

IN THE SUPREME COURT OF OHIO

FEDERAL DEPOSIT INSURANCE CORPORATION,)
) Case No. 2008-1056
)
 Plaintiff-Appellant,)
)
 vs.) On Appeal from the Franklin County Court
) of Appeals, Tenth Appellate District
)
 JACK K. BEATLEY, et al.,) Court of Appeals Case No. 06AP-1189
)
 Defendant-Appellee.)

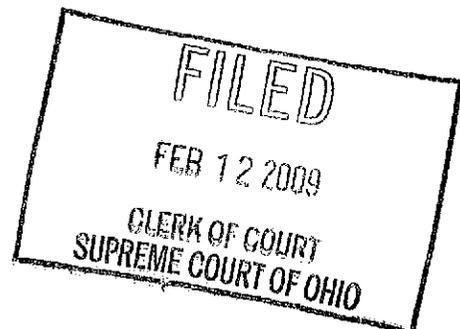
PLAINTIFF-APPELLANT FEDERAL DEPOSIT INSURANCE CORPORATION'S
MOTION FOR STAY PENDING THE EXHAUSTION OF MANDATORY
ADMINISTRATIVE CLAIMS PROCESS

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Counsel of Record for Plaintiff-Appellant



I. INTRODUCTION

The Federal Deposit Insurance Corporation (“FDIC”), in its capacity as Receiver for Washington Mutual Bank, fka Washington Mutual Bank FA (“FDIC-Receiver”), respectfully requests that the Court further stay this appeal while Defendants-Appellees pursue their claims through the administrative process mandated by Section 1821(d)(3) through (13), Title 12, U.S.Code. At FDIC-Receiver’s request, the Court has stayed the proceedings for 90 days, until March 3, 2009, pursuant to Section 1821(d)(12), Title 12, U.S.Code. In that time, FDIC-Receiver has provided Defendants-Appellees with information regarding the submission of administrative claims with FDIC-Receiver relating to this action. Under the governing statutory provisions (described in detail below), FDIC-Receiver has 180 days to make a determination once those claims are submitted by Defendants-Appellees. Courts have routinely stayed cases to permit the Receiver to complete the claims determination process. See, e.g., *Marquis v. FDIC* (C.A.1, 1992), 965 F.2d 1148, 1151; *Brady Development Co., Inc. v. RTC* (C.A.4, 1994), 14 F.3d 998, 1005-06; *Intercontinental Travel Mktg., Inc. v. FDIC* (C.A.9, 1994), 45 F.3d 1278, 1284. In fact, this Court’s own rules favor the staying of an appeal to facilitate settlement between the parties. See S.Ct.Prac.R. XIV(6)(C). Accordingly, FDIC-Receiver respectfully requests that this Court further stay proceedings until the earlier of the date FDIC-Receiver makes a determination on Defendants-Appellees’ administrative claims, or the expiration of the 180-day period following the filing of Defendants-Appellees’ administrative claims.

II. BACKGROUND

A. The Mandatory Administrative Claims Process.

In the Financial Institutions Reform, Recovery and Enforcement Act of 1989, Pub. L. No. 101-73, 103 Stat. 183 (1989) (“FIRREA”), Congress enacted a comprehensive statutory scheme granting the FDIC, when acting as Receiver for a failed financial institution, special powers in

carrying out its fundamental functions. Those functions include conserving and preserving the failed institution's assets, liquidating those assets when appropriate, and using the proceeds of liquidation to make distributions among the institution's valid creditors. See Section 1821(c)(2)(A)(ii), Title 12, U.S.Code; Section 1821(d)(2)(B) & (E), Title 12, U.S.Code. When making distributions to creditors, the Receiver must prioritize the payment of claims in accordance with federal statutory and regulatory requirements. See Section 1821(i)(1) & (2), Title 12, U.S.Code; Section 360 Title 12, C.F.R. Congress has given the Receiver discretion to determine the timing and amount of such distributions. See Section 1821(d)(10)(A) & (B), Title 12, U.S.Code.

As an important part of the comprehensive scheme for winding up failed financial institutions, Congress created a statutory procedure for the orderly and efficient processing of claims. That administrative claims process, set forth in Section 1821(d)(3) through (13), Title 12, U.S.Code, centralizes the initial consideration and resolution of claims against a failed financial institution by requiring that all claims be submitted to the Receiver, and allowing up to 180 days for the Receiver to review all claims, and grant or deny those claims (in whole or in part), without the delay and expense of litigation. See Section 1821(d)(5)(A)(i), Title 12, U.S.Code.¹

In Section 1821(d)(13)(D), Title 12, U.S.Code, Congress made the claims process mandatory. That section withdraws jurisdiction from all courts to hear claims against a failed institution for which FDIC has been appointed Receiver, except as otherwise granted elsewhere in Section 1821(d), Title 12, U.S.Code:

¹ See also H.R. Rep. No. 54(I), 101st Cong., 1st Sess. (1989), reprinted in 1989 U.S.C.C.A.N. 86, 215 (purpose of claims procedure is "to dispose of the bulk of claims against failed financial institutions expeditiously and fairly").

(D) Limitation on judicial review

Except as otherwise provided in this subsection, no court shall have jurisdiction over --

(i) any claim or action for payment from, or any action seeking a determination of rights with respect to, the assets of any depository institution for which the Corporation has been appointed receiver, including assets which the Corporation may acquire from itself as such receiver; or

(ii) any claim relating to any act or omission of such institution or the Corporation as receiver.

Section 1821(d)(13)(D), Title 12, U.S.Code (emphasis added). Jurisdiction is “otherwise provided” by subsection 1821(d), Title 12, U.S.Code only for those claimants that have completed the administrative claims process. See Section 1821(d)(6)(A)(ii), (d)(7)(A), (d)(8)(C), Title 12, U.S.Code.

B. Factual Status of This Action.

On September 25, 2008, the Office of Thrift Supervision (“OTS”) closed Washington Mutual Bank and appointed the FDIC as Receiver for Washington Mutual Bank. See OTS Order No. 2008-36.² Also on September 25, 2008, pursuant to a Purchase and Assumption Agreement among the FDIC in its Corporate capacity, FDIC-Receiver, and JPMorgan Chase Bank, the bulk of the assets of Washington Mutual Bank were transferred to JPMorgan Chase Bank. However, the transfer did not include any defensive litigation claims with respect to which Washington

² The FDIC is authorized to accept appointment as a Receiver for any insured depository institution. See Section 1821(c), Title 12, U.S.Code. When the FDIC is appointed as Receiver, the Receiver succeeds to “all rights, titles, powers and privileges of” the failed institution, and may “take over the assets of and operate” the failed institution with all the powers thereof. Section 1821(d)(2)(A)(i), (d)(2)(B)(i), Title 12, U.S.Code. The powers and duties of the Receiver include the resolution of all outstanding claims against the failed institution. *Id.* To facilitate that process, Congress granted the FDIC, in its capacity as Receiver or Conservator, special statutory powers and defenses. See, e.g., Section 1821(j), Title 12, U.S.Code (“Except as provided in this section, no court may take any action . . . to restrain or affect the exercise of powers or functions of the [FDIC] as a conservator or receiver.”).

Mutual Bank was a defendant or counter-claimant. Such claims, including claims in this case, remained with FDIC-Receiver.³

On November 14, 2008, FDIC-Receiver filed a motion to be substituted for Washington Mutual Bank as Plaintiff-Appellant in this action, and to stay this action for 90 days pursuant to Section 1821(d)(12), Title 12, U.S.Code, to allow FDIC-Receiver and its counsel to review this case. This Court granted that motion on December 2, 2008, and stayed this case until March 3, 2009.

FDIC-Receiver provided publication notice of the requirement that creditors file any claim with the receivership in The Wall Street Journal and local papers, pursuant to Section 1821(d)(3)(B), Title 12, U.S.Code. On January 16, 2009, FDIC-Receiver mailed a notice of the claims process to the legal counsel for Defendants-Appellees. Section 1821(d)(3)(C), Title 12, U.S.Code. (Copy of Jan. 16, 2009 Claim Letter attached hereto as Exhibit A). Defendants-Appellees have until April 16, 2009 to file their Proof of Claim.

III. ARGUMENT

This Court should—indeed must—stay proceedings pending Defendants-Appellees' exhaustion of the claims process mandated by FIRREA.

A. Exhaustion Of The Administrative Claims Process Is A Mandatory Prerequisite To Judicial Review.

In Section 1821(d)(3) through (d)(13), Title 12, U.S.Code, Congress established a mandatory administrative claims process to provide a mechanism for promptly and efficiently

³ A purchase and assumption transaction is the favored alternative in handling a bank failure because the “transaction usually is arranged overnight, so that banking services are not interrupted for a single business day.” *NCNB Texas Nat'l Bank v. Cowden*(C.A.5, 1990), 895 F.2d 1488, 1496. Accord *FDIC v. Bank of Boulder* (C.A.10, 1991), 911 F.2d 1466, 1469, certiorari denied (1991), 499 U.S. 904 (“Elimination of P&A’s as an option for FDIC/Receiver would cause a great interference in the effective performance of the FDIC’s mission to stabilize the banking industry.”).

resolving all claims against failed institutions. See, e.g., *Maier v. FDIC* (C.A.7, 2006), 441 F.3d 522, 525; *Maier v. Harris Trust & Sav. Bank* (C.A.7, 1996), 75 F.3d 1182, 1191; *Intercontinental Travel*, 45 F.3d at 1282-83; *Henderson v. Bank of New England* (C.A.9, 1993), 986 F.2d 319, 321; *Meliezer v. RTC* (C.A.5, 1992), 952 F.2d 879, 882; *Bueford v. RTC* (C.A.8, 1993), 991 F.2d 481, 484. As the Fifth Circuit has explained:

To assure that the RTC or Federal Deposit Insurance Corporation could deal expeditiously with failed depository institutions, Congress created a new claims determination procedure by which the creditors of a failed institution may be required to first present their claims to the Receiver for administrative consideration before pursuing a judicial remedy. 12 U.S.C. § 1821(d)(3).

Meliezer, 952 F.2d at 881 (footnotes omitted).

Under the statutory claims process, all creditors of a failed bank must present their claims to the Receiver for an initial determination. See Section 1821(d)(6), Title 12, U.S.Code.⁴ The Receiver has 180 days after a claim is filed to determine whether to approve the claim. See Section 1821(d)(5)(A)(i), Title 12, U.S.Code. The Receiver may disallow any portion of a claim that is not proven to the Receiver's satisfaction. Section 1821(d)(5)(D), Title 12, U.S.Code. Section 1821(d)(6)(A), Title 12, U.S.Code also establishes that a claimant can file or resume a pre-existing suit on a claim within 60 days after the earlier of (i) the Receiver's initial determination of a claim, or (ii) termination of the 180-day period in which the Receiver may determine the claim. See Section 1821(d)(6)(A), Title 12, U.S.Code. In such an action, the Receiver's final determination is subject to de novo judicial review.

⁴ The administrative exhaustion requirement applies to all types of claims, including claims for non-monetary, equitable or declaratory relief. For example, as the U.S. Court of Appeals for the Ninth Circuit explained in *Henderson*, "[t]he [claims process] statute bars judicial review of any non-exhausted claim, monetary or non-monetary, which is 'susceptible of resolution through the claims procedures.'" *Henderson*, 986 F.2d at 332 (emphasis added).

Apart from the review process set forth in Section 1821(d), Title 12, U.S.Code, Congress barred all courts from hearing claims against the Receiver, unless and until the claimant completes the administrative claims process. See Section 1821(d)(13)(D), Title 12, U.S.Code. Thus, with respect to litigation against a financial institution placed in receivership, Courts have recognized that “[c]ompliance with the FIRREA process is a strict jurisdictional prerequisite to a claim in federal district court against the receiver.” *Maher v. FDIC*, 441 F.3d at 525; see also *Maher v. Harris Trust & Sav. Bank*, 75 F.3d at 1191 (“Compliance with the FIRREA process is a strict jurisdictional prerequisite to a claim in federal district court against the receiver.”); *Capitol Leasing Co. v. FDIC* (C.A.7, 1993), 999 F.2d 188, 193 (dismissing claim against Receiver that was not filed in accordance with the time limits established by FIRREA). Other courts have consistently agreed that “Section 1821(d)(13)(D)(i) bars all claims against the assets of a failed financial institution which have not been presented under the administrative claims review process.” *Simon v. FDIC* (C.A.1, 1995), 48 F.3d 53, 56.⁵

B. A Stay Of This Action Is Required Pending Exhaustion Of The Administrative Claims Process.

⁵ See, also *Intercontinental Travel*, 45 F.3d at 1282-83 (“No court has jurisdiction over the claim until the exhaustion of this administrative process. . . . Because ITM failed to properly exhaust the statutorily mandated exhaustion requirements of § 1821(d), no jurisdiction exists over its action.”); *Hudson United Bank v. Chase Manhattan Bank of Conn.* (C.A.3, 1994), 43 F.3d 843, 849 (“[T]he purpose of § 1821(d)(5)(A) and (d)(13)(D) was to force plaintiffs with claims against failed depository institutions to file their claims under FIRREA’s administrative claims procedures before filing them in federal court.”); *Bueford*, 991 F.2d at 484 (“Every court that has considered the issue has found exhaustion of FIRREA’s administrative remedies to be a jurisdictional prerequisite to suit in district court.”); *Henderson*, 986 F.2d at 321 (“A claimant must . . . first complete the claims process before seeking judicial review); *Meliezer* 952 F.2d at 882 (“[S]ection 1821(d)(13)(D) clearly establishes a statutory exhaustion requirement.”); *RTC v. Elman* (C.A.2, 1991), 949 F.2d 624, 627 (“[T]he statute means just what it says . . . that a claimant must first present its case to the RTC under the administrative procedure erected by FIRREA before seeking relief in the federal courts.”); *FDIC v. Shain, Schaffer & Rafanello* (C.A.3, 1991), 944 F.2d 129, 136 (“[T]he administrative procedure exhaustion requirement of FIRREA is statutory, not judicial We are therefore not at liberty to ignore the statutory command.”).

It follows from the mandatory nature of the administrative claims process established by FIRREA that actions pending against a failed institution at the time a Receiver is appointed must be stayed to permit completion of the process. In *Marquis v. FDIC*, the First Circuit read Section 1821(d)(3) through (13), Title 12, U.S.Code “as constructing a scheme under which courts will retain jurisdiction over pending lawsuits—suspending, rather than dismissing the suits—subject to a stay of proceedings as may be appropriate to permit exhaustion of the administrative review process as it pertains to the underlying claims.” *Marquis v. FDIC* (C.A.1, 1992), 965 F.2d 1148, 1154. The court noted that this reading “is as faithful as possible to the statute’s text, harmonizes its various provisions, and is consistent with the policies which Congress sought to advance.” *Id.* The court observed that “[b]y staying all proceedings in a pending action until the administrative claims process has run its course, efficacy will be promoted.” *Id.*; see also *Carney v. RTC* (C.A.5, 1994), 19 F.3d 950, 955-56 (“It appears clear to us that allowing a claimant simultaneously to pursue administrative and judicial remedies would thwart Congress’ purpose in enacting FIRREA. We conclude, as other courts have done, that FIRREA creates a scheme under which courts will retain jurisdiction over pending lawsuits-suspending, rather than dismissing, the suits-subject to a stay of proceedings as may be appropriate to permit exhaustion of the administrative review process as it pertains to the underlying claims.”) (internal quotations omitted); *Brady Development Co., Inc. v. Resolution Trust Corp.* (C.A.4, 1994), 14 F.3d 998, 1005 (“While the claims received are under evaluation, sections 1821(d)(6)(A) and (d)(13)(D) forbid courts from continuing to exercise jurisdiction over pending claims against the [Receiver] and permit judicial review only after exhaustion of administrative remedies. During the administrative review all pre-receivership claims are tolled.”).

In this case, Defendants-Appellees must file any claim by April 16, 2009. Once the claims are submitted by Defendants-Appellees, under Section 1821(d)(5)(A)(i), Title 12, U.S.Code, FDIC-Receiver has 180 days from that date to act on a claim. Claimants may judicially challenge FDIC-Receiver's treatment of a claim, or continue a pre-receivership legal proceeding as to a claim, within 60 days of the earlier of (i) a decision by FDIC-Receiver on the claim, or (ii) the expiration of the 180-day statutory decision period for the claim. See Section 1821(d)(6)(A), Title 12, U.S.Code. Accordingly, this case should remain stayed until the earlier of the date FDIC-Receiver makes a determination on Defendants-Appellees' administrative claims or the expiration of the 180-day period following the filing of Defendants-Appellees' administrative claims, in order to permit FDIC-Receiver to complete the administrative claims process. See, e.g., *Marquis*, 965 F.2d at 1155 (courts should "hold pending litigation in abeyance until the administrative review process has run its course, or 180 days has passed, whichever first occurs"). See also *Abbott v. Loan City, Inc.* (Jan. 21, 2009), C.A. 3, Case No. 08-2153, Doc No. 00315126099 (Order granting FDIC motion staying appeal until the earlier of either a determination of appellant's administrative claim or the expiration of the 180 days following the date appellant filed the administrative claim)(copy attached hereto as Exhibit B); *Megitt v. FDIC* (Dec. 12, 2008), C.A. 1, Case No. 08-1436, Doc. No. 0011494693 (Order extended previously granted stay for 180 days, or until receiver makes a determination on plaintiffs' claims, whichever is earlier)(copy attached hereto as Exhibit C); *Jones v. ABN Amro Mortgage Group, Inc.* (Dec. 4, 2008), C.A. 3, Case No. 08-2353, Doc. No. 00312868383 (Order staying case until a determination of the appellant's administrative claim or the expiration of 180 days)(copy attached hereto as Exhibit D).

IV. CONCLUSION

For the foregoing reasons, the FDIC respectfully requests that this Court further stay this appeal until the earlier of the date FDIC-Receiver makes a determination on Defendants-Appellees' administrative claims or the expiration of the 180-day period following the filing of Defendants-Appellees' administrative claims.

Respectfully submitted,

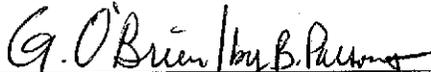
G. O'Brien, by B. Parsons, per
Gregory J. O'Brien (0063441) *email authority*
Charles A. Bowers (0064075)
Taft Stettinius & Hollister LLP
200 Public Square, Suite 3500
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gobrien@taftlaw.com

Counsel of Record for Plaintiff-Appellant

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Plaintiff-Appellant Federal Deposit Insurance Corporation's Motion For Stay Pending Exhaustion of Mandatory Administrative Claims Process was served this 12TH day of February, 2009, via hand delivery, upon:

Kevin E. Humphreys
545 East Town Street
Columbus, Ohio 43215



Gregory J. O'Brien (063441)

Counsel of Record for Plaintiff-Appellant

Exhibit "A"



Federal Deposit Insurance Corporation
1601 Bryan Street, Dallas, TX 75201

Division of Resolutions and Receiverships

January 16, 2009

Jack Beatley
C/O Kevin E. Humphreys
545 East Town Street
Columbus, OH 43215

**SUBJECT: 10015--Washington Mutual Bank
Henderson, NV – In Receivership
Closing Date: September 25, 2008
Claims Bar Date: December 30, 2008
NOTICE TO DISCOVERED CREDITOR - PROOF OF CLAIM**

Dear Claimant:

On September 25, 2008 (the "Closing Date"), the Office of Thrift Supervision closed Washington Mutual Bank, Henderson, NV, 89014 (the "Failed Institution") and appointed the Federal Deposit Insurance Corporation (the "FDIC") as Receiver (the "Receiver").

The Receiver has discovered that you may have a claim against the Failed Institution. If, in fact, you do not have a claim against the Failed Institution, please disregard this notice.

The Receiver previously published a notice to creditors of the Failed Institution in Wall Street Journal stating that claims must be filed by the Claims Bar Date referenced above ("Claims Bar Date").

Although the Claims Bar Date has passed, under federal law the Receiver may consider claims filed after the Claims Bar Date if: 1) the claimant did not receive notice of the appointment of the Receiver in time to file a claim, AND 2) the claim is filed in time to permit payment of the claim. 12 U.S.C. Section 1821(d)(5)(C). Nothing in this letter is intended to imply that the Receiver has extended the Claims Bar Date.

However, for the Receiver to consider your claim, you must prove to the Receiver's satisfaction that you did not have knowledge of the appointment of the Receiver in time to file a claim before the Claims Bar Date. Therefore, you must do ALL of the following:

- Complete the enclosed Proof of Claim Form
- Sign the Proof of Claim Form
- Provide supporting documentation both regarding your claim and your lack of knowledge of the appointment of the Receiver (for example, evidence that someone was on active military duty stationed overseas at the time of the appointment of the Receiver)

Please submit the properly completed Proof of Claim Form and the supporting documentation to the Receiver on or before April 16, 2009. You must return the properly completed Proof of Claim Form, along with the supporting documentation, to the following address:

RLS7222

FDIC as Receiver of
Washington Mutual Bank
1601 Bryan Street
Dallas, TX 75201
Attention: Donald Grieser

After the Receiver receives your claim, the Receiver has up to 180 days to review and determine whether to allow or disallow your claim. Pursuant to 12 U.S.C. Section 1821(d)(6), if the Receiver notifies you of the disallowance of your claim, or if you do not receive a notice of disallowance before the end of the 180-day period, you have the right to file a lawsuit on your claim (or continue any lawsuit commenced before the appointment of the Receiver). Your lawsuit must be filed within 60 days after the date of the notice of disallowance by the Receiver OR within 60 days after the end of the 180-day period, **whichever is earlier**. You must file your lawsuit either in the United States District (or Territorial) Court for the District where the failed institution's principal place of business was located or in the United States District Court for the District of Columbia.

IF YOU DO NOT FILE A LAWSUIT (or continue any lawsuit commenced before the appointment of the Receiver) BEFORE THE END OF THE 60-DAY PERIOD, THE DISALLOWANCE OF YOUR CLAIM WILL BECOME FINAL AND YOU WILL HAVE NO FURTHER RIGHTS OR REMEDIES WITH RESPECT TO YOUR CLAIM. 12 U.S.C. Section 1821(d)(6)(B).

If a portion of your claim is for an insured deposit, your claim is not against the Receiver but rather is against the FDIC in its "corporate" capacity as deposit insurer. An insured depositor's rights are prescribed in 12 U.S.C. Section 1821(f) and differ from the rights described in the preceding paragraphs.

If you have any questions, please contact the undersigned at (972) 761-8049.

FEDERAL DEPOSIT INSURANCE CORPORATION,
AS RECEIVER FOR Washington Mutual Bank

By: Donald Grieser
Claims Department

Enclosure: Proof of Claim Form

Federal Deposit Insurance Corporation as Receiver for:

10015 - Washington Mutual Bank Henderson, NV

(Name of Bank/Financial Institution and Location)

PROOF OF CLAIM

SSN/Tax ID # (1) _____

The undersigned, (2) _____
 (Name of person making the claim)

says that the Washington Mutual Bank _____ now in liquidation is
 (Name of Bank/Financial Institution)

justly indebted to (3) Jack Beatley _____ in the sum of
 (Individual/Joint/Corporation/Partnership/Firm/Agency)

(4) _____ Dollars upon the following Claim:

	Description of (invoice) claim:	Liability Number	Amount of Claim
C L A I M S	(5) _____	500001613-000	
		Total Claim:(6)	

The undersigned further states that he/she makes this claim on behalf of

(7) Jack Beatley _____

that no part of said debt has been paid, that

(8) Jack Beatley _____
 (Individual/Joint/Corporation/Partnership/Firm/Agency)

has given no endorsement or assignment of the same or any part thereof, and that there is no set-off or counterclaim, or other legal or equitable defense to said claim or any part thereof.

NAME (9) _____
 (Signature of Person making the Claim) (Title)

FIRM _____
 (If applicable)

ADDRESS (10) _____

CITY/STATE/ZIP _____

TELEPHONE NUMBER _____

The penalty for knowingly making or inviting reliance of any false, forged, or counterfeit statement, document, or thing for the purpose of influencing in any way the action of the Federal Deposit Insurance Corporation is a fine of not more than \$1,000,000 or imprisonment for not more than thirty years, or both (18 U.S.C. Section 1007).

GENERAL INFORMATION AND INSTRUCTIONS FOR COMPLETING A PROOF OF CLAIM FORM

This form is being sent to you in the event you believe the failed institution owes you funds for services rendered or goods purchased prior to the date of closing. If the institution does not currently owe you any money, it is not necessary for you to complete this form.

The following blanks must be completed in order for your Proof of Claim to be considered: (The numbers correspond with those located on the proof of claim form.)

- 1) A company's tax identification number or an individual's social security number.
- 2) Name of the person making the claim.
- 3) Review this name. Make corrections as needed. Fill in name if blank.
- 4) Written dollar amount of the claim (ex. One hundred and no/100.)
- 5) Detailed description of what is being claimed (i.e., the invoice number, type of service being claimed, account number, etc.).
- 6) Total amount of claim. Total should NOT include interest or late fees accrued since institution closing.
- 7) Review this name. Make corrections as needed. Fill in name if blank.
- 8) Review this name. Make corrections as needed. Fill in name if blank.
- 9) Signature of the person making claim and the title of that person if they are representing a company making a claim.
- 10) The address and telephone number of the individual or company making the claim.

Should the above information be missing, your information will be entered into our tracking system, but your Proof of Claim form will be returned to you for completion.

REQUIRED DOCUMENTATION

- 1) Claims for Goods Purchased by the Former Institution: You must forward a copy of the Purchase order or other correspondence from the institution requesting the goods, a copy of your invoice and a receipt signed by the institution indicating that the goods were received.
- 2) Claims for Services Rendered: You must forward a copy of the correspondence or signed initial contract sent by the institution to request your services and an invoice. In the case of legal fees, an itemized invoice must be sent indicating your prorated charges. For appraisal services, submit proof the appraisal was completed.

Exhibit "B"

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

No. 08-2153

Abbott v. Loan City, Inc.

To: Clerk

- 1) Unopposed Motion by Appellee Federal Deposit Insurance Corporation for Stay Pending Exhaustion of Mandatory Administrative Claims Process

The foregoing motion is granted. The appeal shall be stayed until the earlier of either a determination of Appellant's administrative claim or the expiration of the 180-day period following the filing of Appellant's administrative claim. Given the claims bar date of March 24, 2009, the stay will expire no later than September 21, 2009. The parties are directed to file written reports addressing the status of the pending administrative proceeding on February 23, 2009, and every thirty (30) days thereafter until the claim is determined. The final status report must advise the Court of what effect, if any, the administrative claims process has had on the pending appeal. If an additional stay is required, the parties must file a motion so advising the Court on or before September 21, 2009.

For the Court,

/s/ Marcia M. Waldron

Clerk

Dated: January 21, 2009
MB/cc David A. Scholl, Esq.
Steven M. Schain, Esq.

Exhibit "C"

United States Court of Appeals For the First Circuit

No. 08-1436

KRISTI L. MEGITT, ET AL.,

Plaintiffs, Appellants,

v.

FEDERAL DEPOSIT INSURANCE CORPORATION,

Defendant, Appellee.

ORDER OF COURT

Entered: December 12, 2008

On appellee's unopposed motion, the previously granted stay of appellate proceedings is extended to the earlier of April 4, 2009 (180 days from the filing of plaintiffs' administrative claims) or the date when the receiver makes a determination on plaintiffs' claims. In the meantime, 30 days from the date of this order and every 30 days thereafter, appellee shall file a report on the status of the administrative claims process.

So ordered.

By the Court:

/s/ Richard Cushing Donovan, Clerk.

cc:

Carry, Naomi

Edelman, Daniel A.

Gottlieb, Richard E.

Lamken, Jeffrey A.

Lefebvre, Christopher M.

Nathanson, Paul

Randall, Donn A.

Super, David A.

Zipprich, Renee

Exhibit "D"

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

No. 08-2353

Jones v. ABN Amro Mortgage Group, Inc.

To: Clerk

- 1) Unopposed Motion by Appellee Federal Deposit Insurance Corporation for Stay Pending Exhaustion of the Mandatory Administrative Claims Process

The foregoing motion is granted. The appeal shall be stayed until the earlier of either a determination of Appellant's administrative claim or the expiration of the 180-day period following the filing of Appellant's administrative claim, namely April 7, 2009. The parties are directed to file written reports addressing the status of the pending administrative proceeding on January 5, 2009, and every thirty (30) days thereafter until the claim is determined. If an additional stay is required, the parties must file a motion so advising the Court on or before April 7, 2009. A briefing schedule will issue upon expiration of the stay period, absent the filing of another stay request.

For the Court,

/s/ Marcia M. Waldron

Clerk

Dated: December 4, 2008
MB/cc: Francis J. Farina, Esq.
Timothy M. Fraser, Esq.
Ellen Meriwether, Esq.
Joseph A. O'Keefe, esq.
Michael J. Willner, Esq.

Martin C. Bryce, Jr., Esq.
Thomas M. Hefferon, Esq.
Alan S. Kaplinsky, Esq.
Joseph F. Yenouskas, Esq.
Mark A. Aronchick, Esq.
Joseph A. Dwaretzky, Esq.
John S. Stapleton, Esq.
Daniel T. Brier, Esq.
Michael P. Broadhurst, Esq.
Bonnie R. Golub, Esq.
Susan Verbonitz, Esq.
Robert L. Hodges, Esq.
Jeffrey A. Lamken, Esq.,
Paul J. Nathanson, Esq.
Amy C. Purcell, Esq.
David A. Super, Esq.
Kirk K. VanTine, Esq.
Scott L. Vernick Esq.