

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re:

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Case No. 22-13884-NVA

RAPID RESTORATION, INC.,

*

(Chapter 7)

Debtor.

*

* * * * *

**PATRICIA B. JEFFERSON,
CHAPTER 7 TRUSTEE,**

*

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Plaintiff,

Adversary No. 24-00182

*

v.

*

JPMORGAN CHASE BANK, N.A.,

*

Defendant.

*

* * * * *

**TRUSTEE’S MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT
BY AND BETWEEN TRUSTEE AND DEFENDANT JPMORGAN CHASE BANK, N.A.**

Patricia B. Jefferson, the Chapter 7 trustee in the above-captioned bankruptcy case and the plaintiff in the above-captioned adversary proceeding (the “Trustee”), by her undersigned counsel, pursuant to Fed. R. Bankr. P. 9019, files this motion seeking the approval of a settlement agreement by and between the Trustee and the defendant herein, JPMorgan Chase Bank, N.A. (the “Motion”). In support of this Motion, the Trustee states as follows:

Background

1. The debtor herein, Rapid Restoration, Inc. (the “Debtor”), commenced the above-captioned case (the “Bankruptcy Case”) by filing a voluntary petition under Chapter 7 of the Bankruptcy Code on July 18, 2022 (the “Petition Date”).

2. The Trustee was appointed to serve as interim trustee in the Bankruptcy Case, and no other trustee was appointed at the Debtor’s meeting of creditors held on September 20, 2022. The Trustee has accepted her appointment, has qualified and is acting in that capacity.

The Controversy

3. Prior to the Petition Date, the President of the Debtor, Henry R. Tiburzi (“Tiburzi”), held a credit card (the “Tiburzi Chase Card”) issued by JPMorgan Chase Bank, N.A. (“Chase”).

4. In the above-captioned adversary proceeding (the “Adversary Proceeding”), the Trustee has alleged that, prior to the Petition Date (during the period of January 2020 to the Petition Date), the Debtor made a series of payments totaling \$90,734.66 to Chase on account of the Tiburzi Chase Card (the “Transfers”), and the Trustee has asserted that the Transfers constitute avoidable and recoverable transfers under 11 U.S.C. §§ 544(b), 548, and 550 and under applicable state law (the “Trustee’s Claims”).

5. Chase has asserted defenses to and denied any liability on the Trustee’s Claims, and the Parties have conducted informal discovery and settlement negotiations.

The Settlement

6. Chase and the Trustee have reached a resolution of the Trustee’s Claims, the terms of which are more fully set forth in a settlement agreement by and between the parties dated February 3, 2025 (the “Settlement Agreement”). A copy of the Settlement Agreement is attached hereto as *Exhibit A*.

7. As more fully set forth in the Settlement Agreement, Chase has agreed to pay the Trustee \$38,000.00.

Standard

8. Pursuant to Fed. R. Bankr. P. 9019, courts may approve a compromise or settlement after notice and a hearing.

9. “It is well established that a bankruptcy court’s approval of a settlement . . . is within its sound discretion.” *St. Paul Fire & Marine Ins. Co. v. Vaughn*, 779 F.2d 1003, 1010 (4th Cir. 1985). “Objection [to a proposed settlement] is not fatal to such a settlement if ‘[it] is found to be in the best interests of the estate as a whole.’” *Id.* (quoting *In re Flight Transp. Corp. Securities Litigation*, 730 F.2d 1128, 1138 (8th Cir. 1984)). *See also, Rahman v. Oncology Associates, P.C.*, 269 B.R. 139, 150 (D. Md. 2001) (“[T]he essential inquiry which this Court must make in this particular case is to determine whether the compromise reached by the parties is ‘fair and equitable’ and in the best interests of the estate.”); *In re Smith*, 210 B.R. 689, 692 (Bankr. D. Md. 1997) (“[I]t is also the obligation of a bankruptcy court to review independently a proposed compromise to determine whether it is fair and equitable and in the best interests of the bankruptcy estate.”).

10. When determining whether a particular settlement is “in the best interests of the estate,” a court must consider the following factors: (a) the probability of success in litigation; (b) the difficulties, if any, to be encountered in the matter of collection; (c) the complexity of the litigation involved (including the expense, inconvenience and delay necessarily attending the litigation); and (d) the paramount interest of the creditors and a proper deference to their reasonable views. *Rahman v. Oncology Associates, P.C.*, 269 B.R. at 149.

Argument

11. The Trustee believes that the Settlement Agreement is in the best interest of the bankruptcy estate. As state above, Chase has asserted defenses to and denied any liability on the Trustee's Claims, and the Parties have conducted informal discovery. Taking into consideration the defenses of Chase, the probability of success in litigation, as well as the cost of litigation, the Trustee believes that the Settlement Agreement is in the best interests of the bankruptcy estate.

12. The Settlement Agreement is also in the best interests of the estate because it provides funds for payment to the Debtor's creditors (\$38,000.00).

13. As required by Local Bankruptcy Rule 9013-2, the Trustee hereby states that no memorandum will be filed and that she will rely solely upon this Motion.

WHEREFORE, for the foregoing reasons, Patricia B. Jefferson, the Trustee, respectfully requests the following relief:

A. That the Court enter an order approving the Settlement Agreement by and between the Trustee and the Chase; and

B. That the Court grant the Trustee such other and further relief as is just and equitable.

/s/ Craig B. Leavers
Craig B. Leavers, Bar No. 26914
The Law Offices of Craig B. Leavers, LLC
P.O. Box 306
Cockeysville, Maryland 21030
Phone: (443) 318-4526
Craig@LeaversLaw.com

Attorney for Patricia B. Jefferson, Trustee

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 4th day of February, 2025, a copy of the foregoing was served on the parties listed below by electronic service via CM/ECF:

Robert W. Taylor, Jr., Esq.
Butler, Melfa & Taylor, P.A.
407 W. Pennsylvania Avenue
Towson, Maryland 21204
(Attorney for Debtor)

And on the parties listed below by first class mail, postage prepaid:

Daniel Z. Herbst, Esq
Reed Smith
1301 K Street, N.W.
Suite 1000 – East Tower
Washington, DC 20005
(Attorney for JPMorgan Chase Bank, N.A.)

Office of the United States Trustee
101 West Lombard Street, Suite 2625
Baltimore, Maryland 21201

Rapid Restoration, Inc.
7855 Belair Road
Nottingham, Maryland 21236
(Debtor)

/s/ Craig B. Leavers

Craig B. Leavers

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Agreement”) is made this 3rd day of February, 2025, by and between **PATRICIA B. JEFFERSON, CHAPTER 7 TRUSTEE FOR THE ESTATE OF RAPID RESTORATION, INC.** (the “Trustee”) and **JPMORGAN CHASE BANK, N.A.** (“Chase”). In this Agreement, the Trustee and Chase may be referred to collectively as the “Parties” or individually as a “Party”.

WHEREAS, on July 18, 2022 (the “Petition Date”), Rapid Restoration, Inc. (the “Debtor”) filed a voluntary petition under Chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Maryland (the “Bankruptcy Court”), thereby commencing that bankruptcy case styled *In re Rapid Restoration, Inc.*, Case No. 22-13884-NVA (the “Bankruptcy Case”);

WHEREAS, the Trustee was appointed to serve as interim trustee in the Bankruptcy Case, and no other trustee was appointed at the Debtor’s meeting of creditors held on September 20, 2022. The Trustee has accepted her appointment, has qualified and is acting in that capacity;

WHEREAS, prior to the Petition Date, the President of the Debtor, Henry R. Tiburzi (“Tiburzi”), held a credit card issued by Chase (the “Tiburzi Chase Card”);

WHEREAS, in that adversary proceeding styled *Patricia B. Jefferson, Chapter 7 Trustee v. JPMorgan Chase Bank N.A.*, Adversary Proceeding No. 24-00182 (the “Adversary Proceeding”), the Trustee has alleged that, prior to the Petition Date (during the period of January 2020 to the Petition Date), the Debtor made a series of payments totaling \$90,734.66 to Chase on account of the Tiburzi Chase Card (the “Transfers”), and the Trustee has asserted that the Transfers constitute avoidable and recoverable transfers under 11 U.S.C. §§ 544(b), 548, and 550 and under applicable state law (the “Trustee’s Claims”);

WHEREAS, Chase has asserted defenses to and denied any liability on the Trustee's Claims, and the Parties have conducted informal discovery and settlement negotiations;

WHEREAS, the Trustee and Chase desire to settle the Trustee's Claims upon the terms and condition set forth herein.

NOW, THEREFORE, in consideration of the covenants and for good and valuable consideration, the receipt of which is hereby acknowledged, and without waiving any rights or claims except to the extent expressly provided herein, and without any admission of liability, the Parties agree as follows:

1. Settlement. The Trustee's Claims against Chase shall be resolved as follows:

1.1 Settlement Payment to Trustee. A single payment of \$38,000.00 by Chase (the "Settlement Payment"), made payable by check to "Patrcia B. Jefferson", will be delivered to [Miles & Stockbridge, ATTN: Patricia B. Jefferson, 100 Light Street, Baltimore, Maryland 21202 within fourteen (14) calendar days of the last occurring of: (1) the Parties' receipt of a fully executed copy of this Agreement bearing signature by the Trustee and Chase; (2) Chase's receipt of a current IRS W-9 Form properly executed by the Trustee; and (3) the Approval Order, as that term is defined by paragraph 1.4 herein, becoming final and no longer subject to reconsideration or appeal.

1.2 The Trustee's Release. Contingent upon the clearing of the Settlement Payment and entry of the Approval Order (defined herein), the Trustee, for herself and all of those on whose behalf the Trustee is authorized to act in her capacity as Trustee in the Bankruptcy Case, including that bankruptcy estate, its creditors and claimants and all others claiming through it, does hereby forever release and discharge Chase and Chase's predecessors, successors, assigns, parent corporations (including, but not limited to, JPMorgan Chase & Co.), subsidiaries, affiliates,

holding companies, divisions, unincorporated business units, joint venturers, partners, insurers, officers, directors, shareholders, managers, employees, agents, servants, representatives, officials, attorneys, associates and trustees (collectively, the “Chase Related Persons”), from any actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, awards, extents, executions, claims and demands whatsoever, in law or in equity, or as a result of any arbitration or arising in connection with any act or omission, which the Trustee, the Debtor, or its bankruptcy estate ever had, now has or hereafter can, shall or may have, from the beginning of time through and including the date of execution of this Agreement, whether known or unknown, arising out of or related to the Trustee’s Claims and/or the Adversary Proceeding; provided, however, the release given by the Trustee herein does not extend to any obligations under this Agreement. To that end, contingent upon the clearing of the Settlement Payment and entry of the Approval Order, the Trustee shall promptly dismiss with prejudice and without costs the Adversary Proceeding by filing, in accordance with Rule 7041 of the Federal Rules of Bankruptcy Procedure, a stipulation of dismissal signed by the Parties (the “Dismissal Stipulation”).

1.3 Chase’s Release. Contingent upon the clearing of the Settlement Payment and entry of the Approval Order (defined herein), Chase, on behalf of itself, its successors or assigns, does hereby forever release and discharge the Trustee and the bankruptcy estate of the Debtor, as well as their respective professionals, from any actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, awards, extents, executions, claims and demands whatsoever, in law or in equity, or as a result of any arbitration, arising in

connection with any act or omission, which Chase ever had, now has or hereafter can, shall or may have, from the beginning of time through and including the date of execution of this Agreement, whether known or unknown, arising out of or related to the Trustee's Claims and/or the Adversary Proceeding; provided, however, (i) the release given by Chase herein does not extend to any obligations under this Agreement or to any obligations owed to Chase or any of its affiliates by any entity or individual other than the Debtor, including, without limitation, Tiburzi, but (ii) such release includes a waiver of any claim that Chase might have in the Bankruptcy Case under 11 U.S.C. § 502(h).

1.4 Approval of Agreement. The Trustee shall, at the earliest possible date, file a motion with the Bankruptcy Court seeking entry of an Order authorizing the Trustee to settle the Trustee's Claims in accordance with the terms and conditions provided for in this Agreement (the "Approval Order"). This Agreement (except for the Trustee's obligations under this Section 1.4) is conditioned upon and shall not become effective unless and until the Bankruptcy Court enters the Approval Order. If the Trustee receives any of the Settlement Payment prior to such approval, the Trustee shall hold such Settlement Payment in trust pending the Approval Order becoming a final, non-appealable order or, if there is an appeal, until entry of a final order with respect to the appeal. In the event that the Bankruptcy Court does not approve this Agreement, or there is a final, non-appealable order of an appellate court reversing the Approval Order, (i) the Trustee shall promptly return any of the previously received Settlement Payment to Chase, and (ii) this Agreement shall be null and void with the Parties returning to their original respective positions with no rights waived.

1.5 Confidentiality. The Parties agree that the terms and conditions of this Agreement, the amount of the settlement (including any reference to the range of settlement), all offers or

counteroffers, all non-publicly disclosed facts, information, documents and/or details about the Trustee's Claims and/or the Adversary Proceeding, and all other aspects of the negotiations between the Parties are confidential and shall not be disclosed or revealed by them, except that the Parties may disclose the terms of this Agreement in the following situations only: (a) by Chase to Chase Related Persons, as well as to any of their attorneys, accountants, the IRS, professional advisors, auditors, regulators and/or other agents who are required to know of the Agreement or its terms in order to carry on the business affairs in the ordinary course of business, in the event that Chase or such Chase Related Person determines, in its sole discretion, that such disclosure is necessary; (b) by the Trustee to her tax return preparer, the IRS, accountants, auditors, or attorneys in the event that Trustee determines, in her sole discretion, that such disclosure is necessary; (c) by any of the Parties if necessary to enforce or litigate over any provision of this Agreement and any modifications thereto, including any subsequent proceeding in which any Party alleges a breach of this Agreement; (d) a Party may disclose only the underlying facts and circumstances giving rise to the Action in any civil action or arbitration matter after that Party has been properly served with a subpoena issued by a court of competent jurisdiction; and (e) the extent required by law. Notwithstanding the foregoing, the Trustee is authorized to file this Agreement with the Bankruptcy Court for approval of the settlement and serve a full copy on the Debtor, creditors, and other interested parties, and any non-disclosure provision in this Agreement does not prohibit or restrict any party from voluntarily initiating communications directly with, or responding to any inquiry from, or providing testimony before, the SEC, FINRA, or any other self-regulatory organization or any other federal or state regulatory authority regarding any facts or information within the scope of any non-disclosure provision of this Agreement. In the event a court or other tribunal of competent jurisdiction shall compel disclosure or production of this Agreement or any

part hereof, the Party compelled to disclose will provide immediate written notice to the non-disclosing Party in accordance with Section 3.11 of this Agreement.

2. Representations and Warranties.

2.1 The Parties acknowledge, warrant and represent the following: (i) the only representations of law or fact on which they have relied are expressly set forth in the Agreement, they disclaim any reliance in executing the Agreement on any representations not contained herein, and no other representations or inducements by the opposing Party or the opposing Party's attorney, agent or representative have caused her or it, respectively, to execute the Agreement; (ii) the Parties had the opportunity to seek and rely upon the advice of their counsel in the negotiation and execution of this Agreement; (iii) no tax advice has been offered or given by either Party in the course of these negotiations, and each Party is relying upon the advice of her or its own tax consultant with regard to any tax consequences that may arise as a result of the execution of this Agreement; (iv) the Parties subsequently may discover facts different from or in addition to those now known or believed to be true regarding the subject matter of this Agreement and agree that this Agreement shall remain in full force and effect notwithstanding the existence or discovery of any such different or additional facts; and (v) the Parties mutually drafted this Agreement and therefore this Agreement shall not be construed more strictly against any either party.

2.2 Additionally, the Trustee warrants and represents that she is the sole and absolute legal and equitable owner of the claims, demands, obligations, etc. covered by the release in Section 1.2 of this Agreement; that Trustee's Claims have not been assigned, transferred or disposed of in fact, by operation of law or in any matter whatsoever; and that the Trustee has the full right and power to execute and deliver the release in Section 1.2 and the other agreements contained herein, subject to the approval of the Bankruptcy Court.

3. **Miscellaneous.**

3.1 **Cooperation, Further Assurances.** The Parties agree to execute and deliver such documents and take such further actions as another Party may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Agreement.

3.2 **Entire Agreement.** This Agreement (including the Dismissal Stipulation) shall constitute the entire agreement among the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, agreements, arrangements and understandings, both oral and written, between the Parties with respect to such matter.

3.3 **Amendment.** This Agreement may not be amended or modified in any respect, except by the mutual written agreement of the Parties (and, if required, approved by the Bankruptcy Court).

3.4 **Waivers and Remedies.** The waiver by any of the Parties of any other Party's prompt and complete performance, or breach or violation, of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any of the Parties of the right to exercise any right or remedy that it may possess hereunder shall not operate nor be construed as a bar to the exercise of any right or remedy by such Party upon the occurrence of any subsequent breach or violation.

3.5 **No Admission of Liability.** The Parties agree that this Agreement, its terms and/or the Parties' negotiations of it shall not constitute or be construed as an admission by Chase of the truth of any of the allegations made or of any liability, fault, or wrongdoing of any kind whatsoever. Neither this Agreement nor any of its terms shall be offered as or received into evidence in any pending or future civil, criminal or administrative proceeding or action against any Party hereto in

any court, administrative agency or other tribunal, for any purpose whatsoever, except as may be necessary to enforce or to effectuate the terms of this Agreement.

3.6 Jurisdiction. The Parties acknowledge and agree that the Bankruptcy Court shall have the exclusive jurisdiction over this Agreement and that any claims arising out of or related in any manner to this Agreement shall be properly brought only before the Bankruptcy Court.

3.7 Governing Law. The laws of the State of Maryland shall govern the rights and obligations of the Parties under this Agreement, as well as the interpretation and construction and enforceability thereof, and any issues relating to the transactions contemplated herein, without giving effect to the principles of conflicts of laws that would require the application of laws of another jurisdiction. The Parties acknowledge and agree that the Bankruptcy Court shall have the exclusive jurisdiction over this Agreement and that any claims arising out of or related in any manner to this Agreement shall be properly brought only before the Bankruptcy Court.

3.8 Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an enforceable document, but all of which together shall constitute one and the same document. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" signature page were an original thereof.

3.9 Rule of Construction. The Parties acknowledge that each Party and its counsel have reviewed this Agreement, and the Parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

3.10 Captions and Headings. The captions, headings and titles in this Agreement are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of this Agreement, and shall not be used in construing this Agreement.

3.11 Notices. If notice to a Party must be provided under the terms of this Agreement, notice will be deemed provided by sending the required notice and/or documents and materials via certified U.S. Mail, with postage prepaid, to the respective addresses:

(a) For Trustee: Craig B. Leavers, Esq.
The Law Offices of Craig B. Leavers, LLC
P.O. Box 306
Cockeysville, Maryland 21030

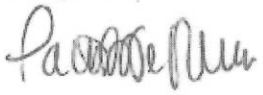
(b) For Chase: JPMorgan Chase & Co.
Attn: Matthew J. Reedy
10 S. Dearborn Street
Chicago, Illinois 60603

With a copy to: Reed Smith LLP
Attn: Alissa K. Piccione
599 Lexington Avenue
New York, New York 10022

[Signatures appear on the following page.]


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**PATRICIA B. JEFFERSON, CHAPTER 7
TRUSTEE FOR THE ESTATE OF RAPID
RESTORATION, INC.**

By: 

Patricia B. Jefferson, Chapter 7 Trustee

JPMORGAN CHASE BANK, N.A.

By: 

Name: ~~Matt~~ Reedy
Title: VP, Asst GC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re:

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Case No. 22-13884-NVA

RAPID RESTORATION, INC.,

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(Chapter 7)

Debtor.

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**PATRICIA B. JEFFERSON,
CHAPTER 7 TRUSTEE,**

*

Plaintiff,

*

Adversary No. 24-00182

*

v.

*

JPMORGAN CHASE BANK, N.A.,

*

Defendant.

*

* * * * *

**ORDER APPROVING SETTLEMENT AGREEMENT
BY AND BETWEEN TRUSTEE AND JPMORGAN CHASE BANK, N.A.**

Upon consideration of the Trustee’s Motion for Approval of Settlement Agreement By and Between Trustee and JPMorgan Chase Bank, N.A. (the “Motion”), and no opposition to the Motion having been filed, and having determined that the proposed settlement at issue in the

Motion is in the best interests of the Debtor's estate, it is, by the United States Bankruptcy Court for the District of Maryland,

ORDERED, that the Motion is hereby GRANTED; and it is further

ORDERED, that the terms of the settlement agreement by and between the parties dated February 3, 2025, attached to the Motion as Exhibit A (the "Settlement Agreement"), are hereby approved; and it is further

ORDERED, that Patricia B. Jefferson, the Chapter 7 trustee, may take any and all actions necessary and appropriate to effectuate and consummate the Settlement Agreement.

cc: Robert W. Taylor, Jr., Esq., *via CM/ECF*

Craig B. Leavers, Esq., *via CM/ECF*

Daniel Z. Herbst, Esq
Reed Smith
1301 K Street, N.W.
Suite 1000 – East Tower
Washington, DC 20005

Office of the United States Trustee
101 West Lombard Street, Suite 2625
Baltimore, Maryland 21201

Rapid Restoration, Inc.
7855 Belair Road
Nottingham, Maryland 21236

END OF ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re:

*

Case No. 22-13884-NVA

RAPID RESTORATION, INC.,

*

(Chapter 7)

Debtor.

*

* * * * *

**PATRICIA B. JEFFERSON,
CHAPTER 7 TRUSTEE,**

*

*

Plaintiff,

Adversary No. 24-00182

*

v.

*

JPMORGAN CHASE BANK, N.A.,

*

Defendant.

*

* * * * *

**NOTICE OF TRUSTEE’S MOTION FOR APPROVAL
OF SETTLEMENT AGREEMENT BY AND BETWEEN TRUSTEE
AND DEFENDANT JPMORGAN CHASE BANK, N.A.**

TO CREDITORS AND PARTIES IN INTEREST:

PLEASE TAKE NOTICE that Patricia B. Jefferson, the Chapter 7 Trustee, has filed a motion seeking the approval of a settlement agreement resolving the above-captioned adversary proceeding (the “Motion”). A copy of that Motion is attached.

NOTICE IS FURTHER GIVEN that your rights may be affected by the Motion. You should read the Motion carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult one. Objections to the Motion must be filed within twenty-one (21) days from the date of this Notice with the Office of the Clerk, United States Courthouse, United States Bankruptcy Court, 101 W. Lombard Street, Suite 8530, Baltimore, Maryland 21201. A copy of any objection must be served on the undersigned and upon the Office of the United States Trustee, 101 W. Lombard Street, Suite 2625, Baltimore, Maryland 21201. If objections are filed, they must contain a complete specification of factual and legal grounds upon which they are based. If no objections are timely filed, the Court may act upon the Settlement Agreement without conducting a hearing and approve the proposed Settlement Agreement

without further notice. The Court, in its discretion, may conduct a hearing or determine the matter without a hearing regardless of whether an objection is filed. Parties desiring further information may contact the undersigned counsel.

Date: February 4, 2025

/s/ Craig B. Leavers
Craig B. Leavers, Bar No. 26914
The Law Offices of Craig B. Leavers, LLC
P.O. Box 306
Cockeysville, Maryland 21030
Phone: (443) 318-4526
Craig@LeaversLaw.com

Attorney for Patricia B. Jefferson, Trustee

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 4th day of February, 2025, a copy of the foregoing was served on the parties listed below by electronic service via CM/ECF:

Robert W. Taylor, Jr., Esq.
Butler, Melfa & Taylor, P.A.
407 W. Pennsylvania Avenue
Towson, Maryland 21204
(Attorney for Debtor)

And on the parties listed below by first class mail, postage prepaid:

Daniel Z. Herbst, Esq
Reed Smith
1301 K Street, N.W.
Suite 1000 – East Tower
Washington, DC 20005
(Attorney for JPMorgan Chase Bank, N.A.)

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101 West Lombard Street, Suite 2625
Baltimore, Maryland 21201

Rapid Restoration, Inc.
7855 Belair Road
Nottingham, Maryland 21236
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/s/ Craig B. Leavers
Craig B. Leavers