

**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 MATTHEW R. SCHECK

I, MATTHEW R. SCHECK, declare pursuant to 28 U.S.C. § 1746 as follows:

1. I am an attorney with the law firm of Quinn Emanuel Urquhart & Sullivan, LLP, counsel for the ResCap Liquidating Trust (the “**Trust**”). I am a member in good standing of the Bars of California and New York, and admitted in this Court. I respectfully submit this declaration in support of the Motion Of The Rescap Liquidating Trust For An Order Enforcing Plan Injunction And Confirmation Order (the “**Motion**”).

2. Prior to preparation of the Motion, I requested and obtained from the Claims and Noticing Agent, Kurtzman Carson Consultants (“**KCC**”), a searchable list, compiled and maintained by KCC, of proofs of claim filed in the above-captioned cases. I searched the list for Decision One Mortgage Company, LLC (“**Decision One**”), Honor Bank f/k/a The Honor State Bank (“**Honor Bank**”), and Sierra Pacific Mortgage Company, Inc. (“**Sierra Pacific**”), and found that none were listed as having filed a proof of claim.

3. Attached hereto as **Exhibit A** is a true and correct copy of Proof of Claim No. 4462, filed on November 12, 2012 by PHH Mortgage Corporation (“**PHH**”) against Residential Funding Company, LLC (“**RFC**”). Due to their voluminous nature, the exhibits to the proof of claim have been excluded, but they will be provided upon the Court’s request.



4. Attached hereto as **Exhibit B** is a true and correct copy of Proof of Claim No. 7173, filed on September 18, 2013 by PHH against RFC. Other than Proofs of Claim 4462 and 7173, the list provided to me by KCC did not show any other proofs of claim filed by PHH.

5. Attached hereto as **Exhibit C** is a true and correct copy of a July 16, 2015 email I sent to counsel for Decision One.

6. Attached hereto as **Exhibit D** is a true and correct copy of a July 16, 2015 email I sent to counsel for PHH.

7. Attached hereto as **Exhibit E** is a true and correct copy of a July 17, 2015 email I sent to counsel for Honor Bank.

8. Attached hereto as **Exhibit F** is a true and correct copy of a July 20, 2015 email I sent to counsel for Sierra Pacific.

9. Attached hereto as **Exhibit G** are true and correct excerpts from the transcript of a July 23, 2015 status conference and motions hearing in *In re RFC & ResCap Liquidating Trust Litigation*, No. 13-cv-3451 (D. Minn.).

10. Attached as **Exhibit H** is a true and correct copy of a Renewal of Registration that I obtained from the Oregon Secretary of State's website. The document indicates that it was electronically filed with the Oregon Secretary of State on July 19, 2012 for Assumed Business Name 1st Choice Mortgage of Oregon, listing Sierra Pacific as Registrant, with a Mailing Address of 50 Iron Point Circle Ste. 200, Folsom, CA 95630.

11. Attached as **Exhibit I** is a true and correct copy of a 2012 Annual Report that Sierra Pacific filed with the Oregon Secretary of State on July 17, 2012, indicating a change of address from "50 Iron Pt Cir Ste 200, Folsom, CA 95630" to "1180 Iron Point Rd #200, Folsom, CA 95630."

I declare under penalty of perjury that the foregoing is true and correct. Executed on July
31, 2015, in Los Angeles, CA.

/s/ Matthew Scheck
Matthew Scheck

EXHIBIT A

B 10 Modified (Official Form 10) (12/11)

Claim #4462 Date Filed: 11/12/2012

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK			PROOF OF CLAIM
Name of Debtor and Case Number: Residential Funding Company, LLC, Case No. 12-12019			
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): PHH Mortgage Corporation f/k/a Cendant Mortgage Corporation			<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <small>* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
Name and address where notices should be sent: PHH Mortgage Corporation c/o Walter Wronka and Doria Sutton 1 Mortgage Way Mount Laurel, NJ 08054			
Telephone number: _____ email: walter.wronka@mortgagefamily.com			
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____			
1. Amount of Claim as of Date Case Filed: \$ <u>\$6,287,518.92</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>Contract</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: <u>See addendum</u>	3a. Debtor may have scheduled account as: <u>Cendant Mortgage Corp. or PHH Mortgage Corp.</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)			
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:			
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <u>Gregory Bronczyk</u> Title: <u>Vice President</u> Company: <u>PHH Mortgage Corporation f/k/a Cendant Mortgage Corporation</u> Address and telephone number (if different from notice address above): _____ _____ Telephone number: _____ Email: _____			

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both



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KURTZMAN CARSON CONSULTANTS

**Addendum to Proof of Claim
Against Residential Funding Company, LLC
Filed By PHH Mortgage Corporation**

PHH Mortgage Corporation ("Claimant") hereby files this Proof of Claim (the "Claim") against Residential Funding Company, LLC (together with Claimant, the "Parties"). The Claim is comprised of amounts due Claimant as of May 14, 2012 (the "Petition Date") arising from four separate contractual agreements between the Parties.

Claimant is owed \$2,314,230.87 under that certain Mortgage Loan Flow Purchase, Sale & Servicing Agreement dated September 1, 2006 between Residential Funding Company, LLC, as purchaser, and PHH Mortgage Corporation and Bishop's Gate Residential Mortgage Trust f/k/a Cendant Residential Mortgage Trust, as sellers (the "09/01/06 Contract", together with any amendments thereto attached hereto as Exhibit A). The amounts due under the Contract as of the Petition Date arise from two separate Investor Identification Numbers assigned by the Claimant. The amounts due under each Investor Identification Number are divided into several categories. Accordingly, amounts owed to Claimant under the 09/01/06 Contract can be summarized as follows:

<u>Investor Identification Number</u>	<u>Amounts Owed to PHH from Principal and Interest Advances as of April '12</u>	<u>Amounts Owed to PHH to Recover Corporate Advances Balance as of April '12</u>	<u>Amounts Owed to PHH from Escrow Advances as of April '12</u>
594	\$1,685,158.06	\$159,920.55	\$469,052.26
V37	\$0.00	\$100.00	\$0.00

Claimant is owed \$3,477,311.72 under that certain Mortgage Loan Purchase, Sale & Servicing Agreement dated September 29, 2004 between Homecomings Financial Network, Inc., as purchaser, and Cendant Mortgage Corporation and Bishop's Gate Residential Mortgage Trust f/k/a Cendant Residential Mortgage Trust, as sellers (the "09/29/04 Contract", attached hereto as Exhibit B). Cendant Mortgage Corporation changed its name to PHH Mortgage Corporation, and the parties executed an amendment to the contract on February 23, 2005 so reflecting such name change (the "09/29/04 Contract Amendment", together with any subsequent amendments attached hereto as Exhibit C). The amounts due under the Contract as of the Petition Date arise from three separate Investor Identification Numbers assigned by Claimant and are divided into several categories. Accordingly, amounts owing to Claimant under the 09/29/04 Contract can be summarized as follows:

<u>Investor Identification Number</u>	<u>Amounts Owed to PHH from Principal and Interest Advances as of April '12</u>	<u>Amounts Owed to PHH to Recover Corporate Advances Balance as of April '12</u>	<u>Amounts Owed to PHH from Escrow Advances as of April '12</u>
133	\$1,296,112.74	\$369,122.09	\$474,508.39
V36	\$112,896.86	\$1,892.76	\$0.00
261	\$811,769.11	\$219,799.07	\$191,210.70

Claimant is also owed \$422,026.39 under that certain Amended and Restated Mortgage Loan Flow Purchase, Sale & Servicing Agreement dated November 1, 2003 between UBS Real Estate Securities, Inc. f/k/a UBS Warburg Real Estate Securities, Inc., as purchaser, and Cendant Mortgage Corporation and Bishop's Gate Residential Mortgage Trust f/k/a Cendant Residential Mortgage Trust, as sellers (the "11/01/03 Contract", attached hereto as Exhibit D). As stated

above, Cendant Mortgage Corporation is now known as PHH Mortgage Corporation, as evidenced by the Certificate of Name Change attached hereto as Exhibit E. The Contract was assigned by UBS Real Estate Securities to Residential Funding Company, LLC by that certain Assignment, Assumption and Recognition Agreement dated May 23, 2005 (the "11/01/03 Contract Assignment"), together with any subsequent amendments attached hereto as Exhibit F). The amounts due under the 11/01/03 Contract Assignment as of the Petition Date are divided into several categories, as follows:

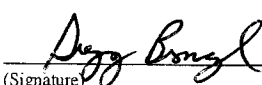
<u>Investor Identification Number</u>	<u>Amounts Owed to PHH from Principal and Interest Advances as of April '12</u>	<u>Amounts Owed to PHH to Recover Corporate Advances Balance as of April '12</u>	<u>Amounts Owed to PHH from Escrow Advances as of April '12</u>
233	\$327,912.51	\$32,703.23	\$61,640.65

Finally, Claimant is owed \$73,949.94 under that certain Client Contract dated May 13, 1998 between Residential Funding Corporation and Cendant Mortgage (the "05/13/98 Contract"), attached hereto as Exhibit G). Cendant Mortgage is now known as PHH Mortgage Corporation pursuant to the Certificate of Name Change attached hereto as Exhibit E. The Parties entered into an Addendum to the 05/13/98 Contract on March 31, 1999 (the "03/31/99 Addendum"), together with any subsequent amendments attached hereto as Exhibit H). The amounts due under the Contract as of the Petition Date arise from three separate Investor Identification Numbers assigned by Claimant and are divided into several categories. Accordingly, Claimant's claim can be summarized as follows:

<u>Investor Identification Number</u>	<u>Amounts Owed to PHH from Principal and Interest Advances as of April '12</u>	<u>Amounts Owed to PHH to Recover Corporate Advances Balance as of April '12</u>	<u>Amounts Owed to PHH from Escrow Advances as of April '12</u>
209	\$7,899.43	\$3,815.50	\$2,698.16
644	\$0.00	\$0.00	\$0.00
834	\$27,468.43	\$6,167.50	\$25,900.92

EXHIBIT B

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK			PROOF OF CLAIM
Name of Debtor and Case Number: Residential Funding Company, LLC, Case No. 12-12019			
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): PHH Mortgage Corporation f/k/a Cendant Mortgage Corporation			<input checked="" type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: 4462 (If known) Filed on: 11/12/2012 <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____
Name and address where notices should be sent: Jacobs Law Group, P.C. c/o Joshua A. Gelman 2005 Market St., Suite 1120 Philadelphia, PA 19103			
Telephone number: (215) 569-9701 email: jgelman@jacobslawpc.com			
Name and address where payment should be sent (if different from above): PHH Mortgage Corporation c/o Walter Wronka 1 Mortgage Way Mount Laurel, NJ 08054			
Telephone number: (856) 917-0906 email: walter.wronka@mortgagefamily.com			
1. Amount of Claim as of Date Case Filed: \$167,759.11 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: Contract (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: See Addendum & Claim #4462	3a. Debtor may have scheduled account as: Cendant Mortgage Corp. or PHH Mortgage Corp. (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)			
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted") DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:			
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: Gregory Bronczyk Title: Vice President Company: PHH Mortgage Corporation Address and telephone number (if different from notice address above): _____ <div style="display: flex; justify-content: space-between;"> <div>(Signature) </div> <div>917-13 (Date)</div> </div>			
Telephone number: 866-946-0081 Email: Gregory.Bronczyk@mortgagefamily.com Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years			

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Addendum to Section 3

<u>Last four Digits of Loan Number</u>	<u>Last four Digits of Commitment Number</u>	<u>Investor ID</u>
6090	0014	133
1605	0014	133
9804	110a	261
8673	110a	261
4336	110a	261
0296	110a	594
2338	110c	261
4810	0015	261
0147	110c	261
1940	110a	261
5717	0018	261
0839	0014	261
0478	110b	261
6346	110a	261
0373	0018	261
9445	0114	233
4877	0015	133
9408	0015	261
3100	0014	261
2984	0015	261
1395	0015	261
0046	0110c	261
4406	0014	261
5201	0018	261
5231	110a	261
1981	0405	233
7556	0014	261
2962	0019	261
5069	309a	261

EXHIBIT C

Matthew Scheck

From: Matthew Scheck
Sent: Thursday, July 16, 2015 11:35 AM
To: Ahmad, N. Mahmood; Johnson, Matthew; Joseph, Cheryl
Cc: Isaac Nesser
Subject: Decision One Counterclaim

Counsel,

Further to our conversation this morning, Decision One's counterclaim asserts claims purportedly arising out of pre-petition contracts, and thus those claims are prepetition claims. Notwithstanding that Decision One was notified of RFC's bankruptcy filing, the deadline for filing proofs of claim, and the Plan and Confirmation Hearing, it appears Decision One failed to file a timely proof of claim preserving the claims it now asserts. Accordingly, those claims were discharged (*see, e.g.*, Confirmation Order ¶ 42), and Decision One is enjoined from pursuing the counterclaim (*see, e.g.*, Plan Art. IX(I)). *See also* Plan Art. IX(I) ("Any person injured by any willful violation of this injunction shall be entitled to recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive damages..."). As we stated on the call, we therefore request that Decision One withdraw its counterclaim immediately. If Decision One is unwilling to do so, we plan to file a motion to enforce the Plan Injunction in the Bankruptcy Court, and we request that Decision One consent to an extension of RFC's time to answer or otherwise respond to the Counterclaim in front of Judge Nelson, until Judge Glenn has had an opportunity to rule on that motion. Please let us know if you have any questions or would like to discuss further.

Best,

Matt

Matthew Scheck

Associate

Quinn Emanuel Urquhart & Sullivan, LLP

865 S. Figueroa Street, 10th Floor

Los Angeles, CA 90017

213-443-3190 Direct

213-443-3000 Main Office Number

213-443-3100 Fax

matthewscheck@quinnemanuel.com

www.quinnemanuel.com

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EXHIBIT D

Matthew Scheck

From: Matthew Scheck
Sent: Thursday, July 16, 2015 11:39 AM
To: Tessa Somers
Cc: Isaac Nesser
Subject: PHH Counterclaim

Tessa,

Further to your conversation with Isaac this morning, PHH's counterclaim asserts claims purportedly arising out of pre-petition contracts, and thus those claims are prepetition claims. Notwithstanding that PHH was notified of RFC's bankruptcy filing, the deadline for filing proofs of claim, and the Plan and Confirmation Hearing, PHH only filed a limited proof of claim, and failed to file a proof of claim preserving the claims it now asserts in its counterclaim. Accordingly, those claims were discharged (*see, e.g.*, Confirmation Order ¶ 42), and PHH is enjoined from pursuing the counterclaim (*see, e.g.*, Plan Art. IX(I)). *See also* Plan Art. IX(I)) ("Any person injured by any willful violation of this injunction shall be entitled to recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive damages...."). If PHH is unwilling to do so, we plan to file a motion to enforce the Plan Injunction in the Bankruptcy Court, and we request that PHH consent to an extension of RFC's time to answer or otherwise respond to the Counterclaim in front of Judge Nelson, until Judge Glenn has had an opportunity to rule on that motion. Please let us know if you have any questions or would like to discuss further.

Best,

Matt

Matthew Scheck

Associate

Quinn Emanuel Urquhart & Sullivan, LLP

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Los Angeles, CA 90017

213-443-3190 Direct

213-443-3000 Main Office Number

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EXHIBIT E

Matthew Scheck

From: Matthew Scheck
Sent: Friday, July 17, 2015 9:50 AM
To: tchris@aj-law.com; garth@aj-law.com; lindsay@aj-law.com; jrice@nmichlaw.com
Cc: Isaac Nesser
Subject: Rescap -- Honor Bank Counterclaim

Chris,

I tried calling you to discuss the counterclaim you filed yesterday on behalf of Honor Bank against the Rescap Liquidating Trust, but understand that you are away. Because the issue is significant and time sensitive, I thought it best to follow up by email.

In short, the counterclaim asserts claims that were discharged in Rescap's bankruptcy plan, and which are now pending in violation of the bankruptcy plan's express injunction against such claims. Specifically, the counterclaim asserts claims purportedly arising out of pre-petition contracts, which are thus pre-petition claims that cannot be asserted unless Honor Bank preserved them by filing a timely proof of claim. It appears that Honor Bank did not file such a proof of claim despite having received notice of the deadline for filing proofs of claim, and notice of the Plan and Confirmation Hearing. Accordingly, the claims were discharged (*see, e.g.*, Confirmation Order ¶ 42), and Honor Bank is enjoined from pursuing the counterclaim (*see, e.g.*, Plan Art. IX(I)). *See also* Plan Art. IX(I) ("Any person injured by any willful violation of this injunction shall be entitled to recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive damages....").

We therefore request that Honor Bank withdraw its counterclaim immediately. If Honor Bank is unwilling to do so, we plan to file a motion to enforce the Plan Injunction in the Bankruptcy Court, and we request that Honor Bank consent to an extension of RFC's time to answer or otherwise respond to the Counterclaim in front of Judge Nelson, until Judge Glenn has had an opportunity to rule on that motion. Please let us know if you have any questions or would like to discuss further. If we are not able to resolve this issue promptly, we will plan to add it on Monday afternoon to the agenda for next week's hearing before Judge Nelson.

Best,

Matt

Matthew Scheck
Associate

Quinn Emanuel Urquhart & Sullivan, LLP

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EXHIBIT F

Matthew Scheck

From: Matthew Scheck
Sent: Monday, July 20, 2015 12:47 PM
To: 'jjenkins@jmjenkinslaw.com'
Cc: Isaac Nesser; Matthew Scheck
Subject: Rescap--Sierra Pacific Counterclaim

Jonathan,

I emailed you on Friday to try to setup a call to discuss Sierra Pacific's counterclaim against RFC and the Rescap Liquidating Trust, and Isaac tried to call you today as well. Because the issue is significant and time sensitive, I thought it best to follow up by email.

In short, as RFC and the Trust set forth in their answer to the counterclaim (*see* Fourth Aff. Def.), Sierra Pacific's counterclaim asserts claims that were discharged in Rescap's bankruptcy plan, and which are now pending in violation of the bankruptcy plan's express injunction against such claims. Specifically, the counterclaim asserts claims purportedly arising out of pre-petition contracts, which are thus pre-petition claims that cannot be asserted unless Sierra Pacific preserved them by filing a timely proof of claim. It appears that Sierra Pacific did not file such a proof of claim despite having received notice of the deadline for filing proofs of claim, and notice of the Plan and Confirmation Hearing. Accordingly, the claims were discharged (*see, e.g.*, Confirmation Order ¶ 42), and Sierra Pacific is enjoined from pursuing the counterclaim (*see, e.g.*, Plan Art. IX(I)). *See also* Plan Art. IX(I)) ("Any person injured by any willful violation of this injunction shall be entitled to recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive damages....").

We therefore request that Sierra Pacific withdraw its counterclaim immediately. If Sierra Pacific is unwilling to do so, we plan to file a motion to enforce the Plan Injunction in the Bankruptcy Court. Please let us know if you have any questions or would like to discuss further.

Best,

Matt

Matthew Scheck

Associate

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EXHIBIT G

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

In Re: RFC and RESCAP Liquidating Trust Litigation

File No. 13-cv-3451

St. Paul, Minnesota
Devitt Ceremonial Courtroom
July 23, 2015
9:30 a.m.

BEFORE:

The Hon. **SUSAN RICHARD NELSON**, United States District Judge

The Hon. **HILDY BOWBEER**, United States Magistrate Judge

STATUS CONFERENCE AND MOTIONS HEARING

Official Court Reporter: Heather Schuetz, RMR, CRR, CCP
U.S. Courthouse, Ste. 146
316 North Robert Street
St. Paul, Minnesota 55101
Heather_Schuetz@mnd.uscourts.gov

Heather A. Schuetz, RMR, CRR, CCP
(651) 848-1223
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1 Mr. Jenkins' benefit, I don't know if he has already discussed
2 this, but with his Codefendants, but I believe that the Wells
3 Fargo Defendants had the same concern and we agreed on a
4 stipulation with their counsel, Munger Tolles & Olson, that I
5 believe they believe preserves their appellate rights. And so
6 Mr. Jenkins may want to talk to them about the research that
7 they've done on that issue.

8 JUDGE NELSON: Great. Thanks.

9 Anything else on this issue?

10 **(None indicated.)**

11 JUDGE NELSON: All right. We'll move ahead then to
12 the response to certain of Defendants' counterclaims.

13 MR. ISAAC NESSER: Your Honor, merely as a courtesy,
14 we wanted to inform the Court there are four Defendants in
15 these actions who have asserted counterclaims against the
16 trust in their -- as part of their answer in these
17 litigations. It is the trust's current view that those
18 counterclaims are pending in violation of an injunction that
19 was included in the bankruptcy plan issued by Judge Glenn.
20 And the argument, in a sentence, is that the bankruptcy plan
21 precludes -- discharges any liability in connection with
22 certain contracts to which RFC was a party and the
23 counterclaims that are now pending relate to issues that we
24 believe were discharged in the bankruptcy.

25 As a result of that, we are currently planning to

1 file a motion with Judge Glenn in the Bankruptcy Court to
2 enforce the injunction that is included in his order, which is
3 to say that's included in the bankruptcy plan. We wanted to
4 make Your Honors aware of that only because these are cases
5 that are pending before Your Honor and so insofar as we're
6 presenting issues relating to them in another court, we just
7 thought you ought to be aware.

8 JUDGE NELSON: Thank you.

9 MR. ISAAC NESSER: Thank you.

10 JUDGE NELSON: Any Defendant wish to respond to
11 that?

12 MR. MATTHEW JOHNSON: Matt Johnson, Williams &
13 Connolly, on behalf of Decision One.

14 Obviously, there's no motion pending before the
15 Court. I understand Mr. Nesser's intention to provide a
16 courtesy to the Court. Decision One has agreed to extend the
17 deadline to answer or otherwise plead in this case until
18 September 9th of 2015. So the issue really is -- will be in
19 front of Judge Glenn if Plaintiffs choose to file a motion
20 there. We think Plaintiffs' position lacks any merit
21 whatsoever and defies commonsense and if Plaintiffs go ahead
22 and bring their motion in front of Judge Glenn, we look
23 forward to briefing the issue.

24 JUDGE NELSON: Very good.

25 Mr. Nesser.

1 MR. ISAAC NESSER: I hope that I've not defied
2 commonsense in any respect, but, you know, we did not include,
3 as part of the agenda, an issue that Mr. Johnson just raised
4 but since he raised it, I thought I might address it in two
5 sentences. And that is, of the four Defendants that are at
6 issue with respect to this counterclaim issue, three of them
7 filed their counterclaims in the last week or so. And the
8 situation that arose was one in which we were going to have to
9 simultaneously file motion in New York and brief a motion to
10 dismiss before Your Honors on the same issue.

11 We thought that that would be wasteful and
12 duplicative and so we were able, thankfully, to reach
13 agreements with the relevant Defendants to extend our response
14 date on the counterclaims through to September 9. And that
15 will permit us some time to present the issue to Judge Glenn
16 but not only that will permit the Defendants here some time to
17 assess our position and determine whether they will fully and
18 finally be willing to adjourn our response date here until
19 Judge Glenn actually rules on the motion in New York because
20 it's unlikely that that will be resolved by August -- by
21 September 9th.

22 What I've discussed with the Defendants is, you
23 know, we have resolved it for now. It doesn't need to be --
24 we're not seeking any relief during today's conference. But
25 we will need to revisit it at next month's conference before

1 Your Honors in the event that we don't have a final agreement
2 from these Defendants to adjourn our response date pending
3 Judge Glenn's decision. Thank you.

4 JUDGE NELSON: Okay. We'll address that at the next
5 conference. Very good.

6 All right. We will now -- I should say I will now
7 turn it over to Judge Bowbeer -- and I sit here, but she'll
8 entertain argument, oral argument on the RFC versus Impac
9 issue.

10 MAGISTRATE JUDGE BOWBEER: I believe the request for
11 IDR came from Impac. So, I'll let you proceed.

12 MR. ANTHONY ALDEN: Judge Bowbeer, do you want the
13 IDR to be on the record or off the record? I just wasn't
14 clear. I thought the normal procedure is for it to be off the
15 record, but I just wanted to --

16 MAGISTRATE JUDGE BOWBEER: Yes, when we've done it
17 by telephone conference, it's been off the record because
18 there was -- yeah, because it's that informal. But I think
19 here --

20 JUDGE NELSON: Is there an opposition to having it
21 on the record?

22 MR. ANTHONY ALDEN: No, I just wanted to --

23 MAGISTRATE JUDGE BOWBEER: No, and I appreciate the
24 request for clarification. I think as long as we're here and
25 we've got a court reporter, we'll proceed. But you're correct

EXHIBIT H

Corporation Division

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OREGON SECRETARY OF STATE

REGISTRY NUMBER	9874397
REGISTRATION DATE	08/20/2002
BUSINESS NAME	1ST CHOICE MORTGAGE OF OREGON
BUSINESS ACTIVITY	MORTGAGE LENDING
MAILING ADDRESS	50 IRON POINT CIRCLE STE #200 FOLSOM CA 95630 USA
TYPE	ASSUMED BUSINESS NAME
PRIMARY PLACE OF BUSINESS	250 BROADALBIN ST SW STE 2-B ALBANY OR 97321 USA
JURISDICTION	OREGON
COUNTIES	BAKER, BENTON, CLACKAMAS, CLATSOP, COLUMBIA, COOS, CROOK, CURRY, DESCHUTES, DOUGLAS, GILLIAM, GRANT, HARNEY, HOOD RIVER, JACKSON, JEFFERSON, JOSEPHINE, KLAMATH, LAKE, LANE, LINCOLN, LINN, MALHEUR, MARION, MORROW, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, UMATILLA, UNION, WALLOWA, WASCO, WASHINGTON, WHEELER, YAMHILL
AUTHORIZED REPRESENTATIVE	JAMES E COFFRINI 50 IRON POINT CIRCLE STE #200 FOLSOM CA 95630 USA
REGISTRANT	53190782 - SIERRA PACIFIC MORTGAGE COMPANY, INC.
SIGNER	JAMES COFFRINI

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

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ELECTRONIC SIGNATURE	JAMES COFFRINI
TITLE	AUTHORIZED REPRESENTATIVE
DATE SIGNED	2012-07-18

EXHIBIT I



Secretary of State
Corporation Division
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327

Phone: (503) 986-2200
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2012 ANNUAL REPORT

Registry Number: 531907-82

Date of Authority: 08/19/1996

Fee: \$275.00

Due Date: 08/19/2012

Type: FOREIGN BUSINESS CORPORATION

40 57

1958

SIERRA PACIFIC MORTGAGE COMPANY, INC.
50 IRON PT CIR STE 200
FOLSOM CA 95630

FILED

JUL 17 2012

Name of Foreign Business Corporation
SIERRA PACIFIC MORTGAGE COMPANY, INC.

OREGON
SECRETARY OF STATE

Jurisdiction: CALIFORNIA

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Registered Agent

NATIONAL REGISTERED AGENTS, INC.
325 13TH ST NE STE 501
SALEM OR 97301

If the Registered Agent has changed, the new Agent has consented to the appointment. Oregon street address required.

1) Type of Business

Mortgage Lending

2) Principal Place of Business (Str. address, city, state, zip)

~~50 IRON PT CIR STE 200
FOLSOM CA 95630~~

1180 IRON POINT RD #200
Folsom, CA 95630

3) Mailing Address (Address, city, state, zip)

~~50 IRON PT CIR STE 200
FOLSOM CA 95630~~

4) President Name and Address

JAMES E COFFRINI
~~50 IRON PT CIR STE 200
FOLSOM CA 95630~~

1180 IRON POINT Rd. #200
Folsom, CA 95630

5) Secretary Name and Address

JAMES E COFFRINI
~~50 IRON PT CIR STE 200
FOLSOM CA 95630~~

6) Signature

7) Printed Name

JAMES E COFFRINI
SIERRA PACIFIC MORTGAGE COMPANY

8) Date

7/9/2012



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