UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS

PROOF OF CLAIM

Name of Debtor Against Which You Assert Your Claim

YOU MUST SELECT A DEBTOR AGAINST WHOM YOU ASSERT YOUR CLAIM YOU SELECT A DEBTOR BY CHECKING ONE BOX ON THE OTHER SIDE OF THIS NOTICE NOTE Check one box only Creditors holding claims against more than one Debtor must file a separate claim in the case of each Debtor against whom the creditor asserts a claim A creditor will be bound by the Debtor named in its proof of claim

03103104119767

YOUR CLAIM IS SCHEDULED AS

CONSECO FINANCE CORP (02-49675 CAD)

UNKNOWN UNSECURED CONTINGENT DISPUTED UNLIQUIDATED

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503

Name of Creditor and Address

03103104119767

KEVIN & BEVERLY GAIR
C/O DAVID M HOGUE & CYNTHIA ARROYO
1318 E MANNING
REEDLEY CA 93654

Creditor Telephone Number ( )

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

☐ **Check box if you have never received any notices from the bankruptcy court in this case**

☐ Check box if this address differs from the address on the envelope sent to you by the court

The amounts reflected above if any constitute your claim as scheduled by the Debtor If you agree with the amounts set forth herein and have no other claim against the Debtor you do not need to file this proof of claim EXCEPT as stated below

If the amounts shown above are listed as Contingent Unliquidated or Disputed a proof of claim must be filed

If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file

CREDITOR TAX I D # 562-17-7471

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR 89910-13

Check here if this claim ☐ replaces or ☐ amends a previously filed claim dated _____

1 BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Bondholder
☐ Personal injury/wrongful death
☐ Taxes
XX Other (describe briefly) Civil Litigation Defamation of Character, Trespass to Chattel
☐ Retiree benefits as defined in 11 U S C § 1114(a
☐ Wages salaries and compensation (Fill out below)

Your social security number _____

Unpaid compensation for services performed from _____ (date) to _____ (date)

2 DATE DEBT WAS INCURRED 09/99

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM

$ 75,000.00 (unsecured) $ _____ (secured) $ _____ (unsecured priority) $ 75,000.00 (total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

5 SECURED CLAIM

☐ Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

☐ Real Estate
☐ Motor Vehicle
☐ Other _____

Value of collateral $ _____

Amount of arrearage and other charges at time case filed included in secured claim above if any $ _____

6 UNSECURED PRIORITY CLAIM

☐ Check this box if you have an unsecured priority claim

Specify the priority of the claim

☐ Wages salaries or commissions (up to $4 650*) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor s business whichever is earlier 11 U S C § 507(a)(3)

☐ Contributions to an employee benefit plan 11 U S C § 507(a)(4)

☐ Up to $2 100 of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)

☐ Alimony maintenance o support owed to a spouse former spouse or child 11 U S C § 507(a)(7)

☐ Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)

☐ Other Specify applicable paragraph of 11 U S C § 507(a) _____

Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

8 SUPPORTING DOCUMENTS *Attach copies of supporting documents* such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous attach a summary

9 DATE-STAMPED COPY **To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of your claim**

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4 00 pm, Central Time on May 22, 2003

BY MAIL TO
Bankruptcy Management Corporation
ATTN Conseco Inc Claims
P O BOX 1042
El Segundo CA 90245 1042

BY HAND OR OVERNIGHT DELIVERY TO
Bankruptcy Management Corporation
ATTN Conseco Inc Claims
1330 East Franklin Avenue
El Segundo CA 90245

THIS SPACE FOR COURT USE ONLY

FILED
MAY 22 2003
BMC

Conseco Finance Corp Claim
49675002251

DATE SIGNED 05/22/03

SIGN and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)

Attorney for Kevin Gair

Penalty for presenting fraudulent claim is a fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 AND 3571

Name of Debtor Against Which You Assert Your Claim
Check One Box Only

- ☐ Conseco Finance Corp (02-49675 CAD)
- ☐ Conseco Finance Servicing Corp (02-49676 CAD)
- ☐ Conseco Agency of Alabama Inc (03-04692-CAD)
- ☐ Conseco Agency Inc (03 04693-CAD)
- ☐ Conseco Agency of Kentucky Inc (03-04694-CAD)
- ☐ Conseco Agency of Nevada Inc (03-04695-CAD)
- ☐ Conseco Agency of New York Inc (03-04696-CAD)
- ☐ Crum-Reed General Agency Inc (03-04697-CAD)
- ☐ Conseco Finance Canada Company (03-04698-CAD)
- ☐ Conseco Finance Canada Holding Company (03-04699-CAD)
- ☐ Conseco Finance Corp - Alabama (03-04700-CAD)
- ☐ Conseco Finance Credit Corp (03-04701-CAD)
- ☐ Conseco Finance Consumer Discount Company (03-04702-CAD)
- ☐ Conseco Finance Loan Company (03-04703-CAD)
- ☐ Conseco Finance Net Interest Margin Finance Corp I (03-04704-CAD)
- ☐ Conseco Finance Net Interest Margin Finance Corp II (03-04705-CAD)
- ☐ Green Tree Floorplan Funding Corp (03-04706-CAD)
- ☐ Green Tree Finance Corp Two (03-04707-CAD)
- ☐ Landmark Manufactured Housing Inc (03-04708-CAD)
- ☐ Rice Park Properties Corporation (03-04709-CAD)

INSTRUCTIONS FOR FILING PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law In particular types of cases or circumstances such as bankruptcy cases that are not filed voluntarily by a debtor there may be exceptions to the general rules

— DEFINITIONS —

Debtor

The person corporation or other entity that has filed a bankruptcy case is called the debtor

Creditor

A creditor is any person corporation or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor s claim) This form must be filed with the court appointed Claims Agent Bankruptcy management Corporation at the address listed on the reverse side of this page

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property

Examples of liens are a mortgage on real estate and a security interest in a car truck boat television set or other item of property A lien may have been obtained through a court proceeding before a bankruptcy case began in some states a court judgment is a lien In addition to the extent a creditor also owes money to the debtor (has a right of setoff) the creditor s claim may be a secured claim (See also Unsecured Claim)

Unsecured Claim

If a claim is not secured claim it is an unsecured claim A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full

Unsecured Priority Claim

Certain types of unsecured claims are given priority so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims) The most common types of priority claims are listed on the proof of claim form Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as Unsecured Nonpriority Claims

Items to be completed in Proof of Claim form (if not already filled in)

Court, Name of Debtor, and Case Number

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example District of Delaware) the name of the debtor in the bankruptcy case and the bankruptcy case number If you received a notice of the case from the Claims Agent Bankruptcy Management Corporation all of this information is near the top of the notice

Information about Creditor

If not already accurately pre-printed omplete the section giving the name address and telephone number of the creditor to whom the debtor owes money or property and the debtor's account number if any If (a) anyone else has already filed a proof of claim relating to this debt (b) if you never received notices from the bankruptcy court about this case (c) if your address differs from that to which the Claims Agent sent this notice or (d) if this proof of claim replaces or amends a proof of claim that was already filed check the appropriate boxes on the form

1 Basis for Claim

Check the type of debt for which the proof of claim is being filed If the type of debt is not listed check Other' and briefly describe the type of debt If you were an employee of the debtor fill in your social security number and the dates of work for which you were not paid

2 Date Debt Incurred

Fill in the date when the debt was first owed by the debtor

3 Court Judgment

If you have a court judgment for this debt state the date the court entered the judgment

4 Total Amount of Claim at Time Case Filed

Fill in the total amount of the entire claim If interest or other charges in addition to the principal amount of the claim are included check the appropriate place on the form and attach an itemization of the interest and charges

5 Secured Claim

If your claim is a secured claim check the appropriate boxes in this section You must state the type and value of property that is collateral for the claim attach copies of the documentation of your lien and state the amount past due on the claim as of the date the bankruptcy case was filed A claim may be partly secured and partly unsecured (See DEFINITIONS above)

6 Unsecured Priority Claim

If your claim is an unsecured priority claim (See DEFINITIONS above) check the appropriate boxes in this section and state the amount entitled to priority A claim may be partly priority and partly nonpriority if for example the claim is more than the amount given priority by the law Check the appropriate place to specify the type of priority claim

7 Credits

By signing this proof of claim you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor

8 Supporting Documents

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or if the documents are too lengthy a summary of those documents If documents are not available you must attach an explanation of why they are not available

Please read – Important information upon completion of this claim form you are certifying that the statements herein are true

Be sure to date the claim and place original signature of claimant or person making the claim for creditor where indicated at the bottom of the claim form Please type or print name of individual under the signature Be sure all items are answered on the claim form If not applicable insert Not Applicable

Return claim form and attachments if any and a second copy with any attachments to the Claims Agent Bankruptcy Management Corporation at the address on the front of this form

Conseco Finance Corp
Bankruptcy Case #02 B49672
Creditors, Kevin & Beverly Gair
Proof of Claim

Attachment 8.

David M Hogue #166009
Cynthia Arroyo #210348
1318 E Manning
Reedley, CA 93654
Telephone (559) 638-8414
Fax (559) 638-9972

Attorney for KEVIN GAIR and BEVERLY GAIR

SUPERIOR COURT STATE OF CALIFORNIA

COUNTY OF FRESNO

KEVIN GAIR, BEVERLY GAIR Plaintiffs, vs CONSECO FINANCE, INC successor in interest to GREEN TREE FINANCIAL CORP , and DOES 1-50, inclusive, Defendant(s)	**Case No** 02 CE CG 03103 **COMPLAINT FOR DEFAMATION AND TRESPASS TO CHATTEL**

Plaintiffs, KEVIN GAIR, BEVERLY GAIR allege as follows

I

The PARTIES

1 Plaintiffs, KEVIN GAIR, BEVERLY GAIR (herein after referred to as Plaintiffs"), are individuals residing in an unincorporated area of Fresno County, California

2 Defendant, Conseco Finance, Inc is a Delaware corporation doing business in the County of Fresno and Plaintiff is informed and believes is the successor in interest to GREEN TREE FINANCIAL CORPORATION (herein after referred to as "Defendant

3 The true nature and capacity of defendants herein under Code of Civil Procedure Section 474 and named herein as DOES 1 through 50, inclusive, are unknown to the Plaintiffs who therefore sues such defendants under such fictitious names Plaintiff will amend this

complaint to state their true names and capacities when their identities have been fully ascertained, along with appropriate charging allegations

4 Plaintiff is informed and believes and alleges that DOES 1 through 50 inclusive are responsible in some manner for the occurrences herein alleged, in that Plaintiffs' injuries were proximately caused by the actions and/or omissions of these Defendants

5 At all times herein mentioned, the Defendants, and each of them, were the agents and employees of one another and were at tall times acting within the purpose, course and scope of their employment, and each ratified and approved the acts of one another

II

JURISDICTION AND VENUE

6 This Action has been timely filed This court is the proper court in which to bring this Action because the wrongful acts alleged herein, occurred within this jurisdictional area and venue, and Defendant does business within this jurisdictional area and venue Damages are in excess of the court's minimum jurisdictional limits

III

GENERAL ALLEGATIONS

7 The Plaintiff incorporates by reference paragraphs 1 through 6 above as though said paragraphs were set forth entirely herein

8 On or about August of 1991, Plaintiffs entered into a written agreement with Defendant wherein Plaintiffs obtained a secured loan from Defendant for the purchase of a mobile home which was then located at 33088 Coyote Lane, Squaw Valley, County of Fresno, California

9 In or about the middle of 1996, Plaintiffs entered into a tentative sale of the mobile home because Plaintiffs' built a permanent home at the 33088 Coyote Lane address set forth above Said mobile home was moved to 47115 Sassafras Lane, Squaw Valley, Fresno County, California

10 Defendants were completely informed as to the mobile home sale, even having its agents visit Plaintiffs at their residence at 33088 Coyote Lane, and calling Plaintiff KEVIN GAIR

at his work to discuss the sale Defendants also mailed a loan application to the prospective buyers of the mobile home Defendant also knew that Plaintiffs' residence address did not change, but that the mobile home had been relocated

11 During the loan application process by the prospective buyers and after the subject mobile home was moved from the Coyote Lane address, Defendants continued to mail billing statements for said mobile home to Plaintiffs at their Coyote Lane address

12 In or about 1997, Defendant stopped sending billing statements to Plaintiff at the Coyote Lane address Plaintiffs assumed said loan application for the new buyers of the subject mobile home had been approved

13 In or about January of 1998, Plaintiffs received a bill from GREENTREE for the cost of a newspaper advertisement advertising that the mobile home was up for sale Plaintiffs thereafter immediately contacted the prospective buyers who assured the delinquency had been paid No delinquencies or other negative statements from GREENTREE appeared on any of Plaintiffs' credit reports until September of 1999

14 In or about September of 1999 GREENTREE mailed a first-class letter to the Plaintiffs at the Coyote Lane, Squaw Valley, address indicating that the mobile home had been repossessed, and that the Plaintiffs owed them $18,000 00 Thereafter, the Plaintiffs contacted the prospective buyers to ascertain whether they had received any correspondence or documentation regarding the loan and/or foreclosure At that point, Plaintiffs learned Defendant had changed the billing address from 33099 Coyote Lane in Squaw Valley (Plaintiff's address) to 47115 Sassafras Lane, Squaw Valley (the prospective buyers address), without Plaintiffs' knowledge and without Plaintiffs submitting a change of address to the Defendant Thus, Plaintiffs had not received any billing statements from Defendant since 1997

15 Thereafter, sometime in 1999 the Defendant sold the mobile home to a third party In December of 1999, the third party went to the property on Sassafras and split the double-wide mobile home apart in preparation to move it The rainy season then came in causing severe damage to the mobile home rendering it worthless

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IV

FIRST CAUSE OF ACTION

(Defamation)

16 The Plaintiff incorporates by reference paragraphs 1 through 15 above as though said paragraphs were set forth entirely herein

17 In September of 1999, and continuing until the present time, Defendants, and each of them, reported to various credit agencies that a repossession had occurred and that Plaintiffs were foreclosed upon and therefore did not pay their debts Furthermore, Defendant reported to the credit agencies three different addresses for Plaintiffs, implying Plaintiffs moved frequently

18 The transmission of this matter as alleged above constitutes publication, and is unreasonable without justification or privilege

19 Defendant's publication states that Plaintiffs have no intention of meeting their obligations, and are a bad credit risk

20 All of these statements are wholly untrue, tend to impugn and malign Plaintiffs' character and reputation, expose them to contempt, and has a tendency to injure them in their occupations These statements are libelous on their face and Plaintiffs seek damages in an amount according to proof to be determined at trial

21 As a proximate result of Defendant's publication, Plaintiffs' credit rating has been damaged, thereby causing Plaintiffs to pay higher interest rates for loans, sustaining damages to Plaintiffs in an amount according to proof to be determined at trial

22 As a further proximate result of Defendant's actions, Plaintiff is entitled to punitive or exemplary damages for Defendant's intentional, willful, malicious and oppressive publication Furthermore, at all times Defendants knew Plaintiffs' whereabouts, however, never warned them or otherwise contacted Plaintiffs concerning the alleged foreclosure or failure to pay Plaintiffs request punitive damages in an amount to punish Defendant for the intentional acts committed and to act as a deterrent for the commission of further acts in the future

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V

SECOND CAUSE OF ACTION

(Trespass to Chattels)

23 The Plaintiff incorporates by reference paragraphs 1 through 22 above as though said paragraphs were set forth entirely herein

24 At all relevant times mentioned herein, Plaintiffs maintained legal title to the mobile home, and therefore were entitled to possession of said mobile home

25 In or about 1999 Defendant intentionally interfered with Plaintiffs' right to possession of the mobile home when it lawfully and unlawfully sold said mobile home to a third party After Defendant sold said mobile home to the third party, the third party split open the mobile home during the winter season causing the rains to severely damage the mobile home and render it worthless

26 As a direct and proximate cause of Defendant's intentional interference with the Plaintiffs' right to possession of the mobile home, Plaintiffs were damaged in a sum according to proof

PRAYER

WHEREFORE, the Plaintiffs pray for the following relief

1 For an award of general damages in an amount according to proof,

2 For an award of special damages according to proof,

3 For an award of punitive damages according to proof,

4 For costs of suite incurred herein,

5 For an award in favor of Plaintiffs for reasonable attorneys fees and costs in an amount according to proof, and

6 For such other relief as the Court may deem just and proper

DATED 9/4, 2002

Cynthia Arnold for DMH

DAVID M HOGUE, Attorney for
KEVIN GAIR and BEVERLY GAIR