## United States Bankruptcy Court <br> SOUTHERN DISTRICT OF NEW YORK MANHATTAN DIVISION

In re:
RESIDENTIAL CAPITAL, LLC et al. DEBTORS.

## Address:

Residential Capital,LLC
1177 Avenue of the Americas
New York, NY 10036
NEW YORK-NY
Tax ID / EIN: 20-1770738
aka Residential Capital Corporation

NOTICE OF MOTION FOR LEAVE TO FILE PROOF OF CLAIM OUT OF TIME AND MOTION TO ALLOW CLAIMANT TO CONTINUE TO LITIGATE DEBTOR IN THE DISTRICT COURT FOR NONDISCHARGEABILITY DETERMINATION

To the Honorable United States Bankruptcy Court Judge for the Southern District of New York Manhattan Division:

Notice is hereby given that claimant Lolina Porter, pro se, hereby respectfully and humbly appeals to and move the United States Bankruptcy Court for the Southern District of New York Manhattan Division from the Order entered February 11, 2016 (ECF Doc. \#9618).

In conformity with the Official Bankruptcy Form 420A (Notice of Motion or Objection) (12/16), claimant submits the following:

## I. BACKGROUND

In October 2010, the claimant Porter's filed civil action as Pro Se Plaintiff against GMAC at the Chancery Court of Shelby County, Tennessee For the Thirtieth Judicial District at Memphis is meritorious. Please find attached copy of Porter's First Civil Complaint against GMAC, et.al. (EXHIBIT I).

Claimant filed for the following actions in her October 2010 Civil Complaint:
a. Complaint and Emergency Motion to Set Aside Foreclosure Judgment and Sale of Real Property (Motion Granted)
b. Motion for Permanent Injunctive Relief Barring Future Sale of Real Property by Defendants (Motion Granted, but right after Aurora managed to get out of the subject civil case while Plaintiff was not able to reply to object to any of Aurora's motions because Claimant Porter/Plaintiff's daughter got kidnapped on December 16, 2010 and she focused on being available for saving and restoring the life of her 9 year old daughter from severe PTSD and suicidal tendency, while GMAC in 2012 has filed for Chapter 11 Bankruptcy).
c. Motion for Plaintiff's Award for Punitive Damages Including Legal and Equitable Relief (Pending due to GMAC's Chapter 11 Bankruptcy).

Claimant's intent was to be heard and be given the due process of law after an alleged mortgage fraud by GMAC's Homecomings Financials LLC in enforcing a subprime loan on her application, declared and/or stated their desired sugar coated income other than what the Claimant provided as her paystub and income tax returns factual numbers. GMAC's Homecomings Financials enforcing to include a Private Mortgage Insurance through Genworth Insurance as part of Claimant's responsibility to pay based on the standard "sub-prime" lending rules when borrowers only paid $10 \%$ of the sale price towards down payment. Claimant alleged that lenders conspired with private mortgage insurance ("PMI") providers on a sub-prime variable rate loans, that when rates go up and borrowers struggles, that the lenders rather opt to hurry up in foreclosing the home by creating various scenarios where the borrowers are setup to get denied for a Loan Modification so that the mortgage banks can cash in from the private mortgage insurance, hold the property and sell it at a bargain for more cash to them.

GMAC Homecomings transferred only the servicing of the subject property to Aurora Loan Services LLC, an alleged concerted effort by GMAC. Wherein all the aggravation of a faulty loan workout happened during the time when Porter's husband has suffered from ischemic stroke on July 10, 2009 and was in and out of the hospital from July 2009 through mid part of 2012.

Claimant's intent was to be heard and be given the due process of law after losing her investment property (her livelihood) to an alleged wrongful foreclosure of GMAC's new Servicer, the Aurora Loan Services. Subject property was
foreclosed in or around February 4, 2010. According to Aurora Loan Services, Claimant's application for a Loan Modification is "dependent upon the investors" Claimant believes that this is an,obvious scheme just to milk the real estate market and did not care about the Citizens of America who were trying their best to make a living in an honest way, even though the previous US President Barack Obama has declared HOPE Now to help homeowners, Claimant alleged that banks like GMAC and Aurora has continued on this concerted effort to milk the real estate industry.

After foreclosure Aurora Loan Services LLC bought the property as they claim to have the highest bid, however, after owning it, GMAC or Aurora Loan Services or GMAC Homecomings LLC is alleged to have claimed against the PMI through Genworth Insurance (a Private Mortgage Insurance company) for them to get paid for the money equivalent to the Loan Amount the Claimant has borrowed to purchase this subject property, so it is alleged that they got paid, yet they owned the property that they are itchy to sell for more money to them.

Claimant alleged that this may be accomplished through a secretive "pay-toplay scheme" that utilized carefully crafted "excess-of-loss""or purported "quotashare" that were intentionally designed to insulate the lender and when the banks intentionally abused the system for their gain, many Citizens of America including herself loses homes left and right to foreclosure even though the borrowers have tried so hard to apply for a Loan Modification.

At the expense of the borrowers Claimant alleged that these banks has earned a lot of money through wrongfully foreclosing on the homes with PMIs,
collecting from insurance, then reselling the foreclosed property at a lower price so that buyer comes quick and the money goes to the banks' pocket quicker too.

The Chancery Court has scheduled an initial hearing in early part of November 2010 which Porter planned and attended with hopes of being heard and be given due process of law. However, after spending for a plane ticket for a trip from CA to TN to be on time for the hearing, Porter was disappointed when the Judge called for the presence of any of the defendants but none of them came nor advised the court of their planned absence in advance to the initial hearing. The judge has rescheduled for the continuance of the hearing set in January 2011, however on November 29, 2010 defendants removed this case from the Chancery Ocourt to the United States District Court for the Western District of Tennessee.

In or around the week of September 22, 2017, Claimant Porter received a First Class Mail from GMAC's Legal Counsel for Civil Case named Bradley Arant Boult Cummings LLP of Nashville, Tennessee with a Stamp Post Dated September 14, 2017 (Copy Proof of Envelope is attached as EXHIBIT II). In this mail was the GMAC's Motion to Enforce Bankruptcy Order to the United States District Court For the Westerneristrict of Tennessee regarding the Case\# 2:10-cv2858.

In this mail enclosed another set of stapled document, it was the printed copy from PACER of the United States Bankruptcy Court Southern District of New York Judge Martin Glenn's "Order Granting ResCap Liquidating Trust's Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation Order" (EXHIBIT III) recorded on February 11, 2016. Claimant Porter have

[^0]noticed the Annex A - Litigation Parties wherein in the List on Row\#7 is the claimant's name "Lolina Porter", in the list are several columns of which is the "Letter Sent Pursuant to Procedures Order" and on the Claimant's row\#7 it states that this Order was sent on June 30, 2015 and also on November 19, 2015, hence on the respective column "Applicability of Plan Injunction Provisions", on Claimants row\#7 it states that "The party did not file a timely proof of claim".

The Claimant is not disputing the facts stated in the Litigation Parties list, however, Claimant Porter has not received herself, nor opened an envelope containing the "Order Granting ResCap Liquidating Trust's Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation Order" prior to in or around the week of September 22, 2017.

On October 17, 2017, Claimant Porter received a Show Cause Hearing scheduled for October 26, 2017 from the United States District Court For the Western District of Tennessee Western Division set before Chief Magistrate Judge Diane K. Vescovo for the civil case involving Porter and GMAC et al. Claimant Porter prepared her Plaintiff's Response to the Order to Show Cause Hearing and Petition for Continuance, personally attended the October 26, 2017 hearing and hand delivered this document to the Clerk of the Chief Magistrate Judge prior to the start of the Show Cause hearing. Copy of the aforementioned document is attached as (EXHIBIT 3).

## II. CONCLUSION

Since the United States Bankruptcy Court for the Southern District of New York Manhattan Division has jurisdiction over GMAC's Chapter 11 Bankruptcy
pursuant to 28 U.S.C. § 158(a)(1), and Pursuant to Bankruptcy Rule 3003(c)(3) "Time For Filing", Claimant humbly request the honorable Judge for your consideration to allow for her to File Proof of Claim Out of Time using the "excusable neglect" standard (See Pioneer Investment Services Company vs. Brunswick Associates, LP, 507 U.S. 380 (1993).

Claimant also has researched about the possibility of this debt to be one of debts to be categorized by this court as "Nondischargeable" if it is proven on trial that GMAC on behalf of Homecomings Financial entity has indeed committed Mortgage Fraud See United States v. Wells Fargo Bank, N.A., et. al., 12-cv-7527 (S.D.N.Y.), United States v Guild Mortgage Company.

Hence, it is the Claimant's hope that this honorable Bankruptcy Court grant the Claimant to continue to litigate GMAC at the United States District Court.

It is also the Claimant's hope that this honorable Bankruptcy Court bars GMAC (as the debtor) to enforce Bankruptcy Order on Claimant while litigation on this matter continues.

At present, the subject property of the civil case disputed located at 6131 Woodstock View Dr. Millington, TN 38053 is hereby reported by Claimant that the roof is broken and falling apart, it has no electricity and the current owner has not paid its Yard Maintenance HOA dues as specified in the HOA Rules given by the Townhouse Developers when all homeowners bought from them.

## III. WHEREFORE, PREMISES CONSIDERED, CLAIMANT PRAYS:

1) For this Honorable Bankruptcy Court to forgive the Claimant, for she has no intentions of disrespecting the bankruptcy court rules and expectations as the
[^1]Claimant had a family emergency when her 9 year daughter who got kidnapped, was retrieved by the police but was ruined and was endangering her life, that the Claimant had to drop everything including working fulltime as a Software Engineer just to help her daughter cope with the life she now has to live after kidnapping.
2) For this Honorable Bankruptcy Court to acknowledge my statement that only in or around September 22, 2017 is when the Claimant first received and read the Order Granting ResCap Liquidating Trust's Omnibus Motion To Enforce Injunctive Provisions of Plan and Confirmation Order with the List of Litigation Parties. However, the Claimant is not disputing the dates GMAC claimed to have sent the same document to her mailing address.
3) For this Honorable Bankruptcy Court to allow the Claimant to learn if US Bankruptcy Law was created also to protect, and relieve an entity such as GMAC from being punished for "imposing unfair and abusive loan terms on borrowers" or "predatory lending", and that they can walk away without being responsible for the wrong actions made by them which caused a lot of family in distressed, felt violated, and deceived for the Defendant's greater gain.
4) For this Honorable Bankruptcy Court to order GMAC to pay Compensatory Damages to Claimant, which are intended to restore what Claimant has lost as a result of GMAC's wrongful conduct in foreclosing the property that is part of her livelihood.
5) For this Honorable Bankruptcy Court to order GMAC to pay the Loss of Rents from the time they foreclosed the subject property until the civil case in the District Court is settled.
6) For this Honorable Bankruptcy Court to order GMAC to pay the Plaintiff all PMI premiums that they have collected for the Private Mortgage Insurance that Plaintiff was paying per month since the Loan Origination with Homecomings Financials/GMAC with reasonable interest based on each year's prevailing rate since that payment started until the civil case in the District Court is settled
7) For this Honorable Bankruptcy Court to order GMAC to pay all monies, down payments, mortgage payments, interest and all monies received by Homecomings Financials, and Aurora Loan Services from the Claimant from the Loan Origination time until Aurora Loan Services, LLC foreclosed the subject property on behalf of Homecomings Financials/GMAC with reasonable interest until this case is settled.
8) For this Honorable Bankruptcy Court to order GMAC to Quiet Title the alleged Wrongfully Foreclosed Property located at 6131 Woodstock View Dr. Millington, TN 38053 back to the Claimant free and clear since Claimant was the one who paid all the premiums for the Private Mortgage Insurance where GMAC and its servicer Aurora Loan Services LLS (who no longer exist to this day as a company) is the one who benefited from the Claimant's paid premium Private Mortgage Insurance. This is so that Claimant can maintain the house and repair it back to where it will not be an empty, dilapidated structure where possible drug users may use as their hideout and to protect the surrounding community.
9) For this Honorable Bankruptcy Court to grant Claimant Leave to File Proof of Claim Out of Time.
10) For this Honorable Bankruptcy Court to grant Claimant to Continue to Litigate Debtor as Defendant in the civil case filed prior to the Debtor Filing its Chapter 11 Bankruptcy in the US District Court for further determination if the Porter's claims against the debtor is a "dischargeable debt" or "non-dischargeable debt" pursuant to 11 U.S.C. § 523(c); Fed. R. Bankr. P. 4007(c).
11) For this Honorable Bankruptcy Court to schedule a hearing if necessary that the Claimant may be able to explainger position.
12)For such further and other relief as to which the Claimant may be entitled that this Honorable Bankruptcy Court may judge appropriately.

So help the truth to prevail God.

RESPECTFULLY SUBMITTED: This 紋 day of December in the year, 2017.

COUNTY OF NEWYORK

I, Lolina Porter, hereby state under oath that the facts and allegations of the complaint filed herein, and the facts and matters set forth are true and correct to the best of my knowledge, information, and belief, and that I am justly entitled to the relief sought.


Sworn and subscribed to before me this the 5 day of December, 2017.


## Certificate of Service

## Notice of Motion for Leave to File Proof of Claim Out of Time and Motion to Allow Claimant to Continue to Litigate Debtor in the District Court for NonDischargeability Determination

## Claimant:

Lolina Porter
832 Monterey Rd.
Glendale, CA 91206
(818)-571-9092

Email: arthinker@yahoo.com

To be delivered to:
US Bankruptcy Court
Southern District of New York
One Bowling Green
New York, NY 10004-1408
Via United Parcel Service
Additionally, the undersigned certifies that he caused a true and correct copy of the foregoing Notice to be sent via email and/or USPS on December 5, 2017 to the following parties:

| represented byJessica G. Berman | Donald H. Cram |
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## - 13 -

Porter's Motion for Leave to File Proof of Claim Out Of Time Bankruptcy Petition \#: 12-12020-mg

Email: sreisman@curtis.com

| John W Smith T | Kayvan B. Sadeghi |
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| LLC, et al. |  |
| represented by Robert J. Feinstein |  |
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Porter's Motion for Leave to File Proof of Claim Out Of Time Bankruptcy Petition \#: 12-12020-mg









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DOCKET NO. CH-10-1929.3

GMAC HOMECOMINGS FINANCIALS ET AL
Defendant,

ORDER EXTENDING TEMPORARY RESTRAINING ORDER

This cause came to be heard on the Plaintiff's Complaint and Emergency Motion to Set Aside Foreclosure Judgment and Sale of Real Property before the Honorable Kenny Armstrong, Chancellor of Part III. It appoars to the Court that since the Defendants have not responded to the service of process of the Plaintiff's request for injunctive relief, the Court has extended the Temporary Restraining Order until November 18, 2010 at 10:00 a.m.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that the Temporary Restraining Order issued on October 25, 2010 shall remain in full force and effect until November 18, 2010 at 10:00 a.m.



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## ORDER GRANTING TEMPORARY INJUNCTION

This cause came to be heard on the Plaintiff's Complaint and Emergency Motion to Set Aside Foreclosure Judgment and Sale of Real Property before the Honorabie Kenny Armstrong, Chancellor of Part III on Thursday, November 18, 2010 at 10 a.m. The Defendants have been served, but have not responded to the Plaintiff's request for injunctive relief. For this reason the Court is granting a temporary injunction enjoining the sale of Plaintiff's real property that is the subject matter of this dispute pending a further hearing from the Court. The bond set in this matter will continue at one hundred dollass (\$100.00).

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that a temporary injunction be entered enjoining the sale of Plaintiff's real property pending further hearing from the Court.


## Certificate of Service

I hereby certify that I have mailed a copy of this order to all parties on November 18, 2010.


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Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 74 of 157 PageID 83











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IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE FOR THE THIRTYETH JUDICIAL DISTRICT AT MEMPHSS

| LOLINA PORTER, • Plaintiff, v. | SHMEYCOUNTY ${ }^{\circ}$ <br> DEWUN R. SETTLE, THE: LSSO SY: ADN |
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| GMAC HOMECOMINGS EINANCIALS | No. CH-10-1929-3 |
| NETWORK, AURORA LOAN SERIVCES, |  |
| LLC, GENWORTH FINANCLAL INC., AND |  |
| JOHN DOES, |  |
|  |  |
| - Defendants. |  |

## DEFENDANT GENWORTH FINANCIAL INC.'S MOTION FOR EXTENSION OF TIME TO RESPOND TO PLAINTIFF'S COMPLAINT

## TO THE HONORABLE CHANCELLORS OR THE CHANCERY COURT FOR THE THIRTYETH JUDICIAL DISTRICT AT MEMPHIS:

Defendant, Genworth Financial Inc. ("Genworth"), respectfully moves this Court under Tennessee Rule of Civil Procedure 6.02 for an extension of time in which Genworth may respond to the Plaintiff's Complaint and Emergency Motion to Set Aside Foreclosure Judgment and Sale of Real Property and Motion for Permanent Injunctive Relief Barring Future Sale of Real Property by Defendants; (Enjoin Defendants from Real Property) and Motion for Plaintiffs'[sic] Award for Punitive Damages Including Legal and Equitable Relief (the "Complaint"), up to and including January 15, 2011, In support of the motion, Genworth states as follows:

1. Plaintiff commenced this action by filing the Complaint on or about October 22, 2010.
2. This Court granted Plaintiff's Temporary Restraining Order on or about October 25,2010, enjoing the sale of certain real property as identified in the Complaint.
3. This Court subsequently granted Plaintiff's Temporary Injunction on or about November 18, 2010.
4. Genworth was served with the Summons and Complaint on or about November 2, 2010.
5. Plaintiff's allegations against Genworth and the other defendants as set forth in the Complaint are extensive and lengthy, consisting of 36 pages and 21 exhibits.
6. In order to fully and properly respond to the Complaint, and because the undersigned counsel has only recently been retained by Genworth in this matter, Genworth respectfully requests additional time in which to investigate the allegations and. up to and including January 15,2011 , to file a responsive pleading.
7. Undersigned counsel had consulted with Plaintiff, who is proceeding pro se, regarding the extension requested herein. Plaintiff advised that she would not file an opposition to the instant motion or appear to contest the extension sought.

Wherefore, premises considered, Defendant Genworth respectfully requests ant extension of time through and including January 15,2011 , in which to file a responsive pleading to the Complaint.


## CERTIFICATE OF SERYICE

I hereby certify that on November 23, 2010, a true and correct copy of the foregoing was served by regular U.S. Mail with sufficient postage affixed, upon the following:

Lolina Porter.
832 Monterey Road
Glendale, California 91206
GMAC Homecomings Financials Network
1100 Virginia Drive
Fort Washington, Pennsylvania 19034
Aurora Loan Services, LLC c/o Corporation Services Company 2908 Poston Avenue Nashville, Tennessee 37203


Gabrielle A. Lewis


# IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TENNESSEE WESTERN DIVISION 

LOLINA PORTER,
Plaintiff,
v.

GMAC MORTGAGE, LLC;
Case No. 2:10-cv-2858-SHM-dkv

Defendants.
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## MOTION TO ENFORCE BANKRUPTCY ORDER

Defendant GMAC Mortgage, LLC ("GMACM"), by and through its undersigned counsel, hereby moves the Court to dismiss GMACM as a party with prejudice pursuant to a Bankruptcy Court Order entered on February 11, 2016 (the "Order") in In re: Residential Capital, LLC, et al., in the United States Bankruptcy Court for the Southern District of New York, Case Number 12-12020 (MG). In further support of its Motion, GMACM states as follows:

1. On May 14, 2012 (the "Petition Date"), Residential Capital, LLC and certain of its direct and indirect subsidiaries, including GMACM (collectively, the "Debtors"), filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The Debtors' Chapter 11 cases (the "Bankruptcy Cases") were jointly administered, indexed at case number 12-12020 (MG).
2. On December 11, 2013, the Bankruptcy Court entered its 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") [Bankruptcy Docket $6065]^{1}$ approving the terms of the Chapter 11 plan, as amended (the "Plan"). The effective date under the Plan occurred on December 17, 2013 (the "Effective Date").
3. On February 11, 2016, the Bankruptcy Court entered an Order Granting ResCap Liquidating Trust's Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation Order, attached hereto as Exhibit A, which (i) bars Plaintiff, Lolina Porter from continuing to prosecute monetary claims against GMAC under the injunction provisions of the Plan and Confirmation Order, and (ii) permits the Liquidating Trust to seek sanctions in the event Plaintiff continues in her refusal to dismiss monetary claims with respect to the Debtors.
4. GMACM has since transferred servicing of Ms. Porter's loan to Aurora Loan Services, LLC and has no interest in the real property located at 6131 Woodstock View Drive, Millington, TN 38053 that is the subject of this lawsuit. (Compl. at 4-5.)
5. Thus, Plaintiff's only claims against GMACM are monetary claims related to GMACM's servicing of the Loan.
6. Pursuant to the Order, Plaintiff was required to dismiss her claims against GMACM within fourteen days of entry of the Order.
7. To date, Plaintiff has not dismissed GMACM as a party.

WHEREFORE, based upon the Bankruptcy Court's Order, GMACM respectfully requests that the Court grant this motion and dismiss Ms. Porter's claims against GMACM with prejudice and in their entirety, award GMACM its attorneys' fees in pursuing this Motion, and grant GMACM such other and further relief as is just and appropriate.

[^9]Respectfully submitted,

## /s/ Benjamin W. Perry

Benjamin W. Perry (BPR No. 34387)
Heather H. Wright (BPR No. 30649)
1600 Division Street, Suite 700
Nashville, Tennessee 37203
P: (615) 252-3515
F: (615) 252-6364
bperry@bradley.com
hwright@bradley.com


## CERTIFICATE OF SERVICE

I hereby certify that on September 14, 2017, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system, which will send a notice of electronic filing to all parties registered to receive electronic notice. Copies of the foregoing were also served upon the following parties via U.S. Mail:

Lolina Porter
832 Monterey Road
Glendale, California 91206
/s/ Benjamin W. Perry
Benjamin W. Perry

## UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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

## ORDER GRANTING RESCAP LIQUIDATING TRUST'S OMNIBUS MOTION TO ENFORCE INJUNCTIVE PROVISIONS OF PLAN AND CONFIRMATION ORDER

Upon the motion (the "Motion")" of the ResCap Liquidating Trust (the "Liquidating Trust") established pursuant to the terms of the confirmed Plan filed in the abovereferenced Chapter 11 Cases and as successor in interest to the Debtors, pursuant to sections $105(\mathrm{~d}), 524$, and 1141 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 1015(c), 3020(d), and 9007 of the Federal Rules of Bankruptcy Procedure, and Article XII of the Plan, seeking entry of an enforcing the release and injunctive provisions of the Plan and Confirmation Order; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. $\S \S 157$ and 1334 ; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § $157(\mathrm{~b})$; and venue being proper before this Court pursuant to 28 U.S.C. $\S 1408$ and 1409; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and upon consideration of the Motion and the Declaration of Kathy Priore in Support of the ResCap Liquidating Trust's Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation Order annexed to the Motion as Exhibit 2; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Liquidating Trust, the Liquidating

[^10]Trust's beneficiaries, the Debtors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

## ORDERED, ADJUDGED, AND DECREED THAT:

1. The relief requested in the Motion is granted as provided herein.
2. No later than fourteen days after entry of this Order, the Litigation Parties listed on Annex A shall take all appropriate actions to dismiss their monetary claims against the Debtors with prejudice within such time frame.
3. If a Litigation Party fails to dismiss its monetary claims against the Debtors within such fourteen-day period, this Court, upon further motion of the Liquidating Trust, may issue an order holding such Litigation Party in contempt of the Court for violating the terms of this Order and the Plan Injunction Provisions by virtue of such Litigation Party's actions against the Debtors in violation of the Plan and Confirmation Order.
4. Further, in connection with any contempt proceeding against a Litigation Party, the Liquidating Trust shall be permitted to seek sanctions against such Litigation Party in this Court for reasonable fees and costs incurred by the Liquidating Trust after the date of this Order in connection with this matter.
5. The Liquidating Trust is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order, including authorization to file a notice in a form substantially similar to that attached hereto as Annex B (the "Enforcement Order Notice") in each court before which a Litigation subject to this Order is pending, including a description of this Order and the Liquidating Trust's ability to seek sanctions in the event of noncompliance with this Order.
6. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062,9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
7. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits.
8. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such motion, and the requirements of 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.
9. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

## IT IS SO ORDERED.

Dated: February 11,2016
New York, New York

/s/Martin Glenn<br>MARTIN GLENN<br>United States Bankruptcy Judge

## Annex A

## Litigation Parties



|  | Whaviskiviz | Casectaption |  | bucke Numbr $\qquad$ | Oposingex Contact | Nature orMonetay Clums. |  | Applicability of llan <br> Thunction Ravisons | Status of Discussions |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | Olatunji Alabi | Alabiv. <br> Homecomings <br> Financial <br> Network, et al. | U.S. Court of Appeal-7th District | 12-1270 | Olatunji Alabi 2001 South Michigan Avenue <br> Apt. 15-M <br> Chicago, IL 60616 | Violations of the Illinois Consumer Fraud Act | $\begin{aligned} & 6 / 2 / 2015 \\ & 11 / 19 / 2015 \end{aligned}$ | The party did not file a timely proof of claim. | The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order. |
| 2 | Leland <br> Anthony <br> Neyer and <br> June E. Neyer | Neyer v. <br> Homecomings <br> Financial, <br> LLC, et al. | U.S. Court of Appeai-9th Circuit | 11-15722 | Leland Anthony Neyer and June E. Neyer P.O. Box 970 Alturas, CA 96101 | Violations of RESPA, TILA, FCRA, FDCPA, Mail Fraud, Wire Fraud, HOEPA, Fair Credit Billing Act, FTCA | $\begin{aligned} & \hline 6 / 2 / 2015 \\ & 11 / 19 / 2015 \end{aligned}$ | The party's proofs of claim were expunged by Court order [Docket Nos. 6155 and 7096] | The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order. |
| 3 | Derrick D. <br> Peterson | Peterson v. <br> GMAC <br> Mortgage LLC | U.S. Court of Appeal-1st Circuit | 11-2381 | Law Offices of Neil Kreuzer 268 Newbury Street 4th Floor Boston, MA 02116 | Common Law Fraud, Violation of Massachusetts General Law Chapter 93A | $\begin{aligned} & 6 / 2 / 2015 \\ & 11 / 19 / 2015 \end{aligned}$ | The party did not file a timely proof of claim. | The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order. |
| 4 | Jeff and <br> Adele <br> Schneidereit | Schneidereit v. <br> Trust of the Scott \& Brian 4He whath | U.S. Court of Appeal-9th Circuit | $13-55395$ | Mr . and Mrs. Adele Schneidereit 580 Dolliver Street Pismo Beach, CA 93449 | Negligence, Rehabilitation Act, Americans With Disability Act, Federal Fair Housing Act, Unruh Civil Rights Act, Elder Abuse and Dependent Adult Civil Protection Act | $\begin{aligned} & \hline 6 / 2 / 2015 \\ & 11 / 19 / 2015 \end{aligned}$ | The party did not file a timely proof of claim. | Despite an exchange of letters with the party, the Liquidating Trust has been Wuable to effectuate a <br>  the monetary claims asserted against the Debtors. |
| 4 <br>  <br> 5 | Robert Sweeting | Sweeting v. <br> GMAC <br> Mortgage, LLC | California <br> Court of <br> Appeal-4th <br> Appellate <br> District- <br> Division Three | G045198 | Robert Sweeting <br> 7071 Warner Ave. <br> Unit F81 <br> Huntington Beach, CA <br> 92647 | Defamation, Tortious Interference with Credit | $\begin{aligned} & 6 / 2 / 2015 \\ & 11 / 19 / 2015 \end{aligned}$ | The party's proofs of claim were expunged by Court order [Docket No. 5873]. | The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order. |
| 6 | Allan <br> Christopher <br> Diwa and <br> Dena <br> Cristomo <br> Carino | Diwa, et al. v. Standard Pacific Corp., et al. | USDC-EDCalifornia | $\begin{aligned} & \text { 2:09-CV-0 } \\ & 2005-\mathrm{KJM} \\ & \text {-CKD } \end{aligned}$ | Law Offices of Marc T. <br> Terbeek <br> 2648 International Blvd. <br> Suite 115 <br> Oakland, CA 94601 | Negligence, Breach of Contract, Breach of Fiduciary Duty, Infliction of Emotional Distress, Fraud, Violation of State/Federal Lending Laws, Unfair Business Practices, Violation of Racketeer Influenced and Corrupt Organizations (RICO) Act | $\begin{aligned} & \hline 6 / 30 / 2015 \\ & 11 / 19 / 2015 \end{aligned}$ | The party did not file a timely proof of claim. | The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order. |
| 6 | Lolina Porter | Porter v . <br> GMAC <br> Homecomings <br> Financial <br> Network, et al. | USDC-WD- <br> Tennessee | $\begin{aligned} & 2: 10-\mathrm{cvm} \\ & 02858- \\ & \text { SHM-dkv } \end{aligned}$ | Lolina Porter 832 Monterey Road Glendale, CA 91206 | Predatory Lending | $\begin{aligned} & 6 / 30 / 2015 \\ & 11 / 19 / 2015 \end{aligned}$ | The party did not file a timely proof of claim. | The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order. |

## [CAPTION]

## NOTICE OF BANKRUPTCY COURT ORDER

[Debtor Entity], by and through its undersigned counsel, respectfully submits this Notice of Bankruptcy Court Order, and states as follows:

1. On May 14, 2012 (the "Petition Date"), Residential Capital, LLC and certain of its direct and indirect subsidiaries, including [Debtor Entity] (collectively, the "Debtors"), filed voluntary petitions for rewnder Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the whern District of New York (the "Bankruptcy Court"). The Debtors' Chapter 11 cases" (the "Bankruptcy Cases") are being jointly administered, indexed at case number 12-12020 (MG).
2. On December 11, 2013, the Bankruptcy Court entered its 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") [Bankruptcy Docket 6065$]^{1}$ approving the terms of the Chapter 11 plan, as amended (the "Plan"). The effective date under the Plan occurred on December 17, 2013 (the "Effective Date").
3. On [Date], the Bankruptcy Court entered the attached [Order Granting ResCap Liquidating Trust's Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation Order] which (i) bars [Litigation Party] from continuing to prosecute monetary claims against [Debtor Entity] under the injunction provisions of the Plan and Confirmation Order, and (ii) permits the Liquidating Trust to seek sanctions in the event [Litigation Party] continues in its refusal to dismiss monetary claims with respect to the Debtors.

Respectfully submitted this $\qquad$ day of $\qquad$ , 2016.

[^11]
# IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TENNESSEE WESTERN DIVISION 

LOLINA PORTER,
Plaintiff,
v.

GMAC MORTGAGE, LLC GENWORTH FINANCIAL, AND DOES,

Defendants.

Case No. 2:10-cv-2858-SHM-dkv

Before the Court is GMAC Mortgage, LLC's ("GMACM") Motion to Enforce Bankruptcy Order (Docket Entry "D.E." \#59). The Court hereby finds that, pursuant to a Bankruptcy Court Order entered on February 11, 2016 (the "Order") in In re: Residential Capital, LLC, et al., in the United States Bankruptcy Court for the Southern District of New York, Case Number 12-12020, Plaintiff Lolina Porter was ordered to dismiss GMACM as a party in this action within 14 days of entry of the Order and has failed to do so.

Accordingly, it is ORDERED that GMACM's Motion to Enforce Bankruptcy Order is GRANTED and Defendant GMACM is DISMISSED WITH PREJUDICE.

It is so ORDERED.

Enter this $\qquad$ day of September, 2017.
/s/Samuel H. Mays, Jr.

# IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TENNESSEE WESTERN DIVISION 

LOLINA PORTER,
Plaintiff, VS.

GMAC MORTGAGE LLC, AURORA LOAN SERVICES LLC, GENWORTH MORTGAGE INSURANCE,

AND JOHN DOES (unknown parties claiming rights to said Deed of Trust and Note herein, ( 1-10,000), Et al, an ens legis being used to conceal fraud

Defendants.

Case No. $\qquad$ 2:10cv02858 $\qquad$

PLAINTIFF'S RESPONSE TO THE ORDER TO SHOW CAUSE HEARING AND PETITION FOR CONTINUANCE

To the Honorable Chief United States Magistrate Judge:
I, Lolina Porter Plaintiff, pro se, do hereby respectfully submit the following Response to the Order To Show Cause Hearing and Petition for Continuance. The complaint I filed in October 2010 at the Chancery Court of Shelby County, Tennessee For the Thirtieth Judicial District at Memphis is meritorious. My intent was to be heard and be given a due process of law. The Chancery Court has scheduled an initial hearing in early part of

PORTER v. GMAC, AURORA LOAN SERVICES, LLC, GENWORTH et al.

November 2010 which I planned and attended with hopes of being heard and be given due process of law. However, after spending for a plane ticket for a trip from CA to TN to be on time for the hearing, I was disappointed when the Judge called for the presence of any of the defendants but none of them came nor advised the court of their planned absence in advance to the initial hearing. The judge has rescheduled for the continuance of the hearing set in January 2011, however on November 29, 2010 defendants removed this case from the Chancery court to the United States District Court for the Western District of Tennessee.

## I. PLAINTIFF'S DECLARATION OF FAMILY EMERGENCY AS THE REASON FOR NOT BEING ABLE TO RESPOND TO THE DEFENDENTS PAST MOTIONS

Come now the plaintiff, Lolina Porter acting on her own behalf by and through pro se action hereby declare that the Plaintiff and Plaintiff's family after the initial hearing at the Chancery court in November 2010, while her husband was recovering from the ischemic stroke, her then 9-year old daughter got kidnapped for 7 days from December 16, 2010 through December 24, 2010. The Plaintiff's 9 -year old daughter was retrieved by the US Embassy and International Police Officer with Post Traumatic Stress Disorder. Plaintiff had to be strong for her family especially when her daughter has attempted to end her life several times between 2011 through 2015. The Plaintiff was advised by her daughter's Psychologist to not accept any office work to support the emotionally, mentally and physically disturbed daughter to protect her daughter from harming herself. In the midst of all these years from late 2010 through 2014, the Plaintiff also had called 911 multiple times whenever her husband had a semi-stroke episode, or she has to call 911 when her daughter has attempted to harm herself. On top of all these incurred added responsibilities
due to the unfortunate events, the Plaintiff has to remotely manage all townhouses in Tennessee as the HOA Administrator responsible mainly for the accounting of all HOA fees and expenses. The goal of this declaration is for the court to imagine the environment, and factors that caused Plaintiff to have a very difficult life situation, as Plaintiff is hoping that the court will give her the understanding of her premise and to reconsider that her nonresponsiveness to most of the motion filed by the defendants is not intentional, that the failure of Plaintiff to respond is due to family's unfortunate events which require her full focus and support.

On March 19, 2012, the Plaintiff received the Defendant GMAC's First Set of Interrogatories, Request for Admission, and Request for Production of Documents to Plaintiff. The Plaintiff has given her best to respond the best she could given her severe family emergency situation for the very reason that the Plaintiff was and is still seeking to be heard, to be given that due process of law and to seek justice from the court for the unfortunate events that is caused by the Defendants to the Plaintiff. Yet, after Plaintiff has submitted her answers to the interrogatories, defendant GMAC has filed for Bankruptcy, and when they sent Plaintiff some motions after motions to respond and claim, the Plaintiff just did not have any chance to even sit down and work on the needed response, because the Plaintiff's daughter has had the most difficult years from 2012 through 2014. Plaintiff has to prioritize where to spend her time in between saving her daughter's life and helping her husband to slowly recover from the stroke, that responding to all these motions by defendant GMAC is just impossible for her to do during those times.

## II. BEFORE AND AFTER FACTS ABOUT THE AURORA LOAN SERVICES' SINCERE INTEREST IN THE MANAGEMENT OF THE SUBJECT PROPERTY

At the time that the Plaintiff was asking for a Loan Modification from Aurora Loan Services in 2009 after the Plaintiff got laid off fry her over 7 years full time Computer Software Engineering work with Washington Mutital, the recorded bank owner of the subject property located at 6131 Woodstock View DriveiMillington, TN 38053 was Homecomings Financial, LLC, under GMAC.

The defendant Aurora Loan Services' Customer Services employees that had spoken to Plaintiff over and over again were mataware by the Plaintiff's July 10, 2009 situation at the hospital on that day when my husband was stricken by ischemic stroke and who has been confined for over 2 months.

Mercilessly, defendant Aurora Loan Services foreclosed on the subject property sometime in the first quarter of 2010 and failed to even give me a chance to be reviewed for a loan modification. The threat calls to foreclose on the subject property that the Plaintiff receives was overwhelming. A day after the foreclosure bid, the Plaintiff checked who finally bought the subject property and she found out that Aurora Loan Services is the new owner.

The subject property is a townhouse, mortgaged by the Plaintiff for the purchase amount of $\$ 136,000$ where Plaintiff paid $10 \%$ down to Homecomings Financial, LLC. While the Plaintiff was the recorded owner/borrower, she enever failed to pay the HOA fees required every month.

However, when Aurora Loan Services becomes the new owner, they failed to communicate to the Home Owners Association their position, failed and refused to pay the HOA fees from February 2010 to September 2010 even though they were aware of the responsibility. After about 8 months, the Plaintiff learned from other sources that Aurora Loan Services
was selling the subject property to a new buyer for the price tag of $\$ 75,000$. A proper turn over would have been a smooth communication between the new owner and the Home Owners Association Administration.

Plaintiff, immediately filed a lien for nonpayment of HOA fees against the subject property's title. Aurora Loan Services at first did not want to pay the HOA fees and would like to go on with the sale, the Plaintiff finally received the HOA fees in October 2010 and right before cashing the check, the Plaintiff filed the complaint which is now the subject matter with the Case No. 2:10cv02858.

While the case was filed, Aurora Loan Services started paying the HOA fees from November 2010 up until June 2012 and then they stopped paying the HOA fees since July 2012 to present. As an HOA Administrator, I kept sending the invoice to the subject property and to the last known address the Plaintiff knows but the mail is returned undelivered.

The defendant Aurora Loan Services abandoned the subject property since July 2012, the garage door is broken (see attached Exhibit B of this document for the image of the garage door taken in May 2016), there has been no power/electricity. The Plaintiff being the HOA Administrator has received numerous complaints from the neighborhood that burglary and theft has increased due to the unpleasant sight caused by the negligence and abandonment of Aurora Loan Services to manage and maintain the subject property. The Plaintiff acting as the HOA Administrator has filed a Notice of Default against the subject property to Aurora Loan Services for non-payment of HOA fees at the Tom Leatherwood Registry of Deed.

The defendant Aurora Loan Services has hired some agency to sell the subject property again for the price of $\$ 65,000$ and yet when they found out the amount of unpaid HOA fees, they have asked for a reduction of the amount, which the Plaintiff acting as the HOA Administrator considered their request and reduced the delinquencies. However, they did not push through with the sale because their delinquent HOA fees has come close to the amount of the price they were trying to sell the subject property.

On October 18, 2017, the Plaintiff received this Order To Show Cause Hearing from the Honorable Magistrate Judge Diane K. Vescovo. The Plaintiff read through the attached documents and was surprised to learn that on page 2 of the Report and Recommendation on the Defendant's Motion for Judgment on the Pleadings, it is declared that that the court dismissed all Plaintiff's claim against Defendant Aurora Loan Services, LLC on September 9, 2011 and June 7, 2017. It also states that the only remaining defendants are Genworth and GMAC Mortgage, LLC ("GMAC").

The Plaintiff is not aware of this order from the court because in her initial complaints filed, Aurora Loan Services, LLC is liable for the distress of the Plaintiff while they were servicing the mortgage loan and even up to the time the subject property was foreciosed, defendant Aurora Loan Services, LLC bought it from Homecomings Financial/"GMAC", filing a claim from Genworth Financial's Private Mortgage Insurance whose premium is paid for by the Plaintiff, reselling the subject property to a third party, which the Plaintiff was able to stop due to Aurora Loan Services, LLC's neglect of the subject property and neglect of its obligation to pay the HOA dues for over 5 years now.

## III. CONCLUSION

WHEREFORE, PREMISES CONSIDERED, PLAINTIFF PRAYS:

1) For the Plaintiff to be given due process of law.
2) To be heard on a Jury Trial.
3) For the Court to forgive the Plaintiff for she has no intentions of disrespecting the court rules and expectations, that she has not received nor read any mails sent in June 2017 for the Plaintiff has to accompany her 80 year old father to the Philippines because his oldest sister has passed away.
4) For the Plaintiff to learn if US Bankruptcy Law was created also to protect, and relieve an entity such as GMAC from being punished for "imposing unfair and abusive loan terms on borrowers" or "predatory lending", and that they can walk away without being responsible for the wrong actions made by them which caused a lot of family in distressed, felt violated, and deceived for the Defendant's greater gain?
5) For the Court to deny the Defendant GMAC's Motion for Dismissal from this case because they participated in predatory lending which led to the foreclosure of Plaintiff's real property.
6) For the Court to order from the Defendants the correct information as to who is the current owner of the subject property located at 6131 Woodstock View Dr. Millington, TN 38053.
7) Plaintiff is praying and hereby requesting the honorable Chief United States Magistrate Judge to Order the Defendants to Quiet Title the subject property back to the Plaintiff and all cost and expenses paid for by the Defendants.
8) For Aurora Loan Services, LLC \& its successors to be added back in this case as one of the Defendants as I originally filed.
9) For the Plaintiff's request for Continuance be granted.
10)The Plaintiff is also requesting the honorable Chief United States Magistrate Judge to order defendant Aurora Loan Services, LLC to pay their delinquent HOA fees which the Plaintiff was forced to shoulder all the HOA fees for the subject property since defendant Aurora Loan Services' has not been responding, so that all expenses will not be neglected at the Home Owners Association level. This amount is now what the Plaintiff would like the court's help to be collected so that the funds will be paid back to her and be used for the repair of the subject property, in the Plaintiff's goal to help restore the beauty and safety of the Woodstock Hills neighborhood.
10) For GMAC to pay Compensatory Damages to Plaintiff, which are intended to restore what a plaintiff has lost as a result of GMAC's wrongful conduct.
11) For Aurora Loan Services, LLC to pay Compensatory Damages to Plaintiff, which are intended to restore what a plaintiff has lost as a result of Aurora Loan Services, LLC's wrongful conduct.
12) For Genworth Financial to show proof on when and of how much money the claim has paid Aurora Loan Services, LLC for the latter's claim on the subject property
13) For Genworth Financial to admit that they have sent an agent on their behalf without sending me proper notification, agent knocked on my door and the agent managed to talk me into letting her in my house, while I felt threatened not to allow the agent to
come in, but when I found out during our conversation from the agent himself that Aurora has filed a claim and that the agent conveyed to me that I maybe liable to Genworth afterwards. Hence, I asked the agent to leave for I felt violated by this agent inside my own home. Hence, at that time I felt that my privacy was invaded.
14) For GMAC to pay the Plaintiff all PMI premiums that they have collected for the Private Mortgage Insurance that Plaintiff was paying per month since the Loan Origination with Homecomings Financials/GMAC with reasonable interest based on each year's prevailing rate since that payment started until this case settled.
15) For GMAC to pay all mortgage payments paid by Plaintiff from the Loan Origination time until Aurora Loan Services, LLC foreclosed the subject property on behalf of Homecomings Financials/GMAC with reasonable interest until this case is settled.
16) For such further and other relief as to which the Plaintiff may be entitled that this honorable court may judge appropriately.

So help the truth to prevail God.

RESPECTFULLY SUBMITTED: This 26th day of October in the year, 2017.


Signed reserving all my rights at UCC 1-308

PORTER v. GMAC, AURORA LOAN SERVICES, LLC. GENWORTH et al.

## STATE OF TENNESSEE

## COUNTY OF SHELBY

I, Lolina Porter, hereby state under oath that the facts and allegations of the complaint filed herein, and the facts and matters set forth are true and correct to the best of my knowledge, information, and belief, and that I am justly entitled to the relief sought.


Sworn and subscribed to before me this the 26 day of October, 2017.


The subject property is located at 6131 Woodstock View Dr.

Millington, TN 38053.


[^0]:    Porter's Motion for Leave to File Proof of Claim Out Of Time Bankruptcy Petition \#: 12-12020-mg

[^1]:    Porter's Motion for Leave to File Proof of Claim Out Of Time Bankruptcy Petition \#: 12-12020-mg

[^2]:    Porter's Motion for Leave to File Proof of Claim Out Of Time Bankruptcy Petition \#: 12-12020-mg

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[^9]:    ${ }^{1}$ Due to its voluminous nature, the Confirmation Order, to which the Plan is an exhibit, is not included as an attachment, but a copy of the Confirmation Order and the Plan may be obtained at no charge at http:/www.kccllc.net/rescap.

[^10]:    1 Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

[^11]:    ${ }^{1}$ Due to its voluminous nature, the Confirmation Order, to which the Plan is an exhibit, is not included as an attachment, but a copy of the Confirmation Order and the Plan may be obtained at no charge at http:/www.kccllc.net/rescap

