

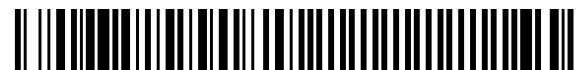
**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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

**ORDER GRANTING RESCAP BORROWER CLAIMS TRUST'S NINETY-FIFTH  
OMNIBUS OBJECTION TO CLAIMS ((I) NO LIABILITY BORROWER CLAIMS,  
(II) REDUCE AND ALLOW BORROWER CLAIMS AND (III) ALLOW IN FULL  
BORROWER CLAIM)**

Upon the ninety-fifth omnibus objection to claims (ECF Doc. # 10296, the "Objection")<sup>1</sup> 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 (ECF Doc. # 3294) (the "Procedures Order"), disallowing and expunging the No Liability Borrower Claims, reducing the Reduce and Allow Borrower Claim, and allowing the Allow in Full 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 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Objection

<sup>1</sup> Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in 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 Ninety-Fifth Omnibus Objection to Claims ((I) No Liability Borrower Claims, (II) Reduce and Allow Borrower Claims, and (III) Allow in Full Borrower Claim)* annexed thereto as Exhibit 2, and the *Declaration of Norman S. Rosenbaum in Support of the ResCap Borrower Claims Trust's Ninety-Fifth Omnibus Objection to Claims ((I) No Liability Borrower Claims, (II) Reduce and Allow Borrower Claims, and (III) Allow in Full 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 a hearing held on the Objection on March 23, 2017; and after due deliberation and sufficient cause appearing therefor, it is

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

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

ORDERED that pursuant to section 502(b) of the Bankruptcy Code, the claims listed on Exhibit B annexed hereto (the "Reduce and Allow Borrower Claims") are hereby reduced and allowed as provided for on Exhibit B; and it is further

ORDERED that pursuant to section 502(b) of the Bankruptcy Code, claim number 3848 filed by Atilla and Cicek Durmaz (the “Allow in Full Borrower Claim”) is hereby allowed as a general unsecured claim against Debtor GMAC Mortgage, LLC in the filed amount of \$32,718.42 and shall receive the treatment provided for Allowed Borrower Claims against the GMACM Debtors provided for in Article III.D.2(f) of the Plan; and it is further

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

ORDERED that KCC is directed to modify the Reduce and Allow Borrower Claims as set forth on the schedule attached as Exhibit B hereto so that such claims are reflected on the Claims Register in a manner consistent with this Order; and it is further

ORDERED that KCC is directed to reflect on the Claims Register that the Allow in Full Borrower Claim is allowed as a general unsecured claim against GMAC Mortgage, LLC in the amount of \$32,718.42; 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 (ECF Doc. # 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 other than the Allow in Full Borrower Claim and the

claims listed on Exhibit A or Exhibit B 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 or Exhibit B annexed hereto or the Allow in Full Borrower Claim; 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, Reduce and Allow Borrower Claim identified on Exhibit B annexed hereto, and the Allow in Full Borrower Claim, 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.

**IT IS SO ORDERED.**

Dated: April 26, 2017  
New York, New York

/s/ Martin Glenn  
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
2549	<p>Michael Davalos</p> <p>2185 Brookside Ln SE Roanoke, VA 24014</p> <p>\$247,000</p> <p>GMAC Mortgage, LLC</p> <p>General Unsecured</p>	Wrongful Foreclosure	<p>Loan was originated by USAA Federal Saving Bank on October 9, 2007. Debtor GMAC Mortgage, LLC purchased the loan from USAA and transferred its interest to Fannie Mae. Debtors serviced the loan under a private label servicing agreement with USAA from origination until servicing was transferred to Ocwen Loan Servicing, LLC on February 16, 2013.</p> <p>Claimant asserts (direct quote): "Fraud leading to foreclosure, lawsuit pending in Circuit Court of Roanoke City, Virginia filed in 2011, CL 11-295" as basis for claim in box 2 of the proof of claim form. Attached to the proof of claim was the lawsuit Claimant filed in Roanoke City, VA CL 11-295. A letter was sent to the claimants for additional information on June 21, 2013. Claimant responded on July 22, 2013, In the Claimant Response Letter Claimant states the Basis of Claimant as: "The basis for and the amount of Mr. Davalos's claim in this bankruptcy is the same as in his lawsuit filed against GMAC Mortgage LLC in Roanoke City Circuit Court. The amount sought is for actual damages, statutory damages, punitive damages, and attorney's fees as detailed in the attached amended complaint. Redacted attorney time for one of Davalos's counsel is attached showing over \$12,000 in fees. Exhibit to the Complaint, has GMAC's stipulation to the core misrepresentation." Claimant also attached an email to Debtors, redacted attorney time for Claimant's Counsel, a copy of Lawsuit Claimant filed in Roanoke City, VA CL 11-295.</p> <p>Claimant asserts wrongful foreclosure as the account was under review for a loan</p>	Page 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>modification. Debtors have no liability for this allegation as the trial plan for the second loan modification review was not completed due to two of Claimant's payments being returned for insufficient funds and the third loan modification was denied due to Claimant not sending in all documents needed for loan modification review prior to the foreclosure sale date (which prevented the Debtors from even beginning the review).</p> <p>Debtors received workout package on March 31, 2010. The workout package was missing benefit award letter for \$243 monthly income and a completed 456-T tax form. Claimant spoke with Debtors via phone on April 5, 2010. Debtors advised Claimant of missing items needed to complete workout package. Debtors also advised of the pending foreclosure sale on April 12, 2010. Foreclosure sale was postponed on April 7, 2010. Debtors received all necessary documents for workout package on April 13, 2010. Debtors approved a three month trial plan on April 19, 2010 with payments of \$652.78 due on the 29<sup>th</sup> of April, May, and June 2010.</p> <p>On June 16, 2010, the trial payment Claimant made on May 29, 2010 in amount of \$665.28 was returned for insufficient funds and a letter was mailed to Claimant informing him of the returned payment on June 17, 2010. A replacement payment was not received, resulting in the loan modification being denied. A denial letter was mailed to Claimant on July 12, 2010 informing Claimant of the loan modification not being approved. In addition to the May 29, 2010 payment</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>being returned, the final payment was also returned for insufficient funds on July 14, 2010 in the amount of \$625.41 and a letter was mailed to Claimant July 15, 2010 advising of the payment being rejected for insufficient funds. Debtors also mailed a Breach letter to Claimant on July 14, 2010. In accordance with HAMP guidelines, the loan was not referred to foreclosure until August 20, 2010, more than 30 days after the loan modification was denied.</p> <p>Claimant spoke with Debtors via phone on September 1, 2010. Claimant provided verbal authorization to speak with third party, Elia Erickson, who wanted to make a payment on the account, Debtors advised Ms. Erickson that due to delinquency on account one payment would not be accepted. Ms. Erickson also inquired about loan modification and Debtors advised that it would have workout package mailed and advised has 15 days to return workout package for review. Debtors received a workout package on September 27, 2010. The workout package was not complete.</p> <p>On October 5, 2010, Debtors sent Claimant a letter indicating that the workout package was not complete and that no review would begin until all of the documents were received. Debtors received additional documents for the workout package on November 3, 2010 however the workout package was still missing documents needed for review. A 15 days missing items letter was mailed to Claimant on November 8, 2010 requesting the additional items needed for workout package. Debtors did not receive missing items needed for loan</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>modification review resulting in the loan modification review being closed on November 29, 2010. The foreclosure sale was held on November 29, 2010.</p> <p>Claimant's wrongful foreclosure claim fails for the additional reason that it seeks to have the foreclosure sale set aside, a remedy that cannot be provided by this Court.</p> <p>Claimant's allegations that GMAC acted fraudulently in servicing his loan under the banner of USAA also fails because Claimant has not alleged how he relied on USAA, rather than GMACM, acting as servicer, or how his behavior would have changed had he known his loan was being serviced by GMACM.</p> <p>Debtors' have no liability for claimant's allegations that it misrepresented that it was the holder of the note on the substitution of trustee, because the actual representation was that "GMACM is the present holder or authorized agent of the holder of the Note." This is not a misstatement, as GMACM, as servicer, is the authorized agent of the holder of the note.</p>	
1039	<p>John C. Grant III and Nancy E. Grant</p> <p>370 Mansfield Ave Darien, CT 06820</p>	Interest and Fees Collected	<p>Non-Debtor USAA Federal Savings Bank originated a loan to Claimants in the amount of \$1,432,000 on March 31, 2005. Debtor GMAC Mortgage serviced the loan from April 13, 2005 until the loan was paid off in February 2012.</p> <p>Claimants assert "services performed" as basis for claim in box 2 of the proof of claim form. Attached to the proof of claim was a payoff letter dated February 16,</p>	Pages 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
	<p>\$15,146.53</p> <p>GMAC Mortgage, LLC</p> <p>General Unsecured</p>		<p>2012. A letter was sent to the claimants for additional information on June 21, 2013. A response was received on July 19, 2013. In the Response Letter, Claimants state the Basis of Claim as (direct quote): “John and Nancy Grant entered into a contract for sale of their property. Prior to closing, the Grants requested that counsel for GMAC Mortgage provide a payoff letter showing all amounts purported by Plaintiff to be due and owing under the Mortgage on the Premises. Upon review of the payoff letter, the Grants determined that some of the charges listed in the payoff letter, including the penalties, late fees and per diem interest, were excessive. The Grants requested that GMAC Mortgage provide the source of authority and back up evidence to substantiate the charges listed in the payoff letter, together with an explanation of how the per diem interest charge of \$180.736415 was calculated. GMAC Mortgage LLC, refused to furnish the source of authority and back up evidence to substantiate the charges listed in the payoff letter. On February 16, 2012, the Grants conveyed the Premises to the buyers and paid off the Mortgage on the Premises together with all charges listed in the payoff letter. In paying the excessive charges listed in the payoff letter, including without limitation, the penalties, late fees, and per diem interest, GMAC Mortgage benefited from receiving monies in excess of what was owed by the Grants to their detriment. As a result, GMAC Mortgage was unjustly enriched while John and Nancy Grant have sustained damages. Accordingly, the Grants filed a counterclaim for unjust enrichment against GMAC Mortgage.” Claimants attached the same documents to the response that were attached to</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 original Proof of Claim.</p> <p>Claimant asserts that some of the charges on the payoff letter, including penalties, late fees and per diem interest were excessive. Debtors have no liability in this claim as the fees, penalties and per diem interest were assessed appropriately.</p> <p>At the time of payoff, the account was past due for March 1, 2010 through February 1, 2012 payments resulting in \$99,328.29 in interest due on the account and \$11,523.92 due in late fees assessed in accordance with the mortgage note, section 7 that states "If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment."</p> <p>The per diem interest would have been calculated by taking the principal balance due, \$1,319,376.09 (found on payment history) times the interest rate of 5% (found on mortgage note) and then divide by 365 days in a year: \$1,319,376.09 * 0.05 = \$65,968.80/365= \$180.736415 which matches what the Claimant was advised.</p>	

Claim No(s).	Name and Address  Claim Amount  Asserted Debtor Name	Reason(s) for Disallowance	No Liability Summaries	Corresponding Page # in Omnibus Objection
5634	<p>Aubrey Manuel</p> <p>1036 W 46<sup>th</sup> Street Los Angeles, CA 90037</p> <p>\$170,000</p> <p>GMAC Mortgage, LLC</p> <p>General Unsecured</p>	<p>Loan Modification; Wrongful foreclosure</p>	<p>GreenPoint Mortgage Funding originated the loan on February 17, 2006 in amount of \$380,000. Debtors' involvement with Claimant's loan was limited to servicer of the loan. Debtor GMAC Mortgage, LLC serviced the loan from May 3, 2006 until servicing transferred to Ocwen Loan Servicing, LLC on February 16, 2013.</p> <p>Claimant asserts "illegal foreclosure" as basis for claim. Claimant also attached a record of the documents filed in Superior Court Case Number BC473015 against Greenpoint Mortgage. A letter was mailed to Claimant on June 21, 2013 requesting additional information and Claimant replied on July 22, 2013.</p> <p>Debtors have no liability for wrongful foreclosure claims and loan modification claims because Debtors handled all aspects of the loan modification process appropriately and Claimant was not damaged by the assistance Debtors provided to Claimant.</p> <p>Debtors' records show that Claimant's account fell behind when the November 1, 2008 payment was not made within the month due. An Options to Avoid Foreclosure Letter was mailed to Claimant on December 15, 2008 as the account was due for November and December 2008 payments at that time.</p> <p>A Breach Letter was mailed to Claimant on February 17, 2009 as the account was due for December 2008 through February 2009 payments. This letter advised Claimant had 30 days to bring account current or the loan could be referred to</p>	<p>Pages 8-9</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>foreclosure. A second Breach Letter was mailed to Claimant on March 17, 2009 as the account was due for January 2009 through March 2009 payments. This letter advised Claimant had 30 days to bring account current or the loan could be referred to foreclosure.</p> <p>Claimant spoke with Debtors via phone on April 1, 2009. Debtors referred Claimant to a website to obtain workout package and apply for a loan modification. Debtors did not receive a workout package for review and on April 16, 2009 a Loss Mitigation Foreclosure Referral Letter was mailed to Claimant.</p> <p>On April 20, 2009, the account was referred to foreclosure. At that time, the account was due for January 2009 through April 2009 payments. On May 6, 2009, Debtors received a workout package for review, however, proof of income was missing in the workout package.</p> <p>Claimant filed Chapter 13 bankruptcy petition on August 14, 2009, Case # 0931592-2 resulting in the foreclosure being placed on hold while in active bankruptcy. The bankruptcy case was dismissed on September 20, 2009 and the foreclosure hold was removed.</p> <p>Claimant filed a Chapter 7 bankruptcy petition on October 30, 2009, Case # 09-40121-1. Debtors were granted relief from Claimant's bankruptcy stay on May 31, 2010. Debtors removed foreclosure hold on June 1, 2010. Claimant spoke with Debtors via phone on June 22, 2010. Debtors advised Claimant that he</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>needed to submit a complete workout package 7 days prior to foreclosure sale in order to be considered for a loan modification. Debtors received workout package from Claimant on June 22, 2010. Claimant spoke with Debtors via phone on June 25, 2010. Debtors advised Claimant of the missing documents needed to complete the workout package and was advised these documents were needed as soon as possible as the foreclosure sale cannot be stopped once the property is 7 business days from sale. Debtors received missing workout documents on June 28, 2010. The foreclosure sale was placed on a 30 day hold on July 6, 2010 as a complete package was received on June 28, 2010.</p> <p>The Claimant was denied a HAMP loan modification on July 6, 2010 due to the property being non-owner occupied and a new foreclosure sale date was scheduled for August 9, 2010. The property went to foreclosure sale on August 9, 2010.</p> <p>Claimant filed his first lawsuit on September 14, 2012 against GreenPoint Mortgage Funding, Inc. and GMACM, case number BC445537. After the court sustained the demurrer with leave to amend, Claimant file an amended complaint, to which the court against sustained a demurrer from GMACM with leave to amend. Claimant filed a second amended complaint on May 31, 2011, but voluntarily dismissed the case without prejudice on August 10, 2011. Claimant agreed to dismiss the first lawsuit without prejudice if GMACM would reconsider him for a loan modification. However, GMACM never guaranteed</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>that he would be approved for a loan modification. GMACM subsequently reviewed Claimant for a loan modification and determined that he did not qualify.</p> <p>Claimant then filed a second case in California Superior Court, case no. 473015, on November 7, 2011. After GMACM filed a demurrer, the court dismissed the case with prejudice on July 16, 2012. Claimant appealed and the appeal was stayed as a result of the bankruptcy cases.</p> <p>Based on the facts and reasons stated above, the proof of claim does not give rise to liability for claims of “breach of covenant of good faith and fair dealing” or “unfair business practice.”</p> <p>GMACM previously objected to this claim as part of the ResCap Borrower Claims Trust’s Sixty-Ninth Omnibus Objection to Claims (No Liability Borrower Claims) [Docket No. 7188]. After filing that objection, the Borrower Trust received a response from Claimant. The parties agreed to continue the hearing on the objection and entered into negotiations to enter into a stipulation to lift the automatic stay to permit the California litigation to continue. However, Claimant ceased responding to the Trust’s efforts in late 2014.</p>	





**Exhibit B**

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reduced Claim Amount	Reduce and Allow Summaries	Corresponding Page # in Omnibus Objection
1524	<p>Letha M McAllister</p> <p>7208 Clifford Dr. Columbia, SC 29223</p> <p>\$61,530</p> <p>GMAC Mortgage, LLC</p> <p>General Unsecured</p>	<p>\$15,000</p> <p>GMAC Mortgage, LLC</p> <p>General Unsecured</p>	<p>Loan was originated by First Republic Mortgage Corporation on January 29, 1999. Debtor Residential Funding Company purchased the loan from First Republic. The loan was originally securitized where Bankers Trust Company was appointed as trustee. The loan was later transferred and again securitized on or about July 1, 2005 where JP Morgan Chase Bank was appointed as trustee. Homecomings Financial Network serviced the loan from March 1, 1999 until servicing transferred to GMAC Mortgage, LLC on July 1, 2009. GMAC Mortgage serviced the loan until servicing was transferred to Ocwen Loan Servicing, LLC on February 16, 2013.</p> <p>On the proof of claim, Claimant states the basis of damages as "violation of settlement agreement by GMAC, attorney's fees and punitive damages." In response to a request for more information, Claimant provided an adversary complaint filed by Claimant against Debtor GMAC Mortgage on December 2, 2011, in the US Bankruptcy Court, District of South Carolina, BK Case No. 03-03425. The adversary complaint relates to a previous adversary proceeding also filed by Claimant in a prior bankruptcy in which a settlement was entered into between Claimant and Debtor Homecomings Financial on or about June 16, 2009. Claimant alleges that Debtor GMAC Mortgage has violated the settlement agreement by failing to mark the account as current and that this failure is a violation of SCC 29-3-320 and a violation of the discharge injunction under 11 USC Section 524. Claimant also alleges that Debtor failed to correct credit reporting as</p>	Pages 10-11

Claim No(s).	Name and Address  Claim Amount  Asserted Debtor Name	Reduced Claim Amount	Reduce and Allow Summaries	Corresponding Page # in Omnibus Objection
			<p>required by the settlement agreement.</p> <p>Based on the Settlement agreement signed June 16, 2009, Debtors were to: 1) mark both the first and second mortgages "current" as of June 1, 2009; 2) credit Claimant's account for any late charges, BPO's and property inspection fees assessed to either loan after April 7, 2008; 3) delete any negative trade reference reported to any credit bureau after April 7, 2008; and 4) pay to counsel for Claimant the sum of \$3,500 for attorney fees. After reviewing the Debtors' servicing notes the Borrower Trust acknowledges that there is 1) no record of the first or second mortgage being marked current in the payment history or the servicing notes; 2) no record of either account being credited for late charges, BPO's, or inspection fees at the time of the settlement being completed; 3) there is nothing in the servicing notes documenting that the credit bureaus were contacted to remove the negative reporting from April 2008 through June 2009; and 4) servicing notes and payment history do not reflect that \$3,500 was paid out for attorney fees.</p> <p>Claimant provides no explanation for her asserted claim amount of \$61,530. On the civil cover sheet for the adversary proceeding, Claimant listed a demand of \$15,000. As a result, the claim should be reduced to \$15,000 and allowed as a general unsecured claim in that amount.</p>	

Claim No(s).	Name and Address Claim Amount Asserted Debtor Name	Reduced Claim Amount	Reduce and Allow Summaries	Corresponding Page # in Omnibus Objection
4921	Latif Matt and Roxanne Bonser  1322 W. Fairview St. Allentown, Pa 18102  \$10,470  GMAC Mortgage, LLC  General Unsecured	\$789  GMAC Mortgage, LLC  General Unsecured	Debtor GMAC Mortgage originated the loan on August 10, 2001 in amount of \$19,000 and serviced the loan until it was extinguished July 2012. The loan was an interest only loan, meaning that monthly payments did not reduce the loan's principal balance.  Claimants assert "damages in 11-02080, (Bky E.D.Pa)" as basis for claim. Claimants also attached a breakdown of damages. A letter was mailed to Claimants on June 21, 2013 requesting additional information however there was no response received from Claimants. In the complaint filed in the adversary proceeding, Claimants assert that the Debtors improperly charged fees to Claimants because the amount of fees that were charged exceeded the amount of fees claimed on the proof of claim filed by Debtor GMACM in Claimants' bankruptcy case. Claimants also assert that Debtors failed to apply payments made by Claimants to the principal balance of their loan.  Claimants filed a voluntary petition for bankruptcy under chapter 13 of the bankruptcy code on March 8, 2007. GMACM filed a proof of claim in the bankruptcy, asserting a claim for \$4,355.30, which was based on \$1,156.50 in fees and costs and \$3,198.80 in delinquent payments. On March 6, 2008, the bankruptcy plan was confirmed, which provided for payment of the amount owed to GMACM.  The Debtors are not liable for failing to reduce claimants' principal balance with	Pages 10-11

Claim No(s).	Name and Address  Claim Amount  Asserted Debtor Name	Reduced Claim Amount	Reduce and Allow Summaries	Corresponding Page # in Omnibus Objection
			<p>each payment because claimants' loan was an interest only loan, and therefore the payments that were made did not cover any of the loan principal. The Borrower Trust reviewed the payment history on Claimants' loan and determined that each payment was properly applied to claimants' account. Claimants asserted that their account should have been current once their bankruptcy plan was completed, but the payments made under their bankruptcy plan only covered payments that were owing prepetition; it did not cover payments that were due after the claimants' petition date. Claimants did not make all of the payments that were due after the bankruptcy petition date, which is the reason that their account continued to be delinquent after they completed payments under their bankruptcy plan.</p> <p>The Debtors are not liable for improperly charging any fees after the commencement of claimants' bankruptcy case on March 8, 2007. The Borrower Trust reviewed the fees that were charged after the bankruptcy was filed, and did not identify any fees charged that were improper. Claimants allege that the fees charged were improper because they exceed the amount of fees that GMACM indicated in GMAC's proof of claim. However, the fees included in GMACM's proof of claim accounted only for fees incurred as of the commencement of claimants' bankruptcy case. Additional fees were levied against the account after the commencement of the bankruptcy case, and there is nothing in the Debtors' books and records to suggest those fees were improper.</p>	

Claim No(s).	Name and Address  Claim Amount  Asserted Debtor Name	Reduced Claim Amount	Reduce and Allow Summaries	Corresponding Page # in Omnibus Objection
			<p>According to the Debtors' books and records, the Debtors improperly charged fees to claimants' account before claimants' bankruptcy petition date that were not part of the proof of claim filed by GMACM. As of March 8, 2007, the Claimants had been charged a total of \$1,756.50 in fees, \$600 more than the amount claimed on GMACM proof of claim. Debtors' books and records do not reflect that the \$600 was ever credited to the claimants account after the claimants' bankruptcy plan was confirmed. As a result, the claim should be reduced to \$600, plus interest. In Pennsylvania, prejudgment interest is awarded at the statutory rate of 6%. See 41 P.S. § 202. Thus, an annual interest payment of \$36 (per diem interest of \$0.10) was earned on \$600. Thus, in the five years and 65 days that past between the claimants' petition date and the Debtors' petition date, \$189 in interest accrued, for a total claim amount of \$789.</p>	