UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

IN THE MATTER OF	)	
	)	
DALE THOMAS LASKOWSKI,	)	CASE NO. 01-35157 HCD
	)	CHAPTER 13
	)	
DEBTOR.	)	
	)	
	)	
DALE THOMAS LASKOWSKI and	)	
DEBRA L. MILLER,	)	
	)	
PLAINTIFFS,	)	
vs.	)	PROC. NO. 07-3047
	)	
AMERIQUEST MORTGAGE COMPANY, AMC	)	
MORTGAGE SERVICES, INC., US BANK	)	
NATIONAL ASSOCIATION, CITI	)	
RESIDENTIAL LENDING, INC., and	)	
CITIGROUP, INC.,	)	
	)	
DEFENDANTS.	)	

Appearances:

Cathleen M. Shrader, Esq., Michael P. O'Hara, Esq., and Thomas P. Yoder, Esq., attorneys for plaintiffs, Barrett & McNagny, LLP, 215 East Berry Street, Fort Wayne, Indiana 46802;

Dale Thomas Laskowski, pro se, 1722 S. Brookfield Street, South Bend, Indiana 46613;

Bernard E. LeSage, Esq., attorney for Ameriquest and AMC Mortgage Services, 1000 Wilshire Boulevard, Suite 1500, Los Angeles, California 90017;

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Mark J. Adey, Esq., and Timothy J. Abeska, Esq., attorneys for Citi Residential Lending and Citigroup, Inc., 600 1st Source Bank Center, 100 North Michigan Street, South Bend, Indiana.

MEMORANDUM OF DECISION

At South Bend, Indiana, on September 30, 2010.

Before the court is the Motion to Withdraw Admissions ("Motion") filed by Dale Thomas Laskowski, chapter 13 debtor ("debtor" or "plaintiff"). Defendant Ameriquest Mortgage Company ("Ameriquest" or "defendant") filed an Opposition to the plaintiff's Motion, and the plaintiff filed a Reply in Support of it. This Motion was filed after the parties' cross-motions for summary judgment had been submitted but before the motions had been taken under advisement. For the reasons that follow, the court grants the plaintiff's Motion to Withdraw Admissions.[1]

Background

On October 19, 2000, Dale Thomas Laskowski purchased a home on Brookfield Street in South Bend, Indiana. He executed an adjustable rate Note, with an adjustable rate rider, in favor of Ameriquest in the amount of $44,250.00 ("Note"). As security for the Note, he granted Ameriquest a mortgage ("Mortgage") on the home. The debtor filed a voluntary chapter 13 petition on October 16, 2001. On November 1, 2001, he filed his proposed chapter 13 Plan; it was confirmed without objection from Ameriquest, and the chapter 13 Trustee began making monthly payments to Ameriquest on November 1, 2001. On December 4, 2001, Ameriquest submitted a proof of claim stating that the principal balance on the mortgage was $44,100.88 and that the pre-petition arrearage owed on the mortgage was $1,505.64. *See* R. 41, Ex. D (Proof of Claim).

In October 2006, the Trustee audited the debtor's case to verify whether the Note was post-petition current. On October 9, 2006, after the audit, the Trustee sent to Ameriquest by certified mail a "qualified written request" ("QWR") seeking to confirm the status of the debtor's account.[2] A response

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[1] The court has jurisdiction to decide the matter before it pursuant to 28 U.S.C. § 1334 and § 157 and the Northern District of Indiana Local Rule 200.1. The court has determined that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A).

[2] A "qualified written request" ("QWR") is a legal term of art found in the Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. § 2601 *et seq.* It is "a written correspondence . . . that (i) includes . . . the name and account of the borrower; and (ii) includes a statement of the reasons for the belief of the borrower, to the extent applicable, that the account is in error or provides sufficient detail to the servicer regarding other information sought by the borrower." § 2605(e)(1)(B). In addition, § 2605(e) requires that "any servicer of a federally related mortgage loan" which receives a QWR from the borrower or its agent "shall provide a written response acknowledging receipt of the correspondence within 20 days" and shall (continued...)

within 20 days and an explanation of the debtor's account questions within 60 days were required under the Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. § 2605(e).[3] Neither Ameriquest nor defendant AMC Mortgage Services, Inc. ("AMC"), acknowledged receipt of the request or responded to the questions raised in the QWR concerning the debtor's account in a timely manner, as the statute required.

Months later, when the Trustee received a response, she was notified that there were $519.00 in outstanding postpetition fees, costs, or advances; $3,874.15 owed in the escrow account; and a total of $3,953.10 due to bring the account current. AMC later listed escrow and post-petition advances of $6,829.73. After numerous attempts to resolve the dispute over the debtor's escrow account, the Trustee was informed that AMC would file an administrative claim for the post-petition shortfall. However, the Trustee's analysis of the loan indicates that the debtor, through the Trustee, timely made all required monthly payments to the defendants under the Note and Mortgage and pursuant to the terms of the Confirmed Plan. The Trustee and the debtor commenced this adversary proceeding against Ameriquest and several other defendants on May 9, 2007.[4]

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[2](...continued)
"make appropriate corrections" to the borrower's account or "provide the borrower with a written explanation" within 60 days. § 2605(e)(1)(A), (e)(2).

[3] RESPA is a federal statute enacted to provide consumers "with greater and more timely information on the nature and costs of the settlement process" and to protect consumers from "unnecessarily high settlement charges caused by certain abusive practices." 12 U.S.C. § 2601(a). Its purpose is "to effect certain changes in the settlement process for residential real estate that will result" in better disclosure of settlement costs to home buyers and sellers, elimination of kickbacks, reduction in amounts escrowed for payment of taxes and insurance, and other reforms. *Id.*, § 2601(b); *See Williams v. Countrywide Home Loans, Inc.*, 504 F. Supp. 2d 176, 191 (S.D. Tex. 2007).

> The Real Estate Settlement Procedures Act ("RESPA") imposes a duty upon loan servicers to respond to certain borrower inquiries. The Act provides for individual causes of action and "allows for actual damages, as well as statutory damages upon a showing of a pattern or practice of noncompliance with the duty to respond to borrower inquiries."

Hopkins v. First NLC Fin'l Servs, LLC (In re Hopkins), 372 B.R. 734, 746 (Bankr. E.D. Pa. 2007) (citation omitted).

[4] By the court's Order of July 23, 2009, the court approved the Stipulation dismissing the defendants Citi Residential Lending, Inc. and Citigroup, Inc., as parties to this adversary proceeding. The parties agreed that (continued...)

During discovery, the defendant Ameriquest sent a "First Set of Requests for Admission" to the debtor.[5] It asked for a written response to the following questions:

> 1. Admit that the escrow account for the loan currently has a balance of zero dollars ($0.00).
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> 2. Admit that, on or about September 23, 2008, Ameriquest provided a check to Citi Residential Lending in the amount of $3,874.15, to settle the escrow account for the loan.
>
> 3. Admit that Ameriquest is not preventing you from obtaining a discharge of your bankruptcy action.
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> 4. Admit that you did not communicate personally with Ameriquest regarding the escrow account for the loan during the pendency of the bankruptcy action.
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> 5. Admit that you did not suffer or incur any damage as a result of any issues with the escrow account for the loan.
>
> 6. Admit that Ameriquest properly applied payments that you made on the loan during the course of the bankruptcy action.
>
> 7. Admit that Ameriquest properly accounted for payments that you made on the loan during the course of the bankruptcy action.

R. 135, Ex. 1. The debtor filed no response to the Requests. In its Summary Judgment Brief, Ameriquest expressly relied upon the debtor's admission by default of Request Number 5. *See* R. 133 at 5.

On April 8, 2010, the debtor filed a Motion to Withdraw Admissions. *See* R. 144. In the Motion, the debtor explained that he discovered he had not received the Requests for Admission:

> On March 8, 2010, Defendants filed a Brief in Response to a Motion for Summary Judgment in which they attached Requests for Admission that they represented as being served on Laskowski. Defendants represent no answers to the Requests were received and submit the matters that are the subject of the requests are deemed admitted. However, Laskowski has neither a record of nor any memory of receiving Requests for Admission. *See* Affidavit of Dale Laskowski ¶¶ 2-4 (attached).

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[4](...continued)
all claims asserted in this adversary proceeding by and against CRL and Citigroup were resolved and were released with prejudice. Although the court's records do not reflect the current status of the *pro se* defendant "US Bank National Association," the court notes that the debtor's Motion to Withdraw Admissions concerns Requests for Admission filed by Ameriquest only.

[5] The Proof of Service stated that the requests for admission were served by mail, with first class prepaid postage, on April 29, 2009. The service list included the debtor Dale Thomas Laskowski and the Trustee's attorneys.

Id. at 1. The debtor and his bankruptcy counsel filed affidavits stating that there was no evidence that the Requests for Admission were served on the debtor. *See id.* at 2; Affs., attached.

The debtor argued that good cause existed to rescind the admissions that resulted from his failure to respond. He insisted that "the request in question, that Laskowski 'did not suffer or incur any damage as a result of the issues with the escrow account for the loan,' is demonstrably false." *Id.* at 2. He explained that he had been in bankruptcy since 2001 "as a direct result of the problems with the escrow account." *Id.* In addition, he argued, it was clear that the admission was contrary to the record in this case, since the record reflected that he was still in bankruptcy, years longer than necessary, and that he had to spend time consulting with his bankruptcy attorney and participating in the matters involved in this case. The debtor urged the court to find that he had shown good cause to be relieved of any admissions made by default, to allow the admissions to be withdrawn, and to permit him a reasonable amount of time to answer any discovery the defendant may serve upon him.

Ameriquest responded that the debtor, having neither responded to the request for admissions nor filed his motion to withdraw the admissions for more than a year after they were served, waived his right to request a withdrawal of his admissions. *See* R. 152 at 2. It insisted that the debtor in fact did not suffer any damages, since the debtor failed to identify any specific actual damages that he incurred as a result of Ameriquest's alleged failure to respond to the QWR or to analyze the loan. The defendant claimed that the proper standard for evaluating the debtor's motion to withdraw admissions was not whether the debtor had remained in bankruptcy for years after he performed all he was required to do. "Instead, the court must find that the Debtor has properly alleged damages that would completely contradict his prior admission." *Id.* at 3. It urged the court to find that the debtor's conclusory statement that he remained in bankruptcy was too speculative to establish the actual damages that were required in RESPA § 2605 violations.[6] *Id.* at 4.

Finally, the defendant asserted that the withdrawal of admissions would prejudice Ameriquest. It pointed out that cross-motions for summary judgment had been filed and briefed and that it had relied on

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[6] The defendant also suggested that the debtor no longer should be in bankruptcy, since he was paid $3,874.15 by Ameriquest, to cure the negative escrow balance, and $5,000 by Citi, in settlement.

that admission in the summary judgment motion. The defendant would be harmed further, it insisted, if it did not have the opportunity to address the debtor's withdrawn admissions. It urged the court to deny the debtor's Motion to Withdraw Admissions or, in the alternative, to provide Ameriquest time to serve additional discovery and to provide supplementary briefing before the court rules on the parties' cross motions for summary judgment.

DISCUSSION

Federal Rule of Civil Procedure 36(a), made applicable in adversary proceedings by Federal Rule of Bankruptcy Procedure 7036, provides that one party may serve on another party a written request to admit "the truth of any matters . . . relating to: (A) facts, the application of law to fact, or opinions about either; and (B) the genuineness of any described documents." Fed. R. Civ. P. 36(a)(1). The rule further states that, if a party fails to respond to a request for an admission within 30 days of its service, the matter is deemed admitted. *See* Fed. R. Civ. P. 36(a)(3); *Hasbrook v. Citibank (In re Hasbrook)*, 289 B.R. 375, 378 (Bankr. N.D. Ind. 2002). It is well established that a court may grant summary judgment based on a party's failure to respond to requests for admission. *See Fabriko Acquisition Corp. v. Prokos*, 536 F.3d 605, 607 (7th Cir. 2008); *United States v. Kasuboski*, 834 F.2d 1345, 1350 (7th Cir. 1987). Statements deemed to be admitted "can serve as the factual predicate for summary judgment." *Kasuboski*, 834 F.2d at 1350.

Nevertheless, Rule 36(b) provides that "the court may permit withdrawal or amendment when the presentation of the merits of the action will be subserved thereby and the party who obtained the admission fails to satisfy the court that withdrawal or amendment will prejudice that party in maintaining the action or defense on the merits." Withdrawal of admissions is a matter of the court's discretion. *See Banos v. City of Chicago*, 398 F.3d 889, 892 (7th Cir. 2005). "The purpose of Rule 36 is to eliminate the necessity of proving uncontroverted facts, not to discover what the facts are." *Neary v. Mosher (In re Mosher)*, 2009 WL 412692 at *3 (Bankr. N.D. Ill. Feb. 11, 2009). The rule should not be used to establish facts in dispute or to answer questions of law. *See Citibank (S.D.), N.A. v. Savage (In re Savage)*, 303 B.R.

766, 772 (Bankr. D. Md. 2003) (permitting withdrawal of a deemed admitted matter that "was clearly in dispute and central to the outcome of the instant suit").

The plaintiff used a "good cause" standard for evaluating his request, and the defendant used a "measure of actual damage" test. Neither criterion is used to determine whether the withdrawal of admissions is permitted. Rule 36(b) allows a court to withdraw deemed admissions if it finds that "withdrawal or amendment (1) would serve the presentation of the case on its merits, but (2) would not prejudice the party that obtained the admissions in its presentation of the case." *In re Carney*, 258 F.3d 415, 419 (5th Cir. 2001); *see also Moglia v Boat Warehouse (In re Outboard Marine Corp.)*, 2003 WL 22835009 at *3 (Bankr. N.D. Ill. Nov. 24, 2003). If those conditions are met, the court has discretion to permit the withdrawal. *Kasuboski*, 834 F.2d at 1350 n. 7.

Considering those factors, the court turned first to the debtor's reasons for requesting withdrawal of the deemed admissions. In his Motion, the debtor insisted that he did not receive and ignore the Requests for Admission. He stated in his Affidavit that he had no memory of the Requests and that, after searching his records, he found no such discovery document. *See* R. 144, Aff. He pointed out as well that, because Ameriquest did not file a Notice of Service with the court, there was no record of service of the document on the docket that would apprise him of the existence of the Requests. *See* R. 153 at 2. Had Ameriquest contacted him or sent a Rule 37 letter, the debtor suggested, it would have learned that the debtor had not received the Requests.[7] *See id.* at 4. The defendant countered that the debtor's delay of over a year to file his Motion to Withdraw Requests for Admission constituted a waiver of the debtor's right to make the request. *See* R. 152 at 2. It supported the argument by citing *Gabbanelli Accordions & Imports, L.L.C. v. Gabbanelli*, 575 F.3d 693 (7th Cir. 2009); it described the *Gabbanelli* holding in the parenthetical statement "denying motion to withdraw admissions for failure to respond to request for admissions after parties fully briefed motions for summary judgment because moving party waited too long to request withdrawal." *Id.*

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[7] The court notes that, on January 2, 2009, the Trustee filed and served on Ameriquest a Motion to Compel Response to Discovery due to Ameriquest's failure to respond to the discovery documents submitted to them by the plaintiffs. *See* R. 62. Ameriquest did not file and serve a similar motion on the debtor.

The court found the defendant's waiver argument unpersuasive. In the first place, *Gabbanelli* did not concern a waiver of a party's rights,[8] and it was clearly distinguishable from the case at hand. The defaulted party in that case "had no excuse for ignoring its opponent's request for admissions long, long past the deadline." *Gabbanelli*, 575 F.3d at 696. This defaulted party, in contrast, insisted that he never received the request for admissions, that he searched in vain for the document, and that he had no knowledge of its having been served on him until he read the defendants' summary judgment brief. In weighing the validity and credibility of the plaintiff's "excuse" for his non-response, the court considered whether the plaintiff debtor could have received the discovery request and done nothing.

After examining the debtor's argument and Affidavit in light of the record in this case, including the history of the debtor's nearly complete chapter 13 plan and the subsequent three-year litigation in this adversary proceeding, the court believes it is clear that the debtor would not have chosen to prolong his bankruptcy case by failing to fill out the discovery requests for more than a year. The court finds that the debtor has presented credible reasons to support withdrawal of the deemed admissions. It does not question that the defendant properly served the Requests; moreover, it acknowledges that service of the document was effective upon mailing and that the certificate of service was prima facie evidence of valid service. *See* Fed. R. Civ. P. 4; Fed. R. Bankr. P. 7004(b)(9), 9006(e). However, the court finds the debtor's statements that he had neither evidence nor memory of having been served with the Requests to be strong and convincing evidence of non-receipt. *See Homer v. Jones-Bey*, 415 F.3d 748, 752 (7th Cir. 2005) (setting forth general principle); *In re Outboard Marine Corp.*, 2003 WL 22835009 at *4 (permitting withdrawal of default admissions because affidavit provided strong and convincing evidence). Considering the lengthy delay in the resolution of this chapter 13 case, the court has no reason to believe that the debtor intentionally or negligently disregarded the discovery deadlines. The debtor's reasons for non-response support the withdrawal of the default admissions.

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[8] *Gabbanelli*'s only statement about waiver is "that parties to an arbitration agreement can always waive the agreement and decide to duke out their dispute in court." *Gabbanelli*, 575 F.3d at 695.

Another reason to allow the withdrawal of the deemed admissions is the core nature of the admission that the debtor is deemed to have made by default and on which the defendant has focused: the admission that the debtor "did not suffer or incur any damage as a result of any issues with the escrow account for the loan." Request Number 5. The court agrees with Ameriquest's statement that "Laskowski's admission that he suffered no damages is a material fact used to support Ameriquest's Motion for Summary Judgment." R. 152 at 5-6. Indeed, the issue of damages is a crucial issue in the lawsuit. Moreover, the debtor has made clear that he would not have admitted Request Number 5, had he responded. The court determines, therefore, that the debtor be allowed to withdraw the defaulted answer rather than deeming a disputed material fact "conclusively established" by default, so that a fuller presentation of the merits of the issue can be given. *See Printy v. Crochet & Borel Servs.*, 196 F.R.D. 46, 51 (E.D. Tex. 2000) ("Allowing plaintiffs to withdraw their default admissions on the ultimate issues in the lawsuit clearly will subserve trial on the merits."); *In re Outboard Marine Corp.*, 2003 WL 22835009 at *4 ("Permitting the withdrawal of the deemed admissions would facilitate the development of the matter in reaching the truth").

Finally, the court finds that the withdrawal of defaulted admissions is appropriate especially when those admissions are presented as proofs in motions for summary judgment. "Courts are particularly responsive to allowing late answers to a request for admissions when summary judgment is involved." *Fetla's Trading Post, Inc. v. Granet (In re Fetla's Trading Post, Inc.)*, 2006 WL 538802 at *3 (Bankr. N.D. Ill. March 2, 2006) (citing *White Consol. Indus., Inc. v. Waterhouse*, 158 F.R.D. 429 (D. Minn. 1994)); *see also Printy*, 196 F.R.D. at 50 ("The party against whom a motion for summary judgment is directed on the basis of . . . a matter deemed admitted may be allowed extra time to respond to a request, or to withdraw or amend an admission.") (citation omitted). In the court's view, the interests of justice are not served by allowing an automatic determination of the issues on summary judgment once those issues are challenged; an entry of summary judgment against the debtor on the complaint, based on the default admissions, also would produce an unduly harsh result. *See In re Fetla's Trading Post, Inc.*, 2006 WL 538802 at *4. The court concludes, therefore, that it may permit withdrawal of the deemed admissions under the first criterion of the Rule 36(b).

The second criterion requires that Ameriquest, the party who obtained the default admissions, demonstrate that withdrawal or amendment of the admissions would prejudice it in maintaining the action or defense on the merits. Ameriquest bears the burden of proving the prejudice. *See In re Outboard Marine Corp.*, 2003 WL 22835009 at *3. Ameriquest insisted that it would be prejudiced by the withdrawal of the admissions because it had fully briefed its summary judgment motion and would have no opportunity to address the withdrawal issue.[9]

Numerous courts have considered this proof of prejudice and have straightforwardly rejected it. They have held that "reliance on a deemed admission in preparing a summary judgment motion does not constitute prejudice." *Conlon v. U.S.*, 474 F.3d 616, 624 (9th Cir. 2007); *see also Raiser v. Utah County*, 409 F.3d 1243, 1246 (10th Cir. 2005); *Kirtley v. Sovereign Life Ins. Co. (In re Durability Inc.)*, 212 F.3d 551, 556 (10th Cir. 2000); *F.D.I.C. v. Prusia*, 18 F.3d 637, 640 (8th Cir. 1994). Instead, prejudice must be measured by the amount of difficulty a party may have in proving its case without the admitted evidence.

> In a sense, every party is "prejudiced" when an opponent is allowed to present evidence in support of her case; indeed, anything that decreases a party's chances of success could be deemed prejudicial. But the prejudice contemplated by Rule 36(b) is not simply that the party who obtained the admission will now have to convince the factfinder of its truth. Rather it relates to the difficulty a party may face in proving its case. This prejudice can also include prejudice to trial preparation or significant delay causing a party to forego discovery. Courts have also taken into account the reasonableness of a party's reliance on answers to requests to admit in determining whether that party would be prejudiced by allowing the answers to be withdrawn and amended.

Januszewski v. Village of Oak Lawn, 2008 WL 4898959 at *3 (N.D. Ill. Nov. 12, 2008) (quotation marks, citations omitted); *see also Craft v. Flagg*, 2009 WL 762461 at *2 (N.D. Ill. March 20, 2009); *cf. Rodriguez v. U.S.*, 2008 WL 5381240 at *1, n.1 (S.D. Cal. Dec. 22, 2008) (praising *Januszewski* as consistent with the plain language of Rule 36(b) and with Ninth Circuit law). In line with these decisions, this court determines

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[9] The court notes that Ameriquest again relied on *Gabbanelli*, 575 F.3d 693, and asserted that the Seventh Circuit ruled therein that "prejudice can also occur when the parties rely on the admissions in filing a motion for summary judgment". R. 152 at 5. However, *Gabbanelli* is inapposite in this case. The appellate court did uphold the district judge's denial of a motion to withdraw the admissions; but there was no discussion of Rule 36(b) or the prejudice prong to that rule. *Gabbanelli* therefore cannot be relied upon to justify the defendant's argument of prejudice.

that the preparation of a summary judgment in reliance on unanswered and, in the view of the debtor, erroneous admissions does not constitute "prejudice" as Rule 36(b) contemplates the requirement.

The court finds that the debtor has satisfied his initial burden of meeting the conditions set forth in Rule 36(b). Because the default admissions are critical to the disposition of this proceeding, permitting the withdrawal of the default admissions and allowing the debtor to respond to Ameriquest's Requests for Admission would further the resolution of the adversary proceeding on the merits. The court also finds that Ameriquest has not satisfied the prejudice requirement, on which it has the burden of proof. *See In re Outboard Marine Corp.*, 2003 WL 22835009 at *5 ("A defendant cannot argue that it will be prejudiced by the withdrawal simply because it is forced to defend the action on the merits as a result."). Accordingly, the court in its discretion grants the debtor's Motion to Withdraw Admissions to the defendant's Requests for Admission.

The debtor asked to be granted additional time to answer any discovery the defendant may serve. The defendant also requested time to serve additional discovery and to provide supplementary briefing before the court rules on the parties' cross motions for summary judgment. In its discretion, the court grants an additional discovery period; it also believes that the filing, by Ameriquest and by the plaintiff, of post-discovery, supplemental briefs will further the interests of justice and the resolution of the adversary proceeding. *See Banos*, 398 F.3d at 892 (stating that "[a] court, in its discretion, may permit a party to rescind admissions when doing so better serves the presentation of the merits of the case").

Consequently, the court directs that the debtor file his responses to "Defendant Ameriquest Mortgage Company's First Set of Requests for Admission to Plaintiff Dale Thomas Laskowski" within seven (7) days. In addition, the court grants Ameriquest's request for supplementary discovery and briefing. The parties are allowed 28 days, from the date of this Order, for discovery; 14 days after the discovery period has ended to provide the court with a final brief solely concerning the issues raised solely by the Requests for Admission and the debtor's responses thereto; and 14 days thereafter for replies to those briefs.

CONCLUSION

For the reasons stated above, the court grants the Motion to Withdraw default admissions filed by the debtor Dale Thomas Laskowski. The debtor is directed to file with defendant Ameriquest Mortgage Company his responses to "Defendant Ameriquest Mortgage Company's First Set of Requests for Admission to Plaintiff Dale Thomas Laskowski" within seven (7) days of the date of this Order.

In addition, the court grants Ameriquest's request for supplementary discovery and briefing. The parties are allowed 28 days for discovery and 14 days for a final brief solely concerning the issues raised by the Requests for Admission and the debtor's responses thereto.

Therefore, the debtor is required to file responses no later than October 6, 2010. Discovery is to be completed on or before October 27, 2010. Supplementary briefs, if any, are to be filed by each party no later than November 10, 2010. Replies to those briefs, if any, are due from each party 14 days thereafter, on November 24, 2010. The court then will take the supplemented Motions for Summary Judgment under advisement without further order.

SO ORDERED.

/s/ HARRY C. DEES, JR.
HARRY C. DEES, JR., JUDGE
UNITED STATES BANKRUPTCY COURT