

FILED
JACKSONVILLE, FLORIDA

AUG 23 2012

CLERK, U. S. BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

Chapter 11 Case

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,
REO SPECIALISTS, LLC, and
HOME AMERICAN MORTGAGE, INC.,

Case No. 3:09-bk-07047-JAF
Case No. 3:09-bk-1022-JAF
Case No. 3:09-bk-10023-JAF

Jointly Administered Under
Case No. 3:09-bk-07047-JAF

Debtors

In re:

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Case No. 3:09-bk-07047-JAF

CREDITOR DEAN L. JACOBS AND MARCIELLE S. JACOBS MOTION FOR ENTRY OF AN ORDER AUTHORIZING AND DIRECTING EXAMINATION OF THE TAYLOR, BEAN & WHITAKER MORTGAGE CORP. PURSUANT TO RULE 2004 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE

COMES NOW, DEAN L. JACOBS and MARCIELLE S. JACOBS, "Jacobs" or "Creditor" pro se hereby moves this Court (the "**Motion**") pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), for entry of an order authorizing and directing the examination of Taylor, Bean & Whitaker Mortgage Corp. ("**TBW**") authorizing the Creditor to issue subpoenas in furtherance of such examination, and directing Erla Carter-Shaw and John Lippincott (a) appear for examination through designated representatives; and (b) produce documents responsive to the Creditor's requests, which the Creditor anticipates being substantially in the form attached hereto as **Exhibit A** (as may be amended prior to service on TBW, the "**Request for Production**"). In support of the Motion, the Creditor respectfully represents as follows:

JURISDICTION

1. The United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division (the "**Court**") has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334.
2. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A).
3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
4. The rule-based predicate for the relief sought herein is Bankruptcy Rule 2004.

BACKGROUND

5. Prior to August 2009, TBW was the country's largest independent originator and servicer of residential mortgage loans. TBW established the Ocala facility in January 2005 as a wholly-owned bankruptcy-remote subsidiary (with an independent Special Member). Ocala was created for the purposes of: (a) purchasing mortgage loans originated by TBW; and (b) selling such mortgage loans to third parties, principally the Federal Home Loan Mortgage Corporation ("**Freddie Mac**"). In furtherance of this structure, the Debtor raised money from Deutsche Bank AG ("**DB**") and BNP Paribas Mortgage Corporation ("**BNPP**," and collectively with DB, the "**Noteholders**"), and various other financial institutions, as secured lenders through sales of asset-backed commercial paper (the "**Funding Facility**") under the Prepetition Indenture (as defined below). The Debtor used proceeds of mortgage sales to Freddie Mac and others to satisfy its financing obligations to its lenders. By 2007, Ocala's role in providing liquidity to TBW had grown to the point where the outstanding balance of notes issued under the Funding Facility was over \$4.4 billion. The Funding Facility was restructured in June 2008 such that the maximum outstanding balance was reduced to \$1.75 billion.
6. From 2002, prior to the Debtor's formation, through August 2009, TBW's former Chief Executive Officer Lee Farkas and certain other employees of TBW (collectively, the "**Farkas Parties**") engaged in a scheme to defraud, among others, Colonial Bank, the Ocala, and the Ocala's secured lenders and other creditors. The purpose of the scheme was to enrich the Farkas Parties and cover up their fraud.
7. From May 2008 until TBW's collapse in August 2009, the Farkas Parties diverted approximately \$1 billion in cash from the Debtor to certain of TBW's creditors chief

among the beneficiaries of these payments was Freddie Mac, which received approximately \$805 million from Ocala from September 2008 through August 2009. By causing Ocala to transfer funds to certain of TBW's creditors, the Farkas Parties were able to maintain the appearance that TBW was continuing to honor its servicing obligations to Freddie Mac and others, thereby extending their fraudulent scheme. As a result of the improper use of the Debtor's funds, the Debtor was left with substantial shortfalls in collateral to secure or service the Funding Facility.

8. On Monday, August 3, 2009, federal law enforcement agents simultaneously executed search warrants at TBW's Ocala headquarters and at the Orlando offices of Colonial Bank, N.A. On August 4, 2009, the following day, the United States Department of Housing and Urban Development ("**HUD**") delivered to TBW a written notice suspending TBW's HUD/FHA origination and underwriting approval. That same day, the Government National Mortgage Association ("**Ginnie Mae**") delivered to TBW a written notice of termination of TBW as a Ginnie Mae issuer and servicer of its \$26 billion mortgage portfolio. Finally, also on August 4, 2009, Freddie Mac delivered to TBW a written notice of the termination of TBW's eligibility to sell loans to Freddie Mac and to service its \$51.2 billion portfolio. In combination, these terminations and suspensions rendered TBW unable to conduct its business.
9. TBW filed a voluntary petition for relief on August 24, 2009. Immediately prior to the commencement of the TBW Case, the board of TBW authorized the appointment of Neil Luria as chief restructuring officer ("**CRO**") for TBW. After the commencement of the TBW Case, the Bankruptcy Court authorized his appointment as TBW's CRO and the provision by Navigant Capital Advisors, LLC ("**Navigant**") of certain personnel of Navigant as additional restructuring support staff.
10. TBW and its joint debtor-affiliates confirmed their Second Amended Joint Plan of Liquidation (the "**TBW Plan**") on July 21, 2011, and the TBW Plan became effective on August 10, 2011. The TBW Plan established the TBW Plan Trust to marshal and distribute all remaining assets of TBW. Neil Luria remains the CRO of TBW and is also the Plan Trustee of the TBW Plan Trust.

11. During the TBW Case, TBW, Ocala, Freddie Mac and the FDIC reached several court-approved agreements reconciling the ownership of loans purportedly sold through the Ocala. Ocala was allocated several hundred mortgage loans and cash proceeds related thereto. Ocala holds 252 mortgage loans with an unpaid balance of approximately \$42.3 million (as of May 31, 2012). Ocala also holds five "real estate owned" ("REO") properties resulting from foreclosures. Ocala also holds approximately \$22.4 million in proceeds of mortgage loans previously owned by it that are on deposit in an account in Ocala's name at Regions Bank. Finally, Ocala has an interest in approximately \$75 million in cash, consisting of proceeds of mortgage loans previously owned by Ocala, that are in an account maintained by Bank of America, N.A. as Prepetition Indenture Trustee for the benefit of the Noteholders (the "**Prepetition Indenture Trustee**"). Ocala also holds a claim in the current amount of approximately \$1.6B against the estate of TBW (the "**TBW Claim**").

12. The Jacobs are creditors in the TBW bankruptcy with claim number 1484 and respectfully ask the court to move the Debtor to produce the documents requested in Exhibit A by the servicer(s), the investor(s) and the Debtor. The **loan number is 1217847**; property address is **305 Rolling Hills, Place, Parker, Colorado**. Said loan was closed on June 28, 2006 and DOT listing MERS as Beneficiary for this security instrument for lender TBW and was recorded in the Elbert county records on 7/25/2006, book 686 and page 99.

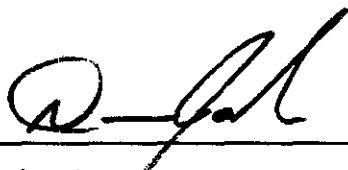
13. Many homeowners are in the same situation as the Jacobs and are unable to determine who owns their loan. Even after foreclosure the Jacobs are unable to determine who the lender is/was. This has widespread implication for the thousands of homeowners that pay their loan but are unable to pass clear title to any buyer.

Wherefore, the Creditor respectfully requests the entry of an order: (1) authorizing the Creditor to serve the Request for Production and notices of deposition upon TBW; and (2) authorizing the Creditor to issue subpoenas or other process to compel a response to the Request for Production; (3) compelling TBW to respond to the Request for Production and subpoenas within thirty (30) days of service; (4) compelling attendance of TBW and their current and former employees at one or more oral examinations within 30 days after receipt of respective

subpoenas; and (5) granting the Creditor such other and further relief as the Court deems just and proper.

Dated this 22nd day of August, 2012

Respectfully submitted,



Dean L. Jacobs
305 Rolling Hills Place
Parker, CO 80138



Marcielle S. Jacobs
305 Rolling Hills Place
Parker, CO 80138

EXHIBIT A

**Form of Request for Production of Documents
(subject to material amendment and revision)**

Attached

In re:

Chapter 11 Case

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,
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MORTGAGE CORP.,

Case No. 3:09-bk-07047-JAF

BERGER SINGERMAN LLP
Counsel to Neil F. Luria, Plan Trustee for the Taylor, Bean & Whitaker Plan Trust

CREDITOR'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

DEFINITIONS AND INSTRUCTIONS

Definitions:

CREDITOR'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS Pursuant to Rule 2004(c) of the Federal Rules of Bankruptcy Procedure, Dean L. Jacobs and Marcielle S. Jacobs "Jacobs" or "Creditor"), pro se, hereby serves the following request for production of documents on the Taylor, Bean & Whitaker, Mortgage Corp. "Debtor".

1. "Freddie Mac", "you" and "your" refers to the Federal Home Loan Mortgage Corporation and each of its subsidiaries, affiliates, divisions, departments, offices, conservators, receivers, and any present or former officers, directors, trustees, shareholders, partners, employees, agents, attorneys, representatives, principals, assigns and any person or entity who acted or purported to act in whole or in part on behalf of Freddie Mac.

2. "Debtor" refers to Taylor Bean & Whitaker, Mortgage Corp. and each of its predecessors or successors in interest, parents, subsidiaries, affiliates, divisions, departments, offices, and any present or former members, managers, officers, directors, executives, trustees, shareholders, partners, employees, agents, attorneys, representatives, principals, assigns and any person or entity who acted or purported to act in whole or in part on behalf of Ocala.

3. "TBW" refers to Taylor, Bean & Whitaker Mortgage Corp. and each of its predecessors or successors in interest (including the Taylor, Bean & Whitaker Plan Trust), parents, subsidiaries, affiliates, divisions, departments, offices, and any present or former officers, directors, executives, trustees, shareholders, partners, employees, agents, attorneys, representatives, principals, assigns and any person or entity who acted or purported to act in whole or in part on behalf of TBW.

4. The term "communication" means any transmittal of information in the form of facts, ideas, inquiries or otherwise, by any method. A document request for communications includes without limitation correspondence, telexes, telecopies, SMS/text messages, Instant Messages (IMs), Bloomberg messages, electronic mail, all attachments and enclosures thereto, computer tapes, discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications, phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

5. The term "document" means any written, recorded or graphic or other recorded matter, whether produced (visually, electronically, magnetically, mechanically or otherwise), reproduced, published, promulgated or stored on paper, cards, tapes, films, computer storing devices, cell phones, BlackBerry or PDA devices, or any other media and includes, but is not limited to, the following: paper; books; letters; regulations; notices; statutes; photographs; objects; tangible things; correspondence; telegrams; cables; telex messages; facsimile transmissions; memoranda; notes; notations; work papers; transcripts; minutes; reports and recordings of telephone or other conversations; interviews; conferences or other meetings; affidavits; statements; summaries; opinions; proposals; reports; studies; analyses; evaluations; contracts; agreements; journals; statistical records; desk calendars; appointment books; diaries;

lists; tabulations; sound recordings; computer printouts; and things similar to any of the foregoing, however denominated. When one or more of the foregoing documents is requested by use of the term "document," the request includes, but is not limited to, the original and each and every copy and draft thereof having writing, notations, corrections, or markings unique to such copy or drafts. The term "document" includes but is not limited to information stored on business, personal, and portable computers, or in any archived form, as well as information stored on cell phones, blackberries or other PDA devices. To the extent any "document" is maintained or accessible to you in electronic or other native format (*e.g.*, Microsoft Excel spreadsheets), a request for such "document" includes a request for such document in its native format, including all metadata contained in such document.

6. The singular includes the plural and vice versa; reference to any gender includes the other gender; and reference to the past tense includes the present, and vice versa.

7. The word "any" means "any and all" and vice-versa; the word "including," means "including without limitation."

8. The terms "concerning," "relating to," "referring to," "pertaining to," "reflecting," "evidencing," "discussing," and "constituting" are used, for purposes of these document requests, as equivalent terms, each including the other, or having any logical or factual connection with the matter discussed.

9. The terms "and" as well as "or" shall be construed both conjunctively and disjunctively as necessary in order to bring within the scope of the document requests all responses which might otherwise be construed outside its scope.

10. The term "person" means the singular, as well as the plural, and includes any natural person, proprietorship, partnership, corporation, association, organization, joint venture, governmental body, agency, governing board, trust, estate, firm or other entity, and any representative of any thereof.

Instructions:

1. The following requests for production of documents (the "Requests") are to be regarded as continuing in nature, so that further, more complete, and supplemental responses must be served immediately if you obtain further, more complete, or new information or documents prior to the final disposition of this matter.

2. Each paragraph and subparagraph hereof, and the definitions herein, are to be construed independently, and not by or with reference to any other paragraph or subparagraph or definition herein for the purposes of limiting the scope of any particular request or the subject matter thereof.

3. You are required to furnish all responsive documents that are in your possession, custody or control, or available to you, including documents in the possession of your principals, members, partners, managers, officers, directors, agents, accountants, auditors, employees, subsidiaries, assigns, affiliates, attorneys or any other person acting or purporting to act on your behalf or otherwise subject to your control, regardless of whether those documents are in personal or company files.

4. You must make a diligent search of your records and of other papers and materials in your possession or available to your representatives, as identified above. If you cannot obtain the documents requested, you must explain in your response the circumstances and what has been and is being done to obtain the documents.

5. All documents are to be produced in their entirety, without abbreviation or expurgation, including both front and back thereof, and all attachments or other matters affixed thereto.

6. If any portion of any document is responsive to any document request, the entire document must be produced.

7. With respect to those documents withheld by reason of a claim of privilege, work product or other ground of non-production, a list is to be furnished at the time that the documents are produced, which list shall identify (i) each document withheld, (ii) the privilege claimed (*e.g.*, attorney-client privilege), (iii) the nature of the document (*e.g.*, letter, memorandum, etc.), (iv) the date and author of such document, (v) the names of all persons to whom such document was directed or by whom received, including any person who had an opportunity to review such document, and, where not apparent, the relationship of the author and the addressee to each other, (vi) the sender of such document, (vii) any indicated or blind copies, (viii) the subject matter, (ix) the number of pages, (x) the document production requests to which such document relates, (xi) and the name of the present custodian. If a portion of an otherwise responsive document contains information subject to a claim of privilege, those portions of the document subject to the claim of privilege shall be redacted from the document and the rest of the document shall be produced, and the redacted portion should be listed on the above log.

8. In the event that any document responsive to any of the Requests has been destroyed, otherwise disposed of or transferred to another person, that document is to be identified on a log to be produced by you as completely as possible, including, but not limited to, the following information: author(s); addressee(s); indicated or blind copy recipient(s); date; subject matter; date of destruction, disposal or transfer; reason for destruction, disposal or transfer; person(s) authorizing the destruction, disposal or transfer; and person(s) destroying, disposing of or transferring the document.

9. All documents are to be produced as they are kept in the usual course of business unless you choose instead to organize and label them to correspond with each request to which they respond, in which case you are required to identify the location at which each document is normally stored and from which it was removed for the purpose of this production.

10. All documents which cannot be legibly copied must be produced in their original form.

11. With respect to any documents stored in a computer database, including without limitation electronic mail and spreadsheets, you must provide both a hard copy print out of such documents, as well as a copy of the computer or electronic tape, disc, or other electronic medium on which the document is stored, including all backups and archives of such computer database.

DOCUMENT REQUESTS

On March 25, 2009, after numerous attempts to communicate with TBW both in writing, telephonically and via email, a QWR and a complaint to four different government agencies a letter was sent by the Jacobs' attorney, both faxed (fax receipt confirmed) and mailed. No response was received to the aforementioned letter to Mr. John Lippincott, associate counsel for TBW.

As such and in view of the issues surrounding this mortgage loan, the Jacobs respectfully asks the court to compel production of the following documents and send to the Jacobs at the **Dean L. Jacobs and Marcielle S. Jacobs c/o Matthew Roth at 5299 DTC Boulevard Suite 410 Greenwood Village, CO 80111**. The loan number is 1217847; property address is 305 Rolling Hills, Place, Parker, Colorado. Said loan was closed on June 28, 2006 and DOT listing MERS as Beneficiary for this security instrument for lender Taylor, Bean & Whitaker Mortgage Corp. was recorded in the Elbert county records on 7/25/2006, book 686 and page 99.

- 1) Proof of custody of the original of the subject mortgage and Note;
- 2) Copies of documents setting forth the present physical location of the original mortgage and the original note;
- 3) Copies of documents setting forth the name, address, and telephone number of the physical custodian of the original note and original mortgage;
- 4) Copies of all Pooling and Service Agreements, Custodial Agreements, Deposit Agreements, Master Purchasing Agreements, Issuer Agreements, Commitment to Guarantee Agreements, Release of Document Agreements, Master Agreements for Servicer's Principal and Interest Custodial Account, Servicer's Escrow Custodial Account Agreements, Release of Interest Agreements, or Trustee Agreements relating to the mortgage loan;

- 5) Copies of documents setting forth the entire chain of title to the mortgage and note the subject of this action from the original lender to the present true owner and holder of the note and mortgage;
- 6) Copies of documents setting forth any authority of any entity to collect monthly mortgage payments;
- 7) Copies of documents which identify any transfer or assignment, by HUD or Freddie Mac of any foreclosure rights to any party;
- 8) Copies of documents setting forth any assignment of either the mortgage or note the subject of this action to any particular Specialized Investment Vehicle (SIV), CMO, CDO, MBS, CDS, or tranche(s) therein;
- 9) Copies of documents setting forth the full name, current address, and telephone number of each holder of or investor in any SIV, CMO, CDO, MBS, or CDS which is collateralized in whole or in part by either the mortgage or note or any right incident thereto or thereunder;
- 10) Copies of documents concerning any consideration exchanged between any persons or parties in connection with the assignment or sale of any part of, or right under, or right incident to the mortgage loan (e.g. assignment or sale of mortgage, assignment or sale of note, assignment or sale of servicing rights, assignment or sale of right to income stream from borrower payments, assignment to a mortgage pool, assignment to any SIV, CMO, CDO, MBS, or CDS);
- 11) Copies of documents evidencing any agreement between the original lender or any other person or party and any appraisal company, appraiser, or mortgage broker relating to the mortgage loan or the real property subject to the mortgage loan;
- 12) Copies of documents evidencing any agreement between the original lender and any person or party relating to the servicing, in any respect, of the mortgage loan;

- 13) Copies of documents evidencing any agreement relating to the servicing, in any respect, of the mortgage loan;
- 14) Copies of documents comprising invoices, bills, or statements for any charges in connection with the mortgage loan, including but not limited to appraisals, inspections, BPOs (Broker Price Opinions), attorneys' fees, accounting fees, and the like whether or not identified on the HUD-1 Settlement Statement;
- 15) Copies of documents comprising the account servicing records in connection with the mortgage loan relating to calculation of interest, interest rate adjustments, ARM audits, and the like from the inception of the account to the present;
- 16) Copies of documents relating to any suspense or unapplied account transactions in connection with the mortgage loan from inception of the account to the present;
- 17) Copies of documents setting forth the assessment of any late fees and the treatment thereof (e.g. as liquidated damages, interest, or otherwise);
- 18) Copies of documents setting forth the reporting of any late fees as interest to the Internal Revenue Service;
- 19) Copies of all appraisals and property inspections concerning the real property subject to the mortgage loan;
- 20) Copies of all appraisals, evaluations, broker assessments, or other valuations as to the mortgage loan;
- 21) Copies of documents setting forth any forced-placed insurance on the real property subject to the mortgage loan;
- 22) Copies of documents setting forth any notice to the borrower that any person or party intended to force-place insurance coverage on the real property subject to the mortgage loan;

- 23) Copies of documents signed by the borrower authorizing the assessment, charge, or collection of any forced-placed insurance coverage;
- 24) Copies of documents setting forth all information contained within any mortgage servicing or accounting computer systems, including but not limited to Alltel or Fidelity CPI systems or any other software, concerning the servicing or sub-servicing of the mortgage loan from inception of the account to the present;
- 25) Copies of documents identifying any descriptions or legends of all codes utilized within any mortgage servicing or accounting system identified within your response to category number "24" above;
- 26) Copies of documents evidencing all payments made by the borrower or any third party on or toward the loan obligation the subject of this action at any time;
- 27) Copies of documents setting forth any credits applied against any balance due on the mortgage loan at any time, including amount of credit, date credit applied, source of credit, and obligation to which credit was applied (e.g. principal, interest, late fees, etc.);
- 28) Copies of documents setting forth the disposition of all payments made by the borrower or any third party in connection with the mortgage loan, including but not limited to documentation setting forth amounts assigned to or credited against principal, interest, insurance escrows or payments, tax escrows or payments, late fees, or any other charges;
- 29) Copies of documents setting forth the treatment of all taxes relating to the mortgage loan, including but not limited to establishment and maintenance of tax escrows; payment of taxes, refund of excess escrows, source of funds for tax escrows and payments, and the like;
- 30) Copies of all escrow analyses in reference to the mortgage loan from inception of the account to the present;

- 31) Copies of policies of insurance, including but not limited to private mortgage insurance, insurance in favor of any trustee or loan trust, or any other insurance which provides benefits to any party in privity with the original lender or successor thereto in connection with the mortgage loan;
- 32) Copies of documents setting forth any claims made against any policy of insurance the subject of category number "31" above;
- 33) Copies of documents setting forth any payments made or received in connection with any claim the subject of category number "32" above;
- 34) Copies of documents setting forth any denial or reservation of rights as to any claim made in connection with any policy of insurance the subject of category number "32" above;
- 35) Copies of documents demonstrating any funding of the mortgage loan by any certificated or un-certificated security; and
- 36) Copies of documents demonstrating any funding of the mortgage loan by Freddie Mac.

EMPLOYEES ERLA CARTER-SHAW AND JOHN LIPPINICOTT

- 37) In response to the Jacobs 2008 Qualified Written Request "QWR", Mr. John Lippincott of the Office of General Counsel at TBW in 2008 replied:

"Although you demand copies of loan sale and servicing agreements, TBW is not obligated to provide photocopies of the actual agreements pursuant to which your clients' loan was transferred or pursuant to which we currently service your clients' mortgage. There are good reasons that we cannot provide those copies, including contractual obligations of confidentiality. [Emphasis added] The terms of such agreements are competitively sensitive information that TBW would not want its competitors to have, and therefore it does not disclose that information absent a court order guaranteeing its confidentiality. In addition, these agreements contain information about loans other than your clients' and concerns about the financial privacy of other consumers prevent us from providing copies to you."

A federal jury in the Eastern District of Virginia found LEE BENTLEY FARKAS guilty of one count of conspiracy to commit bank, wire and securities fraud (18U.S.C. §1349) (18U.S.C. §§ 1343 and 2) (18U.S.C. §§1348 and 2); six counts of bank fraud (18U.S.C. §§1344 and 2); four counts of wire fraud (18U.S.C. §§ 1343 and 2); and three counts of securities fraud. The Jacobs request documentation showing the history and accounting of their loan including those transfers that were fraudulent and pledged up to thirteen times as stated in prior testimony.

38) In a recent submission to the IL Supreme Court Mortgage Foreclosure Committee by the NAACP Chicago Far South Suburban stated "We believe that Erla Carter-Shaw signed all of the endorsements on the Taylor Bean, Whitaker notes. However, there's evidence that the signature was forged." Upon information and belief the Jacobs suspect her signature was stamped on their note and although she may have had knowledge of the stamp she did not supervise the stamping of the Jacobs note. Upon information and belief the stamp used to "Pay without recourse to Taylor Bean & Whitaker" with Erla Carter-Shaw's signature also may not be an authentic signature. The Jacobs' ask that an expert witness authenticate the signature of Erla Carter-Shaw on the stamp and a comparison be made to her signature provided in the presence of an officer of the this court and the Creditor or Representative of the Creditor and to other signatures that have appeared in court filings post TBW bankruptcy.

DOCUMENTS RELATED TO FORMER EMPLOYEES ERLA CARTER-SHAW AND JOHN LIPPINCOTT. ANSWER EACH QUESTION FOR BOTH EMPLOYEES

39) Job description;

40) Educational background beginning with high school and schools attended;

41) Where you attended school and special training;

42) Dates of employment and job title, if more than one job title the dates of employment up to the termination of your employment;

43) Organizational chart;

- 44) Salary paid and any benefits received from Lee Farkas such as property, mortgages or other tangible or intangible compensation whether reported to the IRS or not;
- 45) Number of direct reports;
- 46) Organizational relationship with Lee Farkas;
- 47) Personal relationship with Lee Farkas;
- 48) Direct supervisor;
- 49) Performance evaluations;
- 50) Co-workers;
- 51) Current employer or company owned;
- 52) Describe your current relationship with the Plan Trustee Neil Luria, Five Brothers Default Management Solutions and Forerunner LLC's relationship to Five Brothers Default Management Solutions and your current relationship with Freddie Mac;
- 53) Define employment with Five Brothers Default Management Solutions, how long you have been with them and your role in those positions as well as your job duties and how much you are paid, including commissions and all forms of remuneration for you and your spouse;
- 54) Please list all the loans you have had with TBW and the disposition of those loans, dates and addresses to the related properties or if an active mortgage note(s) please provide information regarding those note(s) including the terms of the mortgage notes; and
- 55) Company documents that show compliance and non-compliance with the Sarbanes-Oxley Act and audit work papers from the 2008 and 2009 audit.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served Chief Judge Karen S. Jennemann 401 W. Central Blvd. Suite 1200 Orlando FL 32801-0180 mail to: Elena Escamilla, Trial Attorney, Office of the United States Trustee. U.S. Department of Justice Florida Bar No: 898414, 135 W. Central Blvd., Suite 620 Orlando FL. 32801 and served to via mail to: Edward J. Peterson, III (FBN 014612) **STRICHTER, RIEDEL, BLAIN & PROSSER, P.A., (Attorneys for the Debtor)** 110 East Madison Street, Suite 200 Tampa, FL 33602, and to Jeffrey W. Kelley (GABN 412296) **TROUTMAN AND SANDERS LLP, (Special Counsel to Defendants)** 600 Peachtree Street, Suite 5200, Atlanta, Georgia 30308

Marcielle Jacobs

AFFIDAVIT

STATE OF COLORAD §

COUNTY OF ELBERT §

This instrument was acknowledged before me on the 22 day of August 2012 by *marcielle Jacobs* in the capacity stated therein.

Christine Carrillo

Notary Public, State of Colorado

