

II. STATEMENT

2. During the course of more than 50 years as a New York City Police Officer and practicing law, Gibbs has never witnessed or heard of the hubris and distain Respondent has shown for this Court. Respondent removed H. Guyton Murrell, Esq., of Scott and Corley and “installed” Brian A. Calub, Esq., of McGuire Woods, without any notice to or permission of this Court; Respondent refused to file a FINAL BRIEF; Respondent refused to file a response to Appellants’ Motion to Supplement; Respondent refused to file a response to Appellants’ Motion for Summary Dismissal....

3. NOW, after Chief Judge Wendy L. Hagenau, US Bankruptcy Court, Northern District of Georgia (Atlanta Division), granted this Court authority: limited to this appeal, Respondent demands this Court REVERSE Judge Hagenau’s Order confirming the bankruptcy plan – determining that not only was Respondent not granted additional moneys, but Judge Hagenau was wrong in determining no moneys should be paid to Respondent.

III. STATEMENT OF FACTS

4. At the conclusion of the confirmation hearing held on October 16, 2019, Judge Hagenau ORDERED Respondent to provide proof of the TRUE PARTY to the mortgage note Barbara A. Gibbs signed with Bank of America. Respondent as of this date STILL has not provided the proof!

5. Nationstar, if [t]hey believed Appellants’ were in violation of Judge Hagenau’s Order or any provision(s) of the bankruptcy court, would have filed a motion with Judge Hagenau and provided this Court with a ruling by Judge Hagenau.

6. Rather than following proper litigation processes, Respondent demands this Court reverse a ruling by a federal bankruptcy judge...what can a \$1 billion bribe buy!!!

IV. STATEMENT OF THE CASE

6. Nationstar is using this Court and the lower court to punish Appellants for discovering Bank of America and Nationstar are engaged in a continuing criminal enterprise to defraud the Treasury Department of \$45 billion granted to stem-the-tide of foreclosures. AND, defraud 2 million mortgagors (including Appellants) of \$250 billion, *See* pp. 5-6.

V. ARGUMENT

7. The wanton and willful acts of Respondent are unprecedented in the history of litigation! Gibbs has never witnessed such disrespect in Magistrate's Court – the complete demand by Respondent this Court acquiesces to the high jacking of this Court.

8. There aren't case law or legal arguments to oppose Respondent's actions. Never has there been a Respondent who decided which lawyers this Court would allow to withdraw and which lawyers would replace said lawyers; no final brief is necessary or motions shouldn't be opposed. AND, DEMAND this Court dismiss an appeal based on matters decided by a federal court that Respondent doesn't agree with....

9. ***Respondent's have ignored every rule of this Court and demands this Court certify their theft of \$250 billion – reverse and/or ignore a federal judge....***

10. For eleven (11) years Respondent has destroyed Appellants' lives. Respondent forced Appellants to file application after application for a mortgage modification they were entitled.

11. After discovering Respondent were paying employees to destroying Appellants' application and Respondent had destroyed said applications to falsify profits, Respondent faced legal consequences. Rather than seek to correct their criminal conduct, Respondent has used the SC court for seven (7) years to destroy Appellants, to wit:

a. The inclusion of the lower court in their continuing criminal enterprise forced Appellants to move out of South Carolina to Georgia – Barbara Gibbs has a heart condition and HIGH BLOOD PRESSURE, and would “mumble” in her sleep while in a “cold sweat” – “Why are [t]hey stealing our home.

b. Appellants cannot sleep without our doctors providing prescription and over-the-counter medications.

c. Appellants, due to Respondent's WILLFUL CONDUCT were denied an \$800,000 mortgage loan.

d. Appellants, due to Respondent's WILLFUL CONDUCT were denied a \$250,000 mortgage equity loan to purchase a 1.2 acre lot to build their \$1.5 million home.

12. In addition to knowingly engaging in Subornation of Perjury by alleging Appellants failed and neglected to pay their mortgage: July and August 2013, Respondent in furtherance of their continuing criminal enterprise, reported non-payment for September 2013, to the credit bureaus: DESTROYING BARBARA GIBBS' CREDIT! ...and reversing payments for October, November and December 2013, (**R. pp. 53-56**).

18 U.S. Code § 1622 – Subornation of perjury

Whoever procures another to commit any perjury is guilty of subornation of perjury, and shall be fined under this title or imprisoned not more than five years, or both.

**RESPONDENT MUST BE SANCTIONED \$40 MILLION OR
THE LARGEST SANCTION LEVIED BY THIS COURT**

13. This is not a case of negligence whereby a computer error caused Respondent to make a mistake and therefore Respondent might be judged by the standard of foreseeability. Respondent deliberately sought and seeks to destroy Appellant to conceal their continuing criminal enterprise designed to steal \$250 billion from the Treasury Department and 2 million mortgagors: of which, statically, 50,000 are South Carolina citizens.

14. At every step during this litigation, Appellants provided their bank records that uncontroverted, proving Appellants NEVER MISSED A MORTGAGE PAYMENT. ADDITIONALLY, Appellants documented why Respondent was not and is not, the proper PARTY-IN-INTEREST. AND, Appellants provided Respondent every opportunity to withdraw their Subornation of Perjury – Respondent refused to do so. In fact, Respondent now “doubles down” on their Subornation of Perjury by filing this motion.

15. Although having every opportunity to MOVE to Amend and/or Supplement their COMPLAINT, Respondent did not AMEND or SUPPLEMENT their COMPLAINT in the lower court....

BAD FAITH

16. On October 16, 2019, Chief Judge Hagenau ORDERED Respondent to provide proof as to who owns the mortgage note signed by Barbara Gibbs and Bank of America. Respondent has had four (4) months to do so, but has defied the ORDER.

17. Judge Hagenau’s ORDER made no provisions for moneys to be paid to Respondent: Judge Hagenau specifically ORDERED NO MONEYS PAID TO RESPONDENT, p. 8 ¶ 6.

18. Rather than appealing Judge Hagenau’s ORDER within the 10 day time limit for bankruptcy cases – Respondent knowing beyond a reasonable doubt [t]hey are not the party-in-interest, did not file an appeal.

19. NOW, having allowed their right to appeal to expire (October 26, 2019), Respondent asks this Court to overturn Judge Hagenau’s ORDER.

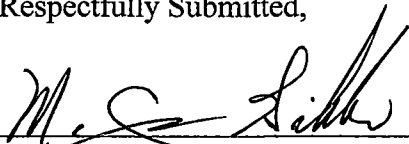
20. On July 26, 2013, Appellants provided Respondent UNCONTROVERTED proof Bank of America was involved in a continuing criminal enterprise: including Subornation of Perjury and pleaded with Respondent not to violate RICO, (p. 10-11).

VI. CONCLUSION

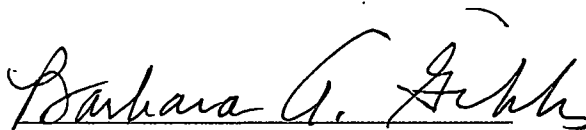
Absent the limited lifting of the STAY to hear this appeal, this Court still does not have jurisdiction to OVERTURN a decision by a federal court judge – an Order must issue reversing the lower court and sanctioning Respondent and their attorneys in the amount of \$40 million.

WHEREFORE, Defendants pray this Honorable Court immediately reverse the lower court, SANCTION RESPONDENT AND THEIR ATTORNEYS \$40 MILLION: paid to Appellants to the extent permitted by law and the balance awarded to: The William H. Johnson Foundation, REMAND the case to the lower court for entry of Appellants’ Motion for Summary Judgment, and grant such other and further relief this Court deem just and proper, at law and equity, general or special, to which Appellants have shown themselves justly entitled.

Respectfully Submitted,



M. Eugene Gibbs, Esq.
3108 Hidden Falls Drive
Buford, Georgia 30519
(843) 610 0674
mgibbs70@aol.com



Barbara A. Gibbs, Pro-se



IT IS ORDERED as set forth below:

Date: October 25, 2019

Wendy L. Hagenau

Wendy L. Hagenau
U.S. Bankruptcy Court Judge

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:

BARBARA ALBYTINE GIBBS,	{	CHAPTER 13
	{	
	{	CASE NO.: A19-54809-WLH
DEBTOR.	{	
	{	

ORDER CONFIRMING PLAN

On October 16, 2019 at 1:45pm, the Court held a hearing on Confirmation of the Debtor's proposed plan. Appearances were made by counsel for the Debtor, the Debtor, counsel for the Trustee, and counsel for Nationstar Mortgage LLC d/b/a Mr. Cooper ("Nationstar"). Based upon review of the record, proffer of the interested parties and consideration of related matters pending other jurisdictions, it is hereby

ORDERED that

- (1) The Chapter 13 plan is confirmed;

(2) Property of the estate shall not revert in Debtor until the earlier of discharge of Debtor, dismissal of the case, or closing of case without the entry of a discharge, unless the Court orders otherwise;

(3) A creditor must have a proof of claim filed with the Clerk of Court in order to receive a distribution under this plan, without regard to any other provision of the plan; and

(4) Attorney fees in the total sum of \$2,500.00 for Debtor's counsel provided for in the Chapter 13 plan and disclosed in the disclosure statement required by Federal Rule of Bankruptcy Procedure 2016(b) are allowed as an administrative expense, subject to disgorgement or disallowance upon request of any party in interest or sua sponte by the Court. The Trustee shall disburse the remaining balance of \$1,500.00 pursuant to the terms of the Debtor's proposed plan. Upon receipt of the \$1,500.00 by the Law Offices of Michael R. Rethinger, LLC the outstanding attorney fee balance shall be \$0.00.

(5) Upon entry of this order, the Trustee shall disburse funds necessary to satisfy the claim of DirecTV, LLC by American InfoSource as agent (Claim No. 1) in the sum of \$144.31 in full.

(6) As to the claim of Nationstar, the Trustee shall not disburse any funds owed pursuant to the terms of the confirmed plan until further order of this Court. Nationstar and/or the Debtor shall bear the responsibility to notify the Trustee and the Court of any final resolution of pending litigation currently in existence in the State of South Carolina as to the claim of Nationstar.

(7) Because no party in interest has filed a request for an order of dismissal pursuant to 11 U.S.C. § 521(i)(2) and because the parties in interest should not be subjected to any uncertainty as to whether this case is subject to automatic dismissal under § 521(i)(1), Debtor is not required to file any further document pursuant to § 521(a)(1)(B) to avoid an automatic dismissal and this case is not and was not subject to automatic dismissal under § 521(i)(1). This does not prevent any party in interest from requesting by motion that Debtor supply further information described in § 521(a)(1)(B), and this does not prevent the Chapter 13 Trustee from requesting by any authorized means, including but not

limited to motion, that the Debtor supply further information.

The Clerk of the Court is directed to serve this Order on the parties included in the attached distribution list.

END OF DOCUMENT

Presented by:

_____/s/
Ryan J. Williams,
Attorney for Chapter 13 Trustee
GA Bar No. 940874
303 Peachtree Center Ave., NE, Suite 120
Atlanta, GA 30303
(678) 992-1201

Consented by:

_____/s/
Michael R. Rethinger,
Attorney for the Debtor
Georgia Bar Number 301215
Law Offices of Michael R. Rethinger, LLC
50 Hurt Plaza SE
Suite 1150
Atlanta, GA 30303
*Signed by Ryan J. Williams
with express permission*

Consented by:

_____/s/
Taylor Mansell,
On behalf of
Nationstar Mortgage LLC d/b/a Mr. Cooper
GA Bar No. 940461
Shapiro, Pendergast and Hasty, LLP
211 Perimeter Center Parkway
Suite 300
Atlanta, GA 30346
*Signed by Ryan J. Williams
with express permission*

M. Eugene & Barbara A. Gibbs

4257 Monterey Drive
Florence, South Carolina 29501
(843) 407-6297

July 26, 2013

Nationstar Mortgage LLC
Customer Service Department
350 Highland Drive
Lewisville, TX 75067

In Re: Loan Number: [REDACTED]

:BOA - # [REDACTED]

Dear Madame/Sir:

This letter is written to advise you that we are/were in negotiations with BOA: Rogelio Chua, Customer Relationship Manager, BOA [Letter attached hereto]. The negotiations included this loan and Loan Number: [REDACTED]. BOA steered my wife into a predatory loan, and when we attempted to re-finance both loans, we were charged \$400 in application fees, and informed the closing cost would be \$30,000. THEREAFTER, for more than two (4) years we attempted to have BOA provide us with the correct information as to HOME MODIFICATION PROGRAMS. We were provided either incorrect information or no information.

Mr. Chua was provided all supporting financial documentation; including but not limited to tax return and form 4506-T, proof of income, financial statement, etc., documents attached hereto.

The critical issues for Nationstar are: the moneys you allege are due and owing; ARE NOT! Part and partial to BOA's fraud, the alleged mortgage payment not paid: December 2012, WAS PAID! The proof is attached hereto: statements showing BOA cashed both checks totaling \$2,258.82; a check cashed from the account of Melvin Gibbs on Nov. 30, 2011 in the amount of \$1,200 and a check cashed from the account of Barbara Gibbs on Dec. 03, 2011 in the amount of \$1,058.82.

This was a deliberate situation: alleged nonpayment, caused by BOA to destroy the negotiation undertaken with us. Including but not limited to the sale of our mortgage to Nationstar. Given the present actions of Nationstar: escalating the falsely stated amount of \$2,258.82 to \$8,528.09, that Nationstar has positioned itself as a co-conspirator and therefore an intricate perpetrator in the Racketeering and Influence Corrupt Organization (RICO)...

The attached documents, and BOA employee affidavits [filed in the RICO suit: US District Court-Colorado], provides by clear and convincing evidence BOA engaged in conspiracy and racketeering (RICO) in violation of the US Code: preponderance of the evidence.

We will either join the suit filed in Colorado or file a separate action: US Federal Court for the District of South Carolina, Florence Division....

We respectfully request you advise whether we must add Nationstar as a co-conspirator, or its Nationstar's intent to transfer our mortgage back to BOA.

With warm regards, we remain

Barbara A. Gibbs

M. Eugene Gibbs

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
NATIONSTAR MORTGAGE, LLC)
d/b/a MR. COOPER,)
)
Respondent,)
)
vs.)
)
BARBARA A. GIBBS, MELVIN E.)
GIBBS,)
)
Appellants.)
)
_____)

IN THE COURT OF APPEALS
OF SOUTH CAROLINA

CASE No: 2019-000486


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SC Court of Appeals

CERTIFICATE OF SERVICE

I, Melvin E. Gibbs, hereby certify that a copy of Appellants' Opposition to Respondent's Motion to Dismiss Appeal was placed with USPS, postage prepaid, the 17th day of February 2020, addressed to:

Brian A. Calub, Esq.
McGuire Woods LLP
201 North Tryon Street, Suite 3000
Charlotte, NC 28202

H. Guyton Murrell, Esq.
SCOTT AND CORLEY, P.A.
2712 Middleburg Drive, Suite 200
Columbia, SC 29204, and



M. Eugene Gibbs, Pro-se
3108 Hidden Falls Drive
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mgibbs70@aol.com
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MELVIN E. GIBBS-SQUIRES, Esq.
3108 Hidden Falls Drive
Buford GA 30519

(678) 889-2309

WAIVER OF SIGNATURE

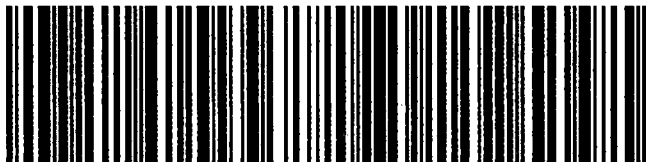
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