APPENDICES

APPENDIX A

United States Court of Appeals for the Fifth Circuit

No. 20-11132

IN THE MATTER OF: WILLIAM PAUL BURCH

Debtor,

WILLIAM PAUL BURCH,

Appellant,

versus

AMERICA'S SERVICING COMPANY; HOMEWARD RESIDENTIAL, INCORPORATED; OCWEN LOAN SERVICING; SELECT PORTFOLIO SERVICING; WELLS FARGO; AREYA HOLDER; BANK OF AMERICA; CHASE BANK OF TEXAS; FEDERAL NATIONAL MANAGEMENT ASSOCIATION; SETERUS, INCORPORATED; FREEDOM MORTGAGE CORPORATION; HUGHES, WATTERS & ASKANASE, L.L.P.; LOAN CARE SERVICING CENTER; RUSHMORE LOAN MANAGEMENT SERVICES, L.L.C.; WL ROSS AND COMPANY, L.L.C.;

Appellees.

Appeal from the United States District Court
for the Northern District of Texas
USDC No. 4:20-CV-1008

ON PETITION FOR REHEARING

Before HAYNES, DUNCAN, and ENGELHARDT, *Circuit Judges*.

PER CURIAM:

IT IS ORDERED that the petition for rehearing is DENIED.

APPENDIX B

ADDENDUM B

United States Court of Appeals for the Fifth Circuit

No. 20-11132
Summary Calendar

IN THE MATTER OF WILLIAM PAUL BURCH

Debtor,

WILLIAM PAUL BURCH,

Appellant,

versus

AMERICA'S SERVICING COMPANY; HOMEWARD RESIDENTIAL, INCORPORATED; OCWEN LOAN SERVICING; SELECT PORTFOLIO SERVICING; WELLS FARGO; AREYA HOLDER; BANK OF AMERICA; CHASE BANK OF TEXAS; FEDERAL NATIONAL MANAGEMENT ASSOCIATION; SETERUS, INCORPORATED; FREEDOM MORTGAGE CORPORATION; HUGHES, WATTERS & ASKANASE, L.L.P.; LOAN CARE SERVICING CENTER; RUSHMORE LOAN MANAGEMENT SERVICES, L.L.C.; WL ROSS AND COMPANY, L.L.C.;

Appellees.

Appeal from the United States District Court
for the Northern District of Texas
USDC No. 4:20-CV-1008

Before HAYNES, DUNCAN and ENGELHARDT, *Circuit Judges.*
PER CURIAM:*

William Paul Burch appeals from the district court's dismissal of his appeal arising from a proceeding in the bankruptcy court for the Northern District of Texas. The bankruptcy appeal was dismissed without prejudice after Burch failed to pay the required filing fee.

Burch has moved to remand the case to the district court. He asserts that he now can pay the filing fee because his financial situation has improved. Burch further seeks a remand to substitute defendants and to consolidate the district court case with another action in which he has paid the filing fee.

Also, Burch moves to proceed in forma pauperis (IFP) on appeal. To proceed IFP, a litigant must be economically eligible, and his appeal must not be frivolous. *Carson v. Polley*, 689 F.2d 562, 586 (5th Cir. 1982). If the appeal is frivolous, this court will dismiss it. *See Baugh v. Taylor*, 117 F.3d 197, 202 n.24 (5th Cir. 1997); 5TH CIR. R. 42.2.

Even before Burch's concessions regarding his improved financial situation, we concluded that he was not financially eligible to proceed IFP on appeal. *See Burch v. Freedom Mortg. Corp.*, 850 F. App'x 292, 293 (5th Cir. 2021). Also, his conclusional assertions effectively fail to identify any error in the dismissal of his bankruptcy appeal for failing to pay the filing fee, and he otherwise has not shown a nonfrivolous issue on appeal. *See Carson*, 689 F.2d at 586. Thus, the motion to proceed IFP is denied, and the appeal is dismissed as frivolous. *See Baugh*, 117 F.3d at 202 n.24; 5TH CIR. R. 42.2. His motion to remand is denied.

---

* Pursuant to 5TH CIRCUIT RULE 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIRCUIT RULE 47.5.4.

Because Burch failed to heed our prior sanctions warnings and our direction to withdraw any pending appeals that were frivolous, we previously imposed monetary sanctions. *Burch v. Select Portfolio Servicing, Inc. (Matter of Burch)*, No. 20-11171, 2022 WL 212836, *1 (5th Cir. Jan. 24, 2022) (unpublished) ($250 sanction); *Burch v. America's Servicing Company (Matter of Burch)*, No. 20-11074, 2021 WL 5286563, *1 (5th Cir. Nov. 12, 2021) (unpublished) ($100 sanction). Burch, who has paid the monetary sanctions, has repeatedly ignored our admonitions, and we conclude that an additional monetary sanction is warranted. Burch is hereby ordered to pay $500.00 to the clerk of this court. The clerk of this court and the clerks of all courts subject to the jurisdiction of this court are directed to return to Burch unfiled any submissions he should make until the sanction imposed in this matter is paid in full.

We again warn Burch that additional frivolous or abusive filings in this court, the district court, or the bankruptcy court will result in the imposition of further sanctions. Burch is once again admonished to review any pending appeals and to withdraw any that are frivolous.

MOTIONS DENIED; APPEAL DISMISSED AS FRIVOLOUS; SANCTIONS IMPOSED; ADDITIONAL SANCTION WARNING ISSUED.

APPENDIX C

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

WILLIAM PAUL BURCH,

Appellant,

v. **No. 4:21-cv-0141-P**

MARK X. MULLIN,

Appellee.

ORDER

Before the Court is Appellant William Paul Burch's ("Burch") Brief, filed May 2, 2021. ECF No. 14. Burch filed this appeal seeking to overturn a ruling from the Bankruptcy Court; Burch does so by naming the Bankruptcy Judge who rendered that decision as the Appellee. Although not entirely clear, it appears that Burch seeks to overturn the who Bankruptcy Judge's decision to not recuse himself from that case. Burch argued, and here reargues, that the Bankruptcy Judge demonstrated a pattern of biased actions towards Burch.

Having thoroughly reviewed the record, Appellant's Brief, and the decision from the Bankruptcy Court below, the Court concludes that the arguments raised in Appellant's brief are unmeritorious and the relief sought therein is unwarranted. Accordingly, the Court concludes that Burch's objections are **OVERRULED** and the Bankruptcy Court's decision below is **AFFIRMED**.

SO ORDERED on this **3rd day** of **December, 2021.**

Mark T. Pittman
UNITED STATES DISTRICT JUDGE

APPENDIX D

The following constitutes the ruling of the court and has the force and effect therein described.

Signed September 4, 2020

Mark X. Mullin
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:	§	
	§	CASE NO. 12-46959-MXM
WILLIAM PAUL BURCH,	§	
	§	CHAPTER 7
DEBTOR.	§	

ORDER DENYING DEBTOR'S MOTION FOR RECONSIDERATION OF RECUSAL ORDER
(Relates to ECF No. 855)

Before the Court is a request[1] filed by William Paul Burch (the "***Debtor***") seeking authority to file a *Motion for Re-Consideration (sic) of Recusal of Judge Mark Mullin* (the "***Motion***").[2] Having considered the Motion, the Court finds and concludes that the Motion was

[1] On July 10, 2020, the Court entered its *Order (A) Designating William Paul Burch as a Vexatious Litigant, and (B) Granting Related Relief* (ECF No. 824) (the "***Vexatious Litigant Order***"). Pursuant to the Vexatious Litigant Order, the Court designated the Debtor as a vexatious litigant and prohibited the Debtor, without prior Court permission, from filing affirmative claims for relief in federal, state, or local trial courts with respect to the restricted subject matter. The Court's Vexatious Litigant Order does not apply, however, to motions to reconsider filed under Bankruptcy Rules 9023 and 9024 or to appeals or pleadings filed in any appeal pending in a United States District Court or the United States Court of Appeals while sitting in the capacity of an appellate court. The Court, therefore, has considered the Motion as a Motion filed under Bankruptcy Rule 9023.

[2] ECF No. 855.

not filed timely pursuant to Bankruptcy Rule 9023 and, even if the Motion had been filed timely, it has no merit and should be denied. It is, therefore

ORDERED that the Motion is **DENIED**.

End of Order

APPENDIX E

The following constitutes the ruling of the court and has the force and effect therein described.

Signed July 16, 2020

Mark X. Mullin
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FT. WORTH DIVISION

In re:	§	
	§	
William Paul Burch,	§	Case No. 12-46959-mxm-7
	§	
Debtor.	§	Chapter 7
	§	

ORDER DENYING PLAINTIFF'S MOTION
FOR RECUSAL OF JUDGE MARK X. MULLIN
[Relates to ECF No. 814]

Before the Court is the *Plaintiff's Motion for Recusal of Judge Mark X. Mullin*[1] (the "***Motion***") filed by William Paul Burch (the "***Debtor***"). After carefully considering Debtor's allegations, the Court finds and concludes that the Motion is without merit and should be denied.

[1] ECF No. 814.

I. LEGAL STANDARD APPLICABLE TO THE MOTION TO DISQUALIFY

The relevant portions of 28 U.S.C. § 455 provide as follows:

> (a) Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned.
>
> (b) He shall also disqualify himself in the following circumstances:
>
> (1) Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding;[2]

Bankruptcy Rule 5004(a) further provides:

> A bankruptcy judge shall be governed by 28 U.S.C. § 455, and disqualified from presiding over the proceeding or contested matter in which the disqualifying circumstance arises or, if appropriate, shall be disqualified from presiding over the case.[3]

The applicable statute and rule do not expressly state whether the presiding judge or some other judge should decide a motion to disqualify. Case authority has interpreted the provisions set forth above to give the targeted judge authority (at least initially) to decide a motion to disqualify.[4]

Second, the applicable statute and rule do not expressly state what type of hearing a movant is entitled to, if any. Case authority suggests that a motion for disqualification does not necessarily confer upon a movant a right to make a record in open court, nor does it confer upon a movant a

---

[2] 28 U.S.C. § 455(a) & (b)(1).

[3] FED. R. BANKR. P. 5004(a).

[4] *United States v. Bremers*, 195 F.3d 221, 226 (5th Cir. 1999) (a motion to recuse is committed to the discretion of the targeted judge, and the denial of such motion will only be reversed upon the showing of an abuse of discretion); *Wilborn v. Wells Fargo Bank, N.A. (In re Wilborn)*, 401 B.R. 848 (Bankr. S.D. Tex. 2009) (citing *United States v. Mizell*, 88 F.3d 288, 299 (5th Cir. 1996)) (the targeted judge has broad discretion in determining whether disqualification is appropriate).

right to an evidentiary hearing.[5] The procedure for a targeted judge to follow, as set forth in *Levitt v. University of Texas*,[6] and as more specifically articulated in *Lieb v. Tillman*,[7] is: (a) first, the targeted judge should decide whether the "claim asserted" by the movants "rises to the threshold standard of raising a doubt in the mind of a reasonable observer" as to the judge's impartiality; (b) if not, then the judge should not recuse himself; (c) if so, another judge should "decide what the facts are," *i.e.*, hold an evidentiary hearing, and presumably then this other judge would decide whether disqualification is appropriate.

Next, the Fifth Circuit has recognized that section 455(a) claims are fact driven, and as a result, the analysis of a particular section 455(a) claim must be guided, not by a comparison to similar situations addressed by prior jurisprudence, but rather by an independent examination of the unique facts and circumstances of the particular claim at issue.[8] As a matter of law, clashes between the court and counsel for a party are an insufficient basis for disqualification, and Circuit Courts have refused to base disqualification under section 455 upon apparent animosity towards counsel.[9] Disqualification is appropriate if a reasonable person, knowing all of the relevant circumstances, would harbor doubts about the judge's impartiality.[10]

---

[5] *Lieb v. Tillman (In re Lieb)*, 112 B.R. 830, 835-36 (Bankr. W.D. Tex. 1990). *See generally* 13A C. Wright, A. Miller & E. Cooper, Federal Practice and Procedure § 3550, at 629 (a section 455 motion can be supported by an affidavit, a verified memorandum, or a statement of facts in some form).

[6] 847 F.2d 221, 226 (5th Cir. 1988).

[7] 112 B.R. at 836.

[8] *United States v. Jordan*, 49 F.3d 152, 157 (5th Cir. 1995).

[9] *In re Lieb*, 112 B.R. at 835 (citing *Davis v. Board of School Comm'rs*, 517 F.2d 1044, 1050-52 (5th Cir. 1975) (holding that disqualification should be determined "on the basis of conduct which shows a bias or prejudice or lack of impartiality by focusing on a party rather than counsel.")).

[10] *Chitmacha Tribe of La. v. Harry L. Laws Co.*, 690 F.2d 1157, 1165 (5th Cir. 1982).

Finally, if a movant appeals a decision not to disqualify and the district court finds the record and documents submitted to be inadequate for a determination, it may remand and direct another judge to conduct an evidentiary hearing to enlarge the record. Such procedure is consistent with *Levitt*.[11]

II. SUBSTANCE OF THE MOTION TO DISQUALIFY

In his Motion, the Debtor makes what appears to be fifteen separate, but related, allegations in an attempt to support recusal.[12] The Court addresses each allegation in turn.

(1) Improperly certifying over twenty cases as frivolous when Burch appealed his decision in an attempt to prevent Burch from Pursuing justice.

According to the Motion, "Mullin certified each appeal as being frivolous so that the District Judge would not look at the cases and throw them out."[13] The Debtor appears to be referring to the *Order Denying Motions to Proceed In Forma Pauperis*,[14] which was entered in many of the adversary proceedings initiated by the Debtor that have been dismissed. In that Order, the Court denied the Debtor's request to waive filing fees on appeal for two reasons. Primarily, the Debtor's household income exceeded the statutory threshold established under 28 U.S.C. § 1930(f) for waiver of appellate filing fees. Secondarily, the Court noted the substantial disagreement surrounding the Court's authority to waive fees using 28 U.S.C. § 1915.[15] At any rate, the Court found that § 1915 could not be satisfied by the Debtor as "an appeal may not be

[11] *See Lieb v. Tillman*, 112 B.R. at 836.

[12] *See* ECF No. 814, at 24-27.

[13] Motion ¶ 25.

[14] Adv. No. 18-4176, ECF No. 92; Adv. No. 19-4039, ECF No. 57; Adv. No. 19-4074, ECF No. 31; Adv. No. 19-4075, ECF No. 31; Adv. No. 19-4079, ECF No. 32; Adv. No. 19-4105, ECF No. 48; Adv. No. 20-4007, ECF No. 31.

[15] *See In re Smith*, 499 B.R. 555, 556 & n. 5 (Bankr. E.D. Mich. 2013) (noting split in cases).

taken in forma pauperis if the trial court certifies in writing that it is not taken in good faith."[16] After considering the substance of the Debtor's claims in the various adversary proceedings, the Court found no non-frivolous argument that could satisfy the good-faith requirement of an in forma pauperis appeal. The Court stands by that conclusion.

(2) Taking jurisdiction when it was not allowed.
(3) Altering laws by leaving out the ending that takes jurisdiction away from Mullin (Legislating from the bench).
(4) Proceeds in cases where he does not have jurisdiction.
(5) Accepting cases that did not meet the simplest of requirements for removal from state court.
(6) Refusing to remand cases just so that he can rule against the Debtor.

The bulk of the Debtor's contention with this Court has centered around jurisdiction. In countless filings (including Motions to Remand,[17] Motions to Reconsider,[18] Motions to Show Authority,[19] Motions to Reverse all Orders,[20] and Appeals[21]), the Debtor has argued that this Court lacks the appropriate jurisdiction hear and determine the matters before it. To the contrary, the Debtor's numerous lawsuits seek to challenge the validity of liens attached to properties subject

[16] 28 U.S.C. § 1915(a).

[17] Adv. No. 18-04172, ECF No. 5; Adv. No. 18-04176, ECF No. 50; Adv. No. 19-04039, ECF No. 12; Adv. No. 19-04039, ECF No. 31; Adv. No. 19-04068, ECF No. 31; Adv. No. 19-04074, ECF No. 4; Adv. No. 19-04074, ECF No. 8; Adv. No. 19-04075, ECF No. 4; Adv. No. 19-04075, ECF No. 8; Adv. No. 19-04070, ECF No. 10; Adv. No. 19-04084, ECF No. 10; Adv. No. 19-04105, ECF No. 7; Adv. No. 20-04007, ECF No. 4; Adv. No. 20-04029, ECF No. 7; Adv. No. 20-04031, ECF No. 5; Adv. No. 20-04039, ECF No. 7; Adv. No. 20-04040, ECF No. 7.

[18] Adv. No. 18-04172, ECF No. 21; Adv. No. 18-04176, ECF No. 83; Adv. No. 19-04039, ECF No. 20; Adv. No. 19-04068, ECF No. 53; Adv. No. 19-04074, ECF No. 22; Adv. No. 19-04075, ECF No. 22; Adv. No. 19-04070, ECF No. 23; Adv. No. 19-04105, ECF No. 26; Adv. No. 20-04007, ECF No. 22; Adv. No. 20-04039, ECF No. 12; Adv. No. 20-04039, ECF No. 12.

[19] Adv. No. 19-04084, ECF No. 15; Adv. No. 19-04105, ECF No. 10; Adv. No. 20-04007, ECF No. 9.

[20] Adv. No. 18-04172, ECF No. 168; Adv. No. 18-04176, ECF No. 80; Adv. No. 19-04039, ECF No. 39; Adv. No. 19-04068, ECF No. 40; Adv. No. 19-04074, ECF No. 15; Adv. No. 19-04075, ECF No. 15; Adv. No. 19-04084, ECF No. 35; Adv. No. 19-04105, ECF No. 11; Adv. No. 19-04106, ECF No. 9; Adv. No. 19-04120, ECF No. 11; Adv. No. 20-04007, ECF No. 11.

[21] Adv. No. 19-04039, ECF No. 51; Adv. No. 19-04074, ECF No. 25; Adv. No. 19-04075, ECF No. 25; Adv. No. 19-04070, ECF No. 26; Adv. No. 19-04084, ECF No. 38; Adv. No. 19-04106, ECF No. 12; Adv. No. 19-04120, ECF No. 14; Adv. No. 20-04007, ECF No. 25.

to his 2008 Bankruptcy Case[22] and his 2012 Bankruptcy Case.[23] The Bankruptcy Court maintains jurisdiction to interpret and enforce its own orders. Indeed, no fewer than six district court and magistrate judges have concluded that this Court has jurisdiction over the adversary proceedings.[24]

The Debtor makes two final arguments related to jurisdiction, neither of which has merit. First, the Debtor argues that the Court has deprived him of a right to a jury trial, but there are no triable facts for a jury to consider if the Debtor cannot state a plausible claim for relief that survives dispositive motions.[25] Second, the Debtor argues that the "well pleaded complaint rule" should have barred this Court's consideration of certain adversary proceedings, but the face of the various lawsuits filed by the Debtor showed that bankruptcy jurisdiction existed over the claims.

(7) Bias in favor of the Creditors and the Trustee.

In the Motion, the Debtor claims that "[a] judge that refuses to remand a case just so that he can rule against the Debtor is one that is showing an appearance of bias."[26] Generally, "judicial rulings alone almost never constitute a valid basis for a bias or partiality motion."[27] Specifically, this Court's ruling on the Debtor's several Motions to Remand[28] was not borne out of bias; rather, the decision to deny remand and permit the litigation to proceed in this Court was supported

---

[22] Case No. 08-45761-RFN-11 (the "***2008 Bankruptcy Case***").

[23] Case No. 12-456959 (the "***2012 Bankruptcy Case***").

[24] Adv. No. 19-4068, ECF No. 1; Adv. No. 19-4079, ECF No. 1; Adv No. 19-4084, ECF No. 7-18; Adv. No. 19-4105, ECF No. 3-10; Adv. No. 19-4106, ECF No. 3-11; Adv. No. 19-4120, ECF No. 3-11; Adv No. 20-4037, ECF No. 3-29; Adv. No. 20-4043, ECF No. 1; and Adv. No. 20-4048, ECF No. 1.

[25] *See Levine v. M&A Custom Home Builder & Developer, LLC*, 400 B.R. 200 (S.D. Tex. 2008) ("[W]ithdrawal should be deferred until [the bankruptcy] court has ruled on all dispositive motions, to further judicial economy and expedite the bankruptcy process.").

[26] Motion ¶ 28.

[27] *Liteky v. United States*, 510 U.S. 540, 555 (1994).

[28] *See supra* note 17.

entirely by the facts and the law. The Debtor certainly has the right to appeal the merits of these rulings, a right he has exercised,[29] but these adverse rulings may not be used to impute bias or impartiality.[30]

(8) Accepting untruths and rewrites from a creditor's lawyer and then ruling against the Debtor.

The Debtor's allegations in support of this argument[31] confuse arguments made by his own counsel. The Debtor cites a May 21, 2019 transcript of a hearing on dispositive motions filed by defendants in two of the Debtor's adversary proceedings.[32] At that hearing, as noted by the Debtor, the Court stated at one point that the Court had read the pleadings and the case law cited.[33] According to the Debtor, this statement (*i.e.*, that the Court reads the parties' pleadings and case cites before hearings) must not be true because "the Motion to Stay was not based on anything within Rule 59."[34]

The "Motion to Stay" to which the Debtor refers was a motion filed by the Debtor and his counsel in the main bankruptcy case to stay the conversion of his Chapter 11 case to Chapter 7.[35] That Motion to Stay asked the Court to delay the conversion so the Court could consider the Debtor's motion[36] to reconsider the conversion, which was based on both Bankruptcy Rules 9023 (which incorporates Federal Civil Rule 59) and 9024 (which incorporates Federal Civil Rule 60).

---

[29] *See supra* note 21.

[30] *Naranjo v. Thompson*, No. PE:11-CV-00105-RAJ, 2013 WL 12177174, at *3 (W.D. Tex. Jan. 16, 2013) (citing *Andrade v. Chojnacki*, 338 F.3d 448, 455 (5th Cir. 2003)).

[31] Motion ¶¶ 29–30.

[32] *See* Adv. No. 18-4172, ECF No. 62 (transcript of 5/21/19 hearing held in Adv. Nos. 18-4172 and 18-4176).

[33] 5/21/19 Tr. at 39, Adv. No. 18-4172, ECF No. 62.

[34] Motion ¶ 30(7).

[35] Case No. 12-46959, ECF No. 366.

[36] Case No. 12-46959, ECF No. 361.

In the objection[37] filed by Specialized Loan Servicing, LLC ("***SLS***") to the Motion to Stay, SLS argued that the Debtor's underlying motion to reconsider the conversion did not satisfy Rule 59, citing *In re Trevino*,[38] a case applying the Rule 59 standard. SLS thus argued, logically, that the Court should not stay the conversion just to consider a flawed underlying motion to reconsider. But according to the Debtor, if the Court had only read the SLS objection and the *Trevino* case, the Court would have realized that *Trevino* dealt with Rule 59 while his Motion for Stay did not. It is the Debtor who does not read his own former counsel's pleadings or does not understand them. The Motion to Stay was indeed premised in part on the Court's reconsideration of the conversion under Bankruptcy Rule 9023 and Federal Civil Rule 59.

(9) Not compelling discovery when asked to do so.

The Debtor appears to be referring to his *Motion to Compel Discovery*,[39] which is set for hearing on July 22, 2020. The Court will not recuse itself simply because it has not ruled for the Debtor on a motion that has not even been heard yet. When the Court does rule (whether for or against the Debtor), the Court's ruling will be based on the facts and the law.

(10) Allowing Trustee's lawyer to give an opening statement while not allowing Debtor.

At the June 23, 2020 hearing on fee applications,[40] the Court determined going straight into evidence would be most prudent. Both the Debtor and opposing counsel had their own testimony to proffer into the record. While the Debtor may not have had an opportunity for a

[37] Case No. 12-46969, ECF No. 368.

[38] 564 B.R. 890 (Bankr. S.D. Tex. 2017).

[39] Adv. No. 20-4029, ECF No. 10.

[40] Case No. 12-46959, ECF Nos. 771, 774.

formal opening, he was generously awarded the time and leeway to more than state his case to the Court.

(11) Possible ex parte communication with Freedom Mortgage's representative and either the Trustee or her lawyer.

The Debtor's allegations of improper ex parte communications with any parties are unfounded. The Court communicates with the parties and their counsel in open court and in the Court's written rulings.

(12) Allowing a company without standing to file into a case that had been removed from the court on appeal.

The Debtor alleges that because the Court allowed Freedom Mortgage Corp. to file its Motion to designate the Debtor a vexatious litigant[41] in an adversary proceeding (19-4106) in which Freedom Mortgage Corp. was not a party, the Court must be biased. This allegation is completely baseless, as the Court ultimately denied Freedom's motion because it did not have standing to file such a motion in that adversary proceeding.[42]

(13) As a Bankruptcy Judge, Mullin totally disregarded to (sic) Bankruptcy laws by not following the Department of Justice Handbook for Trustees on taxes.

On April 20, 2020, the Court approved the Chapter 7 Trustee's motion to pay postpetition tax expenses of the Debtor's estate.[43] This request was reasonable and in the best interests of the estate. The Debtor, in his response to the motion, requested that the Trustee submit to him a "Profit and loss statement, balance sheet, and simple listing of all payment and cash received and all debts due," and if the Trustee will provide that information and "work with the Debtor towards a reasonable

[41] Adv. No. 19-04106, ECF No. 22.

[42] Adv. No. 19-04106, ECF No. 34.

[43] Case No. 12-46959, ECF No. 765.

settlement, Debtor will agree to abide by the settlement without appealing the case."[44] The Debtor's response failed to set forth any valid basis for conditioning the Chapter 7 trustee's motion on the Debtor's information demands. Further, this response is one of many examples of the Debtor's tactics—filings baseless pleadings and threatening a drawn-out appeals process unless he gets his way.

(14) Refusing to give Burch requested additional time to bring together his witnesses for a hearing during a pandemic.

In response to the filing of fee applications by the Trustee's counsel[45] and accountant,[46] the Debtor filed a motion for continuance six days before the scheduled hearing, arguing that he needed a sixty-day continuance and that he anticipated calling fifteen witnesses for the hearing.[47] The motion for continuance failed to explain who the witnesses were, why their testimony would be relevant, or why sixty days was necessary for the continuance. The Court denied the motion for continuance, agreeing with the Chapter 7 trustee's argument that the continuance only served to needlessly delay the matter and increase the cost of litigation.[48]

(15) Failure to allow Burch due process as allowed under the Constitution over twenty times.

The Debtor points to no specific instances where the Court allegedly denied the Debtor due process. To the contrary, the Court took care throughout the proceedings to ensure the Debtor was

[44] Case No. 12-46959, ECF No. 764.

[45] Case No. 12-46959, ECF No. 771.

[46] Case No. 12-46959, ECF No. 774.

[47] Case No. 12-46959, ECF No. 801, at 1.

[48] Case No. 12-46959, ECF No. 804.

given a full and fair opportunity to make his arguments, either in his filings or at hearings when hearings were appropriate.

The Debtor's remaining arguments—to the extent not already addressed above in response to similar arguments—provide no basis for recusal.

For all these reasons, the Court **DENIES** the Motion.

End of Order # #

APPENDIX F

The following constitutes the ruling of the court and has the force and effect therein described.

Signed December 9, 2009 **United States Bankruptcy Judge**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE	§	
	§	
WILLIAM & JUANITA BURCH	§	CASE 08-45761-RFN-11
	§	
DEBTOR	§	

ORDER CONFIRMING DEBTOR'S THIRD AMENDED PLAN OF REORGANIZATION

CAME ON FOR CONSIDERATION by the Court at the confirmation hearing held on December 8, 2009, the Debtor's Third Amended Plan of Reorganization filed October 16, 2009 ("Plan") as described by that certain Amended Disclosure Statement dated May 27, 2009, filed by William & Juanita Burch, Debtors in the above-styled and numbered case. The Plan having been transmitted to all creditors, equity interest holders and parties-in-interest and the Court having reviewed the Plan and the Court having been informed that no Objections to Confirmation have been

filed which have not been resolved by the modification announced in open Court on December 8, 2009,, and after hearing the evidence presented, testimony of witnesses, and argument of counsel, concludes as follows:

1. The majority of all creditors in all classes and the equity holders voting have voted to accept the Plan.

2. The Plan complies with the applicable provisions of Title 11, and the Debtor, as the plan proponent, has complied with the applicable provisions of Title 11.

3. The Plan has been proposed in good faith and not by any means forbidden by law.

4. The requisite number of impaired classes of claims or interests voting have voted to accept the Plan.

5. All payments made or promised to be made by the Debtor or any other person for services or for costs and expenses in, or in connection with, the Plan, and incident to the case, have been disclosed to the Court and are reasonable or, if to be fixed after Confirmation of the Plan, will be subject to the approval of the Court.

6. The identity, qualifications, and affiliations of the persons who are to serve the Debtor, after Confirmation of the Plan, have been fully disclosed, and the appointment of such persons to such offices, or their continuance therein, is equitable, and consistent with the interests of the creditors and equity security holders and with public policy.

7. The identity of any insider that will be employed or retained by the Debtor and his compensation has been fully disclosed.

8. The Plan does not affect any rate change of any regulatory commission with jurisdiction over the rights of the Debtor.

9. The Plan is not likely to be followed by further need for reorganization.

10. All Section 1930 fees shall be paid by the Debtor on or before the Effective Date of the Plan or as agreed to by the Debtor and the United States Trustee.

11. All creditors will receive more under the Plan than they would receive in a Chapter 7 liquidation.

12. The Plan does not affect any retiree benefits.

13. The Modifications announced in open Court on December 8, 2009 do not adversely affect any creditor who has previously voted to accept the Plan.

14. The Debtor reserves the right to object to the amount and allowance of all claims after Confirmation. All such objections shall be filed within sixty (60) days of the Effective Date, as defined in the Plan.

It is accordingly,

ORDERED, ADJUDGED AND DECREED that the Modifications announced in open Court on December 8, 2009, are approved. It is further

ORDERED ADJUDGED AND DECREED that the Debtor's Fourth Amended Plan of Reorganization, as attached hereto as Exhibit "A", is confirmed. It is further

ORDERED, ADJUDGED AND DECREED the Debtor is hereby required to file quarterly operating reports with the United States Trustee until such time as the case in closed. The Debtor is further required to pay the United States Trustee quarterly fees until such time as the clerk of the court closes the case.

Exhibit "A

Eric A. Liepins
ERIC A. LIEPINS, P.C.
12770 Coit Road
Suite 1100
Dallas, Texas 75251
Ph. (972) 991-5591
Fax (972) 991-5788

ATTORNEY FOR DEBTOR

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE	§	
	§	
WILLIAM & JUANITA BURCH	§	
	§	Case No. 08-No. 08-45761-11
DEBTORS	§	

FOURTH AMENDED PLAN OF REORGANIZATION OF WILLIAM & JUANITA BURCH PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE DATED OCTOBER 16, 2009

TO: ALL PARTIES-IN-INTEREST, THEIR ATTORNEYS OF RECORD AND TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COME NOW, William & Juanita Burch, Debtors and Debtors-in-Possession in the above-referenced bankruptcy cases, and proposes the following Plan of Reorganization ("Plan"). The Plan proposes segregation of the Creditors of the Debtor into 14 separate classes.

ARTICLE I

DEFINITIONS

Unless the context otherwise requires, the following capitalized terms shall have the meanings indicated when used in this Plan and in the accompanying Disclosure Statement, which meaning shall be equally applicable to both the singular and plural forms of such terms. Any term in this Plan that is not defined herein but that is used in title 11, United States Code ("Code") shall have the meaning assigned to such term in the Code.

1. "**Administrative Claim**" shall mean those Claims entitled to priority under the provisions of Section 507 of the Code, pursuant to a claimed and allowed administrative expense priority under Section 503(b) of the Code. However ad valorem tax authorities shall not be required to file and Administrative Expenses claim and request for payment in order for their Administrative Expenses Claims to be allowed.

2. "**Allowed Claim**" as to all Classes, hereinafter specified, shall mean a Claim against Debtor (a) for which a Proof of Claim has been timely filed with the Court by the Bar Date, or, with leave of the Court and without objection by any party-in-interest, late-filed and as to which neither the Debtor nor any party-in-interest files an objection or as to which the Claim is allowed by Final Order of the Court, or (b) scheduled in the list of creditors, as may be amended, prepared and filed with the Court pursuant to Rule 1007(b) and not listed as disputed, contingent or unliquidated as to amount, as to which no objection to the allowance thereof has been interposed through closing of this case, or as to which any such objection has been determined by an order or judgment which is no longer subject to appeal or certiorari proceeding and as to which no appeal or certiorari proceeding is pending. This category includes all Claims deemed unsecured pursuant to §506(a) of the Code. When "Allowed Claim" is used in the context of a Secured Claim, the provisions of §506(b) of the Code shall also apply.

3. "**Allowed Secured Claim**" shall mean an Allowed Claim secured by a lien, security interest, or other encumbrance on the properties owned by the Debtor, which lien, security interest, or other encumbrance has been properly perfected as required by law, to the extent of the value of the property encumbered thereby. That portion of such Claim exceeding the value of the security held therefor shall be an Unsecured Claim, as defined below and determined pursuant to 11 U.S.C. §506(a).

4. "**Allowed Unsecured Claim**" shall mean an unsecured Claim against Debtor (a) for which a Proof of Claim has been timely filed with the Court by the Bar Date, or, with leave of the Court and without objection by any party-in-interest, late-filed and as to which neither the Debtor nor any party-in-interest files an objection or as to which the Claim is allowed by Final Order of the Court, or (b) scheduled in the list of creditors, as may be amended, prepared and filed with the Court pursuant to Rule 1007(b) and not listed as disputed, contingent or unliquidated as to amount, as to which no objection to the allowance thereof has been interposed through closing of this case, or as to which any such objection has been determined by an order or judgment which is no longer subject to appeal or certiorari proceeding and as to which no appeal or certiorari proceeding is pending. This category includes all Claims deemed unsecured pursuant to §506(a) of the Code.

5. "**Bar Date**" shall mean the date fixed by the Court as the last date for filing all Claims in this case other than Administrative and Priority Claims or Rejection Claims.

6. "**Case**" shall mean this Chapter 11 case.

7. "**Claim**" shall mean any right to payment from the Debtor as of the date of entry of the Order Confirming Plan whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or can be asserted by way of set-off. Claim includes any right or cause of action based on a pre-petition monetary or non-monetary default.

8. "**Claimant**" shall mean the holder of a Claim.

9. "**Class**" shall refer to a category of holders of Claims or interests which are "substantially similar" as provided for in Section 1122 of the Code.

10. "**Code**" shall mean the United States Bankruptcy Code, being title 11 of the United States Code, as enacted in 1978 and thereafter amended.

11. "**Confirmation**" or "**Confirmation of this Plan**" shall mean entry by the Court of an Order confirming this Plan at or after a hearing pursuant to Section 1129 of the Code.

12. "**Confirmation Date**" shall mean the date on which the Court enters an Order confirming this Plan.

13. "**Court**" shall mean the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division, presiding over this Chapter 11 reorganization case, or any successor court of competent jurisdiction.

14. "**Creditor**" shall mean any person having a Claim against Debtor.

15. "**Debt**" shall mean any obligation of Debtor, alone, and any obligation of Debtor and any other Person, to any Entity.

16. "**Debtor**" or "**Debtors**" shall mean William and Juanita Burch, individually and the Debtors in the above-styled and numbered case.

17. "**Disbursing Agent**" shall mean the Reorganized Debtor.

18. "**Effective Date**" shall mean thirty days after the Final Confirmation Date.

19. "**Entity**" shall include Person, estate trust, governmental unit and the United States Trustee.

20. "**Equity Interest Holders**" shall mean holders of the equity interests in the Debtors.

21. "**Final Confirmation**" shall mean that date which is eleven (11) days following the entry of the Order Confirming Plan, during which period of time no Notice of Appeal is filed, or if

a Notice of Appeal is filed, during which period of time no Motion for Stay Pending Appeal is granted or supersedeas bond is approved and filed.

22. "**Order Confirming Plan**" shall mean the Order of the Court determining that this Plan meets the requirements of Chapter 11 of the Code and is entitled to confirmation or filed for relief under Chapter 11 of the Code.

23. "**Petition Date**" shall mean the date on which the Debtor filed this proceeding, December 1, 2008.

24. "**Plan**" shall mean this Plan of Reorganization in its present form or as it may be amended, modified or supplemented.

25. "**Priority Claim**" shall mean any Claim entitled to priority pursuant to Section 507(a) of the Code except for Tax Claims and Claims incurred by the Debtor post-petition in the ordinary course of business.

26. "**Rejection Claim**" shall mean any Claim arising out of the rejection of a lease or executory contract pursuant to Section 365 of the Code, which Claim shall be treated as an Unsecured Claim.

27. "**Reorganized Debtor**" shall mean the entity which shall assume title to and control of the Debtors' assets and liabilities upon confirmation as provided herein.

28. "**Secured Claim**" shall mean an Allowed Claim secured by a lien, security interest, or other encumbrance on the properties owned by the Debtor, which lien, security interest, or other encumbrance has been properly perfected as required by law, to the extent of the value of the property encumbered thereby. That portion of such Claim exceeding the value of the security held therefor shall be an Unsecured Claim, as defined below and determined pursuant to 11 U.S.C. §506(a).

29. "**Substantial Consummation**" shall occur upon Debtor's commencement of payments to creditors as provided in this Plan.

30. "**Tax Claims**" shall mean any Claim entitled to priority under Section 507(a)(8) of the Code and shall include the claims of taxing authorities for taxes owed on the property retained by the Debtor under this Plan.

31. "**Unsecured Claim**" shall mean any Allowed Claim, whether or not liquidated or contingent other than a Priority Claim, a Tax Claim, or a Secured Claim.

ARTICLE 2
CERTAIN GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to this Plan:

2.1 **Claims and Debts**: Various types of Claims and Debts are defined in this Plan. This Plan is intended to deal with all Claims and Debts against the Debtors of whatever character whether or not contingent or liquidated and whether or not allowed by the Court pursuant to Section 502(a) of the Code and all Claims and Debts will receive the treatment afforded in Articles of this Plan. Claims and Debts incurred by the Debtors post-petition, including ad valorem taxes, in the ordinary course of business will be paid by the Debtors according to their terms as they come due.

2.2 **Securities Laws**: The issuance of any security in satisfaction of indebtedness under this Plan may be exempt from registration under certain State and Federal securities laws by virtue of Section 1145 of the Code and the exemption therein contained.

2.3 **Time for Filing Claims**: With respect to those Claims that have been identified in the Schedules filed pursuant to Section 521(1) of the Code and which have been scheduled as "disputed," "contingent," or "unliquidated," said Claimants must file a proof of claim bearing the case number of the above-styled and referenced proceeding with the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division, on or before the Bar Date to participate under this Plan. Claims scheduled as disputed, contingent, or unliquidated filed after the Bar Date shall not be allowed, and shall not participate in the distributions contemplated by this Plan. Claims arising from rejection of a lease or executory contract and administrative claims shall be filed with the Court within thirty (30) days following the Confirmation Date of this Plan.

2.4 **Modifications to Plan**: In accordance with Bankruptcy Rule 3019, to the extent applicable, this Plan may be modified upon application of Debtors or corrected prior to Confirmation without notice and hearing and without additional disclosure pursuant to Section 1125 of the Code provided that, after hearing on and notice to the creditors, the Court finds that such modification does not materially or adversely affect any Creditor or Class of Creditor.

ARTICLE 3
TREATMENT OF UNCLASSIFIED CLAIMS
(CERTAIN ADMINISTRATIVE CLAIMS AND PRIORITY CLAIMS)

3.1 All trade and service debts and obligations, including ad valorem taxes for year 2009, incurred in the normal course of business by the Debtors on or after the Petition Date will be paid when due in the ordinary course of the Debtors' business unless a different time for payment is specified in this Plan.

3.2 Each governmental unit holding a post-petition Claim arising out of taxes assessed against property of the estate, also including "ad valorem property taxes," but limited as provided by Section 502(b)(3) of the Code, shall be paid in full when said Claims are due.

ARTICLE 4
DIVISION OF CREDITORS INTO CLASSES

4.1 Classification of Claims: This Classification of Claims is made for purposes of voting on this Plan, making distributions thereunder, and for ease of administration thereof. Unless specifically provided otherwise herein, on the Confirmation Date this Plan discharges and extinguishes all Claims and Debts against the Debtor of whatever character, whether allowed by the Court or otherwise.

Class 1: Consists of **Allowed Administrative Claims Attorney fees and US Trustee Fees** (Not Impaired)

Class 2: Consists of **Allowed IRS Tax Claims** (Impaired)

Class 3: Consists of **Allowed Ad Valorem Tax Claims** (Impaired)

Class 4: Consists of **Allowed Secured Claim of America Home Mortgage Bank** (Impaired)

Class 5: Consists of **Allowed Secured Claim of America's Servicing Company** (Impaired)

Class 6: Consists of **Allowed Secured Claim of Aurora Loan Service** (Impaired)

Class 7: Consists of **Allowed Secured Claim of Chase Bank** (Impaired)

Class 8: Consists of **Allowed Secured Claim of Countrywide Home Loans** (Impaired)

Class 9: Consists of **Allowed Secured Claim of Freedom Mortgage** (Impaired)

Class 10: Consists of **Allowed Secured Claim of Litton Loan Servicing** (Impaired)

Class 11: Consists of **Allowed Secured Claim of Select Portfolio Services** (Impaired)

Class 12: Consists of **Allowed Secured Claim of Sprint Partners** (Impaired)

Class 13: Consists of **Allowed Secured Claim of Wells Fargo** (Impaired)

Class 14: Consists of **Allowed Unsecured Creditors** (Impaired)

ARTICLE 5
TREATMENT OF CLASSES

5.1 **Satisfaction of Claims and Debts**: The treatment of and consideration to be received by holders of Allowed Claims or interests pursuant to this Article of this Plan shall be in full settlement, release and discharge of their respective Claims, Debts, or interests as against the Debtors subject to the provisions herein. On the Confirmation Date, the Reorganized Debtor shall assume all duties, responsibilities and obligations for the implementation of this Plan.

5.2 Class 1 Claimants (Allowed Administrative Claims of Professionals and US Trustee)

are unimpaired and will be paid in cash and in full on the Effective Date of this Plan. Professional fees are subject to approval by the Court as reasonable. Debtors' attorney's fees approved by the Court and payable to the law firm of Eric Liepins, P.C. will be paid immediately following the later of Confirmation or approval by the Court out of the available cash. This case will not be closed until all allowed Administrative Claims are paid in full. Aurora Loan Services shall have an Administrative Claim in the amount of $1,500. This Claim shall be paid in twelve monthly installments commencing on the Effective Date. Class 1 Creditor Allowed Claims are estimated as of the date of the filing of this Plan to not exceed the amount of $15,000 including Section 1930 fees. Section 1930 fees shall be paid in full prior to the Effective Date. The Debtors are required to continue to make quarterly payments to the U.S. Trustee and may be required to file post-confirmation operating reports until this case is closed. The Class 1 Claimants are not impaired under this Plan.

5.3 5.3 Class 2 Claimants (Allowed Secured Claim of IRS) is impaired and shall be satisfied as follows: The Allowed Secured Claim of the IRS shall will be satisfied by being paid in full with interest in monthly installments, out of revenue of the Reorganized Debtor's continued operation of business, with the total amount of that Allowed Secured Claim subject to being reduced during the term of the Plan through lump sum payments from distribution of proceeds in accordance with existing lien priorities from the sale of any real property assets of the Debtor. (a) This Class consists of the Allowed Secured Claim of the United States of America, Internal Revenue Service ("IRS"). That Claim is in the amount of $116,584.13 as evidenced by the Proof of Claim filed herein by the IRS, being Claim 18-2, and is secured by liens on the real and personal property of the Debtors as identified in the attachments to the Proof of Claim. The Plan intends to treat the IRS claim as a secured Class 2 claim. The Class 2 claim will be paid in full over a 60 month period from the date of the petition, commencing on the Effective Date with interest at a rate of 4% per annum. The amount of the Class 2 Allowed Secured Claim of the IRS may be amended should the IRS file an amended proof of claim in this case. The IRS may file an amendment to its Proof of Claim at any time and said amendment will be deemed timely filed.

(b) The Class 2 Allowed Secured Claim of the IRS will be paid, together with interest at the rate of 4% per annum, in cash in equal monthly payments of $2,489.57 each over a term not to exceed 51 months from the date of Confirmation, with the first payment to be due on the first day of the first month following the Effective Date, and with the subsequent payments being due on the first day of each month thereafter. The amount of the monthly payment may change in the event the Debtor's objects to the IRS Proof of Claim or in the event the IRS amends its Proof of Claim. The Debtor has filed amended returns to reflect changes in the amount owed.

(c) The Class 2 Claimant, the IRS, will, notwithstanding any other term or provision of this Plan, retain its liens until the Allowed Secured Claim is, together with interest, paid in full. However, as set forth in the Plan in the event the Debtor sell any of the Properties, the IRS shall release its lien on the Property sold once all proceeds from the sale are distributed in accordance with existing lien priorities.

(d) The IRS Secured Claim of $116,584.13 is an Allowed Secured Claim unless the Debtor or Reorganized Debtor files an objection to the filed IRS Proof of Claim before the expiration of 30 days from the Effective Date. If such an objection is timely filed, then the IRS Secured Claim will become an Allowed Secured Claim upon final order of the Court resolving that objection and the amount of the IRS Secured Claim. If the IRS files an amended proof of claim changing the amount of the Secured Claim, then the amount of the amended proof of claim will become the Class 2

Allowed Secured Claim of the IRS unless an objection is filed thereto within 30 days of the filing of the amended proof of claim.

(e) Payments under the Plan to the IRS on its claims are to be made to: Internal Revenue Service, Insolvency, Attn: Nathan Villanueva, Bankruptcy Advisor, Insolvency Group 1, Room 937, MAIL Code 5029, 1100 Commerce Street, Dallas, Texas 75242, 214.413.5346, Facsimile 214.413.5208.

(f) Notwithstanding any other provision or term of this Plan or order of confirmation, the following Default Provision shall apply to the IRS and its claims and administrative expense claims in this case:

If the Debtor or the Reorganized Debtor fails to make all payments on federal taxes, claims of the IRS, and administrative expense claims of the IRS, which are provided for in this Plan or order of confirmation, or if any other event of default as provided in the Plan occurs, the IRS shall be entitled to give the Debtor and Reorganized Debtor notice of the default and if the default has not been cured within thirty (30) days from the mailing of the written notice, the IRS shall have the following rights and the following provisions shall apply to the IRS:

(1) The IRS shall have the right to declare due and payable any interest or penalties which would have accrued on pre-petition tax liabilities of the Debtor but for the filing of the bankruptcy petition and if the Debtor fails to pay the interest and penalties then they may be assessed by the IRS;

(2) The pre-petition tax claims shall be treated as taxes owed by a non-debtor as if no bankruptcy petition has been filed and as if no plan had been confirmed;

(3) The IRS shall have the right to proceed to collect from the Debtor or the reorganized Debtor any of the pre-petition tax liabilities and related penalties and interest through administrative or judicial collection procedures available under the United States Code as if no bankruptcy petition had been filed and as if no plan had been confirmed, and, such procedure shall include, but not be limited to:

(i) the filing of notices of federal tax liens; and (ii) collection by levy as provided by I.R.C. §§ 6331 through 6344; and

(4) The failure of the IRS to declare a default does not constitute a waiver by the IRS of the right to declare that the Debtor or Reorganized Debtor are in default of the Plan or order of confirmation.

5.4 Class 3 Claimants (The Allowed Property Taxes Claims). The Allowed Amount of all Priority Property Tax Creditor Claims shall be paid out of either the proceeds from the sale of any property for which a tax is owed or out of the revenues or employment income of the Debtor for any property which is to be retained under the Plan. The Priority Tax Creditor Claims which are to be paid under the Plan result from real property taxes on the following properties: 3007 Sunnybrook, Arlington, Texas, 2811 Galemeadow, Fort Worth, Texas and 511 Plainview, Mansfield, Texas (The "Tax Properties"). Various taxing authorities have filed Proofs of Claim, however, those Proofs of Claim include taxes which have now been paid. The Debtors believe the current amount of past due ad valorem taxes is $18,645. The Monthly payment on these taxes will be approximately $414 per month. The amounts owning on the Tax Properties are the ad valorem real property taxes for tax years 2007 and 2008. These taxes will be paid over a 60 month period commencing on the Effective Date. The Ad Valorem Taxes for real property taxes will receive post-petition pre-confirmation

interest at the state statutory rate of 1% per month and post-confirmation interest at the rate of 12% per annum. The ad valorem Taxing Authorities shall retain their liens, and their lien priority, to secure their Tax Claims until paid in full as called for by this Plan.

5.5 C lass 4 Claimant (Allowed Secured Claim of America Home Mortgage) is impaired and shall be satisfied as follows: America Home Mortgage ("America") is the mortgage holder on the properties located at 426 Falling Leaves, Duncanville, Texas, 420 Georgetown, Everman, Texas and 3007 Sunnybrook, Arlington, Texas (the "America Properties"). The Debtor shall surrender the Falling Leaves property in full satisfaction of the debt pursuant to 11 U.S.C. 1129(b)(2)(A)(iii). Based upon the Debtors' current value of the Georgetown property, the Debtors will enter into a New Georgetown Note in the original principal amount of $59,500 ("New Georgetown Note"). The New Georgetown Note shall bear interest at the rate of 4.5% per annum . The Debtors shall pay the New Georgetown Note in 360 equal monthly payments of $302.29 commencing on the Effective Date. Based upon the Debtors' current value of the Sunnybrook property, the Debtors will enter into a New Sunnybrook Note in the original principal amount of $81,432 ("New Sunnybrook Note"). The New Sunnybrook Note shall bear interest at the rate of 7% per annum . The Debtors shall pay the New Sunnybrook Note in 360 equal monthly payments of $542 commencing on the Effective Date. Class 4 is impaired under this Plan.

5 Class 5 Claimant (Allowed Secured Claim of America's Servicing Company) is impaired and shall be satisfied as follows: America's Servicing Company ("Servicing") is the mortgage holder on the properties located at 1937 Bolingbroke, Fort Worth, Texas, 503 W. 8th Street, Lancaster, Texas, 2809 Harvest Lake Irving, Texas, and 707 Hunters Glen, Arlington, Texas (the "Servicing Properties"). The Debtors shall retain the Servicing Properties. Based upon the Debtors' current value of the Bolingbroke property, the Debtors will enter into a New Bolingbroke Note in the original principal amount of $75,000 ("New Bolingbroke Note"). The Bolingbroke Note shall bear interest at the rate of 4.5% per annum . The Debtors shall pay the New Bolingbroke Note in 360 equal monthly payments of $380 commencing on the Effective Date. Based upon the Debtors' current value of the 8th Street property, the Debtors will enter into a New 8th Street Note in the original principal amount of $34,800 ("New 8th Street Note"). The New 8th Street Note shall bear interest at the rate of 4.5% per annum . The Debtors shall pay the New 8th Street Note in 360 equal monthly payments of $173.09 commencing on the Effective Date. Based upon the Debtors' current value of the Harvest Lake property, the Debtors will enter into a New Harvest Lake Note in the original principal amount of $89,620 ("New Harvest Lake Note"). The New Harvest Lake Note shall bear interest at the rate of 4.5% per annum . The Debtors shall pay the New Harvest Lake Note in 360 equal monthly payments of $454 commencing on the Effective Date. Based upon the Debtors' current value of the Hunters Glen property, the Debtors will enter into a New Hunters Glen Note in the original principal amount of $75,000 ("New Hunters Glen Note"). The New Hunters Glen Note shall bear interest at the rate of 4.5% per annum . The Debtors shall pay the New Hunters Glen Note in 360 equal monthly payments of $380.83 commencing on the Effective Date. Class 5 is impaired under this Plan.

5.7 Class 6 Claimant (Allowed Secured Claims of Aurora Loan Services) is impaired and shall be satisfied as follows: Aurora Loan Services ("Aurora") is a mortgage holder on property located at 213 Woodhaven, De Soto, Texas (the "Aurora Property"). The Debtor shall surrender the Woodhaven Property in full satisfaction of the debt pursuant to 11 U.S.C. 1129(b)(2)(A)(iii). Aurora is also the lienholder on the Debtors present home at 5947 Waterford, Grand Prairie, Texas (the "Waterford Property"). The Debtors shall retain the Waterford Property as their homestead and continue to make monthly payments in accordance with the terms of the existing loan documents. The Debtor's shall pay any pre-petition arrearage on the property prior to the Effective Date. The payments to Aurora shall be principal and interest only on the Waterford property. The Debtors shall be responsible for maintaining and directly paying for adequate continuous insurance coverage on the Waterford property and directly paying all property taxes. Class 6 is impaired under this Plan.

5.8 Class 7 Claimant (Allowed Secured Claims of Chase) is impaired and shall be satisfied as follows: Chase Bank ("Chase") is the mortgage holder on the following properties located at 1713 Enchanted, Lancaster, Texas, 203 Hemlock, Arlington, Texas, 4717 Ira, Haltom City, Texas and 2236 Shady Grove, Bedford, Texas (the "Chase Properties"). Based upon the Debtors' current value of the Enchanted property, the Debtors will enter into a New Enchanted Note in the original principal amount of $68,000 ("New Enchanted Note"). The New Enchanted Note shall bear interest at the rate of 5% per annum. The Debtors shall pay the New Enchanted Note in 360 equal monthly payments of $365.04 commencing on the Effective Date. Based upon the Debtors' current value of the Hemlock property, the Debtors will enter into a New Hemlock Note in the original principal amount of $84,950 ("New Hemlock Note"). The New Hemlock Note shall bear interest at the rate of 5.25% per annum . The Debtors shall pay the New Hemlock Note in 360 equal monthly payments of $469.65 commencing on the Effective Date. Based upon the Debtors' current value of the Ira property, the Debtors will enter into a New Ira Note in the original principal amount of $78,000 ("New Ira Note"). The New Ira Note shall bear interest at the rate of 4.5% per annum . The Debtors shall pay the New Ira Note in 360 equal monthly payments of $365.63 commencing on the Effective Date. Based upon the Debtors' current value of the Shady Grove property, the Debtors will enter into a New Shady Grove Note in the original principal amount of $101,000 ("New Shady Grove Note"). The New Shady Grove Note shall bear interest at the rate of 4.5% per annum . The Debtors shall pay the New Shady Grove Note in 360 equal monthly payments of $512.56 commencing on the Effective Date. Class 7 is impaired under this Plan.

5.9 Class 8 Claimant (Allowed Secured Claims of Countrywide Home Loans) is impaired and shall be satisfied as follows: Countrywide Home Loans ("Countrywide") is the mortgage holder on the properties located at 1053 Briarwood, De Soto, Texas, 2811 Galemeadow, Fort Worth, Texas and 7613 Timberline, Kennedale, Texas (the "Countrywide Properties"). The Debtors shall retain the Countrywide Properties. Based upon the Debtors' current value of the Brairwood property, the Debtors will enter into a New Briarwood Note in the original principal amount of $82,000 ("New Brairwood Note"). The New Briarwood Note shall bear interest at the rate of 5% per annum . The Debtors shall pay the New Briarwood Note in 360 equal monthly payments of $413.35 commencing on the Effective Date. Based upon the Debtors' current value of the Galemeadow property, the Debtors will enter into a New Galemeadow Note in the original principal amount of $61,600 ("New Galemeadow Note"). The New Galemeadow Note shall bear interest at the rate of 4.5% per annum.

The Debtors shall pay the New Galemeadow Note in 360 equal monthly payments of $312.93 commencing on the Effective Date. Based upon the Debtors' current value of the Timberline property, the Debtors will enter into a New Timberline Note in the original principal amount of $89,602 ("New Timberline Note"). The New Timberline Note shall bear interest at the rate of 5% per annum. The Debtors shall pay the New Timberline Note in 360 equal monthly payments of $472.40 commencing on the Effective Date. Class 8 is impaired under this Plan.

5.10 Class 9 Claimant (Allowed Secured Claims of Freedom Mortgage) is impaired and shall be satisfied as follows: Freedom Mortgage ("Freedom") is the mortgage holder on the property located at 1006 Nancy, Lancaster, Texas (the "Freedom Property").Based upon the Debtors' current value of the Nancy property, the Debtors will enter into a New Nancy Note in the original principal amount of $67,000 ("New Nancy Note"). The New Nancy Note shall bear interest at the rate of 7% per annum. The Debtors shall pay the New Nancy Note in 360 equal monthly payments of $412 commencing on the Effective Date. Class 9 is impaired under this Plan.

5.11 Class 10 Claimant (Allowed Secured Claims of Litton Loan Servicing) is impaired and shall be satisfied as follows: Litton Loan Servicing ("Litton") is the mortgage holder on the property located at 2531 Gerry Way, Lancaster, Texas (the "Litton Property"). Based upon the Debtors' current value of the Gerry Way property, the Debtors will enter into a New Gerry Way Note in the original principal amount of $33,000 ("New Gerry Way Note"). The New Gerry Note shall bear interest at the rate of 5.1% per annum. The Debtors shall pay the New Gerry Way Note in 360 equal monthly payments of $195.86 commencing on the Effective Date. Class 10 is impaired under this Plan.

5.12 Class 11 Claimant (Allowed Secured Claims of Select Portfolio Services) is impaired and shall be satisfied as follows: Select Portfolio Services ("Select") is the mortgage holder on the properties located at 1169 Meadow Creek, Lancaster, Texas and 3805 Wrentham, Arlington, Texas (the "Select Properties"). The Debtor shall surrender the Meadow Creek in full satisfaction of the debt pursuant to 11 U.S.C. 1129(b)(2)(A)(iii). Based upon the Debtors' current value of the Wrentham property, the Debtors will enter into a New Wrentham Note in the original principal amount of $113,621.64 (or such amount as determined by the Court) ("New Wrentham Note"). The New Wrentham Note shall bear interest at the rate of 7% per annum. The Debtors shall pay the New Wrentham Note in 360 equal monthly payments of $755 commencing on the Effective Date. The Class 11 Creditor is impaired under this Plan.

5.13 Class 12 Claimant (Allowed Secured Claims of Sprint Partners) is impaired and shall be satisfied as follows: Sprint Partners ("Sprint") is the mortgage holder on the property located at 511 Plainview, Mansfield, Texas (the "Plainview Property"). The Debtor shall surrender the Plainview property in full satisfaction of the indebtedness pursuant to 11 U.S.C. 1129(b)(2)(A)(iii). Class 12 is impaired under this Plan.

5.14 Class 13 Claimant (Allowed Secured Claims of Wells Fargo) is impaired and shall be satisfied as follows: Wells Fargo ("Wells") is the mortgage holder on the property located at 7188 Chambers Creek, Arlington, Texas (the "Chambers Creek Property"). Based upon the Debtors'

current value of the Chambers Creek property, the Debtors will enter into a New Chambers Creek Note in the original principal amount of $120,000 ("New Chambers Creek Note"). The New Chambers Creek Note shall bear interest at the rate of 4.5% per annum. The Debtors shall pay the New Chambers Creek Note in 360 equal monthly payments of $608.83 commencing on the Effective Date. Class 13 is impaired under this Plan.

5.15 Class 14 Claimants (Allowed Unsecured Creditors) are impaired and shall be satisfied as follows: All Allowed Unsecured Creditors, this will include any bificated secured and unsecured creditors from Classes 4 through 13, and any claims of junior lienholders on any of the Retained Properties, including the junior liens held by JPMorgan Chase on the properties located at 1937 Bolingbroke Ct, Fort Worth, Texas – claim #35; 426 Falling Leaves Dr., Duncanville, Texas – claim #36; 2809 Harvest Lake Dr., Irving, Texas – claim #32; and 707 N. Hunters Glen Circle, Arlington, Texas – claim #34, hereinafter referred to as the "JP Morgan Chase Junior Liens"), shall be paid out of the unsecured creditors pool. However, any Class 14 creditors whose claim arises as a result of the value of any of the properties being less than the amount of the lien claims on those properties, including the JPMorgan Chase Junior Liens described above, shall be entitled to retain their liens on the properties during the term of the Plan, and in the event any property is sold under the Plan to which these liens attach, the creditor holding such lien shall be entitled to assert the amount of its lien claim to the proceeds of any such sale, to the exclusion of other unsecured creditors, after payment of any priority lien claimants.

Otherwise, the Debtors shall make payments unto the unsecured creditors in the amount of $300 per month for a period of 60 months. In the event the Debtors sell any of the Retained Properties in the first 12 months from the Confirmation Date, 30% of the Net Proceeds (which shall mean monies remaining after payment of taxes, existing liens, including the IRS lien and JPMorgan Chase Junior Liens, and closing costs) will be placed into the Unsecured Creditor's Pool and distributed at the next scheduled distribution date. In the event the Debtors sell any of the Retained Properties in months 13 to 24 from the Confirmation Date, 20% of the Net Proceeds will be placed into the Unsecured Creditor's Pool and distributed at the next scheduled distribution date. In the event the Debtors sell any of the Retained Properties in months 25 to 36 from the Confirmation Date, 10% of the Net Proceeds will be placed into the Unsecured Creditor's Pool and distributed at the next scheduled distribution date. Allowed Unsecured Creditors shall receive their pro rata share of the Unsecured Class 14 Creditors Pool on a quarterly basis commencing on the last day of the first full calendar quarter after the Effective Date. The Class 14 Claimants are impaired under this Plan.

ARTICLE 6
MEANS FOR EXECUTION OF THE PLAN

6.1 **Action to be taken:** Any actions required to be taken by the Debtors on the Effective Date may be taken by the Debtors before the Effective Date or immediately following the date of Final Confirmation.

6.2 **Ongoing Operations:** The Debtors' obligations under this Plan will be satisfied out of the ongoing operations of the Reorganized Debtors. The income projections of the Reorganized Debtors are attached to the Disclosure Statement. The Debtors believe the projections to be accurate based upon current revenues. The Debtors do not intent to dramatically alter the current expenses and has projected only moderate growth over the Plan term.

6.3 Notwithstanding anything contained herein, the Reorganized Debtors shall have the right to request the Court to disallow any claim of any Entity from which property is recoverable under Sections 542, 543, 550, and 553 of title 11, or that is a transferee of a transfer avoidable under Sections 544, 545, 548, or 549 of title 11 unless such Entity or transferee has paid the amount, or turned over any such property, for which such Entity or transferee is liable.

ARTICLE 7
SECTION 1129(b)(2)

7.1 The Court may confirm this Plan even though less than all of the Classes of Claims and interests accept it. The requirements for confirmation of a plan over the objection of one or more classes of claims or interests are set forth in Section 1129(b) of the Code. Accordingly, Debtors, as the plan proponent, requests the Court to determine that this Plan does not discriminate unfairly, and is fair and equitable with respect to the rejecting creditor.

ARTICLE 8
STATUS OF EXECUTORY CONTRACTS

8.1 All unexpired leases and executory contracts shall be assumed on or before the Effective Date. To the extent there are any unexpired leases or executory contracts, which have not been assumed or dealt with in this Plan prior to the Effective Date, they are rejected. Any existing leases with tenants in any of the Retained properties are specifically assumed.

ARTICLE 9
EVENTS OF DEFAULT AND EFFECT THEREOF

9.1 In the event that Substantial Consummation of this Plan does not occur on or before the earlier of the Effective Date or 71 days after the Confirmation Date, the Order of Confirmation may be vacated by any party in interest, other than the Debtors.

9.2 No Claimant shall have the right to enforce any rights under this Plan until the Reorganized Debtors fails to cure any default hereunder within thirty (30) days of receipt of written notice of such default to Reorganized Debtors.

9.3. Default shall occur if one scheduled Plan payment is not made by Debtors or if current taxes are not timely paid pursuant to state law. In the event of default, any party in interest who has not received their required payment, shall send written notice of default as set forth in

section 9.2 above. Any notice of default sent by ad valorem taxing authorities, under the Plan may be sent via facsimile to William Burch 817-919-4853. In the event the default of payment to the ad valorem taxing authorities is not cured within twenty (20) days of the date of the facsimile, ad valorem taxing authorities may proceed to collect all amounts owed pursuant to state law outside of the Bankruptcy Court. The ad valorem taxing authorities shall not be required to give more than two notices of default. Upon the third event of default, the ad valorem taxing authorities shall be able to collect all amounts pursuant to state law outside of the Bankruptcy Court. Notwithstanding anything in this Plan to the contrary, the Bankruptcy Court shall not retain jurisdiction with respect to any tax claims except for (i) resolving the amount of any such tax claim arising prior to confirmation, and (ii) enforcing the discharge provision of the Plan.

ARTICLE 10
DISCHARGE

10.1 Upon Confirmation, to the extent that a Claim or Debt has not been dealt with under this Plan, such Claim or Debt will be released.

10.2 The automatic stay imposed by Section 362 of the Code or any preliminary injunction granted by the Court to allow for Substantial Consummation of this Plan shall remain in effect until the Effective Date.

ARTICLE 11
AMENDMENTS TO THE PLAN

11.1 Debtors may modify this Plan following Confirmation and before Substantial Consummation to the extent consistent with the requirements of section 1122 and 1123 of Title 11. The Plan as modified becomes the Plan if circumstances warrant modification and the Court approves of such modifications.

11.2 In the event of modification of this Plan pursuant to Section 11.1, any holder of a Claim or interest that has accepted or rejected this Plan is deemed to have accepted or rejected, as the case may be, the Plan as modified, unless, within ten (10) days of service of the Plan modifications upon such holder, such holder changes its previous acceptance or rejection.

ARTICLE 12
EFFECT OF CONFIRMATION

12.1 The provisions of this Plan bind Debtors, any Entity issuing securities under this Plan, any Entity acquiring property under this Plan, and any Creditor or Equity Interest Holder, whether or not the Claim or interest of such Creditor or Equity Interest Holder is impaired under the Plan and whether or not such Creditor or Equity Interest Holder has accepted this Plan.

12.2 All property of the estate is vested in the Reorganized Debtors.

In the event the case is converted to a proceeding under Chapter 7, all property of the estate will vest in the Chapter 7 trustee.

12.3 All property of the Reorganized Debtors is free and clear of all Claims and interests of Creditors and Equity Interest Holders, except as to claims, secured claims or secured debentures and interests specifically granted in this Plan.

12.4 All Debts that arose before the Confirmation Date and any Debt of a kind specified in Section 502(g), 502(h) or 502(i) of the Code, whether or not a proof of claim based on such Debt is filed or deemed filed under Section 501, whether or not such Claim is allowed under Section 502; and whether or not the holder of such Claim has accepted this Plan; are, fully and finally satisfied by this Plan.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 The obligations under this Plan to any particular Claim are governed by the laws of the State constituting the situs of the debt represented by that particular Claim described in this Plan.

13.2 Equity Interest Holders are relieved from all liability, obligation or duty to initiate or pursue any causes of action of Debtors against any Entity.

13.3 Any caption herein is for convenience only and does not affect the construction of the Plan.

13.4 Any distribution pursuant to this Plan which remains unclaimed for a period of six (6) months from the due date of such distribution is forfeited.

ARTICLE 14
RETENTION OF JURISDICTION

Until this case is closed, the Court retains jurisdiction of the following matters only:

14.1 To direct any necessary party to execute or deliver or to join in the execution or delivery of any instrument required to effect a Transfer of property dealt with by the Plan and to perform any other act, including the satisfaction of any Lien, that is necessary for the consummation of this Plan.

14.2 To allow or disallow Claims.

14.3 To hear and determine all Claims arising from the rejection of executory contracts and unexpired leases which are included in Debtors' estate and to consummate rejection and termination thereof in connection with Debtors' estate and/or implementation of the Plan.

14.4 To liquidate damages or estimate Claims in connection with any disputed, contingent or unliquidated Claims.

14.5 To adjudicate all Claims to an ownership interest in any property of Debtors' estate.

14.6 To recover all assets and properties, including by lawsuit, of Debtors' estate wherever located.

14.7 To hear and determine Claims concerning Federal, State and local taxes pursuant to Section 346, 505, 525 and 1146 of the Code.

14.8 To hear and determine any action or proceeding brought by Debtors or the Reorganized Debtors under Section 510, 542, 543, 544, 545, 547, 548, 549, 550, 551 and 553 of the Code, whether such action or proceeding is brought before or after the Effective Date.

14.9 To hear and determine any core proceeding, whether such proceeding is brought before or after the Effective Date.

14.10 To determine the validity, extent and priority of all Liens and security interests against property of Debtors' estate.

14.11 To consider any modification of this Plan under Section 1127 of the Code or under Bankruptcy Rule 3020 and/or modification of this Plan after Substantial Consummation as defined herein.

14.12 To hear and determine all requests for compensation and/or reimbursement of expenses of professionals.

14.13 To hear and determine Reorganized Debtors' requests for orders as are consistent with this Plan as may be necessary or desirable to carry out the provisions thereof.

14.14 To enter an order closing this case.

Respectfully submitted,

Respectfully submitted,

William Burch

/s/ William Burch

Juanita Burch

__/s/ Juanita Burch____
Juanita Burch

ERIC LIEPINS, P.C.
ERIC LIEPINS
12770 Coit Road
Suite 1100
Dallas, Texas 75251
(972)991-5591
(972) 991-5788 - telecopier

End of Order

APPENDIX G

STEVE STASIO
The Plaza Building
303 Main Street, Suite 302
Fort Worth, Texas 76102-4069
(817) 332-5113/Fax 870-0335
steve.stasio@stasiolawfirm.com

Attorney for Debtor

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:	}	CASE NO. 12-46959-MXM
	}	
WILLIAM PAUL BURCH	}	
	}	CHAPTER 11
DEBTOR	}	

WILLIAM PAUL BURCHS' AMENDED PLAN OF REORGANIZATION

SUMMARY

This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of William Paul Burch, (the "Debtor") through several sources, including cash on hand and future income from Debtors business.

This plan provides for thirteen classes of secured claims and one class of unsecured claims. Unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately twenty-five cents on the dollar. This Plan also provides for the payment of administrative and priority claims.

A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holder has been circulated with this Plan. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

DEFINITIONS AND INTERPRETATION

"Administrative Claim" means a Claim for any cost or expense of administration of the Bankruptcy Case under section 503(b) of the Bankruptcy Code,

including, without limitation, any fees or charges assessed against the Estate pursuant to 28 U.S.C. § 1930, and further including a Professional Claim.

"**Administrative Claims Bar Date**" means the day that is thirty (30) days after the Effective Date.

"**Administrative Tax Claim**" means a Claim of an ad valorem taxing authority against the Debtors, Estate, or property of either, solely on account of year 2010 or later taxes. The term excludes any Claim for ad valorem taxes for any year prior to the year 2010, including any such Claim that became payable no later than January 30, 2010 without interest.

"**Allowed**" as it relates to any type of Claim provided for under the Plan, means a Claim: (i) which has been scheduled as undisputed, non-contingent and liquidated in the Schedules in an amount other than zero or unknown, and as to which: (a) no proof of Claim has been timely filed, and (b) no objection has been timely filed (as determined by applicable deadlines contained in the Plan, including the Claims Objection Deadline); (ii) as to which a proof of Claim has been timely filed and either: (a) no objection thereto has been timely filed (as determined by applicable deadlines contained in the Plan, including the Claims Objection Deadline), or (b) such Claim has been allowed (but only to the extent allowed) by a Final Order of the Bankruptcy Court; (iii) which has been expressly allowed under the provisions of the Plan; or (iv) which has been expressly allowed by Final Order of the Bankruptcy Court.

"**Allowed Administrative Claim**" means: (i) an Administrative Claim that has been Allowed (but only to the extent Allowed), if approval from the Bankruptcy Court is required in order to Allow same; and (ii) an Administrative Claim which: (a) is incurred by the Debtors after the Petition Date in the ordinary course of business operations or pursuant to an order entered by the Bankruptcy Court granting automatic Administrative Claim status; (b) is not disputed by the Debtors or the Reorganized Debtors; and (c) does not require approval from the Bankruptcy Court to become Allowed.

"**Allowed Priority Claim**" means a Priority Claim that has been Allowed (but only to the extent Allowed).

"**Allowed Secured Claim**" means a Secured Claim that has been Allowed (but only to the extent Allowed).

"**Allowed Unsecured Claim**" means an Unsecured Claim that has been Allowed (but only to the extent Allowed).

"**Avoidance Actions**" means any and all rights, claims or actions which the Debtors may assert on behalf of the Estate under chapter 5 of the Bankruptcy Code, including actions under one or more provisions of sections 542, 544, 545, 546, 547, 548, 549, 550, 551 and/or 553 of the Bankruptcy Code, except to the extent that any such rights, claims, or actions are released or waived in the Plan.

"Ballot" means the ballot, the form of which has been approved by the Bankruptcy Court, accompanying the Disclosure Statement provided to each holder of a Claim entitled to vote to accept or reject the Plan.

"Bankruptcy Case" means the bankruptcy case of the Debtors, pending in the Bankruptcy Court under Case Number 13-42587-dml.

"Bankruptcy Code" means 11 U.S.C. §§ 101, et. seq., in effect as of the Petition Dates and as may have been or may be amended or supplemented since, to the extent that any such amendment or supplement is automatically applicable to the Bankruptcy Case by operation of law and not by operation of any election or choice.

"Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division or, if such court ceases to exercise jurisdiction, the court or adjunct thereof that exercises jurisdiction over the Bankruptcy Case.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, together with the local bankruptcy rules for the Bankruptcy Court as now in effect or as the same may from time to time hereafter be amended.

"Bar Date" means, with respect to each of the Debtors, the date(s) set by the Bankruptcy Court as the deadline for timely filing proofs of claim against the Debtors, including any such date(s) applicable to the timely filing of an Unsecured Claim and governmental Claim.

"Business Day" means any day which is not a Saturday, a Sunday, or a "legal holiday" within the meaning of Bankruptcy Rule 9006(a).

"Claim" means a claim against the Debtors, the Estate of the Debtors as such term is otherwise defined in section 101(5) of the Bankruptcy Code, arising prior to the Effective Date.

"Claims Objection Deadline" means the date by which parties authorized by the Plan may file any objection to a Claim, which date shall be sixty (60) days after the Effective Date, except with respect to Administrative Claims as otherwise provided for herein.

"Class" means one of the categories of Claims established under Article II of the Plan.

"Confirmation Date" means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on its docket.

"Confirmation Hearing" means the hearing(s) before the Bankruptcy Court

pursuant to section 1128 of the Bankruptcy Code to consider confirmation of the Plan, as such hearing(s) may be continued, rescheduled or delayed.

"Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, as such order may be amended, modified, or supplemented.

"Convenience Claim" is an Unsecured Claim, otherwise subject to becoming Allowed as provided for in the Plan, either: (i) scheduled or filed in an amount of $500 or less; or (ii) as to which the holder thereof affirmatively elects, on the Ballot it votes on the Plan, to reduce its Unsecured Claim to the amount of $500.

"Creditor" means the holder of any Claim entitled to distributions with respect to such Claim.

"Cure Claim" shall refer to the payment or other performance required to cure any existing default under an Executory Contract in accordance with section 365 of the Bankruptcy Code.

"Disallowed Claim" means, as it relates to any type of Claim provided for under the Plan, a Claim or portion thereof that: (i) has been disallowed by a Final Order of the Bankruptcy Court; (ii) is identified in the Schedules in an amount of zero dollars, unknown dollars, or as contingent, unliquidated, and/or disputed, and as to which a proof of Claim was not filed by the Bar Date; or (iii) is not identified in the Schedules and as to which no proof of Claim has been filed or deemed filed by the Bar Date, if the filing of such proof of Claim is otherwise required.

"Disclosure Statement" means the Disclosure Statement with respect to this Plan, approved by the Bankruptcy Court as containing adequate information for the purpose of dissemination and solicitation of votes on confirmation of the Plan, or as it may be altered, amended or modified from time to time in accordance with sections 1125, 1126(b) and 1145 of the Bankruptcy Code and Bankruptcy Rule 3018.

"Disputed Claim" means any Claim or any portion thereof which is neither Allowed nor is a Disallowed Claim as of the close of the Claims Objection Deadline. In the event that any part of a Claim is a Disputed Claim, such Claim in its entirety shall be deemed to constitute a Disputed Claim for purposes of distribution under the Plan unless the party responsible for the payment thereof, the objecting party, and the holder thereof agree otherwise or unless otherwise ordered by the Bankruptcy Court; provided, however, that nothing in this definition of "Disputed Claim" is intended to or does impair the rights of the Debtors or of any holder of a Disputed Claim to pursue its rights under section 502(c) of the Bankruptcy Code. Without limiting any of the foregoing, but subject to the provisions of the Plan, a Claim that is the subject of a pending application, motion, complaint, objection, or any other legal proceeding seeking to disallow, limit, subordinate, or estimate such Claim, as of the Claims Objection Deadline, shall be a Disputed Claim unless and until the entry of a Final Order

providing otherwise.

"Effective Date" means the first Business Day fourteen (14) days after the entry of the Confirmation Order, if the Confirmation Order is not stayed or, if the Confirmation Order is stayed, the first Business Day following the lifting, dissolution, or removal of such stay, and upon which the conditions to the effectiveness of the Plan, as provided for in the Plan, are satisfied.

"Estate" means the estate created for the Debtors pursuant to section 541 of the Bankruptcy Code and any other applicable provision thereof. Estate refers to the Debtors estate prior to the Effective Date.

"Executory Contract" means, collectively, "executory contracts" and "unexpired leases" of the Debtors as of the Petition Date as such terms are used within section 365 of the Bankruptcy Code.

"Final Decree" means the final decree entered by the Bankruptcy Court on or after the Effective Date pursuant to Bankruptcy Rule 3022.

"Final Order" means a judgment, order, ruling, or other decree issued and entered by the Bankruptcy Court or by any state or other federal court or other tribunal having jurisdiction over the subject matter thereof which judgment, order, ruling, or other decree has not been reversed, stayed, modified, or amended and as to which: (i) the time to appeal or petition for review, rehearing or certiorari has expired and as to which no appeal or petition for review, rehearing or certiorari is pending; or (ii) any appeal or petition for review, rehearing or certiorari has been finally decided and no further appeal or petition for review, rehearing or certiorari can be taken or granted.

"Governmental Unit" means a governmental unit as such term is defined in section 101(27) of the Bankruptcy Code.

"Person" means and includes natural persons, corporations, limited partnerships, general partnerships, joint ventures, trusts, land trusts, business trusts, unincorporated organizations, or other legal entities, irrespective of whether they are governments, agencies or political subdivisions thereof.

"Petition Date" means, with respect to any Debtors, the date on which such Debtors filed their respective Bankruptcy Case.

"Plan" means the Debtors Plan of Reorganization, either in its present form or as it may be altered, amended or modified from time to time in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules, and all exhibits hereto.

"Post Petition Fees Claim" means, with respect to any Secured Claim, the amount, other than for post petition interest, allowed by the Bankruptcy Court on account of the Secured Claim under section 506(b) of the Bankruptcy Code, which shall

be governed as follows: (a) no later than twenty (20) days after the Effective Date, the holder of the Secured Claim may file an application with the Bankruptcy Court for the allowance of the same, and shall serve the same as otherwise appropriate; (b) if said application is not timely filed, such Post Petition Fees Claim shall be zero, without prejudice to any other Claim or right of the holder thereof; (iii) said application shall contain negative notice language informing all parties that any objection thereto must be filed, and served as otherwise appropriate, no later than twenty (20) days after service of the application; (iv) if no objection thereto is timely filed and served as otherwise appropriate, said application shall be automatically allowed by the Bankruptcy Court without need for any order therefrom, and the Post petition Fees Claim shall be the amount identified in said application; and (v) if an objection to said application is timely filed and served, the Bankruptcy Court shall determine the amount of the Post Petition Fees Claim as is otherwise appropriate

"Priority Claim" means a Claim entitled to priority in payment under section 507(a) of the Bankruptcy Code, excluding any Claim that is an Administrative Claim.

"Professional" means any Person employed or to be compensated pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code.

"Professional Claim" means a Claim by a Professional for compensation and/or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code in connection with an application made to the Bankruptcy Court in the Bankruptcy Case.

"Reelection Claim" means a Claim arising under section 502(g) of the Bankruptcy Code as a consequence of the rejection of any Executory Contract.

"Reorganized Debtors" means the Debtors after the Effective Date.

"Schedules" means the Schedules of Assets and Liabilities and the Statements of Financial Affairs filed by the Debtors with the clerk of the Bankruptcy Court pursuant to Bankruptcy Rule 1007, as they have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009.

"Secured Claim" means a Claim that is alleged to be secured, in whole or in part, (i) by a lien against an asset of the Debtors or the Estate to the extent such lien is valid, perfected and enforceable under applicable non-bankruptcy law and is not subject to avoidance or subordination under the Bankruptcy Code or applicable non-bankruptcy law, but only to the extent that such Claim is secured within the meaning of section 506(a) of the Bankruptcy Code; or (ii) as a result of rights of setoff under section 553 of the Bankruptcy Code.

"Secured Tax Claim" means a Claim of a Governmental Unit for the payment of ad valorem taxes that is secured by property of the Debtors or the Estate, but that is not an Administrative Tax Claim.

"**Unsecured Claim**" means any alleged Claim against one or both of the Debtors that is not secured by a valid, enforceable, and unavoidable lien against any asset of the Debtors or the Estate, but excluding any Administrative Claim, Priority Claim, Secured Claim, but including a Secured Claim to the extent not an Allowed Secured Claim but otherwise an Allowed Claim.

"**Voting Deadline**" means the period established by the Bankruptcy Court within which Ballots may be cast on the Plan.

CLASSIFICATION OF CLAIMS AND INTERESTS

The Plan separates Claims against the Debtor, the Estate, and their property into Unclassified Claims and classified Claims.

Unclassified Claims are generally post-petition Claims which must be paid in full and which do not vote on the Plan, and consist of the following: (i) Allowed Administrative Claims; (ii) the Comptroller Claim, to the extent Allowed; and (iii) Allowed Administrative Tax Claims.

Classified Claims and Interests are classified in the Plan under the provisions of section 1122 of the Bankruptcy Code into following fourteen (14) separate Classes:

(1) JPMorgan Chase Bank;
(2) Specialized Loan Servicing, LLC;
(3) Deutsche;
(4) Specialized Loan Servicing LLC;
(5) Wells Fargo;
(6) Freedom Mortgage;
(7) Bosco Credit II Trust Series 2010-1;
(8) American Home Mortgage;
(9) Seterus, Inc.;
(10) Litton Loan Servicing;
(11) Nationstar;
(12) Secured Tax Claims;
(13) Internal Revenue Service;
(14) General Unsecured Claims;

TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS, U.S. TRUSTEE FEES, AND PRIORITY TAX CLAIMS

Unclassified Claims

Under section § 1123(a)(1), administrative expense claims, and priority tax claims

APPENDIX H

SPECIALIZED LOAN SERVICING LLC'S MOTION TO DISMISS WITH PREJUDICE OR TO CONVERT TO CHAPTER 7-- DOC 311

Specialized Loan Servicing (SLS)- Michael Weems Wording	TRUTH
In the Specialized Loan Servicing LLC Motion to Dismiss SLS wrote "Specialized Loan Servicing LLC is also servicing a loan for HSBC Bank USA, National Association as Trustee for Deutsche Alt-B Securities, Mortgage Loan Trust, Series 2006-AB4, for property 1937 Bolingbroke Court, Fort Worth, Texas 76140 ("1937 Bolingbroke"). The claim was also timely filed April 30, 2013 in the amount of $90,506.34 with $18,703.68 arrears. [Claim 15-1]".	The truth is that SLS made a claim that was well outside what they should have claimed. This was an example of their bad faith pleadings in not telling the whole truth. The correct amount was changed to $58,960, a $31,546.34 difference.
In the Specialized Loan Servicing LLC Motion to Dismiss SLS wrote "On January 24, 2013, Debtor proposed a Chapter 13 Plan that would pay $50.00 per month for months 1-3, $500.00 per month for months 4 to 59, and $235,000 per month on month 60. [DK# 15].5. The plan further provided Debtor would maintain direct payments to many creditors on investment properties, including Specialized regarding properties 707 N. Hunters Glen, Arlington, Texas 76015 and 1937 Bolingbroke Ct, Fort Worth, Texas 76140. [DK# 15}. 6. On March 22, 2013, the Chapter 13 Trustee filed a Motion to Dismiss Chapter 13 Case for Failure to Obtain Timely Confirmation. [DK# 31]. 7. On June 19, 2013, Debtor filed an amended plan, reducing the proposed payout in month 60 as follows: [DK# 58]. Case 12-46959-mxm11 Doc 311 Filed 11/18/17 Entered 11/20/17 11:46:31 Page 2 of 20 3 8. On June 21, 2013, The Chapter 13 Trustee filed an Objection to the Confirmation of the Plan noting the proposed plan failed to meet the feasibility requirements of 11 U.S.C. § 1325(a)(6). [DK# 70].	The truth is that the Debtors attorney at the time, Steve Stasio, filed the Chapter 13 as opposed to re-opening the prior Chapter 11 because he said it would cost much less money and would be quicker. The Chapter 13 was converted to a Chapter 11 because of the size of the estate.
Half-truth. In the Specialized Loan Servicing LLC Motion to Dismiss SLS wrote "Several creditors again objected to the plan. [DK#'s 167, 168, 169, 177, 179, 180]. The rest of the story is that DK#'s 167, 179, and 180	The rest of the story is that DK#'s 167, 179, and 180 were filed by SLS, Dk#'s 168 and 169 were filed by Steve Turner on the same property, and DK# 177 was an unsecured creditor trying to become a secured creditor.

In the Specialized Loan Servicing LLC Motion to Dismiss SLS wrote "Specialized Loan Servicing LLC responded at January 4, 2017 as to property 2809 Harvest Lake Drive, Irving, Texas 75060 asserting Debtor had surrendered the property in the confirmed plan yet was now using the Motion to Enforce to cram down the property. Specialized Loan Servicing LLC further noted Debtor had "made no payments with respect to the obligations related to the Property since July 2010." [DK# 243, pp. 3-4]."	The rest of the story is that a sales contract was submitted that could not be closed due to SLS not forwarding the Payoff. Additionally, SLS did not object to the inclusion of Harvest Lake in the 2nd Motion to Enforce. Further, there was no change to the status of Harvest Lake from the first bankruptcy (08-45761-RFN) to the second. In the first Bankruptcy the lender "5. Based upon the Debtors' current value of the Harvest Lake property, the Debtors will enter into a New Harvest Lake Note in the original principal amount of $89,620 ("New Harvest Lake Note'). The New Harvest Lake Note shall bear interest at the rate of 4.5% per annum. The Debtors shall pay the New Harvest Lake Note in 360 equal monthly payments of $454 commencing on the Effective Date." In 13.4 it is written that "Any distribution pursuant to this Plan which remains unclaimed for a period of six (6) months from the due date of such distribution is forfeited" Payments in the amount of $454 were made every month commencing in January of 2009 thru June 2009 but each payment was returned to the Debtor uncashed. Therefore there was no note to be foreclosed on. SLS did foreclose on the property and has not forwarded to Debtor the proceeds of the sell which were in excess of the $0 amount owed.
In the Specialized Loan Servicing LLC Motion to Dismiss SLS wrote "Nationstar responded as to Property 5947 Waterford Dr, Grand Prairie, Texas at DK# 246 and then filed a Notice of Default January 20, 2017. [DK# 247]. Nationstar's Notice of Default indicated Debtor had made no payments as to 5947 Waterford since October 2013. [DK# 247, p. 2]."	The rest of the story is that payments to NationStar were due to commence March 2016 and cover a period of 360 months. Payments have been made to March 2017 for thousands of dollars which, as the NationStar attorney, Michael Weens should have known.
In the Specialized Loan Servicing LLC Motion to Dismiss SLS wrote "At the hearing February 13, 2017, it appeared Debtor had defaulted on numerous properties under the plan. The Court Denied Debtor's Third Motion to Enforce Plan. [DK# 257]."	The rest of the story is that, with the exception of Waterford, most of the properties were either exempted from the payments and/or had no valid lien with conditions occurring similar to number 15 above.
In the Specialized Loan Servicing LLC Motion to Dismiss SLS wrote "11 U.S.C. § 1112(b)provides that, on request of a party in interest, after notice and a hearing, the Court shall convert or dismiss a case under this	The truth is that in 11 U.S.C. § 1112 (b) (2) The court may not convert a case under this chapter to a case under chapter 7 or dismiss a case under this chapter if the court finds and specifically identifies unusual circumstances establishing that converting or dismissing the case is not in the

chapter, whichever is in the best interest of creditors, for cause	best interests of creditors and the estate, and the debtor or any other party in interest establishes that— (A) there is a reasonable likelihood that a plan will be confirmed within the timeframes established in sections 1121(e) and 1129(e) of this title, or if such sections do not apply, within a reasonable period of time; and (B) the grounds for converting or dismissing the case include an act or omission of the debtor other than under paragraph (4)(A)—(i) for which there exists a reasonable justification for the act or omission; and (ii) that will be cured within a reasonable period of time fixed by the court. There is no doubt that the exceptions apply here. Of the thirteen properties, five had been disposed of with two more under contract at the time of the hearing. Most of the property taxes were paid off. IRS payments were up to date. An eighth property, Bolingbroke, was half way renovated. All of the unsecured creditors were scheduled to be paid off upon closing of N. Hunters Glen property and remaining payments due on the Waterford homestead to be paid up. The entire plan would have been finished by sometime in July at the latest.
In the Specialized Loan Servicing LLC Motion to Dismiss SLS wrote "Debtor has been under the bankruptcy protection of this Court for five years. Before that, he was in another Chapter 11 Case No. 08-45761 until September 2012, just before filing the instant case. So together, Debtor has been in bankruptcy for nearly a full decade stalling and delaying his creditors."	The truth is that the first bankruptcy was entered into in December 2008 due to the drop-in value of the property below the loan amount of the properties and the only way to modify the investor loans at that time was through Chapter 11 Bankruptcy. The Plan was confirmed in Dec 2009 and the Bankruptcy was closed in March 2010. We refiled thirty-three (33) months later due to the failure of NationStar Mortgage to follow the terms of the first bankruptcy plan. The mortgage on the property was originated with Aurora Home Mortgage. In the first bankruptcy it is written "The Debtor shall retain the Waterford Property as their homestead and continue to make monthly payments in accordance with the terms of the existing loan documents. The Debtor shall pay any pre-petition arrearage on the property prior to the effective date. The payments to Aurora shall be principle and interest only on the Waterford property. The Debtor shall be responsible for maintaining and directly paying for adequate continuous

	insurance coverage on the Waterford property and directly paying all property taxes. All payments were made on time to Aurora. In 2012 Aurora was merged into NationStar Mortgage and promptly stopped accepting payments from the Debtor. Their excuse was that the Debtor was not paying the escrow, which was specifically cut by the court from the payments on the Waterford Property. NationStar then demanded an unpayable amount of money for escrow reserve and began the foreclosure process. It was this action that forced the Debtor to refile for Bankruptcy. The filing of the Motion to Dismiss was in November, 2017. By the time of the Hearing over $7,000 had been paid to NationStar Mortgage. Aurora Home Mortgage merged into NationStar due to horrible reputation it had acquired. NationStar Mortgage became Mr Cooper in an effort to change its image after over 14,000 complaints and a drop in its stock value of over 60% during a rising market.
In the Specialized Loan Servicing LLC Motion to Dismiss SLS wrote "Section 1112(b)(4) contains a nonexhaustive list of examples of cause meriting conversion or dismissal. Included therein is, inter alia, (E)failure to comply with an order of the court, and (N) material default by the debtor with respect to a confirmed plan.	The rest of the story is that in 11 U.S.C. § 1112 (b) (2) The court may not convert a case under this chapter to a case under chapter 7 or dismiss a case under this chapter if the court finds and specifically identifies unusual circumstances establishing that converting or dismissing the case is not in the best interests of creditors and the estate, and the debtor or any other party in interest establishes that— (A) there is a reasonable likelihood that a plan will be confirmed within the timeframes established in sections 1121(e) and 1129(e) of this title, or if such sections do not apply, within a reasonable period of time; and (B) the grounds for converting or dismissing the case include an act or omission of the debtor other than under paragraph (4)(A)—(i) for which there exists a reasonable justification for the act or omission; and (ii) that will be cured within a reasonable period of time fixed by the court. There is no doubt that the exceptions apply here. Of the thirteen properties, five had been disposed of with two more under contract at the time of the hearing. Most of the property taxes paid off. IRS payments up to date. An eighth property, Bolingbroke, was half way renovated. All of the unsecured creditors were scheduled to

	be paid off upon closing of N. Hunters Glen property and remaining payments due on the Waterford homestead to be paid up. The entire plan would have been finished by sometime in July at the latest.
In the Specialized Loan Servicing LLC Motion to Dismiss SLS wrote "Debtor has failed to abide by the confirmation order and defaulted under his confirmed plan by failing to make required payments. While Specialized does not know the full depth of the default as to all parties, looking at the two loans Specialized has and then to what other parties, per supra, have stated in the case, it appears at minimum the following defaults have occurred. Effective Date of Plan: February 15, 016. Specialized 707 N Hunters Glen: No payments received under plan. Notice of default mail May 25, 2017. Relief granted June 9, 2017. Current default amount $8,718.10. It does not appear Debtor paid taxes. 1937 Bolingbroke Ct: No payments received under plan. Second Motion to Enforce provided extension to sell which expired May 23, 2017. Debtor did not sell nor has attempted to make any payments. Other Creditors 2809 Harvest Lake Drive: Per DK# 243, creditor indicated Debtor had made no payments since July 2010 as of January 4, 2017. [DK# 243]. 5947 Waterford Dr: Nationstar indicated on January 20, 2017 they had not received any payments since October 2013. [DK# 247]. 7118 Chambers Creek Lane: On June 21, 2017, Wells Fargo Bank, NA indicated they had also not received any payments under the Confirmed Plan. [DK# 263, p. 5].	This is a perfect example of distortion of the facts by SLS through their attorney. 707 N. Hunters Glen: Sold and waiting on payoff from SLS to close and the SLS attorney knows this. 1937 Bolingbroke Ct: Over $15,000 dollars worth of work done. Would have had the work completed had SLS not removed the electrical meter and pole. Property has since been foreclosed on by SLS in defiance of the Stay order from the Court. This property would have sold fast due to the market for the area. 2809 Harvest Lake: This was an SLS property. It was foreclosed on many months ago. There was an agreement in place for the property to be returned to SLS and, therefore, no payments were due. 5947 Waterford: No payments were due until March 2016. Since then over seven thousand dollars in payments have been made. 7118 Chambers Creek Ln.: Payments were made, and the property was sold
SPECIALIZED LOAN SERVICING LLC'S MOTION TO DISMISS WITH PREJUDICE OR TO CONVERT TO CHAPTER 7 ORAL ARGUMENTS	
Specialized Loan Servicing (SLS)- MARK STOUT-ORAL	**TRUTH**
Pg 3, Lines 1- 3- It's actually two bankruptcies that are back to back. The Debtor has been in bankruptcy for approximately ten years. (Stout)	Three Bankruptcies, first two are separated by three years. Total actual years are six years not ten

Pg 3. Lines 4-6 Where we stand now, Your Honor, is the Debtor is describing this as a liquidating Chapter 11, but it's gone on for an extended period of time. (Stout)	It has been on for two years of a five-year plan.
Pg 3. Lines 7-10 A lot of these homes are -- have relatively small value, so a lot of creditors in this type of situation kind of sit on their hands and not spend a bunch in attorney fees. (Stout)	According to Ann of Kondaur Capital, after the plan was confirmed on the first Chapter 11 Bankruptcy, most of the Mortgage Companies collected on the Private Mortgage Insurance (PMI). Chase did not take their two properties back, Ira and Shady Grove. They were taken by Kondaur Capital. Ann contacted me and offered me the paper on Ira and Shady Grove for twenty cents on the dollar. She said that Kondaur bought the notes from the insurance company at ten cents on the dollar. She said that the notes were guaranteed by the insurance company through the PMI (Private Mortgage Insurance). I did not have the money to buy them at the time. She said that the notes had not been updated with the new terms from the plan. The loans were slightly below the average at the time but the value was very high due to the fact that the mortgage companies had almost nothing invested in the loans.
Pg 3, Lines 11-16 The way that the original plan was confirmed is it gave the Debtor an Opportunity to sell the properties for six months. Then, if nothing took place, the creditor could foreclose on it, and if they didn't, then the Debtor could start making payments on it. And it gave him an 18-month window. (Stout)	The original Mortgage Notes were done away with upon confirmation of the first Bankruptcy. The Court gave the Mortgage Companies six months to produce new notes. This never occurred. When we sent in the payments on the properties, they were returned because the mortgage companies, having bought the old five-year notes or interest only notes, thought we were sending in the wrong amounts. With each payment, we sent the correct information including the Bankruptcy Case number. Therefore, we asked for and received a six month no payment period in the last Bankruptcy Plan.
Pg. 3, Lines 17-20 The Debtor has routinely, over and over again, blamed creditors for payoffs, say they were trying to obstruct him selling and marketing these properties. The Debtor filed multiple motions to enforce. (Stout)	The Confirmed Plan, which was agreed to by all the Creditors, called for the payoffs to include only the principle, interest, taxes, and insurance if not paid by Debtor. The Mortgage constantly added additional fees of thousands of dollars to the payoffs. The one time we closed without the corrected payoff, the mortgage company refused to correct it afterwards and it cost me over $20,000 which I still have not had returned.

Pg 3, Lines 20-22 In the motions to enforce, I think inadvertently the Court maybe changed some of the terms of the underlying loans (Stout)	There was a mistake on the principle on one property that was corrected with the approval of the lender.
Pg 3 Line 25; Pg 4 Lines 1-3 To be clear, it was inadvertent, and hopefully the Court corrected that on one of the subsequent orders, because it was not the Court's intent as to what the order actually said (Court)	The court heard the arguments in the Second Motion to Enforce and agreed with the Debtor.
Pg 4, Lines 5-13 if you look at when the plan was confirmed, the effective date would have been February 15, 2016. And giving the Debtor all the credit in the world, he had 18 months where he started to need to make payments. The Debtor is trying to tack on the second motion to enforce order and add six months onto that 18-month period. If you look at the order, Your Honor, you look at the plan, there's just no way that you can interpret it that way, but that is the way that Mr. Burch is trying to interpret it. (Stout)	Michael Weens (Attorney with HWA who wrote the Motion) took the position stated by Stout. The Debtor took the opposite position. The Debtor made his argument to Mr. Stout in the Court Conference Room. Weens wanted the extra six months so that he could foreclose on the property and so that the Debtor could not make payments on the properties and have the liens striped. Mr. Stout simply took the Debtors position and used it against him.
Pg 5, Lines 1-5 Nonetheless, Your Honor, under any kind of reading, there is no way that he's not obligated to make payments. Based on the multiple pleadings by the creditors in this Court, including my client, the Debtor is not making payments on his seven properties. (Stout)	This is grossly unfair and untrue. The truth is: Waterford-over $11,000 paid, Hemlock-per the plan was returned to the Mortgage Company, Enchanted and N. Hunters Glen had sales contracts, per Mr. Weens no payments were due on Bolingbroke, Sunnybrook, Briarwood, and Gerry Way. There are eight properties not seven.
Pg 5, Lines 6-15 Moreover, right before today's hearing, I pulled up the property tax statements. As this Court is aware, property taxes are due in five days. The Debtor is not making payments on property taxes. And I've visited with the Debtor with this, and we have a different interpretation of what his obligations are under the plan. He wants to just allow this case to continue on so that he can fix up the properties and sell them. And I will tell you, Your Honor, that if you look, for my client in particular, it's been years, many, many years since they've received payments on these properties. (Stout)	Debtor had paid all taxes due on 8th Street, Timberline, and Chambers Creek. The Mortgage Company assumed, at their request, all taxes on Harvest Lake, Galemeadows, and Hemlock. All taxes were to be paid at closing on contracted for sale properties of N. Hunters Glen, Sunnybrook, and Enchanted. The three remaining properties taxes would be paid upon sale (within six months if allowed to go forward). The plan called for the taxes to be paid over five years. This would have cut the time in half for the taxes due prior to confirmation.
Pg 7, Lines10-19 Mr. Stout, what's the status -- in the order that I was referring to just -- was at Docket #279, where I made it clear that the six-month time periods were from November 23, 2016. At any rate, how does this -- I guess I'm a little confused. I didn't put together the complete puzzle as to all the lenders and all the	In the first Bankruptcy the Mortgage Company refused to receive payments. Mr Weens stated in his email that his client would refuse to take payments. Some payments were made on N. Hunters Glen and were not due on Bolingbroke

properties. What's the status of your client's properties? (Court) We're not receiving payments on them, Your Honor. He's not paying property taxes on them. (Stout)	
Pg 7, Lines 23-25; Pg 8, Lines THE COURT: Is your client prevented under the plan from foreclosing now? (Court) MR. STOUT: I don't think that there is anything in particular that keeps the client -- and you're -- and that's the question I knew. And when I called the client and said, what do I say when the judge says, why don't you just foreclose on your properties? And then they say, Mark, look at the last few pages of the docket. Every time anybody tries to foreclose on it, there's a motion to compel. He's disputing what the payoff is. He is frustrating our purposes on doing it. So what's the best way that we believe that this case should proceed? (Stout)	Totally untrue. As a result of the continual addition of thousands of dollars in improper fees and the refusal to correct them by SLS, the Debtor wanted to get a one time ruling on the payoffs so that he could quickly close on the properties. The Mortgage Companies actions had cost the Debtor thousands of dollars and many sales. They had acquired the property for only ten cents on the dollar according to Kondaur Capital. The Debtor believes that is the reason that SLS boarded up Harvest Lake while the tenant was buy groceries, entered N. Hunters Glen and told the tenants young daughter to get out of the shower and leave the house, and why, just recently, they removed the meter and pole from Bolingbroke with a great cost of time and money to the Debtor.
Pg 9, Lines 1-8I haven't memorized the treatment of each and every secured creditor, because this was a very unusual plan in a case that I inherited. So there was a lot of history before I came on the bench with this case. But my general understanding was that Mr. Burch was going to have six months to sell his properties, and that if he didn't, then he'd have to commence making payments. And that six-month period expired a year and a half ago.	There was no stalling on behalf of the Debtor. With the exception of Wells Fargo on the Chambers Creek property, there was no cooperation from the Mortgage Companies and they refused to give the correct payoffs, thus preventing the closing on the properties. The one time the Debtor closed without a correct payoff he lost over $20,000 and the court refused to give it back to him. He lawyer quit as a result and it took months to get another one so he was unable to get his money back.
Pg 9; Lines 16-25; Pg 10, Lines 1-20 So I guess my question for Mr. Stout is, why don't you just foreclose? And there have been some motions to compel, which the first, the first or second, maybe even the third, I was a little sympathetic to Mr. Burch, but I think my patience with Mr. Burch ran out when it became clear that it was more, at least from the Court's Perspective, stall tactics on behalf of Mr. Burch, that the lenders were in fact providing documents once they actually became aware that there were issues. So, from your perspective, Mr. Stout, and I'll ask Mr. Burch's counsel: If the stay is gone and I confirm that today, does that get your client where it really wants to go? Other creditors, they	

may be very happy dealing with Mr. Burch. They're not in here filing papers. I don't know what their positions may or may not be. That's why I'm a little confused. I'm a little reluctant to dismiss the case when we have other lenders out there that may or may not -- they haven't filed anything, so that tells me they're not opposed to it. Otherwise, they'd be in here. But then that -- I guess, unless I dismiss the case with prejudice, won't be able to prevent Mr. Burch from refiling another case and going through those issues again. As converting, it makes a little more sense, maybe, to prevent at least the refiling issues. But clearly, I think the lenders -- all of them, unless you can point to specific lenders -- it appears that the time period for Mr. Burch to perform has come and gone. And if those Lenders, if they choose to foreclose, they may. And if they choose to try to work with Mr. Burch, you know, it's up to them. (Court)	
Y Pg 13, Lines 8-10; your Honor, on December -- excuse me, on October 22, 2017, creditor Rushmore Loan Management filed a witness and exhibit list on a motion to dismiss. (Stout)	In the Plan there was a provision to give back the Hemlock property to the Mortgage Company. There was an agreement between the Mortgage Company (Rushmore) and the Debtors Attorney to get an agreeable price on the property. The Debtors position was that the house had structural problems that would be costly to repair and should have a reduced payoff. The Mortgage Company felt they needed to have a payoff higher than the mortgage but would go with whatever a trained appraiser came up with. On the Second Motion to Enforce it was added to the plan. After their appraiser came up with a price, they refused to settle. Because of the precarious position of the property, the Debtor did not want to continue paying insurance on a property that he could not fix and sell. Agreement was reach for the property to be given back to Rushmore with both parties agreeing.
Pg 13; Lines 10-12 On October 23rd, creditor Wells Fargo filed a witness and exhibit list on a motion to dismiss. (Stout)	The property was sold. Motion dropped.
Pg 13 Lines 12-14 On November 14, 2017, there was a motion to compel JPMorgan Chase Bank to remove or pay liens filed by the Debtor. (Stout)	Motion was actually filed by Debtor. Creditor had received the debt as a result of another creditor going out of business (Washington Mutual). The Plan call for the debt to be moved to the unsecured category. After almost two years they

	did (when the Motion was filed) and the Debtor withdrew his Motion.
Pg 13, Lines 15-25; Pg 14, Lines 1-12 RE-WRITE OF THE LAW The other creditors might not be here today, Your Honor, but just looking what's happened in the last 90 days, nobody's being well-treated in this case. The Bankruptcy Code is pretty clear. You have to comply with the terms of your plan. If there is a material default, then the case can be converted or dismissed. In this situation, if we put the Debtor on the stand, there's not going to be a dispute. He's not making payments to the creditors. It's not just my client. He's not making payments for property taxes, Your Honor. He is not complying with the plan. He has been in bankruptcy for ten years. It may sound simple just to say, hey, Mr. Stout, have your client go and foreclose. I hadn't heard these arguments until today, but they're pretty consistent with every other argument that we've heard. I don't think it's going to be easy for us to just go and foreclose. And when you're talking about properties, Your Honor, generally speaking, not just mine, but relatively small amounts of properties, the last thing that the creditor wants to do is go spend another $5,000 or $10,000. All the creditors in this case for an extended period of time have been taken to the cleaners. We're asking the Court to step in and help (Stout)	This is a complete distortion on the part of Mr. Stout. He has NO evidence as to why the other creditors were not there. Distortion. 11 U.S.C. § 1112(b) is very long but the main part actually says "Unannotated Title 11. Bankruptcy § 1112. Conversion or dismissal. The court may not convert a case under this chapter to a case under chapter 7 or dismiss a case under this chapter if the court finds and specifically identifies unusual circumstances establishing that converting or dismissing the case is not in the best interests of creditors and the estate, and the debtor or any other party in interest establishes that— A. there is a reasonable likelihood that a plan will be confirmed within the timeframes established in sections 1121(e) and 1129(e) of this title, or if such sections do not apply, within a reasonable period; and B. the grounds for converting or dismissing the case include an act or omission of the debtor C. for which there exists a reasonable justification for the act or omission; and D. that will be cured within a reasonable period of time fixed by the court.
DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7—DOC 366	
Specialized Loan Servicing (SLS)-Michael Weems Wording	**TRUTH**
In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Debtor's Motion to Abate argues creditors will not be unduly prejudiced because "Debtor will continue to operate under existing Chapter 11 plan..." However, as stated in Specialized's Motion to Dismiss or Convert, Debtor has not been performing under the plan, hence the Court's decision to convert the case. Debtor has repeatedly failed to pay creditors. Any further delays are extremely prejudicial.	The truth is that of the thirteen properties, six had been disposed of with two more under contract at the time of the hearing. Most of the property taxes were paid off. IRS payments were up to date. An eighth property, Bolingbroke, was more than half way renovated. All of the unsecured creditors were scheduled to be paid off upon closing of N. Hunters Glen property and remaining payments due on the Waterford homestead to be paid up. The entire plan would have been finished by sometime in July at the latest. Further, two of the four SLS properties had been disposed of with a third sold and the final

	one being renovated and probably been sold by sometime in April.
RE-WRITE OF THE LAW In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Debtor has failed to state cause for such relief under Rule 59. As the Court noted in In re Trevino,564 B.R. 890, at 908 (Bankr.S.D.Tex.2017) citing Simon v. United States, 891 F.2d 1154 (5th Cir.1990), A Rule 59(a) motion must clearly establish a manifest error of law or fact or must present newly discovered evidence and cannot be used to raise arguments which could and should have been made before the judgement was issued."	THE TRUTH in what "In re Trevino" actually says is: Trevino v. Caliber Home Loans (In re Trevino), 564 B.R. 890 (Bankr. S.D. Tex. 2017). Chapter 13 debtors brought adversary proceeding to recover, inter alia, for purported debt collectors' alleged violation of provisions of the Fair Debt Collection Practices Act (FDCPA). Debtors subsequently moved to compel production of documents in response to their discovery requests, for leave to file supplemental complaint, and for sanctions, while defendants moved for protective order and to reopen the hearing to allow them to introduce alleged
RE-WRITE OF THE LAW In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Furthermore, "When considering a Rule 59(a)(2) motion brought under the guise of newly discovered evidence, the newly discovered evidence must have been existing at the time of the trial and the movant must be excusably ignorant of such facts despite their efforts to discover or learn such facts." Id, Citing 11 Fed. Prac & Proc. Civ. § 208 (3rd ed.)." " Relief under Rule 59(a) should be used sparingly as a party must demonstrate that "it is reasonably clear that prejudicial error has crept into the record or that substantial justice has not been done, and the burden of showing harmful error rests on the party seeking the new trial." Id. See also Sibley v. Lemaire, 184 F.3d 481, 487 (5th Cir.1999).	THE TRUTH is in the Rule itself: Rule 59. New Trial; Altering or Amending a Judgment (a) In General. (1) Grounds for New Trial. The court may, on motion, grant a new trial on all or some of the issues—and to any party—as follows: (A) after a jury trial, for any reason for which a new trial has heretofore been granted in an action at law in federal court; or (B) after a nonjury trial, for any reason for which a rehearing has heretofore been granted in a suit in equity in federal court. (2) Further Action After a Nonjury Trial. After a nonjury trial, the court may, on motion for a new trial, open the judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new ones, and direct the entry of a new judgment. Nowhere in the portion of the rule cited by SLS and their attorney is there anything to do with anything written by SLS and their attorney, Michael Weens. Additionally, the Motion to Stay was not based on anything within Rule 59.
RE-WRITE OF THE LAW In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Similarly, "Motions to alter or ament a judgement under Federal Rule 59(e) serve the narrow purpose of allowing a party to correct manifest errors of law or fact or to present newly discovered evidence." Waltman v. Int'l Paper Co., 875 F.2d 468 (5th Cir. 1989).	THE TRUTH IS that you cannot replace words in a law with your own words so that what you are writing goes along with the narrative you are trying to put forth. Here is what Rule 59 (e) actually says" Motion to Alter or Amend a Judgment. A motion to alter or amend a judgment must be filed no later than 28 days after the entry of the judgment." For SLS and it legal representative to show contempt for a new Judge, the Court, the law, and the legal system in

	this manner is beyond untruths or lies' and becomes fraud. Law.Com defines fraud as follows: Fraud; n, the intentional use of deceit, a trick or some dishonest means to deprive another of his/her/its money, property or a legal right. A party who has lost something due to fraud is entitled to file a lawsuit for damages against the party acting fraudulently, and the damages may include punitive damages as a punishment or public example due to the malicious nature of the fraud. Additionally, the Motion to Stay was not based on anything within Rule 59.
In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Debtor does not identify any error or fact. Instead, Debtor refers to his failure to pay as required under the plan as "technical defaults". [DK# 362, p.2]. That is an incorrect characterization of the defaults which have occurred.	TOTAL MISREPRESENTATION: There is nothing in The Motion to Stay Order that requires anything written in the SLS paragraph. DK# 362 is not The Motion to Stay which is DK# 366
In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Specialized has conferred with the Chapter 7 Trustee in this case who is prepared to hire a realtor and liquidate the properties that are the subject of Specialized's claims. Specialized fully supports this as it has gone years without adequate protections and payments. Debtor had his chance to perform under the plan and he refused to do so. The Chapter 7 should proceed, and the Chapter 7 Trustee should take over the liquidating of non-exempt assets for the benefit of all creditors.	TOTAL MISREPRESENTATION: This was a Motion to Stay. Nothing in their statement has anything to do with the Motion they are responding to. That being said, of the four SLS properties, two were foreclosed on although the Plan called for them to be turned over to SLS. One was sold and closed. The fourth was more than half way renovated and would have been finished and sold but SLS removed the electric meter and pole so as to force the terminally ill tenant out, then foreclosed on the property.

SPECIALIZED LOAN SERVICING LLC'S/STOUT MOTION TO DISMISS WITH PREJUDICE OR TO CONVERT TO CHAPTER 7 ORAL ARGUMENTS	
Specialized Loan Servicing (SLS)- MARK STOUT-ORAL	**TRUTH**
Pg 3, Lines 1- 3- It's actually two bankruptcies that are back to back. The Debtor has been in bankruptcy for approximately ten years. (Stout)	Three Bankruptcies, first two are separated by three years. Total actual years are six years not ten
Pg 3. Lines 4-6 Where we stand now, Your Honor, is the Debtor is describing this as a liquidating Chapter 11, but it's gone on for an extended period of time. (Stout)	it has been on for two years of a five-year plan.
Pg 3. Lines 7-10 A lot of these homes are -- have relatively small value, so a lot of creditors in this type of situation kind of sit on their hands and not spend a bunch in attorney fees. (Stout)	According to Ann of Kondaur Capital, after the plan was confirmed on the first Chapter 11 Bankruptcy, most of the Mortgage Companies collected on the Private Mortgage Insurance (PMI). Chase did not take their two properties back, Ira and Shady Grove. They were taken by Kondaur Capital. Ann contacted me and offered me the paper on Ira and Shady Grove for twenty cents on the dollar. She said that Kondaur bought the notes from the insurance company at ten cents on the dollar. She said that the notes were guaranteed by the insurance company through the PMI (Private Mortgage Insurance). I did not have the money to buy them at the time. She said that the notes had not been updated with the new terms from the plan. The loans were slightly below the average at the time but the value was very high due to the fact that the mortgage companies had almost nothing invested in the loans.
Pg 3, Lines 11-16 The way that the original plan was confirmed is it gave the Debtor an Opportunity to sell the properties for six months. Then, if nothing took place, the creditor could foreclose on it, and if they didn't, then the Debtor could start making payments on it. And it gave him an 18-month window. (Stout)	The original Mortgage Notes were done away with upon confirmation of the first Bankruptcy. The Court gave the Mortgage Companies six months to produce new notes. This never occurred. When we sent in the payments on the properties, they were returned because the mortgage companies, having bought the old five-year notes or interest only notes, thought we were sending in the wrong amounts. With each payment, we sent the correct information including the Bankruptcy Case number.

	Therefore, we asked for and received a six month no payment period in the last Bankruptcy Plan.
Pg. 3, Lines 17-20 The Debtor has routinely, over and over again, blamed creditors for payoffs, say they were trying to obstruct him selling and marketing these properties. The Debtor filed multiple motions to enforce. (Stout)	The Confirmed Plan, which was agreed to by all the Creditors, called for the payoffs to include only the principle, interest, taxes, and insurance if not paid by Debtor. The Mortgage constantly added additional fees of thousands of dollars to the payoffs. The one time we closed without the corrected payoff, the mortgage company refused to correct it afterwards and it cost me over $20,000 which I still have not had returned.
Pg 3, Lines 20-22 In the motions to enforce, I think inadvertently the Court maybe changed some of the terms of the underlying loans (Stout)	There was a mistake on the principle on one property that was corrected with the approval of the lender.
Pg 3 Line 25; Pg 4 Lines 1-3 To be clear, it was inadvertent, and hopefully the Court corrected that on one of the subsequent orders, because it was not the Court's intent as to what the order actually said (Court)	The court heard the arguments in the Second Motion to Enforce and agreed with the Debtor.
Pg 4, Lines 5-13 if you look at when the plan was confirmed, the effective date would have been February 15, 2016. And giving the Debtor all the credit in the world, he had 18 months where he started to need to make payments. The Debtor is trying to tack on the second motion to enforce order and add six months onto that 18-month period. If you look at the order, Your Honor, you look at the plan, there's just no way that you can interpret it that way, but that is the way that Mr. Burch is trying to interpret it. (Stout)	Michael Weens (Attorney with HWA who wrote the Motion) took the position stated by Stout. The Debtor took the opposite position. The Debtor made his argument to Mr. Stout in the Court Conference Room. Weens wanted the extra six months so that he could foreclose on the property and so that the Debtor could not make payments on the properties and have the liens striped. Mr. Stout simply took the Debtors position and used it against him.
Pg 5, Lines 1-5 Nonetheless, Your Honor, under any kind of reading, there is no way that he's not obligated to make payments. Based on the multiple pleadings by the creditors in this Court, including my client, the Debtor is not making payments on his seven properties. (Stout)	This is grossly unfair and untrue. The truth is: Waterford-over $11,000 paid, Hemlock-per the plan was returned to the Mortgage Company, Enchanted and N. Hunters Glen had sales contracts, per Mr. Weens no payments were due on Bolingbroke, Sunnybrook, Briarwood, and Gerry Way. There are eight properties not seven.
Pg 5, Lines 6-15 Moreover, right before today's hearing, I pulled up the property tax statements. As this Court is aware, property taxes are due in five days. The Debtor is not making payments on property taxes. And I've visited with the Debtor with this, and we have a different interpretation of what his obligations are under the plan. He wants to just allow this case to continue on so that he can fix up the properties and sell them. And I will tell you, Your Honor,	Debtor had paid all taxes due on 8th Street, Timberline, and Chambers Creek. The Mortgage Company assumed, at their request, all taxes on Harvest Lake, Galemeadows, and Hemlock. All taxes were to be paid at closing on contracted for sale properties of N. Hunters Glen, Sunnybrook, and Enchanted. The three remaining properties taxes would be paid upon sale (within six months if allowed to go forward). The plan called for the taxes to be paid over five years. This would have

that if you look, for my client in particular, it's been years, many, many years since they've received payments on these properties. (Stout)	cut the time in half for the taxes due prior to confirmation.
Pg 7, Lines10-19 Mr. Stout, what's the status -- in the order that I was referring to just -- was at Docket #279, where I made it clear that the six-month time periods were from November 23, 2016. At any rate, how does this -- I guess I'm a little confused. I didn't put together the complete puzzle as to all the lenders and all the properties. What's the status of your client's properties? (Court) We're not receiving payments on them, Your Honor. He's not paying property taxes on them. (Stout)	In the first Bankruptcy the Mortgage Company refused to receive payments. Mr Weens stated in his email that his client would refuse to take payments. Some payments were made on N. Hunters Glen and were not due on Bolingbroke
Pg 7, Lines 23-25; Pg 8, Lines THE COURT: Is your client prevented under the plan from foreclosing now? (Court) MR. STOUT: I don't think that there is anything in particular that keeps the client -- and you're -- and that's the question I knew. And when I called the client and said, what do I say when the judge says, why don't you just foreclose on your properties? And then they say, Mark, look at the last few pages of the docket. Every time anybody tries to foreclose on it, there's a motion to compel. He's disputing what the payoff is. He is frustrating our purposes on doing it. So what's the best way that we believe that this case should proceed? (Stout)	Totally untrue. As a result of the continual addition of thousands of dollars in improper fees and the refusal to correct them by SLS, the Debtor wanted to get a one time ruling on the payoffs so that he could quickly close on the properties. The Mortgage Companies actions had cost the Debtor thousands of dollars and many sales. They had acquired the property for only ten cents on the dollar according to Kondaur Capital. The Debtor believes that is the reason that SLS boarded up Harvest Lake while the tenant was buy groceries, entered N. Hunters Glen and told the tenants young daughter to get out of the shower and leave the house, and why, just recently, they removed the meter and pole from Bolingbroke with a great cost of time and money to the Debtor.
Pg 9, Lines 1-8I haven't memorized the treatment of each and every secured creditor, because this was a very unusual plan in a case that I inherited. So there was a lot of history before I came on the bench with this case. But my general understanding was that Mr. Burch was going to have six months to sell his properties, and that if he didn't, then he'd have to commence making payments. And that six-month period expired a year and a half ago. Pg 9; Lines 16-25; Pg 10, Lines 1-20 So I guess my question for Mr. Stout is, why don't you just foreclose? And there have been some motions to compel, which the first, the first or second, maybe even the third, I was a little sympathetic	There was no stalling on behalf of the Debtor. With the exception of Wells Fargo on the Chambers Creek property, there was no cooperation from the Mortgage Companies and they refused to give the correct payoffs, thus preventing the closing on the properties. The one time the Debtor closed without a correct payoff he lost over $20,000 and the court refused to give it back to him. He lawyer quit as a result and it took months to get another one so he was unable to get his money back.

to Mr. Burch, but I think my patience with Mr. Burch ran out when it became clear that it was more, at least from the Court's Perspective, stall tactics on behalf of Mr. Burch, that the lenders were in fact providing documents once they actually became aware that there were issues. So, from your perspective, Mr. Stout, and I'll ask Mr. Burch's counsel: If the stay is gone and I confirm that today, does that get your client where it really wants to go? Other creditors, they may be very happy dealing with Mr. Burch. They're not in here filing papers. I don't know what their positions may or may not be. That's why I'm a little confused. I'm a little reluctant to dismiss the case when we have other lenders out there that may or may not -- they haven't filed anything, so that tells me they're not opposed to it. Otherwise, they'd be in here. But then that -- I guess, unless I dismiss the case with prejudice, won't be able to prevent Mr. Burch from refiling another case and going through those issues again. As converting, it makes a little more sense, maybe, to prevent at least the refiling issues. But clearly, I think the lenders -- all of them, unless you can point to specific lenders -- it appears that the time period for Mr. Burch to perform has come and gone. And if those Lenders, if they choose to foreclose, they may. And if they choose to try to work with Mr. Burch, you know, it's up to them. (Court)	
Y Pg 13, Lines 8-10; your Honor, on December -- excuse me, on October 22, 2017, creditor Rushmore Loan Management filed a witness and exhibit list on a motion to dismiss. (Stout)	In the Plan there was a provision to give back the Hemlock property to the Mortgage Company. There was an agreement between the Mortgage Company (Rushmore) and the Debtors Attorney to get an agreeable price on the property. The Debtors position was that the house had structural problems that would be costly to repair and should have a reduced payoff. The Mortgage Company felt they needed to have a payoff higher than the mortgage but would go with whatever a trained appraiser came up with. On the Second Motion to Enforce it was added to the plan. After their appraiser came up with a price, they refused to settle. Because of the precarious position of the property, the Debtor did not want to continue paying insurance on a property that he could not fix and sell. Agreement was reach

	for the property to be given back to Rushmore with both parties agreeing.
Pg 13; Lines 10-12 On October 23rd, creditor Wells Fargo filed a witness and exhibit list on a motion to dismiss. (Stout)	The property was sold. Motion dropped.
Pg 13 Lines 12-14 On November 14, 2017, there was a motion to compel JPMorgan Chase Bank to remove or pay liens filed by the Debtor. (Stout)	Motion was actually filed by Debtor. Creditor had received the debt as a result of another creditor going out of business (Washington Mutual). The Plan call for the debt to be moved to the unsecured category. After almost two years they did (when the Motion was filed) and the Debtor withdrew his Motion.
Pg 13, Lines 15-25; Pg 14, Lines 1-12 RE-WRITE OF THE LAW The other creditors might not be here today, Your Honor, but just looking what's happened in the last 90 days, nobody's being well-treated in this case. The Bankruptcy Code is pretty clear. You have to comply with the terms of your plan. If there is a material default, then the case can be converted or dismissed. In this situation, if we put the Debtor on the stand, there's not going to be a dispute. He's not making payments to the creditors. It's not just my client. He's not making payments for property taxes, Your Honor. He is not complying with the plan. He has been in bankruptcy for ten years. It may sound simple just to say, hey, Mr. Stout, have your client go and foreclose. I hadn't heard these arguments until today, but they're pretty consistent with every other argument that we've heard. I don't think it's going to be easy for us to just go and foreclose. And when you're talking about properties, Your Honor, generally speaking, not just mine, but relatively small amounts of properties, the last thing that the creditor wants to do is go spend another $5,000 or $10,000. All the creditors in this case for an extended period of time have been taken to the cleaners. We're asking the Court to step in and help (Stout)	This is a complete distortion on the part of Mr. Stout. He has NO evidence as to why the other creditors were not there. Distortion. 11 U.S.C. § 1112(b) is very long but the main part actually says "Unannotated Title 11. Bankruptcy § 1112. Conversion or dismissal. The court may not convert a case under this chapter to a case under chapter 7 or dismiss a case under this chapter if the court finds and specifically identifies unusual circumstances establishing that converting or dismissing the case is not in the best interests of creditors and the estate, and the debtor or any other party in interest establishes that— A. there is a reasonable likelihood that a plan will be confirmed within the timeframes established in sections 1121(e) and 1129(e) of this title, or if such sections do not apply, within a reasonable period; and B. the grounds for converting or dismissing the case include an act or omission of the debtor C. for which there exists a reasonable justification for the act or omission; and D. that will be cured within a reasonable period of time fixed by the court.
DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7—DOC 366	
Specialized Loan Servicing (SLS)-Michael Weems Wording	**TRUTH**
In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote	The truth is that of the thirteen properties, six had been disposed of with two more under contract at the time of the hearing. Most of the

"Debtor's Motion to Abate argues creditors will not be unduly prejudiced because "Debtor will continue to operate under existing Chapter 11 plan..." However, as stated in Specialized's Motion to Dismiss or Convert, Debtor has not been performing under the plan, hence the Court's decision to convert the case. Debtor has repeatedly failed to pay creditors. Any further delays are extremely prejudicial.	property taxes were paid off. IRS payments were up to date. An eighth property, Bolingbroke, was more than half way renovated. All of the unsecured creditors were scheduled to be paid off upon closing of N. Hunters Glen property and remaining payments due on the Waterford homestead to be paid up. The entire plan would have been finished by sometime in July at the latest. Further, two of the four SLS properties had been disposed of with a third sold and the final one being renovated and probably been sold by sometime in April.
RE-WRITE OF THE LAW In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Debtor has failed to state cause for such relief under Rule 59. As the Court noted in In re Trevino,564 B.R. 890, at 908 (Bankr.S.D.Tex.2017) citing Simon v. United States, 891 F.2d 1154 (5th Cir.1990), A Rule 59(a) motion must clearly establish a manifest error of law or fact or must present newly discovered evidence and cannot be used to raise arguments which could and should have been made before the judgement was issued."	THE TRUTH in what "In re Trevino" actually says is: Trevino v. Caliber Home Loans (In re Trevino), 564 B.R. 890 (Bankr. S.D. Tex. 2017). Chapter 13 debtors brought adversary proceeding to recover, inter alia, for purported debt collectors' alleged violation of provisions of the Fair Debt Collection Practices Act (FDCPA). Debtors subsequently moved to compel production of documents in response to their discovery requests, for leave to file supplemental complaint, and for sanctions, while defendants moved for protective order and to reopen the hearing to allow them to introduce alleged
RE-WRITE OF THE LAW In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Furthermore, "When considering a Rule 59(a)(2) motion brought under the guise of newly discovered evidence, the newly discovered evidence must have been existing at the time of the trial and the movant must be excusably ignorant of such facts despite their efforts to discover or learn such facts." Id, Citing 11 Fed. Prac & Proc. Civ. § 208 (3rd ed.)." " Relief under Rule 59(a) should be used sparingly as a party must demonstrate that "it is reasonably clear that prejudicial error has crept into the record or that substantial justice has not been done, and the burden of showing harmful error rests on the party seeking the new trial." Id. See also Sibley v. Lemaire, 184 F.3d 481, 487 (5th Cir.1999).	THE TRUTH is in the Rule itself: Rule 59. New Trial; Altering or Amending a Judgment (a) In General. (1) Grounds for New Trial. The court may, on motion, grant a new trial on all or some of the issues—and to any party—as follows: (A) after a jury trial, for any reason for which a new trial has heretofore been granted in an action at law in federal court; or (B) after a nonjury trial, for any reason for which a rehearing has heretofore been granted in a suit in equity in federal court. (2) Further Action After a Nonjury Trial. After a nonjury trial, the court may, on motion for a new trial, open the judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new ones, and direct the entry of a new judgment. Nowhere in the portion of the rule cited by SLS and their attorney is there anything to do with anything written by SLS and their attorney, Michael Weens. Additionally, the Motion to Stay was not based on anything within Rule 59.

RE-WRITE OF THE LAW In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Similarly, "Motions to alter or ament a judgement under Federal Rule 59(e) serve the narrow purpose of allowing a party to correct manifest errors of law or fact or to present newly discovered evidence." Waltman v. Int'l Paper Co., 875 F.2d 468 (5th Cir. 1989).	THE TRUTH IS that you cannot replace words in a law with your own words so that what you are writing goes along with the narrative you are trying to put forth. Here is what Rule 59 (e) actually says" Motion to Alter or Amend a Judgment. A motion to alter or amend a judgment must be filed no later than 28 days after the entry of the judgment." For SLS and it legal representative to show contempt for a new Judge, the Court, the law, and the legal system in this manner is beyond untruths or lies' and becomes fraud. Law.Com defines fraud as follows: Fraud; n, the intentional use of deceit, a trick or some dishonest means to deprive another of his/her/its money, property or a legal right. A party who has lost something due to fraud is entitled to file a lawsuit for damages against the party acting fraudulently, and the damages may include punitive damages as a punishment or public example due to the malicious nature of the fraud. Additionally, the Motion to Stay was not based on anything within Rule 59.
In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Debtor does not identify any error or fact. Instead, Debtor refers to his failure to pay as required under the plan as "technical defaults". [DK# 362, p.2]. That is an incorrect characterization of the defaults which have occurred.	TOTAL MISREPRESENTATION: There is nothing in The Motion to Stay Order that requires anything written in the SLS paragraph. DK# 362 is not The Motion to Stay which is DK# 366
In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Specialized has conferred with the Chapter 7 Trustee in this case who is prepared to hire a realtor and liquidate the properties that are the subject of Specialized's claims. Specialized fully supports this as it has gone years without adequate protections and payments. Debtor had his chance to perform under the plan and he refused to do so. The Chapter 7 should proceed, and the Chapter 7 Trustee should take over the liquidating of non-exempt assets for the benefit of all creditors.	TOTAL MISREPRESENTATION: This was a Motion to Stay. Nothing in their statement has anything to do with the Motion they are responding to. That being said, of the four SLS properties, two were foreclosed on although the Plan called for them to be turned over to SLS. One was sold and closed. The fourth was more than half way renovated and would have been finished and sold but SLS removed the electric meter and pole so as to force the terminally ill tenant out, then foreclosed on the property.

ANALYSIS SLS/WEEMS RESPONSE TO DEBTOR'S MOTION TO STAY CONVERSION UNTRUTHS

Half-truth. In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Debtor's Motion to Abate argues creditors will not be unduly prejudiced because "Debtor will continue to operate under existing Chapter 11 plan…" However, as stated in Specialized's Motion to Dismiss or Convert, Debtor has not been performing under the plan, hence the Court's decision to convert the case. Debtor has repeatedly failed to pay creditors. Any further delays are extremely prejudicial. **The truth is that of the thirteen properties, six had been disposed of with two more under contract at the time of the hearing. Most of the property taxes were paid off. IRS payments were up to date. An eighth property, Bolingbroke, was more than half way renovated. All of the unsecured creditors were scheduled to be paid off upon closing of N. Hunters Glen property and remaining payments due on the Waterford homestead to be paid up. The entire plan would have been finished by sometime in July at the latest. Further, two of the four SLS properties had been disposed of with a third sold and the final one being renovated and probably been sold by sometime in April.**

24. **NOT TRUE** In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Debtor has failed to state cause for such relief under Rule 59. As the Court noted in *In re Trevino*,564 B.R. 890, at 908 (Bankr.S.D.Tex.2017) citing *Simon v. United States*, 891 F.2d 1154 (5th Cir.1990), A Rule 59(a) motion must clearly establish a manifest error of law or fact or must present newly discovered evidence and cannot be used to raise arguments which could and should have been made before the judgement was issued." **THE TRUTH in what "In re Trevino" actually says is: Trevino v. Caliber Home Loans (In re Trevino), 564 B.R. 890 (Bankr. S.D. Tex. 2017). Chapter 13 debtors brought adversary proceeding to recover, inter alia, for purported debt collectors' alleged violation of provisions of the Fair Debt Collection Practices Act (FDCPA). Debtors subsequently moved to compel production of documents in response to their discovery requests, for leave to file supplemental complaint, and for sanctions, while defendants moved for protective order and to reopen the hearing to allow them to introduce alleged**

newly discovered evidence. The bankruptcy court held that: (1) bankruptcy court, even as a non-Article-III court, had authority to decide pending motions for protective order, to compel discovery, for leave to file supplemental pleading, to reopen evidence, and for sanctions; (2) defendants established "good cause" for protective order to restrict debtors' use of any confidential information or trade secrets; (3) debtors' failure to specify in request for production of documents that any documents produced should be in native format left defendants free to respond to debtors' requests by producing documents in any usable form; (4) document production request could not be used to shift burden of researching public information from debtors to debt collectors; (5) debtors were entitled to production of "[a]ll documents or electronically stored information that explain or describe any code or abbreviation in any documents produced in response to plaintiffs' requests for production of documents"; (6) debtors would not be allowed to file supplemental complaint; and (7) the hearing could not be reopened on "newly discovered evidence" theory to allow defendants to submit evidence that did not exist prior to hearing. Additionally, it should be remembered as noted in paragraphs one through twenty-three that almost every line written by Michael Weems is half-truths written under the guise that it came from SLS. Additionally, the Motion to Stay was not based on anything within Rule 59.

25. **NOT TRUE** In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Furthermore, "When considering a Rule 59(a)(2) motion brought under the guise of newly discovered evidence, the newly discovered evidence must have been existing at the time of the trial and the movant must be excusably ignorant of such facts despite their efforts to discover or learn such facts." *Id,* Citing 11 Fed. Prac & Proc. Civ. § 208 (3rd ed.)." " Relief under Rule 59(a) should be used sparingly as a party must demonstrate that "it is reasonably clear that prejudicial error has crept into the record or that substantial justice has not been done, and the burden of showing harmful error rests on the party seeking the new trial." *Id.* See also *Sibley v. Lemaire,* 184 F.3d 481, 487 (5th Cir.1999). **THE TRUTH is in the Rule itself: Rule 59. New Trial; Altering or Amending a Judgment**

(a) In General.

(1) *Grounds for New Trial.* The court may, on motion, grant a new trial on all or some of the issues—and to any party—as follows:

(A) after a jury trial, for any reason for which a new trial has heretofore been granted in an action at law in federal court; or
(B) after a nonjury trial, for any reason for which a rehearing has heretofore been granted in a suit in equity in federal court.

(2) *Further Action After a Nonjury Trial.* After a nonjury trial, the court may, on motion for a new trial, open the judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new ones, and direct the entry of a new judgment.

Nowhere in the portion of the rule cited by SLS and their attorney is there anything to do with anything written by SLS and their attorney, Michael Weens. Additionally, the Motion to Stay was not based on anything within Rule 59.

26. **NOT TRUE, MADE UP** In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Similarly, "Motions to alter or ament a judgement under Federal Rule 59(e) serve the narrow purpose of allowing a party to correct manifest errors of law or fact or to present newly discovered evidence." *Waltman v. Int'l Paper Co.*, 875 F.2d 468 (5th Cir. 1989).
THE TRUTH IS that you cannot replace words in a law with your own words so that what you are writing goes along with the narrative you are trying to put forth. Here is what Rule 59 (e) actually says" Motion to Alter or Amend a Judgment. A motion to alter or amend a judgment must be filed no later than 28 days after the entry of the judgment." For SLS and it legal representative to show contempt for a new Judge, the Court, the law, and the legal system in this manner is beyond untruths or lies' and becomes fraud. Law.Com defines fraud as follows:
Fraud; n, the intentional use of deceit, a trick or some dishonest means to deprive another of his/her/its money, property or a legal right. A party who has lost something due to fraud is entitled to file a lawsuit for damages against the party acting fraudulently, and the damages may include punitive damages as a punishment or public example due to the malicious nature of the fraud. Additionally, the Motion to Stay was not based on anything within Rule 59.

27. **NOT TRUE** In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Debtor does not identify any error or fact. Instead, Debtor refers to his failure to pay as required under the plan as "technical defaults". [DK# 362, p.2].

That is an incorrect characterization of the defaults which have occurred. **TOTAL MISREPRESENTATION: There is nothing in The Motion to Stay Order that requires anything written in the SLS paragraph. DK# 362 is not The Motion to Stay which is DK# 366.**

28. **HALF-TRUE** In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Specialized has conferred with the Chapter 7 Trustee in this case who is prepared to hire a realtor and liquidate the properties that are the subject of Specialized's claims. Specialized fully supports this as it has gone years without adequate protections and payments. Debtor had his chance to perform under the plan and he refused to do so. The Chapter 7 should proceed, and the Chapter 7 Trustee should take over the liquidating of non-exempt assets for the benefit of all creditors. **TOTAL MISREPRESENTATION: This was a Motion to Stay. Nothing in their statement has anything to do with the Motion they are responding to. That being said, of the four SLS properties, two were foreclosed on although the Plan called for them to be turned over to SLS. One was sold and closed. The fourth was more than half way renovated and would have been finished and sold but SLS removed the electric meter and pole so as to force the terminally ill tenant out, then foreclosed on the property.**

APPENDIX I

The following constitutes the ruling of the court and has the force and effect therein described.

Signed May 24, 2019

Mark X. Mullin

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

WILLIAM PAUL BURCH	§	
Plaintiff	§	CASE NO. 12-46959
	§	
v.	§	
	§	
HUGHES WATTERS ASKANASE	§	
MICHAEL WEEMS	§	ADVERSARY 18-04176
SPECIALIZED LOAN	§	
SERVICING	§	
MARK STOUT	§	
PADFIELD & STOUT, LLP	§	
	§	
Defendants	§	

ORDER GRANTING DEFENDANTS' MOTION TO DISMISS (DOC. 28)

CAME ON FOR HEARING on May 21, 2019 Hughes Watters Askanase, Michael Weems, Specialized Loan Servicing, Mark Stout, and Padfield and Stout LLP Rule 12(b)(6) or Rule 12(c) Motion to Dismiss (Doc. 28).

After consideration of the motion (Doc. 28), Plaintiff's response (Doc. 34), Defendants' reply (Doc. 48) and the arguments of the parties, the Court finds that the motion was timely filed under Rule 12(c), the attorney defendants are immune from Plaintiff's claims, and the claims or causes of action asserted by Plaintiff fail to state claims because the petition either fails to allege sufficient facts or no cause of action is stated or exists as a matter of law. The Court further finds that there are no causes of action for "refusal to honor acceptance of an attorney's oath" or "fraud upon the court." Therefore, based on the findings, conclusions and for the reasons stated on the record, it is

ORDERED that the Motion is GRANTED, and that this case and any claims asserted by Plaintiff against Defendants, Hughes Watters Askanase, Michael Weems, Specialized Loan Servicing, Mark Stout, and Padfield and Stout LLP are DISMISSED WITH PREJUDICE. It is further

ORDERED that each party is responsible for its own costs and attorneys fees in this case.

End of Order # #

APPENDIX J

The following constitutes the ruling of the court and has the force and effect therein described.

Signed February 2, 2021

Mark X. Mullin
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:	§	
	§	CASE NO. 12-46959-MXM
WILLIAM PAUL BURCH,	§	
	§	CHAPTER 7
DEBTOR.	§	

ORDER DENYING MOTION TO RECUSE AND CHANGE VENUE
[*Relates to ECF Nos. 950 and 951*]

Before the Court is the *Motion to Recuse and Change Venue* ("***Motion***")[1] filed by Debtor, William Paul Burch. The Motion requests that the presiding judge recuse himself and transfer this proceeding to the Dallas division, based on alleged bias of the presiding judge. The Motion is the third motion filed by the Debtor to recuse the presiding judge.[2] The Court denied the Debtor's

[1] ECF Nos. 950 and 951.

[2] *See also Plaintiff's Motion for Recusal of Judge Mark X. Mullin*, ECF No. 814; *Motion for Recusal of Judge Mullins [sic]*, ECF No. 511.

prior two recusal motions by separate orders (the "***Orders Denying Recusal***"),[3] each of which is incorporated herein by reference. The Motion is simply a rehash of his prior recusal motions and is frivolous,[4] so the Court denies the Motion for the reasons set forth in the Orders Denying Recusal.

Therefore, it is **ORDERED** that the Motion is **DENIED**.

End of Order

[3] *Order Denying Plaintiff's Motion for Recusal of Judge Mark X. Mullin*, ECF No. 830; *Order Denying Motion for Recusal*, ECF No. 528.

[4] The Court has designated the Debtor a vexatious litigant for similar practices of filing duplicative and frivolous motions and other papers. *See Order (A) Designating William Paul Burch as a Vexatious Litigant, and (B) Granting Related Relief*, ECF No. 824; *Order (A) Designating Juanita Burch as a Vexatious Litigant; (B) Expanding Scope of, and Restrictions Contained in, Prior Vexatious-Litigant Order Designating William Paul Burch as a Vexatious Litigant; and (C) Granting Related Relief*, ECF No. 966.

APPENDIX K

U.S. CONST Article Four

Section 1: Full Faith and Credit shall be given in each State to the public Acts, Records, and judicial Proceedings of every other State. And the Congress may by general Laws prescribe the Manner in which such Acts, Records and Proceedings shall be proved, and the Effect thereof.

Section 2: The Citizens of each State shall be entitled to all Privileges and Immunities of Citizens in the several States.

A Person charged in any State with Treason, Felony, or other Crime, who shall flee from Justice, and be found in another State, shall on Demand of the executive Authority of the State from which he fled, be delivered up, to be removed to the State having Jurisdiction of the Crime.

No Person held to Service or Labour in one State, under the Laws thereof, escaping into another, shall, in Consequence of any Law or Regulation therein, be discharged from such Service or Labour, but shall be delivered up on Claim of the Party to whom such Service or Labour may be due.

Section 3: New States may be admitted by the Congress into this Union; but no new State shall be formed or erected within the Jurisdiction of any other State; nor any State be formed by the Junction of two or more States, or Parts of States, without the Consent of the Legislatures of the States concerned as well as of the Congress.

The Congress shall have Power to dispose of and make all needful Rules and Regulations respecting the Territory or other Property belonging to the United States; and nothing in this Constitution shall be so construed as to Prejudice any Claims of the United States, or of any particular State.

Section 4: The United States shall guarantee to every State in this Union a Republican Form of Government and shall protect each of them against Invasion; and on Application of the Legislature, or of the Executive (when the Legislature cannot be convened) against domestic Violence.

are not in classes.

Administrative Expense Claims

Each holder of an administrative expense claim allowed under § 503 of the Code will be paid in full on the effective date of this Plan (as defined in Article XI), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

The U.S. Trustee is not required by this Plan to file an application with the Court for approval of administrative claims.

Steve Stasio, Counsel for William Paul Burch in this matter intends to make application to the Court for approval of the fees he has incurred in representing the Debtor in this Chapter 11 case. The amount of those fees is subject to Court approval buy they are expected to be less than $10,000.00. Fees for the services of Steve Stasio that are approved by the Court will be paid directly to Steve Stasio by the Debtor.

United States Trustee Fees

All fees required to be paid by 28 U.S.C. § 1930(a)(6) ("U.S. Trustee Fees") will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date. The Debtor will file with the Court and serve on the U.S. Trustee post-confirmation quarterly operating reports until the case is closed, dismissed or converted to another chapter under the Code.

PROVISIONS FOR THE TREATMENT OF CLASSIFIED CLAIMS; IDENTIFICATION OF IMPAIRED CLASSES

1. Secured claims

JPMorgan Chase Bank, N.A. filed the following secured claims:

Class	Claim No.	Collateral	Amount of claim
1	3	707 N. Hunters Glen	$9,668.20

Class	Claim No.	Collateral	Amount of claim
1	4	2809 Harvest Lake	$17,576.64

Class	Claim No.	Collateral	Amount of claim

1	5	1937 Bolingbroke Ct	$15,769.94

Class	Claim No.	Collateral	Amount of claim
1	6	3007 Sunnybrook	$20,663.83

All of the above claims were included in Debtors prior confirmed Chapter 11 Plan. The claims were treated as unsecured as there was no equity in the properties subject to the liens.

In this bankruptcy case JPMorgan Chase Bank, N.A. filed a proof of claim in which it alleges a lien on 707 N. Hunters Glen, Arlington, Tarrant County, Texas. This property has a current value of $70,300.00. The JPMorgan Chase Bank, N.A. lien is inferior to the lien for unpaid property taxes and the first mortgage. The amount owed on the property taxes and first lien mortgage exceed $95,000.00. There is no equity in the collateral to treat this claim as a secured claim. The claim is an unsecured debt and will be treated in this plan as a Class 14 general unsecured claim.

In this bankruptcy case JPMorgan Chase Bank, N.A. filed a proof of claim in which it alleges a lien on 2809 Harvest Lake, Irving, Dallas County, Texas. This property has a current value of $86,250.00. The JPMorgan Chase Bank, N.A. lien is inferior to the lien for unpaid property taxes and the first mortgage. The amount owed on the property taxes and first lien mortgage exceed $108,000.00. There is no equity in the collateral to treat this claim as a secured claim. The claim is an unsecured debt and will be treated in this plan as a Class 14 general unsecured claim.

In this bankruptcy case JPMorgan Chase Bank, N.A. filed a proof of claim in which it alleges a lien on 1937 Bolingbroke, Fort Worth, Tarrant County, Texas. This property has a current value of $75,700.00. The JPMorgan Chase Bank, N.A. lien is inferior to the lien for unpaid property taxes and the first mortgage. The amount owed on the property taxes and first lien mortgage exceed $75,700.00. There is no equity in the collateral to treat this claim as a secured claim. The claim is an unsecured debt and will be treated in this plan as a Class 14 general unsecured claim.

In this bankruptcy case JPMorgan Chase Bank, N.A. filed a proof of claim in which it alleges a lien on 3007 Sunnybrook, Arlington, Tarrant County, Texas. This property has a current value of $88,000.00. The JPMorgan Chase Bank, N.A. lien is inferior to the lien for unpaid property taxes and the first mortgage. The amount owed on the property taxes and first lien mortgage exceed $88,000.00. There is no equity in the collateral to treat this claim as a secured claim. The claim is an unsecured debt and will be treated in this plan as a Class 14 general unsecured claim.

America's Servicing Company filed the following secured claims:

Class	Claim No.	Collateral	Amount of claim
2	16	2809 Harvest Lake	$108,583.39

Class	Claim No.	Collateral	Amount of claim
2	17	707 Hunters Glen	$91,507.33

Class	Claim No.	Collateral	Amount of claim
2	15	1937 Bolingbroke	$90,506.34

Class	Claim No.	Collateral	Amount of claim
2	18	503 W. 8th Street	$43,319.47

The Class 2 Allowed Secured Claim of Specialized Loan Servicing LLC (hereinafter "SLS"), on the Effective Date, the property located at 2809 Harvest Lake Drive, Irving, Texas 75060 (the "Harvest Lake Property") shall be surrendered to the holder of the Class 2 Allowed Secured Claim and shall be deemed paid in full. Upon the Effective Date the automatic stay shall lift without further order of this Court to allow SLS, or its assigns or successors in interest, to take any and all steps necessary to exercise any and all rights it may have in the Harvest Lake Property.

The Class 2 Allowed Secured Claim of Specialized Loan Servicing LLC (hereinafter "SLS") shall retain its lien on the property located at 707 N. Hunters Glen Circle, Arlington, Texas 76015 (the "Hunters Glen Property"). Debtor shall retain the Hunters Glen Property by paying the sum of $101,000.00 with four and one-half percent (4.5%) interest per annum in 360 equal monthly payments with the first being made on the first day of the month after the effective date of the Plan. Debtor is required to pay the ad valorem property taxes on the Hunters Glen Property direct when they come due. Failure to pay the ad valorem taxes will result in a default under the plan if not cured within 15 days. Debtor shall also maintain insurance on the Hunters Glen Property with SLS listed as the loss payee. SLS shall retain the right to declare a default, accelerate payments and foreclosure its lien should the Debtor fail to make any payment within thirty (30) days of its due date.

Within six months from the effective date of the plan Debtor shall sell the property located at 1937 Bolingbroke Court, Fort Worth, Tarrant County, Texas subject to the lien and pay America's Servicing Company the sum of $58,960.00. Any proceeds from the sale that exceed the amount paid to the mortgage company, less the closing costs and property taxes shall be paid to Debtor to compensate Debtor for repairs, stating costs, marketing of the property and other miscellaneous expenses.

If the property is not sold within six months of the effective date of the plan the mortgage company shall be allowed to take all actions necessary to foreclose its lien on the property and to take possession of the property. The foreclosure shall be considered payment in full satisfaction of its lien.

If the property is not sold and the mortgage company has failed to exercise its right to foreclose its lien on the property as set out above for a period of one year after the expiration of the six month sale period, Debtor shall have the option to retain the property by paying the sum of $58,960.00 with four percent (4%) interest per annum in 360 equal monthly payments with the first being made on the first day of the month, eighteen (18) months after the effective date of the Plan. The mortgage company would retain the right to declare a default, accelerate payments and foreclosure its lien should the Debtor fail to make any payment within thirty (30) days of its due date.

If the mortgage company refuses to accept the payments for a period of six months from the date the first payment becomes due then the mortgage company shall forfeit its lien on the subject property and its debt shall be satisfied in full and the mortgage company shall have no further claims against the Debtor or the subject property.

Within six months from the effective date of the plan Debtor shall sell the property located at 503 W. 8th Street, Lancaster, Texas subject to the lien and pay America's Servicing Company the sum of $32,401.00. Any proceeds from the sale that exceed the amount paid to the mortgage company, less the closing costs and property taxes shall be paid to Debtor to compensate Debtor for repairs, stating costs, marketing of the property and other miscellaneous expenses.

If the property is not sold within six months of the effective date of the plan the mortgage company shall be allowed to take all actions necessary to foreclose its lien on the property and to take possession of the property. The foreclosure shall be considered payment in full satisfaction of its lien.

If the property is not sold and the mortgage company has failed to exercise its right to foreclose its lien on the property as set out above for a period of one year after the expiration of the six month sale period, Debtor shall have the option to retain the property by paying the sum of $32,401.00 with four percent (4%) interest per annum in 360 equal monthly payments with the first being made on the first day of the month, eighteen (18) months after the effective date of the Plan. The mortgage company would retain the right to declare a default, accelerate payments and foreclosure its lien should the Debtor fail to make any payment within thirty (30) days of its due date.

If the mortgage company refuses to accept the payments for a period of six months from the date the first payment becomes due then the mortgage company shall forfeit its lien on the subject property and its debt shall be satisfied in full and the mortgage company shall have no further claims against the Debtor or the subject property.

Bank of America filed the following secured claims:

Class	Claim No.	Collateral	Amount of claim
3	34	713 Timberline	$140,258.62

Class	Claim No.	Collateral	Amount of claim
3	No claim filed	1053 Briarwood	No claim filed

The Class 3 Allowed Secured Claim of Deutsche Bank National Trust Company, as Trustee under the Pooling and Servicing Agreement Relating to Impac Secured Assets Corp., Mortgage Pass-Through Certificates, Series 2006-5 (hereinafter "Deutsche") shall retain its lien on the property located at 713 Timberline Drive, Kennedale, Texas 76060 (the "Timberline Property"). Debtor shall retain the Timberline Property by paying the sum of $89,000.00 with four and one-half percent (4.5%) interest per annum in 360 equal monthly payments with the first being made on the first day of the month after the effective date of the Plan. Debtors shall resume making payment to Deutsche for escrow of taxes for the Timberline Property. The Debtor shall maintain physical damage insurance covering the Timberline Property with Deutsche as the loss payee. Deutsche shall retain the right to declare a default, accelerate payments and foreclose its lien should the Debtor fail to make any payment within thirty (30) days of its due date.

Within six months from the effective date of the plan Debtor shall sell the property located at 1053 Briarwood, DeSoto, Texas subject to the lien and pay Bank of America the sum of $74,060.00. Any proceeds from the sale that exceed the amount paid to the mortgage company, less the closing costs and property taxes shall be paid to Debtor to compensate Debtor for repairs, stating costs, marketing of the property and other miscellaneous expenses.

If the property is not sold within six months of the effective date of the plan the mortgage company shall be allowed to take all actions necessary to foreclose its lien on the property and to take possession of the property. The foreclosure shall be considered payment in full satisfaction of its lien.

If the property is not sold and the mortgage company has failed to exercise its right to foreclose its lien on the property as set out above for a period of one year after the expiration of the six month sale period, Debtor shall have the option to retain the property by paying the sum of $74,060.00 with four percent (4%) interest per annum in 360 equal monthly payments with the first being made on the first day of the month, eighteen (18) months after the effective date of the Plan. The mortgage company would retain the right to declare a default, accelerate payments and foreclosure its lien should the Debtor fail to make any payment within thirty (30) days of its due date.

If the mortgage company refuses to accept the payments for a period of six

months from the date the first payment becomes due then the mortgage company shall forfeit its lien on the subject property and its debt shall be satisfied in full and the mortgage company shall have no further claims against the Debtor or the subject property.

Specialized Loan Servicing LLC filed the following secured claim:

Class	Claim No.	Collateral	Amount of claim
4	33	2811 Galemeadow	$71,664.11

The Class 4 Allowed Secured Claim of Specialized Loan Servicing LLC, as servicing agent for CSAB Mortgage-Backed Pass-Through Certificates, Series 2007-1, U.S. Bank Association, as Trustee (hereinafter "SLS"), on the Effective Date, the property located at 2811 Galemeadow Drive, Fort Worth, Texas 76123 (the "Galemeadow Property") shall be surrendered to the holder of the Class 4 Allowed Secured Claim and the claim shall be deemed paid in full. Upon the Effective Date the automatic stay shall lift without further order of this Court to allow SLS, or its assigns or successors in interest, to take any and all steps necessary to exercise any and all rights it may have in the Galemeadow Property

Wells Fargo filed the following secured claim:

Class	Claim No.	Collateral	Amount of claim
5	14	7118 Chambers Creek	$143,428.75

Debtor shall retain the property by paying the sum of $118,000.00 with four percent (4%) interest per annum in 360 equal monthly payments with the first being made on the first day of the month after the effective date of the Plan. The mortgage company shall retain the right to declare a default, accelerate payments and foreclosure its lien should the Debtor fail to make any payment within thirty (30) days of its due date. Debtor shall resume making payment to Wells Fargo for escrow of taxes for the Chambers Property. The Debtor shall maintain physical damage insurance covering the Chambers Property with Wells Fargo as the loss payee.

Freedom Mortgage filed the following secured claim:

Class	Claim No.	Collateral	Amount of claim

6	13	1713 Enchanted	$95,274.54

The Class 6 Allowed Secured Claim of Freedom Mortgage Corporation, Its Successors and Assigns (hereinafter "Freedom") shall retain its lien on the property located at 1713 Enchanted Lane, Lancaster, Texas 75146 (the "Enchanted Property"). Debtor shall retain the Enchanted Property by paying the sum of $77,547.51 with four and one-half percent (4.5%) interest per annum in 360 equal monthly payments with the first being made on the first day of the month after the effective date of the Plan. Debtors shall resume making payment to Freedom for escrow of taxes for the Enchanted Property. The Debtor shall maintain physical damage insurance covering the Enchanted Property with Freedom as the loss payee. Freedom shall retain the right to declare a default, accelerate payments and foreclosure its lien should the Debtor fail to make any payment within thirty (30) days of its due date.

Franklin Credit Management filed the following secured claim:

Class	Claim No.	Collateral	Amount of claim
7	8	2811 Galemeadow	$26,889.47

The Class 7 Allowed Secured Claim of Bosco Credit II Trust Series 2010-1 (hereinafter "Bosco"), on the Effective Date, the property located at 2811 Galemeadow Drive, Fort Worth, Texas 76123 (the "Galemeadow Property") shall be surrendered to the holder of the Class 7 Allowed Secured Claim and the claim shall be deemed paid in full. Upon the Effective Date the automatic stay shall lift without further order of this Court to allow SLS, or its assigns or successors in interest, to take any and all steps necessary to exercise any and all rights it may have in the Galemeadow Property.

American Home Mortgage holds the following secured claim:

Class	Claim No.	Collateral	Amount of claim
8	No claim filed	3007 Sunnybrook	No claim filed

Within six months from the effective date of the plan Debtor shall sell the property located at 3007 Sunnybrook, Arlington, Texas subject to the lien and pay American Home Mortgage the sum of $67,760.00. Any proceeds from the sale that exceed the amount paid to the mortgage company, less the closing costs and property taxes shall be paid to Debtor to compensate Debtor for repairs, stating costs, marketing of the property and other miscellaneous expenses.

If the property is not sold within six months of the effective date of the plan the

mortgage company shall be allowed to take all actions necessary to foreclose its lien on the property and to take possession of the property. The foreclosure shall be considered payment in full satisfaction of its lien.

If the property is not sold and the mortgage company has failed to exercise its right to foreclose its lien on the property as set out above for a period of one year after the expiration of the six month sale period, Debtor shall have the option to retain the property by paying the sum of $67,760.00 with four percent (4%) interest per annum in 360 equal monthly payments with the first being made on the first day of the month, eighteen (18) months after the effective date of the Plan. The mortgage company would retain the right to declare a default, accelerate payments and foreclosure its lien should the Debtor fail to make any payment within thirty (30) days of its due date.

If the mortgage company refuses to accept the payments for a period of six months from the date the first payment becomes due then the mortgage company shall forfeit its lien on the subject property and its debt shall be satisfied in full and the mortgage company shall have no further claims against the Debtor or the subject property.

Seterus, Inc. holds the following secured claim:

Class	Claim No.	Collateral	Amount of claim
9	35	203 Hemlock	$104,027.36

The Class 9 Allowed Secured Claim of Seterus, Inc., as the Authorized Subservicer for Federal National Mortgage Association ("Fannie Mae"), Creditor c/o Seterus, Inc, on the Effective Date, the property located at 203 Hemlock Drive, Arlington, Texas 76018 (the "Hemlock Property") shall be surrendered to the holder of the Allowed Class 9 Claim and the claim shall be deemed paid in full. Upon the Effective Date the automatic stay shall lift without further order of this Court to allow the Class 9 claimant, or its assigns or successors in interest, to take any and all steps necessary to exercise any and all rights it may have in the Hemlock Property

Litton Loan Servicing holds the following secured claim:

Class	Claim No.	Collateral	Amount of claim
10	No claim filed	2531 Gerry Way	No claim filed

Within six months from the effective date of the plan Debtor shall sell the property located at 2531 Gerry Way, Lancaster, Texas subject to the lien and pay Litton Loan Servicing the sum of $33,765.00. Any proceeds from the sale that exceed the

amount paid to the mortgage company, less the closing costs and property taxes shall be paid to Debtor to compensate Debtor for repairs, stating costs, marketing of the property and other miscellaneous expenses.

If the property is not sold within six months of the effective date of the plan the mortgage company shall be allowed to take all actions necessary to foreclose its lien on the property and to take possession of the property. The foreclosure shall be considered payment in full satisfaction of its lien.

If the property is not sold and the mortgage company has failed to exercise its right to foreclose its lien on the property as set out above for a period of one year after the expiration of the six month sale period, Debtor shall have the option to retain the property by paying the sum of $33,765.00 with four percent (4%) interest per annum in 360 equal monthly payments with the first being made on the first day of the month, eighteen (18) months after the effective date of the Plan. The mortgage company would retain the right to declare a default, accelerate payments and foreclosure its lien should the Debtor fail to make any payment within thirty (30) days of its due date.

If the mortgage company refuses to accept the payments for a period of six months from the date the first payment becomes due then the mortgage company shall forfeit its lien on the subject property and its debt shall be satisfied in full and the mortgage company shall have no further claims against the Debtor or the subject property.

Nationstar filed the following secured claim:

Class	Claim No.	Collateral	Amount of claim
11	25	5947 Waterford	$130,500.00

The Class 11 Allowed Secured Claim of Nationstar Mortgage LLC (hereinafter "Nationstar") shall retain its lien on the property located at 5947 Waterford Drive, Grand Prairie, Texas 75052 (the "Waterford Property"). Debtor shall retain the Waterford Property as his homestead by paying the full amount of their claim with the first payment being made on the first day of the month after the effective date of the Plan. Debtors shall cure the arrears on the Waterford Property by making sixty (60) equal monthly installments with the first payment being made on the first day of the month after the effective date of the Plan. Debtors shall resume making payment to Nationstar for escrow of taxes for the Waterford Property. The Debtor shall maintain physical damage insurance covering the Waterford Property with Nationstar as the loss payee. Waterford shall retain the right to declare a default, accelerate payments and foreclose its lien should the Debtor fail to make any payment within thirty (30) days of its due date.

Mansfield ISD filed the following secured claims:

Class	Claim No.	Collateral	Amount of claim
12	1	Multiple pieces of real property	$4,856.17

Class	Claim No.	Collateral	Amount of claim
12	31	Multiple pieces of real property	$4,417.91

Within six months from the effective date of the plan Debtor shall sell the properties subject to the tax liens and pay Mansfield ISD the sum of $9,274.08. Any proceeds from the sale that exceed the amount paid to the taxing authority, less the amount paid to the mortgage company shall be paid to Debtor to compensate Debtor for repairs, stating costs, marketing of the property and other miscellaneous expenses.

If the property is not sold within six months of the effective date of the plan the taxing authority shall be allowed to take all actions necessary to foreclose its lien on the properties and to take possession of the properties. The foreclosure shall be considered payment in full satisfaction of its lien.

If the property is not sold and the taxing authority has failed to exercise its right to foreclose its lien on the properties as set out above for a period of one year after the expiration of the six month sale period, Debtor shall have the option to retain the property by paying the sum of $9,274.08 with twelve percent (12%) interest per annum in 60 equal monthly payments with the first being made on the first day of the month, eighteen (18) months after the effective date of the Plan. The taxing authority would retain the right to declare a default, accelerate payments and foreclosure its lien should the Debtor fail to make any payment within thirty (30) days of its due date.

The treatment of Mansfield ISD's prepetition claim and its administrative expense claim is supplemented as follows: Mansfield ISD is the holder of an administrative expense claim for ad valorem real property taxes. Mansfield ISD shall receive payment of its administrative expense claim in the ordinary course of business prior to the state law delinquency date without filing and serving an administrative expense claim and request for payment as a condition of allowance. Mansfield ISD's administrative expense claim shall not be discharged. Mansfield ISD shall retain the liens that secure all amounts ultimately owed on its prepetition claim for unpaid ad valorem real property taxes and its administrative expense claim. Those liens shall retain their state law statutory priority with regard to all consensual and nonconsensual lienholders. The deadline to object to Mansfield ISD's claim and its administrative expense claim shall be 60 days from the Effective Date of the plan. If no objection to

Mansfield ISD's claim and/or administrative expense claim is filed by this deadline, the claims shall be deemed allowed. In the event of a default under the plan, Mansfield ISD shall provide notice of the default to the Debtor/Reorganized Debtor to counsel for the Debtor. The Debtor/Reorganized Debtor shall have 14 days from the date of the notice to cure the default. In the event the default is not cured, Mansfield ISD shall be entitled to collect all amounts owed pursuant to state law outside of the Bankruptcy Court. The Debtor/Reorganized Debtor shall only be entitled to two notices of default. Upon a third event of default, Mansfield ISD shall be entitled to collect all amounts owed pursuant to state law without further notice. Failure to timely pay post-petition taxes prior to the state law delinquency date shall be an event of default under the plan only as to Mansfield ISD.

Arlington ISD filed the following secured claims:

Class	**Claim No.**	**Collateral**	**Amount of claim**
12	7	Multiple pieces of real property	$9,782.47

Class	**Claim No.**	**Collateral**	**Amount of claim**
12	32	Multiple pieces of real property	$5,883.83

Within six months from the effective date of the plan Debtor shall sell the properties subject to the tax liens and pay Arlington ISD the sum of $15,666.30. Any proceeds from the sale that exceed the amount paid to the taxing authority, less the amount paid to the mortgage company shall be paid to Debtor to compensate Debtor for repairs, stating costs, marketing of the property and other miscellaneous expenses.

If the property is not sold within six months of the effective date of the plan the taxing authority shall be allowed to take all actions necessary to foreclose its lien on the properties and to take possession of the properties. The foreclosure shall be considered payment in full satisfaction of its lien.

If the property is not sold and the taxing authority has failed to exercise its right to foreclose its lien on the properties as set out above for a period of one year after the expiration of the six month sale period, Debtor shall have the option to retain the property by paying the sum of $15,666.30 with twelve percent (12%) interest per annum in 60 equal monthly payments with the first being made on the first day of the month, eighteen (18) months after the effective date of the Plan. The taxing authority would retain the right to declare a default, accelerate payments and foreclosure its lien should the Debtor fail to make any payment within thirty (30) days of its due date.

The treatment of Arlington ISD's prepetition claim and its administrative

expense claim is supplemented as follows: Arlington ISD is the holder of an administrative expense claim for ad valorem real property taxes. Arlington ISD shall receive payment of its administrative expense claim in the ordinary course of business prior to the state law delinquency date without filing and serving an administrative expense claim and request for payment as a condition of allowance. Arlington ISD's administrative expense claim shall not be discharged. Arlington ISD shall retain the liens that secure all amounts ultimately owed on its prepetition claim for unpaid ad valorem real property taxes and its administrative expense claim. Those liens shall retain their state law statutory priority with regard to all consensual and nonconsensual lienholders. The deadline to object to Arlington ISD's claim and its administrative expense claim shall be 60 days from the Effective Date of the plan. If no objection to Arlington ISD's claim and/or administrative expense claim is filed by this deadline, the claims shall be deemed allowed. In the event of a default under the plan, Arlington ISD shall provide notice of the default to the Debtor/Reorganized Debtor to counsel for the Debtor. The Debtor/Reorganized Debtor shall have 14 days from the date of the notice to cure the default. In the event the default is not cured, Arlington ISD shall be entitled to collect all amounts owed pursuant to state law outside of the Bankruptcy Court. The Debtor/Reorganized Debtor shall only be entitled to two notices of default. Upon a third event of default, Arlington ISD shall be entitled to collect all amounts owed pursuant to state law without further notice. Failure to timely pay post-petition taxes prior to the state law delinquency date shall be an event of default under the plan only as to Arlington ISD.

Dallas County filed the following secured claims:

Class	Claim No.	Collateral	Amount of claim
12	9	Multiple pieces of real property	$9,054.33
Class	**Claim No.**	**Collateral**	**Amount of claim**
12	27	Multiple pieces of real property	$10,064.90

For the avoidance of doubt, nothing in the Plan treating the liens of any Secured Creditor whose liens and interests are of a priority lower than the Tax Authorities shall be deemed to grant said creditors any higher lien priority with respect to the Tax Authorities than exists under applicable non-bankruptcy law, and nothing in the Plan primes or extinguishes any such higher priority liens held by the Tax Authorities for prepetition or post-petition ad valorem taxes, including all applicable interest, fees, and penalties.

Dallas County is the holder of a prepetition claim in the amount of $9,054.33.

Notwithstanding any other provision in the Plan, in the event the Debtors sell any property that is subject to Dallas County's ad valorem property tax liens, Dallas County shall receive payment in full of their prepetition claim for ad valorem property taxes in connection with the property at the sale closing with interest that has accrued from the petition date through the effective date with statutory interest of 1% per month pursuant to 11 U.S.C. Sections 506(b) and 511 and posteffective date interest at the statutory rate of 12 % per annum pursuant to 11 U.S.C. Sections 511 and 1129 as well as all amounts ultimately owed for postpetition ad valorem taxes which shall include all penalties and interest that have accrued through the date of payment. In the event the Debtors do not sell one or more properties and Dallas County do not foreclose their liens, pursuant to the terms of the Plan, the Debtors shall make monthly payments to Dallas County on their prepetition claims with interest that has accrued from the petition date through the effective date with statutory interest of 1% per month pursuant to 11 U.S.C. Sections 506(b) and 511 and posteffective date interest at the statutory rate of 12 % per annum pursuant to 11 U.S.C. Sections 511 and 1129in monthly installments in an amount and duration calculated to pay all amounts owed in full no later than the fifth anniversary of the filing of their petition for relief and shall pay all amounts owed for postpetition ad valorem property taxes, including, but not limited to, all accrued penalties and interest.

The Reorganized Debtor shall pay the 2015 ad valorem taxes timely pursuant to applicable non-bankruptcy law and, for the avoidance of doubt, it is not necessary for any of the Tax Authorities, or for any other ad valorem taxing authority, to file an administrative expense claim or request for payment in order for the 2015 taxes to be deemed an allowed administrative expense, for the further avoidance of doubt, no such 2015 taxes are discharged by the Plan or by this Order. A failure by the Debtor or Reorganized Debtor to timely pay post-petition taxes by the deadline provided in the Plan shall be a default under the Plan.

In the event of an objection to claim of any of the Tax Authorities, the Reorganized Debtor shall make the plan payments which will be applied to the undisputed amount of the claim.

The Tax Authorities shall retain their liens for pre- and post-petition taxes with the same validity, extent and priority until all taxes and related interest, penalties, and fees (if any) have been paid in full and that, in the event of the sale of any assets that are subject to the Tax Authorities' liens, the Tax Authorities shall receive payment from the gross proceeds of sale prior to the payment of any creditor whose liens are junior.

That, "Administrative Tax Claim" means a Claim of an ad valorem tax authority against the Debtors, Estate or property of either, solely on account of year 2013 or later taxes. The term excludes any claim for ad valorem taxes for any year prior to 2013.

Debtor is required to pay the 2014 and 2015 ad valorem tax claims owed to Dallas County and Tarrant County within sixty days of entry of the confirmation order. Failure to pay these taxes is an event of default if not cured within 15 days.

Tarrant County filed the following secured claims:

Class	Claim No.	Collateral	Amount of claim
12	10	Multiple pieces of real property	$834.06

Class	Claim No.	Collateral	Amount of claim
12	28	Multiple pieces of real property	$15,664.45

For the avoidance of doubt, nothing in the Plan treating the liens of any Secured Creditor whose liens and interests are of a priority lower than the Tax Authorities shall be deemed to grant said creditors any higher lien priority with respect to the Tax Authorities than exists under applicable non-bankruptcy law, and nothing in the Plan primes or extinguishes any such higher priority liens held by the Tax Authorities for prepetition or post-petition ad valorem taxes, including all applicable interest, fees, and penalties.

Tarrant County is the holder of a prepetition claim in the amount of $834.06. Notwithstanding any other provision in the Plan, in the event the Debtors sell any property that is subject to Tarrant County's ad valorem property tax liens, Tarrant County shall receive payment in full of their prepetition claim for ad valorem property taxes in connection with the property at the sale closing with interest that has accrued from the petition date through the effective date with statutory interest of 1% per month pursuant to 11 U.S.C. Sections 506(b) and 511 and posteffective date interest at the statutory rate of 12 % per annum pursuant to 11 U.S.C. Sections 511 and 1129 as well as all amounts ultimately owed for postpetition ad valorem taxes which shall include all penalties and interest that have accrued through the date of payment. In the event the Debtors do not sell one or more properties and Tarrant County do not foreclose their liens, pursuant to the terms of the Plan, the Debtors shall make monthly payments to Tarrant County on their prepetition claims with interest that has accrued from the petition date through the effective date with statutory interest of 1% per month pursuant to 11 U.S.C. Sections 506(b) and 511 and posteffective date interest at the statutory rate of 12 % per annum pursuant to 11 U.S.C. Sections 511 and 1129in monthly installments in an amount and duration calculated to pay all amounts owed in full no later than the fifth anniversary of the filing of their petition for relief and shall pay all amounts owed for postpetition ad valorem property taxes, including, but not limited to, all accrued penalties and interest.

The Reorganized Debtor shall pay the 2015 ad valorem taxes timely pursuant to applicable non-bankruptcy law and, for the avoidance of doubt, it is not necessary for

any of the Tax Authorities, or for any other ad valorem taxing authority, to file an administrative expense claim or request for payment in order for the 2015 taxes to be deemed an allowed administrative expense, for the further avoidance of doubt, no such 2015 taxes are discharged by the Plan or by this Order. A failure by the Debtor or Reorganized Debtor to timely pay post-petition taxes by the deadline provided in the Plan shall be a default under the Plan.

In the event of an objection to claim of any of the Tax Authorities, the Reorganized Debtor shall make the plan payments which will be applied to the undisputed amount of the claim.

The Tax Authorities shall retain their liens for pre- and post-petition taxes with the same validity, extent and priority until all taxes and related interest, penalties, and fees (if any) have been paid in full and that, in the event of the sale of any assets that are subject to the Tax Authorities' liens, the Tax Authorities shall receive payment from the gross proceeds of sale prior to the payment of any creditor whose liens are junior.

That, "Administrative Tax Claim" means a Claim of an ad valorem tax authority against the Debtors, Estate or property of either, solely on account of year 2013 or later taxes. The term excludes any claim for ad valorem taxes for any year prior to 2013.

Debtor is required to pay the 2014 and 2015 ad valorem tax claims owed to Dallas County and Tarrant County within sixty days of entry of the confirmation order. Failure to pay these taxes is an event of default if not cured within 15 days.

The Internal Revenue Service filed the following secured claim:

Class	**Creditor**	**Collateral**	**Impaired?**	**Treatment**
13	IRS	Real and personal Property	Yes	*Paid in equal monthly installments over 6 years

The IRS filed a secured claim in the amount of $48,366.11. This claim shall be paid in full satisfaction with 3% interest amortized over a seventy two (72) month period beginning thirty (30) days after the Effective Date. The occurrence of any of the following shall constitute an event of default under the plan: (1) Failure to Make Payments. (2) Failure on the part of Debtor to pay fully when due any payment required to be made in respect of the Plan Debt. However, due to the size and ongoing nature of the IRS's claim, upon default under the plan, the administrative collection powers and the rights of the IRS shall be reinstated as they existed prior to the filing of the bankruptcy petition, including, but not limited to, the assessment of taxes, the filing

of a notice of Federal (or state) tax lien and the powers of levy, seizure, and as provided under the Internal Revenue Code. As to the IRS: (a) If the Debtor or its successor in interest fails to make any plan payment, or deposits of any currently accruing employment or sales tax liability; or fails to make payment of any tax to the Internal Revenue Service within 10 days of the due date of such deposit or payment, or if the Debtor or its successor in interest failed to file any required federal or state tax return by the due date of such return, then the United States may declare that the Debtor is in default of the Plan. Failure to declare a default does not constitute a waiver by the United States of the right to declare that the successor in interest or Debtor is in default; (b) If the United States declares the Debtor or the successor in interest to be in default of the Debtor's obligations under the Plan, then the entire imposed liability, together with any unpaid current liabilities, may become due and payable immediately upon written demand to the Debtor or the successor in interest; (c) If full payment is not made within 14 days of such demand, then the Internal Revenue Service may collect any unpaid liabilities through the administrative collection provisions of the Internal Revenue Code. The IRS shall only be required to send two notices of default, and upon the third event of Default the IRS may proceed to collect on all amounts owed without recourse to the Bankruptcy Court and without further notice to the Debtor. The collection statute expiration date will be extended from the Petition Date until substantial default under the Plan. All payments will be sent to: IRS, 1100 Commerce Street, Mail Code 5026 DAL, Dallas, Texas 75242; (d) The Internal Revenue Service shall not be bound by any release provisions in the Plan that would release any liability of the responsible persons of the Debtor to the IRS. The Internal Revenue Service may take such actions as it deems necessary to assess any liability that may be due and owing by the responsible persons of the Debtor to the Internal Revenue Service; but the Internal Revenue Service shall not take action to actually collect from such persons unless and until there is a default under the Plan and as set forth above.

2. *Classes of Unsecured Claims*

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code. **General Unsecured Claims will not receive full satisfaction of their claim.**

The following chart identifies the Plan's proposed treatment of Class 10 which contain the unsecured claims against the Debtor:

Class	Description	Impaired?	Treatment
14	General Unsecured Claims	Yes	*Debtor will pay the general unsecured creditors the sum of $600.00 per quarter for twenty (20) quarters

			beginning ninety (90) days after the effective date of the plan.

The general unsecured claims are believed to be approximately $50,000.00.

INSURANCE CHECKS

Several mortgage companies are the loss-payee of the insurance policies insuring the property of the Debtor. Property was damaged, an insurance claim was filed and a check issued to pay for the repairs. The mortgage company shall endorse the insurance check and return the check to Debtor. Debtor shall use the insurance proceeds to make repairs to the subject property.

ACCEPTANCE OR REJECTION OF PLAN

Impairment Controversies. If a controversy arises as to whether any Class is impaired under this Plan, such Class shall be treated as specified in this Plan unless the Bankruptcy Court shall determine such controversy differently upon motion of the party challenging the characterization of a particular Class under this Plan.

Classes and Claims Entitled to Vote. Unclassified Claims and Interests are not impaired under this Plan and are therefore deemed to have accepted the Plan without the necessity of voting. All other Classes are impaired under the this Plan and are entitled to vote on the Plan to the extent that a Claim in such Class is not the subject of a pending objection as to allowance, or the holder of any such objected-to Claim has obtained an order from the Bankruptcy Court permitting such holder to vote on the Plan. Ballots for the acceptance or rejection of the Plan shall be mailed to holders of such impaired Classes only and to holders of such Claims within such Classes only.

Class Acceptance Requirement. A Class of Claims shall have accepted the Plan if it is accepted by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Allowed Claims in such Class that have voted on the Plan and that are otherwise entitled to vote on the Plan. If no Ballots are properly returned for any particular Class, such Class shall be deemed to have voted to accept this Plan.

Cramdown. This Section shall constitute the request by the Debtors, pursuant to section 1129(b) of the Bankruptcy Code, that the Bankruptcy Court confirm the Plan notwithstanding the fact that the requirements of section 11 29(a)(8) may not be met.

PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

There are no executory contracts or unexpired leases except leases of current tenants

of the rental properties. Debtor shall accept all current tenant leases upon confirmation of the Plan.

MEANS FOR IMPLEMENTATION OF THE PLAN

Payments and distributions under the Plan will be funded by the business income of the Debtor and the sale of assets.

ALLOWANCE AND DISALLOWANCE OF CLAIMS

Disputed Claims

A disputed claim is a claim that has not been allowed or disallowed, and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

Delay of Distribution on a Disputed Claim

No distribution will be made on account of a disputed claim unless such claim is allowed.

Settlement of Disputed Claims

The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

THE REORGANIZED DEBTOR AND POSTCONFIRMATION OPERATIONS

The Plan will be funded through several sources, including cash on hand and future income from Debtors business.

The claims will be paid from the Debtors' future cash flow and income as a result of the continuing and future profits from Debtors business. Attached to this Disclosure Statement is a financial breakdown containing data in the form of future projections demonstrating that the Debtor will have sufficient resources and ability to make these future payments and to fully fund the Plan. In the event that the Debtor defaults under the same, secured creditors will retain their liens and unsecured creditors will retain their bankruptcy and non-bankruptcy rights against the Debtor.

Under the Plan, the Debtor will be reorganized and is referred to as the "Reorganized Debtor." The Reorganized Debtor is responsible for making payments under the Plan. All property of the Debtor and the Estate will vest in the Reorganized Debtor; thus, the Reorganized Debtor will have the funds and the ability to make all payments and distributions required by the Plan.

GENERAL PROVISIONS

Definitions and Rules of Construction

The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions:

1. Effective Date of Plan. "Effective Date" means the first Business Day fourteen (14) days after Confirmation Date if the Confirmation Order is not stayed or, if the Confirmation Order is stayed, the first Business Day following the lifting, dissolution, or removal of such stay which is at least fourteen (14) days after the Confirmation Date.
2. Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.
3. Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Texas govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided for in this Plan.
4. Sale of Assets. Debtor shall retain the power to sell any Assets of the Estate upon motion and notice to all Creditors pursuant to Bankruptcy Code § 363.
5. Tax Consequences of the Plan. Creditors concerned with how the Plan may affect their tax liability should consult with their own accountants, attorneys and/or advisors.

DISCHARGE

Except as otherwise provided in the Plan, the terms, covenants and consideration under the Plan shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever against the Debtors or the Estate, or any of their assets, including, without limitation, all Secured Claims and all Unsecured Claims,. Except as otherwise expressly provided in this Plan, after notice and a hearing the Court deems that all payments under the Plan have been completed, the Reorganized Debtors and their successors-in-interest and assigns shall be deemed discharged and released pursuant to section 1141 (d)(5) of the Bankruptcy Code from any and all Claims, demands and liabilities that arose before the Effective Date, and all debts of any kind specified in section 502(g), 502(h), or 502(1) of the Bankruptcy Code, whether or not: (a) a proof of Claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code; (b) a Claim based upon such debt is Allowed under section 502 of the Bankruptcy Code; (c) the holder of a Claim based upon such debt has accepted this Plan; or (d) the Claim has been Allowed, Disallowed, or estimated pursuant to section 502(c) of the Bankruptcy Code. Except as otherwise provided in the Plan, the Confirmation Order shall be a judicial determination of discharge of all liabilities of the Debtor and his successors-in-interest and assigns other

than those obligations specifically set forth pursuant to this Plan. For the avoidance of doubt, nothing in this Plan releases or discharges the Debtor, Estate, or Reorganized Debtor from any obligation imposed by, or preserved under, this Plan.

MODIFICATION OF THE PLAN

Amendments Prior to Confirmation Date

Debtor may modify the Plan prior to Confirmation, and the Plan, as amended shall become the new Plan of Reorganization.

Amendments after Confirmation Date

Debtor may modify the Plan before its substantial consummation, provided that the Plan, as modified, meets the requirements of the Bankruptcy Code, and the Court, after notice and hearing, confirms this Plan, as modified.

Effect on Claims

A Holder of a Claim that has accepted or rejected this Plan shall be deemed to have accepted or rejected, as the case may be, this Plan, as modified, unless, within the time fixed by the Court, such holder changes its previous acceptance or rejection.

RETENTION OF JURISDICTION

Notwithstanding entry of the Confirmation Order, this Court shall retain jurisdiction over this Chapter 11 case for the following purposes:

1. To determine any and all objections to the allowance of Claims or Interests, both before and after the Confirmation Date, including any objections to the classification of any claim or interest;
2. To determine any and all applications for fees and expenses authorized to be paid or reimbursed in accordance with section 503(b) of the Bankruptcy Code or this Plan;
3. To determine any and all pending applications for the assumption or rejection of executory contracts of for the rejection or assumption and assignment, as the case may be, of unexpired leases to which any Debtors is a party or with respect to which it may be liable; to hear and determine any actions to void or terminate unexpired contracts or leases; and to hear and determine and, if need be, to liquidate any and all claims arising therefrom;
4. To hear and determine any and all actions initiated by the reorganized debtor, whether by motion, complaint or otherwise;
5. To determine any and all applications, motions, adversary proceedings and contested matters pending before the Court on the Confirmation Date or filed or instituted after the Confirmation Date;
6. To modify this Plan, the Disclosure Statement or any document created in connection with this Plan or remedy any defect or omission or reconcile any

inconsistency in any Order of the Court, this Plan, the Disclosure Statement or any document created in connection with this Plan, in such manner as may be necessary to carry out the purposes and effects of this Plan to the extent authorized by the Bankruptcy Code;

7. To ensure that the distribution is accomplished in accordance with the provisions of this Plan;
8. To allow, disallow, determine, liquidate or estimate any claim or interest and to enter or enforce any order requiring the filing of any such claim or interest before a particular date;
9. To enter such orders as may be necessary to interpret, enforce, administer, consummate, implement and effectuate the operative provisions of this Plan and all documents and agreements provided for herein or therein or executed pursuant hereto and thereto including, without limitations, entering appropriate orders to protect the Debtors from creditor actions;
10. To hear any other matter not inconsistent with Chapter 11 of the Bankruptcy Code;
11. To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked or vacated;
12. To determine such other matters as may arise in connection with this Plan, the Disclosure Statement or the Confirmation Order;
13. To authorize the sale of any Assets as provided by this Plan;
14. To enforce all orders, judgments, injunctions, and ruling entered in connection with the Case;
15. To determine all issues relating to the Claims of the IRS, and other taxing authorities, state or federal;
16. To determine any avoidance actions brought pursuant to the provisions of the Bankruptcy Code;
17. To enter a Final Order and final decree closing the Chapter 11 case.

William Paul Burch asks that you vote in favor of this Plan.

Respectively submitted,

/s/ Steve Stasio

Steve Stasio
State Bar No. 19079950
The Plaza Building
303 Main Street, Suite 302
Fort Worth, Texas 76102-4069
(817) 332-5113/Fax 870-0335
Steve.stasiolawfirm.com

APPENDIX L

IN THE BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

WILLIAM PAUL BURCH	§	
Plaintiff,	§	
	§	
VS.	§	**CASE NO. 4:12-bk-46959-mxm-7**
	§	
MARK X. MULLIN.	§	
Defendant	§	

PLANTIFF'S MOTION FOR RECUSAL OF JUDGE MARK X. MULLIN

OPENING STATEMENT

It is with a heavy heart that Plaintiff, William Paul Burch (Burch) is forced by a preponderance of actions by Judge Mullin against Burch to make this request for recusal of Judge Mark X. Mullin (Mullin) to serve in this case under

28 U.S. Code § 455 (a). Any judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned and

28 U.S. Code § 455 (b)(1) he shall also disqualify himself where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding.

TABLE OF CONTENTS

TABLE OF AUTHORITIES

STATUTES	PAGE
Article III.....	10,23
28 U.S. Code § 455.....	1,10,12,22,23,27
28 U.S. Code § 455 (a)	1,27
28 U.S. Code § 455 (b)(1)	10
FED R. BANKR. P. 5004.....	12
FRAP 28(a)(5)	15

HISTORY

1. Burch had been in the business of buying property, renovating it, holding the property for one year as required to be able to get a FHA type loan for the buyer of the property. As a result of the required holding period, Burch leased the properties to people who expressed an interest in buying the properties. Burch initially entered Bankruptcy in 2008 during the "Great Recession". Burch was a candidate for Texas State Representative when, just two weeks before the start of early voting, Burch received a call from a phone room operator, hired by Homeward Residential, to inform Burch that the value of his properties had dropped and he had to pay the difference.

2. Homeward Residential (name changed from AH Mortgage Acquisitions) had acquired half of American Home Mortgage **(EXHIBIT A)** just a month before. Homeward was owned by Wilbur Ross. The other half of American Home Mortgage went to Steve Mnuchin and George Soros **(EXHIBIT B)**. Unknown to Burch was that his property actually was valued for more than the mortgage. It was simply a way for Ross to cover his investment quickly.

3. Burch hired an attorney and gave the attorney instructions to get in and out of bankruptcy as soon as possible. Burch had an election in November and was going to sell his properties because they had all been held for more than the required period.

4. All the promissory notes were void and it became time to determine when the new notes would be produced and given to Burch. By this time Burch had lost the election and wanted to quickly sell the properties so that he could resume his business of buying and selling real estate.

5. The Mortgage Companies, however, wanted to have time to collect on the Private Mortgage Insurance through American International Group, Inc. (AIG). After recovering their money, they would buy the loan back from AIG for ten percent of the value of the note and then sell the note to another mortgage company for eighty to one hundred percent of value. This gave them an eight hundred to one thousand percent return. On their investment.

6. Burch and the Mortgage Companies came to a compromised agreement of six months to give Burch the replacement notes so that he could sell the properties. Because Burch was going to have to wait another six months it was agreed that if the Mortgage Company didn't produce the new Promissory note, which Burch needed to close on a sell of a property, then the mortgage company would lose their interest in the property. Unfortunately, the Mortgage Companies had no incentive to solve the issue because most of them were no longer involved. The companies that bought the void notes did not want

to hear that they had been swindled by the selling Mortgage Company. Burch only wanted to sell the properties and get on with his business.

7. One of the companies who did not want to follow the Court Order was Aurora Bank, who had the note on the Burch homestead. Burch paid the amount that they asked for but continued to press for a refund of the forced overpayment. He was continually refunded thousands of dollars, but Aurora never changed their records. Aurora was absorbed by NationStar Mortgage **(EXHIBIT C)**. NationStar refused to accept the payments, although thousands were owed to Burch from overpayments to Aurora. NationStar said that they were immune from the laws of the United States and the State of Texas. They wanted to keep the overpayments and the past refunds paid by Burch. They decided to file for foreclosure, forcing Burch back into Bankruptcy.

8. NationStar attempted foreclosure at the beginning of the bankruptcy but was stopped. Burch had lawsuits against half of the mortgage companies due to their wanting to be compensated for their purchase of the invalid liens. It was easier to go against Burch than to go against the bank or mortgage company that sold them the void note. The norm in life is to roll over and take it. Unfortunately for the lenders Burch is not that person. He has run for the State House and Congress, been involved in many activities for the people of Texas and the United States, and much more. Burch is a fighter for what is right.

9. The banks and Mortgage Companies were among the worse in existence. NationStar had over 14,000 complaints against them and had to change their name to Mr. Cooper

(EXHIBIT D). They were bought out by Washington Mutual Mortgage Acquisition, who changed their name to Mr. Cooper Mortgage Acquisition. Then there is Wilbur Ross who, along with Steve Mnuchin and George Soros forced American Home Mortgage into bankruptcy then divided the spoils. Wilber Ross set up AH Mortgage Acquisition with his share of American Home Mortgage. After collecting as much as possible by claiming notes were worth less than they were or by collecting on the PMI, he then changed the name of the company to Homeward Residential. This was later sold to Ocwen Mortgage.

10. Countrywide was brought down by Bank of America. Steve Mnuchin, George Soros, JPMorgan Chase, and Wells Fargo. Steve Mnuchin and George Soros (One West Bank) got IndyMAC Bank **(EXHIBIT E)** from Countrywide and changed its name to One West Bank. They were fined 86 million dollars for their illegal mortgage activities against borrowers **(EXHIBIT F)**. Bank of America got the rest of Countrywide and are ranked as the worst mortgage company in America. The mortgage companies Burch has been fighting against were the same companies responsible for the 2008 Great Recession. **(EXHIBIT G)**

11. Wells Fargo **(EXHIBIT H)** comes in as the second worse. Their subsidiary, Americas Servicing Company, had so many problems in Texas that they had to run away.

12. Credit Swiss **(EXHIBIT I)** was fined over two billion dollars for their improper lending activities.

13. And so it goes. With hundreds of thousands of people losing their homes, billions of dollars in fines, these companies are poised to do it again. In March 2020 Treasury Secretary Steve Mnuchin announced that he was bringing in the executives from the now defunct One West Bank to run the Department of the Treasury **(EXHIBIT J)**.

14. Burch pushed his Bankruptcy attorney, Steve Stasio (Stasio), to reopen the first bankruptcy. Instead Stasio filed a Chapter 13 plan saying it would be faster and cheaper. He said that he would take care of the lawsuits filed in State Court (he never did). The Chapter 13 trustee forced Stasio into converting to a Chapter. Again, Burch wanted to reopen the prior plan. Stasio refused. Burch constantly pushed to get the bankruptcy over with so that he could sell his properties and resume business. Finally, after three years, the Trustee forced Stasio to finish the Plan. Burch insisted that the Plan be written to where the mortgages were not included. Stasio would only agree to write it to where Burch would have six months with no payments to sell the properties. For those properties that did not sell, the mortgage companies would have twelve months to foreclose. After that, Burch was to make payments based on the Plan. If any mortgage company did not accept payment at any time, then they would lose their lien.

15. On February 1, 2016 Mullin signed the order confirming the Plan of Reorganization **(EXHIBIT K)**. Burch immediately wrote contracts on most of the properties. Burch did not know just how treacherous the lenders were. The lenders would not give him a proper payoff. He spent hours on the phone unsuccessfully trying to get the lenders to comply.

16. Finally, Burch hired Judge Joyce Lindauer to represent him. Judge Lindauer was successful in getting a motion to comply passed by the Judge. This extended the six month no payment sells period so the lenders would have time they said they needed to be able to comply. **(EXHIBIT L)** Burch was also given the right to sell a property that was previously set to be given up. Once again, they refused to comply and one (an SLS property represented by HWA and Michael Weems) even foreclosed on the property that Judge Mullin had given Burch the right to sell. Burch even had a contract but could not get the lender to give a payoff for closing. Instead, they took the property. Next NationStar went after the homestead (again with Weems). The Judge agreed with NationStar but Burch was able to stop them on his own. Judge Lindauer told Burch to sell his properties fast because Judge Mullin would never rule for him again.

17. Burch began fixing and selling as fast as he could. He sold the Timberline property and was willing to go ahead and pay the mortgage company their agreed-on note amount. This note had special provisions that they asked for that Stasio had copies and pasted into the plan. In other words, they wrote and received in the Plan verbatim of what they wanted. At closing, they balked and wanted $20,000 more. We completed the closing because we felt that no judge would ever allow a re-write of a plan that was written by the Defendant just so that they could get $20,000 more. Plaintiff hired Eric Fein to represent him. Judge Mullin ruled for the Defendant. Afterwards, Eric said that the Judge would never rule for me no matter how right I was.

18. Burch sold his 8th Street Property and his Chambers Creek Property. Specialized Loan Servicing (SLS) was the company that had taken the Harvest Lake Property that Burch had sold. There were two properties left that they had an interest in. Burch sold one, N. Hunters Glen as well as Enchanted Lane. He informed the attorney, Michael Weems, that he had sold the property and as soon as he closed on the two properties he would payoff the remaining SLS property which was located on Bolingbroke Ct. Instead, SLS held up the payoff on N. Hunters Glen and Freedom held up the payoff on Enchanted while Weems put forth a motion to convert to a Chapter 7 or dismiss the bankruptcy. This was done while Burch was just a few months away from finishing his Chapter 11 obligation. Burch was poorly represented by Annette Vanicek, who was recommended to Burch by Judge Lindauer. It turns out that Annette Vanicek had her license suspended five times before by the Texas Supreme Court. Sadly, that was two and a half years ago, and the Plan is still not closed.

LEGAL STANDARD FOR RECUSAL OF JUDGE MULLINS

19. "Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned." 28 U.S.C. § 455(a). "A bankruptcy judge shall be governed by 28 U.S.C. § 455 and disqualified from presiding over the proceeding or contested matter in which the disqualifying circumstances arises or, if appropriate, shall be disqualified from presiding over the case." FED R. BANKR. P. 5004. "In order to determine whether a court's impartiality is

reasonably in question, the objective inquiry is whether a well-informed, thoughtful and objective observer would question the court's impartiality." [1]

20. In making this assessment, "it is critically important . . . to identify the facts that might reasonably cause an objective observer to question [the judge's] impartiality."[2] A court should also "consider the origin of a judge's alleged bias, also known as the 'extrajudicial source rule.'" [3]. "As articulated by the Supreme Court, the extrajudicial source rule more or less divides events occurring or opinions expressed in the course of judicial proceedings from those that take place outside of the litigation context and holds that the former rarely require recusal." *Id.* (cleaned up). "Almost invariably," events occurring in the course of judicial proceedings "are proper grounds for appeal, not for recusal.[4]" To that end, the Supreme Court has noted that "judicial rulings alone almost never constitute a valid basis for a bias or partiality motion." *Id.*

21. Federal law requires the automatic disqualification of a Federal judge under certain circumstances. In 1994, the U.S. Supreme Court held that "Disqualification is required if an objective observer would entertain reasonable questions about the judge's impartiality. If a judge's attitude or state of mind leads a detached observer to conclude that a fair and impartial hearing is unlikely, the judge must be qualified." Emphasis added. [5]

---

[1] *Tr. Co. of Louisiana v. N.N.P. Inc.*, 104 F.3d 1478, 1491 (5th Cir. 1997) (citing *United States v. Jordan*, 49 F.3d 152, 155–58 (5th Cir.1995)).
[2] *Liljeberg v. Health Servs. Acquisition Corp.*, 486 U.S. 847, 865 (1988).
[3] *Naranjo v. Thompson*, No. PE:11-CV-00105-RAJ, 2013 WL 12177174, at *3 (W.D. Tex. Jan. 16, 2013) (citing *Andrade v. Chojnacki*, 338 F.3d 448, 455 (5th Cir. 2003))
[4] *Liteky v. United States*, 510 U.S. 540, 555 (1994).
[5] ***Liteky v. U.S., 114 S.Ct.1147 1162 (1994)***

22. Courts have repeatedly held that positive proof of the impartiality of a judge is not a requirement, only the appearance of impartiality.[6] (what matters is not the reality of bias or prejudice but its appearance); [7] "is directed against the appearance of partiality, whether or not the judge is actually biased.") ("***Section 455(a)*** of the Judicial Code, ***28 U.S.C. § 455(a),*** is not intended to protect litigants from actual bias in their judge but rather to promote public confidence in the impartiality of the judicial process.")

23. If everyone sees a judge acting as though he is a creditors attorney, then the Judge clearly is abusing his position and should recuse himself ***FRAP 28(a)(5)***

24. The Fifth Circuit ruling in Coppedge ***V. United States,[8] says:***

(c) The sole statutory language to guide the District Court in passing upon such an application is that "An appeal may not be taken *in forma pauperis* if the trial court certifies in writing that it is not taken in good faith." **P. 369 U. S. 444.Page 369 U. S. 439**

(d) The requirement that an appeal *in forma pauperis* be taken "in good faith" is satisfied when the defendant seeks appellate review of any issue that is not frivolous. **Pp. 369 U. S. 444-445.**

---

[6] ***Liljeberg v. Health Services Acquisitions Corp. 486 U.S. 847, 108 S.Ct.2194(1988)***
[7] ***United States v. Balistrieri, 779 F.2d 1191 (7th Cir. 1985) (Section 455(a)***
[8] Coppedge ***V. United States, 369 U.S. 438 (1962)***

(e) When a defendant applies to a Court of Appeals for leave to proceed *in forma pauperis,* the District Court's certification that the application is not "in good faith" is entitled to weight, but it is not conclusive. **Pp. 369 U. S. 445-446**

(f) If it appears from the face of the papers filed in the Court of Appeals that the applicant will present issues for review which are not clearly frivolous, the Court of Appeals should grant leave to proceed *in forma pauperis,* appoint counsel to represent the appellant, and proceed to consideration of the appeal on the merits in the same manner that it considers paid appeals. P. 369 U. S. 446.

(g) If the claims made or the issues sought to be raised by the applicant are such that their substance cannot adequately be ascertained from the face of the application, the Court of Appeals must provide the would-be appellant with the assistance of counsel and with a transcript of the record sufficient to enable him to attempt to make a showing that the District Court's certificate of lack of good faith is erroneous. **P. 369 U. S. 446.**

(h) If, with such aid, the applicant then presents any issue for the court's consideration which is not clearly frivolous, leave to proceed *in forma pauperis* must be granted. P. **369 U. S. 446.**

(i) An indigent defendant is entitled in all respects to the same right of appeal as a defendant who is able to pay the expenses of his appeal. Pp. 369 U. S. 446-447.

(j) On an application for leave to appeal *in forma pauperis,* the burden is not on the applicant to show that his appeal has merit in the sense that he is bound, or even

likely, to prevail ultimately; the burden is on the Government to show that the appeal is so lacking in merit that the court would dismiss the case as frivolous on the Government's motion had the case been docketed and had a record been filed by an appellant able to pay the expenses of complying with these requirements. **Pp. 369 U. S. 447-448.**

ACTIONS OF JUDGE MULLINS THAT WARRENT RECUSAL

25. There are been no cases other than the bankruptcy case brought before the Bankruptcy Court where Burch is a Plaintiff that were filed by Burch in that court. There have been no cases other than the bankruptcy case that the Bankruptcy Court had jurisdiction. Most of those cases are now in the Fifth Circuit Court of Appeals, on the question of jurisdiction. Where the problem exists is that Burch was forced to appeal in forma pauperis due to his income being removed by the poor rulings of the past. Unfortunately, at age 68 Burch only has enough income to barely survive on through Social Security. Knowing this, Mullin certified each appeal as being frivolous so that the District Judge would not look at the cases and throw them out. However, Burch frustrated the process by appealing to the Fifth Circuit Court of Appeals.

26. Nothing was done on any appeal in form pauperis to comply with Coppedge ***V. United States*** (j) above. For the most part, my appeals were based on the issue of jurisdiction. Mullin's actions against Burch have the appearance of being largely based on Burch

appealing his rulings. The Defendants learned from hearings that the Judge appeared to be on their side. So they moved the cases to the Bankruptcy Court where they thought the case would stop because they knew Mullin would not do anything for Burch.

27. If Burch wins the battle of jurisdiction, all prior Orders in this case are void. "A court cannot confer jurisdiction where none existed and cannot make a void proceeding valid. It is clear and well-established law that a void order can be challenged in any court", [9]The issues on jurisdiction that were discarded by Mullin were not always the same. However, Mullins position was. Here are the issues and some of Mullins positions on these issues:

A. Cases not answered within 21 days of response were allowed. An answer, even a short one, must be completed before moving to the next step in the proceeding. In that answer must the Defendant address the Nerve Center issue before removing a case on diversity. If it is not answered, then must the case be remanded with sanctions.

B. If the District or Bankruptcy Court discovers that it lacks subject matter jurisdiction at any time before final judgment, must the case be remanded, yet Mullin never did this though it was warranted.

C. A state law contract claims against an entity that is not otherwise part of the bankruptcy case is not constitutional, yet Mullin did this.

D. FRCP 28 § 157 (e) says If the right to a jury trial applies in a proceeding that may be heard under this section by a bankruptcy judge, the bankruptcy judge may

[9] (OLD WAYNE MUT. L. ASSOC. v. McDONOUGH, 204 U. S. 8, 27 S. Ct. 236 (1907)).

conduct the jury trial if specially designated to exercise such jurisdiction by the district court ***and with the express consent of all the parties***. Mullin intentionally left out the underlined portion in an effort to support his position. This is a textbook example of legislating from the bench. Without that portion he would be correct. However, he would be constrained in that he could not hear any jury trial case. Most of Burch's cases were jury trial cases.

E. Claim preclusion, as Federal Rule of Civil Procedure Rule 8(c) makes clear, is an affirmative defense. A case blocked by the preclusive effect of a prior federal judgment differs from a case preempted by a federal statute: The prior federal judgment does not transform the plaintiff's state-law claims into federal claims but rather extinguishes them altogether. Under the well-pleaded complaint rule, preclusion thus remains a defensive plea involving no recasting of the plaintiff's complaint and is therefore not a proper basis for removal. In RIVET et al. *v.* REGIONS BANK OF LOUISIANA et al. [10] no subject matter jurisdiction in bankruptcy court if debtor filed against creditor in a state court. All of the cases removed to the Bankruptcy are covered by the Rivet ruling. But, in an apparent attempt to harm Burch, Mullin continues to preside over these cases showing only contempt for Burch, despite the fact that Burch was always respectful of Mullin.

---

[10] Rivet v. Regions Bank of La., 522 U.S. 470 (1998)

F. If it is determined that thirty days has expired from the date of service and the date that it was ruled by an authorized court that the prior (Bankruptcy) court did not have jurisdiction then the case must be remanded to the State Court from which it was removed. 28 U.S. Code § 1441

28. A judge that refuses to remand a case just so that he can rule against the Debtor is one that is showing an appearance of bias. This is something the judge has done at least twenty time against Burch.

29. In a hearing held on May 21, 2019 Mullins admitted on page 39 to have read the pleadings of Weems and the rules and the case law cited. Well, if he did read them as he said then he read "In the Specialized Loan Servicing LLC OBJECTION TO DEBTOR'S MOTION TO STAY ORDER CONVERTING CASE TO CHAPTER 7 SLS wrote "Debtor has failed to state cause for such relief under Rule 59.[11] As the Court noted in *In re Trevino*, citing *Simon v. United States*,[12] A Rule 59(a) motion must clearly establish a manifest error of law or fact or must present newly discovered evidence and cannot be used to raise arguments which could and should have been made before the judgement was issued."

[11] *In re Trevino*,564 B.R. 890, at 908 (Bankr.S.D.Tex.2017)
[12] *Simon v. United States*, 891 F.2d 1154 (5th Cir.1990)

30. **What was written is not true**. If the judge was not on the side of the Creditor and actually read the rule and the ruling Mullin would have known that, The truth is "in what "In re Trevino" actually says is:[13] Chapter 13 debtors brought adversary proceeding to recover, inter alia, for purported debt collectors' alleged violation of provisions of the Fair Debt Collection Practices Act (FDCPA). Debtors subsequently moved to compel production of documents in response to their discovery requests, for leave to file supplemental complaint, and for sanctions, while defendants moved for protective order and to reopen the hearing to allow them to introduce alleged newly discovered evidence. The bankruptcy court held that:

(1) bankruptcy court, even as a non-Article-III court, had authority to decide pending motions for protective order, to compel discovery, for leave to file supplemental pleading, to reopen evidence, and for sanctions.

(2) defendants established "good cause" for protective order to restrict debtors' use of any confidential information or trade secrets;

(3) debtors' failure to specify in request for production of documents that any documents produced should be in native format left defendants free to respond to debtors' requests by producing documents in any usable form;

(4) document production request could not be used to shift burden of researching public information from debtors to debt collectors;

(5) debtors were entitled to production of "[a]ll documents or electronically stored information that explain or describe any code or abbreviation in any documents produced in response to plaintiffs' requests for production of documents";

(6) debtors would not be allowed to file supplemental complaint; and

[13] Trevino v. Caliber Home Loans (In re Trevino), 564 B.R. 890 (Bankr. S.D. Tex. 2017).

(7) the hearing could not be reopened on "newly discovered evidence" theory to allow defendants to submit evidence that did not exist prior to hearing. Additionally, it should be remembered as noted in paragraphs one through twenty-three that almost every line written by Michael Weems is half-truths written under the guise that it came from SLS. Additionally, the Motion to Stay was not based on anything within Rule 59.

31. This is but one of over fifteen examples where, if Mullin had read the pleadings and the actual rulings and law, he could not have been swayed against Burch unless his disdain for Burch is rooted in something else.

32. It would take hundreds of pages to go through all the actions of Mullin against Burch. But rather than do that, I will skip to the last few weeks as an example of what Mullin has done to Burch.

33. On April 20, 2020 Mullin issued an order granting Trustees IRS payment. Burch appealed the Order on the same day based on the law as stated in the Trustee Handbook from the Department of Justice. In an effort to stop the appeal, Judge Mullin certified the Motion for authority to pay the IRS as a frivolous action and therefore could not be appealed in forma pauperis. Burch did not file the motion and his appeal was based entirely on the DOJ's Trustee's Handbook. Mullin even put unrelated cases together and said they had the issues. **(EXHIBIT M)** This is but another example of bias.

34. On Thursday, May 21, 2020 Burch appealed case number 19-4106 William Paul Burch v Chase Bank of Texas, N. A. **(EXHIBIT N)** (Appeal Case Number 20-cv-524-O) (currently Fifth Circuit Case number 20-10651). On May 27, 2020 Freedom Mortgage

Corp filed as Defendant, Freedom Mortgage Corp.'s Motion to designate Plaintiff a vexatious litigant and application for Pre-filing injunction. **(EXHIBIT O)** This was styled as William Paul Burch and Juanita Burch v Chase Bank of Texas, N.A. While discussing another issue, Burch asked the Court Clerk about how Freedom Mortgage could have filed into that case. The clerk looked at the docket **(EXHIBIT P)** and could not find where Freedom had joined in the case. Nor was it in the District Case. **(EXHIBIT Q)** Further, the case had been removed from the court a week before. Also, there are no cases in the Bankruptcy Court with either Chase or Freedom. Finally, there are no cases in any court styled William Paul Burch and Juanita Burch v Chase Bank of Texas, N. A. Burch objected on June 17, 2020 **(EXHIBIT R)** stating that Freedom had no standing to file its motion because Freedom was not a party to the case that Freedom filed under and that the case had been appealed to the District Court by the time of the filing. Further, Freedom did not even notify Chase Bank N. A. that it had filed the motion. The Court had no jurisdiction to hear this case. Nevertheless, in a show of contempt for the law, Mullin set a hearing for July 7, 2020. **(EXHIBIT)** This was a show of support for a creditor who was not even in his court.

35. On May 28, 2020 the attorney for the Trustee, Shriro, and Burch discussed by email closing the case. They could not reach a full agreement

36. On May 29, 2020 Trustee filed her Applications for compensation for the law firm of Sanger & Levick and the accounting firm of Lain, Faulkner & Co. (DK#799) A hearing was set for June 23, 2020.

37. Burch had several potential witnesses that he wanted to call for the hearing and put in a motion to delay the hearing, giving him time to get the witnesses set up. Additional time was needed. This request was denied.(DK#804)

38. At the hearing, Michelle Shriro (Shriro), the attorney with Sanger & Levick and the Trustee, opened the hearing. When Burch attempted to give an opening statement, Mullin shut him up. Now, thirteen days later, the judge still has not signed an order so that Burch can appeal. It has the appearance of an ex parte communication with the Trustee, Shriro, and/or Freedom. **(EXHIBIT-transcript ordered but not delivered yet)**

39. To be clear the Vexatious Litigant Motion has been filed in a case where the Court does not have jurisdiction.

A. The bankruptcy Court is not an Article III Court, so it does not have jurisdiction to hear the case.

B. Freedom Mortgage does not have Article III standing because they are not a joinder in the lawsuit in which they filed their Motion for Vexatious Litigant.

CONCLUSION

40. ***In 1994, the U.S. Supreme Court held that "Disqualification is required if an objective observer would entertain reasonable questions about the judge's impartiality.*** If a

judge's attitude or state of mind leads a detached observer to conclude that a fair and impartial hearing is unlikely, the judge must be disqualified." [Emphasis added][14].

41. ***Courts have repeatedly held that positive proof of the partiality of a judge is not a requirement, only the appearance of partiality.***[15] (what matters is not the reality of bias or prejudice but its appearance);[16] "is directed against the appearance of partiality, whether or not the judge is actually biased.") ("Section 455(a) of the Judicial Code, 28 U.S.C. §455(a), is not intended to protect litigants from actual bias in their judge but rather to promote public confidence in the impartiality of the judicial process.").

42. That Court also stated that Section 455(a) "requires a judge to recuse himself in any proceeding in which her impartiality might reasonably be questioned." [17]the Court stated that "It is important that the litigant not only actually receive justice, but that he believes that he has received justice."

43. ***"Recusal under Section 455 is self-executing; a party need not file affidavits in support of recusal and the judge is obligated to recuse herself*** sua sponte under the stated circumstances.[18]"

---

[14] Liteky v. U.S., 114 S.Ct. 1147, 1162 (1994).
[15] Liljeberg v. Health Services Acquisition Corp., 486 U.S. 847, 108 S.Ct. 2194 (1988)
[16] United States v. Balistrieri, 779 F.2d 1191 (7th Cir. 1985) (Section 455(a)
[17] Taylor v. O'Grady, 888 F.2d 1189 (7th Cir. 1989). In Pfizer Inc. v. Lord, 456 F.2d 532 (8th Cir. 1972),
[18] Taylor v. O'Grady, 888 F.2d 1189 (7th Cir. 1989).

44. Further, ***the judge has a legal duty to disqualify himself even if there is no motion asking for his disqualification.*** The Seventh Circuit Court of Appeals further stated that "We think that this language [455(a)] imposes a duty on the judge to act sua sponte, even if no motion or affidavit is filed." [19]

45. Judges do not have discretion not to disqualify themselves. By law, they are bound to follow the law. Should a judge not disqualify himself as required by law, then the judge has given another example of his "appearance of partiality" which, possibly, further disqualifies the judge. Should another judge not accept the disqualification of the judge, then the second judge has evidenced an "appearance of partiality" and has possibly disqualified himself/herself. None of the orders issued by any judge who has been disqualified by law would appear to be valid. It would appear that they are void as a matter of law and are of no legal force or effect.

46. ***Should a judge not disqualify himself, then the judge is violation of the Due Process Clause of the U.S. Constitution[20].*** ("The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.").

47. ***Should a judge issue any order after he has been disqualified by law, and if the party has been denied of any of his / her property, then the judge may have been engaged in the Federal Crime of "interference with interstate commerce***". **The judge has acted in the judge's personal capacity and not in the judge's judicial capacity.** It has been said

[19] Balistrieri, at 1202.
[20] United States v. Sciuto, 521 F.2d 842, 845 (7th Cir. 1996)

that this judge, acting in this manner, has no more lawful authority than someone's next-door neighbor (provided that he is not a judge).

48. The Supreme Court has also held that if a judge wars against the Constitution, or if he acts without jurisdiction, he has engaged in treason to the Constitution. ***If a judge acts after he has been automatically disqualified by law, then he is acting without jurisdiction,*** and that suggest that he is then engaging in criminal acts of treason, and may be engaged in extortion and the interference with interstate commerce.

49. ***Judges have no immunity for their criminal acts.*** Since both treason and the interference with interstate commerce are criminal acts, no judge has immunity to engage in such acts.

SUMMARY OF JUDGE MULLIN TRANSGRESSIONS

(1). Improperly certifying over twenty cases as frivolous when Burch appealed his decision in an attempt to prevent Burch from pursuing justice.

(2). Taking jurisdiction when it was not allowed

(3). Altering laws by leaving out the ending that takes jurisdiction away from Mullin. (Legislating from the bench)

(4). Proceeds in cases where he does not have subject matter jurisdiction.

(5). Accepting cases that did not meet the simplest of requirements for removal from state court.

(6). Refusing to remand cases just so that he can rule against Debtor

(7). Bias in favor of the Creditors and the Trustee.

(8). Accepting untruths and rewrites from a creditors lawyer and then ruling against the Debtor.

(9). Not compelling discovery when asked to do so.

(10). Allowing Trustees lawyer to give an Opening statement while not allowing Debtor

(11). Possible ex parte communication with Freedom Mortgage's representative and either the Trustee or her lawyer.

(12). Allowing a company without standing to file into a case that had been removed from the court on appeal.

(13). As a Bankruptcy Judge, Mullin totally disregarded to Bankruptcy laws by not following the Department of Justice Handbook for Trustees on taxes.

(14). Accepting a filing on Vexatious Litigant against a person who has no cases before the Court. Juanita is in no cases currently before the court.

(15). Refusing to give Burch requested additional time to bring together his witnesses for a hearing during a pandemic.

(16). In a show of bias, Mullin granted standing to Freedom Mortgage in their Motion to declare Burch a Vexatious Litigant when Freedom had no cases pending in the court and the case they filed into was already removed through appeal to a District Court.

(17). Failure to allow Burch due process as allowed under the Constitution over twenty times.

(18.) Failure to allow Burch time for witnesses to be set up due to the special requirements sue to the pandemic.

PRAYER

28 U.S. Code § 455 (a) Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned.

28 U.S. Code § 455 (b)(1) He shall also disqualify himself Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the *proceeding;*

50. Judge Mark X. Mullin must recuse himself from this case immediately. Should Judge Mullin not recuse himself on his own volition, then he should be recused by a Court on Appeal.

Dated: July 6, 2019

Respectfully submitted,

William P. Burch-Pro Se
P. O. Box 201236
Arlington, Texas 76006
817-919-4853
billburch@worldcrestauctions.com

APPENDIX M

The following constitutes the ruling of the court and has the force and effect therein described.

Signed July 10, 2020

Mark X. Mullin
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:	§	
	§	CASE NO. 12-46959-MXM
WILLIAM PAUL BURCH,	§	
	§	CHAPTER 7
DEBTOR.	§	

ORDER (A) DESIGNATING WILLIAM PAUL BURCH AS A VEXATIOUS LITIGANT, AND (B) GRANTING RELATED RELIEF

On July 7, 2020, the Court held a hearing on its *Order to Show Cause Regarding (A) Potential Designation of William Paul Burch as a Vexatious Litigant, and (B) Granting Related Relief* (the "***Show-Cause Order***").[1] At the hearing, the Court noted that this Order would contain an exhibit with a summary of the various motions, pleadings, and appeals filed by William Paul Burch (the "***Debtor***") since the conversion of his Chapter 11 case to Chapter 7 that have been

[1] ECF No. 800.

denied or dismissed. **Exhibit A** to this Order contains that summary. In addition, the Court notes that it warned the Debtor over a year ago that he needed to stop his abusive practice of filing more lawsuits premised in whole or in part on baseless allegations, including that various lenders' liens were somehow invalidated in the Debtor's 2008 Bankruptcy Case[2] or 2012 Bankruptcy Case:[3]

> THE COURT: We've relitigated – we've litigated these issues multiple times. You're going back to 2008. You're going back to 2009. You're going back to 2010.
>
> You filed two bankruptcies, and you filed two Chapter 11s. Both of those have been confirmed, one in this court, that you filed in 2015. Those issues were all dealt with in your plan of reorganization.
>
> The problem that you have is that you failed to comply with your plan of reorganization. All the liens and claims were deemed final and valid when that plan was confirmed. That was your plan.
>
> And now to go back and try to say that there weren't any liens, that's just contrary to the positions you took in front of this court, that you took with several different attorneys in this court.
>
> And it's becoming a little bit offensive that you keep going back. This is -- I don't know how many times we've gone through this drill. And I'm trying to be patient with you. I know now you're not represented by a lawyer, so I'm trying to give you the due opportunity to voice your positions, which I have, not only in these adversary proceedings, in other adversary proceedings, and in your main bankruptcy case.
>
> All of these issues have been litigated, time and time again, and you've lost in your underlying bankruptcy case, in now three different adversary proceedings,[4] and when you lose, you continue to go back and file new lawsuits in state court, which frankly, is a bit offensive.
>
> But I'm giving you your opportunity to make your case. But if you're going to sit here and take up more time going through these same issues that we've been through time and time again, going back to 2008, 2009, 2010, all of that is irrelevant.

---

[2] *See* Case No. 08-45761-RFN-11 (the "***2008 Bankruptcy Case***").

[3] *See* Case No. 12-456959 (the "***2012 Bankruptcy Case***").

[4] The Debtor is now up to 19 lawsuits.

Your plan -- your plan, the one that you filed, the one you signed, the one you said you were going to comply with, you didn't comply with that. That's why the Court converted your case to Chapter 7 ultimately, after giving you months of opportunity -- many, many opportunities. That's why the lenders filed motions to lift the stay, because it was the liens that were provided in the plan that you filed that they were seeking to foreclose.

You lost that issue. You had a right to appeal those issues. You've appealed many of those issues, and you've lost on those appeals.

Now you're bringing new lawsuits, making allegations that Mr. Weems, Mr. Stout, have committed fraud on this court. And there's not one shred of evidence -- I understand why Mr. Stout's upset. I understand why Mr. Weems is upset. Those are very, very, very serious allegations that you've made, and they're baseless.

I've given you your opportunity. You've appealed me. That's fine. You have an absolute right to do that. I'm – I make mistakes too, and that's what appeal courts are for. And you've had the opportunity to appeal the conversion of your case, which you did, and which you've lost. You've had your opportunity to appeal the lift of the stay. You've had your opportunity to have me removed from this case. You've had those opportunities. And I'm not giving you any impediments whatsoever.

I've also allowed you to reduce your filing fees on appeal, which I didn't have to approve. But I did, to give you your day in court, because you are a pro se litigant. And I feel badly for you as an individual. I know this is difficult. I know that you've lost your vehicle. I know that you're losing potentially your house, if you haven't already. I know you've lost a lot of your business.

I thoroughly understand it and I empathize and I feel badly for you, as I do many, many other people that appear before me. But to continue making these allegations that are completely baseless, at some point enough is enough, because these gentlemen and their clients have to continue to pay them to come and relitigate these exact same issues over and over and over again. And it's got to stop.

I'll let you continue to make your record, but if you're going to go back to facts that were prior to your plan of reorganization, again, that you filed, that this Court confirmed in 2015 or 2016, and one that you failed to comply with, even though the Court gave you additional time, as did many of the lenders gave you additional time, at some point enough is enough, and that's why the case was converted. That's why the stay was lifted.

> It wasn't because of misrepresentations by Mr. Stout. It wasn't because of misrepresentations by Mr. Weems. It was because you didn't comply with the plan of reorganization that you filed. That's the bottom line.
>
> And you have your right to continue to pursue your rights through appeals, which you have been, and that's fine. But now you're going back, after you've lost, now you're filing new lawsuits in state court which get removed here, which under the Bankruptcy Rules, they can do, which they have done. But at some point enough is enough.
>
> And I don't know how much more you're going to continue to try to recycle this, but eventually, even on pro se litigants, the courts have to take action to prevent abuse, because it's getting to be very abusive on your part.
>
> So I'll let you finish, but you've gone on for about fifteen minutes about these exact same issues, which frankly, you're barred by res judicata, you don't own the claims anymore, because they're property of your bankruptcy estate controlled by the Chapter 7 trustee. That's -- those are my rulings that you've appealed in the past, which you have a right to do.
>
> But then you go back and sue these parties again, at some point, I understand why the lawyers and the law firms are not happy having their names listed in lawsuits that are frankly frivolous on their face. At least that's been my rulings in the past, which you've appealed and which you've lost.
>
> All right. You may continue, but I would hope – I want you to not go back and try to reargue those facts again.[5]

For the reasons stated on the record at the hearing (which are incorporated herein by reference), as supplemented above, and pursuant to 28 U.S.C. § 1651(a), § 105(a) of the Bankruptcy Code, and the Court's inherent power, the Court designates the Debtor as a vexatious litigant and sanctions the Debtor by restricting his ability to file future lawsuits, motions, pleadings, or other requests for affirmative relief in any federal trial court, or Texas state or local trial court, against any party involving personal or real property that was included in the Debtor's 2008 Bankruptcy Case or 2012 Bankruptcy Case (the "***Restricted Subject Matter***") without first securing this Court's prior written authorization to do so. This Order clarifies the procedures the

[5] Adv. No. 18-4172, ECF No. 144, 5/21/19 Tr. at 34-39.

Debtor must follow if he chooses to file future lawsuits, motions, pleadings, or other requests for affirmative relief relating to the Restricted Subject Matter.

If the Debtor wants to file any lawsuit (whether called a petition, complaint, or other title), motion, pleading, or other request for affirmative relief (a "***Proposed Filing***") in a state or local trial court or federal trial court[6] seeking affirmative relief against any party with respect to the Restricted Subject Matter, the Debtor must first seek written permission from this Court to do so. To seek written permission from the Court, the Debtor shall file in this bankruptcy case a "Request for Proposed Filing" using the following caption and heading:

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:	§	
	§	CASE NO. 12-46959-MXM
WILLIAM PAUL BURCH,	§	
	§	CHAPTER 7
DEBTOR.	§	

REQUEST FOR PROPOSED FILING
[INSERT NAME OF PROPOSED FILING]

[6] Federal trial court includes any bankruptcy court or federal district court.

Each Request for Proposed Filing shall contain a plain and concise explanation of the Proposed Filing, the applicable court where the Debtor intends to file the Proposed Filing, and the Debtor's justification for the Proposed Filing. Each Request for Proposed Filing must contain, as an exhibit, a copy of the Proposed Filing as such document would be filed by the Debtor. Each Request for Proposed Filing shall also contain a certificate of service that reflects service of the Request for Proposed Filing (including all exhibits) on any person who would be affected by the Proposed Filing.

Any interested party may—but is not required to—file a response to a Request for Proposed Filing within twenty-one days after the Debtor files the Request for Proposed Filing with the Court. The Court will rule on each Request for Proposed Filing after the expiration of the twenty-one-day response period.

This Order does not restrict the Debtor's ability to file responsive documents to motions or affirmative requests for relief filed by other persons. For example, if a party in a pending Adversary Proceeding files a motion to dismiss a Debtor's complaint under Federal Civil Rule 12(b)(6), the Debtor does not need Court permission to file a response to such motion.

If the Debtor fails to comply with this Order, the Court will consider awarding monetary and nonmonetary sanctions against the Debtor.

It is **SO ORDERED**.

End of Order

APPENDIX N

EXHIBIT A-1

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

IN RE: WILLIAM PAUL BURCH, DEBTOR	§	
	§	
	§	
	§	**CASE NO. 12-46959-MXM**
	§	
	§	

MOTION TO RECUSE AND CHANGE VENUE

Pursuant to 28 USC §144. Debtor files this motion to recuse Judge Mark X. Mullin for bias and change of venue to the Dallas Division. Whenever a party to any proceeding in a district court makes and files a timely and sufficient affidavit that the judge before whom the matter is pending has a personal bias or prejudice either against him or in favor of any adverse party, such **judge shall proceed no further therein, but another judge shall be assigned to hear such proceeding.** This motion includes the main case, 12-46959-mxm, as well as all related adversary cases, both open and closed. Section 144 requires that where an affidavit of personal bias or prejudice is filed, the trial judge must cease to act in the case and proceed to determine the legal sufficiency of the affidavit. Bell v. Chandler,569 F.2d556,559(10th Cir.1978).

Under 28 U.S. Code § 1404 Debtor moves for a change of venue in the interest of justice to the Dallas Division in the Northern District of Texas. A retired or senior judge should hear this case.

Upon the theory that Justice delayed is Justice denied, pursuant to 28 USC Sections 144 or such other provisions as may be applicable, and for the reasons more specifically set forth in the accompanying memorandum in support of this motion, debtor hereby moves this honorable Court to remove himself from further proceedings in this case under the "reasonable man" standard. United States v. Fiat of North America, Inc., DCDC 512 F. Supp. 247 (1981); Parliament Insurance Co. v. Hanson, C.A. 5 Fla., 676 F.2d 1069 (1982).

Pursuant to the provisions of 28 USC 144 an Affidavit of Good Faith is also included.

EXHIBIT A-1

Respectfully submitted this 10th day of December 2020.

William P. Burch-Pro Se
5947 Waterford Dr.
Grand Prairie, Texas 75052
817-919-4853
billburch@worldcrestauctions.com

CERTIFICATE OF SERVICE

I hereby certify that, on December 10, 2020 I served copies of the foregoing Motion to Recuse, and an Affidavit of bias of Judge Mullin, pursuant to 28 USC 144 upon the office of Chief Judge Harlin D. Hale, Earle Cabell Federal Building, 1100 Commerce St., Rm. 1254, Dallas, TX 75242-1496

William P. Burch-Pro Se

APPENDIX O

Texas Business and Commerce Code Title 3 Insolvency, Fraudulent Transfers, and Fraud, Chapter 26 Statute of frauds (TBCC)

Sec. 26.01. PROMISE OR AGREEMENT MUST BE IN WRITING.

(a) A promise or agreement described in Subsection (b) of this section is not enforceable unless the promise or agreement, or a memorandum of it, is

(1) in writing; and

(2) signed by the person to be charged with the promise or agreement or by someone lawfully authorized to sign for him.

(b) Subsection (a) of this section applies to:

(1) a promise by an executor or administrator to answer out of his own estate for any debt or damage due from his testator or intestate;

(2) a promise by one person to answer for the debt, default, or miscarriage of another person;

(3) an agreement made on consideration of marriage or on consideration of nonmarital conjugal cohabitation;

(4) a contract for the sale of real estate;

(5) a lease of real estate for a term longer than one year;

(6) an agreement which is not to be performed within one year from the date of making the agreement;

(7) a promise or agreement to pay a commission for the sale or purchase of:

(A) an oil or gas mining lease;

(B) an oil or gas royalty;

(C) minerals; or

(D) a mineral interest; and

(8) an agreement, promise, contract, or warranty of cure relating to medical care or results thereof made by a physician or health care

provider as defined in Section 74.001, Civil Practice and Remedies Code. This section shall not apply to pharmacists.

TBCC Section 26.02 provides:

Sec. 26.02. LOAN AGREEMENT MUST BE IN WRITING.

(a) In this section:

(1) "Financial institution" means a state or federally chartered bank, savings bank, savings and loan association, or credit union, a holding company, subsidiary, or affiliate of such an institution, or a lender approved by the United States Secretary of Housing and Urban Development for participation in a mortgage insurance program under the National Housing Act (12 U.S.C. Section 1701 et seq.).

(2) "Loan agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or another thing of value or to otherwise extend credit or make a financial accommodation. The term does not include a promise, promissory note, agreement, undertaking, document, or commitment relating to:

(A) a credit card or charge card; or

(B) an open-end account, as that term is defined by Section 301.002, Finance Code, intended or used primarily for personal, family, or household use.

(b) A loan agreement in which the amount involved in the loan agreement exceeds $50,000 in value is not enforceable unless the agreement is in writing and signed by the party to be bound or by that party's authorized representative.

(c) The rights and obligations of the parties to an agreement subject to Subsection (b) of this section shall be determined solely from the written loan agreement, and any prior oral agreements between the parties are superseded by and merged into the loan agreement.

(d) An agreement subject to Subsection (b) of this section may not be varied by any oral agreements or discussions that occur before or contemporaneously with the execution of the agreement.

(e) In a loan agreement subject to Subsection (b) of this section, the financial institution shall give notice to the debtor or obligor of the provisions of Subsections (b) and (c) of this section. The notice must be in a separate document signed by the debtor or obligor or incorporated into one or more of the documents constituting the loan agreement. The notice must be in type that is boldface, capitalized, underlined, or otherwise set out from surrounding written material so as to be conspicuous. The notice must state substantially the following:

"This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

"There are no unwritten oral agreements between the parties.

_____ _____

"Debtor or Obligor Financial Institution"

(f) If the notice required by Subsection (e) of this section is not given on or before execution of the loan agreement or is not conspicuous, this section does not apply to the loan agreement, but the validity and enforceability of the loan agreement and the rights and obligations of the parties are not impaired or affected.

(g) All financial institutions shall conspicuously post notices that inform borrowers of the provisions of this section. The notices shall be located in such a manner and in places in the institutions so as to fully inform borrowers of the provisions of this section. The Finance Commission of Texas shall prescribe the language of the notice.

APPENDIX P

CIVIL PRACTICE AND REMEDIES CODE

TITLE 2. TRIAL, JUDGMENT, AND APPEAL

SUBTITLE A. GENERAL PROVISIONS

CHAPTER 11. VEXATIOUS LITIGANTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 11.001. DEFINITIONS. In this chapter:

(1) "Defendant" means a person or governmental entity against whom a plaintiff commences or maintains or seeks to commence or maintain a litigation.

(2) "Litigation" means a civil action commenced, maintained, or pending in any state or federal court.

(3) Repealed by Acts 2013, 83rd Leg., R.S., Ch. 1224, Sec. 10, eff. September 1, 2013.

(4) "Moving defendant" means a defendant who moves for an order under Section 11.051 determining that a plaintiff is a vexatious litigant and requesting security.

(5) "Plaintiff" means an individual who commences or maintains a litigation pro se.

Added by Acts 1997, 75th Leg., ch. 806, Sec. 1, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., 1st C.S., Ch. 3 (H.B. 79), Sec. 9.01, eff. January 1, 2012.

Acts 2013, 83rd Leg., R.S., Ch. 1224 (S.B. 1630), Sec. 1, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1224 (S.B. 1630), Sec. 10, eff. September 1, 2013.

Sec. 11.002. APPLICABILITY. (a) This chapter does not apply to an attorney licensed to practice law in this state unless the attorney proceeds pro se.

(b) This chapter does not apply to a municipal court.

Added by Acts 2013, 83rd Leg., R.S., Ch. 1224 (S.B. 1630), Sec. 2, eff. September 1, 2013.

SUBCHAPTER B. VEXATIOUS LITIGANTS

Sec. 11.051. MOTION FOR ORDER DETERMINING PLAINTIFF A VEXATIOUS LITIGANT AND REQUESTING SECURITY. In a litigation in this state, the defendant may, on or before the 90th day after the date the defendant files the original answer or makes a special appearance, move the court for an order:

(1) determining that the plaintiff is a vexatious litigant; and

(2) requiring the plaintiff to furnish security.

Added by Acts 1997, 75th Leg., ch. 806, Sec. 1, eff. Sept. 1, 1997.

Sec. 11.052. STAY OF PROCEEDINGS ON FILING OF MOTION. (a) On the filing of a motion under Section 11.051, the litigation is stayed and the moving defendant is not required to plead:

(1) if the motion is denied, before the 10th day after the date it is denied; or

(2) if the motion is granted, before the 10th day after the date the moving defendant receives written notice that the plaintiff has furnished the required security.

(b) On the filing of a motion under Section 11.051 on or after the date the trial starts, the litigation is stayed for a period the court determines.

Added by Acts 1997, 75th Leg., ch. 806, Sec. 1, eff. Sept. 1, 1997.

Sec. 11.053. HEARING. (a) On receipt of a motion under Section 11.051, the court shall, after notice to all parties, conduct a hearing to determine whether to grant the motion.

(b) The court may consider any evidence material to the ground of the motion, including:

(1) written or oral evidence; and

(2) evidence presented by witnesses or by affidavit.

Added by Acts 1997, 75th Leg., ch. 806, Sec. 1, eff. Sept. 1, 1997.

Sec. 11.054. CRITERIA FOR FINDING PLAINTIFF A VEXATIOUS LITIGANT. A court may find a plaintiff a vexatious litigant if the defendant shows that there is not a reasonable probability that the plaintiff will prevail in the litigation against the defendant and that:

(1) the plaintiff, in the seven-year period immediately preceding the date the defendant makes the motion under Section 11.051, has commenced, prosecuted, or maintained at least five litigations as a pro se litigant other than in a small claims court that have been:

(A) finally determined adversely to the plaintiff;

(B) permitted to remain pending at least two years without having been brought to trial or hearing; or

(C) determined by a trial or appellate court to be frivolous or groundless under state or federal laws or rules of procedure;

(2) after a litigation has been finally determined against the plaintiff, the plaintiff repeatedly relitigates or attempts to relitigate, pro se, either:

(A) the validity of the determination against the same defendant as to whom the litigation was finally determined; or

(B) the cause of action, claim, controversy, or any of the issues of fact or law determined or concluded by the

final determination against the same defendant as to whom the litigation was finally determined; or

(3) the plaintiff has previously been declared to be a vexatious litigant by a state or federal court in an action or proceeding based on the same or substantially similar facts, transition, or occurrence.

Added by Acts 1997, 75th Leg., ch. 806, Sec. 1, eff. Sept. 1, 1997.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1224 (S.B. 1630), Sec. 3, eff. September 1, 2013.

Sec. 11.055. SECURITY. (a) A court shall order the plaintiff to furnish security for the benefit of the moving defendant if the court, after hearing the evidence on the motion, determines that the plaintiff is a vexatious litigant.

(b) The court in its discretion shall determine the date by which the security must be furnished.

(c) The court shall provide that the security is an undertaking by the plaintiff to assure payment to the moving defendant of the moving defendant's reasonable expenses incurred in or in connection with a litigation commenced, caused to be commenced, maintained, or caused to be maintained by the plaintiff, including costs and attorney's fees.

Added by Acts 1997, 75th Leg., ch. 806, Sec. 1, eff. Sept. 1, 1997.

Sec. 11.056. DISMISSAL FOR FAILURE TO FURNISH SECURITY. The court shall dismiss a litigation as to a moving defendant if a plaintiff ordered to furnish security does not furnish the security within the time set by the order.

Added by Acts 1997, 75th Leg., ch. 806, Sec. 1, eff. Sept. 1, 1997.

Sec. 11.057. DISMISSAL ON THE MERITS. If the litigation is dismissed on its merits, the moving defendant has recourse to the security furnished by the plaintiff in an amount determined by the court.

Added by Acts 1997, 75th Leg., ch. 806, Sec. 1, eff. Sept. 1, 1997.

SUBCHAPTER C. PROHIBITING FILING OF NEW LITIGATION

Sec. 11.101. PREFILING ORDER; CONTEMPT. (a) A court may, on its own motion or the motion of any party, enter an order prohibiting a person from filing, pro se, a new litigation in a court to which the order applies under this section without permission of the appropriate local administrative judge described by Section 11.102(a) to file the litigation if the court finds, after notice and hearing as provided by Subchapter B, that the person is a vexatious litigant.

(b) A person who disobeys an order under Subsection (a) is subject to contempt of court.

(c) A litigant may appeal from a prefiling order entered under Subsection (a) designating the person a vexatious litigant.

(d) A prefiling order entered under Subsection (a) by a justice or constitutional county court applies only to the court that entered the order.

(e) A prefiling order entered under Subsection (a) by a district or statutory county court applies to each court in this state.

Added by Acts 1997, 75th Leg., ch. 806, Sec. 1, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., 1st C.S., Ch. 3 (H.B. 79), Sec. 9.02, eff. January 1, 2012.

Acts 2013, 83rd Leg., R.S., Ch. 1224 (S.B. 1630), Sec. 4, eff. September 1, 2013.

Sec. 11.102. PERMISSION BY LOCAL ADMINISTRATIVE JUDGE. (a) A vexatious litigant subject to a prefiling order under Section 11.101 is prohibited from filing, pro se, new litigation in a court to which the order applies without seeking the permission of:

(1) the local administrative judge of the type of court in which the vexatious litigant intends to file, except as provided by Subdivision (2); or

(2) the local administrative district judge of the county in which the vexatious litigant intends to file if the litigant intends to file in a justice or constitutional county court.

(b) A vexatious litigant subject to a prefiling order under Section 11.101 who files a request seeking permission to file a litigation shall provide a copy of the request to all defendants named in the proposed litigation.

(c) The appropriate local administrative judge described by Subsection (a) may make a determination on the request with or without a hearing. If the judge determines that a hearing is necessary, the judge may require that the vexatious litigant filing a request under Subsection (b) provide notice of the hearing to all defendants named in the proposed litigation.

(d) The appropriate local administrative judge described by Subsection (a) may grant permission to a vexatious litigant subject to a prefiling order under Section 11.101 to file a litigation only if it appears to the judge that the litigation:

(1) has merit; and

(2) has not been filed for the purposes of harassment or delay.

(e) The appropriate local administrative judge described by Subsection (a) may condition permission on the furnishing of

security for the benefit of the defendant as provided in Subchapter B.

(f) A decision of the appropriate local administrative judge described by Subsection (a) denying a litigant permission to file a litigation under Subsection (d), or conditioning permission to file a litigation on the furnishing of security under Subsection (e), is not grounds for appeal, except that the litigant may apply for a writ of mandamus with the court of appeals not later than the 30th day after the date of the decision. The denial of a writ of mandamus by the court of appeals is not grounds for appeal to the supreme court or court of criminal appeals.

Added by Acts 1997, 75th Leg., ch. 806, Sec. 1, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., 1st C.S., Ch. 3 (H.B. 79), Sec. 9.03, eff. January 1, 2012.

Acts 2013, 83rd Leg., R.S., Ch. 1224 (S.B. 1630), Sec. 5, eff. September 1, 2013.

Sec. 11.103. DUTIES OF CLERK. (a) Except as provided by Subsection (d), a clerk of a court may not file a litigation, original proceeding, appeal, or other claim presented, pro se, by a vexatious litigant subject to a prefiling order under Section 11.101 unless the litigant obtains an order from the appropriate local administrative judge described by Section 11.102(a) permitting the filing.

(b) Repealed by Acts 2013, 83rd Leg., R.S., Ch. 1224, Sec. 10, eff. September 1, 2013.

(c) If the appropriate local administrative judge described by Section 11.102(a) issues an order permitting the filing of the litigation, the litigation remains stayed and the defendant need not plead until the 10th day after the date the defendant is served with a copy of the order.

(d) A clerk of a court of appeals may file an appeal from a prefiling order entered under Section 11.101 designating a person a vexatious litigant or a timely filed writ of mandamus under Section 11.102.

Added by Acts 1997, 75th Leg., ch. 806, Sec. 1, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., 1st C.S., Ch. 3 (H.B. 79), Sec. 9.04, eff. January 1, 2012.

Acts 2013, 83rd Leg., R.S., Ch. 1224 (S.B. 1630), Sec. 6, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1224 (S.B. 1630), Sec. 7, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1224 (S.B. 1630), Sec. 10, eff. September 1, 2013.

Sec. 11.1035. MISTAKEN FILING. (a) If the clerk mistakenly files litigation presented, pro se, by a vexatious litigant subject to a prefiling order under Section 11.101 without an order from the appropriate local administrative judge described by Section 11.102(a), any party may file with the clerk and serve on the plaintiff and the other parties to the litigation a notice stating that the plaintiff is a vexatious litigant required to obtain permission under Section 11.102 to file litigation.

(b) Not later than the next business day after the date the clerk receives notice that a vexatious litigant subject to a prefiling order under Section 11.101 has filed, pro se, litigation without obtaining an order from the appropriate local administrative judge described by Section 11.102(a), the clerk shall notify the court that the litigation was mistakenly filed. On receiving notice from the clerk, the court shall immediately stay the litigation and shall dismiss the litigation unless the plaintiff, not later than the 10th day after the date the notice is filed, obtains an order from the appropriate local

administrative judge described by Section 11.102(a) permitting the filing of the litigation.

(c) An order dismissing litigation that was mistakenly filed by a clerk may not be appealed.

Added by Acts 2013, 83rd Leg., R.S., Ch. 1224 (S.B. 1630), Sec. 8, eff. September 1, 2013.

Sec. 11.104. NOTICE TO OFFICE OF COURT ADMINISTRATION; DISSEMINATION OF LIST. (a) A clerk of a court shall provide the Office of Court Administration of the Texas Judicial System a copy of any prefiling order issued under Section 11.101 not later than the 30th day after the date the prefiling order is signed.

(b) The Office of Court Administration of the Texas Judicial System shall post on the agency's Internet website a list of vexatious litigants subject to prefiling orders under Section 11.101. On request of a person designated a vexatious litigant, the list shall indicate whether the person designated a vexatious litigant has filed an appeal of that designation.

(c) The Office of Court Administration of the Texas Judicial System may not remove the name of a vexatious litigant subject to a prefiling order under Section 11.101 from the agency's Internet website unless the office receives a written order from the court that entered the prefiling order or from an appellate court. An order of removal affects only a prefiling order entered under Section 11.101 by the same court. A court of appeals decision reversing a prefiling order entered under Section 11.101 affects only the validity of an order entered by the reversed court.

Added by Acts 1997, 75th Leg., ch. 806, Sec. 1, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., 1st C.S., Ch. 3 (H.B. 79), Sec. 9.05, eff. January 1, 2012.

Acts 2013, 83rd Leg., R.S., Ch. 1224 (S.B. 1630), Sec. 9, eff. September 1, 2013.

APPENDIX Q

TBCC 3.501

Sec. 3.501. PRESENTMENT.

(a) "Presentment" means a demand made by or on behalf of a person entitled to enforce an instrument to:

(1) pay the instrument made to the drawee or a party obliged to pay the instrument or, in the case of a note or accepted draft payable at a bank, to the bank; or

(2) accept a draft made to the drawee.

(b) The following rules are subject to Chapter 4, agreement of the parties, and clearing-house rules and the like:

(1) Presentment may be made at the place of payment of the instrument and must be made at the place of payment if the instrument is payable at a bank in the United States. Presentment may be made by any commercially reasonable means, including an oral, written, or electronic communication. Presentment is effective:

(A) when the demand for payment or acceptance is received by the person to whom presentment is made; and

(B) if made to any one of two or more makers, acceptors, drawees, or other payors.

(2) On demand of the person to whom presentment is made, the person making presentment must:

(A) exhibit the instrument;

(B) give reasonable identification and, if presentment is made on behalf of another person, reasonable evidence of authority to do so; and

(C) sign a receipt on the instrument for any payment made or surrender the instrument if full payment is made.

(3) Without dishonoring the instrument, the party to whom presentment is made may:

(A) return the instrument for lack of a necessary indorsement; or

(B) refuse payment or acceptance for failure of the presentment to comply with the terms of the instrument, an agreement of the parties, or other applicable law or rule.

(4) The party to whom presentment is made may treat presentment as occurring on the next business day after the day of presentment if the party to whom presentment is made has established a cutoff hour not earlier than 2 p.m. for the receipt and processing of instruments presented for payment or acceptance and presentment is made after the cutoff hour

APPENDIX R

U.S. CONST FOURTEENTH AMENDMENT

Section 1.

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. 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 law; nor deny to any person within its jurisdiction the equal protection of the laws.

Section 2.

Representatives shall be apportioned among the several states according to their respective numbers, counting the whole number of persons in each state, excluding Indians not taxed. But when the right to vote at any election for the choice of electors for President and Vice President of the United States, Representatives in Congress, the executive and judicial officers of a state, or the members of the legislature thereof, is denied to any of the male inhabitants of such state, being twenty-one years of age, and citizens of the United States, or in any way abridged, except for participation in rebellion, or other crime, the basis of representation therein shall be reduced in the proportion which the number of such male citizens shall bear to the whole number of male citizens twenty-one years of age in such state.

Section 3.

No person shall be a Senator or Representative in Congress, or elector of President and Vice President, or hold any office, civil or military, under the United States, or under any state, who, having previously taken an oath, as a member of Congress, or as an officer of the United States, or as a member of any state legislature, or 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, or given aid or comfort to the enemies thereof. But Congress may by a vote of two-thirds of each House, remove such disability.

Section 4.

The validity of the public debt of the United States, authorized by law, including debts incurred for payment of pensions and bounties for services in suppressing insurrection or rebellion, shall not be questioned. But neither the United States nor any state shall assume or pay any debt or obligation incurred in aid of insurrection or rebellion against the United States, or any claim for the loss or emancipation of any slave; but all such debts, obligations and claims shall be held illegal and void.

Section 5.

The Congress shall have power to enforce, by appropriate legislation, the provisions of this article.

APPENDIX S

11 U.S. Code § 105

(a) The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

(b) Notwithstanding subsection (a) of this section, a court may not appoint a receiver in a case under this title.

(c) The ability of any district judge or other officer or employee of a district court to exercise any of the authority or responsibilities conferred upon the court under this title shall be determined by reference to the provisions relating to such judge, officer, or employee set forth in title 28. This subsection shall not be interpreted to exclude bankruptcy judges and other officers or employees appointed pursuant to chapter 6 of title 28 from its operation.

(d) The court, on its own motion or on the request of a party in interest—

(1) shall hold such status conferences as are necessary to further the expeditious and economical resolution of the case; and

(2) unless inconsistent with another provision of this title or with applicable Federal Rules of Bankruptcy Procedure, may issue an order at any such conference prescribing such limitations and conditions as the court deems appropriate to ensure that the case is handled expeditiously and economically, including an order that—

(A) sets the date by which the trustee must assume or reject an executory contract or unexpired lease; or

(B) in a case under chapter 11 of this title—

(i) sets a date by which the debtor, or trustee if one has been appointed, shall file a disclosure statement and plan;

(ii) sets a date by which the debtor, or trustee if one has been appointed, shall solicit acceptances of a plan;

(iii) sets the date by which a party in interest other than a debtor may file a plan;

(iv) sets a date by which a proponent of a plan, other than the debtor, shall solicit acceptances of such plan;

(v) fixes the scope and format of the notice to be provided regarding the hearing on approval of the disclosure statement; or

(vi) provides that the hearing on approval of the disclosure statement may be combined with the hearing on confirmation of the plan.

APPENDIX T

Rule 9027. Removal

(a) Notice of Removal.

(1) Where Filed; Form and Content. A notice of removal shall be filed with the clerk for the district and division within which is located the state or federal court where the civil action is pending. The notice shall be signed pursuant to Rule 9011 and contain a short and plain statement of the facts which entitle the party filing the notice to remove, contain a statement that upon removal of the claim or cause of action the party filing the notice does or does not consent to entry of final orders or judgment by the bankruptcy court, and be accompanied by a copy of all process and pleadings.

(2) Time for Filing; Civil Action Initiated Before Commencement of the Case Under the Code. If the claim or cause of action in a civil action is pending when a case under the Code is commenced, a notice of removal may be filed only within the longest of (A) 90 days after the order for relief in the case under the Code, (B) 30 days after entry of an order terminating a stay, if the claim or cause of action in a civil action has been stayed under §362 of the Code, or (C) 30 days after a trustee qualifies in a chapter 11 reorganization case but not later than 180 days after the order for relief.

(3) Time for filing; civil action initiated after commencement of the case under the Code. If a claim or cause of action is asserted in another court after the commencement of a case under the Code, a notice of removal may be filed with the clerk only within the shorter of (A) 30 days after receipt, through service or otherwise, of a copy of the initial pleading setting forth the claim or cause of action sought to be removed, or (B) 30 days after receipt of the summons if the initial pleading has been filed with the court but not served with the summons.

(b) Notice. Promptly after filing the notice of removal, the party filing the notice shall serve a copy of it on all parties to the removed claim or cause of action.

(c) Filing in Non-Bankruptcy Court. Promptly after filing the notice of removal, the party filing the notice shall file a copy of it with the clerk of the court from which the claim or cause of action is removed. Removal of the claim or cause of action is effected on such filing of a copy of the notice of removal. The parties shall proceed no further in that court unless and until the claim or cause of action is remanded.

(d) Remand. A motion for remand of the removed claim or cause of action shall be governed by Rule 9014 and served on the parties to the removed claim or cause of action.

(e) Procedure After Removal.

(1) After removal of a claim or cause of action to a district court the district court or, if the case under the Code has been referred to a bankruptcy judge of the district, the bankruptcy judge, may issue all necessary orders and process to bring before it all proper parties whether served by process issued by the court from which the claim or cause of action was removed or otherwise.

(2) The district court or, if the case under the Code has been referred to a bankruptcy judge of the district, the bankruptcy judge, may require the party filing the notice of removal to file with the clerk copies of all records and proceedings relating to the claim or cause of action in the court from which the claim or cause of action was removed.

(3) Any party who has filed a pleading in connection with the removed claim or cause of action, other than the party filing the notice of removal, shall file a statement that the party does or does not consent to entry of final orders or judgment by the bankruptcy court. A statement required by this paragraph shall be signed pursuant to Rule 9011 and shall be filed not later than 14 days after the filing of the notice of removal. Any party who files a statement pursuant to this paragraph shall mail a copy to every other party to the removed claim or cause of action.

(f) Process After Removal. If one or more of the defendants has not been served with process, the service has not been perfected prior to removal, or the process served proves to be defective, such process or service may be completed or new process issued pursuant to Part VII of these rules. This subdivision shall not deprive any defendant on whom process is served after removal of the defendant's right to move to remand the case.

(g) Applicability of Part VII. The rules of Part VII apply to a claim or cause of action removed to a district court from a federal or state court and govern procedure after removal. Repleading is not necessary unless the court so orders. In a removed action in which the defendant has not answered, the defendant shall answer or present the other defenses or objections available under the rules of Part VII within 21 days following the receipt through service or otherwise of a copy of the initial pleading setting forth the claim for relief on which the action or proceeding is based, or within 21 days following the service of summons on such initial pleading, or within seven days following the filing of the notice of removal, whichever period is longest.

(h) Record Supplied. When a party is entitled to copies of the records and proceedings in any civil action or proceeding in a federal or a state court, to be used in the removed civil action or proceeding, and the clerk of the federal or state court, on demand accompanied by payment or tender of the lawful fees, fails to deliver certified copies, the court may, on affidavit reciting the facts, direct such record to be supplied by affidavit or otherwise. Thereupon the proceedings, trial and judgment may be had in the court, and all process awarded, as if certified copies had been filed.

(i) Attachment or Sequestration; Securities. When a claim or cause of action is removed to a district court, any attachment or sequestration of property in the court from which the claim or cause of action was removed shall hold the property to answer the final judgment or decree in the same manner as the property would have been held to answer final judgment or decree had it been rendered by the court from which the claim or cause of action was removed. All bonds, undertakings, or security given by either party to the claim or cause of action prior to its removal shall remain valid and effectual notwithstanding such removal. All injunctions issued, orders entered, and other proceedings had prior to removal shall remain in full force and effect until dissolved or modified by the court.

COMMITTEE NOTES ON RULES—2016 AMENDMENT

Subdivisions (a)(1) and (e)(3) are amended to delete the requirement for a statement that the proceeding is core or non-core and to require in all removed actions a statement that the party does or does not consent to the entry of final orders or judgment by the bankruptcy court. Some proceedings that satisfy the statutory definition of core proceedings, 28 U.S.C. § 157(b)(2), may remain beyond the constitutional power of a bankruptcy judge to adjudicate finally. The amended rule calls for a statement regarding consent at the time of removal, whether or not a proceeding is termed non-core.

The party filing the notice of removal must include a statement regarding consent in the notice, and the other parties who have filed pleadings must respond in a separate statement filed within 14 days after removal. If a party to the removed claim or cause of action has not filed a pleading prior to removal, however, there is no need to file a separate statement under subdivision (e)(3), because a statement regarding consent must be included in a responsive pleading filed pursuant to Rule 7012(b). Rule 7016 governs the bankruptcy court's decision whether to hear and determine the proceeding, issue proposed findings of fact and conclusions of law, or take some other action in the proceeding.

APPENDIX U

28 U.S. Code § 455

Disqualification of justice, judge, or magistrate judge

(a) Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned.

(b) He shall also disqualify himself in the following circumstances:

(1) Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding.

(2) Where in private practice he served as lawyer in the matter in controversy, or a lawyer with whom he previously practiced law served during such association as a lawyer concerning the matter, or the judge or such lawyer has been a material witness concerning it.

(3) Where he has served in governmental employment and in such capacity participated as counsel, adviser or material witness concerning the proceeding or expressed an opinion concerning the merits of the particular case in controversy.

(4) He knows that he, individually or as a fiduciary, or his spouse or minor child residing in his household, has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that could be substantially affected by the outcome of the proceeding.

(5) He or his spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:

(i) Is a party to the proceeding, or an officer, director, or trustee of a party.

(ii) Is acting as a lawyer in the proceeding.

(iii) Is known by the judge to have an interest that could be substantially affected by the outcome of the proceeding.

(iv) Is to the judge's knowledge likely to be a material witness in the proceeding.

(c) A judge should inform himself about his personal and fiduciary financial interests and make a reasonable effort to inform himself about the personal financial interests of his spouse and minor children residing in his household.

(d) For the purposes of this section the following words or phrases shall have the meaning indicated:

(1) "proceeding" includes pretrial, trial, appellate review, or other stages of litigation.

(2) the degree of relationship is calculated according to the civil law system.

(3) "fiduciary," includes such relationships as executor, administrator, trustee, and guardian.

(4) "financial interest" means ownership of a legal or equitable interest, however small, or a relationship as director, adviser, or other active participant in the affairs of a party, except that:

(i) Ownership in a mutual or common investment fund that holds securities is not a "financial interest" in such securities unless the judge participates in the management of the fund.

(ii) An office in an educational, religious, charitable, fraternal, or civic organization is not a "financial interest" in securities held by the organization.

(iii) The proprietary interest of a policyholder in a mutual insurance company, of a depositor in a mutual savings association, or a similar proprietary interest, is a "financial interest" in the organization only if the outcome of the proceeding could substantially affect the value of the interest.

(iv) Ownership of government securities is a "financial interest" in the issuer only if the outcome of the proceeding could substantially affect the value of the securities.

(e) No justice, judge, or magistrate judge shall accept from the parties to the proceeding a waiver of any ground for disqualification enumerated in subsection (b). Where the ground for disqualification arises only under subsection (a), waiver may be accepted provided it is preceded by a full disclosure on the record of the basis for disqualification.

(f) Notwithstanding the preceding provisions of this section, if any justice, judge, magistrate judge, or bankruptcy judge to whom a matter has been assigned would be disqualified, after substantial judicial time has been devoted to the matter, because of the appearance or discovery, after the matter was assigned to him or her, that he or she individually or as a fiduciary, or his or her spouse or minor child residing in his or her household, has a financial interest in a party (other than an interest that could be substantially affected by the outcome), disqualification is not required if the justice, judge, magistrate judge, bankruptcy judge, spouse or minor child, as the case may be, divests himself or herself of the interest that provides the grounds for the disqualification.

APPENDIX V

28 U.S. Code § 1915 - Proceedings in forma pauperis

(a)

(1) Subject to subsection (b), any court of the United States may authorize the commencement, prosecution or defense of any suit, action or proceeding, civil or criminal, or appeal therein, without prepayment of fees or security therefor, by a person who submits an affidavit that includes a statement of all assets such prisoner possesses that the person is unable to pay such fees or give security therefor. Such affidavit shall state the nature of the action, defense or appeal and affiant's belief that the person is entitled to redress.

(2) A prisoner seeking to bring a civil action or appeal a judgment in a civil action or proceeding without prepayment of fees or security therefor, in addition to filing the affidavit filed under paragraph (1), shall submit a certified copy of the trust fund account statement (or institutional equivalent) for the prisoner for the 6-month period immediately preceding the filing of the complaint or notice of appeal, obtained from the appropriate official of each prison at which the prisoner is or was confined.

(3) An appeal may not be taken in forma pauperis if the trial court certifies in writing that it is not taken in good faith.

(b)

(1) Notwithstanding subsection (a), if a prisoner brings a civil action or files an appeal in forma pauperis, the prisoner shall be required to pay the full amount of a filing fee. The court shall assess and, when funds exist, collect, as a partial payment of any court fees required by law, an initial partial filing fee of 20 percent of the greater of—

(A) the average monthly deposits to the prisoner's account; or

(B) the average monthly balance in the prisoner's account for the 6-month period immediately preceding the filing of the complaint or notice of appeal.

(2) After payment of the initial partial filing fee, the prisoner shall be required to make monthly payments of 20 percent of the preceding month's income credited to the prisoner's account. The agency having custody of the prisoner shall forward payments from the prisoner's account to the clerk of the court each time the amount in the account exceeds $10 until the filing fees are paid.

(3) In no event shall the filing fee collected exceed the amount of fees permitted by statute for the commencement of a civil action or an appeal of a civil action or criminal judgment.

(4) In no event shall a prisoner be prohibited from bringing a civil action or appealing a civil or criminal judgment for the reason that the prisoner has no assets and no means by which to pay the initial partial filing fee.

(c) Upon the filing of an affidavit in accordance with subsections (a) and (b) and the prepayment of any partial filing fee as may be required under subsection (b), the court may direct payment by the United States of the expenses of (1) printing the record on appeal in any civil or criminal case, if such printing is required by the appellate court; (2) preparing a transcript of proceedings before a United States magistrate judge in any civil or criminal case, if such transcript is required by the district court, in the case of proceedings conducted under section 636(b) of this title or under section 3401(b) of title 18, United States Code; and (3) printing the record on appeal if such printing is required by the appellate court, in the case of proceedings conducted pursuant to section 636(c) of this title. Such expenses shall be paid when authorized by the Director of the Administrative Office of the United States Courts.

(d) The officers of the court shall issue and serve all process, and perform all duties in such cases. Witnesses shall attend as in other cases, and the same remedies shall be available as are provided for by law in other cases.

(e)

(1) The court may request an attorney to represent any person unable to afford counsel.

(2) Notwithstanding any filing fee, or any portion thereof, that may have been paid, the court shall dismiss the case at any time if the court determines that—

(A) the allegation of poverty is untrue; or

(B) the action or appeal—

(i) is frivolous or malicious;

(ii) fails to state a claim on which relief may be granted; or

(iii) seeks monetary relief against a defendant who is immune from such relief.

(f)

(1) Judgment may be rendered for costs at the conclusion of the suit or action as in other proceedings, but the United States shall not be liable for any of the costs thus incurred. If the United States has paid the cost of a stenographic transcript or printed record for the prevailing party, the same shall be taxed in favor of the United States.

(2)

(A)If the judgment against a prisoner includes the payment of costs under this subsection, the prisoner shall be required to pay the full amount of the costs ordered.

(B)The prisoner shall be required to make payments for costs under this subsection in the same manner as is provided for filing fees under subsection (a)(2).

(C)In no event shall the costs collected exceed the amount of the costs ordered by the court.

(g) In no event shall a prisoner bring a civil action or appeal a judgment in a civil action or proceeding under this section if the prisoner has, on 3 or more prior occasions, while incarcerated or detained in any facility, brought an action or appeal in a court of the United States that was dismissed on the grounds that it is frivolous, malicious, or fails to state a claim upon which relief may be granted, unless the prisoner is under imminent danger of serious physical injury.

(h) As used in this section, the term "prisoner" means any person incarcerated or detained in any facility who is accused of, convicted of, sentenced for, or adjudicated delinquent for, violations of criminal law or the terms and conditions of parole, probation, pretrial release, or diversionary program.

APPENDIX W

Rule 7001.

Scope of Rules of Part VII

An adversary proceeding is governed by the rules of this Part VII. The following are adversary proceedings:

(1) a proceeding to recover money or property, other than a proceeding to compel the debtor to deliver property to the trustee, or a proceeding under §554(b) or §725 of the Code, Rule 2017, or Rule 6002;

(2) a proceeding to determine the validity, priority, or extent of a lien or other interest in property, but not a proceeding under Rule 3012 or Rule 4003(d);

(3) a proceeding to obtain approval under §363(h) for the sale of both the interest of the estate and of a co-owner in property;

(4) a proceeding to object to or revoke a discharge, other than an objection to discharge under §§727(a)(8), [1] (a)(9), or 1328(f);

(5) a proceeding to revoke an order of confirmation of a chapter 11, chapter 12, or chapter 13 plan;

(6) a proceeding to determine the dischargeability of a debt;

(7) a proceeding to obtain an injunction or other equitable relief, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for the relief;

(8) a proceeding to subordinate any allowed claim or interest, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for subordination;

(9) a proceeding to obtain a declaratory judgment relating to any of the foregoing; or

(10) a proceeding to determine a claim or cause of action removed under 28 U.S.C. §1452.

NOTES

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991; Apr. 26, 1999, eff. Dec. 1, 1999; Apr. 28, 2010, eff. Dec. 1, 2010.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

The rules in Part VII govern the procedural aspects of litigation involving the matters referred to in this Rule 7001. Under Rule 9014 some of the Part VII rules also apply to contested matters.

These Part VII rules are based on the premise that to the extent possible practice before the bankruptcy courts and the district courts should be the same. These rules either incorporate or are adaptations of most of the Federal Rules of Civil Procedure. Although the Part VII rules of the former Bankruptcy Rules also relied heavily on the F.R.Civ.P., the former Part VII rules departed from the civil practice in two significant ways: a trial or pretrial conference had to be scheduled as soon as the adversary proceeding was filed and pleadings had to be filed within periods shorter than those established by the F.R.Civ.P. These departures from the civil practice have been eliminated.

The content and numbering of these Part VII rules correlates to the content and numbering of the F.R.Civ.P. Most, but not all, of the F.R.Civ.P. have a comparable Part VII rule. When there is no Part VII rule with a number corresponding to a particular F.R.Civ.P., Parts V and IX of these rules must be consulted to determine if one of the rules in those parts deals with the subject. The list below indicates the F.R.Civ.P., or subdivision thereof, covered by a rule in either Part V or Part IX.

APPENDIX X

Erie Doctrine

The Erie doctrine is a binding principle where federal courts exercising diversity jurisdiction apply federal procedural law of the Federal Rules of Civil Procedure, but must also apply state substantive law.

Pre-Erie Doctrine:

The Erie doctrine derives from the landmark 1938 U.S. Supreme Court case, Erie Railroad Co. v. Tompkins (1938). The Rules Decision Act of 1789, codified as 28 U.S.C. § 1652, laid the foundation for how federal courts should operate when exercising diversity jurisdiction, and provided that the "laws of the several states" apply in federal court. Prior to Erie, federal courts followed Swift v. Tyson (1842), which interpreted the "laws of the several states" to include only state statutes and local custom, and not the state common law. This meant that federal courts were free to ignore state substantive law established by common law through that state's judiciary when exercising diversity jurisdiction and could apply what they saw as the true general common law. In Swift, for example, the Court disregarded New York commercial law established by the state judicial precedent, and instead saw its role as "express[ing] our own opinion of the true result of the commercial law upon the question." The proper law to apply, the Court believed, "may be truly declared in the languages of Cicero, adopted by Lord Mansfield in Luke v. Lyde [citation omitted], to be in a great measure not the law of a single country only, but of the commercial world." This reasoning reflects the view that there was one true and accurate body of laws that can be ascertained regardless of a polity's laws, i.e. natural law.

Erie Railroad Co. v. Tompkins:

The U.S. Supreme Court in Erie Railroad Co. v. Tompkins, is an opinion by Justice Brandeis, departed from Swift and held that the language in the Rules Decision Act stating that federal courts when exercising diversity jurisdiction shall apply the "laws of the several states" includes state common law. Specifically, in Erie, Tompkins lost his arm while walking on a footpath alongside a railroad track when a train car's door came loose and injured him. Under Pennsylvania state common law, Tompkins was a trespasser on the railroad's property and could not recover,

but under the general common law he was not a trespasser and could recover. The Court refused to apply the general common law, stating "there is no federal general common law," and instead applied the law of the state where the injury occurred to deny Tompkins' recovery.

In denying that federal courts can apply federal common law, Justice Brandeis largely focused on the policy impact of allowing federal courts to apply federal common law in diversity cases. For one, it encouraged forum shopping, because, since federal and state courts applied different laws, diverse plaintiffs could select which law was more favorable to their claim. This also led to unequal administration of the law, because diverse citizens could remove state actions to federal court and potentially take advantage of more favorable laws, thus disadvantaging litigants suing in their home state. Furthermore, Justice Brandeis found constitutional issues with federal courts applying federal common law. First, it offended federalism, as the judiciary should not have the power to essentially create substantive law since Congress cannot even create substantive law in the circumstances where the judiciary applied general common law. It also offended principles of separation of power, as Congress is the branch tasked with making law, and the judiciary usurped lawmaking power by applying federal common law as they saw fit. In general, Brandeis's opinion signals a shift from federal courts shifting from applying natural law to adopting a perspective of legal realism.

Post-Erie Doctrine:

While the principle that federal courts must apply the substantive law of the state where they are located is relatively straightforward, the delineation of substantive law and procedural law is hardly so simple and presented post-Erie courts with many challenges. An early case, Sibbach v. Wilson, ruled that a court ordering a medical examination under the Federal Rules of Civil Procedure was truly procedural, finding that it fell under the "judicial process for enforcing rights and duties recognized by substantive law, and for justly administering remedy and redress for disregard or infraction of them." Later cases focused on whether the law has the potential to determine the outcome of the litigation. For example, in Guaranty Trust Co. v. York, the U.S. Supreme Court was concerned with whether ignoring a state statute of limitations would significantly alter the outcome of litigation and held that statutes of limitations are substantive law. Specifically, the Court stated that "[t]he outcome of the litigation in the federal court should be substantially the same. . . as it would be if tried in a State court." Subsequent courts

have narrowed this analysis, focusing on whether applying federal procedural law to an issue would determine the outcome in light of its potential impact on forum shopping and inequitable administration of the laws—i.e. the aims of the Erie Doctrine. In Hanna v. Plumer, the U.S. Supreme Court ruled that the federal rules of service trumped the state's requirement of in-hand service for the type of claim because the federal rule in question was arguably procedural and the federal service rule would not have affected the forum choice ex ante.