

FILED
JACKSONVILLE, FLORIDA

AUG 30 2012

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

UNITED STATES BANKRUPTCY COURT

In re:)	Chapter 11
)	
TAYLOR, BEAN & WHITAKER)	CASE NO. 3:09-BK-7047-JAF
MORTGAGE CORP)	
REO SPECIALTIES, LLC)	CASE NO. 3:09-BK-10022-JAF
HOME AMERICAN MORTGAGES, INC.)	CASE NO. 3:09-BK-10023-JAF
)	
JOINTLY ADMINISTERED UNDER)	CASE NO. 3:09-BK-07047-JAF

Sandy S. Smith, et. al.

Appellants

vs.

**Taylor, Bean and Whitaker Mortgage Corp.,
REO Specialties, LLP,
and Home America Mortgage, Inc.**

Appellees

Appellants Sandy Smith, et. al, Statement of Issues on Appeal

Whereas, Appellants Sandy S. Smith, Pro Se, Michael R. Elliott and Dianna L. Elliott, Pro Se, , Larry W. Stout and Tammy Stout, Pro Se, Linda Bacon, Pro Se, Jeff Gorrell and Darlene Gorrell, Pro Se, Djuanna Reed, Pro Se, John Crain, Pro Se, and Jay D. Oyler, Pro Se, pursuant to 8006, Rules of Bankruptcy Procedure, by and through themselves, as Pro Se Litigants sets forth the following issues on Appeal:

1. We the appellants are requesting a *De Nova* by another bankruptcy judge in authority

The entire TBW bankruptcy has been an obfuscation to Federal law, the public, tax payers and to appellants (victims).

2. We are requesting by Federal law a spread sheet breaking down just how much TAX PAYERS money as well as victims money is being lauded through this bankruptcy court.

3. The Seventh Amendment provides in pertinent part that "In suits at common law, where the value in controversy shall exceed twenty dollars, the right to trial by jury shall be preserved.

" This language does not include a single reference to "manipulation" of a jury by the Court in a conspiracy with lawyers to design a verdict suitable to the Court through the use of lawyer rules, judicial rules, court rules or otherwise trumped up legal technicality and instructions which effectively "handcuff" the jury. All of these activities are no more or less than a denial of the right to a jury of peers with Constitutional authority to judge both facts and law in a case.

4. The Fourteenth Amendment Due Process Clause and Equal Protection Clause (Section 1), "expressly declares no state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States nor shall any state deprive any person of life, liberty, or property, without due process of laws." (Section 3), provides in pertinent part that "no person should hold any office, civil or military, under the United States or under any State to have been previously taken an oath as an Executive or Judicial Officer of any state to support the Constitution of the United States, shall have engaged in insurrection or rebellion against the same." (USC Fourteenth Amendment deprives of the use of property) *Tracey v. Ginzberg* 205 US 170, 27SC CT 461. *Wagner v. Lese* 239 US 207 36SC (t)6.

5. Title 42 USC 1983 provides relevant part; "every person who, under color of any statute ordinance, regulation, custom, or usage, of any state subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of

any, privileges, or immunities secured by the Constitution shall be liable to the party injured."

Title 42 USC 1985 action which seeks statutory and punitive damages in conjunction with equitable relief as in this case is considered a legal claim, entitling Appellants to a jury trial. *See An-Ti v. Michigan Technological Univ.* 493F. Of Supplement. 1137.

6. Appellants allege, individual discriminatory animus is behind the conspirators action as the court records reflect. That the actions are clearly a product of bias and prejudice of the Court. *See Griffin v. Breckridge*, 403 U.S. 88, 102 (1971). The U.S. Supreme Court acknowledged in *Gray v. Alexandria Women's Health Clinic* 113 S. Ct. 753 (1993) that the standards announced in *Griffin* was not restricted to "Race" in discrimination. It is therefore reasonable to assume that 1985 (3) may be used for "class based" claims other than race which is alleged in this Appeal and case.

7. Many judges have a total disregard for their oath of office under Title 28 Section 453, All judges take this oath of office to uphold the United States Constitution.

8. **RESERVATION OF RIGHTS**, by filing this Appeal, Appellants do not intend to limit, waive, release or otherwise modify any rights or claims that Appellants may have in this Court or under Constitutional Law, Civil Rights and Due Process of Law. Appellants reserves to amend this Appeal to specify other any acts, loss or damages and costs sustained or incurred or any facts relevant to establish Appellants entitlement to recover damages and refer to Constitutional Rights.

9. Appellants reserve the right which is Inclusive of any institutions whereas pooling and servicing and/or transfers and sales of Appellants alleged loans have been affected. Appellants have compiled and presented evidence and other information which is relevant to our claim. Appellants will make said materials available to the Court, a Mediator and/or Taylor, Bean and Whitaker and their Counsel upon the party entering into a mutually acceptable agreement

regarding the information which provides proof of evidence that provides validation of contorts which has induced harm onto Appellants.

10. Whereas, Appellants claim Common Law Fraud upon Appellees, Appellees' actions meet the contort definitions of Common Law fraud,
11. Whereas, Appellants are asking by Federal law a complete corporate disclosure not only of Taylor, Bean & Whitaker, but also Ocala Funding and each of the other financial institutions taking part in this obfuscation bankruptcy court , such as Bank of America, as they were trustee for Ocala Funding, Colonial Bank, Deloitte & Touche, Deusche Bank, US Ameribank, Selene Mortgage, LaSalle Bank, BNP Paribas Mortgage Corp. Bank of America N.A., OF Finance LLC. Lending Process Services, Navigant Capital, JP Morgan Chase, CitiBank..
12. Therefore the Appellants are asking for disclosure of all the working and non working relationships involved in this court proceeding, Neil Luria, Charles Sweet, Paul Singerman, Lending Process Services et al, as non of these relationships were revealed before bankruptcy court started. Each and every relationship is important as are the corporate disclosures, this is to reveal to TAX PAYERS, victims, the Appellants as also to Department of Justice and Judge Jerry Funk the unclean hands , the suspressed fraud .
13. There fore Appellants claims and motions are being denied under the guise of protecting the trust while millions of dollars are paid to Neil Luria, Navigant Capital, Berger Singerman, Troutman Sanders, Strickler Riedel,Blain, & Prosser PA.. Judge Jerry Funk even ask the question as to why so much money was being paid out. Also money paid to attorneys to defend Lending Process Services with out prior approval from trust or the court. A little *De Nova* review into these situations should answer questions for Creditors as where is their money going!

The Total Amounts have been received in accordance with filed financial documents from September 2009 to July, 2011, such documents reveal the amounts paid in a "Bankruptcy Case" are

exuberant and excessive!

. NL Ventures VI	(with settlement)	\$ 4,077,729.59
Navigant Consulting	(with final payment)	\$33,017,434.2
Troutman Sanders		\$31,928,189.69
Berger Singerman		\$ 5,563,721.98
Stichter Riedel		\$ 1,148,586.82
<u>Total Amount to date</u>		<u>\$75,735,662.30</u>

THESE ARE AMOUNTS ONLY TO JULY 2011

14.

NOTICE AND DISCLAIMER

This Final Reconciliation Report (the "Report") is intended to provide the Court, mortgage investors, creditors, and other stakeholders with the final results of the Servicing Reconciliation and the Asset Reconciliation performed by Taylor, Bean & Whitaker Mortgage Corp., as the Debtor and the Debtor in Possession in this Chapter 11 case ("TBW" or the "Debtor"). The information set forth herein is the result of work performed by the Debtor, its Chief Restructuring Officer and associated support staff and legal counsel. The findings set forth in this Report (including the tables and exhibits) are the result of reconciliation activities conducted in accordance with processes designed by the Debtor and are not intended to be in conformance with Generally Accepted Accounting Principles, Generally Accepted Auditing Standards, or Attest Engagement Standards as defined by the American Institute of Certified Public Accountants.

While this Report is intended to be final, it is important to emphasize that because of the circumstances of this case, it is conceivable that specific findings could change as additional facts are discovered. The findings set forth below are intended to be factual and are not intended to be and should not be construed as an opinion or assurance of any lawyer, accountant, or other professional involved in the reconciliation process.

Due to the time and expense required, the Debtor has not undertaken a comprehensive analysis of all receipts and disbursements of money by TBW in the course of its business operation. It may be necessary and appropriate to perform such an analysis, at least for specific time periods, at some future stage of this case.

Therefore with this disclaimer posted as the accounting method and reconciliation method used It is clear that the Honorable Judge Jerry Funk has erred in not reviewing any of the Appellants documents filed through out this bankruptcy proceeding. Therefore the Appellants hold the Honorable Jerry Funk as part of the fraud upon this court, the Appellants(victims) , the TAX PAYERS. creditors. Therefore as American citizens, we are exercising our rights to Due Process of Law, by requesting a *nova* review and right to appeal.

A claimant has the right to have final orders in a non core matter entered only after a *de nova* review by a District Judge.

Bankruptcy Judges do not exercise "the Judicial Power of the United States but only perform duties delegated to them by the United States Federal Judge, including United States Circuit Judge and the United States Supreme Court Justices. Appellants right to trial by jury in any proceeding so triable in this case.

Appellant's right to have a District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal or any other rights, claims, actions, defenses, set offs or recoupments to which claims or actions, defenses set offs and recoupments appellants expressly reserve.

16. **COURT: An agency of the sovereign created by it directly or indirectly under its authority, consisting of one or more officers,** established and maintained for the purpose of hearing and determining issues of law and fact regarding legal rights and alleged violations thereof, and of applying the sanctions of the law, authorized to exercise its powers in the course of law at times and places previously determined by lawful authority. [Isbill v. Stovall, Tex.Civ.App., 92 S.W.2d 1067, 1070; Black's Law Dictionary, 4th Edition, page 425]. "Due Process of law implies and comprehends the administration of laws equally applicable to all under established rules which do not violate fundamental principles of private rights, and in a competent tribunal possessing jurisdiction of the cause and proceeding upon justice. It is founded upon the basic principle that every man shall have his day in court, and the benefit of the general law which proceeds only upon notice and which hears and considers before judgement is rendered." State v. Green, 232 S.W.2d 897, 903 (Mo. 1950). "Due Process of law implies the right of the person affected thereby to be present before the tribunal which

pronounces judgement upon the question of life, liberty, or property, in its most comprehensive sense; to be heard, by testimony or otherwise, and to have the right of controverting, by proof, every material fact which bears on the question of right in the matter involved. If any question of fact or liability be conclusively presumed against him, this is not due process of law." Black's Law Dictionary, 6th Edition, page 500. "Aside from all else, 'due process' means fundamental fairness and substantial justice. Vaughn v. State, 3 Tenn.Crim.App. 54, 456 S.W.2d 879, 883." Black's Law Dictionary, 6th Edition, page 500. Due Process of law implies and comprehends the administration of laws equally applicable to all under established rules which do not violate fundamental principles of private rights, and in a competent tribunal possessing jurisdiction of the cause and proceeding upon justice. It is founded upon the basic principle that every man shall have his day in court, and the benefit of the general law which proceeds only upon notice and which hears and considers before judgment is rendered." State v. Green, 232 S.W.2d 897, 903 (Mo. 1950).

17. "Due Process of law implies the right of the person affected thereby to be present before the tribunal which pronounces judgment upon the question of life, liberty, or property, in its most comprehensive sense; to be heard, by testimony or otherwise, and to have the right of controverting, by proof, every material fact which bears on the question of right in the matter involved. If any question of fact or liability be conclusively presumed against him, this is not due process of law." Black's Law Dictionary, 6th Edition, page 500.

18. Aside from all else, 'due process' means fundamental fairness and substantial justice. Vaughn v. State, 3 Tenn.Crim.App. 54, 456 S.W.2d 879, 883." Black's Law Dictionary, 6th Edition, page 500.

19. The person and suit of the sovereign; the place where the sovereign sojourns with his regal retinue, wherever that may be. [Black's Law Dictionary, 5th Edition, page 318.] Note the term 'person' is qualified as "person and suit of the sovereign."

The mere factual information provided to said court pertaining to the **federal prosecutions** of Lee Farkas, Desiree Brown, Ray Bowman, Paul Allen, et al, should have been sufficient proof of the lack of fiduciary responsibility of TB&W, and said actions should have warranted the Placement of a Court Trustee, and said Chapter 11 Bankruptcy transferred to a chapter 7 Bankruptcy case, which is a core proceeding involved in said court.

20. On September 26, 2011 a complaint against TB&W's auditors Deloitte & Touche was filed by plan Trustee, Neil Luria in the 11th District Court, Miami-Dade County, case # 11-30967CA31. In said complaint, page 3 number 8 of said complaint states "Deloitte's gross negligence caused significant harm.

Deloitte's gross negligence harmed the public, as thousands lost their job, homes were lost, investors lost money, and the Mortgage Financial Crisis in Florida was inflamed.

Page 4 #11 states "by this action, Plaintiff TB&W seeks to hold Deloitte responsible for its negligence that allowed the Looters to fund their fraud by stealing from TB&W for more than 6Billion dollars in damages it caused TB&W.

Page 11 #42 states "In fact, beginning as early as 2002, TB&W's operations—and its financial statements—were infected with a growing and ultimately massive fraud."

Page 12 #48 states "When the deficits grew larger, however simple devise became inadequate to cover the Looters fraud. Accordingly, as early as 2003, the looters began to draw down on the COLB facility. Because use of the COLB facility was predicted on sales of mortgage loans, however, the Fraudsters had to manufacture false mortgage data to support phantom sales."

Page 13 # 50 States "As the Looters scrambled to keep the fraud going, the Looters focused more and more on the AOT facility. From at least 2004, the Looters caused TB&W to sell hundred of millions of dollars of additional fictitious securitization to Colonial through the AOT facility, which in reality had no pools of loans collateralizing them"

Page 13 # 51 states "The looters also looted hundreds of millions of dollars from the Ocala for their

own benefit and adverse to the interest to TB&W. As a result, the Ocala notes were drastically under-collateralized. Specifically, the Looters took hundreds of millions of dollars from Ocala's bank account to futher their fraud. The looting caused there to be "DOUBLE SOLD" and even "TRIPLE SOLD" mortgages were Colonial Bank, Ocala, and Freddie Mac all believed they owned the same mortgages, In order to continue their looting the Looters misrepresented the amount of collateral for the Ocala notes so that Ocala could continue to issue the Ocala Facility Agreements. Despite obvious red flags Deloitte did not reveal this fraud.

Therefore the Appellants (victims) are exercising their rights to request a *De Nova* review of proceedings and the transactions that have affected and continue to affect the Appellants in this bankruptcy proceeding.

21. The Sarbanes-Oxley Act require that CEO and CFO of a public company (or performing similar functions) to provide- in additional to the certification on each periodic report filed or submitted by, the issuer pursuant to the Exchange Act section 302 mandates that the SEC's rules regarding the certifications require that each CEO and CFO state that:

the signing officer has reviewed the report that the subject of certification base on that officer's knowledge, the report does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which the statements were made, not misleading. Based on that officer's knowledge the financial statements, and other financial information included in the report fairly present in all material respects the financial condition and results of operations of the issuer as of, and for the periods presented in the report.

The signing officer is responsible for establishing and maintaining internal controls and has designed the internal controls to ensure that material information relating to the issuer is made known to the officer by others within the issuer particularly during the period in which the periodic reports are being prepared, evaluated the effectiveness of the issuer's internal controls as of a date within a 90 days prior

to the report, presented in the report their conclusions about the effectiveness of their internal controls based on their evaluation as of that act; the signing officer has disclosed to the issuer's auditors and the audit committee of the board of directors (or persons fulfilling the equivalent function) all significant deficiencies in the the design or operation of internal controls which could adversely affect the issuer's ability to record process, summarize, and report financial data and have identified for the issuer's auditors any material weaknesses and internal controls and any fraud whether or not material, that involves management or other employees who have a significant role in the issuer's internal controls.

Criminal Penalties Whoever certifies any statements set forth in sections (a) and (b) of this section knowing that the periodic report accompanying the statement does not comport with all the requirements set forth in this section shall be fined not more than 1,000,000. or imprisoned not more than 10 years or both.

We the appellants (victims) have extended the olive branch to TB&W, this court to resolve issues to present proof, and just to exercise our Constitutional right to DUE PROCESS. However the records of this bankruptcy reflect that TB&W and this court has no interest in revealing the truth, to the Appllants, the public or the TAX PAYERS. Therefore the Appellants are requesting the following to inclusive of this *De Nova* review:

- 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;
- 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;
- 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;

The list of questions could continue on such as;

- Why was Appellants telephonic request for the August 23,2012 court hearing that pertained to Appellant' objection only allowed for hearing purposes only?

Appellant' question the alledged gag order placed on them for hearing purposes only.

- Why was the STALKING HORSE sale to Selene Mortgage allowed to be processed without a hearing?
- Why is the settlement with Ocala Funding allowed to take place, when all the adverse law suites are not settled ? Said law suites could produce criminal charges.
- Why have Appellants not been allowed DUE PROCESS?

Why has said court not reviewed our records, evidence, and concerns pertaining to TB&W's bankruptcy? There are a number of concerns that have been presented that have not been answered or allowed Appellants to present to said court.

We pray that this court will respond to these question, and allow Appellants to a *De Novo* review and to allow our Constitutional rights to DUE PROCESS.

**MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

Docket #	Date Filed	Description
6027	8/23/2012 0:00	<p>Hearing Proceeding Memo: Hearing Held - APPEARANCES: WITNESSES: EVIDENCE: RULING: Approved Ord/Gassenheimer Rescheduled Motion to Approve Compromise or Settlement Regarding Deloitte Claim Funding and Allocation Filed by Paul Steven Singerman on behalf of Trustee Neil F. Luria, Plan Trustee (Singerman, Paul) Doc #5659 Objection to Trustee's Motion for Approval of Settlement Filed by Linda Bacon, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5659). (Perkins, Cathy) Doc #5810 Proposed Orders, if applicable, should be submitted within three days after the date of the hearing - Local Rule 9072-1(c). This docket entry/document is not an official order of the Court. (Chap, Dkt) (Entered: 08/24/2012)</p>
6005	8/21/2012 0:00	<p>Order Granting Motion to Appear Telephonically <i>Sandy S. Smith</i> (Related Doc # 5982)., Granting Motion to Appear Telephonically <i>Larry W. and Tammy Stout</i> (Related Doc # 5984)., Granting Motion to Appear Telephonically <i>Jeff and Darlene Gorrell</i> (Related Doc # 5988)., Granting Motion to Appear Telephonically <i>Michael R. and Dianna L. Elliott</i> (Related Doc # 5989)., Granting Motion to Appear Telephonically <i>Linda Bacon</i> (Related Doc # 5993)., Granting Motion to Appear Telephonically <i>Djuana Reed</i> (Related Doc # 5999)., Granting Motion to Appear Telephonically (Related Doc # 6004). Signed on 8/21/2012. (Perkins, Cathy) (Entered: 08/21/2012)</p>

5982	8/13/2012 0:00	Motion to Appear Telephonically Regarding the Hearing on Motion to Approve Settlement to be held August 23, 2012 at 1:30 p.m. Filed by Creditor Jeff and Darlene Gorrell (related document(s)5836, 5659). (Perkins, Cathy) (Entered: 08/16/2012)
5981	8/13/2012 0:00	Objection to <i>Judges Order Striking Resolution of Fraud Docket #5641 Judges Order/Docket #5704</i> Filed by Creditor Jeff and Darlene Gorrell (related document(s)5704). (Perkins, Cathy) (Entered: 08/16/2012)
5836	8/3/2012 0:00	Hearing Proceeding Memo: Hearing Held - APPEARANCES: WITNESSES: EVIDENCE: RULING: Continued to August 23 @ 1:30 Blain to ntc. Motion to Approve Compromise or Settlement Regarding Deloitte Claim Funding and Allocation Filed by Paul Steven Singerman on behalf of Trustee Neil F. Luria, Plan Trustee (Singerman, Paul) Doc #5659 Objection to Trustee's Motion for Approval of Settlement Filed by Linda Bacon, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5659). (Perkins, Cathy) Doc #5810Proposed Orders, if applicable, should be submitted within three days after the date of the hearing - Local Rule 9072-1(c). This docket entry/document is not an official order of the Court. (Chap, Dkt) (Entered: 08/06/2012)

5812	7/31/2012 0:00	<p>Objection to <i>Order Striking Motion Requesting Resolution Upon Court in Reference to Creditors as Listed Above and Taylor, Bean and Whitaker Mortgage Corp., and It's Trust and Between It's Successors</i> Filed by Joni Cox-Tanner, John Crain, Jeff and Darlene Gorrell, Jay D. Oyler, Sandy Smith, Larry Wesley and Tam Stout, Linda Bacon and Michael R. & Dianna L. Elliott Filed by Linda Bacon, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5704). (Perkins, Cathy) (Entered: 08/02/2012)</p>
5811	7/31/2012 0:00	<p>Objection to <i>Order Striking Motion Requesting Resolution Upon Court in Reference to Creditors as Listed Above and Taylor, Bean and Whitaker Mortgage Corp., and It's Trust and Between It's Successors</i> Filed by Joni Cox-Tanner, John Crain, Jeff and Darlene Gorrell, Jay D. Oyler, Sandy Smith, Larry Wesley and Tam Stout, Linda Bacon and Michael R. & Dianna L. Elliott Filed by Creditor John Crain (related document(s)5704). (Perkins, Cathy) (Entered: 08/02/2012)</p>
5810	7/26/2012 0:00	<p>Objection to <i>Trustee's Motion for Approval of Settlement</i> Filed by Linda Bacon, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5659). (Perkins, Cathy) (Entered: 08/02/2012)</p>

5704	7/17/2012 0:00	Order Striking Motion Requesting Resolution Upon Court in Reference to Creditors as Listed Above and Taylor, Bean and Whitaker Mortgage Corp., and It's Trust and Between It's Successors Filed by Joni Cox-Tanner, John Crain, Jeff and Darlene Gorrell, Jay D. Oyler, Sandy Smith, Larry Wesley and Tam Stout, Linda Bacon and Michael R. & Dianna L. Elliott (related document(s)5641). Signed on 7/17/2012 (Perkins, Cathy) (Entered: 07/17/2012)
5641	6/29/2012 0:00	Motion Requesting Resolution Upon Court in Reference to Creditors as Listed Above and Taylor, Bean and Whitaker Mortgage Corp., and It's Trust and Between It's Successors Filed by Joni Cox-Tanner, John Crain, Jeff and Darlene Gorrell, Jay D. Oyler, Sandy Smith, Larry Wesley and Tam Stout (Perkins, Cathy) (Entered: 07/10/2012)
5170	4/5/2012 0:00	Motion to Appear Telephonically Regarding the Hearing on Motion for Relief from Stay filed by Bank of America National Assoc. to be held 4/13/12 @ 10:00 a.m. Filed by Creditor Jeff and Darlene Gorrell (related document(s)4918). (Perkins, Cathy) (Entered: 04/10/2012)
5169	4/5/2012 0:00	Objection to Motion for Relief from Stay filed by Bank of America National Assoc Filed by Creditor Jeff and Darlene Gorrell (related document(s)4918). (Perkins, Cathy) (Entered: 04/10/2012)
5168	4/5/2012 0:00	Objection to Motion for Relief from Stay filed by Bank of America National Assoc.(Objection states group of creditors, but only signed by Jeff and Darlene Gorrell) Filed by Creditor Jeff and Darlene Gorrell (related document(s)4918). (Perkins, Cathy) (Entered: 04/10/2012)

5124	4/3/2012 0:00	<p>Objection to <i>Motion for Relief from Stay for Bank of America National (Objection states group of creditors, but only Signed by Sandy Smith)</i> Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Katina L. Duran, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)4918). (Perkins, Cathy) (Entered: 04/03/2012)</p>
5112	3/23/2012 0:00	<p><i>Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank</i> Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)</p>
5110	3/26/2012 0:00	<p><i>Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank</i> Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)</p>

5109	3/26/2012 0:00	<i>Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank</i> Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5107	3/23/2012 0:00	<i>Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank</i> Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5106	3/23/2012 0:00	<i>Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank</i> Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)

5104	3/22/2012 0:00	<p><i>Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank</i> Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)</p>
5102	3/22/2012 0:00	<p><i>Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank</i> Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)</p>
5099	3/27/2012 0:00	<p><i>Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank</i> Filed by Djuana Reed, Jeff and Darlene Gorrell, Linda Bacon (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)</p>

		Complaint by Sandy S Smith ; Larry Wesley and Tam Stout ; Linda Bacon ; Jeff and Darlene Gorrell ; Djuana Reed ; John Crain ; Charles & Joni Cox-Tanner Tanner ; Jay D. Oyler against Taylor, Bean & Whitaker Mortgage Corp ; Reo Specialties, LLC ; Home American Mortgages, Inc. 3:12-ap-00109-JAF; Nature of Suit(s): 67 (Dischargeability - 523(a)(4), fraud as fiduciary, embezzlement, larceny). (Freeman, Vickie) (Entered: 01/31/2012)
4831	1/31/2012 0:00	
		Letter Re: States Class Action adding a name to previous Adv. filed (Jeff and Darlene Gorrell) . (Perkins, Cathy) (Entered: 10/12/2011)
4163	10/7/2011 0:00	

Larry W. Stout and Tammy Stout, Pro Se
145 Stout Farm Road
Taylorsville, North Carolina 28681
(828) 352-3191

Dated: _____

Signed: _____

Dated: _____

Signed: _____

Linda Bacon
217 Kipling Way
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(678) 612-6128

Dated: _____

Signed: _____

Jeff Gorrell and Darlene Gorrell, Pro Se
231 Ramblin Rd.
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Dated: 8-27-12

Signed: Jeff Gorrell

Dated: 8-27-12

Signed: Darlene Gorrell

Sandy S. Smith, Pro Se,
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Dated: _____

Signed: _____

John Crain, Pro Se
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Dated: _____

Signed: _____

Michael R. Elliot and Dianna Elliot, Pro Se
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Dated: _____

Signed: _____

Dated: _____

Signed: _____

Djuana Reed
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(678) 592-6905

Dated: _____

Signed: _____

Jay D. Oyler, Pro Se
16 Bamblewood Place, SW
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(770) 324-8461

Dated: _____

Signed: _____