Box 3671 Concord, NH 03302-3671	6272	11/09/2012	Administrative Priority Administrative Secured Secured Priority General Unsecured \$50,000.00	GMAC Mortgage, LLC	12-12032	Claim No. 6272 is substantially identical to surviving Claim No. 6270 filed by Claimant, except that Claim 6272 improperly is improperly asserted as a secured claim when there is no basis provided for in the claim to warrant its classification as "secured."	Thomas G. Cooper and Catherine D. Cooper PO Box 3671 Concord, NH 03302-3671	6270	11/09/2012	Administrative Priority Administrative Secured Secured Priority General Unsecured \$50,000.00	GMAC Mortgage, LLC
5	Edward D. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2857	11/09/2012	Administrative Priority Administrative Secured Secured Priority General Unsecured \$1,800.00	Homecomings Financial, LLC	12-12042	Claim No. 2857 filed by Edward D. Wortham is identical to surviving Claim No. 2860 filed by Edward D. Wortman and Tammy L. Wortman, except that Claim 2857 is filed against the incorrect Debtor.	Edward D. Wortman and Tammy L. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2860	11/09/2012	Administrative Priority Administrative Secured Secured Priority General Unsecured \$1,800.00	GMAC Mortgage, LLC
6	Edward D. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2858	11/09/2012	Administrative Priority Administrative Secured Secured Priority General Unsecured \$1,800.00	GMAC Mortgage, LLC	12-12032	Claim No. 2858 filed by Edward D. Wortham is identical to surviving Claim No. 2860 filed by Edward D. Wortman and Tammy L. Wortman.	Edward D. Wortman and Tammy L. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2860	11/09/2012	Administrative Priority Administrative Secured Secured Priority General Unsecured \$1,800.00	GMAC Mortgage, LLC
7	Edward D. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2861	11/09/2012	Administrative Priority Administrative Secured Secured Priority General Unsecured \$1,800.00	Homecomings Financial, LLC	12-12042	Claim No. 2861 filed by Edward D. Wortham is identical to surviving Claim No. 2860 filed by Edward D. Wortman and Tammy L. Wortman, except that Claim No. 2861 is filed against the incorrect Debtor.	Edward D. Wortman and Tammy L. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2860	11/09/2012	Administrative Priority Administrative Secured Secured Priority General Unsecured \$1,800.00	GMAC Mortgage, LLC
8	Edward D. Wortman and Tammy L. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2855	11/09/2012	Administrative Priority Administrative Secured Secured Priority General Unsecured \$1,800.00	Homecomings Financial, LLC	12-12042	Claim No. 2855 filed by Edward D. Wortman and Tammy L. Wortman is identical to surviving Claim No. 2860 filed by Edward D. Wortman and Tammy L. Wortman, except that Claim 2855 is filed against the incorrect Debtor.	Edward D. Wortman and Tammy L. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2860	11/09/2012	Administrative Priority Administrative Secured Secured Priority General Unsecured \$1,800.00	GMAC Mortgage, LLC

Claims to be Disallowed and Expunged							Surviving Claims						
Name of Claimant	Claim Number	Date Filed	Claim Amount	Asserted Debtor Name	Asserted Case Number	Reason for Disallowance	Name of Claimant	Claim Number	Date Filed	Claim Amount	Asserted Debtor Name		
Edward D. Wortman and Tammy L. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2863	11/09/2012	\$1,800.00	Administrative Priority Administrative Secured Secured Priority General Unsecured	Homecomings Financial, LLC	12-12042	Claim No. 2863 filed by Edward D. Wortman and Tammy L. Wortman is identical to surviving Claim No. 2860 filed by Edward D. Wortman and Tammy L. Wortman, except that Claim No. 2863 is filed against the incorrect Debtor.	Edward D. Wortman and Tammy L. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2860	11/09/2012	\$1,800.00	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMAC Mortgage, LLC
Tammy L. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2856	11/09/2012	\$1,800.00	Administrative Priority Administrative Secured Secured Priority General Unsecured	Homecomings Financial, LLC	12-12042	Claim No. 2856 filed by Tammy L. Wortman is identical to surviving Claim No. 2860 filed by Edward D. Wortman and Tammy L. Wortman, except that Claim No. 2856 is filed against the incorrect Debtor.	Edward D. Wortman and Tammy L. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2860	11/09/2012	\$1,800.00	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMAC Mortgage, LLC
Tammy L. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2859	11/09/2012	\$1,800.00	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMAC Mortgage, LLC	12-12032	Claim No. 2859 filed by Tammy L. Wortman is identical to surviving Claim No. 2860 filed by Edward D. Wortman and Tammy L. Wortman.	Edward D. Wortman and Tammy L. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2860	11/09/2012	\$1,800.00	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMAC Mortgage, LLC
Tammy L. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2862	11/09/2012	\$1,800.00	Administrative Priority Administrative Secured Secured Priority General Unsecured	Homecomings Financial, LLC	12-12042	Claim No. 2862 filed by Tammy L. Wortman is identical to surviving Claim No. 2860 filed by Edward D. Wortman and Tammy L. Wortman, except that Claim No. 2862 is filed against the incorrect Debtor.	Edward D. Wortman and Tammy L. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2860	11/09/2012	\$1,800.00	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMAC Mortgage, LLC
Julie M Riggins 10317 Pleasant Hill Church Rd Siler City, NC 27344	1322	10/16/2012	UNLIQUIDATED	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMAC Mortgage, LLC	12-12032	Claim No. 1322 is identical to surviving Claim No. 1321.	Julie M Riggins 10317 Pleasant Hill Church Rd Siler City, NC 27344	1321	10/16/2012	UNLIQUIDATED	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMAC Mortgage, LLC
NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	307	07/16/2012	\$0.04 \$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMACM Borrower LLC	12-12035	Claim 307 is substantially identical to 18 other claims filed by Claimant, including surviving claims 297, 299 and 306 each with an asserted claim amount of \$.04 against GMACR Mortgage Products LLC, HFN REO Sub II LLC, and Executive Trustee Services LLC, respectively. The Borrower Trust will address the surviving claims in due course.	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	299	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	HFN REO Sub II, LLC
NDEX West LLC TS World Saving Bank Successo Fremont Investment & Loan APN Patrick De Jesus LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	295	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	Residential Capital, LLC	12-12020	Claim 295 is substantially identical to 18 other claims filed by Claimant, including surviving claims 297, 299 and 306 each with an asserted claim amount of \$.04 against GMACR Mortgage Products LLC, HFN REO Sub II LLC, and Executive Trustee Services LLC, respectively. The Borrower Trust will address the surviving claims in due course.	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	297	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMACR Mortgage Products, LLC

Claims to be Disallowed and Expunged							Surviving Claims						
Name of Claimant	Claim Number	Date Filed	Claim Amount	Asserted Debtor Name	Asserted Case Number	Reason for Disallowance	Name of Claimant	Claim Number	Date Filed	Claim Amount	Asserted Debtor Name		
NDEX West LLC TS World Saving Bank Successo Fremont Investment & Loan APN Patrick De Jesus LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	298	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	Executive Trustee Services, LLC	12-12028	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	306	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	Executive Trustee Services, LLC	
NDEX West LLC TS World Saving Bank Successo Fremont Investment & Loan APN Patrick De Jesus LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	300	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	Residential Capital, LLC	12-12020	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	297	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMACR Mortgage Products, LLC	
NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	296	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	ditech, LLC	12-12021	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	297	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMACR Mortgage Products, LLC	
NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	301	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	ditech, LLC	12-12021	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	297	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMACR Mortgage Products, LLC	
NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3Patrick De Jesus Title Order No 100725771LSI Title Company/Agency Sales & Posting3210 El Camino Real, Suite 200Irvine, CA 92602	302	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	ditech, LLC	12-12021	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3Patrick De Jesus Title Order No 100725771LSI Title Company/Agency Sales & Posting3210 El Camino Real, Suite 200Irvine, CA 92602	297	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMACR Mortgage Products, LLC	

Claims to be Disallowed and Expunged							Surviving Claims					
	Name of Claimant	Claim Number	Date Filed	Claim Amount	Asserted Debtor Name	Asserted Case Number	Reason for Disallowance	Name of Claimant	Claim Number	Date Filed	Claim Amount	Asserted Debtor Name
21	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	303	07/16/2012	\$0.04 Administrative Priority Administrative Secured Priority General Unsecured	Residential Capital, LLC	12-12020	Claim No. 303 is substantially identical to 18 other claims filed by Claimant, including surviving claims 297, 299 and 306 each with an asserted claim amount of \$.04 against GMACR Mortgage Products LLC, HFN REO Sub II LLC, and Executive Trustee Services LLC, respectively. The Borrower Trust will address the surviving claims in due course.	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	297	07/16/2012	\$0.04 Administrative Priority Administrative Secured Priority General Unsecured	GMACR Mortgage Products, LLC
22	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	304	07/16/2012	\$0.04 Administrative Priority Administrative Secured Secured Priority General Unsecured	GMACM REO LLC	12-12036	Claim No. 304 is substantially identical to 18 other claims filed by Claimant, including surviving claims 297, 299 and 306 each with an asserted claim amount of \$.04 against GMACR Mortgage Products LLC, HFN REO Sub II LLC, and Executive Trustee Services LLC, respectively. The Borrower Trust will address the surviving claims in due course.	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	297	07/16/2012	\$0.04 Administrative Priority Administrative Secured Secured Priority General Unsecured	GMACR Mortgage Products, LLC
23	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	305	07/16/2012	\$0.04 Administrative Priority Administrative Secured Secured Priority General Unsecured	Residential Capital, LLC	12-12020	Claim No. 305 is substantially identical to 18 other claims filed by Claimant, including surviving claims 297, 299 and 306 each with an asserted claim amount of \$.04 against GMACR Mortgage Products LLC, HFN REO Sub II LLC, and Executive Trustee Services LLC, respectively. The Borrower Trust will address the surviving claims in due course.	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	297	07/16/2012	\$0.04 Administrative Priority Administrative Secured Secured Priority General Unsecured	GMACR Mortgage Products, LLC
24	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus LSI Title Company/Agency Sales & Posting n/c Penny Horowytz 857 Athens Oakland, CA 94607	308	07/16/2012	\$0.04 Administrative Priority Administrative Secured Secured Priority General Unsecured	Executive Trustee Services, LLC	12-12028	Claim No. 308 is substantially identical to 18 other claims filed by Claimant, including surviving claims 297, 299 and 306 each with an asserted claim amount of \$.04 against GMACR Mortgage Products LLC, HFN REO Sub II LLC, and Executive Trustee Services LLC, respectively. The Borrower Trust will address the surviving claims in due course.	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	306	07/16/2012	\$0.04 Administrative Priority Administrative Secured Secured Priority General Unsecured	Executive Trustee Services, LLC
25	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus n/c Robert Eberwein LSI Title Company/Agency Sales & Posting 611-613 N. P Street 3210 El Camino Real, Suite 200 Irvine, CA 92602	309	07/16/2012	\$0.04 Administrative Priority Administrative Secured Secured Priority General Unsecured	Executive Trustee Services, LLC	12-12028	Claim No. 309 is substantially identical to 18 other claims filed by Claimant, including surviving claims 297, 299 and 306 each with an asserted claim amount of \$.04 against GMACR Mortgage Products LLC, HFN REO Sub II LLC, and Executive Trustee Services LLC, respectively. The Borrower Trust will address the surviving claims in due course.	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	306	07/16/2012	\$0.04 Administrative Priority Administrative Secured Secured Priority General Unsecured	Executive Trustee Services, LLC

Claims to be Disallowed and Expunged							Surviving Claims						
	Name of Claimant	Claim Number	Date Filed	Claim Amount	Asserted Debtor Name	Asserted Case Number	Reason for Disallowance	Name of Claimant	Claim Number	Date Filed	Claim Amount	Asserted Debtor Name	
26	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus n/c Robert Eberwein LSI Title Company / Agency Sales & Posting 3109 King A,B,C,D, A-201-202 Berkeley, CA 94703	310	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	12-12028	Claim No. 310 is substantially identical to 18 other claims filed by Claimant, including surviving claims 297, 299 and 306 each with an asserted claim amount of \$0.04 against GMACR Mortgage Products LLC, HFN REO Sub II LLC, and Executive Trustee Services LLC, respectively. The Borrower Trust will address the surviving claims in due course.	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	306	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	Executive Trustee Services, LLC
27	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3Patrick De Jesus LSI Title Company / Agency Sales & Posting25 Amberwood Lane Bldg 2 3109 King StreetProperty Management n/c Robert Eberwein3210 El Camino Real Suite 200Irvine, CA 92602	311	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	12-12028	Claim No. 311 is substantially identical to 18 other claims filed by Claimant, including surviving claims 297, 299 and 306 each with an asserted claim amount of \$0.04 against GMACR Mortgage Products LLC, HFN REO Sub II LLC, and Executive Trustee Services LLC, respectively. The Borrower Trust will address the surviving claims in due course.	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3Patrick De Jesus Title Order No 100725771LSI Title Company/Agency Sales & Posting3210 El Camino Real, Suite 200Irvine, CA 92602	306	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	Executive Trustee Services, LLC
28	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus n/c Robert Eberwein LSI Title Company / Agency Sales & Posting 3109 King A,B,C,D, A-201-202 Berkeley, CA 94703	312	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	12-12028	Claim No. 312 is substantially identical to 18 other claims filed by Claimant, including surviving claims 297, 299 and 306 each with an asserted claim amount of \$0.04 against GMACR Mortgage Products LLC, HFN REO Sub II LLC, and Executive Trustee Services LLC, respectively. The Borrower Trust will address the surviving claims in due course.	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	306	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	Executive Trustee Services, LLC
29	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus LSI Title Company / Agency Sales & Posting n/c Penny Horowitz 3210 El Camino Real, Suite 200 Irvine, CA 92602	313	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	12-12028	Claim No. 313 is substantially identical to 18 other claims filed by Claimant, including surviving claims 297, 299 and 306 each with an asserted claim amount of \$0.04 against GMACR Mortgage Products LLC, HFN REO Sub II LLC, and Executive Trustee Services LLC, respectively. The Borrower Trust will address the surviving claims in due course.	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	306	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	Executive Trustee Services, LLC

Exhibit C

In re RESIDENTIAL CAPITAL, LLC, et al. (CASE NO. 12-12020 (MG)) (JOINTLY ADMINISTERED)

EXHIBIT C
EIGHTY-FIFTH OMNIBUS OBJECTION - MODIFY / RECLASSIFY (BORROWER CLAIMS)

	Name of Claimant	Claim Number	Date Filed	Claim Amount	Asserted Debtor Name	Asserted Case Number	Modified / Reclassified Claim Amount		Modified Debtor Name	Modified Case Number	Reason for Modification	
1	Edward D. Wortman and Tammy L. Wortman 7 Ramsgate Collinsville, IL 62234-4869	2860	11/09/2012	\$1,800.00	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMAC Mortgage, LLC	12-12032	\$0.00 \$0.00 \$0.00 \$0.00 \$1,800.00	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMAC Mortgage, LLC	12-12032	In Claim No. 2860, Claimant improperly asserts a Priority claim status when there is no basis for treatment as a Priority claim.
2	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	297	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMACR Mortgage Products, LLC	12-12037	\$0.00 \$0.00 \$0.00 \$0.00 \$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	GMACR Mortgage Products, LLC	12-12037	In Claim No. 297, Claimant improperly asserts a Secured claim status when there is no basis set forth in the claim to substantiate treatment as a secured claim.
3	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	299	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	HFN REO Sub II, LLC	12-12038	\$0.00 \$0.00 \$0.00 \$0.00 \$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	HFN REO Sub II, LLC	12-12038	In Claim No. 299, Claimant improperly asserts a Secured claim status when there is no basis set forth in the claim to substantiate treatment as a secured claim.
4	NDEX West LLC TS XXXXXXXXXX1737 Fremont Investment & Loan APN 134-421-026-3 Patrick De Jesus Title Order No 100725771 LSI Title Company/Agency Sales & Posting 3210 El Camino Real, Suite 200 Irvine, CA 92602	306	07/16/2012	\$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	Executive Trustee Services, LLC	12-12028	\$0.00 \$0.00 \$0.00 \$0.00 \$0.04	Administrative Priority Administrative Secured Secured Priority General Unsecured	Executive Trustee Services, LLC	12-12028	In Claim No. 306, Claimant improperly asserts a Secured claim status when there is no basis set forth in the claim to substantiate treatment as a secured claim.

Exhibit 2

Cunningham 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 DAVID CUNNINGHAM IN SUPPORT OF
RESCAP BORROWER CLAIMS TRUST'S EIGHTY-FIFTH OMNIBUS
OBJECTION TO CLAIMS ((I) NO LIABILITY BORROWER CLAIMS ((II)
REDUNDANT BORROWER CLAIMS, AND (III) MISCLASSIFIED BORROWER
CLAIMS)**

I, David Cunningham, hereby declare as follows:

1. I serve as Director of Regulatory and Compliance for the ResCap Liquidating Trust (the "Liquidating Trust"), established pursuant to the terms of the *Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 6030] confirmed in the above-captioned Chapter 11 Cases. During the Chapter 11 Cases, I served as Director for Residential Capital, LLC ("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. I began my association with ResCap in 2001 working as a Foreclosure Specialist in the Loan Servicing Operation. In 2002, I became a Team Leader in the Foreclosure Department, a position I held until 2003 when I became a Manager. In 2007, I became the Director, Foreclosure Operations. In February of 2013, I became Director of Regulatory and Compliance. In my current position, among other duties, I am responsible for ensuring that ResCap satisfies its obligations under settlements entered into with the Department of Justice and the Federal Reserve Board. I also

assist in the claims reconciliation process. I am authorized to submit this declaration (the “Declaration”) in support of the *ResCap Borrower Claims Trust’s Eighty-Fifth Omnibus Objection to Claims ((I) No Liability Borrower Claims and (II) Redundant Borrower Claims, and (III) Misclassified Borrower Claims)* (the “Objection”).¹

2. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors’ operations, information learned from my review of relevant documents and information I have received through my discussions with other former members of the Debtors’ management or other former employees of the Debtors, the Liquidating Trust, its professionals and consultants. 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 Director, I am familiar with the claims reconciliation process in these Chapter 11 Cases with regard to Borrower Claims and I assist the Liquidating Trust with the claims reconciliation process. 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, Exhibit B, and Exhibit C annexed to the Proposed Order. Since the Plan became effective and the Borrower 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 Borrower Trust to continue the claims reconciliation process, analyze claims, and determine the

¹ Defined terms used but not defined herein shall have the meanings ascribed to such terms as set forth in the Objection.

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 Borrower 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.

The No-Liability Borrower Claims

4. The Liquidating Trust, in support of the Borrower 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 all of the Borrowers that filed the No Liability Borrower Claims requesting additional documentation in support of their respective claim. 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 Borrower 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 Borrower Trust’s objection to each No Liability Borrower Claim falls under one or more of the following ten categories:

(i) **General No Liability**. This category includes claims:

- asserting that a Debtor is responsible for liabilities of non-Debtor entities;
- seeking assistance to modify their loan, which the Debtors cannot do because they no longer have an interest in the loan;
- where the Claimant has not demonstrated how they were damaged by the Debtors’ actions; 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 Borrower 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. Based on its review, the Borrower Trust has determined that the Debtors are not liable for the General No Liability Claim. See Objection at pp. 7-8.

(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, or that the Claimant’s mortgage was paid in full (the “General Servicing Issues Claims”). To assess the validity of these claims, the Borrower 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.

Based on its review, the Borrower 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; (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; and/or (d) the allegations relate to actions taken by a non-Debtor entity. See Objection at pp. 8-9.

- (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 Borrower 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 pp. 9, to determine whether any Debtor was involved in the origination of the applicable loans, and if so, if the claim would be barred by the applicable statute of limitations.

Based on this review and the Borrower Trust’s review of applicable state and federal law, the Origination Issues Claims are not valid liabilities of the Debtors because either (1) 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, or (2) the claim is barred by the applicable statute of limitations.

- (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 Borrower 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 Borrower 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 Borrower 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) **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 Borrower 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. Based on its review, the Borrower Trust has determined that the Debtors are not liable for the Standing 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 Objection at pp. 10-11.
- (vi) **Interest Rates and Fees Collected**. This category includes a claim based on the assertion that the interest rate charged to the claimant was inappropriate (the "**Interest Rates and Fees Collected Claim**"). To assess the validity of this claim, the Borrower 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 Objection at p. 11. Based on this review, the Interest Rates and Fees Collected Claim is not a valid liability 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.
- (vii) **Paid and Satisfied**. This category includes claims that have been satisfied either prior to the Petition Date (in the form of disbursement of insurance proceeds) or during these Chapter 11 Cases (in the form of a refund). To assess the validity of these claims, the Borrower Trust examined the Debtors' Internal Servicing Notes to verify that the Debtors satisfied the amount owed to the Claimant. The Borrower Trust determined that the Debtors are not liable for the Paid and Satisfied Claims because (a) in the case where the claimant asserts they did not receive all of the proceeds of an insurance settlement, the Borrower Trust confirmed that the Debtors disbursed the entirety of the proceeds received from the insurance company (in some cases the Debtors would withhold payment because the borrower had made no repairs), and (b) in the case where the claim is premised on a purported error of the Debtors, the Debtors refunded the claimant the entire amount of the claim resulted from the alleged error. See Objection at pp. 11-12.
- (viii) **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,² 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 Borrower Trust examined the Debtors' books and records to verify that the Debtors followed the applicable investor guidelines and policies regarding loan modifications. Specifically, the Borrower 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. 12-13.

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 and (b) in the cases where the claimant obtained a loan modification, the claimant was not damaged by the loan modification assistance provided.

The Redundant Borrower Claims

8. At my direction and with my oversight, the Liquidating Trust, in support of the Borrower Trust, reviewed the Redundant Borrower Claims listed on Exhibit B to the Proposed Order, together with information contained within the Debtors' books and records.

9. These efforts led to the conclusion that each Redundant Borrower Claim duplicates (though is not identical to) at least one other claim filed by the same claimant and on account of the same obligations as the corresponding claim, as set forth on Exhibit B to the Proposed Order under the heading "Surviving Claims."

10. The Liquidating Trust believes that it was not the claimants' intention in asserting the Redundant Borrower Claims to seek a double recovery against the Debtors' estates. Instead, the filing of the Redundant Borrower Claims appear to be a function of the claimants

² 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.

filing additional proofs of claim for the same dollar amount, and on account of the same obligation.

The Misclassified Borrower Claims

11. At my direction and with my oversight, the Liquidating Trust, in support of the Borrower Trust, reviewed the Misclassified Borrower Claims identified on Exhibit C attached to the Proposed Order, together with information contained in the Debtors' books and records.

12. These efforts led to the conclusion that each Misclassified Borrower Claim improperly asserts secured or administrative priority status for all or a portion of such claim where such proofs of claim do not contain any valid basis for treatment as a secured or administrative priority claim.

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

14. Accordingly, based upon this review, and for the reasons set forth in the Objection and Exhibit A, Exhibit B, and Exhibit C to the Proposed Order, I have determined that each No Liability Borrower Claim, Redundant Borrower Claim, and Misclassified Borrower Claim that is the subject of the Objection should be afforded 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: March 27, 2015

/s/David Cunningham
David Cunningham
Director for the ResCap Liquidating Trust

Exhibit 3

Rosenbaum Declaration

**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

**DECLARATION OF NORMAN S. ROSENBAUM IN SUPPORT OF
RESCAP BORROWER CLAIMS TRUST'S EIGHTY-FIFTH OMNIBUS
OBJECTION TO CLAIMS ((I) NO LIABILITY BORROWER CLAIMS, (II)
REDUNDANT BORROWER CLAIMS, AND (III) MISCLASSIFIED 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

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

procedures [Docket No. 3294] (the “Claim Objection Procedures Order”).

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. The Debtors sent a Request Letter to each Borrower that filed a No Liability Borrower Claim.

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 March 27, 2015

/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.). 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):

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

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

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

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

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(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):

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 piece of correspondence with the Claim Number referenced above.

Sincerely,

Claims Management
Residential Capital, LLC

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