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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
_____)	

**THE RESCAP LIQUIDATING TRUST'S RESPONSE TO NOTICE TO REISSUE
EXPIRED OUT DATED CHECK FUNDS BELONGING TO CORLA JACKSON
GMAC MORTGAGE LLC KEPT**



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The ResCap Liquidating Trust (the “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”), hereby submits this response (the “Response”) to the *Notice To Reissue Expired Out Dated Check Funds Belonging To Corla Jackson GMAC Mortgage LLC Kept* [Docket No. 10489] (the “Notice”) filed by Corla Jackson (the “Movant”) and respectfully represents as follows:

PRELIMINARY STATEMENT

1. By the Notice Movant requests the reissuance of a check identified in the Notice (the “Uncashed Check”) that was apparently issued to “Corla and Anthony Jackson Construction” in February 2006.¹ Movant purports to support the request through spurious and unintelligible allegations of fraud. This Court previously addressed and dismissed Movant’s allegations of fraud in expunging her proof of claim filed in the Chapter 11 Cases. *See Memorandum Opinion and Order Sustaining Objection and Expunging Claim No. 4443 by Corla Jackson* [Docket No. 6363] (the “Memorandum Opinion”). Movant’s appeals of the Memorandum Decision to the District Court and Court of Appeals were unsuccessful and as a result, the Memorandum Opinion has become a final order.

2. Movant’s latest reiteration of fraud on the part of the Debtors and other parties is similarly unfounded. In any event, Movant has had her day before this Court. On or about November 9, 2012, Movant timely filed a proof of claim in the Chapter 11 Cases in the

¹ The Trust does not have access to the bank records that would indicate whether the Uncashed Check cleared the account from which it was issued and does not have the capacity to independently verify that the existence of the Uncashed Check. For purposes of this Response, the Trust assumes that the Uncashed Check was issued and did not clear the account from which it was issued as alleged by Movant, but reserves all rights with respect to these issues. Movant represents in the Notice that Movant provided the original Uncashed Check with the copy of the Notice that Movant mailed to the Court’s chambers. The Trust notes that the copy of the Uncashed Check included in the Notice appears to have been endorsed to a third-party. In addition, the Trust cannot confirm that the named payee in the Uncashed Check is an entity separate and apart from the Movant.

face amount \$100,000,000. To the extent Movant believed she had a legitimate claim against the Debtors to the funds represented by the Uncashed Check that is dated over 6 years prior to the date of the commencement of the Chapter 11 Cases, Movant had a full and fair opportunity to assert this claim as part of the claims allowance process. Movant did not do so, either in the proof of claim she did file or in connection with a separate proof of claim. Movant is now enjoined by the Bar Date Order, the final order of this Court expunging Movant's proof of claim, and the Plan Injunction Provisions (as such terms are defined below) from seeking any relief against the Debtors, the Trust and any other Released Party (as such term is defined below) with respect to the Uncashed Check.

I. GENERAL BACKGROUND

3. 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).

4. 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").

5. On August 29, 2012, this Court entered the Bar Date Order [Docket No. 1309], which 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 prescribed 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” and, together with the General Bar Date, as applicable, the “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.

6. 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 (as defined in the Plan) of the Plan occurred [Docket No. 6137].

7. The Plan provides for the creation and implementation of the Liquidating Trust, which, among other things, is “authorized to make distributions and other payments in accordance with the Plan and the Liquidating Trust Agreement” and is responsible for the wind down of the affairs of the Debtors’ estates. See Plan, Art. VI.A-D; see also Confirmation Order ¶ 22. Pursuant to the Confirmation Order and the Plan, the Liquidating Trust was vested with broad authority over the post-confirmation liquidation and distribution of the Debtors’ assets. See generally, Confirmation Order ¶¶ 26, 30, 48; Plan, Art. VI.

II. INJUNCTIVE PROVISIONS OF PLAN AND CONFIRMATION ORDER

8. The Plan and Confirmation Order contain comprehensive release provisions (collectively, the “Plan Injunction Provisions”). Pursuant to the Plan Injunction Provisions, persons whose claims were released under the Plan are prohibited from “commencing or continuing in any manner or action or other proceeding of any kind against any

Released Party² whether directly, derivatively or otherwise, on account of or in connection with or with respect to any Released Claims.”³ Plan Art. IX.I; see also Confirmation Order ¶ 40.

9. Paragraph 11 of the Bar Date Order provides that any party that did not file a proof of claim “shall be forever barred, estopped and enjoined from asserting such claim against the Debtors (or filing a proof of claim with respect thereto), and the Debtors, their Chapter 11 estates, their successors and their respective property shall be forever discharged from any and all indebtedness or liability with respect to such claim.”⁴

10. Further, Article VIII.B of the Plan provides that the claim of any creditor of the Debtors that failed to file a proof of claim by the applicable deadline “SHALL BE DEEMED DISALLOWED, DISCHARGED, RELEASED, AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.” (emphasis in original).

11. In addition, as this Court is aware, a central aspect of the Plan is a broad third party release (the “Third Party Release”), which provides as follows:

² Under the Plan, the term “Released Party” is defined as “the Liquidating Trust, and each Ally Released Party, Debtor Released Party, and Exculpated Party, or the property or Estate of any Entity so released, discharged or exculpated.” Plan Art. I.A.243. The term “Exculpated Party” includes the Debtors and the Debtors’ “Representatives.” Plan Art. I.A.102. The term “Representatives” expressly includes such entity’s or persons attorneys, among other parties. Plan Art. I.A.245.

³ Under the Plan, the term “Released Claims” is defined as “Claims, Equity Interests, Causes of Action or liabilities that: (i) have been discharged, terminated, or satisfied pursuant to the terms of the Plan; (ii) have been released pursuant to the Plan; or (iii) are subject to exculpation pursuant to the Plan.” Plan Art. I.A.242.

⁴ Pursuant to the Plan, the deadline to file Administrative Claims was January 16, 2014. See Notice of the Deadline and Procedures for Filing Certain Administrative Claims [Docket No. 6138].

On and as of the Effective Date of the Plan, except as provided by Article IX.E, the holders of Claims and Equity Interests shall be deemed to provide a full and complete discharge and release to the Ally Released Parties and their respective property from any and all Causes of Action whatsoever, whether known or unknown, asserted or unasserted, derivative or direct, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of federal or state securities laws, veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability, or otherwise, arising from or related in any way to the Debtors, including those in any way related to RMBS issued and/or sold by the Debtors or their affiliates and/or the Chapter 11 Cases or the Plan, the Consent Order, and the Order of Assessment.

Plan Art. IX.D; Confirmation Order ¶ 40. The “Ally Released Parties” – i.e. the beneficiaries of the Third Party Release – are defined to include the Debtors’ “Representatives.” Plan Art. I.A.21. The term “Representatives,” in turn, is defined to include an “entity’s former and current . . . attorneys . . . , each solely in its capacity as such.” Plan Art. I.A.245. Thus, the Third Party Release provides the Debtors’ current and former attorneys with a release of all claims (solely in their capacity as such).

12. Pursuant to Article XII of the Plan, this Court retained “exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan . . . , including jurisdiction . . . to hear and determine any matter, case, controversy, suit, dispute, or Causes of Action: (i) regarding the existence, nature, and scope of the releases, injunctions, and exculpation provided under the Plan, and (ii) enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions” and “to issue such orders in aid of execution of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code.” See also Confirmation Order ¶ NN (“The Plan Releases are, individually and collectively, integral to, and necessary for the successful implementation of, the Plan, essential to the Debtors’ orderly liquidation and supported by reasonable consideration.”).

III. THE MOVANT'S LOAN HISTORY

13. Movant is no stranger to this Court and the history of Movant's residential mortgage loan and Movant's participation in these Chapter 11 Cases is well documented. A detailed discussion of the foregoing is found in the Debtors' Objection to Proof of Claim Filed by Corla Jackson (Claim No. 4443) [Docket No. 5100] (the "Claim Objection"). The Trust will not burden the Court with repeating here the full history of Movant's involvement in the Chapter 11 Cases and with the Debtors. For context, the Trust sets forth below a brief synopsis.

14. On May 26, 2004, Movant obtained a home mortgage loan (the "Loan") from Option One Mortgage Corporation ("Option One") and executed a note (the "Note") in the amount of \$240,000.00. GMAC Mortgage, LLC ("GMACM") was the servicer on the Loan. Option One later assigned the Note to GMACM. The Note was secured by a mortgage on property located at 13230 Tom Gaston Road, Mobile, Alabama 36695-8658 (the "Property"). See Claim Objection at ¶¶ 11-12.

15. After years of procedural wrangling, including three bankruptcies filed by Movant, on June 1, 2012, GMACM foreclosed upon the Property and purchased it at the non-judicial foreclosure sale. Id. at ¶¶ 13-25. At the time of the foreclosure, GMACM was both the servicer and the owner of the Note. In June 2012, GMACM sent a notice of demand for possession of the Property in accordance with Alabama state law. Id. at ¶25.

16. The servicing of Movant's Loan was transferred to Ocwen Loan Servicing ("Ocwen") in connection with the sale of the Debtors' servicing platform in February of 2013. The Trust understands that an order granting GMAMC or its assigns possession of the Property was entered on or about February 22, 2017, in an action commenced in the Circuit Court of

Mobile County, Alabama styled as GMAC Mortgage v. Corla Jackson, No. cv-2013-902219 (Cir. Ct. Ala. Mobile Cty.). A copy of this order is annexed hereto as **Exhibit A**. Apparently, due to the pendency of the Eleventh Circuit Appeal discussed below, Ocwen has not taken possession of the Property.

IV. THE EXPUNGEMENT OF MOVANT’S PROOF OF CLAIM

17. On or about January 18, 2012, Movant commenced a lawsuit against GMACM in Alabama state court that was removed by GMACM to the United States District Court for the District of Alabama, styled as Jackson v. GMAC Mortgage, LLC, Civil Action No. 1:12-CV-00111-KD-B (the “District Court Action”). See Claim Objection at ¶23. The Debtors filed a Notice of Bankruptcy in the District Court Action on May 25, 2012 and the court in the District Court Action (the “Alabama District Court”) issued an order on May 31, 2012, placing the case on its administrative docket. *Id.* at ¶ 26.

18. In the early phase of the Chapter 11 Cases, Movant repeatedly sought relief from the stay to continue the District Court Action. Such requests were denied by this Court. See Claim Objection at ¶¶ 27-35; see also Memorandum Opinion at pp 2-3. In denying Movant’s requests for stay relief, the “Court made clear to Ms. Jackson the she could file a proof of claim in this case” *Id.* at p. 3. And indeed, on November 9, 2012, Movant timely filed a proof of claim (no. 4443) against Debtors GMACM and Residential Capital, LLC in the face amount of \$100,000,000, asserting secured and unsecured claims (the “Jackson Claim”).

19. The Debtors filed the Claim Objection in September of 2013. The Jackson Claim includes over 160 pages of attachments and, to say the least, is difficult to decipher. As set forth in the Claim Objection, the Debtors used their best efforts to distill the basis for the Proof of Claim and it appeared to be predicated on the District Court Action. See

Claim Objection at ¶ 3; see also Memorandum Opinion at p. 4. Apparently, even though the Uncashed Check was issued in 2006, the Jackson Claim does not include any claim for the amounts purportedly due Movant in connection with the Uncashed Check or seek any relief with respect to it, nor is a reference even made to the Uncashed Check.

20. As noted above, the Claim Objection provides a lengthy description of Movant's own multiple bankruptcy cases, including GMACM's participation in those cases, an overview of the District Court Action, the events leading to the foreclosure on Movant's property and an overview of Movant's activities in the Chapter 11 Cases.

21. Pursuant to the Claim Objection, the Debtors requested the expungement of the Jackson Claim in its entirety. The Debtors contended that the Jackson Claim was precluded under judicial estoppel, that the pleadings in the District Court Action upon which the Jackson Claim were predicated were woefully deficient and that the claim was wholly lacking in merit.

22. Movant did not file a response to the Claim Objection but appeared at the hearing held on November 13, 2013 to consider the Claim Objection. In the Memorandum Opinion the Court sustained the Claim Objection and expunged the Jackson Claim holding that the claim was barred by judicial estoppel and is wholly lacking in merit. See Memorandum Opinion at p. 19.

23. Movant appealed the Memorandum Opinion to the District Court for the Southern District of New York, Corla Jackson v. ResCap Borrower Claims Trust, No. 14-cv-02427 (JGK) (S.D.N.Y. 2014).⁵ In a Memorandum Opinion and Order dated October 8, 2014 [Docket No. 8] (the "District Court Decision"), Judge Koeltl dismissed the appeal for lack of

⁵ Because the appeal was commenced subsequent to the Effective Date of the Plan, the ResCap Borrowers Claim Trust was substituted in the appeal as the appellee.

jurisdiction on account of Movant's failure to timely file the Notice of Appeal. See District Court Decision at pp. 13-14. For completeness, Judge Koeltl also thoroughly addressed the merits of the appeal and reviewed both the judicial estoppel and merits based findings and conclusions upon which this Court expunged the Jackson Claim. Judge Koeltl concluded that this Court did not err in expunging the claim. See District Court Decision at pp. 7-14.

24. Movant took an appeal of the District Court Decision to the Court of Appeals for the Second Circuit, Corla Jackson v. ResCap Borrower Claims Trust, No. 14-4637 (2d Cir. 2014). The appeal was ultimately dismissed on procedural grounds as a consequence of Movant's repeated failure to comply with the briefing schedule and other deadlines set by the Court of Appeals. See Court of Appeals Docket No. 50; see also Court of Appeals Docket Nos. 11, 18, 22, 55, 56 and 86. Movant took no further action in the Second Circuit and did not file a petition for certiorari. As a result, the Memorandum Decision became a final order.

V. THE STATUS OF THE DISTRICT COURT ACTION

25. On April 25, 2017, counsel to GMACM filed in the District Court Action the Status Report of GMAC Mortgage, LLC Regarding Bankruptcy Stay (the "GMACM Status Report"), a copy of which is annexed hereto as Exhibit B. In the GMACM Status Report counsel apprised the Alabama District Court of the expungement of the Jackson Claim and the outcome of the subsequent appeals. In addition, the GMACM Status Report informed the Alabama District Court of the entry by this Court of the Confirmation Order and the Order Granting the Motion for Entry of an Order Establishing Procedures Enforcing Injunctive Provisions of the Plan and Confirmation Order [Docket no. 8158] (the "Procedures Order") and the import thereof.

26. Following the submission of the GMACM Status Report and Movant's status report, the Alabama District Court entered an Order on May 25, 2017, dismissing the case with prejudice (the "Dismissal Order"). A copy of the Dismissal Order is annexed hereto as **Exhibit C**. In the Dismissal Order, the Alabama District Court concluded that the res judicata effect of the Memorandum Decision and the discharge provisions of the Confirmation Order was dispositive of Movant's claims in the District Court Action. See Dismissal Order at pp. 2-5. In addition, the Alabama District Court noted that Movant failed to respond on a substantive basis to court's earlier order to show cause why the case should not be dismissed. Id. at pp 4-5.

27. Movant appealed the Dismissal Order to the Court of Appeals for the Eleventh Circuit, Corla Jackson v. GMAC Mortgage Corporation, No. 17-12563-C (11th Cir. 2017) (the "Eleventh Circuit Appeal"). On July 13, 2017, the Trust as successor in interest to GMAMC, filed a Notice of Bankruptcy Status in the Eleventh Circuit Appeal, a copy of which is annexed hereto as **Exhibit D**. In the Notice of Bankruptcy Status, the Trust informed the Court of Appeals of the status of the Jackson Claim, the entry of the Confirmation Order and the Procedures Order, and the Trust's intention to follow the processes approved in the Procedures Order for enforcing the Injunction Provisions of the Plan.

28. On February 1, 2018, upon consideration of Movant's application to proceed *in forma pauperis* ("IFP"), and a separate motion filed by Movant requesting the Court of Appeals to void all previous orders entered in the Alabama District Court and to grant Movant a new trial, the Court of Appeals granted Movant IFP status but denied the other motion. Also on February 1, 2018, a Memorandum was filed in the appeal advising the parties of the appellate briefing schedule. According to the Memorandum, Movant's opening brief was due on March 13, 2018. See copy of case docket in Eleventh Circuit Appeal annexed hereto as **Exhibit E**.

ARGUMENT

**MOVANT IS PRECLUDED BY THE BAR DATE ORDER AND PLAN
INJUNCTION PROVISIONS FROM SEEKING ANY RELIEF WITH RESPECT
TO THE UNCASHED CHECK**

29. Movant's request for the reissuance of the February 2006 Uncashed Check is simply an unsecured claim for sums in issue. See e.g., In re Brigance, 219 B.R. 486, 488 (Bankr. W.D. Tenn. 1998), aff'd sub nom., Cash in a Flash v. Brown, 229 B.R. 739 (W.D. Tenn. 1999), and aff'd, 234 B.R. 401 (W.D. Tenn. 1999). (uncashed check held by creditor of debtor does not constitute security for underlying obligation and creditor holds only an unsecured claim).⁶ To the extent Movant had any right to recover the funds associated with the Uncashed Check from the Debtors, in order to preserve such right Movant was required to assert such claim through the filing of a proof of claim in the Chapter 11 Cases in accordance with the Bar Date Order. Movant had due notice of the Bar Date, and indeed timely filed the Jackson Claim in which the matter of the Uncashed Check was not raised. Movant did not file any other proof of claim. Accordingly, Movant is enjoined by both the Bar Date Order and the final order of this Court expunging the Jackson Claim from advancing any claim associated with the Uncashed Check.

30. Similarly, any such claim constitutes a Released Claims under the Plan, and Movant is enjoined by the Plan Injunction Provisions from commencing or continuing any

⁶ The Uniform Commercial Code and governing case law also support the notion that a claim on a negotiable instrument (*i.e.*, on a dishonored check) is an unsecured claim. The UCC establishes that "[a] check is not an assignment of funds (U.C.C. § 3-409), nor does it convey to its holder a lien or property interest in the funds against which the check is drawn or by which it shall be paid." Plotkin v. Sunflower Beef Packers (In re Hudson Valley Quality Meats, Inc.), 29 B.R. 67, 72 (Bankr. N.D.N.Y. 1982); accord N.Y. U.C.C. § 3-802(b) (McKinney's 2001). Likewise, "receipt of a check gives the recipient no right in the funds held by the bank on the drawer's account." See Barnhill v. Johnson, 503 U.S. 393, 399 (1992). Rather, a check is merely a "promise to pay." See Broward Title Co. v. Jacobs (In re AppOnline.com, Inc.), 285 B.R. 805, 809 n.1 (Bankr. E.D.N.Y. 2002), aff'd, 321 B.R. 614 (E.D.N.Y. 2003), aff'd, 128 F. App'x 171 (2d Cir. 2004) (check that was not a certified or bank check was "merely a promise to pay").

action against the Debtors, the Trust and any other Released Party with respect to such claim. See Plan Articles VIII.B, IX.I; see also Confirmation Order at ¶ 40. This Court has not hesitated to enforce the Plan Injunction Provisions where warranted. See, e.g., Memorandum Opinion and Order Denying Motion to Lift the Automatic Stay and Enforcing Release of Claims Against Ally Financial Inc. [Docket No. 6806] and Memorandum Opinion and Order Granting in Part and Denying in Part Ally Financial Inc.'s Motion for an Order Enforcing the Chapter 11 Plan Injunction [Docket No. 7148].

31. Although the issue is not before the Court, the continuation of the District Court Action and the Eleventh Circuit Appeal by Movant are violative of the Plan Injunction Provisions. The Trust reserves its right to enforce the Plan Injunction Provisions against Movant as provided for in the Procedures Order.

WHEREFORE, the Trust respectfully submits that the relief requested in the Notice be denied.

Dated: March 15, 2018
New York, New York

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Exhibit A



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

GMAC MORTGAGE, LLC,

Plaintiff,

v.

CORLA JACKSON

Defendant.

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*
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CV-2013-902219

ORDER

This matter coming before the Court on the Plaintiff's GMAC Mortgage, LLC (hereinafter "GMAC or Plaintiff") "Complaint for Ejectment" against Corla Jackson (hereinafter "Jackson or Defendant"). The Court has reviewed all exhibits, motions, pleas and filings of record from both parties. This Court has heard the testimony of the witnesses over three days of trial. After a review of all of the evidence produced by both the Plaintiff and the Defendant, this Court issues this Order as follows:

FINDINGS OF FACT

This Court finds that Jackson executed a mortgage in favor of Option One Mortgage Corporation on May 26, 2004. The mortgage had an attached Adjustable Rate Rider that was executed by Jackson on the same day. Also signed on May 26, 2004 was an Adjustable Rate Note in which Jackson promised to pay \$240,000.00 to Lender, Option One Mortgage Corporation. Pursuant to the Adjustable Rate Note Jackson agreed to send her payments to the Lender or to whom the Lender may transfer the Note. The Court finds that a valid assignment of the Mortgage appears in Instrument 2008050095 at Book 6409 and Page 1483 in the records of the Probate Court in Mobile County, Alabama in which Option One Mortgage Corporation sold

its rights in the Mortgage to GMAC Corporation, LLC. The Court finds that the assignment was filed on July 11, 2008, that it was validly executed, and that it represents a legally enforceable transfer of title to GMAC Mortgage Corporation, LLC. The Court further finds Jackson defaulted on her payments to the note holder, and on June 1, 2012, a valid foreclosure took place wherein Plaintiff was the highest bidder. The Court finds that a foreclosure deed was filed on June 13, 2012.

The Court finds that Defendant refused to vacate the premises after receiving proper notice to vacate after the foreclosure. The Defendant's refusal to vacate the premises resulted in a post-foreclosure possession action being filed in the District Court of Mobile, Alabama styled GMAC Mortgage, LLC v. Corla Jackson, DV-2012-902844. Plaintiff argued that since the Defendant was a holdover tenant that an action for ejectment under the Landlord and Tenant Act could take place in District Court. The District Court disagreed and determined that the proper action was an ejectment action in Circuit Court. There was no ruling on the merits at the District Court level. Thus the current case, CV-2013-902219, was transferred from the District Court to the Circuit Court and was filed on August 21, 2013.

It should be noted that the Defendant chose to represent herself at both the District and Circuit Court levels in this matter. The Defendant filed a motion to dismiss/vacate this ejectment action in the Circuit Court but Circuit Judge Joseph S. Johnston entered an Order denying same.

Before this trial commenced this Court suggested the Defendant retain counsel and notes that Defendant failed to do so. The Court finds that when the case proceeded to trial the evidence produced by both sides over the three (3) separate days of trial indicated the findings set forth herein. In an effort to allow Defendant to present her case, the Court stopped the proceedings twice to give Defendant an opportunity to procure additional documents and to hire

an attorney. The Defendant did not retain the services of an attorney and proceeded as a pro se litigant.

At trial, the Defendant claimed that Option One Mortgage could not assign the mortgage after seeking bankruptcy protection and terminating its loan program. The Court found evidence indicating that the fact that Option One Mortgage Corporation ceased making loans did not mean that it ceased all operations. The Court finds that Sand Canyon is an existing entity, formerly known as Option One Mortgage Corporation, that Sand Canyon continues to operate the business of Option One Mortgage Corporation, and that it was duly authorized to and that it did execute the assignment of the Defendant's mortgage from Option One Mortgage Corporation to GMAC Mortgage, LLC. This Court finds that the assignment dated June 19, 2008, and recorded in the Probate Records of Mobile County as Instrument 2004042906 properly assigned Jackson's mortgage from Option One Mortgage Corporation to GMAC Mortgage, LLC.

Defendant further took the position that the note and mortgage were discharged in her bankruptcies. There was no evidence that said Defendant was discharged in any bankruptcy action.

CONCLUSIONS OF LAW

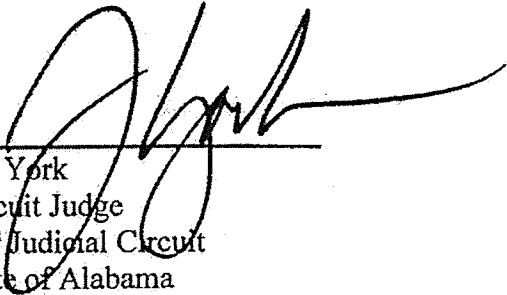
For the reasons stated above, this Court finds that the Plaintiff GMAC Mortgage, LLC produced the mortgage and foreclosure deed, and therefore has established all of the necessary elements for ejection (*Jones v. Butler*, 286 Ala. 69, 237 So.2d 460 (1970)). Said Note and Mortgage were not discharged in Defendant's bankruptcies; and the assignment of mortgage from Option One Mortgage to GMAC Mortgage was properly executed and was a valid assignment.

JUDGMENT

GMAC Mortgage, LLC and/or their assigns is GRANTED judgment for possession of the property located at 13230 Tom Gaston Road, Mobile, AL 36695, and Defendant is ORDERED to vacate the premises no later than May 31, 2017.

Costs taxed as paid.

DONE and ORDERED this the 22nd day of February, 2017.



Jay York
Circuit Judge
13th Judicial Circuit
State of Alabama

Exhibit B

IN THE UNITED STATES DISTRICT COURT
 FOR THE SOUTHERN DISTRICT OF ALABAMA

CORLA JACKSON)	
)	
Plaintiff,)	
)	
v.)	
)	CIVIL ACTION NO.:1:12-cv-00111
GMAC MORTGAGE CORPORATION)	
)	
Defendant.)	
)	

STATUS REPORT OF GMAC MORTGAGE, LLC REGARDING BANKRUPTCY STAY

COMES NOW Defendant, GMAC Mortgage, LLC (“GMAC”) individually, and files this *Status Report Regarding the Bankruptcy Stay* as required by this Court’s April 18, 2017 Order.

1. On May 14, 2012 (the “Petition Date”), Residential Capital, LLC and certain of its direct and indirect subsidiaries (collectively, the “Debtors”), including GMAC Mortgage, LLC, filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the “Bankruptcy Filing”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Debtors’ Chapter 11 cases are being jointly administered, indexed at case number 12-12020 (MG).

2. GMAC informed the Court of the automatic bankruptcy stay in its May 25, 2012 *Notice of Bankruptcy and Effect of Automatic Stay* (“Notice of Bankruptcy”).

3. In a May 31, 2012 Order, this Court stayed all claims pending resolution of GMAC’s bankruptcy.

4. Plaintiff Corla Jackson (“Plaintiff”) filed pleadings that this Court construed as requests for relief from the automatic bankruptcy stay as evidenced by its June 5, 2012 Order directing Plaintiff to seek relief from the Bankruptcy Court.

5. On July 13, 2012, the Bankruptcy Court entered a final supplemental order granting, among other things, the Debtors’ motion for limited relief from the automatic stay to permit non-Debtor parties in foreclosure and eviction proceedings, borrower bankruptcy cases and title disputes to continue to assert and prosecute certain defenses, claims and counter-claims (the “Final Supplemental Order”).

6. GMAC filed its *Amended Notice of Bankruptcy Stay and Supplemental Servicing Order* (“Amended Notice of Bankruptcy”) on August 21, 2012 informing this Court of the contours of the partial relief from stay granted by the Bankruptcy Court, and that Plaintiff’s instant claims remained entirely stayed.

7. Plaintiff also sought, but was denied relief from the Bankruptcy Court in an August 16, 2012 Order, and again in an October 4, 2012 Order.

8. On December 11, 2013, the Bankruptcy Court entered an order, among other things, confirming the Debtors’ Chapter 11 plan [Bankruptcy Docket No. 6065]¹ (the “Confirmation Order”). A copy of the Debtors’ confirmed Chapter 11 plan (the “Plan”) is annexed to the Confirmation Order as Appendix 1. All claims are administered in accordance with the Plan.

9. Plaintiff filed a “Status Report” on January 13, 2014 and a “Notice of Appeal” on February 10, 2014, along with another Motion to Lift Stay the following day.

¹ Copies of documents reference may be obtained at no charge at <http://www.kccllc.net/rescap>

10. On February 12, 2014, this Court denied Plaintiff's renewed motion to lift the bankruptcy stay.

11. Plaintiff filed a proof of claim in Debtors' Bankruptcy Cases, being claim 4443 ("Claim 4443"). (A Copy of Claim 4443 is attached as Exhibit "A."). The basis of Claim 4443 was premised on the same allegations set forth in the Complaint here. Claim 4443 submitted Plaintiff's allegations set forth in such Complaint to the jurisdiction of the Bankruptcy Court. Claim 4443 was expunged and dismissed pursuant to a Memorandum Opinion and Order filed in the Bankruptcy Cases on January 27, 2014 ("Memorandum Order"), as Bankruptcy Docket 6363, as full and final adjudication of allegations set out in the Complaint. (A copy of the Memorandum Opinion is attached as Exhibit "B.")

12. Thereafter, Plaintiff appealed the Memorandum Order to the United States District Court, Southern District of New York, being matter number 14-cv-2427, and that Court affirmed the Bankruptcy Court on October 19, 2014, by Order referenced as Docket 18. Appellant appealed such Order to the Second Circuit Court of Appeal, Case No., 14-4637. The Court of Appeals dismissed the action for Plaintiff's failure to adhere to Court Rules.

13. On March 13, 2015, the Bankruptcy Court entered the Order Granting the Motion for Entry of an Order Establishing Procedures Enforcing Injunctive Provisions of Plan and Confirmation ("Enforcement Order") [Bankruptcy Docket 8303]. The Enforcement Order, (i) bars Plaintiff from continuing to prosecute this action against GMAC under the injunction provisions of the Plan and Confirmation Order, and (ii) permits the Liquidating Trust to seek further relief from the Bankruptcy Court in the event Appellant continues in the refusal to dismiss this action with respect to GMAC.

14. The Bankruptcy Court had jurisdiction to adjudicate Plaintiff's claims against GMAC, which it did, denying and dismissing her claims. Plaintiff is barred from any continued prosecution of this action against GMAC. Accordingly, this action should be dismissed and closed.

Respectfully submitted this 25th day of April, 2017.

/s/ Grant A. Premo

Jon H. Patterson

Grant A. Premo

jpatterson@bradley.com

gpremo@bradley.com

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Facsimile: (205) 488-6403

ATTORNEY FOR DEFENDANT GMAC MORTGAGE, LLC

CERTIFICATE OF SERVICE

I certify that on the 25th day of April, 2017, I filed the foregoing document with the United States District Court for the District for the Southern District of Alabama using the ECF system. I also deposited a copy of the above and foregoing in the United States Mail, postage prepaid to following:

Corla Jackson
13230 Tom Gaston Road
Mobile, Alabama 36695
Pro Se Plaintiff

/s/ Grant A. Premo

OF COUNSEL

Exhibit C

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

<p>CORLA JACKSON,</p> <p style="padding-left: 40px;">Plaintiff,</p> <p>v.</p> <p>GMAC MORTGAGE, LLC,</p> <p style="padding-left: 40px;">Defendant.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>CIVIL ACTION 12-00111-KD-B</p>
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ORDER

This matter is before the Court on Defendant’s Status Report, which seeks to dismiss Plaintiff’s case pursuant to orders from the Southern District of New York Bankruptcy Court (Doc. 67); Plaintiff’s “Status Report” (Doc. 68);¹ and the Court’s May 1, 2017 Order (Doc. 69) and Plaintiff’s Responses² (Doc. 71, 72).

Specifically, Defendant explains that Plaintiff filed a proof of claim in the bankruptcy cases (Claim 4443³ in the U.S. Bankruptcy Court for the Southern District of New York (SDNY)), and the basis of said claim “was premised on the same allegations set forth in the Complaint” in this case and thus “Claim 4443 submitted Plaintiff’s allegations set forth in such Complaint to the jurisdiction of the Bankruptcy Court.” (Doc. 67 at 3). Defendant adds that Claim 4443 was expunged and dismissed pursuant to a January 27, 2014 SDNY Order issued in the bankruptcy cases “as full and final adjudication of allegations set out in the Complaint.” (*Id.*

¹ Plaintiff’s 83 page Status Report (Doc. 68) is in a stream of consciousness form, that is virtually impossible to comprehend. At best the Court can discern, it appears that Plaintiff contends that Defendant is still in bankruptcy in the SDNY and that Defendant has not obtained an order “winning this complaint” – referencing a July 1, 2013 event/order. (Doc. 68 at 1-2). Apart from that, Plaintiff appears to be revisiting the arguments she has already asserted in this Court.

² Plaintiff filed a motion for extension of time to respond to the Court’s Order (Doc. 70) which is **GRNTED**.

³ Described by the SDNY bankruptcy court as Plaintiff’s \$100,000,000 general unsecured claim against Defendant which “appears to be predicated on the” action in this Court. (Doc. 67-2 at 173-174, 178-179, 181-189).

(citing Doc. 67-2)). The SDNY bankruptcy court also concluded that Plaintiff's CLAIM 4443 is barred by judicial estoppel and lacks merit. (*Id.*) Plaintiff appealed the SDNY bankruptcy court order to the U.S. District Court for the Southern District of New York (CV 14-2427), which affirmed same. (*Id.*) Plaintiff then appealed to the Second Circuit Court of Appeals (CV 14-4637), which dismissed the action due to her failure to adhere to court rules. (*Id.*) On March 13, 2015 the SDNY bankruptcy court entered an order establishing procedures enforcing the injunctive provisions of the bankruptcy plan and confirmation which, in part, bars Plaintiff from continuing to litigate this action against GMAC. (*Id.*) Due to the foregoing, Defendant seeks dismissal of Plaintiff's case as she "is barred from any continued prosecution of this against GMAC." (*Id.* at 4). In short, Defendant seeks to have Plaintiff's case in this Court dismissed per the rulings of the U.S. Bankruptcy Court for the Southern District of New York (the Confirmation/Plan and expungement).

A bankruptcy court has jurisdiction to hear and determine the allowability of all claims against a debtor that arise prior to the filing of the bankruptcy petition. And one of the bankruptcy court's central functions is to determine the validity of claims filed against a debtor. Because Plaintiff's claim against Defendant was expunged and disallowed in the SDNY bankruptcy court, the effect of the SDNY's rulings (including the Confirmation plan) -- and per provisions of Section 1141 of the Bankruptcy Code -- is that the Defendant has been discharged of any debt or liability to Plaintiff that might have existed. In re Production Plating, Inc., 90 B.R. 277, 282 (Bankr. E.D. Mich. 1988) ("[A] discharge extinguishes, as if by a full satisfaction, all legal obligations and enables a reorganized debtor to conduct business and acquire property without subjecting it to the claims of prepetition creditors[.]"). If and when claims that a plaintiff "seeks to assert...are barred and discharged by the Plan, [the plaintiff]...cannot establish

cause.....[and]...litigat[ing] those claims in any forum would be futile. *See In re Residential Capital, LLC*, 508 B.R. 838, 847–48 (Bankr. S.D.N.Y. 2014).” *In re Residential Capital, LLC*, 2015 WL 1281960, *4 (Bankr. S.D.N.Y. Mar. 18, 2015).

Also, a bankruptcy order expunging a proof of claim is a final judgment on the merits by a court of competent jurisdiction, and is a predicate for *res judicata*. *EDP Med. Computer Sys. v. United States*, 480 F.3d 621, 625 (2nd Cir. 2007); *In re Residential Capital, LLC*, 2015 WL 1281960, *4 (Bankr. S.D.N.Y. Mar. 18, 2015); *Moore v. Wiz*, 2008 WL 2357406, *1 (E.D.N.Y. Jun. 4, 2008). As explained in *Warner v. CMG Mortg. Inc.*, 2015 WL 7454151, *4-5 (N.D. Cal. Nov. 24, 2015) (footnotes and internal citations omitted) (dismissing a plaintiff’s case with prejudice following the disallowance of her claim in bankruptcy):

... Defendants moved....to dismiss....they argue plaintiff unsuccessfully raised her current claim in bankruptcy court and is therefore now barred under the doctrine of *res judicata* from further pursuing the claim before this Court.....

Res judicata, or claim preclusion, operates to bar subsequent litigation “whenever there is (1) an identity of claims, (2) a final judgment on the merits, and (3) identity or privity between parties.” If the claims arise out of the “same transactional nucleus of fact” as litigated in the prior matter *res judicata* precludes re-litigating those claims....*Res judicata* “has the dual purpose of protecting litigants from the burden of relitigating an identical issue with the same party or his privy and of promoting judicial economy by preventing needless litigation.”....Because “[r]es judicata prevents litigation of all grounds for, or defenses to, recovery that were previously available to the parties, regardless of whether they were asserted or determined in the prior proceeding[, it] thus encourages reliance on judicial decisions, bars vexatious litigation, and frees the courts to resolve other disputes.”

Here, the bankruptcy court addressed in detail and dismissed claims arising from the same transactions at issue in the instant complaint; indeed, the court addressed the same claims asserted here....“[A]n order disallowing a claim in bankruptcy is binding and conclusive on all parties or their privies, and being in the nature of a final judgment, furnishes a basis for a plea of *res judicata*.”....

...[Defendant’s] Rule 12(b)(6) motion to dismiss is premised primarily on two grounds: (1) that judicial estoppel bars plaintiff’s claim where she affirmed in her personal bankruptcy proceedings under penalty of perjury that she had no claims against her

creditors; and (2) that her claims are barred by the doctrine of res judicata based on the Southern District of New York decision.... Because dismissal is proper under the second ground for the same reasons noted with respect to the analysis of the Ally Defendants' motion, CMG's motion is Granted and the claims against CMG are Dismissed With Prejudice....

Per Cost v. Super Media, 482 B.R. 857, 861-863 (S.D.N.Y. 2012) (internal citations omitted):

.... the Confirmation Order [and Plan] discharged and released all debts and claims that existed before....the Effective Date of the Plan....

... the applicability of the Confirmation Order and the Plan to the plaintiff's claims depends on whether the plaintiff's claims arose prior to ..[that date].... A claim arises, for the purposes of discharge in bankruptcy cases, at the time of the events giving rise to the claim, not at the time the plaintiff is first able to file suit on the claim... “Moreover, when determining whether a claim arises before or after the date of the Bankruptcy Plan's confirmation, courts must look to the relevant non-bankruptcy law that serves as the basis for the claim, namely, employment discrimination law....”

...although the plaintiff's claims would be discharged by the Confirmation and the Plan, “*regardless* of whether...the claim is disallowed,” 11 U.S.C. § 1141(d)(1)(A) (emphasis added), the fact that the plaintiff's proof of claim was rejected by the Bankruptcy Court provides another reason that his claims are now barred in this Court.

The Bankruptcy Court ordered that the plaintiff's claim should be “disallowed and expunged in its entirety,”...The Bankruptcy Court order sustaining the defendant's objections and expunging the plaintiff's proof of claim was a final judgment on the merits by a court of competent jurisdiction, and is a predicate for res judicata....As a consequence of the Bankruptcy Court order, the plaintiff cannot relitigate the issue in this Court.....

See also e.g., Moore v. The Wiz, Cablevision, 2008 WL 2357406, *3 (E.D.N.Y. Jun. 4, 2008)

(dismissing plaintiff's action per a bankruptcy order expunging her claim on the basis of *res judicata* as “the claims are clearly based on the same event...and are between the same parties....Under the doctrine of res judicata, plaintiff is barred from pursuing her....claim against defendant which was ‘disallowed and expunged in its entirety’ by the final order entered in the Bankruptcy Court[.]”).

Based on the foregoing, the stay previously issued in this case was lifted and Plaintiff was

ordered to show cause explaining why her case should not be dismissed. (Doc. 69). Plaintiff filed two (2) responses to the Court order, but in doing so, has failed to specifically show cause as to why her case should not be dismissed. Instead, Plaintiff simply filed 797 pages of documents (Doc. 71) -- which range from correspondence to court filings to newspaper clippings to medical records -- and a response (Doc. 72) which appears to be a cut and paste of the substance of many of her prior filings in this case. In so doing, Plaintiff does not describe the relevance of these documents, provides no explanation to the Court for their submission, and fails to even address why her case should not be dismissed.

Upon consideration, the Court finds that Plaintiff has failed to show cause as to why her case should not be dismissed. Accordingly, based on the applicable law *supra* and in light of the U.S. Bankruptcy Court for the Southern District of New York's orders (Confirmation/Plan and expungement), Plaintiff is barred from continued litigation of this case against GMAC such that it is **ORDERED** that her case is **DISMISSED WITH PREJUDICE**.

DONE and ORDERED this the 25th day of May 2017.

/s/ Kristi K. DuBose
KRISTI K. DuBOSE
CHIEF UNITED STATES DISTRICT JUDGE

Exhibit D

No. 17-12563

**United States Court of Appeals
for the Eleventh Circuit**

CORLA JACKSON,

Appellant,

v.

GMAC MORTGAGE CORPORATION,

Appellee.

On Appeal from the United States District Court
for the Southern District of Alabama
Civil Action No. 1:12-cv-00111-KD-B

APPELLEE'S NOTICE OF BANKRUPTCY STATUS

Marc James Ayers
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Birmingham, Alabama 35203-2104
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COMES NOW ResCap Liquidating Trust ("Liquidating Trust"), successor to GMAC Mortgage LLC successor by merger to GMAC Mortgage Corporation ("Appellee"), and through its undersigned counsel, respectfully submits this Notice of Bankruptcy Status.

BRIEF PROCEDURAL HISTORY

1. This matter emanates from action filed by appellant Corla Jackson ("Jackson") in the Circuit Court of Mobile County, Alabama, which was removed to the United States District Court for the Southern District of Alabama ("District Court") on February 23, 2012.

2. On May 14, 2012 (the "Petition Date"), Residential Capital, LLC and certain of its direct and indirect subsidiaries, including GMAC Mortgage, LLC and GMAC Mortgage Corporation (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 are jointly administered, indexed at case number 12-12020 (MG).

3. Jackson filed a claim in the Debtors' bankruptcy case ("POC 4443") to which Debtors objected.

4. Following a hearing, the Bankruptcy Court ordered POC 4443 expunged and dismissed with prejudice as a result of the Debtors' Objection. (Bankruptcy Docket 5100).

5. The Bankruptcy Court's dismissal was affirmed on appeal. (*See* CV 14-2427 and CV 14-4637).

6. Based upon these rulings, the District Court entered a final judgment dismissing the case with prejudice on May 26, 2017.

NOTICE OF BANKRUPTCY STATUS

7. On April 17, 2014, GMAC Mortgage, LLC filed Notice of Bankruptcy Filing and Entry of Confirmation Order (the "Notice") [Docket No. 2] to inform the Court and the parties of the Bankruptcy Cases and the automatic stay imposed by section 362 of the United States Bankruptcy Code.

8. 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").

¹ Due to its voluminous nature, the Confirmation Order, to which the Plan is an exhibit, or any other referenced bankruptcy documents, are not included as an attachment, but may be obtained at no charge at <http://www.kccllc.net/rescap>

9. Both the Plan and Confirmation Order provide for the extension of the automatic stay through the Effective Date and provide that the injunctive provisions of the Plan and Confirmation Order will remain in full force and effect following the Effective Date. (Confirmation Order, ¶ 63(g); Plan, Art. XIII.K). **Moreover, both Section G of Paragraph 40 of the Confirmation Order and Article IX.I of Plan contain an “Injunction” provision that, among other things, enjoins all parties from “commencing or continuing in any manner or action or other proceeding of any kind” relating to claims that are released under the Plan.**

10. Article VIII.B of the Plan provides that the claim of any creditor of the Debtors that failed to file a proof of claim by the applicable deadline “SHALL BE DEEMED DISALLOWED, DISCHARGED, RELEASED, AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.” (emphasis in original).

11. In addition, pursuant to Article XII of the Plan and Paragraph 66 of the Confirmation Order, the Bankruptcy Court retained exclusive jurisdiction to hear all

matters pertaining to the injunction provided for in the Plan and Confirmation Order.

Specifically, the Plan provides as follows:

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction:

...

(c) to hear and determine any matter, case, controversy, suit, dispute, or Causes of Action: (i) regarding the existence, nature, and scope of the releases, injunctions, and exculpation provided under the Plan, and (ii) enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

....

(Plan, Art. XII) (emphasis added). In addition, the Confirmation Order provides as follows:

Retention of Jurisdiction. The business and assets of the Debtors shall remain subject to the jurisdiction of this Court until the Effective Date. Notwithstanding the entry of this Order, from and after the Effective Date, the Court shall retain such jurisdiction over the Chapter 11 Cases as is legally permissible, including jurisdiction over those matters and issues described in Article XII of the Plan, including with respect to (i) insurance settlements and disputes involving insurance policies settled or otherwise addressed under or in connection with the Plan, and (ii) the Claims filed by WFBNA in these Chapter 11 Cases and any Claims or Causes of Action that may be asserted by WFBNA against any of the Ally Released Parties.

(Confirmation Order, ¶ 66).

12. By Order dated November 21, 2012, the Court approved the sale of the Debtors' mortgage origination and servicing platform to Ocwen Loan Servicing LLC ("Ocwen") and its designee, Walter Investment Management Corp. ("Walter") [Docket No. 2246] (the "Ocwen Sale Order"). The transactions comprising the sale of the Debtors' mortgage origination and servicing platform (the "Sale") closed in two parts: the sale to Walter closed on January 31, 2013, and the sale to Ocwen closed on February 15, 2013.

13. On March 13, 2015, the Bankruptcy Court entered the Order Granting the Motion for Entry of an Order Establishing Procedures Enforcing Injunctive Provisions of Plan and Confirmation ("Procedures Order"). The Procedures Order, (i) bars Jackson from continuing to prosecute this action against the Debtors under the injunction provisions of the Plan and Confirmation Order, and (ii) permits the Liquidating Trust to seek further relief from the Bankruptcy Court in the event that Jackson continues in the refusal to dismiss this action with respect to the Debtors.

14. Based on a review of the Debtors' claims register, Jackson filed a claim in the Debtors' bankruptcy case ("POC 4443").

15. Following a hearing, Judge Glenn of the United States Bankruptcy Court for the Southern District of New York ordered **POC 4443 expunged and dismissed with prejudice as a result of the Debtors' Objection.** (Bankruptcy Docket 5100).

16. The expungement of the POC represented a full and final adjudication of allegations set out in this appeal. (Id.).

17. The bankruptcy court also concluded that Jackson's POC 4443 was barred by judicial estoppel and lacks merit. (Id.).

18. The United States District Court for the Southern District of New York (CV 14-2427) affirmed the Bankruptcy Court order on appeal. (Id.)

19. Jackson then appealed to the Second Circuit Court of Appeals (CV 14-4637), which dismissed her action due to her failure to adhere to court rules. (Id.).

20. Accordingly, Jackson is barred from continuing to prosecute this action against Appellee. Within a reasonable time after the filing of this Notice of Bankruptcy Status, Appellee shall contact Jackson in writing and request that Jackson agree to dismiss Appellee from this action. In the absence of a consensual dismissal, in accordance with the Plan and Confirmation Order, Appellee shall seek relief from the Bankruptcy Court in the form of an order (i) enforcing the injunctive provisions of the Plan and Confirmation Order, and (ii) prohibiting Jackson from continuing prosecution of this action against Appellee.

21. Debtors are submitting this pleading for the purpose of providing the Court and the parties to this action with an update as to the status of the Bankruptcy Cases.

Respectfully submitted this 13th day of July, 2017.

s/ Marc James Ayers

Marc James Ayers
Counsel for GMAC Mortgage

OF COUNSEL

Marc James Ayers
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2119
Telephone: (205) 521-8000
Facsimile: (205) 521-8800
mayers@bradley.com

CERTIFICATE OF SERVICE

I hereby certify that on July 13, 2017, I electronically filed the foregoing with the Clerk of Court using the CM/ECF System. I also deposited a copy of the above and foregoing in the United States Mail, postage prepaid to following:

Corla Jackson
13230 Tom Gaston Road
Mobile, AL 36695
Pro Se

s/ Marc James Ayers

Marc James Ayers
Counsel for GMAC Mortgage

Exhibit E

General Docket
United States Court of Appeals for the Eleventh Circuit

Court of Appeals Docket #: 17-12563 Nature of Suit: 4370 Other Fraud Corla Jackson v. GMAC Mortgage Corporation Appeal From: Southern District of Alabama Fee Status: IFP Granted	Docketed: 06/07/2017 Case Handler: Cohen, Julie F., CC (404) 335-6170
Case Type Information: 1) Private Civil 2) Diversity 3) -	
Originating Court Information: District: 1128-1 : 1:12-cv-00111-KD-B Civil Proceeding: Kristi K. DuBose, Chief U.S. District Judge Secondary Judge: Sonja F. Bivins, U.S. Magistrate Judge Date Filed: 02/23/2012 Date NOA Filed: 06/05/2017	
Prior Cases: <u>16-10132</u> Date Filed: 01/13/2016 Date Disposed: 02/26/2016 Disposition: Dismissed Current Cases: None	

CORLA JACKSON Plaintiff - Appellant versus GMAC MORTGAGE CORPORATION Defendant - Appellee	 Corla Jackson Direct: 251-554-1785 [NTC Pro Se] 13230 TOM GASTON RD MOBILE, AL 36695 Marc James Ayers Direct: 205-521-8598 [COR LD NTC Retained] Bradley Arant Boult Cummings, LLP Firm: 205-521-8000 1819 5TH AVE N BIRMINGHAM, AL 35203 Jon Howard Patterson Direct: 205-397-8169 [NTC Retained] Bradley Arant Boult Cummings, LLP Firm: 205-521-8000 1819 5TH AVE N BIRMINGHAM, AL 35203 Grant A. Premo [NTC Retained] Bradley Arant Boult Cummings, LLP Firm: 205-521-8000 1819 5TH AVE N BIRMINGHAM, AL 35203
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










CORLA JACKSON,

Plaintiff - Appellant,

versus

GMAC MORTGAGE CORPORATION,

Defendant - Appellee.

06/07/2017	 43 pg, 2.56 MB	CIVIL APPEAL DOCKETED. Notice of appeal filed by Appellant Corla Jackson on 06/05/2017. Fee Status: Fee Not Paid. No hearings to be transcribed. Awaiting Appellant's Certificate of Interested Persons due on or before 06/21/2017 as to Appellant Corla Jackson. Awaiting Appellee's Certificate of Interested Persons due on or before 07/05/2017 as to Appellee GMAC Mortgage Corporation
06/21/2017	 5 pg, 261.42 KB	Appellant's Certificate of Interested Persons and Corporate Disclosure Statement filed by Appellant Corla Jackson.
06/23/2017	 1 pg, 180.92 KB	APPEARANCE of Counsel Form filed by Marc James Ayers for GMAC Mortgage, LLC (ECF: Marc Ayers)
06/23/2017		Added Attorney(s) Marc James Ayers for party(s) Appellee GMAC Mortgage Corporation, in case 17-12563.
06/29/2017	 3 pg, 93.62 KB	JURISDICTIONAL QUESTION issued as to Corla Jackson.
07/05/2017	 3 pg, 61.01 KB	Certificate of Interested Persons and Corporate Disclosure Statement filed by Marc James Ayers for GMAC Mortgage Attorney Marc James Ayers for Appellee GMAC Mortgage Corporation. On the same day the CIP is served, the party filing it must also complete the court's web-based stock ticker symbol certificate at the link here http://www.ca11.uscourts.gov/web-based-cip or on the court's website. See 11th Cir. R. 26.1-2(b). (ECF: Marc Ayers)
07/13/2017	 44 pg, 3.84 MB	<i>Response to Jurisdictional Question with incorporated motion to remand this appeal on a limited basis to the district court. filed by Appellee GMAC Mortgage Corporation. (ECF: Marc Ayers)</i>
07/13/2017	 9 pg, 107.02 KB	Appellee's Notice of Bankruptcy Status filed by Attorney Marc James Ayers for Appellee GMAC Mortgage Corporation. (ECF: Marc Ayers)
07/18/2017	 6 pg, 223.3 KB	USDC order denying IFP as to Appellant Corla Jackson was filed on 07/13/2017. Docket Entry 82.
08/11/2017	 12 pg, 911.87 KB	Appellant's Certificate of Interested Persons and Corporate Disclosure Statement filed by Appellant Corla Jackson.
08/11/2017	 0 pg, 0 KB	<i>MOTION to proceed IFP filed by Appellant Corla Jackson. Opposition to Motion is Unknown [8221284-1]</i>
08/29/2017	 2 pg, 35.98 KB	ORDER: ResCap Liquidating Trust's construed motion to amend the notice of removal to properly allege the citizenship of GMAC Mortgage, LLC, is GRANTED. Motion to remand on a limited basis filed by Appellee GMAC Mortgage Corporation is DENIED as UNNECESSARY. [8186385-2] ; [8202442-2] SM, BBM and RSR
11/15/2017	 24 pg, 2.19 MB	<i>MOTION Grounds to Void all Prior Orders for a New Trial filed by Appellant Corla Jackson. Opposition to Motion is Unknown [8303905-1]</i>
02/01/2018	 3 pg, 87.69 KB	ORDER: Motion to proceed in forma pauperis filed by Appellant Corla Jackson is GRANTED. [8221284-2] . Motion requesting a new trial and a void of all previous district court orders filed by Appellant Corla Jackson is DENIED. [8303905-2] FMH
02/01/2018	 2 pg, 17.93 KB	Briefing Notice issued to Appellant Corla Jackson. The appellant's brief is due on or before 03/13/2018. The appendix is due no later than 7 days from the filing of the appellant's brief.