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MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

February 11, 2014

TO: Clerk of the United States Bankruptcy Court

Bryan Simpson United States Courthouse

300 North Hogan Street, Suite 3-350

Jacksonville, FL 32202

In re: Taylor ,Bean & Whitaker, Mortgage Corp

REO Specialists, LLC

Claim # 705 Case # 09-10022 (REO Specialists, LLC)REO

CASE # 3:09-bk-07047-JAF

Doc 7923 Filed 2/6/2014

RE: TNC Contracting,

Theodore R. Comstock Jr, & Nancy C Comstock, owners

present address: 7662 Loopout Grove, Falcon, CO 80831

This letter is in response of your most recent letter re: Bankruptcy with TBW & Reo Specialists

SEVENTY THIRD OMNIBUS OBJECTION TO CLAIMS (Claims should be Disallowed under Section 502(d) of the Bankruptcy Code) **The objection to disallow our claim.**

CC : Alisa Paige Mason, Esq.,

Berger Singerman LLP

1450 Brickell Ave #1900

Miami, FL 33131-3453

1

On August 14, 2012, I wrote a very similar letter regarding the fact that you wanted **not to pay any**

monies owed to TNC Contracting. I was to show proof that we worked for TBW and we were owed the monies submitted on the claim. I included copies of work orders that would substantiate the fact that we **did** work for TBW. I submitted a copy of the claim filed, (dated 1/15/2010) to the US Bankruptcy Court, Middle District of Florida, Jacksonville Div, regarding maintenance on REO properties that we were never paid on, to the total amount of \$115,735.00. Prior to that letter, we had submitted *everything that you had requested from us*, which included copies of each invoice that we had submitted to TBW and still had not yet been paid.

I have very nicely received a letter back stating that my letter had been thrown out of the court due to the fact that I did not have an attorney representing me. I find it very interesting even though I have explained to you that I am (now) 73 yrs old and because TBW filed bankruptcy on my husband and I, DBA TNC Contracting and while doing an excellent service for them have not only lost our business, we have *lost our home*. We were forced into bankruptcy from the failure of TBW to fulfill their obligations. We had 10 other contractors working with us at the time of the bankruptcy, which never received all that was due them either. I have lost my husband because the blow of failure at his age, devastated him and therefore I am still working 40 hours a week.

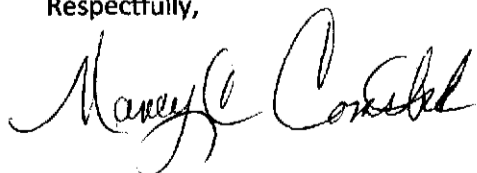
At what point do you people not have any kind of a conscience. We did what was asked of us to do, we trusted that because we had done all that was asked of us in a very timely manner, and with excellence that TBW would keep their end of the bargain.

No, I do not have monies for any attorney. I have received numerous letters regarding hearings, IN FLORIDA, and I live in Colorado and as I said, work everyday. I cannot attend any hearing to defend myself. I receive letters of all of your rules and regulations, which without an attorney are impossible to understand therefore I do not respond.

But, I guess if you believe that you must keep the \$115,735.00 dollars, then there is nothing humanly possible that I can do beyond write you this letter. I know that we did what was asked of us to do.

I know that you have it in your power to disallow my claim. I don't totally understand your reasoning for it, but I know that you can. But I also know that there is a God in Heaven. He is the one that at some time, each of you will face. Even if you don't believe this, trust me that you and everyone will face Him one day and be accountable for every deed done in this life, be it good or evil. I do believe that TBW owes this money to TNC Contracting whether you believe it or not.

Respectfully,



Nancy C Comstock, co-owner of TNC Contracting

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 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:

REO SPECIALISTS, LLC,

Applicable Debtor.

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

SEVENTY THIRD OMNIBUS OBJECTION TO CLAIMS

(Claims Should be Disallowed under Section 502(d) of the Bankruptcy Code)

**IMPORTANT NOTICE TO CREDITOR:
THIS IS AN OBJECTION TO YOUR CLAIM**

This objection seeks to disallow your claim. Please read this objection carefully to identify which claim/scheduled claim is objected to and what disposition is recommended for your claim.

If you disagree with the objection or the recommended treatment, you must file a written response **WITHIN 30 DAYS** from February 7, 2014, explaining why your claim should be allowed as presently filed, and you must mail a copy to the undersigned attorneys **OR YOUR CLAIM MAY BE DISPOSED OF IN ACCORDANCE WITH THE RECOMMENDATION IN THIS OBJECTION.**

Any written response must include the following: (i) the approved case caption and the title of the objection to which the response is directed; (ii) the name of the claimant and the official claim number; (iii) a description of the basis for the amount of its underlying proof of claim or scheduled claim; (iv) a concise statement setting forth the reasons why the Court should not sustain the objection, including, but not limited to, the specific factual and legal bases upon which the claimant will rely in opposing the objection; and (v) a telephone number, email address and other contact information. Any written response must be filed with the Clerk of the United States Bankruptcy Court, Bryan Simpson United States Courthouse, 300 North Hogan Street, Suite 3-350, Jacksonville, FL 32202 with a copy to Alisa Paige Mason, Esq., Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, FL 33131-3453.

SEE last Page!

Neil F. Luria, as Plan Trustee (“Plan Trustee”) for the Taylor, Bean & Whitaker Plan Trust¹ (the “Plan Trust”), by and through undersigned counsel and pursuant to Federal Rule of Bankruptcy Procedure 3007 and Local Rules 3007-1 and 2002-4, hereby files this omnibus objection (the “Omnibus Objection”) to the claims listed on **Exhibit “A”** (collectively, the “Claims”) on the basis that such claims must be disallowed pursuant to 11 U.S.C. § 502(d) of the United States Bankruptcy Code because the original claimholders (the “Claimants”)² received avoidable transfers and have not returned the transferred property to the Debtors’ estates. The Plan Trustee seeks to disallow the Claims for the following reasons:

Exhibit A: Section 502(d). The Plan Trustee objects to each of the Claims listed on Exhibit A on the basis that the Claimants received avoidable transfer(s) under 11 U.S.C. §§ 547 and/or 548 and have been sued by the Plan Trustee accordingly. Section 502(d) of the Bankruptcy Code provides that the Court “shall disallow any claim of an entity from which property is recoverable under section 542, 543, 550, or 553 of this title or that is a transferee of a transfer avoidable under section 544, 545, 547, 548, 549, or 724(a)....” Furthermore, final default judgments were entered against each of the Claimants with respect to the Claims set forth on Exhibit A to this Objection. Accordingly, the Plan Trustee recommends disallowing each of the Claims in full.

The Plan Trustee requests that the Claims be disallowed as noted above. To the extent that a claim described in **Exhibit “A”** has been assigned, pledged, mortgaged, sold, transferred or the subject of any other disposition to a Transferee after the Effective Date of the Plan, the Plan Trustee submits that notwithstanding any assignment, pledge, mortgage, sale, transfer or other disposition, the Claim should still be disallowed on the basis that the Claimant received an avoidable transfer. Further, Article 6.G.13 of the Plan and Section X of the accompanying Plan Trust Agreement

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] (the “Plan”), August 10, 2011, the Debtors and the Official Committee of Unsecured Creditors have been replaced for the most part by the Taylor, Bean & Whitaker Plan Trust. Capitalized terms in this objection not otherwise defined shall have the meaning set forth in the Plan.

² The Plan Trustee recognizes that some of the Claims listed on Exhibit A have been subsequently sold or transferred to third parties (the “Transferees”).

prohibit the assignment, pledge, mortgage, sale, transfer or any other disposition of an interest in the Plan Trust, including the Claims, after the Effective Date.

The Plan Trustee reserves the right to amend his objection to any Claims set forth herein, to object on additional grounds not set forth herein and/or to object to any further claims not presently set forth herein. By filing this Omnibus Objection, the Plan Trustee does not waive the right to file further objections or to pursue avoidance actions or other causes of action.

WHEREFORE, the Plan Trustee respectfully requests that the Court (1) treat the Claims set forth herein as recommended by the Plan Trustee, without prejudice to the rights of the Plan Trustee or other interested parties to file further objections or to pursue avoidance actions or other causes of action, and (2) grant such other and further relief as is just and appropriate.

I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court for the Middle District of Florida and I am in compliance with the additional qualifications to practice in this court set forth in Local Rule 2090-1(a).

Dated: February 6, 2014

Respectfully submitted,

BERGER SINGERMAN LLP
*Counsel to Neil F. Luria, Plan Trustee for the
Taylor, Bean & Whitaker Plan Trust*
1450 Brickell Avenue, Suite 1900
Miami, FL 33131
Telephone: (305) 755-9500
Facsimile: (305) 714-4340

By: /s/ Alisa Paige Mason
James D. Gassenheimer
Florida Bar No. 959987
jgassenheimer@bergersingerman.com
Alisa Paige Mason
Florida Bar No. 084461
pmason@bergersingerman.com

Neil F. Luria, as Plan Trustee (“Plan Trustee”) for the Taylor, Bean & Whitaker Plan Trust¹ (the “Plan Trust”), by and through undersigned counsel and pursuant to Federal Rule of Bankruptcy Procedure 3007 and Local Rules 3007-1 and 2002-4, hereby files this omnibus objection (the “Omnibus Objection”) to the claims listed on **Exhibit “A”** (collectively, the “Claims”) on the basis that such claims must be disallowed pursuant to 11 U.S.C. § 502(d) of the United States Bankruptcy Code because the original claimholders (the “Claimants”)² received avoidable transfers and have not returned the transferred property to the Debtors’ estates. The Plan Trustee seeks to disallow the Claims for the following reasons:

Exhibit A: Section 502(d). The Plan Trustee objects to each of the Claims listed on Exhibit A on the basis that the Claimants received avoidable transfer(s) under 11 U.S.C. §§ 547 and/or 548 and have been sued by the Plan Trustee accordingly. Section 502(d) of the Bankruptcy Code provides that the Court “shall disallow any claim of an entity from which property is recoverable under section 542, 543, 550, or 553 of this title or that is a transferee of a transfer avoidable under section 544, 545, 547, 548, 549, or 724(a)....” Furthermore, final default judgments were entered against each of the Claimants with respect to the Claims set forth on Exhibit A to this Objection. Accordingly, the Plan Trustee recommends disallowing each of the Claims in full.

The Plan Trustee requests that the Claims be disallowed as noted above. To the extent that a claim described in **Exhibit “A”** has been assigned, pledged, mortgaged, sold, transferred or the subject of any other disposition to a Transferee after the Effective Date of the Plan, the Plan Trustee submits that notwithstanding any assignment, pledge, mortgage, sale, transfer or other disposition, the Claim should still be disallowed on the basis that the Claimant received an avoidable transfer. Further, Article 6.G.13 of the Plan and Section X of the accompanying Plan Trust Agreement

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² The Plan Trustee recognizes that some of the Claims listed on Exhibit A have been subsequently sold or transferred to third parties (the “Transferees”).

In re: Taylor, Bean & Whitaker Mortgage Corp., et al.
 Jointly Administered Under Case No. 3:09-bk-07047-JAF
 OMNIBUS 73: EXHIBIT A - CLAIMS TO BE DISALLOWED

Creditor Name / Address	Case Number	Claim Number	Total Claim Dollars*	Claim Type**	Modified Claim Amount*	Claim Type**
1 LANDAMERICA DEFAULT SERVICES FILE# 57553 LOS ANGELES, CA 90074	09-10022	25812	\$130.00	(U)	\$0.00	(U)
		REO SPECIALISTS, LLC (REO)				
2 TNC CONTRACTING LLC THEODORE R & NANCY C COMSTOCK-OWNERS 7662 LOOPOUT GROVE FALCON, CO 80831	09-10022	705	\$115,735.00	(U)	\$0.00	(U)
		REO SPECIALISTS, LLC (REO)				
3 TROPICAL PROPERTY MAINTENANCE OF CENTRAL FL INC 860 NE 78TH ST APT 305 MIAMI, FL 33138-4738	09-10022	130	\$11,190.00	(U)	\$0.00	(U)
		REO SPECIALISTS, LLC (REO)				
Totals:			\$127,055.00	(U)	\$0.00	(U)

*Plus, in certain instances, additional contingencies, unliquidated amounts, interest, penalties and/or fees.

** (A) - Administrative
 (P) - Priority

(S) - Secured
 (U) - Unsecured