

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

<p><b>JOSHUA F. VANNI,</b></p> <p style="padding-left: 40px;"><b>Plaintiff,</b></p> <p><b>vs.</b></p> <p><b>GMFS, LLC d/b/a GMFS MORTGAGE and SPECIALIZED LOAN SERVICES, LLC,</b></p> <p style="padding-left: 40px;"><b>Defendants.</b></p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><b>CIVIL ACTION NO. 1:23-00261-KD-M</b></p>
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**JUDGMENT**

This action is before the Court on the Revised Notice of Acceptance of Offer of Judgment, (Doc. 48), filed by Plaintiff Joshua F. Vanni. Based on the acceptance of Defendants’ Rule 68 Offer of Judgment, it is hereby **ORDERED** that **JUDGMENT** is entered in favor of Plaintiff and against Defendants GMFS, LLC d/b/a GMFS MORTGAGE and SPECIALIZED LOAN SERVICES, LLC as set forth in the agreed-to judgment:

Defendants will agree to accept a lump payment to fully reinstate the loan in the amount of \$40,000 for a period of 90 days from the effective date of the acceptance of the offer of judgment;

If the home is sold within the 90-day period, Defendants will accept a total loan pay-off of \$260,000. If there is a binding purchase agreement in place by the end of the 90—day period, Defendants agree to extend the terms listed above in order to accommodate the closing, not to exceed an additional 45 days.

Defendants will agree to remove the delinquent reporting with “N/D” (no data) for the months after the payments increased until the loan is either reinstated or satisfied as per this agreement. If there is no reinstatement or sale, then regular reporting may resume for the months after the time for reinstatement or sale has expired.

Defendants will pay a lump sum amount of \$15,000 within 7 days of delivery of acceptance of the offer of judgment signed by Mr. Vanni. This includes attorney’s fees and costs (in other words, Vanni releases his claim for fees under RESPA

which would be recoverable in full upon any non de minus recovery on the RESPA claim).

SLS makes this Offer of Judgment for the purposes specified in Fed. R. Civ. P. 68 and, therefore, this Offer of Judgment is not to be construed as an admission of jurisdiction, as an admission that SLS is liable in this action, and/or as an admission that Plaintiffs have suffered any damages.

(Doc. 48-1).

**DONE and ORDERED** this **25th** day of **November 2024**.

/s/ Kristi K. DuBose

**KRISTI K. DuBOSE**

**UNITED STATES DISTRICT JUDGE**