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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
NINETY-FOURTH OMNIBUS OBJECTION TO CLAIMS ((I) NO LIABILITY
BORROWER CLAIMS, (II) REDESIGNATE, RECLASSIFY, REDUCE AND ALLOW
BORROWER CLAIM, (III) RECLASSIFY, REDUCE AND ALLOW BORROWER
CLAIM, AND (IV) REDESIGNATE AND ALLOW BORROWER CLAIM)**

**THIS OBJECTION SEEKS TO DISALLOW AND EXPUNGE OR MODIFY CERTAIN FILED
PROOFS OF CLAIM. CLAIMANTS RECEIVING THIS OBJECTION SHOULD LOCATE
THEIR NAMES AND CLAIMS ON EXHIBIT A, EXHIBIT B, EXHIBIT C, OR EXHIBIT D
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.**

TABLE OF CONTENTS (TO BE UPDATED)

	Page
RELIEF REQUESTED.....	1
JURISDICTION	3
BACKGROUND	4
General Case Background.....	4
Claims-related Background	5
THE NO LIABILITY BORROWER CLAIMS SHOULD BE DISALLOWED AND EXPUNGED	6
THE REDESIGNATE, RECLASSIFY, REDUCE AND ALLOW BORROWER CLAIM SHOULD BE MODIFIED.....	11
NOTICE.....	14
NO PRIOR REQUEST	14
CONCLUSION.....	14

TABLE OF AUTHORITIES

	Page(s)
CASES	
<u>In re Adelphia Commc'ns Corp.</u> , Case No. 02-41729 (REG), 2007 Bankr. LEXIS 660 (Bankr. S.D.N.Y. Feb. 20, 2007)	7
<u>In re Oneida Ltd.</u> , 400 B.R. 384 (Bankr. S.D.N.Y. 2009), <u>aff'd sub nom.</u> , <u>Peter J. Solomon Co. v. Oneida Ltd.</u> , No. 09-cv-2229 (DC), 2010 U.S. Dist. LEXIS 6500 (S.D.N.Y. Jan. 22, 2010)	7
<u>In re Rockefeller Ctr. Props.</u> , 272 B.R. 524 (Bankr. S.D.N.Y. 2000), <u>aff'd sub nom.</u> , <u>NBC v. Rockefeller Ctr. Props. (In re Rockefeller Ctr. Props.)</u> , 266 B.R. 52 (S.D.N.Y. 2001), <u>aff'd</u> , 46 Fed. Appx. 40 (2d Cir. 2002)	7
STATUTES	
28 U.S.C.	
§ 157.....	3
§ 157(b).....	3
§ 1334.....	3
§ 1408.....	3
§ 1409.....	3
Bankruptcy Code	
Section 501(a)	7
Section 502(a)	7
Section 502(b).....	1
Section 502(b)(1)	7
Section 507.....	11
Bankruptcy Rule	
1015(b).....	4
3007(d).....	5
3007(d)(8)	11
Federal Rules of Bankruptcy Procedure	
Rule 3001(f)	7
Rule 3007(d)	1
3007(d)(8)	11

OTHER AUTHORITIES

4 COLLIER ON BANKRUPTCY ¶ 502.02[3][f] (Alan N. Resnick & Henry J. Sommer
eds., 16th ed. rev. 2013).....7

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 ninety-fourth 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 (i) disallow and expunge the claims listed on Exhibit A annexed to the Proposed Order, (ii) modify (by reducing, redesignating, and/or reclassifying) and allowing the claims listed on Exhibit B, Exhibit C, and Exhibit D to the Proposed Order, with the allowed claims to receive the treatment provided for under the Plan (defined below).¹ In support of this Objection, the Borrower Trust submits the Declaration of Sara Lathrop, Senior Claims Analyst for the ResCap Borrower Claims Trust (the “Lathrop 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).

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

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, 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 proof of claim identified on Exhibit B to the Proposed Order and determined that the proof of claim listed thereon (the “Redesignate, Reclassify, Reduce and Allow Borrower Claim”) improperly asserts a secured claim, was filed against the incorrect Debtor, Residential Capital, LLC (“ResCap”), in an amount greater than that for which the Debtors’ estates is liable. The Borrower Trust seeks to (a) modify the Redesignate, Reclassify, Reduce and Allow Borrower Claim by (x) reclassifying it as a general unsecured claim on the Claims Register, (y) redesignating it as a claim against Debtor GMACM Mortgage, LLC (“GMACM”), and (z) reducing it to the corresponding amount and classification listed under “*Modified Claim Amount/Classification*” on Exhibit B, and allow such Redesignate, Reclassify, Reduce and Allow Claim only to the extent of such modified amount.

4. The Borrower Trust examined the proof of claim identified on Exhibit C to the Proposed Order and determined that the proof of claim listed thereon (the “Reclassify, Reduce and Allow Borrower Claim”) improperly asserts a secured claim and was filed in an amount that is greater than the actual amount for which the Debtors’ estates are liable. The Borrower Trust seeks to (a) modify the Reclassify, Reduce and Allow Claim by (x) reclassifying it as a general unsecured claim on the Claims Register and (y) reducing it to the corresponding

amount set forth under the heading “*Modified Claim Amount*” on Exhibit C, and (b) allow such Reclassify, Reduce and Allow Claim only to the extent of such modified amount.

5. The Borrower Trust also examined the proof of claim identified on Exhibit D to the Proposed Order and determined that the proof of claim listed thereon (the “Redesignate and Allow Borrower Claim”) was filed against the incorrect Debtor, ResCap. The Borrower Trust seeks to (a) modify the Redesignate and Allow Borrower Claim to reflect a liability asserted against the correct Debtor, GMAC Mortgage, LLC (“GMACM”) and (b) allow the Redesignate and Allow Borrower Claim in the asserted amount against GMACM.

6. The proofs of claim identified on Exhibit A, Exhibit B, Exhibit C, and Exhibit D annexed to the Proposed Order, as well as the Redesignate and Allow Borrower Claim, 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

7. The Borrower Trust expressly reserves all rights to object on any other basis to any No Liability Borrower Claim, Redesignate, Reclassify, Reduce and Allow Borrower Claim, Reclassify, Reduce and Allow Borrower Claims, Redesignate and Allow Borrower Claims as to which the Court does not grant the relief requested herein.

JURISDICTION

8. 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).

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

BACKGROUND

General Case Background

9. 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).

10. 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”).

11. 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].

12. 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

13. 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”).

14. 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.

15. 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.

16. 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.

17. 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 they are 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.

18. 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 Lathrop Declaration at ¶ 4.

**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 Lathrop Declaration ¶ 8.

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 Procedure 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 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), aff’d sub nom., Peter J. Solomon Co. v. Oneida Ltd., No. 09-cv-2229 (DC), 2010 U.S. Dist. LEXIS 6500 (S.D.N.Y. Jan. 22, 2010); 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), aff’d sub nom., NBC v. Rockefeller Ctr. Props. (In re Rockefeller Ctr. Props.), 266 B.R. 52 (S.D.N.Y. 2001), aff’d, 46 Fed. Appx. 40 (2d Cir. 2002).

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 Lathrop 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 four categories:

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

- fails to sufficiently allege the necessary elements for the stated cause of action; and/or
- that otherwise do not constitute a valid obligation of the Debtors (collectively, the "General No Liability Claim").

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 Lathrop 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.

(ii) **General Servicing Issues**. This category includes a claim based on general servicing issues, including assertions that a Debtor misapplied mortgage payments made pursuant to a settlement agreement with the holder of the claim (the "General Servicing Issues Claims"). To assess the validity of this claim, 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 Lathrop Declaration at ¶ 7(ii).

Based on its review, the Borrower Trust has determined that the General Servicing Issues Claim is not a valid obligation of the Debtors because (a) 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 (b) 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 the 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 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;
- Debtors' written communications to the claimant;
- Copies of lien releases; or
- Other documents that are relevant to the reconciliation of the claim.⁴

(iii) **Origination Issues.** This category includes a claim based on loan origination issues, which relates to disputes regarding the loan application and closing process, disclosures, or loan terms. To assess the validity of this claim (the "**Origination Issues Claim**"), the Borrower Trust reviewed the Debtors' books and records, including the claimant's 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 Lathrop 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 Claim because no Debtor entity was involved in the origination of the applicable loan and vicarious liability cannot be imputed to any Debtor in its capacity as servicer or assignee of the loan.⁵ See id.

To substantiate this determination, the Borrower Trust is prepared to provide the Court and the 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;

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.

⁵ 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.

- 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).

Based on its review, the Borrower Trust determined that the Debtors are not liable for the Escrow Issues Claims. See Lathrop Declaration 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 the 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.

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 REDESIGNATE, RECLASSIFY, REDUCE AND ALLOW BORROWER CLAIM
SHOULD BE MODIFIED**

25. 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).

26. Based upon their review of the proof of claim filed on the Claims Register, the Borrower Trust determined that the Redesignate, Reclassify, Reduce and Allow Borrower Claim identified on Exhibit B attached to the Proposed Order improperly asserts a secured claim, where such proof of claim does not contain any valid basis for treatment as a secured claim. (See Lathrop Declaration ¶¶ 11, 12, 13).

27. The Borrower Trust also determined, based on its review of the claimant’s supporting documentation and the Debtors’ books and records, that the Redesignate, Reclassify, Reduce and Allow Claim identified on Exhibit B attached to the Proposed Order was filed against the incorrect Debtor. In his proof of claim, the holder of the Redesignate, Reclassify, Reduce and Allow Claim has asserted a claim amount related to his mortgage loan against ResCap. The Borrower Trust determined that ResCap was neither the originator nor servicer of the mortgage loan that formed the basis for the Redesignate, Reclassify and Allow Borrower Claim (nor could it have been). Rather, GMACM was the servicer of the underlying mortgage loan and therefore is potentially liable for such claim. See Lathrop Declaration ¶ 13.

28. The holder of the Redesignate, Reclassify, Reduce and Allow Borrower Claim should not be allowed to recover on a claim from the incorrect Debtor’s estate. Additionally, to allow the Redesignate, Reclassify, Reduce and Allow Borrower Claim to be treated as secured claims would result in one claimant receiving a disproportionately higher

distribution on account of the asserted liabilities to the detriment of other similarly situated claimants.

29. The Borrower Trust also concluded that the Redesignate, Reclassify, Reduce and Allow Borrower Claim does not reflect the correct amount of liability owed by the Debtors to the claimant. The Borrower Trust confirmed that all but a portion of the allegations in the proofs of claim had no basis in the Debtors' books and records. An explanation of the correct amounts owed, as determined by the Borrower Trust to be appropriate, is set forth on Exhibit B under the column heading "*Reason for Modification*."⁶

30. The amount listed on Exhibit B under the column heading "*Modified Claim Amount/Classification*" represents the claim amount the Borrower Trust determined to be the appropriate amount due to the Claimant. See Lathrop Declaration ¶ 15. The holder of the Redesignate, Reclassify, Reduce and Allow Borrower Claim should not be allowed to recover more than he is owed. Accordingly, the Borrower Trust requests that the Court reduce the Redesignate, Reclassify, Reduce and Allow Borrower Claim to the amount listed on Exhibit B under the column heading "*Modified Claim Amount/Classification*" and allow such claim only to the extent of such modified amount.

**THE RECLASSIFY, REDUCE AND ALLOW CLAIM SHOULD BE REDESIGNATED,
RECLASSIFIED, REDUCED AND ALLOWED AS MODIFIED**

31. Based upon their review of the proof of claim filed on the Claims Register, the Borrower Trust determined that the Reclassify, Reduce and Allow Claim identified on Exhibit C attached to the Proposed Order improperly asserts a secured claim, where such proof

⁶ The modified amount for the Redesignate, Reclassify, Reduce and Allow Borrower Claim comes from the claimant, Felix Abu's ("Mr. Abu"), bankruptcy schedules. The Borrower Trust does not admit that Mr. Abu has sufficiently demonstrated that the Debtors have liability for his claims, but in an effort to expeditiously resolve the claims, the Borrower Trust is willing to allow the claims at the reduced amount. Should the Court not grant the relief requested with regard to the Redesignate, Reclassify, Reduce and Allow Borrower Claims, the Borrower Trust reserves its rights to object to this claim on any additional basis.

of claim does not contain any valid basis for treatment as a secured claim. (See Lathrop Declaration ¶¶ 16, 17, 18).

32. To allow the Reclassify, Reduce and Allow Claim to be treated as an secured claim would result in the claimant receiving a disproportionately higher distribution on account of the asserted liability to the detriment of other similarly situated claimants. Accordingly, in order to preserve the intended order of priority of claims set forth by the Bankruptcy Code, the Borrower Trust requests that this Court reclassify the Reclassify, Reduce and Allow Claim as a general unsecured claim on the Claims Register.

33. Based upon its review of the proof of claim filed on the Claims Register, the Borrower Trust determined that the Reclassify, Reduce and Allow Borrower Claim does not reflect the correct amount of liability owed by the Debtors to the claimant, as the Borrower Trust was able to confirm that all but a portion of the allegations in the proof of claim had no basis in the Debtors' books and records. An explanation of the correct amount owed is set forth on Exhibit C under the column heading "*Reason for Modification.*" See Lathrop Declaration ¶ 18.

34. The amount listed on Exhibit C under the column heading "*Modified Claim Amount*" represents the claim amount the Borrower Trust determined to be the appropriate amount due to the Claimant. See Lathrop Declaration ¶ 19. The holders of the Reclassify, Reduce and Allow Borrower Claim should not be allowed to recover more than they are owed. Accordingly, the Borrower Trust requests that the Court reduce the Reclassify, Reduce and Allow Borrower Claims to the amounts listed on Exhibit C under the column heading "*Modified Claim Amount*" and allow such claims only to the extent of such modified amount.

**THE REDESIGANTE AND ALLOW BORROWER CLAIM SHOULD BE
REDESIGNATED AS A CLAIM AGAINST GMACM AND ALLOWED IN FULL**

35. The Redesignate and Allow Borrower Claim was filed by Paul Homer and Melinda Carpenter ("Mr. Homer and Ms. Carpenter") and is currently listed on the Claims

Register as a general unsecured claim against ResCap. The asserted basis for the Redesignate and Allow Borrower Claim is a settlement that Mr. Homer and Ms. Carpenter entered into with GMACM. As a result, the Borrower Trust determined that the Redesignate and Allow Claim should be redesignated as a claim against GMACM and allowed as a general unsecured claim against GMACM in the filed claim amount of \$10,500, as described on Exhibit D. See Lathrop Declaration ¶ 20. The Borrower Trust requests that the Court enter an order modifying and allowing the Redesignate and Allow Borrower Claim against GMACM in the amount of \$10,500.

NOTICE

36. 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

37. No previous request for the relief sought herein as against the holders of the No Liability Borrower Claims, the Redesignate, Reclassify, Reduce and Allow Borrower Claim, the Reclassify, Reduce and Allow Claim, or the Allowed in Full Borrower Claim has 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: July 11, 2016
New York, New York

/s/ Norman S. Rosenbaum

Norman S. Rosenbaum

Jordan A. Wishnew

Jessica J. Arett

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*Counsel for The ResCap Borrower
Claims Trust*

Hearing Date and Time: September 14, 2016 at 10:00 a.m. (Prevailing Eastern Time)
Response Date and Time: August 11, 2016 at 4:00 p.m. (Prevailing Eastern Time)

MORRISON & FOERSTER LLP

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Norman S. Rosenbaum
Jordan A. Wishnew
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*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
NINETY-FOURTH OMNIBUS OBJECTION TO CLAIMS ((I) NO LIABILITY
BORROWER CLAIMS, (II) REDESIGNATE, RECLASSIFY, REDUCE AND
ALLOW BORROWER CLAIM, (III) RECLASSIFY, REDUCE AND
ALLOW BORROWER CLAIM, AND (IV) REDESIGNATE
AND ALLOW BORROWER CLAIM)**

PLEASE TAKE NOTICE that the undersigned have filed the attached *ResCap Borrower Claims Trust's Ninety-Fourth Omnibus Objection to Claims ((I) No Liability Borrower Claims, (II) Redesignate, Reclassify, Reduce and Allow Borrower Claim, (III) Reclassify, Reduce and Allow Borrower Claim, and (IV) Redesignate and Allow Borrower Claim)* (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 **September 14, 2016 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 523.

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 **August 11, 2016 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: July 11, 2016
New York, New York

Respectfully Submitted,

/s/ Norman S. Rosenbaum
Norman S. Rosenbaum
Jordan A. Wishnew
Jessica J. Arett
MORRISON & FOERSTER LLP
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*Counsel for The ResCap Borrower
Claims Trust*

Exhibit 1

Proposed Order

**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
)	

**ORDER GRANTING RESCAP BORROWER CLAIMS TRUST’S NINETY-FOURTH
OMNIBUS OBJECTION TO CLAIMS ((I) NO LIABILITY BORROWER CLAIMS, (II)
REDESIGNATE, RECLASSIFY, REDUCE AND ALLOW BORROWER CLAIM, (III)
RECLASSIFY, REDUCE AND ALLOW BORROWER CLAIM AND (IV)
REDESIGNATE AND ALLOW BORROWER CLAIM)**

Upon the Ninety-Fourth 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; modifying the Reduce and Allow Borrower Claims and the Reclassify, Reduce and Allow Borrower Claim; and redesignating the Redesignate and Allow Borrower Claim, 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

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

28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Objection having been provided, and it appearing that no other or further notice need be provided; upon consideration of the Objection and the *Declaration of Sara Lathrop in Support of the ResCap Borrower Claims Trust's Ninetieth Omnibus Objection to Claims ((I) No Liability Borrower Claims, (II) Redesignate, Reclassify, Reduce and Allow Borrower Claim, (III) Reclassify, Reduce and Allow Borrower Claim, and (IV) Redesignate and Allow Borrower Claim)*, annexed thereto as Exhibit 2, and the *Declaration of Norman S. Rosenbaum in Support of the ResCap Borrower Claims Trust's Ninetieth Omnibus Objection to Claims ((I) No Liability Borrower Claims, (II) Redesignate, Reclassify, Reduce and Allow Borrower Claim, (III) Reclassify, Reduce and Allow Borrower Claim, and (IV) Redesignate and Allow Borrower Claim)*, 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 claim listed on Exhibit B annexed hereto (the "Redesignate, Reclassify, Reduce and Allow Borrower

Claim”) is hereby redesignated, reclassified, reduced and allowed as provided for on Exhibit B; and it is further

ORDERED that pursuant to section 502(b) of the Bankruptcy Code, the claim listed on Exhibit C annexed hereto (the “Reclassify, Reduce and Allow Borrower Claim”) is hereby reclassified, reduced and allowed as provided for on Exhibit C under the column “*Modified Claim Amount/Classification*”; and it is further

ORDERED that pursuant to section 502(b) of the Bankruptcy Code, the claim listed on Exhibit D annexed hereto (the “Redesignate and Allow Borrower Claim”) is hereby redesignated and allowed as provided for on Exhibit D under the column “*Modified Debtor Name*”; and it is further

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

ORDERED that Kurtzman Carson Consultants LLC, the Debtors’ claims and noticing agent, is directed to modify the Redesignate, Reclassify, Reduce and Allow Borrower Claim, the Reclassify, Reduce and Allow Borrower Claim, and the Redesignate and Allow Borrower Claim as set forth on the schedules attached as Exhibit B, Exhibit C and Exhibit D hereto so that such claims are reflected on the Claims Register in a manner consistent with this Order; 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, Exhibit C, or Exhibit D 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, Exhibit C, or Exhibit D 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, Redesignate, Reclassify, Reduce and Allow Borrower Claim identified on Exhibit B, and the Reclassify, Reduce and Allow Borrower Claim identified on Exhibit C annexed hereto, and the Redesignate and Allow Borrower Claim identified on Exhibit D, 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: _____, 2016
New York, New York

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
4542 and 4567	Michael Alape (4542) Aida Alape (4567) 100 Lakeview Ave Piscataway, NJ 08854 \$1,000,000 each Residential Capital LLC	Escrow Issue	<p>Suncoast Mortgage Corporation originated a loan in the amount of \$280,000 to claimants on March 11, 2006. GMAC Mortgage LLC serviced the loan until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013.</p> <p>Claimants assert “loss of home due to (GMAC) Residential Capita LLC negligence to secure maximum flood insurance” as basis for claim in box 2 of the proof of claim form. Claimants attach a chronology of how damages occurred and Claimants’ attempts to get help paying for property damage, but provides no additional explanation or documentation in support of the claim. On June 21, 2013, Debtors sent Claimants a letter requesting additional information and documentation in support of the claim. Claimants responded on July 22, 2013. Claimant attached the original Proof of Claim, a document label “Standard Flood Hazard Determination,” a Portion of “Mandatory Purchase of Flood Insurance Guidelines September 2007, Section C,” an insurance policy Proof of Loss form, and a “Notice of Intention to Foreclose” from Ocwen dated June 17, 2013.</p> <p>Claimants allege they had inadequate flood insurance and that GMACM incorrectly determined that their home was in a “B” flood zone when the property was actually in an “AE” zone. Claimants assert that GMACM’s failure to properly identify their flood zone is a violation of the Flood Disaster Protection Act. Claimants also allege GMACM eliminated the Claimants’ flood insurance plan and stopped requiring the related monthly escrow payments without notifying</p>	10

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>the Claimants.</p> <p>Debtors have no liability for the allegation that GMACM incorrectly determined their home was in an incorrect flood zone or that it improperly eliminated Claimant's flood insurance plan. Non-Debtor CoreLogic, a third party vendor that handled property preservation and property related details, had the account listed in a Non-Required Flood Zone. No Debtor was involved in this decision. At the time of origination, CoreLogic (f/k/a/ First American Flood Data Services) determined that the property was in Flood Zone B and therefore did not require flood insurance. In April 2009, CoreLogic reduced the coverage of the Claimants' voluntary flood policy, as it determined that the original premium of \$388.00 only purchased coverage of \$24,100 (rather than the prior \$250,000). Because at the time of that reduction the Property's flood zone (assigned by CoreLogic) did not require a higher amount of insurance, Debtors did not start flood gap insurance when the decrease in coverage occurred.</p> <p>In July 2010, CoreLogic did a second review of the Property as a result of a FEMA map revision. At that time, CoreLogic determined that the property was located in flood zone X and as a result flood insurance was not required. This was a mistake, as the property should have been listed in flood zone AE. However, GMACM was not aware of the mistake, and therefore did not require insurance in addition to the Claimants' voluntary coverage of \$24,100. At no time was the</p>	

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>Claimants' voluntary coverage cancelled.</p> <p>Debtors also have no liability for violating the Flood Disaster Protection Act because the act does not allow for a private right of action. <u>See Segall v. Rapkin</u>, 875 F. Supp. 240, 241 (S.D.N.Y. 1995) (holding that there was no private right of action for a borrower against a company that mistakenly determined their property to be in the wrong flood plain); <u>Wentwood Woodside I, L.P. v. GMAC Commercial Mortg. Corp.</u>, 419 F.3d 310, 323 (5th Cir. 2005).</p> <p>GMACM has no liability for the allegation that it reduced Claimants' insurance coverage because Claimants' coverage was reduced because Claimants' premium could not purchase the previous amount of coverage, but could only purchase \$24,100 in coverage. Such coverage was purchased voluntarily by Claimants.</p>	
3712	<p>Hermenegildo Firpi and Nelia Guzman</p> <p>1374 NE 178th St North Miami Beach, FL 33162</p> <p>\$147,000</p> <p>Residential Capital, LLC</p>	Escrow Issue	<p>Non-Debtor Bank United FSB originated a loan in the amount of \$256,000 on August 4, 2006. Loan was securitized and Wells Fargo was appointed trustee on or about October 1, 2006. Debtor GMAC Mortgage, LLC serviced the loan from October 25, 2006 until servicing transferred to Ocwen Loan Servicing on February 16, 2013. At the time of transfer to Ocwen, the loan was due for September 1, 2008 payment.</p> <p>Claimants assert "Civil Lawsuit for civil theft (attached)" as basis for claim in box 2 of the proof of claim form. Attached to the proof of claim was a filed complaint alleging that GMACM received insurance funds in the amount of \$125,000.00, but</p>	10

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>never released any of the monies to the Claimants. Claimants attach documents to the proof of claim related to litigation filed on August 7, 2012 in the 11th Judicial District, in and for Miami-Dade County, Florida, Case No. 12-29666CA21. The complaint alleges breach of contract and theft related to insurance funds associated with a fire to the property in July 2008. Claimants allege GMACM withheld insurance payment because claimants were having the repair work done for less than the full amount, and that a portion of the payment was for personal property. Because of the alleged failure to disburse, claimants were unable to complete the repairs. A letter was sent to the claimants for additional information on June 21, 2013. No response was received.</p> <p>According to the Debtors' books and records, a fire on the property occurred on July 11, 2008; however, Claimant did not notify GMACM of the fire. On August 8, 2008, a property inspection was conducted because the account was more than 45 days delinquent. The inspection reported that the property was vacant and that there appeared to be more than \$2,000 in fire damage to the property. A letter was mailed to the Claimants on August 8, 2008 to inform them that the property appeared to be vacant.</p> <p>GMACM referred the Claimants' account to foreclosure on December 8, 2008 because it was owing for the September 2008 through December 2008 payments. GMACM conducted a property inspection on December 11, 2008 to confirm that the property was vacant due to fire damage. GMACM began property</p>	

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>preservation repair work, and a Loss Draft (a suspense account to hold future insurance proceeds) was set up on January 6, 2009. GMAC spoke to an adjuster on January 9, 2009, who stated that the fire loss was claimed by the borrower/home owner. At the time, the insurance claim was under investigation due to the homeowner being arrested for arson.</p> <p>The insurance company eventually settled with the claimants in the amount of \$200,000. The insurance company provided a check to claimants in the amount of \$125,000 on July 17, 2009, which included funds both to repair the property and replace the contents lost in the fire. As is customary, the check was made out to both the homeowner and GMACM.</p> <p>It was part of GMACM's policies and procedures not to release any insurance funds without first receiving: (1) the endorsed insurance claim check, (2) Homeowners Statement, (3) Insurance Adjusters Report/Contractors Estimate (the "<u>Insurance Estimate</u>"), (4) signed contractor agreement, and (5) Contractor Affidavit indicating that repairs have been completed. These requirements were listed in a letter to Claimants on August 10, 2009.</p> <p>GMACM received a quote signed by a contractor and the claimants dated September 2, 2009 indicating that the cost of repairs would be \$52,600. GMACM received the endorsed insurance check from claimants on September 10, 2009.</p>	

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>The insurance carrier did not provide a breakdown of how the funds were to be allocated between property repairs and content replacement. Multiple calls were placed by GMACM's insurance department to the insurance adjuster to obtain a copy of the settlement documents; however, GMACM was only able to confirm with the adjuster verbally the amount of the settlement and that two additional payments were issued totaling \$75,000.00 to the borrower's attorney and public adjuster. Because GMACM was unable to confirm if any of the funds were for contents, it was unable to release any of the funds to the borrower under contents.</p> <p>GMACM informed the claimants on multiple occasions that the insurance payment could not be disbursed until all of the necessary documentation, including the Insurance Estimate, was provided; however, the claimants did not provide GMACM with a copy of the Insurance Estimate. On September 10, 2009, the Debtors' books and records reflect the property as a vacant foreclosure. Funds were deposited into a suspense account, where they remain.</p> <p>In a letter from claimants' attorney dated September 2, 2011, the Claimants included the Homeowners' statement, contractor estimate and demand that \$40K be released for the personal property.</p> <p>GMACM sent letters to claimants on February 10 and March 11, 2011 requesting</p>	

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>the missing items: affidavit of bills paid and release of liens, insurance estimate and inspection report. Additional letters requesting the Insurance Estimate were sent on April 8, August 1, October 19, November 15, and December 14, 2011, and also on March 6 and March 30, 2012, all requesting the same information requested in the February 10, and March 11, 2011 letters. The Insurance Estimate was never received, though GMACM did receive a third party estimate from Epic Estimators in the amount of \$267,106.94 and a contract from M.R. Sanchez in the amount of \$52,300. However, because GMACM did not receive the settlement documents confirming how the funds were to be allocated, it was not able to accept the third party estimates in lieu of an estimate from the insurance company.</p> <p>The property was sold in a foreclosure sale in June 2012. Property was sold to a third party in July of 2012 but was rescinded later that month because the buyer did not remit the funds agreed upon.</p> <p>The entire \$125,000 insurance balance was transferred to Ocwen Loan Servicing, LLC when the loan was service transferred on February 16, 2013.</p> <p>Claimants also allege that during this time they were engaged in loss mitigation efforts that were not completed because they couldn't complete the repairs on the property and therefore were forced into foreclosure. Debtors have no liability for their claims related to loss mitigation because in all instances GMACM</p>	

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>acted in accordance with its policies. Claimants spoke with a representative of GMACM via phone on July 8, 2008. Claimants stated that they would like assistance with their mortgage payments. The GMACM representative suggested a repayment plan; however, Claimants declined and did not want to provide financial information. Claimants stated they would like to change the interest rate on the loan. The GMACM representative advised them they would need to be current in order to refinance.</p> <p>Claimant spoke with a representative of GMACM via phone on July 11, 2008. Claimant gave GMACM permission to speak with third party Natalie Jackson, who was authorized by the Claimants to speak to GMACM regarding their account. Ms. Jackson requested a fixed interest rate for the loan as Claimants were having difficulty making payments. GMACM took verbal financials but was not able to approve the loan for a repayment plan. GMACM advised the Claimants to make payment on the account and in the meantime, GMACM will review for loan for a modification. GMACM mailed an Options to Avoid Foreclosure Letter to Claimants on July 14, 2008. Claimants spoke with GMACM via phone on July 24, 2008, at which time, GMACM advised that the loan had been denied a loan modification. GMACM offered to take new financial information from Claimants, however, Claimants were not able to provide the information at that time. GMACM advised Claimants to call back when they are able to discuss.</p> <p>Claimants spoke with GMACM again via phone August 2, 2008. Claimants stated</p>	

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>they were unable to make a payment now but they hoped to make one soon. GMACM offered to take Claimants' financial information to review their account for options. Claimants refused stating they do not have funds for payment.</p> <p>GMACM mailed a breach letter to Claimants on August 5, 2008. Claimants spoke with GMACM via phone on August 14, 2008 at which time Claimants stated the payment to pay the June 2008 payment was mailed that day and they do not have plans for future payments. Claimants stated they are planning to try to refinance the home. Claimants spoke with GMACM via phone on August 19, 2008, at which time Claimants then stated they plan to make the next payment on August 22, 2008. Claimants also stated they would like a loan modification to which GMACM advised it would need to take financial information. Claimants declined to give financial information.</p> <p>GMACM mailed a breach letter to claimants on September 2, 2008. Unauthorized third party, Neilda Guzman, spoke with GMACM via phone on September 10, 2008, at which time GMACM advised it cannot release information to Ms. Guzman as she is not authorized on the account. Ms. Guzman made a payment over the phone.</p> <p>Claimants spoke with GMACM via phone on September 11, 2008, at which time claimants stated they were not sure when the next payment will be made on the</p>	

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>account. GMACM mailed an Options to Avoid Foreclosure letter to Claimants on September 12, 2008 and a breach letter on October 3, 2008 and November 4, 2008. GMACM mailed a Loss Mitigation Foreclosure Referral Letter to Claimants on December 4, 2008. On December 8, 2008, GMACM referred the account to foreclosure because the account was owing for the September 2008 payment.</p> <p>Claimants spoke with GMACM via phone on December 19, 2008, at which time Claimants requested assistance with the mortgage. GMACM advised Claimants that they need to take financial information over phone and advised how to obtain a workout package online for loan modification review. Claimants spoke with GMACM via phone on December 23, 2008, at which time claimants advised GMACM they will fax a workout package that day. Claimants stated they do not currently live in the home. Debtors never received a workout package from claimants.</p>	
3741	<p>Joseph L. and Maxine C. Dossett</p> <p>5518 Oak Dale Avenue Chattanooga, TN 37412</p> <p>\$157,356.01</p>	Escrow Issue	Non-Debtor Choice Capital Funding, Inc. originated a loan to claimants in the amount of \$59,150 on July 18, 2006. Debtor Homecomings Financial serviced the loan from August 23, 2006 until servicing transferred to GMAC Mortgage, LLC on or about July 1, 2009. GMAC Mortgage LLC serviced the loan until servicing transferred to FCI Lender Services on October 18, 2012. Servicing of the loan was reacquired in January 2013. GMAC Mortgage, LLC serviced the loan again until servicing was transferred to Ocwen Loan Servicing on February 16, 2013.	10

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
	Residential Capital LLC		<p>Claimants assert "see attached addendum" as basis for claim in box 2 of the proof of claim form. Attached to the proof of claim was a letter from claimants' attorney stating "Mr. and Mrs. Joseph Dossett lost a home located at 5518 Oakdale Avenue, Chattanooga, TN 37412 (tax parcel #169K-A-007) due to the negligence of GMAC Mortgage (and the servicing agents selected, approved and used by GMAC Mortgage) in failing to properly administer and service the mortgage (TN Deed of Trust of record in Book 8019, Page 391 in Register's Office of Hamilton County Tennessee). GMAC Mortgage failed to pay the taxes against the home as required by Section 3 of the Deed of Trust even though GMAC Mortgage, or its duly authorized agents, collected funds from the Dossetts for the payment of the taxes due against the home. GMAC Mortgage is presently seeking to collect the principal balance of \$57,356.01 (and accruing interest) from the Dossetts in spite of the fact that GMAC Mortgage caused the loss of the home securing the payment of the note underlying the Deed of Trust. Due to the loss of the home caused by GMAC Mortgage and its agents, Joseph L. and Maxine C. Dossett have been damaged because their ability to obtain credit has been reduced. Their impaired credit rating rendered Mr. and Mrs. Dossett unable to refinance the principal residence. The Dossetts are still being called upon to pay the original note in spite of the unjustified loss of the property due to the negligence of GMAC Mortgage. Through November 7, 2012, the Dossetts' estimated losses are \$100,000.00. Damages will continue to accrue." A letter was sent to the claimants for additional information on June 21, 2013. A response was</p>	

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>received on July 19, 2013 restating the information already provided in the original proof of claim.</p> <p>Debtors have no liability for the allegation that they were required to pay the taxes because i) claimants signed an escrow waiver at origination of the loan in which the Claimants assumed all tax and insurance responsibility; ii) the first payment due disclosure at origination shows that only principal and interest was being collected from the payment, no monies collected for escrowed items; iii) the HUD-1 statement shows that the 2005 taxes were paid at origination; and iv) the Tax Record Information Sheet shows that the 2006 taxes would be due October 1, 2006, owed by the claimants.</p> <p>Debtors have no liability for the claimants' asserted injury to their credit because i) claimants failed to pay the required taxes when the loan was originated; ii) claimants stopped making payments on the loan once the tax issue was discovered and iii) although the loan has now been charged off, and in a recovery state, claimants were still owing under the note.</p>	
4259	Haru Lindsey 6031 Paseo Alameda Carlsbad, CA 92009	General Servicing Issues	The Home Equity Line of Credit (<u>HELOC</u>) was originated on September 21, 2004 by GMAC Mortgage Corporation DBA ditech.com. The loan was serviced by GMACM until October 2, 2009 when it was service released to SLS, servicing of the loan was repurchased on February 18, 2010 and serviced by the GMACM until July 20.	8-9

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
	<p>\$45,797.73</p> <p>GMAC Mortgage, LLC</p>		<p>2012 when the loan was service released to FCI Lender Services, Inc.</p> <p>Claimant asserts "Extinguishment of balance of 2nd mortgage per Confidential Settlement Agreement" as basis for claim in box 2 of the proof of claim form. Claimant attaches to the proof of claim an "Addendum to Proof of Claim" in which Claimant refers to a Reservation of Rights. On June 21, 2013, Debtors sent claimant a letter requesting additional information in support of claim. claimant responded on July 25, 2013, stating "The basis of my claim are a result of and related to a confidential settlement agreement. I have enclosed a sealed copy of the agreement with this claim form. Please do not open unless you are a representative of GMAC." Claimant also attached the original proof of claim, the letter from Debtors requesting additional information, and the settlement agreement.</p> <p>Claimant's claim is based on a settlement agreement from December 2009 that required Claimant to make monthly payments on or before the tenth day of each month until February 2014, at which time GMACM was to extinguish the remaining balance.</p> <p>Debtors have no liability for claimant's claim because Debtors' books and records indicate that claimant made multiple untimely payments that did not comply with the settlement terms. Debtors' books and records indicate that the following payments were received after the 10th of the month and therefore untimely:</p>	

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>June 16, 2009, July 14, 2009, May 21, 2010, June 17, 2010, August 13, 2010, and September 13, 2010. Debtors' books and records also indicate that no payments were received for the following months: May 2009, March 2010, April 2010, and July 2010. During the period the loan was serviced by SLS, GMACM received the following payments: December 10, 2009, January 11, 2010, and January 14, 2010. However, the payments were returned due to the loan being service released to SLS.</p> <p>The loan was service released again on July 20, 2012. Based on the settlement agreement, 60 payments were to occur between March 1, 2009 and February 1, 2014. Debtors cannot confirm what was or was not paid after the loan servicing transfer in 2012. While Debtors serviced the loan there should have been 41 payments made; however, only 34 were made. Furthermore, at the time of the service release, the time period covered by the settlement agreement had not concluded (as the payments were to be made through February 1, 2014), and therefore, GMACM was not required to extinguish the remaining balance prior to transferring its service obligations.</p>	

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
4720	<p>Alexis Smith</p> <p>566 South Ocean Ave Freeport, NY 11520</p> <p>Unliquidated</p> <p>Residential Capital, LLC</p>	Origination Issue	<p>Non Debtor Mortgage Lenders USA, Inc. originated the loan in the amount of \$495,000 on September 25, 2006. Debtor Homecomings Financial serviced the loan from February 7, 2007 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.</p> <p>Claimant asserts "see attached brief and supporting documents" as basis for claim. Attached are documents entitled Brief in support of Proof of Claim, a GMAC monthly account statement dated August 18, 2011, and a Voluntary Lien Report from homeinfomax.com dated November 9, 2012. On June 21, 2013, Debtors sent claimant a letter requesting additional information in support of claim, however claimant did not respond to the request.</p> <p>Debtors have no liability for the allegation of "fraudulent inducement of origination with the intent to sell the loan on Wall Street" because the loan was originated by non-Debtor Mortgage Lenders USA, Inc. on September 25, 2006, and there is no evidence to demonstrate that Debtors had any involvement in negotiation over original terms of the loan.</p>	9-10

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
241	<p>Felix O. Abu</p> <p>6999 Romanzo Way Elk Grove, CA 95758</p> <p>\$1,248,955.60</p> <p>Executive Trustee Services, LLC</p>	General No Liability	<p>Non-debtor Greenpoint Mortgage Funding, Inc. originated a loan in the amount of \$273,600 on January 9, 2007. GMACM began servicing loan April 2, 2007 and serviced the loan until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013.</p> <p>Claimant asserts “mortgage note” as the basis for claim in box 2 of the proof of claim form for claim number 241. Claimant attaches “Trustee’s Deed upon Sale but provides no additional explanation or documentation in support of the claim. On June 21, 2013, Debtors sent Claimant a letter requesting additional information and documentation in support of the claim. Claimant responded on July 22, 2013. In the Claimant Response Letter, Claimant states the Basis of Claimant as: “Basis of claim include illegal foreclosure sale and transfer of title of my property by Executive Trust Service (ETS) to U.S. Bank National Association on behalf of Greenpoint Mortgage Funding Trust. Also, ETS violated RESPA, TILA, and fraudulent misrepresentation and violation of California business professional code #17200. These misconducts by ETS cause me to have medical and emotional problems, causes me to have attorney fees, financial loss. Additionally relief is sort based on the final supplemental order of the Southern District Court and the bankruptcy court (Docket No. 3294 Filed on March 21, 2013.) Please enclosed legal documents and other documents that support the basis of my claim.” Claimant attached the following to the Claimant Response: Basis of Claim Form, Amended Claim, Correspondence with Eddie R Jimenez/Pike Duncan, LP law firm dated March 15, 2013, Correspondence with Eddie R. Jimenez/Pike Duncan, LP,</p>	8

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>law firm dated February 20, 2013, objections letter to ETS dated December 14, 2011, Homestead Declaration Affidavit, and adversary complaints filed with the United States Bankruptcy Court for Eastern District of California, Sacramento.</p> <p>Claimant asserts "mortgage note" as basis for claim in box 2 of the proof of claim form for claim number 246. Claimant attaches "Add Declaration of Homestead Affidavit Designation and Declaration of Homestead Affidavit," Deed of Trust, Legal Description, Adjustable Rate Rider, Interim Interest Rider, Family Rider, Greenpoint Mortgage Funding Trust 2007-AR2 (PSA), and the GMAC Mortgage Payment History but provides no additional explanation or documentation in support of the claim. On May 20, 2013, Debtors sent Claimant a letter requesting additional information and documentation in support of the claim. Claimant responded on June 19, 2013. In the Claimant Response Letter, Claimant states the Basis of Claim as: "Debtors (GMAC Mortgage Corporation and Executive Trust (ETS)) wrongfully foreclosed of residence and illegally transferred by property; and illegal eviction from residence. These action cause me to incur traumatic emotional injury, shame, medical issues, financial loss, and attorney's fees. Also, basis of claim include Debtor(s) violation of RESPA, TILA, Fraudulent misrepresentation and violation of California Business Professional Code 17200. Therefore, I am asking for relief based on final supplemental order of the Southern District Court and of the Bankruptcy Court (Docket No. 3294, filed March 21, 2013). Please see complaints filed with the Bankruptcy Court Eastern District of California- Sacramento Division and other court documents that</p>	

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>support the basis of my claim.” Claimant attached a letter that outlines the attachments to the Claimant’s response stating the following are included: Basis of Claim Form, Amended Claim, Correspondence with Eddie R Jimenez/Pike Duncan, LP law firm dated March 15, 2013, Correspondence with Eddie R. Jimenez/Pike Duncan, LP, law firm dated February 20, 2013, and adversary complaints filed with the United States Bankruptcy Court for Eastern District of California, Sacramento.</p> <p>The account was referred to Foreclosure August 6, 2009 because the account was owing for the May 1, 2009 payment. The foreclosure sale was held on January 19, 2012 as the account owed for September 2009-January 2012 payments. The property was sold for \$121,125. The loan was reacquired by GMACM after the foreclosure sale and was handled in the REO department until the loan was transferred to Ocwen for servicing.</p> <p>Claimant filed two proofs of claim, designated as claim numbers 241 and 246. These claims were originally included in the 50th Omnibus Objection where the Borrower Trust objected to them for Claimant’s lack of standing based on his personal Chapter 7 bankruptcy (Bankruptcy Court; Eastern District of California, Case 12-bk-36170), and the fact that there was no affirmative abandonment of the claims by the Trustee. (See pages 121-128 of transcript of November 15, 2013 hearing.) In an adversary proceeding in the Claimant’s bankruptcy case, filed on January 18, 2013 against GMAC/Ally Bank, Inc. and any known or unknown dba</p>	

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
			<p>used by GMAC/Ally Bank, Inc., asserting essentially wrongful foreclosure claims (Case 13-ap-02020), the court dismissed the action for Claimant's lack of standing to assert such claims on April 4, 2013. Claimant received a discharge in the bankruptcy matter on January 29, 2013 and the entire matter was closed on April 23, 2013.</p> <p>In the Chapter 7 proceeding, Claimant originally filed Amended Schedules on October 31, 2012, which indicated contingent claims against both Residential Capital, LLC and Executive Trustee Services, LLC, individually, with a combined value of \$5,000. A copy of the Amended Schedules is attached to the Objection as <u>Exhibit 5</u>. As noted, there was no action taken by the Trustee with respect to this contingent claim before Claimant received a discharge on January 29, 2013.</p> <p>Claimant re-opened his personal Chapter 7 bankruptcy and on June 5, 2013, Claimant filed a Motion to Compel Abandonment, and also on the same date filed further Amended Summary of Schedules, which showed claims 241 and 246 on Schedule B, at a combined value of \$5,000. A copy of the Amended Summary of Schedules is attached to the Objection as <u>Exhibit 6</u>. On August 13, 2013, Claimant successfully re-opened his personal bankruptcy to request the Trustee formally abandon certain properties, including the claims pending in the ResCap bankruptcy, which Claimant asserted to be of, ""inconsequential value and benefit to the estate.""</p>	

Claim No(s).	Name and Address	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
	Claim Amount Asserted Debtor Name			
			<p>Claimant's motion was uncontested and the bankruptcy court granted the relief sought on December 19, 2013. The Trustee filed his report of no distribution on March 12, 2014, in which the requested property was abandoned.</p> <p>Executive Trustee Services has no liability for any of the alleged actions because its only role was as a substitute trustee, and therefore its only role was filing of the notices required under California's non-judicial foreclosure laws. The filing of these notices is a privileged act under California Civil Code Section 47, and therefore is not actionable unless the Claimant alleges actual malice, which he has not.</p>	

Exhibit B

Exhibit B

Redesignate, Reclassify, Reduce and Allow Borrower Claim

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Modified Claim Amount/ Classification Modified Debtor Name	Reason for Modification	Corresponding Page # in Omnibus Objection
246	Felix O. Abu 6999 Romanzo Way Elk Grove, CA 95758 \$1,248,955.60 Secured Residential Capital, LLC	\$5,000 General Unsecured Claim GMAC Mortgage Corporation	Non-debtor Greenpoint Mortgage Funding, Inc. originated a loan in the amount of \$273,600 on January 9, 2007. GMACM began servicing loan April 2, 2007 and serviced the loan until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013. Claimant asserts "mortgage note" as the basis for claim in box 2 of the proof of claim form for claim number 241. Claimant attaches "Trustee's Deed upon Sale but provides no additional explanation or documentation in support of the claim. On June 21, 2013, Debtors sent Claimant a letter requesting additional information and documentation in support of the claim. Claimant responded on July 22, 2013. In the Claimant Response Letter, Claimant states the Basis of Claimant as: "Basis of claim include illegal foreclosure sale and transfer of title of my property by Executive Trust Service (ETS) to U.S. Bank National Association on behalf of Greenpoint Mortgage Funding Trust. Also, ETS violated RESPA, TILA, and fraudulent misrepresentation and violation of California business professional code #17200. These misconducts by ETS cause me to have medical and emotional problems, causes me to have attorney fees, financial loss. Additionally relief is sort based on the final supplemental order of the Southern District Court and the bankruptcy court (Docket No. 3294 Filed on March 21, 2013.) Please enclosed legal documents and other documents that support the basis of my claim." Claimant attached the following to the Claimant Response: Basis of Claim Form, Amended Claim, Correspondence with Eddie R Jimenez/Pike Duncan, LP law firm dated March 15, 2013, Correspondence with Eddie R. Jimenez/Pike Duncan, LP, law firm dated February 20, 2013, objections letter to ETS dated December 14,	11-12

Exhibit B

Redesignate, Reclassify, Reduce and Allow Borrower Claim

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Modified Claim Amount/ Classification Modified Debtor Name	Reason for Modification	Corresponding Page # in Omnibus Objection
			<p>2011, Homestead Declaration Affidavit, and adversary complaints filed with the United States Bankruptcy Court for Eastern District of California, Sacramento.</p> <p>Claimant asserts "mortgage note" as basis for claim in box 2 of the proof of claim form for claim number 246. Claimant attaches "Add Declaration of Homestead Affidavit Designation and Declaration of Homestead Affidavit," Deed of Trust, Legal Description, Adjustable Rate Rider, Interim Interest Rider, Family Rider, Greenpoint Mortgage Funding Trust 2007-AR2 (PSA), and the GMAC Mortgage Payment History but provides no additional explanation or documentation in support of the claim. On May 20, 2013, Debtors sent Claimant a letter requesting additional information and documentation in support of the claim. Claimant responded on June 19, 2013. In the Claimant Response Letter, Claimant states the Basis of Claim as: "Debtors (GMAC Mortgage Corporation and Executive Trust (ETS)) wrongfully foreclosed of residence and illegally transferred by property; and illegal eviction from residence. These action cause me to incur traumatic emotional injury, shame, medical issues, financial loss, and attorney's fees. Also, basis of claim include Debtor(s) violation of RESPA, TILA, Fraudulent misrepresentation and violation of California Business Professional Code 17200. Therefore, I am asking for relief based on final supplemental order of the Southern District Court and of the Bankruptcy Court (Docket No. 3294, filed March 21, 2013). Please see complaints filed with the Bankruptcy Court Eastern District of California- Sacramento Division and other court documents that support the basis of my claim." Claimant attached a letter that outlines the attachments to the Claimant's response stating the following are included: Basis</p>	

Exhibit B

Redesignate, Reclassify, Reduce and Allow Borrower Claim

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Modified Claim Amount/ Classification Modified Debtor Name	Reason for Modification	Corresponding Page # in Omnibus Objection
			<p>of Claim Form, Amended Claim, Correspondence with Eddie R Jimenez/Pike Duncan, LP law firm dated March 15, 2013, Correspondence with Eddie R. Jimenez/Pike Duncan, LP, law firm dated February 20, 2013, and adversary complaints filed with the United States Bankruptcy Court for Eastern District of California, Sacramento.</p> <p>The account was referred to Foreclosure August 6, 2009 because the account was owing for the May 1, 2009 payment. The foreclosure sale was held on January 19, 2012 as the account owed for September 2009-January 2012 payments. The property was sold for \$121,125. The loan was reacquired by GMACM after the foreclosure sale and was handled in the REO department until the loan was transferred to Ocwen for servicing.</p> <p>Claimant filed two proofs of claim, designated as claim numbers 241 and 246. These claims were originally included in the 50th Omnibus Objection where the Borrower Trust objected to them for Claimant's lack of standing based on his personal Chapter 7 bankruptcy (Bankruptcy Court; Eastern District of California, Case 12-bk-36170), and the fact that there was no affirmative abandonment of the claims by the Trustee. (See pages 121-128 of transcript of November 15, 2013 hearing.) In an adversary proceeding in the Claimant's bankruptcy case, filed on January 18, 2013 against GMAC/Ally Bank, Inc. and any known or unknown dba used by GMAC/Ally Bank, Inc., asserting essentially wrongful foreclosure claims (Case 13-ap-02020), the court dismissed the action for Claimant's lack of standing to assert such claims on April 4, 2013. Claimant received a discharge in the</p>	

Exhibit B

Redesignate, Reclassify, Reduce and Allow Borrower Claim

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Modified Claim Amount/ Classification Modified Debtor Name	Reason for Modification	Corresponding Page # in Omnibus Objection
			<p>bankruptcy matter on January 29, 2013 and the entire matter was closed on April 23, 2013.</p> <p>In the Chapter 7 proceeding, Claimant originally filed Amended Schedules on October 31, 2012, which indicated contingent claims against both Residential Capital, LLC and Executive Trustee Services, LLC, individually, with a combined value of \$5,000. A copy of the Amended Schedules is attached hereto as <u>Exhibit 5</u>. As noted, there was no action taken by the Trustee with respect to this contingent claim before Claimant received a discharge on January 29, 2013.</p> <p>Claimant re-opened his personal Chapter 7 bankruptcy and on June 5, 2013, Claimant filed a Motion to Compel Abandonment, and also on the same date filed further Amended Summary of Schedules, which showed claims 241 and 246 on Schedule B, at a combined value of \$5,000. A copy of the Amended Summary of Schedules is attached to the Objection as <u>Exhibit 6</u>. On August 13, 2013, Claimant successfully re-opened his personal bankruptcy to request the Trustee formally abandon certain properties, including the claims pending in the ResCap bankruptcy, which Claimant asserted to be of, "inconsequential value and benefit to the estate."</p> <p>Claimant's motion was uncontested and the bankruptcy court granted the relief sought on December 19, 2013. The Trustee filed his report of no distribution on March 12, 2014, in which the requested property was abandoned. Because Claimant valued his claims in the amount of \$5,000, claim 246 should be reduced and allowed as general unsecured claims against GMAC in the amount of \$5,000</p>	

Exhibit B

Redesignate, Reclassify, Reduce and Allow Borrower Claim

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Modified Claim Amount/ Classification Modified Debtor Name	Reason for Modification	Corresponding Page # in Omnibus Objection
			<p>(as claim 241 is being disallowed pursuant to the reasons listed on <u>Exhibit A</u>), and he should not be allowed to argue in this bankruptcy proceeding that his claim has any greater value.</p> <p>The Borrower Trust is prepared to allow this claim in the reduced amount in order to expedite the resolution of this claim. In the event the Claimant contests the reduced amount of this claim, the Borrower Trust reserves its right to seek the disallowance of the entire claim.</p>	

Exhibit C

Exhibit C

Reclassify, Reduce and Allow Borrower Claim

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Modified Claim Amount/ Classification	Reason for Modification	Corresponding Page # in Omnibus Objection
4734	<p>Carol Dawson and Terry Clark</p> <p>911 Centers Street Charleston, WV 25311</p> <p>\$79,000 Secured Claim</p> <p>GMAC Mortgage, LLC</p>	\$4,300 General Unsecured Claim	<p>This claim involves two separate loans. One loan (the "<u>Dawson Loan</u>") was originated in the amount of \$67,150 by non-Debtor Equity Resources Inc. on or about April 9, 1998. Debtor GMAC Mortgage serviced the loan from May 19, 2005 until servicing transferred to SN Servicing Group in November 6, 2006. At time of servicing transfer to SN Servicing Group, the account was owing for the February 1, 2002 through November 1, 2006 payments.</p> <p>The allegations related to the Dawson loan primarily relate to origination claims (predatory lending, fraud, joint venture and conspiracy) and servicing claims (breach of good faith and fair dealing and illegal pursuit of foreclosure). Debtors have no liability for the origination claims because no Debtor was involved in the origination of this loan. Additionally, the servicing allegations do not appear to be made against Debtors, but against other parties. Debtors have not been involved in the servicing of this loan since 2006. At the time GMAC Mortgage began servicing, the loan was already in foreclosure status. All foreclosure activity was placed on hold due to litigation. At the time servicing transferred in 2006 no foreclosure had been completed by a debtor entity.</p> <p>Another loan (the "<u>Clark Loan</u>") was originated in the amount of \$79,189.58 by non-Debtor Travelers Bank & Trust on or about April 14, 1998. Debtor GMAC Mortgage serviced the loan from May 19, 2005 until February 9, 2007 when servicing of the loan was transferred to Private Capital Group, LLC. At the time of service release to Private Capital Group, LLC, the account was owing for the February 20, 2002-February 1, 2007 payments.</p>	12-13

Exhibit C

Reclassify, Reduce and Allow Borrower Claim

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Modified Claim Amount/ Classification	Reason for Modification	Corresponding Page # in Omnibus Objection
			<p>The allegations related to the Clark loan allege (i) unlawful debt collection; (ii) that the property was relinquished; (iii) claimants were discharged in a bankruptcy proceeding that was filed in November 2002; and (iv) that GMAC Mortgage continued to seek payment from claimant in July 2005. Claimant also alleges GMAC Mortgage communicated with claimants when they were represented by counsel in violation of WV Code 46A-2-128(e).</p> <p>Bankruptcy was filed by Pat and Terry Clark as joint debtors on August 8, 2002.</p> <p>Between July and November 2005, GMACM sent six or seven notices to claimants, some of which indicated that the communication was an attempt to collect a debt. Under West Virginia law, such notices are permissible when they include a disclosure that the collector is not seeking to collect if the debt has already been discharged in bankruptcy. Based on a review of its books and records, one of the letters sent to claimants does not include the required disclosure. While it is unclear that the letter involved an attempt to collect on a debt, in order to expedite the resolution of this claim, the Borrower Trust is prepared to allow statutory damages of \$4,300. In the event the Claimants contest this amount, the Borrower Trust reserves its right to seek the disallowance of the entire claim.</p> <p>With regard to the allegation that the GMACM communicated with claimants when they were represented by counsel, the Debtors' books and records do not show that the Claimants ever informed GMACM, either on paper or electronically, that the consumer was represented by counsel, as required by the statute. Further, the Claimants make no allegations regarding when or how GMACM allegedly became aware of the Claimants' legal representation. As a result, the</p>	

Exhibit C

Reclassify, Reduce and Allow Borrower Claim

Claim No(s).	Name and Address	Modified Claim Amount/ Classification	Reason for Modification	Corresponding Page # in Omnibus Objection
	Claim Amount Asserted Debtor Name			
			Claimant is not entitled to statutory damages based on this allegation.	

Exhibit D

Exhibit D

Redesignate and Allow Borrower Claim

Claim No(s).	Name and Address	Modified Debtor Name	Reason for Redesignation	Corresponding Page # in Omnibus Objection
	Claim Amount Asserted Debtor Name			
154	Paul Homer and Melinda Carpenter 131 Lakeside Drive Eastford, CT 06242 \$10,500 General Unsecured Claim Residential Capital, LLC	GMAC Mortgage, LLC	GMAC Mortgage originated the loan in the amount of \$200,000 on May 27, 2005. GMACM serviced the loan until the loan was paid off May 29, 2009. Claimant asserts "settled litigation (see attached)" as basis for claim and the Settlement Agreement between Claimant and Debtors. Debtors will allow this claim in full per the settlement agreement that was signed May 2012. Because the settlement agreement was with GMAC Mortgage, LLC, it is the proper debtor against which the claim should be asserted.	13-14

Exhibit 2

Lathrop 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 SARA LATHROP IN SUPPORT OF
RESCAP BORROWER CLAIMS TRUST'S NINETY-FOURTH OMNIBUS OBJECTION
TO CLAIMS ((I) NO LIABILITY BORROWER CLAIMS, (II) REDESIGNATE,
RECLASSIFY, REDUCE AND ALLOW BORROWER CLAIM, (III) RECLASSIFY,
REDUCE AND ALLOW BORROWER CLAIM AND (IV) REDESIGNATE AND
ALLOW BORROWER CLAIM)**

I, Sara Lathrop, hereby declare as follows:

1. I serve as Senior Claims Analyst for the ResCap Borrower Claims Trust (the "Borrower 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 Regulatory Compliance Manager and Loss Mitigation Manager in the loan servicing department of 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 began my association with ResCap in June 2006 working as an associate in the Default Division of the loan servicing operation of GMAC Mortgage, LLC ("GMACM"). In 2008, I became a Default Quality Control Specialist, a position that I held until I became a Supervisor in the Default Division in 2009. In 2011, I became a Supervisor in the Loss Mitigation Division of GMACM's loan servicing operation, and in February 2012, I became a Manager in that division. In this role, I oversaw

GMACM associates in their efforts to provide borrowers with loss mitigation options and assisted in the development of GMACM's loss mitigation policies. In January of 2013, I became the Regulatory Compliance Manager for ResCap. I became Senior Claims Analyst for ResCap in July 2013 and continued in this role when the ResCap Liquidating Trust (the "Liquidating Trust") was established in December 2013. In my current position as Senior Claims Analyst to the Borrower Trust, among my other duties, I continue to assist the Borrower Trust in connection with the claims reconciliation process.¹ I am authorized to submit this declaration (the "Declaration") in support of the *ResCap Borrower Claims Trust's Ninetieth Omnibus Objection to Claims ((I) No Liability Borrower Claims, (II) Redesignate, Reclassify, Reduce and Allow Borrower Claim, (III) Reclassify, Reduce and Allow Borrower Claim, and (IV) Redesignate and Allow Borrower Claim)* (the "Objection").²

2. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors' operations, 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, and the Borrower Trust's 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 Senior Claims Analyst, I am intimately familiar with the claims reconciliation process in these Chapter 11 Cases with regard to Borrower Claims. Except

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

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

as otherwise indicated, all statements in this Declaration are based upon my familiarity with the Debtors' books and records that were prepared and kept in the course of their regularly conducted business activities (the "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, Exhibit C, and Exhibit D annexed to the Proposed Order. Since the Plan became effective and the Borrower Trust was established, I, along with members of the Liquidating Trust's management or employees of the Liquidating Trust have consulted with the Borrower Trust to continue the claims reconciliation process, analyze claims, and determine the appropriate treatment of the same. In connection with such review and analysis, where applicable, I or Liquidating Trust personnel, 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 if the claims were filed with insufficient or no supporting documentation, and

the Borrowers were asked to provide additional information so that the Debtors could reconcile the 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, and I 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 four categories:

- (i) **General No Liability.** This category includes a claim:
- fails to sufficiently allege the necessary elements for the stated cause of action; and/or
 - that otherwise do not constitute a valid obligation of the Debtors (collectively, the "General No Liability Claim").

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.

- (ii) **General Servicing Issues**. This category includes a claim based on general servicing issues, including assertions that a Debtor misapplied mortgage payments made pursuant to a settlement agreement with the holder of the claim (the "General Servicing Issues Claims"). To assess the validity of this claim, 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 Claim is not a valid obligation of the Debtors because (a) 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 (b) the allegations relate to actions taken by a non-Debtor entity.

- (iii) **Origination Issues**. This category includes a claim based on loan origination issues, which relates to disputes regarding the loan application and closing process, disclosures, or loan terms. To assess the validity of this claim (the "Origination Issues Claim"), the Borrower Trust reviewed the Debtors' books and records, including the claimant's 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.

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 Claim because no Debtor entity was involved in the origination of the applicable loan and vicarious liability cannot be imputed to any Debtor in its capacity as servicer or assignee of the loan.³

- (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

³ 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.

Debtors' escrow receipts and payments, the annual escrow analysis sent to Borrowers and any Internal Servicing Notes and written communication between the Debtors and the applicable Borrower(s).

Based on its review, the Borrower Trust determined that the Debtors are not liable for the Escrow Issues Claims. 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.

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

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

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

The Redesignate, Reclassify, Reduce and Allow Borrower Claim

11. At my direction and with my oversight, the Liquidating Trust, in support of the Borrower Trust, and I reviewed the Redesignate, Reclassify, Reduce and Allow Borrower Claim listed on Exhibit B to the Proposed Order, together with information contained within the Debtors' books and records.

12. These efforts led to the conclusion that the Redesignate, Reclassify, Reduce and Allow Borrower Claim identified on Exhibit B attached to the Proposed Order improperly asserts a secured claim, where such proof of claim does not contain any valid basis for treatment as a secured claim.

13. The Borrower Trust also determined, based on its review of the claimant's supporting documentation and the Debtors' books and records, that the Redesignate, Reclassify, Reduce and Allow Claim identified on Exhibit B attached to the Proposed Order was filed against the incorrect Debtor. In his proof of claim, the holder of the Redesignate, Reclassify, Reduce and Allow Claim has asserted a claim amount related to his mortgage loan against ResCap. The Borrower Trust determined that ResCap was neither the originator nor servicer of the mortgage loan that formed the basis for the Redesignate, Reclassify and Allow Borrower Claim (nor could it have been). Rather, GMACM was the servicer of the underlying mortgage loan and therefore is potentially liable for such claim.

14. The Borrower Trust also concluded that the Redesignate, Reclassify, Reduce and Allow Borrower Claim does not reflect the correct amount of liability owed by the Debtors to the claimant. The Borrower Trust confirmed that all but a portion of the allegations in the proofs of claim had no basis in the Debtors' books and records. An explanation of the

correct amounts owed, as determined by the Borrower Trust to be appropriate, is set forth on Exhibit B under the column heading “*Reason for Modification.*”⁴

15. The amount listed on Exhibit B under the column heading “*Modified Claim Amount/Classification*” represents the claim amount the Borrower Trust determined to be the appropriate amount due to the Claimant.

The Reclassify, Reduce and Allow Borrower Claim

16. At my direction and with my oversight, the Liquidating Trust, in support of the Borrower Trust, and I reviewed the Reclassify, Reduce and Allow Borrower Claim listed on Exhibit C to the Proposed Order, together with information contained within the Debtors’ books and records.

17. These efforts led to a determination that the Reclassify, Reduce and Allow Claim identified on Exhibit C attached to the Proposed Order improperly asserts a secured claim, where such proof of claim does not contain any valid basis for treatment as a secured claim.

18. Based upon its review of the proof of claim filed on the Claims Register, the Borrower Trust determined that the Reclassify, Reduce and Allow Borrower Claim does not reflect the correct amount of liability owed by the Debtors to the claimant, as the Borrower Trust was able to confirm that all but a portion of the allegations in the proof of claim had no basis in the Debtors’ books and records. An explanation of the correct amount owed is set forth on Exhibit C under the column heading “*Reason for Modification.*”

⁴ The modified amount for the Redesignate, Reclassify, Reduce and Allow Borrower Claim comes from the claimant, Felix Abu’s (“Mr. Abu”), bankruptcy schedules. The Borrower Trust does not admit that Mr. Abu has sufficiently demonstrated that the Debtors have liability for his claims, but in an effort to expeditiously resolve the claims, the Borrower Trust is willing to allow the claims at the reduced amount. Should the Court not grant the relief requested with regard to the Redesignate, Reclassify, Reduce and Allow Borrower Claims, the Borrower Trust reserves its rights to object to this claim on any additional basis.

19. The amount listed on Exhibit C under the column heading “*Modified Claim Amount*” represents the claim amount the Borrower Trust determined to be the appropriate amount due to the Claimant.

The Resdesignate and Allow Borrower Claim

20. The Redesignate and Allow Borrower Claim was filed by Paul Homer and Melinda Carpenter (“Mr. Homer and Ms. Carpenter”) and is currently listed on the Claims Register as a general unsecured claim against Debtor Residential Capital, LLC. The asserted basis for the Redesignate and Allow Borrower Claim is a settlement that Mr. Homer and Ms. Carpenter entered into with GMACM. As a result, the Borrower Trust determined that the Redesignate and Allow Claim should be redesignated as a claim against GMACM and allowed as a general unsecured claim against GMACM in the filed claim amount of \$10,500, as described on Exhibit D.

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

Dated: July 11, 2016

/s/ Sara Lathrop

Sara Lathrop
Senior Claims Analyst for ResCap
Borrower Claims Trust

Exhibit 3

Rosenbaum Declaration

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

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

**DECLARATION OF NORMAN S. ROSENBAUM IN SUPPORT OF RESCAP
BORROWER CLAIMS TRUST'S NINETY-FOURTH OMNIBUS OBJECTION TO
CLAIMS ((I) NO LIABILITY BORROWER CLAIMS, (II) REDESIGNATE,
RECLASSIFY, REDUCE AND ALLOW BORROWER CLAIM, (III) RECLASSIFY,
REDUCE AND ALLOW BORROWER CLAIM AND (IV) REDESIGNATE AND
ALLOW BORROWER CLAIM)**

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)

¹ Unless otherwise indicated herein, capitalized terms shall have the meanings ascribed to them in the *ResCap Borrower Claims Trust's Ninety-Fourth Omnibus Objection to Claims ((I) No Liability Borrower Claims, (II) Redesignate, Reclassify, Reduce and Allow Borrower Claim, (III) Reclassify, Reduce and Allow Borrower Claim, and (IV) Redesignate and Allow Borrower Claim)* (the "Objection")

Borrower Claim procedures; (iii) settlement procedures; and (iv) schedule amendment 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 Claims Objection 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 and Redesignate, Reclassify, Reduce and Allow 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.²

² 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.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in New York, New York on July 11, 2016

/s/ Norman S. Rosenbaum
Norman S. Rosenbaum

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

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

Exhibit 5

Amended Schedules

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

In re

FELIX O. ABU

Case No. 12-36170-B-7

Debtor(s).

AMENDMENT COVER SHEET

Amendment(s) to the following petition, list(s), schedule(s), or statement(s) are attached hereto:

- ☐ Petition ☒ Statement of Financial Affairs
☐ Creditor Matrix ☐ Statement of Intention
☐ List of 20 Largest Unsecured Creditors ☐ List of Equity Security Holders
☒ Schedules (check appropriate boxes). See Instruction #4 below.
☐ A ☒ B ☒ C ☐ D ☐ E ☐ F ☐ G ☐ H ☐ I ☐ J
☒ Summary of Schedules (includes Statistical Summary of Certain Liabilities and Related Data)
REQUIRED IF AMENDING SCHEDULE(S) A, B, D, E, F, I, OR J.

OCT 31 2012

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

Purpose of amendment (check one):

- ☐ To add pre-petition creditors, delete creditors, change amounts owed or classification of debt (**30.00 fee required**, provided the judge may, for good cause, waive the charge in any case.) **NOTE:** Lists, schedules and statements that add or change creditors must be accompanied by an amended matrix listing only the creditors added or changed.
☒ No pre-petition creditors were added, creditors deleted, or amounts owed or classifications of debt changed.

NOTICE OF AMENDMENT TO AFFECTED PARTIES

Pursuant to Federal Rule of Bankruptcy Procedure 1009(a), I certify that notice of the filing of the amendment(s) checked above has been given this date to the Trustee in this case, and to any and all entities affected by the amendment, together with a copy of the notice of meeting of creditors, the discharge (if one has been entered), a subsequent notice to file claims (if one has been issued), and any other document affecting the rights of the added creditors. **(NOTE: Proof of service, indicating that service has been made, must be filed with the Court.)**

Dated: 10/30/2012

Attorney's [or Pro Se Debtor's] Signature:

Printed Name:

Mailing Address:

FELIX O. ABU

6999 Romanzo Way

Elk Grove, CA 95758

DECLARATION BY DEBTOR

I(We), the undersigned debtor(s), hereby declare under penalty of perjury that the information set forth in the amendment(s) attached hereto, consisting of ___ pages, is true and correct to the best of my(our) information and belief.

Dated: 10/30/2012

Dated:



Debtor's Signature

Joint Debtor's Signature

INSTRUCTIONS

- Use this cover sheet **ONLY** when filing amended petitions, lists, schedules and statements. **Do not use an amendment cover sheet when submitting amended plans or amendments to plans.**
- Include the word "Amended" in the title of each amended document.
- Amendments to property schedules (A and B), creditor schedules (D, E, and F), or income/expenses schedules (I and J) must be accompanied by an amended Summary of Schedules. Updates to the schedule totals will not be made unless the summary is filed.
- Amendments to add creditors or change their names/addresses must consist of the amended schedule(s) with a notation to the right of the creditor entry of "A" if the creditor is being added or "C" if it is being changed. **Failure to include "A" and "C" notations on amended schedules may result in duplicate or multiple listings on master mailing lists.**
- Amendments which add or change creditors must be accompanied by a separately filed amended matrix containing **ONLY** the additions/changes so that the creditors may be downloaded into the case. The matrix must not contain the "A" or "C" notations.
- When e-Filing an amended matrix, you must submit two separate files: a PDF file containing the amendment cover sheet for the matrix, and a text file containing the creditors in the standard master address list format. These two files must be uploaded together.
- Federal Rule of Bankruptcy Procedure 1009 requires the debtor to give notice of an amendment to the trustee and to any entity affected thereby. **Notice of the amendment WILL NOT be given by the Clerk's Office.** To comply with this requirement, the debtor's attorney or Pro Se debtor must give notice to the trustee and any entity affected by the amendment by serving all previous court notices including, but not limited to, the notice of meeting of creditors, discharge of debtor, etc. A proof of service, indicating that service has been made, must be filed with the court.
- Checks and money orders should be payable to "Clerk, U.S. Bankruptcy Court." **(NOTE: No personal checks will be accepted.)**

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court Eastern District Of California

In re FELIX O. ABU
Debtor

Case No. 12-36170-B-7

Chapter 7

SUMMARY OF SCHEDULES

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

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	NO		\$		
B - Personal Property	YES	3	\$ 10,000.00		
C - Property Claimed as Exempt	YES	1			
D - Creditors Holding Secured Claims	NO			\$	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	NO			\$	
F - Creditors Holding Unsecured Nonpriority Claims	NO			\$	
G - Executory Contracts and Unexpired Leases	NO				
H - Codebtors	NO				
I - Current Income of Individual Debtor(s)	NO				\$
J - Current Expenditures of Individual Debtors(s)	NO				\$
TOTAL		4	\$ 10,000.00	\$ 0.00	

B 6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court

Eastern District Of California

In re FELIX O. ABU,
Debtor

Case No. 12-36170-B-7

Chapter 7

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

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

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

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

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

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	\$ 0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	\$ 0.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	\$ 0.00
Student Loan Obligations (from Schedule F)	\$ 0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	\$ 0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	\$ 0.00
TOTAL	\$ 0.00

State the following:

Average Income (from Schedule I, Line 16)	\$ 0.00
Average Expenses (from Schedule J, Line 18)	\$ 0.00
Current Monthly Income (from Form 22A Line 12; OR , Form 22B Line 11; OR , Form 22C Line 20)	\$ 0.00

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column	\$ 0.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column.	\$ 0.00
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column	\$ 0.00
4. Total from Schedule F	\$ 0.00
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)	\$ 0.00

In re FELIX O. ABU Case No. 12-36170-B-7
 Debtor (If known)

AMENDED
SCHEDULE B - PERSONAL PROPERTY

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

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

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

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand. 2. Checking, savings or other finan- cial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and home- stead associations, or credit unions, brokerage houses, or cooperatives. 3. Security deposits with public util- ities, telephone companies, land- lords, and others. 4. Household goods and furnishings, including audio, video, and computer equipment. 5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles. 6. Wearing apparel. 7. Furs and jewelry. 8. Firearms and sports, photo- graphic, and other hobby equipment. 9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each. 10. Annuities. Itemize and name each issuer. 11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)				

In re FELIX O. ABU Case No. 12-36170-B-7
 Debtor (If known)

SCHEDULE B - PERSONAL PROPERTY
 (Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars. 13. Stock and interests in incorporated and unincorporated businesses. Itemize. 14. Interests in partnerships or joint ventures. Itemize. 15. Government and corporate bonds and other negotiable and non-negotiable instruments. 16. Accounts receivable. 17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars. 18. Other liquidated debts owed to debtor including tax refunds. Give particulars. 19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A – Real Property. 20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust. 21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		Residential Capital, LLC and Executive Trustee Services LLC, settlement claims #241 and 246, Case No. 12-12020 and Case No. 12-12028 Settlement for home loan borrowers		5,000.00

In re FELIX O. ABU Case No. 12-36170-B-7
 Debtor (If known)

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
22. Patents, copyrights, and other intellectual property. Give particulars.				
23. Licenses, franchises, and other general intangibles. Give particulars.				
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.				
25. Automobiles, trucks, trailers, and other vehicles and accessories.				
26. Boats, motors, and accessories.				
27. Aircraft and accessories.				
28. Office equipment, furnishings, and supplies.				
29. Machinery, fixtures, equipment, and supplies used in business.				
30. Inventory.				
31. Animals.				
32. Crops - growing or harvested. Give particulars.				
33. Farming equipment and implements.				
34. Farm supplies, chemicals, and feed.				
35. Other personal property of any kind not already listed. Itemize.		National Mortgage Settlement, Claim #0010062197 (Claim amount undetermined)		5,000.00
continuation sheets attached Total▶				\$ 10,000.00

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

In re FELIX O. ABU Case No. 12-36170-B-7
 Debtor (If known)

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
 (Check one box)

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

☐ Check if debtor claims a homestead exemption that exceeds \$146,450.*

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
Residential Capital, LLC Settlement Claim #246			
Case No. 12-12020 and			
Executive Trustee Services, LLC Settlement			
Claim #241 Case No. 12-20208	CCCP 703.140(b)(5)	5,000.00	5,000.00
National Mortgage Settlement, Claim #:			
0010062197	CCCP 703.140(b)(5)	5,000.00	5,000.00

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

Debtor(s): **FELIX O. ABU****AMENDED**Case No.:
(if known)**STATEMENT OF FINANCIAL AFFAIRS**

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

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

DEFINITIONS

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

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None

☐

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

AMOUNT**SOURCE**

2012- \$ 59,016.00

Income from Employment

2011- \$ 80,000.00

Income from Employment

2010- \$ 70,284.00

Income from Employment

2. Income other than from employment or operation of business Pg 10 of 20

None

☐

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

AMOUNT	SOURCE
2012- \$ 8,262.00	Worker's Compensation
2011- \$11,016.00	Worker's Compensation
2010- \$ 7,800.00	Worker's Compensation
2010- \$20,200.00	

3. Payments to creditors

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

None

☒

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

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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None

☒

- b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850. * If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None

☒

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

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

None



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

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Residential Capital, LLC, et. al. Debtors	Claims filed under settlement against Debtors Claim	United States Bankruptcy Court Southern District of New York	Settlement of claims Claim #241 and 246.
Case No.:12-12020 (MG)	Debtor filed proof of claim against Residential Capital, LLC	One Bowling Green, Rm 534 New York, NY 10004	

None



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

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

5. Repossessions, foreclosures and returns

None



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

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
GMAC Mortgage P.O. Box 780 Waterloo, IA 50704	1/12 Foreclosure Sale	Real Property: 6999 Romanzo Way, Elk Grove, CA 95758 / Value \$250,000.00

6. Assignments and receiverships

None



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

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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FELIX O. ABU, DEBTOR

CASE NO.: 12-36170-B-7

STATEMENT OF FINANCIAL AFFAIRS

#4 Suits, and administrative proceedings, executions, garnishments and attachments

Caption of Suit and case number: National Mortgage Settlement/ United States vs.
Ally/GMAC, et. al.
Clamant #: 0010062197

Nature of Proceedings: Ally/GMAC settlement to eligible borrowers
Debtor part of settlement class

Court or Agency: National Mortgage Settlement

Status or Disposition Settlement for participating/eligible borrowers
Settlement of at least \$840.00

Capition of Suite and case Number: Executive Trustee Services
LLC,
Case No. 12-12028

Nature of Proceedings: Claim against Executive Trustee
Services, LLC to eligible
mortgage loan borrowers

Court or Agency: ResCap Claims Processing Center

Status of Disposition Settlement, Claim Number 241

None



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

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

None



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

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

None



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

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
\$20,000.00 Gambling Losses	Recreational gambling	2011-2012

9. Payments related to debt counseling or bankruptcy

None



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

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
DOROTHY VAUGHN 7300 Lincolnshire Drive #200 Sacramento, CA 95823	9/14/2012	\$125.00

10. Other transfers

Amended Schedules Pg 14 of 20

None



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

NAME AND ADDRESS OF TRANSFeree,
RELATIONSHIP TO DEBTOR

DATE

DESCRIBE PROPERTY
TRANSFERRED AND
VALUE RECEIVED

None



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

NAME OF TRUST OR
OTHER DEVICEDATE(S) OF
TRANSFER(S)AMOUNT OF MONEY OR DESCRIPTION
AND VALUE OF PROPERTY OR DEBTOR'S
INTEREST IN PROPERTY

11. Closed financial accounts

None



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

NAME AND ADDRESS
OF INSTITUTIONTYPE OF ACCOUNT, LAST FOUR
DIGITS OF ACCOUNT NUMBER,
AND AMOUNT OF FINAL BALANCEAMOUNT AND
DATE OF SALE
OR CLOSING

12. Safe deposit boxes

None



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

NAME AND ADDRESS
OF BANK OR
OTHER DEPOSITORYNAMES AND ADDRESSES
OF THOSE WITH ACCESS
TO BOX OR DEPOSITORYDESCRIPTION
OF CONTENTSDATE OF TRANSFER
OR SURRENDER, IF ANY

13. Setoffs

Amended Schedules Pg 15 of 20

None



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

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

None



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

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

None



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

ADDRESS	NAME USED	DATES OF OCCUPANCY
6113 Tom Way Elk Grove, CA 95757	Felix O. Abu	10/05-9/12

16. Spouses and Former Spouses

None



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

NAME

17. Environmental Information.

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

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

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

"Hazardous Material" means anything defined as such under any Federal or State law, including but not limited to, hazardous waste, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

- None ☒ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
--------------------------	--	-------------------	----------------------

- None ☒ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
--------------------------	--	-------------------	----------------------

- None ☒ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
--	---------------	--------------------------

18. Nature, location and name of business

- None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

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

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

NAME	LAST FOUR DIGITS OF SOCIAL SECURITY OR OTHER INDIVIDUAL TAXPAYER I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Economy Cleaners/Best Cleaners	2458	7101 Franklin Blvd. Sacramento, CA 95823	Cleaners	4/05

- None ☒ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

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

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

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

19. Books, records and financial statements

- None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS

DATES SERVICES RENDERED

Accounting/Income Tax Services
P.O. Box 292291
Sacramento, CA 95829-2291

For 2011 Tax year

- None ☒ b. List all firms or individuals who within **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME AND ADDRESS

DATES SERVICES RENDERED

- None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

ADDRESS

Accounting/Income Tax Services

P.O. Box 292291
Sacramento, CA 95829-2291

- None ☒ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS

DATE ISSUED

20. Inventories

- None ☒ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT OF INVENTORY
(Specify cost, market or other basis)

None



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

DATE OF INVENTORY

NAME AND ADDRESSES OF CUSTODIAN
OF INVENTORY RECORDS**21 . Current Partners, Officers, Directors and Shareholders**

None



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

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

None



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

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP**22 . Former partners, officers, directors and shareholders**

None



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

NAME

ADDRESS

DATE OF WITHDRAWAL

None



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

NAME AND ADDRESS

TITLE

DATE OF TERMINATION

None



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

NAME & ADDRESS
OF RECIPIENT,
RELATIONSHIP TO DEBTOR

DATE AND PURPOSE
OF WITHDRAWAL

AMOUNT OF MONEY
OR DESCRIPTION
AND VALUE OF PROPERTY

24. Tax Consolidation Group

None



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

NAME OF PARENT CORPORATION

TAXPAYER IDENTIFICATION NUMBER (EIN)

25. Pension Funds

None



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

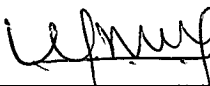
NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

* * * * *

[If completed by an individual or individual and spouse] Schedules Pg 20 of 20

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

Date 10/30/2012

 Signature of Debtor

Date _____

Signature of Joint Debtor (if any)

[If completed on behalf of a partnership or corporation]

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

Date _____

Print Name and Title

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

____ continuation sheets attached

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

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

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

DOROTHY VAUGHN

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

556-72-8877

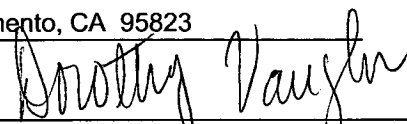
Social Security No (Required by 11 U.S.C. § 110.)

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

7300 Lincolnshire Drive #200

Sacramento, CA 95823

Address


 Signature of Bankruptcy Petition Preparer

10/30/2012

Date

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

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

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

Exhibit 6

Amended Summary of Schedules

Case 12-36170-7
 Amended Summary of Schedules
 UNITED STATES BANKRUPTCY COURT
 EASTERN DISTRICT OF CALIFORNIA

In re

FELIX O. ABU

Case No. 12-36170-B-7

Debtor(s).

AMENDMENT COVER SHEET

Amendment(s) to the following petition, list(s), schedule(s), or statement(s) are attached hereto:

- ☐ Petition ☐ Statement of Financial Affairs
☐ Creditor Matrix ☐ Statement of Intention
☐ List of 20 Largest Unsecured Creditors ☐ List of Equity Security Holders
☒ Schedules (check appropriate boxes). See Instruction #4 below.
☐ A ☒ B ☒ C ☐ D ☐ E ☐ F ☐ G ☐ H ☐ I ☐ J
☐ Summary of Schedules (includes Statistical Summary of Certain Liabilities and Related Data)
REQUIRED IF AMENDING SCHEDULE(S) A, B, D, E, F, I, OR J.

Purpose of amendment (check one):

- ☐ To add pre-petition creditors, delete creditors, change amounts owed or classification of debt (**30.00 fee required**, provided the judge may, for good cause, waive the charge in any case.) NOTE: Lists, schedules and statements that add or change creditors must be accompanied by an amended matrix listing only the creditors added or changed.
☒ No pre-petition creditors were added, creditors deleted, or amounts owed or classifications of debt changed.

NOTICE OF AMENDMENT TO AFFECTED PARTIES

Pursuant to Federal Rule of Bankruptcy Procedure 1009(a), I certify that notice of the filing of the amendment(s) checked above has been given this date to the Trustee in this case, and to any and all entities affected by the amendment, together with a copy of the notice of meeting of creditors, the discharge (if one has been entered), a subsequent notice to file claims (if one has been issued), and any other document affecting the rights of the added creditors. **(NOTE: Proof of service, indicating that service has been made, must be filed with the Court.)**

Dated: 5/30/2013

Attorney's [or Pro Se Debtor's] Signature:

Printed Name:

Mailing Address:

FELIX O. ABU

6999 ROMANZO WAY

ELK GROVE, CA 95758

DECLARATION BY DEBTOR

I(We), the undersigned debtor(s), hereby declare under penalty of perjury that the information set forth in the amendment(s) attached hereto, consisting of ___ pages, is true and correct.

Dated: 5/30/2013

Dated:

Debtor's Signature

Joint Debtor's Signature

INSTRUCTIONS

- Use this cover sheet **ONLY** when filing amended petitions, lists, schedules and statements. **Do not use an amendment cover sheet when submitting amended plans or amendments to plans.**
- Include the word "Amended" in the title of each amended document.
- Amendments to property schedules (A and B), creditor schedules (D, E, and F), or income/expenses schedules (I and J) must be accompanied by an amended Summary of Schedules. Updates to the schedule totals will not be made unless the summary is filed.
- Amendments to add creditors or change their names/addresses must consist of the amended schedule(s) with a notation to the right of the creditor entry of "A" if the creditor is being added or "C" if it is being changed. **Failure to include "A" and "C" notations on amended schedules may result in duplicate or multiple listings on master mailing lists.**
- Amendments which add or change creditors must be accompanied by a separately filed amended matrix containing **ONLY** the additions/changes so that the creditors may be downloaded into the case. The matrix must not contain the "A" or "C" notations.
- When e-Filing an amended matrix, you must submit two separate files: a PDF file containing the amendment cover sheet for the matrix, and a text file containing the creditors in the standard master address list format. These two files must be uploaded together.
- Federal Rule of Bankruptcy Procedure 1009 requires the debtor to give notice of an amendment to the trustee and to any entity affected thereby. **Notice of the amendment WILL NOT be given by the Clerk's Office.** To comply with this requirement, the debtor's attorney or Pro Se debtor must give notice to the trustee and any entity affected by the amendment by serving all previous court notices including, but not limited to, the notice of meeting of creditors, discharge of debtor, etc. A proof of service, indicating that service has been made, must be filed with the court.
- Checks and money orders should be payable to "Clerk, U.S. Bankruptcy Court." **(NOTE: No personal checks will be accepted.)**

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court Eastern District Of California

In re FELIX O. ABU,
 Debtor

Case No. 12-36170-B-7

Chapter 7

SUMMARY OF SCHEDULES

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

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	NO		\$		
B - Personal Property	YES	6	\$ 209,082.00		
C - Property Claimed as Exempt	YES	2			
D - Creditors Holding Secured Claims	NO			\$	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	NO			\$	
F - Creditors Holding Unsecured Nonpriority Claims	NO			\$	
G - Executory Contracts and Unexpired Leases	NO				
H - Codebtors	NO				
I - Current Income of Individual Debtor(s)	NO				\$
J - Current Expenditures of Individual Debtors(s)	NO				\$
TOTAL		8	\$ 209,082.00	\$	

B 6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court Eastern District Of California

In re FELIX O. ABU,
 Debtor

Case No. 12-36170-B-7

Chapter 7

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

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

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

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

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

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	\$ 0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	\$ 0.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	\$ 0.00
Student Loan Obligations (from Schedule F)	\$ 0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	\$ 0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	\$ 0.00
TOTAL	\$ 0.00

State the following:

Average Income (from Schedule I, Line 16)	\$ 0.00
Average Expenses (from Schedule J, Line 18)	\$ 0.00
Current Monthly Income (from Form 22A Line 12; OR , Form 22B Line 11; OR , Form 22C Line 20)	\$ 0.00

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column	\$ 0.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column.	\$ 0.00
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column	\$ 0.00
4. Total from Schedule F	\$ 0.00
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)	\$ 0.00

In re FELIX O. ABU
Debtor

Case No. 12-36170-B-7
(If known)

SCHEDULE B - PERSONAL PROPERTY

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

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

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

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.	X			
2. Checking, savings or other financial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and home-stead associations, or credit unions, brokerage houses, or cooperatives.		Bank of America, Checking and Savings Accts. Chase Bank, Checking and Savings Account F& M Bank (Business Checking Account)		1,000.00 400.00 350.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Household furniture, furnishings, appliances, electronics at residence		1,000.00
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Wearing apparel of Debtor at residence		500.00
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			

In re Debtor Case No. (If known)

SCHEDULE B - PERSONAL PROPERTY
 (Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		CalPers Retirement, Nationwide 401K & 457 Savings Plan		166,935.00
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		U.C. Davis Retirement Plan Ameritrade Stock and Scottrade Stock		19,000.00 6,145.00
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A -- Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.		Tom Way Trust (real prperty is only in this Trust)(Property upside down in value)		0.00
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		See Attachment Statement for #21		5,000.00

In re FELIX O. ABU Case No. 12-36170-B-7
Debtor (If known)

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2000 Mercedes Benz E320, 46,000 Miles 1991 Toyota Previa Van, 150,000 Miles		4,500.00 1,500.00
26. Boats, motors, and accessories.	X	1994 bmw, 173,000 Miles		1,500.00
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Converyer (not working), Cash Register, Computer and printer, located at business		500.00
29. Machinery, fixtures, equipment, and supplies used in business.		Business Inventory		752.00
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			
continuation sheets attached Total ➤				\$ 209,082.00

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

FELIX O. ABU, DEBTOR

CASE NO: 12-36170-B-7

SCHEDULE B

Type of Property: Other Contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights of setoff claims. Give estimated value of each.

1. National Mortgage Settlement, Claim #0010062197 (Claim amount undetermined),
2. Residential Capital, LLC Settlement Claim #246 (Case No. 12-12020) (Proof of claim confirmation) Nothing done to-date.
3. Executive Trustee Services, LLC Settlement, Claim #241 (Case No. 12-20208) (Proof of claim confirmation) Nothing done to-date.
4. Claim for real property located at 6999 Romanzo Way, Elk Grove, CA 95758, Debtor to file District Court Complaint regarding status of real property. Previously filed Adversary Complaint, Case No.: 13-02020 based on illegal sale of real property. Felix O. Abu, Plaintiff vs. GMAC/ALLY Bank, Inc. a Delaware Corporation, U. S. Bank National Association on Behalf of Greenpoint Mortgage Funding Trust, Series 2007-AR2's and any known or unknown dba used by GMAC/ALLY Bank, Inc., a Delaware Corporation, Does 1-50, Defendants. Fraudulent Unlawful Detainer Action against Debtor. Claim for fraudulent conveyance, violation of Bankruptcy Laws, Fraudulent Misrepresentation and Negligence, Violation of the Fair Credit Reporting Act, Tila, Respa and Quiet Title.
5. Claim against Bank of America for fraudulent conveyance, mortgage fraud, violation of Bankruptcy Laws, Fraudulent Misrepresentation and Negligence, violation of false claims acts settlement (case No: 11-3270), Violation of the Fair Credit Reporting Act, Tila, Respa and Quiet Title; mortgage analysis, and improper application of mortgage payments, which increase the loan total loan balance or total amount of total loan owed on the mortgage; Inflated claim by Bank of America for total loan amount owed. Failure to adhere to consent Judgment agreed and signed with Attorney General of United States. Failure to do modification in spite of Debtor being qualified under the HAMP program (Anti HAMP modification practices).

AO 451 (Rev. 01/09; DC 4/10) Clerk's Certification of a Judgment to be Registered in Another District

UNITED STATES DISTRICT COURT
for the
District of Columbia

UNITED STATES OF AMERICA et al

Plaintiff

v.

BANK OF AMERICA CORPORATION et al

Defendant

Civil Action No. 12cv361-RMC

CLERK'S CERTIFICATION OF A JUDGMENT TO BE REGISTERED IN ANOTHER DISTRICT

I certify that the attached judgment is a copy of a judgment entered by this court on (date) 04/04/2012.

I also certify that, as appears from this court's records, no motion listed in Fed. R. App. P. 4(a)(4)(A) is pending before this court and that no appeal has been filed or, if one was filed, that it is no longer pending.

Date: 09/26/2012

ANGELA D. CAESAR, CLERK OF COURT

/s/ Reginald D. Johnson

Signature of Clerk or Deputy Clerk

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

FIRST CLASS
US POSTAGE PAID
EL SEGUNDO CA
PERMIT NO. 45049

Felix O. Abu
6999 Romanzo Way
Elk Grove, CA 95758

PROOF OF CLAIM CONFIRMATION

Your proof of claim filed against Residential Capital, LLC,
case no 12-12020 was received on 7/2/2012
and assigned claim number 246

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



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

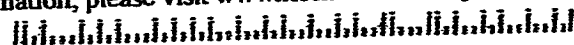
FIRST CLASS
US POSTAGE PAID
EL SEGUNDO CA
PERMIT NO. 45049

Felix O. Abu
6999 Romanzo Way
Elk Grove, CA 95758

PROOF OF CLAIM CONFIRMATION

Your proof of claim filed against Executive Trustee Services, LLC,
case no 12-12028 was received on 7/2/2012
and assigned claim number 241

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



In re FELIX O. ABU
Debtor

Case No. 12-36170-B-7
(If known)

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)

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

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

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
Residence: 6999 Romanzo, Elk Grove, CA	CCCP 703.140(b)(5)	14,325.00	0.00
Real Property: 6113 Tom Way, Elk Grove, CA	CCCP 703.140(b)(5)	0.00	250,000.00
Bank of America Checking and Savings	CCCP 703.140(b)(5)	1,000.00	1,000.00
Chase Bank Checking and Savings	CCCP 703.140(b)(5)	400.00	400.00
F&M Business Checking Account	CCCP 703.140(b)(5)	350.00	350.00
Household furniture, appliances, electronics, etc	CCCP 703.140(b)(3)	1,000.00	1,000.00
Wearing apparel of Debtor	CCCP 703.140(b)(3)	500.00	500.00
CalPers Retirement	CCCP 703.140(b)(10)(E)	0.00	0.00
Nationwide 401K &457 Savings Plan	CCCP 703.140(b)(10)(E)	166,935.00	166,935.00
U. C. Davis Retirement Plan	CCCP 703.140(b)(10)(E)	19,000.00	19,000.00
Ameritrade Stock	CCCP 703.140(b)(10)(E)	3,145.00	3,145.00

* Amount subject to adjustment on 4/1/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

In re FELIX O. ABU
Debtor

Case No. _____
(If known)

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

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DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
Scittrade Stock	CCCP 703.140(b)(10)(E)	3,000.00	3,000.00
Tom Way Trust (real property in Trust only)	CCCP 703.140(b)(5)	0.00	250,000.00
See Attached Statement to Schedule B #21	CCCP 703.140(b)(5)	5,000.00	5,000.00
2000 Mercedes Benz E320 46,000 Miles	CCCP 703.140(b)(2)	2,700.00	4,500.00
2000 Mercedes Benz E320	CCCP 703.140(b)(5)	1,800.00	4,500.00
1991 Toyota Previa Van, 150,000 Miles	CCCP 703.140(b)(5)	1,500.00	1,500.00
1994 BMW, 173,000 Milers	CCCP 703.140(b)(5)	1,500.00	1,500.00
Coveryer (not working), cash register, computer and Printer	CCCP 703.140(b)(6)	500.00	500.00
Business Inventory	CCCP 703.140(b)(6)	752.00	752.00

* Amount subject to adjustment on 4/1/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.