

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION
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In re:

Chapter 11 Case

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

Case No. 3:09-bk-07047-JAF
Case No. 3:09-bk-10022-JAF
Case No. 3:09-bk-10023-JAF

Debtors.

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

In re:

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

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

Applicable Debtor.

**AGREED ORDER SUSTAINING OBJECTION TO CLAIM NO. 3318
FILED BY VICKI BOLDRICK AS SET FORTH IN THE
DEBTORS' SEVENTH OMNIBUS OBJECTION TO CLAIMS**

THIS CASE is before the Court for consideration of the *Debtors' Omnibus Objection #7: Claims for Which Debtors are not Liable* [ECF No. 2243] dated December 9, 2010 (the "Seventh Omnibus Objection") filed by the Debtors, Taylor, Bean & Whitaker Mortgage Corp., REO Specialists, LLC and Home America Mortgage, Inc. (collectively, the "Debtors") under negative notice in accordance with Local Rule 2002-4 (the Debtors, together with the Taylor, Bean & Whitaker Plan Trust (the "Plan Trust"), will be referred to as the "Objector"¹). The Objector represents that:

¹ As of the Effective Date of the *Third Amended and Restated Joint Plan of Liquidation of the Debtors and the Official Committee of Unsecured Creditors* [ECF No. 3240], August 10, 2011, the Debtors and the Committee have been replaced for the most part by the Plan Trust. The Plan Trust and its Trustee, Neil F. Luria (the "Plan Trustee"), are substituted in as the objecting party in this matter for the Objector.

1. The Seventh Omnibus Objection objected to Claim No. 3318 (the “Claim”) filed by Vicki Boldrick (the “Claimant”) on the basis that the Claim was for a loan for which servicing had been transferred to another servicer. Accordingly, any servicing fees or costs were owed by the new servicer of the loan, not Taylor, Bean & Whitaker Mortgage Corp.

2. On January 6, 2011, the Claimant filed a response to the Seventh Omnibus Objection (the “Response”) [ECF No. 2392].

3. The Plan Trustee continues to maintain that the claimed fees are a liability of Bank of America, N.A. (“BOA”) as a result of the release of servicing by TBW to BOA following the August, 2009 shutdown of TBW.² Additionally, the Claimant now acknowledges that the Claim has been satisfied.

The Court, having considered the Seventh Omnibus Objection and the Response and having noted the agreement between the Claimant and the Plan Trustee with regard to the satisfaction of Claim No. 3318, does thereupon

ORDER as follows:

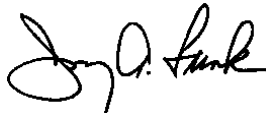
1. The Seventh Omnibus Objection, as it relates to Claim No. 3318 filed by the Claimant, is SUSTAINED.

2. Claim No. 3318 is DISALLOWED in its entirety.

² BOA subsequently conveyed the real property at issue to the Secretary of Housing & Urban Development. The Secretary of Housing and Urban Development later conveyed the property via a statutory warranty deed to David Raymond Horn.

3. The Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

DONE and ORDERED in Jacksonville, Florida, this 7th day of February, 2014

A handwritten signature in black ink, appearing to read "Jerry A. Funk". The signature is written in a cursive style with a large initial "J".

Jerry A. Funk
United States Bankruptcy Judge