

FILED

Claim No.

2018 NOV 13 PM 12: 15

In Diggs Superior Court
AT THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

WESTERN DISTRICT OF TEXAS
BY G
COURT CLERK

Varnel Diggs – sui juris

Claimant at law

Common Law Writ:

DITECH FINANCIAL, LLC,
and NICOLE BARTEE,

A18CV0974LY

Wrong-doers

ORIGINAL WRIT: *complaint*

COME NOW, BEFORE THIS COURT OF RECORD; Private-person, Varnel, one of the people of the republic of Texas, hereinafter “Claimant” files his claim against Ditech, and Nicole Bartee hereinafter “tort-feasors”, “Action On The Case” Negligence Per se.

PARTIES

Varnel Diggs, property location;
17111 COPPERHEAD DRIVE, ROUND ROCK, TX 78664, LOT 8, UNNUMBERED BLOCK “SPRINGBROOK CENTRE, PHASE A”, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACORDING TO THE MAP OR PLAT THEREOF, RECORDED IN BOOK 86, PAGES 66B-68D, PLAT RECORDS, TRAVIS COUNTY, TEXAS.

DITECH FINANCIAL, LLC, Representative Nicole Bartee (St. Bar No. 24001674), 400 N. SAM HOUSTON PKWY E. Suite 900A, HOUSTON, TX 77060.

APPENDIX, Pg. 1

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ORDER OF THE COURT

Invoking the Common Law Jurisdiction: AT LAW: This phrase is used to point out that a thing is to be done according to the course of the common law, **Ex. A-1, Pg. 2-3**. Judge in his ministerial capacity is to attest this writ, **Ex. A-2, Pg. 4**. WRIT: A written judicial order to perform a specified act. **Ex. A-3, Pg. 5**.

CLAIM

By tacit agreement, tort-feasors charge of a tort, Negligence Per se has been affirmed, the alleged loan has expired, the lien is invalid and unenforceable.

ACTION ON THE CASE

Negligence per se, is a tort in common law jurisdiction, a civil wrong that caused claimant to suffer loss / harm resulting in legal liability for the tort-feasors who committed the tortious act which could have been prevented if not for tort-feasors negligence. **Ex. A-4, Pg. 6-7**. The lien has the appearance of voidable, but is void on it's face, and needs to be removed from title of homestead property. **Ex. A-5, Pg. 8**. By tacit agreement, tort-feasor's are estoppel by acquiescing the administrative process to assert standing to challenge this claim. **Ex. A-6, Pg. 9**.

Claimant received a notice Aug. 02, 2018 from tort-feasor-Ditech fourteen(14) months after the statute of limitation to the alleged loan. **Ex. B-7, Pg. 10**. The SOL began to accrued Jun. 6, 2013 expired Jun. 6, 2017, it's now 2018. Claimant then sent a N and D letter for it to show standing to defend a void lien, sent Aug. 13, 2018 with a thirty(30) day expiration. **Ex. B- 8, Pg. 11**. It answered the N and D by sending three(3) notices, none justified standing to enforce a void lien. **Ex. B-9, Pg. 12**.

Tort-feasor-Bartee then sent a notice to institute a foreclosure proceeding, notice

received Sept.12, 2018. **Ex. B-10, Pg. 13.** Claimant than sent a second N and D letter to Ditech's representative Bartee Sept. 18, 2018 explaining the laws, statutes and codes governing Tx. Foreclosures, with homeowner documents attached, and Release of lien form to be completed and returned to claimant, with twenty(21) day expiration. **Ex. B-11, Pg. 14.** Tortfeasor-Bartee did not respond to notice after receiving it Sept. 20, 2018.

Wherefore, a notice of default followed Oct. 16, 2018 explaining the consequence of defaulting, and an additional release of lien form, allowing an additional seven(7) days to settle this matter out of court. **Ex. B-12, Pg. 15.** received Oct. 19, 2018. Tortfeasor-Bartee then sent a Notice of acceleration to claimant Oct. 26, 2018 totally disregarding the law. **Ex. B-13, Pg. 16.** Claimant responded with a Notice of Abatement, due to her failure to reply to the N and D letter. **Ex. B-14, Pg. 17.**

Chain Of Conveyance Is Superior Than That of Tort-feasors, Out Of a Common Source.

Certification of loan Paid in full, from Wells fargo. **Ex. C-15, Pg. 18.** Original Mortgage Release / Reconveyance, from Wells Fargo. **Ex. C-16, Pg. 19.** Release of Lien form signed by Wells Fargo, VP. **Ex. C-17, Pg. 20.** Title search of property displays claimant as superior lien holder since 1993. **Ex. C-18, Pg. 21.** And Homestead Affidavit. **Ex. C-19, Pg. 22**

The loan has been in dispute since Nov. 10, 2010, nothing has been paid on this alleged loan. Claimant request a remedy under trespass to try title by which to resolve competing claims to property, claimant seeks a writ that voids any adverse claim, to vest clear title in the name of the claimant. Possession has never been abandoned by

claimant, he continue to reside and maintain the property, he has alleged right, title, or ownership in himself with sufficient certainty to assure the court's decision is just to warrant a judicial seal and/or signature in favor of claimant. **Ex. A-5, Pg. 8.**

CONCLUSION

Claimant has a natural and constitutionally protected right to be protected from unlawful interference from tort-feasors encroachment of title, and his "pursuit of happiness". This interference has harmed and effected claimant's quality of life, this property tort, is an intentional interference to deprive claimant's right of full possession to enjoy his property. **Ex. A-4, Pg. 6-7.** The courts have confirmed that for damages to be awarded for harm suffered, the harm must have been reasonably foreseeable.

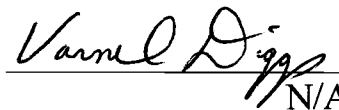
Wherefore, tortfeasor-Bartee has taken no action to prevent her client from doing further harm to a man after this matter has been brought to her attention. She, and Ditech is to be held responsible for punitive damages of \$10,000 for this intentional act of, Negligence Per se. The wrong-doers has waived their right to submit a verified counter-claim to disclaim these allegations brought against them by standing in silent during the administrative process. Any third party not apart of this suit, but dare to trespass this case, obstructing the process to cause unlawful or unreasonable delays shall be held in-contempt of \$2,500.00 per fine for each attempt at trespassing this Writ. Claimant reserve the right to a trial by jury of his peers, pursuant to the Sixth Amendment of the U. S. Constitution.

My Wish,

Is to quiet title, awarded punitive damages of \$10,000.00, court fees, and for this writ to be attested and signed by the judge or clerk of the court within twenty (21) days.

VERIFIED

Varnel Diggs, being of age, by oath declare under penalty of perjury that the above and foregoing factual claim, and the pleadings of the documents attached as exhibits, made herein, are true, correct and accurate to the best of my personal knowledge and/or belief, and not an assumption. Claimant is competent to testify as claimant in law, to the matters herein.

 _____ -sui juris.
N/A

SERVICE

I hereby certify that on this the 13th day of Nov, 2018, claimant declare that a true and correct copy of Original Writ, was served by certified U.S. Mail to Ditech Financial, LLC, Representative Nicole Bartee (St. Bar No. 24001674), Law Offices of Codilis & Stawiarski, PC 400 N. Sam Houston PKwy E. Ste. 900A Houston, TX 77060.

Regards,


Varnel Diggs

17111 Copperhead Dr.
Round Rock, TX 78664

Claim No.

In Diggs Superior Court
AT THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

Varnel Diggs,

Claimant at Law

Common Law Writ:

DITECH FINANCIAL, LLC,
and NICOLE BARTEE

Wrong-doers

EXECUTION OF INSTRUMENT

It is hereby verified that on this day the court came to consider as follow: That after reviewing the writ, the writ clearly and directly set out the facts that entitle claimant to relief. By serving the ministerial officer of the court with an "Action on the case", It is of the Court's decision to grant "Execution of instrument" in favor of Claimant-Varnel Diggs; Due to Ditech's Negligence Per se, and tacit agreement they are indeed trespassing title with an invalid and unenforceable lien. Claimant has decreed the law of this suit at law in the capacity of his own judicial authority, as (sovereign) One of the People of the Republic of Texas.

1) Quiet title, Granted _____,

2) \$10,000.00, Granted _____

3) Court fees, Granted _____ .

IT IS SO DECREED, Signed this _____ day of _____, 2018

_____, Judge or Clerk of said Court

APPENDIX

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EXHIBIT A - 1

JUDICIAL NOTICES, RULE 201(c) (2)

INVOKING COMMON LAW ADJUDICATION PROCESS, (CLA)

Common Law Jurisdiction

A Common law "court of record" is uncodified consisting of no comprehensive compilation of legal rules, statutes, and codes. Uncodified Common law is outside of the Constitutions, but authorizes the United States to support the Common Law with its judicial power, Article III, Sec. 2-1. See *Cruden v. Neal*, 2 N.C. 338 (1796) 2 S.E. 70. Common law. (Black's Law 5th Ed., p 899). Precedent or judge-made law, or case law) is that body of law derived from judicial decisions of courts and similar tribunals.

The defining characteristic of "common law" is that it arises as precedent. A plaintiff can initiate a case by giving the wrong-doer "a short and plain statement" of facts that constitute an alleged wrong. This reform moved the attention of courts from technical scrutiny of words to a more rational consideration of the facts, and opened access to justice far more broadly. See *City of Austin v. Hall* 93 Tex. 591 (Tex. 1900).

A "court of record" is not administrative, it's a judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it, and proceeding according to the course of common law proceedings acts and proceedings being enrolled for a perpetual memorial, and do not allow the judge to perform the duties of a tribunal, Coram non judice-In presence of a person not a judge.

All laws, rules and practices which are repugnant to the Constitution are null and void in a court of record. "It puts an end to inquiry concerning the fact, by deciding it". Ex parte Watkins, 3 Pet., at 202-203. See *Marbury v. Madison*, 5th US (2 Cranch) 137, 180.

AT LAW: This phrase is used to point out that a thing is to be done according to the course of the common law; it is distinguished from a proceeding in equity. A court is "The person and suit of the sovereign ."As distinguished from equity law, it is a body of rules and principles, written or unwritten, which are of fixed and immutable authority, and which must be applied to controversies rigorously and in their entirety, and cannot be modified to suit the peculiarities of a specific case, or colored by any judicial discretion, and which rests confessedly upon custom or statute, as distinguished from any claim to ethical superiority. As distinguished from ecclesiastical law, it is the system of jurisprudence administered by the purely secular tribunals. See *Osborn v. Bank of the United States*.

EXHIBIT A - 2

JUDICIAL NOTICE

MINISTERIAL OFFICER

The judge in his capacity as an “Ministerial officer”, is to attest this writ with the court’s seal and signature. As the living man this case is adjudicate by way of common law writ, I am settling this suit at law in the capacity of my judicial authority, as sovereign by serving the clerk of this court with an “Action on the case” document to perform an “Execution of instrument”.

Therefore, a court may take a particular action only if that action is authorized by constitutional provision, statute, common law, or the power to take the action arises from an inherent or implied power. Whether a person is or is not a ministerial officer depends not upon the character of the particular act which he may be called upon to perform or whether he exercises judgment or discretion with reference to such act, but whether the general nature and scope of the duties devolving upon him are of a ministerial character as distinguished from executive, legislative, or judicial. *Manufacturing Co. v. Holt*, 51 W. Va. 352, 41 S. E. 351 A duty imposed by law is ministerial when “the law clearly spells out the duty to be performed by the official with sufficient certainty that nothing is left to the exercise of discretion.” *Anderson v. City of Seven Points*, 806S.W.2d at 791; (Tex.1991).

A ministerial act is an act, especially of a governmental employee, in carrying out the mandates of statutes, legal authority, established procedures or instructions from a superior, without exercising any individual discretion.

EXHIBIT A - 3

JUDICIAL NOTICE

WRIT: RULE 15

In Common Law, a **writ** is a formal written order issued by a body with administrative or judicial jurisdiction, this body is generally a court, Common Law court is a common type of writ. A written judicial order to perform a specified act, or giving authority to have it done, as in a writ of mandamus or certiorari, or as in an "original writ" for instituting an action at common law. A written court order or a judicial process directing that a sheriff, court clerk or other judicial officer do what is commanded by the writ; or giving authority and commission to have it done requiring them to command the wrongdoer or accused, either to do justice to the claimant, or else to appear in court and answer the accusation against him. Claimant writ has all the elements and all the facts needed to cover all the necessary details, stating how and when the demand letter was made, The exact nature and circumstances of the refusal of Ditech to justify standing . The writ is proper for giving facts to support these allegations. Black's law 6th Edition. [Emphasis Added]. See *Chavco Investment Company, Inc. v. Pybus*. Also see *Anderson v. City of Seven Points*, 806 S.W.2d 791 (Tex. 1991).

EXHIBIT A - 4

JUDICIAL NOTICE

STANDARD OF REVIEW

NEGLIGENCE PER SE

Like any other allegation or argument made under the law, in order to establish that some wrongful act constitutes negligence per se, you must prove that all of the elements of a negligence per se action apply to the matter at hand. The elements of a negligence per se case are: The wrongful act constitutes a violation of a code, regulation, or statute. The claimant is the type of person the statute was designed to protect (such as pedestrians, the elderly, etc.). The injury suffered was the type that the statute sought to prevent, the statute which was violated had an associated penalty associated with violating the statute). The lawmakers who created the law intended for it to apply to injury cases, that the statute clearly establishes what type of conduct is to be avoided, and the court must feel that holding someone liable for a violation of the statute is fair, workable, and wise. The area of tort law known as negligence involves harm caused by failing to act as a form of carelessness possibly with extenuating circumstances. The core concept of negligence is that people should exercise reasonable care in their actions, by taking account of the potential harm that they might foreseeably cause to other people or property. See *United States v. Carroll Towing Co.*, 159 F.2d 169 (2d Cir. 1947).

Although crimes may be torts, the cause of legal action in civil torts may be due to negligence. The victim of the harm can recover their loss as damages in a lawsuit. In order to prevail, the plaintiff in the lawsuit, commonly referred to as the injured party, must show that the actions or lack of action was the legally recognizable cause of the harm. See *UDR TEXAS PROPERTIES, L.P. D/B/A/ THE GALLERY APARTMENTS, UNITED DOMINION REALTY TRUST, INC., ASR OF DELAWARE, L.L.C., AND UDR WESTERN RESIDENTIAL, INC., PETITIONERS, v. ALAN PETRIE, RESPONDENT.*

Legal injuries are not limited to physical injuries and may include emotional, economic, or reputational injuries as well as violations of privacy, property, or constitutional rights.

Tort lawsuits have a lower burden of proof, namely "preponderance of evidence". The tortfeasors had a duty to remove the void lien once it expired, or brought to the tortfeasor's attention. The existence of duty is a question of law for the court to decide from the facts surrounding the occurrence at issue. *Van Horn v. Chambers*, 970 S.W.2d 542, 544 (Tex. 1998); *Siegler*, 899 S.W.2d at 197; *Greater Houston Transp. Co. v. Phillips*, 801 S.W.2d 523, 525 (Tex. 1990). "The nonexistence of a duty ends the inquiry into whether negligence liability may be imposed." *Van Horn*, 970 S.W.2d at 544.

Generally, no duty exists to take action to prevent harm to others absent certain special relationships or circumstances. *Torrington Co. v. Stutzman*, 46 S.W.3d 829, 837 (Tex. 2000). SOURCE: Houston Court of Appeals – 01-10-00078-CV - 6/9/11
RELATED LEGAL TERMS: negligent conduct, omission, failure to act, exercise care, tort claims, claims sounding in tort, no fiduciary relationship, duty of care. In tort cases, our laws typically allow a plaintiff to recover damages to make him whole (actual damages) and damages to punish the wrongdoer (punitive damages). Actual damages can be broken into two categories: economic damages, which is the amount of money necessary to make the plaintiff financially whole, and non-economic damages, which includes compensation for things like pain and suffering, mental anguish and loss of

relationships with family members.

EXHIBIT A - 5

JUDICIAL NOTICE

TRESPASS TITLE

Trespass is a tort, a civil wrong because it interferes with a person's property rights. A trespass to try title action is the method for determining title to lands, tenements or other real property. It is the exclusive remedy by which to resolve competing claims to property. Any suit involving a dispute over the title to land is an action in trespass to try title, whatever its form and regardless of whether legal or equitable relief is sought. A trespass to try title is the exclusive method to adjudicate rival claims of title to real property. *Vernon v. Perrien*, 390 S.W.3d 47, 54 (Tex. App. - El Paso 2012, pet denied.). Trespass to try title is a statutory cause of action that is the method used for determining title to real property. Tex. Prop. Code § 22.001. To prevail on a trespass to try title action, a plaintiff must prove title to the property by: "(1) proving a regular chain of conveyances from the sovereign, (2) establishing superior title out of a common source, (3) proving title by limitations, or (4) proving title by prior possession coupled with proof that possession was not abandoned." *Caress v. Lira*, 330 S.W.3d 363, 364 (Tex. App.-San Antonio 2010) (citations omitted). A plaintiff in a trespass to try title suit also must rely on the strength of his or her own title. *Fricks*, 45 S.W.3d at 327. See *Ramsey v. Grizzle*, 313 S.W.3d 498, 505 (Tex. App.--Texarkana

EXHIBIT A - 6

JUDICIAL NOTICE

COMMON LAW DOCTRINE ESTOPPEL BY ACQUIESCENCE

Acquiescence, estoppel, injury accruing from one's acquiescence in another's action to his prejudice creates 'estoppel'. *Lebold v. Inland Steel Co.*, C.C.A. Ill, 125 F 2d 369, 375. Passive conduct on the part of one who has knowledge of the facts may be basis of estoppel. *Winslow v. Burns*, 47 N.M. 29, 132 P 2d 1048, 1050." Black's Law Dictionary, 5th Ed. (1979), p. 22, 23, Title "Acquiescence, estoppel by." If an estoppel is created as in this manner you may be ruled against by the agency or court regardless of what you do.

The common law doctrine of **estoppel by acquiescence** is applied when one party gives legal notice to a second party of a fact or claim, and the second part fails to challenge or refute that claim within a reasonable time. The tacit approval of conduct that might otherwise have provided grounds for an action but which cannot be objected to if undertaken with the consent of the party affected. Consent may be express or implied, and one circumstance where consent may be implied is where the party affected, in full knowledge of his rights, takes no action. The position of one who knows that he is entitled to impeach a transaction or to enforce a right and who neglects to do so for such a length of time that under the circumstances of the case the other party may fairly infer that he has waived or abandoned his fight [*Scott v Jackson*, 89 Cal 258, 26 P 899, quoting *Rapalje and Lawrence's Law Dictionary*; see also, *Lux v Haggin*, 69 Cal 255, 10 P 674].

EXHIBIT B - 7

NOTICE OF DEFAULT From DITECH

08/02/2018

VARNELL L DIGGS
17111 COPPERHEAD DR
ROUND ROCK, TX 78664-8511

Sent Via Certified Mail
9307 1100 1170 0966 3740 58

Loan Number: 33195165
Property Address: 17111 COPPERHEAD DR
ROUND ROCK, TX 78664-8511

Dear VARNELL L DIGGS:

This letter is formal notice by Ditech Financial LLC, the Servicer of the above-referenced loan, on behalf of FANNIE MAE AA 261840111, that you are in default under the terms of the documents creating and securing your Loan described above, including the Note and Deed of Trust/Mortgage/Security Deed ("Security Instrument"), for failure to pay amounts due.

You have a right to cure your default. To cure the default, you must pay the full amount of the default on this loan by 09/06/2018 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). Failure to cure the default on or before this date will result in acceleration of the sums secured by the Security Instrument and sale of the property.

As of the date of this notice, the total amount required to cure the default is \$115,981.07, which consists of the following:

Next Payment Due Date:		09/01/2012
Total Monthly Payments Due:		\$80,717.60
09/01/2012	at	\$1,076.50
10/01/2012	at	\$1,076.50
11/01/2012	at	\$1,076.50
12/01/2012	at	\$1,076.50
01/01/2013	at	\$1,076.50
02/01/2013	at	\$1,076.50
03/01/2013	at	\$1,076.50
04/01/2013	at	\$1,076.50
05/01/2013	at	\$1,076.50
06/01/2013	at	\$1,076.50
07/01/2013	at	\$1,076.50
08/01/2013	at	\$1,076.50
09/01/2013	at	\$1,076.50
10/01/2013	at	\$1,076.50
11/01/2013	at	\$1,076.50
12/01/2013	at	\$1,076.50
01/01/2014	at	\$1,076.50
02/01/2014	at	\$1,076.50
03/01/2014	at	\$1,076.50
04/01/2014	at	\$1,076.50
05/01/2014	at	\$1,076.50



TOTAL YOU MUST PAY TO CURE DEFAULT:

\$115,981.07

You can cure this default by making a payment of \$115,981.07 by 09/06/2018. Please note any additional monthly payments, late charges and other charges that may be due under the Note, Security Instrument and applicable law after the date of this notice must also be paid to bring your account current. You may contact our Loss Mitigation Department at 1-800-643-0202 to obtain updated payment information. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current default. Please include your loan number and property address with your payment and send to:

Ditech Financial LLC
Ditech Payment Processing PO Box 660934
Dallas, TX 75266-0934

If you wish to dispute the delinquency, or if you dispute the calculation of amount of the delinquency and reinstatement amount, you may contact us by calling 1-800-643-0202.

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, Ditech Financial LLC offers consumer assistance programs designed to help resolve delinquencies and avoid foreclosure. These services are provided without cost to our customers. You may be eligible for a loan workout plan or other similar alternative. If you would like to learn more about these programs, you may contact the Loss Mitigation Department at 1-800-643-0202 from Monday - Friday 7 am to 8 pm and Saturday 7 am to 1 pm CST. Or call us via TDD at 1-800-643-0202 #711. You may also visit our website www.Ditech.com. WE ARE VERY INTERESTED IN ASSISTING YOU.

You have the right to reinstate the loan after acceleration and to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale. If foreclosure proceedings are undertaken, we may pursue a deficiency judgment, if permitted by applicable law. Failure to respond to this letter may result in the loss of your property. To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purposes only and does not constitute a demand for payment or an attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address and telephone number.

Ditech Financial LLC is the mortgage servicer for the mortgagee of the Deed of Trust and the parties have entered into an agreement granting Ditech Financial LLC authority to service the mortgage and represent the mortgagee (the "Servicing Agreement"). Pursuant to the Servicing Agreement, Ditech Financial LLC is granted authority to collect and service debt associated with the Deed of Trust. Under §51.0025 of the Texas Property Code, Ditech Financial LLC, as mortgage servicer, is authorized to administer any resulting foreclosure of the property covered by the Deed of Trust on behalf of the Mortgagee. All communication about your mortgage should be made through the Mortgage Servicing Department of Ditech Financial LLC at P.O. Box 6172, Rapid City, SD 57709-6172.

Ditech Financial LLC is attempting to collect a debt, and any information obtained will be used for that purpose. Unless you notify us within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us within thirty (30) days from receiving this notice that you dispute the validity of this debt or any portion thereof, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. Upon your written request within thirty (30) days after the receipt of this letter, we will provide you with the name and address of the original creditor, if the original creditor is different from the current creditor.



EXHIBIT B - 8

NOTICE AND DEMAND Sent To DITECH,

7016 3010 0000 2804 5975

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT**
 Domestic Mail Only

For delivery information, visit our website at www.usps.com™.

OFFICIAL USE

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$1.42
Total Postage and Fees	\$7.62

Postmark Here
 AUG 13 2018
 08/10/2018

Sent To: Ditech Financial, LLC
 Street and Apt. No., or PO Box No. P.O. Box 6172
 City, State, ZIP+4® Rapid City SD 57709-6172

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X AUG 13 2018 <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <u>Ditech Financial, LLC</u> <u>P.O. Box 6172</u> <u>Rapid City, SD 57709-6172</u>		B. Received by (Printed Name) <u>Doug M. [Signature]</u>	
2. Article Number (Transfer from service label) 7016 3010 0000 2804 5975		C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
9590 9402 3918 8060 3633 93		E. Delivery Address <u>6172</u>	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

Varnel Diggs

17111 COPPERHEAD DR.
ROUND ROCK, TX 78664

To:

DITECH FINANCIAL, LLC
P.O. Box 6172
RAPID CITY, SD 57709-6172

IN RE: ACCOUNT NUMBER: 33195165

NOTICE AND DEMAND

Ditech Financial, LLC,

Receipt of formal notice from Ditech Financial LLC, on behalf of FANNIE MAE AA 261840111 was received on 08/09/2018. (Ex. 1). This time-bared debt has expired June 17, 2018.

Under the Fair Debt Collections Practices Act (15USC 1692g). I hereby dispute this debt in it's entirety and state that I am not in default. DITECH's lien is invalid and unenforceable due to the tolling of the statue of limitation. Judgment rendered by the district court May 26, 2017, was in DITECH's favor, establishing abandonment of the April 18th, 2011 notice of acceleration, due to the mailing of DITECH's alleged subsequent notice of default to homeowner, June 6, 2013, has surpass the four(4) year limitations period.

To abandon acceleration, the courts simply require the banks to request for the arrears to be paid on the debt to restart the clock. Ditech's notice advising homeowner of an alleged default of an alleged loan is 388 days pass due.

Upon final judgment May 26, 2017, no TRO, nor injunction, or stay, of any form was not filed to prevent DITECH from moving forward with executing a notice of sale or rescission of the subsequent notice of default to restart the statute of limitations. Because of a lack of due diligence, Ditech has waived that right and is now trespassing on title. The question of when a cause of action accrues is a question of law for the court to decide. *Moreno v. Sterling Drug*, 787 S.W.2d 348, 351 (Tex. 1990).

Wherefore, Mr. Diggs, will seek a Judgment, in a Court of Record, attacking the expiration of DITECH's subsequent notice of default to remove cloud from title. See *TARRANT BANK, Appellant, v. Mark B. MILLER* and wife, Julia A. Miller, Appellees. See (Black's Law 5th Ed., p 1124-Quiet title action). This negligence resulted in a property tort, and is an unlawful interference. The expired contract is interfering with business transactions and depriving owner from the enjoyment of his homestead property. (Ex. 2, homeowner documents of ownership).

1) Pursuant to Texas Property Code - PROP § 51.002- (Sale of Real Property Under Contract Lien). A servicer is under strick notice requirements established by Texas Property Code). See *Cavillos v. Carrington Mortgage Services*.

2) Pursuant Tex. Civ. Prac. & Rem. Code § 16.004(a)(3)-Debts are time-barred with a four year expiration date. See *Moreno v. Sterling Drug*.

3) Pursuant to Tex. Civ. Prac. & Rem. Code 16.035(b)- A sale of real property under a power of sale in a mortgage or deed of trust that creates a real property lien must be made not later than four years after the day the cause of action accrues). See *Johnson v. Nationstar Mortgage, LLC, also Murphy v. HSBC Bank USA*, No. H-12-3278, 2014 U.S. Dist. LEXIS 57612 (S.D. Tex. Apr. 23, 2014).

4) Pursuant to Tex. Civ. Prac. & Rem. Code § 16.024; A person [i.e., the original owner] must bring suit to recover real property held by another in peaceable and adverse possession under title or color of title not later than three years after the day the cause of action accrues. See *Perkins v. McGehee*, 133 S.W.3d 291, 292 (Tex. App.—Forth Worth 2004, no pet.)

DEMAND:

1. Please provide a written response from someone who deny the following facts surrounding this matter as mentioned above.

If DITECH, is unwilling or unable to provide facts to validate this void and unenforceable lien to be valid, and should remain on title, then please provide a response within thirty(30) days. If no response within thirty(30) days then you admit that the lien is invalid, and is to be removed from title.

2. The artifice name Ditech used here to deceived is to be abated as a public nuisance.

I deny any corporate existence Ditech is attempting to administer in my name. I am the living soul, my christian name is capital V, and lower case, a-r-n-e-l and my family name is capital D, and lower case, i-g-g-s. Any future correspondence addressing homeowner as a corporation using all capital letters will be abated.

3. Homeowner in good faith has enclosed a release of lien form to be returned to him upon completion by DITECH or their representative. (Ex. 3)

This letter acts as a self executing confession that you are acting out of good faith and willingly providing false and misrepresentation under 15 USC1692e. In the event of future litigation, this letter will be used as an admission to the above facts. "Time is of the essence".

Sincerely,

Varnel L. Diggs,
512-657-8848
vdiggsster@gmail.com

08/13/2018

Article # 3010 0000 2804 5975

EXHIBIT B - 9

THE (3) RESPONSE NOTICES From DITECH

Aug. 27, 2018,

Sept. 10, 2018,

Sept. 11, 2018.



Ditech Financial LLC
P.O. Box 6172
Rapid City, SD 57709-6172
Tel: 1-877-624-8026
Fax: 1-866-870-9919
Ditech.com

August 27, 2018

VARNELL L. DIGGS
17111 COPPERHEAD DR
ROUND ROCK TX 78664-8511

RE: Your recent inquiry
Ditech Financial LLC ("Ditech")
Account Number: 33195165

Dear VARNELL L. DIGGS:

We wanted to let you know we received your question about your Ditech account on 08/13/2018. We're looking into the matter and will get back to you as soon as we have all the information. You can expect to receive the written response within thirty (30) days from the date we received your correspondence.

If you have any further questions, please don't hesitate to contact one of our Customer Service representatives at 1-877-624-8026, Monday - Friday 7 a.m. to 8 p.m., and Saturday 7 a.m. to 1 p.m. CST.

Sincerely,

Ditech Customer Service
Correspondence Department
1-877-624-8026
Monday - Friday 7 a.m. to 8 p.m., and Saturday 7 a.m. to 1 p.m. CST



0901094 000000854 096C27 2 of 2

September 10, 2018

Ditech Financial LLC
PO Box 6172
Rapid City, SD 57709-6172
Phone: 1-800-643-0202
Fax: 1-866-870-9919
Ditech.com

VARNELL L. DIGGS
17111 COPPERHEAD DR
ROUND ROCK, TX 78664

RE: Ditech Financial LLC ("Ditech")
Account Number: 33195165

Dear VARNELL L. DIGGS:

Ditech is in the process of reviewing your written request on the above-referenced account. Our research has not concluded. The purpose of this letter is to notify you of our ongoing investigation in an effort to provide you with a resolution.

If you have any additional questions, please call us toll-free at 1-800-643-0202, Monday – Friday, 7:00 a.m. – 8:00 p.m. CST, or on Saturday, 7:00 a.m. – 1:00 p.m. CST. We are closed on Sundays.

Respectfully,

Ditech

This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.



Ditech Financial LLC
P.O. Box 6172
Rapid City, SD 57709-6172
T: (800) 643-0202
F: (866) 870-9919
ditech.com

September 11, 2018

VARNELL L DIGGS
17111 COPPERHEAD DR
ROUND ROCK TX 78664

RE: Ditech Financial LLC ("Ditech")
Account Number: 33195165

Dear Varnell L. Diggs:

This letter is in response to your correspondence received by Ditech regarding the above-referenced account number.

In connection with the concerns outlined in your letter and in verification of the debt with the original creditor, we have obtained and are enclosing a copy of the Texas Home Equity Note that you signed. After reviewing the Texas Home Equity Note, if you still dispute the validity of the debt, please provide us with further detail in support of your assertion, including any available supporting documentation (e.g., affidavits, cancelled checks, police reports, etc.). This documentation should be mailed to the above address for further research and we will respond accordingly.

The enclosed Notice of Servicing Transfer is sufficient evidence that we now have the servicing rights for this account.

Please be advised that our letters are addressed in uppercase letters pursuant to the United States Postal Service (USPS) requirements.

If you have any further questions or concerns, please contact our Customer Service Department at (800) 643-0202, Monday - Friday, 8:00AM to 12:00AM, ET, Saturday 8:00AM to 5:00PM, ET, and Sunday, 1:00PM to 5:00PM, ET.

Sincerely,

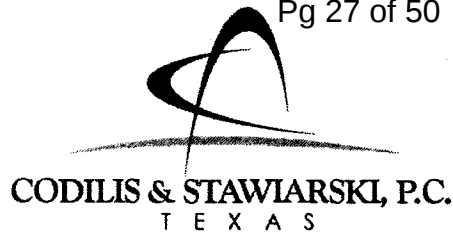
Ditech
Customer Service

LLE61wsG89I



EXHIBIT B - 10

NOTICE Of DEFAULT From NICOLE BARTEE



LAW OFFICES
400 N SAM HOUSTON PKWY E
SUITE 900A
HOUSTON, TX 77060
TELEPHONE 281.925.5200
FAX 281.925.5300

September 12, 2018

Varnell Lee Diggs
17111 Copperhead Drive
Round Rock, TX 78664

RE: Loan Number: #####5165
 Property Address: 17111 COPPERHEAD DRIVE
 ROUND ROCK, TX 78664
 File No.: 44-11-0845

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

Please be advised that your account has been referred to our office for the institution of foreclosure proceedings against 17111 COPPERHEAD DRIVE, ROUND ROCK, TX 78664. Our office is attempting to collect the debt that you owe the present creditor and any information we obtain will be used for that purpose.

In accordance with the above Act, you are hereby notified of the following information:


1. The amount of the debt: As of the date of this letter, you owe \$177,740.29. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (800) 934-4045.
2. The name of the creditor to whom the debt is owed: Ditech Financial LLC as servicer for Federal National Mortgage Association
3. Federal law gives you thirty (30) days after you receive this letter to dispute the validity of the debt or any part of it. If you don't dispute it within that period, we will assume that it is valid.
4. If you notify us in writing within thirty (30) days after receipt of this Notice that the debt or any portion thereof is disputed, we will obtain and mail you proof of the debt.
5. Also, if within the same 30 day period, you request in writing the name and address of the original creditor, if different from the current creditor, we will furnish that information too.

6. The law does not require us to wait until the end of the thirty (30) day period before commencing a foreclosure proceeding. If, however, you request proof of the debt or the name and address of the original creditor in writing within the thirty (30) day period that begins with your receipt of this letter, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

7. If you filed bankruptcy and received a discharge of the debt referenced herein and if the debt was not reaffirmed in the bankruptcy case or if you are not an obligor on the note, the creditor is exercising its *in rem* rights (the right to enforce the lien on the property securing the debt) as allowed under applicable law and the creditor is not attempting any act to collect, recover or offset the discharged debt as your personal liability.

Sincerely,

CODILIS & STAWIARSKI, P.C.

By: 
LISA L. COCKRELL
ANNAROSE HARDING
NICOLE BARTEE
SARAH S. COX

ATTORNEYS AT LAW

NOTE: Pursuant to the Fair Debt Collection Practices Act you are advised that this office is a debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

C&S No: 44-11-0845

Client Loan No.: #####5165

EXHIBIT B - 11

NOTICE AND DEMAND

WITH A RELEASE Of LIEN Form To NICOLE BARTEE

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

HOUSTON TX 77060
0449 06

OFFICIAL USE

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee)	\$2.38
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$1.63
Total Postage and Fees	\$7.83

Postmark: KATY TX 77409 SEP 18 2018 09/18

Sent To: *Cedric & Stawiariski, PC*
Street and Apt. No., or PO Box No.: *400 W. Sam Houston Pkwy E*
City, State, ZIP+4: *Houston TX 77060*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

4200 5725 1000 0900 8102

From:

Varnel Diggs

17111 COPPERHEAD DR.
ROUND ROCK, TX 78664

File # 44-11-0845

To:

Nicole Bartee

400 N. SAM HOUSTON PKWY E.
HOUSTON, TX 77060

SUITE 900A

IN RE: ACCOUNT NUMBER: 33195165

NOTICE AND DEMAND

Nicole Bartee,

Please be advised that this is a modified copy of the notice received by your client on Aug. 13th 2018. It was acknowledged as being received, but there has been no answer as to a question of fact and truth pertaining to the tolling of the loan. This time-bared debt has expired June 17, 2018.

Under the Fair Debt Collections Practices Act (15USC 1692g). I hereby dispute this debt in its entirety, DITECH's lien is invalid and unenforceable due to the tolling of the statute of limitation. Judgment rendered by the district court May 26, 2017, was in DITECH's favor, establishing abandonment of the April 18th, 2011 (notice of acceleration), due to the mailing of DITECH's (subsequent notice of default) to homeowner, sent June 6, 2013, has now surpassed the four(4) year limitations period. To abandon acceleration, the courts simply require the banks to request for the arrears to be paid on the debt to restart the clock. Ditech's notice advising homeowner of a default of an alleged loan is pass due.

Upon final judgment May 26, 2017, no TRO, nor injunction, or stay, of any form filed to prevent DITECH from moving forward with executing a notice of sale or rescission of the subsequent notice of default to restart the statute of limitations. Because of a lack of due diligence, Ditech has waived that right and is now trespassing on title. The question of when a cause of action accrues is a question of law. *Moreno v. Sterling Drug*, 787 S.W.2d 348, 351 (Tex. 1990).

Wherefore, claimant, will seek a Declaratory Judgment to quiet title, in a Court of Record, attacking the expiration of DITECH's subsequent notice of default to remove cloud from title. See *TARRANT BANK, Appellant, v. Mark B. MILLER and wife, Julia A. Miller, Appellees*. See (Black's Law 5th Ed., p 1124-Quiet title action). This negligence resulted in a property tort, and is an unlawful interference. The expired contract is interfering with business transactions and depriving him from full enjoyment of his homestead property.

STATUTES AND CODES IN HARMONEY WITH COMMON LAW

1) Pursuant to Texas Property Code - PROP § 51.002- (Sale of Real Property Under Contract Lien). A servicer is under strict notice requirements established by Texas Property Code). See *Calvillos v. Carrington Mortgage Services*.

2) Pursuant Tex. Civ. Prac. & Rem. Code § 16.004(a)(3)-Debts are time-barred with a four year expiration date. See *Moreno v. Sterling Drug*.

3) Pursuant to Tex. Civ. Prac. & Rem. Code 16.035(b)- A sale of real property under a power of sale in a mortgage or deed of trust that creates a real property lien must be made not later than four years after the day the cause of action accrues). See *Johnson v. Nationstar Mortgage, LLC, also Murphy v. HSBC Bank USA*, No. H-12-3278, 2014 U.S. Dist. LEXIS 57612 (S.D. Tex. Apr. 23, 2014).

4) Pursuant to Tex. Civ. Prac. & Rem. Code § 16.024; A person [i.e., the original owner] must bring suit to recover real property held by another in peaceable and adverse possession under title or color of title not later than three years after the day the cause of action accrues. See *Perkins v. McGehee*, 133 S.W.3d 291, 292 (Tex. App.—Forth Worth 2004, no pet.)

DEMAND:

1. Please provide a written response from someone who deny the following facts surrounding this matter as mentioned above.

If you (Nicole Bartee) or your associates, is unwilling or unable to provide facts to validate this void and unenforceable lien valid, to remain on title of homestead property, then please provide a response within twenty one(21) days to prove standing. If no response, you admit that the lien is invalid, and is to be removed from title.

A copy of a release of lien will be attached for your convenience, if the form is not to your standard, then provide one of your own with a signature and return to claimant-diggs within the allotted time.

2. Homeowner in good faith has enclosed a release of lien form to be returned to him upon completion by DITECH or a representative. (Ex. 1-release of lien form), (Ex. 2-homeownership documents).

This letter acts as a self executing confession that you are acting out of good faith and willingly providing false and misrepresentation under 15 USC1692e. In the event of future litigation, this letter will be used as an admission to the above facts.

I will hold you and your associates personally liable under a common law adjudication proceeding to be prosecuted to the fullest extent for any misconduct or frivolous actions, and reported to American Bar Association (ABA). "Time is of the essence".

Sincerely,

Varnel L. Diggs,

vdiggsster@gmail.com

Article # 7018 0360 0001 5773 0024

Recording Requested by:
Ditech Financial, LLC

When Recorded Return To:

Varnel Lee Diggs
17111 Copperhead Drive
Round Rock, TX 78664

RELEASE OF LIEN

Lien holder Ditech Financial, LLC, Rapid City, South Dakota . KNOW ALL MEN BY THESE PRESENTS that DITECH formerly known as Green Tree Servicing, LLC owner of the beneficial interest under a certain deed of trust, whose parties, dates and recording information are below, does hereby acknowledge that the debt has expired, the lien unenforceable, and in consideration of, does hereby re-convey, without warranty, to the person or persons legally entitled thereto, the estate, title and interest now held by it under the same deed of trust in Travis County, State of Texas.

Original borrower: Varnel Lee Diggs
Assignment of deed of trust to: Green Tree # 62392361
Effective dated:02/01/2013 Recorded: 03/17/2014 in Book/Reel/Liber:12005 Page/Folio: 2088 as Instrument book No. 2014036589.

Legal Description: As referenced original recorded document.

Property Address: 17111 Copperhead Drive, Round Rock, TX 78664

IN WITNESS WHEREOF, DITECH Financial, LLC whose address is PO Box 6172, Rapid City, SD 57709-6172, by the officer duly authorized, has duly executed the foregoing instrument.

Ditech Financial, LLC
On ___/___/2018

By: _____
Title:

STATE OF Texas
COUNTY OF Travis

On ___/___/2018hh before me, a Notary Public in and for Pennington County in the State of South Dakota, personally appeared _____ Title _____, personally known to me (or proved to me on the basis of satisfactory evidence) the person whose name is/are subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her authorized capacity, and that by his/hers/ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Having being duly sworn to tell the truth, acknowledges the execution of this release of the property from the lien for the purposes stated herein.

WITNESS my hand and official seal,

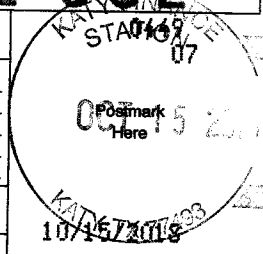
Notary Expires: _____

EXHIBIT B - 12

NOTICE OF DEFAULT Sent To BARTEE

7018 0360 0001 5773 0055

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®	
OFFICIAL USE	
Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.71
Total Postage and Fees	\$6.91
Sent to: <u>Nicole BarTEE suite 900A</u> Street and Apt. No., or PO Box No. <u>400 N. Sam Houston Pkwy E.</u> City, State, ZIP+4® <u>Houston TX 77060</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature x <u>Ami Anwa</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <u>Nicole BarTEE</u> <u>Codilis & Stawianski, P.C.</u> <u>400 N. Sam Houston Pkwy E.</u> <u>suite 900A</u> <u>Houston, TX 77060</u>	B. Received by (Printed Name)	C. Date of Delivery <u>10/16/18</u>
2. Article Number (Transfer from service label) <u>7018 0360 0001 5773 0055</u>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	

Varnel Diggs
17111 COPPERHEAD DRIVE
ROUND ROCK, TX 78664

Nicole Bartee,
400 N. Sam Houston Pkwy. E
Houston, TX 77060

Account # 33195165

Ref: Notice And Demand letter

NOTICE OF DEFAULT:

Ditech, has defaulted on the administrative process to resolve this matter out of court.

Dear Nicole Bartee,

You have fail to respond to the "notice and demand" in a timely manner to justify standing. Without standing your client is not allowed to continue trespassing on title of claimant's homestead property. You had a total of fifty eight(58) days to respond with an answer to justify your clients position, or request for additional time to investigate this matter. You have not requested additional time nor have you attempt to communicate any explanation explaining what gives your client the authority to continue trespassing on title with an invalid and unenforceable lien. Ms. Bartee, being that you have taken on the responsibility to represent your client, your client is causing harm to a man, one of the people of the republican of Texas, by diminishing the full enjoyment of my home, and pursuit to happiness. By Piercing the Corporate Veil, you may be held accountable for all damages caused by your client.

You have acquiesced the notice and has now exhausted the administrative process to assert standing.

Acquiescence, estoppel, injury accruing from one's acquiescence in another's action to his prejudice creates 'estoppel'. *Lebold v. Inland Steel Co.*, C.C.A. Ill, 125 F 2d 369, 375. Passive conduct on the part of one who has knowledge of the facts may be basis of estoppel. *Winslow v. Burns*, 47 N.M. 29, 132 P 2d 1048, 1050." Black's Law Dictionary, 5th Ed. (1979), p. 22, 23, Title "Acquiescence, estoppel by." If an estoppel is created as in this manner you may be ruled against by the agency or court regardless of what you do.

In the event of future litigation, this letter will be used as an admission to the above facts. Therefore, an additional seven(7) days will be allotted to return a signed Release of Lien form to claimant-diggs. Another release of lien form has been enclosed. "Time is of the essence".

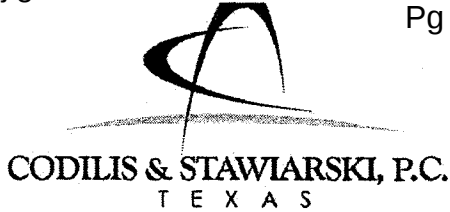
Sincerely,

Varnel Diggs,

Article # 7018 0360 0001 5773 0055

EXHIBIT B -13

NOTICE TO ACCELERATE From NICOLE BARTEE



LAW OFFICES
400 N SAM HOUSTON PKWY E
SUITE 900A
HOUSTON, TX 77060
TELEPHONE 281.925.5200
FAX 281.925.5300

9414814902035756364483

October 22, 2018

Via CMRRR
Varnell Lee Diggs
17111 Copperhead Drive
Round Rock, TX 78664

NOTICE OF ACCELERATION

Re: Indebtedness secured by the Security Instrument in the original principal amount of \$111,200.00 payable to the order of USAA Federal Savings Bank, its successors and assigns, executed by Varnell Lee Diggs, due and unpaid to current Mortgagee, Ditech Financial LLC.

Dear Mortgagor(s):

**** This communication is from a debt collector and this is an attempt to collect a debt and any information obtained will be used for that purpose. ****

This law firm represents the current Mortgage Servicer with respect to the above referenced Indebtedness.

As you are aware prior demand was made upon you to cure the default in regard to the above referenced Indebtedness. In the event your default was not cured, the letter gave you notice of intent to accelerate the entire amount due and owing under the Note. You have not cured your default and the Indebtedness has been accelerated.

This letter is formal notice to you that your Indebtedness has been accelerated.

Although the Note has been accelerated, you may have the right and opportunity to cure the default and reinstate the Note under certain circumstances. Please contact our office if you desire to inquire about reinstating your loan. You also have a right to bring a court action to assert the non-existence of a default or any other defense that may exist to acceleration of the Note and sale of the property.

Mortgagee is exercising its *in rem* rights as allowed under applicable law and is not attempting any act to collect, recover or offset the indebtedness as your personal liability.

One purpose of this communication is to collect a debt and any information obtained will be used for that purpose. This letter is not intended to advise you of your legal rights and obligations. This notice is required by the provisions of the Fair Debt Collection Practices Act. We are not attempting to collect money from anyone who is not a debtor of the aforementioned debt and/or anyone who has discharged the debt under the Bankruptcy laws of the United States. If you are receiving this notice and you are not a debtor, you are receiving this notice for informational purposes only.

Very truly yours,

Nicole M. Bartee
Codilis & Stawiarski, P.C.

EXHIBIT B -14

NOTICE To ABATE, and INTENT TO FILE Sent To
NICOLE BARTEE

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Houston, TX 77004

Certified Mail Fee \$3.45
\$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$0.00
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.50
\$

Total Postage and Fees \$8.70
\$

Postmark Here

KATY, TX 77493 10/29/2018

Sent To: *Codilis Strawarski PC*
 Street and Apt. No., or PO Box No. *400 N. Sam Houston Pkwy E.*
 City, State, ZIP+4® *Houston, TX 77060 Ste. 900 A*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>G. Garcia</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery <i>10/20/18</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: <i>Nicole BarTEE</i> <i>Codilis Strawarski PC</i> <i>400 N. Sam Houston Pkwy E.</i> <i>Houston, TX 77060</i></p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery (over \$500)</p>
<p>2. Article Number (Transfer from service label)</p> <p><i>7018 0680 0000 0028 0790</i></p>	



Varnel Diggs
17111 COPPERHEAD DRIVE
ROUND ROCK, TX 78664

Nicole Bartee,
400 N. Sam Houston Pkwy. E
Houston, TX 77060

Account # 33195165

Ref: Acceleration notice

**NOTICE OF ABATEMENT,
AND INTENT TO FILE**

Dear Nicole Bartee,

You have continued to move forward on this matter as if you have no regards of the law.

You have been informed by claimant of the laws and statutes surrounding this matter, but your actions have not reflected any concerns. By defaulting the administrative process you have waived your client's right to show cause for standing. Due to your passive conduct on the part of one who has knowledge of the facts is basis of estoppel.

The notice sent to claimant Oct. 26, 2018, accelerating the alleged loan, is untimely and dose not show that your client has standing to defend this void and unenforceable lien as was requested by claimant. You have acquiesced the process, Therefore, the notice of acceleration is to be abated.

You have not communicated any law that gives your client the right to continue trespassing on title with an invalid and unenforceable lien. You have not requested additional time to complete an investigation, you refused to complete and return a release of lien form as if the laws and statutes do not include you and your client. Any further communication from this firm will be abated unless your client is willing to settle out of court.

You have seven(7) days to reply with a settlement offer. In the event of future litigation, this letter will be used as an admission to the above facts. Therefore, an additional seven(7) days will be allotted to settle this issue out of court. "Time is of the essence".

Sincerely,

Varnel Diggs,

Article # 701806800000280790

EXHIBIT C - 15

PAID IN FULL, CERTIFICATION



Wells Fargo Home Mortgage

This certifies that

Varnel Lee Diggs

Has paid in full loan 936-8003219733 on February 21, 2007 for the property of 17111 Copperhead Dr., Round Rock TX 786648511*

The release documents on the property listed will be prepared and forwarded to the county recorder, agent or borrower. The release document must be recorded in order to clear title. Please allow a minimum of 90 days prior to contacting the county for a copy of your release.

Please keep this document for your records.

February 21, 2007
Paid in Full Date

*This certification acknowledges receipt of funds submitted as payoff of the above referenced loan. Wells Fargo Bank, N.A. will process the release so long as the payoff funds have not been rejected/returned by the institution upon which the payoff funds are drawn, you fully comply with the terms of the respective payoff statement and all sums secured by the Security Instrument have been paid in full. This certification shall be null and void and have no bearing (evidentiary or otherwise) on Wells Fargo Bank, N.A.'s effort or ability to recover corporate funds advanced on the loan, for any reason, or its effort to reinstate the security interest when the Security Instrument has been released, satisfied or reconveyed in error, or where the loan was paid in full in error. Wells Fargo Bank, N.A. reserves all rights and remedies under the Note and Security Instrument if a full payoff is not received.

11

EXHIBIT C - 16

ORIGINAL MORTGAGE RELEASE/CONVEYANCE

Wells Fargo Home Mortgage

WFHM - CLIENT 936
MAC X9901-11R
2701 WELLS FARGO WAY
MINNEAPOLIS, MN 55467
1-800-222-0238

March 16, 2007

VARNEL LEE DIGGS
17111 COPPERHEAD DR
ROUND ROCK, TX 78664-8511

Loan No. 8003219733 5011528003219733

Dear Sir / Madam,

The loan referenced above has been paid in full. We have enclosed the following information:

- Original Mortgage Release/Reconveyance **TO BE RECORDED**

****Important Note****

Please have the enclosed Release/Reconveyance recorded or registered in the County Registrar/Recorder Office where the property is located.

If we can be of further assistance, please call our Customer Service department at the number listed above.

Lien Release Department

Enclosure(s)

02/21/2007


WFHM - CLIENT 936 8003219733 

EXHIBIT C - 17

RELEASE OF LIEN Form

Recording Requested By:
WELLS FARGO HOME MORTGAGE

When Recorded Return To:

VARNEL LEE DIGGS
17111 COPPERHEAD DR
ROUND ROCK, TX 78664-8511



RELEASE OF LIEN

WFHM - CLIENT 936 #:8003219733 "DIGGS" Lender ID:501152/8003219733 Travis, Texas
KNOW ALL MEN BY THESE PRESENTS that , for value received, Wells Fargo Bank, N.A. owner of the beneficial interest under a certain Deed of Trust, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate, title and interest now held by it under said Deed of Trust in Travis County, State of Texas.

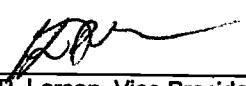
Original Borrower: VARNEL LEE DIGGS
Original Beneficiary: TEXAS TRUST SAVINGS BANK
Dated: 08/13/1993 Recorded: 08/23/1993 in Book/Reel/Liber: 12005 Page/Folio: 2088 as Instrument No.: 5228410

Legal Description: As Referenced on Original Recorded Document

Property Address : 17111 COPPERHEAD DR, ROUND ROCK, TX 78664

IN WITNESS WHEREOF, Wells Fargo Bank, N.A., whose address is 11200 W PARKLAND AVE, MILWAUKEE, WI 53224, by the officer duly authorized, has duly executed the foregoing instrument.

Wells Fargo Bank, N.A.
On March 16th, 2007

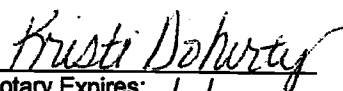
By: 

John P. Larsen, Vice President Loan
Documentation

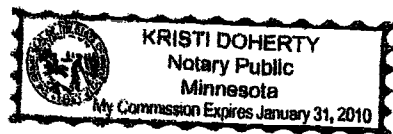
STATE OF Minnesota
COUNTY OF Hennepin

On March 16th, 2007, before me, a Notary Public in and for Hennepin County in the State of Minnesota, personally appeared John P. Larsen, Vice President Loan Documentation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,



Notary Expires: 11



(This area for notarial seal)

EXHIBIT C - 17

TITLE Search Of PROPERTY



E-mail: info@protitlusa.com
 Phone: (888) 878-8081
 Fax: (888) 524-5996

Open Mortgages Information 1			
Borrower	VARNEL LEE DIGGS AND REGINA JOHNSON, HUSBAND AND WIFE ,	Date Signed	08/13/1993
Lender	TEXAS TRUST SAVINGS BANK, FSB	Date Recorded	08/23/1993
Trustee	TERRY N WHITMAN	Instr Book/Page#	12005 / 2088
Mortgage Type	DEED OF TRUST	Original Amount(\$)	97,189.00
Comments	NO RELEASE FOUND	Mortgage Maturity Date	
Related Documents for Mortgage 1			
Document Type	Instrument	Book Page	Recording Date Assignee Name
Assignment of Mortgage (or DoT)	2007014200		01/26/2007 WELLS FARGO BANK, NA

Open Mortgages Information 2			
Borrower	VARNELL LEE DIGGS, AN UNMARRIED PERSON ,	Date Signed	02/14/2007
Lender	MERS as nominee for USAA FEDERAL SAVINGS BANK	Date Recorded	02/22/2007
Trustee	MICHAEL J BROKER	Instr Book/Page#	2007031849
Mortgage Type	TEXAS HOME EQUITY SECURITY INSTRUMENT (FIRST LIEN)	Original Amount(\$)	111,200.00
Comments		Mortgage Maturity Date	03/01/2037
Related Documents for Mortgage 2			
Document Type	Instrument	Book Page	Recording Date Assignee Name
Affidavit	2007031850		02/22/2007
Substitution of Trustee	2011098931		07/08/2011
Substitution of Trustee	2012166049		10/02/2012
Lis Pendens (Notice of Pendency or Notice of Default)	2013081762		05/06/2013
Assignment of Mortgage (or DoT)	2011040789		05/21/2011 GMAC MORTGAGE, LLC
Assignment of Mortgage (or DoT)	2014036589		03/17/2014 GREEN TREE SERVICING

EXHIBIT C - 18

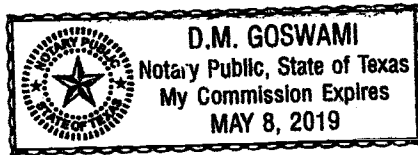
HOMESTEAD AFFIDAVIT

HOMESTEAD AFFIDAVIT

STATE OF TEXAS COUNTY OF TRAVIS, Before me, the undersigned Notary Public in and for the County and State, on this day personally appeared, Varnel L. Diggs, who being by me duly sworn, did each depose and say: Affiants own, use, claim and presently reside upon the following described lot, tract, or parcel of land situated in Travis County, State of Texas, described as follows: 17111 Copperhead Drive, Round Rock, Texas 78664. The property above described is now, by Affiants designated and set apart as their homestead. Affiants represent that they have no homestead rights in and to any other property owned by them, or either of them in the State of Texas; and especially do they represent that they do not use, occupy or enjoy the property hereinafter described, or any part thereof, either as a residence homestead or as a business homestead; and they have no personal intention to use, occupy or enjoy the same or any part thereof as such homestead; to-wit situation in Travis County, State of Texas, and particularly described as follows: The foregoing representations are made to the public for the purpose of including said property as homestead – Residence.

Varnel L. Diggs SWORN TO AND SUBSCRIBED BEFORE ME, this
the 21st day of January, 2016.

D.M. Goswami Notary Public In and for the State of Texas



JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS</p> <p style="text-align: center;">Varnel Diggs</p> <p>(b) County of Residence of First Listed Plaintiff <u>Travis</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number)</p>	<p>DEFENDANTS</p> <p style="text-align: center;">Ditech Financial, LLC et al</p> <p>County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p> <p style="font-size: 2em; text-align: center;">A18CV0974 LY</p>
--	--

<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT *(Place an "X" in One Box Only)* Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES		
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	PROPERTY RIGHTS	SOCIAL SECURITY	FEDERAL TAX SUITS
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input checked="" type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DFWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
28:1331 Federal Question : Tort Action

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 10,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions):*

JUDGE Yeakel DOCKET NUMBER 1:16-CV-828-LY

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY

RECEIPT # 100034484 AMOUNT \$400.00 APPLYING IFP _____ JUDGE Yeakel MAG. JUDGE _____

DUPLICATE

Court Name: TEXAS WESTERN
Division: 1
Receipt Number: 100034484
Cashier ID: cjames
Transaction Date: 11/13/2018
Payer Name: VARNEL DIGGS

CIVIL FILING FEE
For: VARNEL DIGGS
Amount: \$400.00

PAPER CHECK
Check/Money Order Num: 24697196054
Amt Tendered: \$400.00

Total Due: \$400.00
Total Tendered: \$400.00
Change Amt: \$0.00

1:18-CV-974-LY; DIGGS V. DITECH
FINANCIAL, LLC; FILING FEE BY
VARNEL DIGGS

FILED

RECEIVED

AFFIDAVIT OF SERVICE

NOV 21 2018

NOV 21 2018

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY _____
DEPUTY CLERK

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY _____

VARNEL DIGGS, Claimant at Law
Claimant,

Case Number: 1:18CV 974

vs.
**DIETCH FINANCIAL, LLC
AND
NICOLE BARTEE (Wrong -Doers),**
Defendants.

Attorney for Claimant (Sui Juris)
VARNEL DIGGS
17111 Copperhead Drive
Round Rock, Texas 78664
Phone: (512) 657-8848

TBA # N/A

Received by ASAP Civil Process Services on the 14th day of November, 2018 at 4:00 pm to be served on **LAW OFFICES OF CODILIS & STAWAIARSKI, P.C.**, 400 N. Sam Houston Parkway E., Suite 900-A, Houston, Texas 77060.

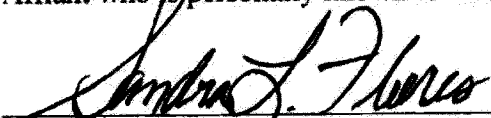
I, **JOE A. FLORES**, SCH 5792, Expires 4/30/2019, being duly sworn, depose and say that on the 15th day of November, 2018 at 5:10 pm. I:

INDIVIDUALLY/PERSONALLY delivered a true copy of the **SUMMONS WITH COMPLAINT (Order to Clear Title to Property)** with the date and hour of delivery endorsed thereon by me, to: **LAW OFFICES OF CODILIS & STAWAIARSKI, P.C.**, 400 N. Sam Houston Parkway E., Suite 900-A, Houston, Texas 77060 a person of age 21 or over, in a sealed envelope addressed to **LAW OFFICES OF CODILIS & STAWAIARSKI, P.C.**, 400 N. Sam Houston Parkway E., Suite 900-A, Houston, Texas 77060.


I certify that I am over the age of 18, have no interest in the above cause, and am an Approved Process Server, in good standing, per T. R. C. P. Rule 103.

FEE FOR SERVICE: \$ 75.00

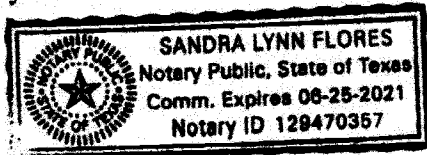
Subscribed and Sworn to before me on the 18 day of November, 2018 by the Affiant who is personally known to me.



Notary Public in and for the State of Texas



JOE A. FLORES, Process Server
SCH # 5792, Expires: 04/30/2019
ASAP Civil Process Services
5339 Nottingham Drive
Katy, Texas 77450
Phone: (281) 217-6022



17111 Copperhead Dr.
Round Rock, TX 78664



7018 0680 0000 0028 0806



1000

U.S. POSTAGE PAID
FCM LETTER
KATV LETTER
77496
TX
NOV 19, 18
AMOUNT

\$6.70

R2304E106501-07

78701-3812

SCREENED BY CSO

NOV 21 2018

U.S. District Clerk's Office
501 West Fifth St. Ste. 1100
Austin, TX

787013812 0006

DEC 12 2018

FILED

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY [Signature]
DEPUTY CLERK

Claim No. 1:18cv974

DEC 12 2018

In Diggs Superior Court
AT THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY [Signature]
DEPUTY CLERK

Varnel Diggs – sui juris

Claimant at law

IN RE: Original writ:

DITECH FINANCIAL, LLC,
and NICOLE BARTEE,

Wrong-doers

COURT MOTION JUDGE TO COMPLY

IN RE; One of the People of the Texas Republic, Varnel, hereinafter Claimant, files his Motion To Compel Judge’s compliance to original writ, as follow:

ACTION ON THE CASE:

NEGLIGENCE PER SE

A tort, was brought to the wrong-doers attention via demand notices accusing them of breaking a law. See **doc.1, Ex. B-11, pg. 14**. Due to the tolling of the alleged debt, and estoppel by acquiescing the administrative process, tacitly agreed to be trespassing claimant’s property title with an invalid and unenforceable lien. See **doc.1, Ex. B-12, pg. 15**. The original writ was properly filed 13th November 2018, and was pending for a reasonable amount of time. Writ was to be attested with-out a hearing, within the allotted twenty one (21) days. See **doc.1, pg. 5**. The court instructed the ministerial officer, via judicial notices, directing the course of proceedings, making it perfectly clear the order of the court. See judicial notices, **doc.1, Ex. A-1, A-2, A-3, pages. 2-5**. Claimant has conclusively proven the tort-feasors lack standing, and all essential elements of his claim left nothing to a judge’s discretion. See **doc.1, Ex. B, pages. 7-14, and Ex. C, pages. 15-19**.

NOTICE

Is it a Viotation of Duty not to respond to a writ as requested.

A judge's ministerial duty is to decide matters assigned to them, and abuses its discretion by refusing to perform as directed by the court to purely legal laws and fact issues raised in the order, a judges implied refusal is a violation of that duty. Courts have decided that issues at law must be decided at the earliest opportunity and as soon as practicable, when the record is shown to be complete is justice denied, a violation due process of law. Claimant has a right to access, and open courts as guaranteed by the United States and Texas constitutions. (Art. 1 Bill Of Rights Sec. 13). When a motion is properly filed and pending before a court officer, the act of giving consideration upon that motion is a ministerial act. See *Eli Lilly and Co. v. Marshall*, 829, S. W.2d 157 (Tex.1992), see judicial notice, **doc. 1, Ex. A-2, pg. 4.**

Courts may take a particular action only if that action is authorized by constitutional provision, statutes or common law, as an 'original writ'. See **doc. 1, Ex. A-1, pg. 2.** A ministerial act is an act, specifically of a governmental employee, in carrying out mandates of statutes and legal authority of established procedures or instructions from a superior court, without exercising any discretion. See *Elijah W. RATCLIFF, v. Hon. Lewis DICKSON*, Judge, 125th District Court. An officer of the court shall be in contempt when they have the ability to comply with the court's order but chooses to neglect their obligation of duty, is a display of questionable ethics. The writ requested the assigned judge to attest with a signature and the court seal within

twenty one (21) days. **Doc-1, pg. 5.** See judicial notice, **doc. 1, Ex. A-3, pg. 5.**

Is obstructing the process of justice unlawful if the record is complete.

Unlawful acts or unreasonable delay of a common law writ constitutes dishonor.

The original writ brought forth purely legal issues raised via Judicial Notices, undisputed evidences of facts and laws surrounding the alleged debt. Failure to motion a court of record for a continuation if additional time is needed, is procedurally out-of order when a response is required. When the law of the surrounding circumstances are taken into account, than consideration of a mandate of twenty one (21) days to attest writ is the standing order of the court if not objected to.

By standing in silence, as did the wrong-doers, is an obstruction of justice.

Obstruction of justice is a class 4 felony offense with a broad concept that extends to any effort to prevent the execution of lawful process or the administration of justice in either a criminal or civil matter. See **doc.1, Ex. A-6, pg. 9.** There are laws in place for misconduct of judges who refuse matters assigned by a court of record. This negligence of duty is a direct attack on claimant's writ conspiring with the tort-feasors, as they continue to violate claimant's natural right to enjoy his property. This negligence to harm a man can be corrected by way of the Judicial Conduct Commission. Canon 3, A, B (2)(5)(9). See *Barbara HAFER, v. James C. MELO, Jr.*

Claimant has a legal right to a legal process which has been violated by the ministerial officer of the court. You are now in-contempt of the first offense of trespassing case, and shall be held liable for additional damages. No writ to collect

upon this debt will be filed unless the dishonor continues. See *Womack v. Berry*, 156 Tex. 44, 291 S.W.2d 677, 682 (1956); Common-law writ is a common type of writ, a written judicial order to perform a specified act, as in an "original writ" for instituting an action at law. See *Anderson v. City of Seven Points*, 806 S.W.2d 791 (Tex. 1991). See Judicial Notice, **Doc.1, Ex. A-3, pg. 5.**

Not to address the court's deadline is to acquiesce when the record is complete. See *Winslow v. Burns*, 47 N.M. 29, 132 P 2d 1048, 1050. See **doc.1, Ex. A-6, pg. 9.** Judicial misconduct occurs when a judge acts in ways that are considered unethical. Otherwise violate the judge's obligations of impartial conduct, as well as disregarding orders of a superior court, and performance of official duties if the conduct might have a prejudicial effect on the administration of the business of the courts among reasonable people. See *Kenneth COALSON v. CITY COUNCIL OF VICTORIA, Texas.*

CONCLUSION

Common law writs are similar in nature to summary judgments, but are not the same.

Claimant has carried his burden of showing that there is no genuine issue of a material fact and that he is entitled to having his writ attested to as a matter of law. Due to wrong-doers tacit agreement of the laws and facts introduced at the administrative level, they defaulted, but continued to trespass title as if the law do not apply to them, see **doc. 1, Ex. B-14, pg. 17.** A judge who grossly neglects his duty to prevent further harm, is agreeing to assume liability for additional damages by not acting upon orders.

See *Barbara HAFER, v. James C. MELO, Jr.* A refusal to attest within a reasonable time with-out a valid reason has frustrated the process and moreover, constitutes a denial of due course of law. Delay of justice is justice denied when the deadline to act expires, then immunity could be lost. See *Doctors Hosp. Facilities v. Fifth Court of Appeals*, 750 S.W.2d 177, 178 (Tex.1988). Also see *Mireles v. Waco*, 502 U.S. 9, 13, 112 S. Ct. 286, 289, 116 L. Ed. 2D 9 (1991).

After reviewing this motion, it clearly and directly set out the facts that entitle claimant to relief. The original writ served on the ministerial officer of the court an "Action on the case", the judge in his ministerial capacity is to attest and sign 'Execution of instrument' in favor of Claimant-Varnel Diggs. Due to controlling laws and statutes of the alleged time-barred debt, as well as Ditech's tacit agreement by defaulting the administrative process, trespassing title with an invalid and unenforceable lien. Claimant has decreed the law of this suit at law in the capacity of his own judicial authority, as (sovereign), One of the people of the Texas Republic.

In response to the Court's 'motion to comply' the ministerial officer is mandated to attest to original writ within twenty one (21) days, if not rejected. At judge's request claimant will appear to clarify any confusion.

My Wish

Execution of Instrument attested to within twenty one (21) days, quiet title to property, awarded punitive damages of \$10,000.00, and court fees \$400.00.

VERIFIED

Private-person, Varnel Diggs, being of age, by oath declare under penalty of perjury that the above and foregoing factual motion, and the pleadings of this motion, made herein, are true, correct and accurate to the best of my personal knowledge and/or belief, and not an assumption. Claimant is competent to testify as attorney in fact, to the matters herein.

Varnel Diggs -sui juris.
N/A

SERVICE

I hereby certify that on this the 12th day of Dec 2018, claimant declare that a true and correct copy of his 'Motion To Compel The Judge to comply, was served by certified U.S. Mail to Ditech Financial, LLC, Representative Nicole Bartee, Law Offices of Codilis & Stawiarski, PC 400 N. Sam Houston PKwy E. Ste. 900A Houston, TX 77060.

Regards,

Varnel Diggs
Varnel Diggs

17111 Copperhead Dr.
Round Rock, TX 78664

17111 Copperhead Dr.
Round Rock, TX. 78664

7018 0360 0001 5773 0116



U.S. District Clerk's Office
501 West 7th St. Ste. 1100
Austin, TX 78701

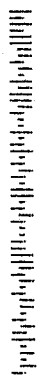
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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

FILED

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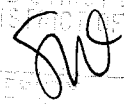
VARNEL DIGGS,
PLAINTIFFS,

§
§
§
§
§
§
§

V.

DITECH FINANCIAL, LLC AND
NICOLE BARTEE,
DEFENDANTS.


CAUSE NO. 1:18-CV-974-LY

CLERK OF DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY: 

ORDER

IT IS HEREBY ORDERED that Court Motion to Comply filed December 12, 2018 (Dkt. No. 3) and all filings related thereto are **REFERRED** to the Honorable David A. Ezra, Senior United States District Judge, for resolution.

SIGNED this 18th day of December, 2018



LEE YEAKEL
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

VARNEL DIGGS,	§	No. 1:18–CV–974–LY (DAE)
	§	
Plaintiff,	§	
	§	
vs.	§	
	§	
DITECH FINANCIAL, LLC, and	§	
NICOLE BARTEE,	§	
	§	
Defendants.	§	
_____	§	

ORDER DENYING MOTION TO DISQUALIFY

The matter before the Court is *Pro Se* Plaintiff Varnel Diggs’ “Court Motion Judge to Comply.” (Dkt. # 3.) The Court construes the filing as a motion to disqualify the district judge assigned to the case. On December 18, 2018, this matter was referred to the undersigned for disposition by the Honorable Lee Yeakel. After careful consideration of the memorandum filed in support of the motion, the Court, for the following reasons, **DENIES** the motion.

BACKGROUND

On November 13, 2018, Plaintiff, proceeding *pro se*, filed suit against Defendants Ditech Financial, LLC, and Nicole Bartee. (Dkt. # 1.) Plaintiff’s suit appears to allege claims for negligence per se in relation to a foreclosure proceeding. (*Id.*) On November 21, 2018, Plaintiff filed an “Affidavit of Service”

on Defendants, which purports to indicate that Defendants were properly served. (Dkt. # 2.) On December 12, 2018, Plaintiff filed the instant motion, which seeks relief from the alleged inaction on the part of District Judge Lee Yeakel, who is assigned to this case. (Dkt. # 3.) As mentioned, the Court will construe the *pro se* filing as a motion to disqualify Judge Yeakel.

ANALYSIS

Plaintiff seeks to disqualify Judge Yeakel on the basis that he has not complied with his judicial duties in this case. (Dkt. # 3.) Plaintiff complains that the judge has not ruled on the merits of his complaint in a timely fashion. (Id. at 2.) Plaintiff further complains that Judge Yeakel has refused to issue an order granting him relief in this case even though Plaintiff served Defendants and they did not answer within twenty-one days. (Id. at 3.) Plaintiff also alleges judicial misconduct against Judge Yeakel for violating his obligations of impartiality. (Id. at 4.)

The Court will not grant Plaintiff the relief he requests in this motion. Even assuming Plaintiff has complied with the service requirements in Rule 4 of the Federal Rules of Civil Procedure to effectuate proper service on Defendants, it is Plaintiff who must continue to prosecute his case. For instance, if Defendants were indeed properly served and did not timely file an answer or other responsive pleading within the time required under Rule 12(a)(1)(A) of the Federal Rules of

Civil Procedure, Plaintiff must seek further relief from the Court pursuant to the requirements in Rule 55 of the Federal Rules of Civil Procedure for entering default and default judgment.

Thus, contrary to Plaintiff's contention, the Court finds that Judge Yeakel has not refused to issue any order or make any ruling in this case. Instead, it is Plaintiff who must follow the Rules of Civil Procedure in prosecuting his case. See United States v. Wilkes, 20 F.3d 651, 653 (5th Cir. 1994) (noting that although *pro se* pleadings are construed liberally, all litigants must abide by rules of procedure). The Court will not grant Plaintiff's motion to disqualify Judge Yeakel; Plaintiff's motion is denied.

CONCLUSION

Based on the foregoing, the Court **DENIES** Plaintiff's Motion to Disqualify Judge Yeakel. (Dkt. # 3.)

IT IS SO ORDERED.

DATED: Austin, Texas, December 19, 2018.



David Alan Ezra
Senior United States District Judge

RECEIVED

Claim No. 1:18cv974-LY

JAN 4 2019

In Diggs Superior Court

CLERK, U.S. DISTRICT COURT,
WESTERN DISTRICT OF TEXAS
BY
DEPUTY CLERK

AT THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

FILED

JAN 04 2019

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY
DEPUTY CLERK

Varnel Diggs – sui juris

Claimant at law

IN RE: Court Motion Judge To Comply

DITECH FINANCIAL, LLC,
and NICOLE BARTEE,

Wrong-doers

COURT MOVE TO ABATE ORDERS IN IT'S ENTIRETY

IN RE; Order Denying Motion To Disqualify Judge Lee Yeakel; One of the People, Varnel, hereinafter Claimant, files Court Motion To Abate Orders as follow:

COME NOW, BEFORE A COURT OF RECORD; Claimant move the court to abate judge David orders entered December 18th and 19th 2018 in it's entirety. Court Motion Judge to Comply, filed December 12th 2018, did not display language to disqualify Judge Lee Yeakel. The motion expressed language to inform him of a lawful writ before him, his obligation to perform, and that claimant demonstrated he is entitled to relief as a matter of law. See *Elijah W. RATCLIFF, v. Hon. Lewis DICKSON doc. 2, pg. 2*. Therefor, the court abate this misconstrued order in it's entirety and stricken it from the record as false, misleading and procedural ly improper not to respond to writ.

The Honorable Judge David A. Ezra injected his presumption that; Motion To

Comply, is a Motion To Disqualify, see **doc. 5**. The court rejects this presumption as a mistake, and stricken it from the record. Claimant original writ is similar in nature to a summery/default judgment, which judge David and Lee, totally disregarded for over three (3) months is questionable? As though claimant has no right to a remedy at law. Judge David has mistakenly presumed that claimant needs to pursue a default judgment, see **doc. 5, pg. 3**. his order expressed Tx. Civ. R. Pro. and other colors of law which will not be considered in a court of law. See *In re Lowery*, 999 S.W.2d 639, 648 (Tex. Rev. Trib. 1998, pet. denied).

Judge Yeakel, did not enter a motion for recusal or disqualification, therefor, the court abate this improper appearance procedure by judge David, directing future filings to him. Judge Lee Yeakel is to properly recuse himself to maintain order of the court, and to eliminate confusion when/if this matter get to higher level courts. Failure to recuse may rise to the level of disqualification when it impacts a litigant's right to due process, under the U. S. Constitution, 5Th and 14th Amendments.

Judge David A. Ezra, has intentionally hindered the course of law by asserting bogus presumptions to twist the court's motion to delay justice, boldly giving orders in a superior court is dishonor. See **doc. 1, Judicial notice, Ex. A, pg. 2**. Also See *In re Davis*, 82 S.W.3d 140, 150 (Tex. Spec. Ct. Rev. 2002). This intentional tort is an abuse of process, in violation of, Title 42 USC; 1986, Canon 3, A, B (2)(5)(9). See *Barbara HAFER, v. James C. MELO, Jr.* He is outwardly operating in bad faith, and dishonor and is not authorized to operate in a Court Of Record with codes, statutes and

questionable procedural tactics to gain control, is abuse of process. A common law court is not ruled by codes and statutes. This court operates under the common-law adjudication process Article III, Sec. 2-1. See *Cruden v. Neal*, 2 N.C. 338 (1796) 2 S.E. 70, Common law. (Black's Law 5th Ed., p 899). Also see **doc. 1, Ex. A-1, pg. 2.**

Claimant has a legitimate remedy at law, the wrong-doers alleged contract has expired and they did not dispute this fact during the admin. process. The fictitious copy of a contract wrong-doers claim to have had with claimant never existed between the two parties, the wrong-doers has never established a lawful contract with claimant. See *Hallmark v. Hand* (1994). This alleged contract is to officially be laid to rest pursuant to contract law, statute of limitations. Also see *thomas v. Collins*, 860 S. W.2d 500, 502 (Tex. App. 8 Houston [1st Dist.] 1993. Also **doc. 1, Ex. B, pg. 14.**

A warning sign has been posted pertaining to third party trespassing this case. See **doc. 1, pg. 4.** Judge David is now in-contempt and shall be fined, intentionally obstructing the process of law. See *Walker*, 827 S.W.2d at 839; *Dal-Briar Corp. v. Baskette*, 833 S.W.2d 612, 614. He shall be held liable of conspiring to cause additional harm to a man. The court's presume judge David, as not being one to honor his oath of office. Wherein, he is a person having "knowledge of the law", "the power to stop a wrong" and the "duty to prevent a wrong from being done" is liable for any failure to act. See **doc. 2, pg. 3.** His evil intents is more focused on delaying and abusing the process, see *Centeq Realty, Inc. v. Siegler*, 899 S.W.2d 195, 197 (Tex. 1995). He is presuming claimant is a fictitious entity governed by the color of law, subjected to codes

and statutes. The court refuse judge David's offer to contract, and abates the following deficiencies in his abated orders;

1. Claimant name has been captioned in all capital letters, unlike the Original Writ.
2. Claimant at law, made an appearance sui juis, and not as a pro se plaintiff.
3. Claimant claim has been established **in** a Court of Record, **At THE UNITED STATES DISTRICT COURT**, not **in THE UNITED STATES DISTRICT COURT**.

Claimant has a right to access, and open courts as guaranteed by the United States and Texas constitutions. (Art. 1 Bill Of Rights Sec. 13). Claimant is entitled to a remedy by due course of law. See **doc. 2, pg. 2**. Also see judicial notice, **doc. 1, Ex. A-1, pg. 2**. The court has presumed that Judge Lee conspired with David to obstruct justice, and bring intentional infliction of emotional distress, will not keep claimant from pursuing his right to enjoy his property. This matter will be pursued to the fullest extent of the law. Claimant is entitled to relief, and he shall receive his remedy at law. See *Kenneth COALSON v. CITY COUNCIL OF VICTORIA, Texas*.

The Honorable Judge David A. Ezra, is not authorized access to this court, denied.

My Wish

The original writ is due to be signed within fourteen (14) days. The court will grant more time to examine the original writ upon request.

VERIFIED

Private-person; Varnel Diggs, being of age, by oath declare under penalty of perjury that the above and foregoing factual claim, and the pleadings of the documents attached as exhibits, made herein, are true, correct and accurate to the best of my personal knowledge and/or belief, and not an assumption. Claimant is competent to testify as claimant in law, to the matters herein.

Varnel Diggs -sui juris.
N/A

SERVICE

I hereby certify that on this the 2nd day of Jan. '19, claimant declare that a true and correct copy of his, Court Move To Abate Order In It's Entirety, was served by certified U.S. Mail to Ditech Financial, LLC, Representative Nicole Bartee, Law Offices of Codilis & Stawiarski, PC 400 N. Sam Houston PKwy E. Ste. 900A Houston, TX 77060.

Regards,
Varnel Diggs
Varnel Diggs

17111 Copperhead Dr.
Round Rock, TX 78664

17111 Copperhead Dr.
Round Rock, TX 78664



7018 0680 0000 0028 0677

U.S. District Clerk's Office
501 West 7th Street, Ste. 1100
Austin, TX 78701



1000

78701-3812

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JUN 04 2019

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

VARNEL DIGGS,

Plaintiff,

v.

DITECH FINANCIAL, LLC and

NICOLE BARTEE,

Defendants.

§
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CASE NO. 1:18-cv-00974-LY

**DEFENDANT DITECH FINANCIAL, LLC’S ANSWER, AFFIRMATIVE DEFENSES
AND COUNTERCLAIM**

Defendant Ditech Financial, LLC (“Ditech”) files its Answer and Affirmative Defenses to Plaintiff Varnel Diggs’s Original Writ (Doc. No. 1)¹ and its Original Counterclaim for Judicial Foreclosure and would respectfully show as follows:

**I.
ANSWER**

A. *Parties*²

1. Ditech admits the property location as described in the “Parties” section of the Original Writ is correct. Ditech states that Nicole Bartee is an attorney who represented Ditech in the underlying foreclosure of the Property but is not a corporate representative of Ditech.

¹ Plaintiff did not properly serve Ditech with service of process, as he merely sent a copy of this suit to Ditech’s foreclosure counsel, who was not authorized to accept service on Ditech’s behalf. However, out of an abundance of caution, Ditech choose to file an answer to Plaintiff’s suit.

² Co-Defendant Nicole Bartee is not a proper party to this suit, as she is an attorney who represented Ditech in the underlying foreclosure.

B. *Appendex [sic], Pg. 1*

2. The “Appendex” section of the Original Writ contains references to documents which speak for themselves. To the extent an answer is necessary, Ditech denies the allegations in the “Appendex” section.

C. *Order of the Court*

3. The Order of the Court section of the Original Writ contains interpretations of law and a response is not necessary. To the extent an answer is necessary, Ditech denies the allegations contained in the Order of the Court section.

D. *Claim*

4. Ditech denies the allegations contained in the Claim section of the Original Writ.

E. *Action on the Case*

5. Ditech denies the allegations contained in the first paragraph of the Action on the Case section of the Original Writ.

6. To the extent the second paragraph of the Action on the Case section of the Original Writ references documents, those documents speak for themselves and no response is necessary. Ditech denies all the allegations contained in the second paragraph of the Action on the Case section of the Original Writ.

7. To the extent the third paragraph of the Action on the Case section of the Original Writ references documents, those documents speak for themselves and no response is necessary. Ditech denies all the allegations contained in the third paragraph of the Action on the Case section of the Original Writ.

8. To the extent the fourth paragraph of the Action on the Case section of the Original Writ references documents, those documents speak for themselves and no response is necessary.

Ditech denies all the allegations contained in the fourth paragraph of the Action on the Case section of the Original Writ.

9. To the extent the fifth paragraph of the Action on the Case section of the Original Writ references documents, those documents speak for themselves and no response is necessary. Ditech denies all the allegations contained in the fifth paragraph of the Action on the Case section of the Original Writ.

10. Ditech admits that Plaintiff has not paid on this loan since approximately 2010, as stated in the first sentence of the sixth paragraph of the Action on the Case section of the Original Writ. Ditech denies Plaintiff's allegations regarding trespass to try title and denies that Plaintiff is entitled to the relief sought in this paragraph. Ditech lacks knowledge sufficient to respond to Plaintiff's allegations that he continues to reside and maintain in the Property. Ditech denies all other claims asserted in the sixth paragraph of the Action on the Case section.

F. Conclusion

11. Ditech denies the allegations contained in the first paragraph of the Conclusion section of the Original Writ.

12. Ditech denies the allegations contained in the second paragraph of the Conclusion section of the Original Writ.

G. My Wish

13. Ditech denies the allegations contained in the My Wish section of the Original Writ.

II.
AFFIRMATIVE DEFENSES

14. Some or all of Plaintiff's claims are barred by the doctrine of unclean hands

15. Some or all of Plaintiff's claims are barred by his prior material breach of the contract at issue.

16. Some or all of Plaintiff's claims are barred by the doctrine of waiver, laches, and estoppel.

17. Some or all of Plaintiff's claims are barred by the statute of frauds.

18. Some or all of Plaintiff's claims are barred by equitable subrogation.

III. **COUNTERCLAIM**

A. *Parties*

1. Defendant/Counter-Plaintiff Ditech is a limited liability company with organized in Delaware and registered to do business in Texas. Ditech concurrently files an answer and makes its appearance in this suit.

2. Plaintiff/Counter-Defendant Varnel Diggs is an individual residing at 17111 Copperhead Drive, Round Rock, Texas 78664 ("Borrower").

B. *Jurisdiction and Venue*

3. Jurisdiction is proper in this Court because the Borrower brought the underlying action in this Court and because the damages claimed by Ditech are within the jurisdictional limits of this Court.

4. Venue is proper in this Court because this is a counterclaim for judicial foreclosure of real property located in Travis County.

C. *Facts*

5. Ditech is the holder of the loan encumbering the real property located at 17111 Copperhead Drive, Round Rock, Texas 78664 (the "Property").

6. Borrower executed a Texas Home Equity Note ("Note") and Texas Home Equity Security Instrument ("Security Instrument") on February 14, 2007 in regard to the Property. The Note and Security Instrument were made pursuant to Texas Constitution Article XVI, Section

50(a)(6), indexed at clerk's file number 2007031849 and recorded in the official public records of Travis County, Texas. The Note was in the amount of \$111,200.00.

7. Borrower is in default of the terms of the Note and Security Instrument, as described below.

8. Ditech has authority to seek foreclosure of the lien because it is the "mortgagee" as defined by Texas Property Code § 51.0001(4). The beneficiary of the Security Instrument, Mortgage Electronic Registration Systems, Inc. ("MERS"), acting as the Nominee for the loan originator, USAA Federal Savings Bank, assigned the Security Instrument to GMAC Mortgage, LLC on February 22, 2007. GMAC Mortgage, LLC assigned the Security Instrument to Green Tree Servicing LLC, now known as Ditech, on March 14, 2014.

D. Causes of Action

i. Judicial Foreclosure.

9. As of January 4, 2019, the amount required to reinstate the loan is \$94,961.96. According to Ditech's records, all lawful offsets, payments, and credits have been applied to the account in default.

10. Notice to cure the default was sent by certified mail to each Borrower who was obligated to pay the underlying debt. The opportunity to cure has expired.

11. Before this Counterclaim was filed, any other action required to initiate a foreclosure proceeding by Texas law or the loan agreement, contract, or lien sought to be foreclosed was performed.

12. Legal action is not being sought against the occupant of the Property unless the occupant is named as a Counter-Defendant or Cross-Defendant in this Counterclaim.

13. Ditech requests a court order allowing it to proceed with foreclosure of the Property in accordance with applicable law and the terms of the loan agreement, contract, or lien sought to be foreclosed.

ii. Attorneys' Fees.

14. Because of Borrower's default on his obligations to pay the Note, Ditech has been forced to retain legal counsel to initiate this Counterclaim for judicial foreclosure. Ditech is entitled to recover reasonable and necessary attorneys' fees in accordance with the terms of the Note and Security Instrument and pursuant to Texas Civil Practice & Remedies Code § 38.001.

iii. Subrogation.

15. In the event the lien on the Property represented by the Security Instrument is deemed invalid, Ditech is entitled to equitable subrogation up to and including all amounts paid to satisfy the prior lien on the Property, which was held by Wells Fargo Bank, NA. In addition, Ditech is entitled to contractual subrogation up to and including all amounts paid to satisfy the prior lien on the Property.

E. Prayer

For these reasons, Defendant/Counter-Plaintiff Ditech Financial, LLC prays that Plaintiff/Counter-Defendant Varnel Diggs take nothing by way of his suit, and further be cited to appear, and that upon final trial of this cause, the Court enter judgment granting:

- a. A judgment of foreclosure of the Security Instrument encumbering the Property and a writ of possession;
- b. Attorneys' fees and costs of suit;
- c. A final judgment for equitable and contractual subrogation; and
- d. Such other and further relief to which Defendants/Counter-Plaintiffs may be justly entitled.

Respectfully submitted,

Bradley

By: /s/ S. David Smith

S. DAVID SMITH
Texas Bar No. 18682550
Fed. I.D. No. 14233
sdsmith@bradley.com
BRADLEY ARANT BOULT CUMMINGS LLP
600 Travis Street, Suite 4800
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(713) 576-0300 Telephone
(713) 576-0301 Facsimile

ATTORNEYS FOR DITECH

OF COUNSEL:

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600 Travis Street, Suite 4800
Houston, Texas 77002
(713) 576-0300 Telephone
(713) 576-0301 Facsimile
mgutierrez@bradley.com

CERTIFICATE OF SERVICE

I certify that on this 8th day of January, 2019, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system which will send notice of electronic filing to the following counsel of record:

Via Regular Mail and
CMRRR: 9314 8699 0430 0054 5895 62

Varnel Diggs
17111 Copperhead Dr.
Round Rock, Texas 78664
Plaintiff, pro se

/s/ Melissa S. Gutierrez

Melissa S. Gutierrez

Claimant/Relator: Private-person, Varnel Diggs, 17111 Copperhead Dr. Round Rock, TX 78664.

Counsel for Claimant/Relator: Sui-juris.

Real Party of Interest: DITECH FINANCIAL SERVICER, LLC and NICOLE BARTEE, Law Offices of Codilis & Stawiarski, PC. 400 N. Sam Houston Pkwy. E. Suite 900-a Houston TX 77060.

Counsel for Real Party in Interest: Nicole Bartee (Attorney at law)

STATEMENT REGARDING ORAL ARGUMENT

Claimant/Relator is willing to forego oral argument in the interest of obtaining a quicker ruling on the important issues raised by this Action.

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Respodent committed, Gross Negligence, by refusing to perform his ministerial duty.

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CLAIM OF THIS CASE

Respondent committed, Gross Negligence, by refusing to perform his ministerial duty to grant “Execution of instrument” when the record is shown to be complete, leaving nothing for a judge’s discretion. Respondent did not respond to a motion from the court to act, instead, he acquiesced the judicial process to obstruct the process of justice. Allowing the wrong-doers to cause additional harm to claimant/relator. Court Motion Judge To Comply; Filed Dec. 12th 2018, brought forth all the laws necessary to show cause for relief. The motion brought the judge’s attention to his duty and obligation. Senor Judge David A. Ezra, is to direct Judge Lee Yeakel, to perform his Ministerial officer duty, in a court of record and attest the writ with signature and court seal.

ACTION ON THE CASE

Trial Court: The Original writ filed 2018 Nov. 13th clearly and directly set out the facts that entitle claimant to relief. The ministerial officer of the court was served with an 'Action on the case' it is of the court officer's duty to grant "Execution of instrument", when theirs nothing left for a judges discretion. Respondent has now obstruct claimant's right to open court by refusing to act. Senior Judge David A. Ezra, made contact with claimant because respondent refuse to respond to 'Court Motion For Judge To Comply; Which was misconstrued by Judge Ezra, presuming it's a 'Motion To Disqualify.

Nature of the Case: Negligence per se; The Real Party in Interest brought this civil suit of a tort claim, due to the tolling of the alleged debt. Wrong-doers Ditech Financial Servicer, LLC and NICOLE BARTEE, are willfully trespassing claimant's title to property with an invalid and unenforceable lien. By tacit agreement, Negligence Per se has been affirmed by the wrong-doers. Judge Yeakel has refused to administer relief to claimant, neglecting his duty as a Ministerial Officer. He has left the bench and, incorporated Senior Judge David, without recusing himself is not proper.

Course of Proceedings: A claim was before respondent November 13th 2018. The original writ filed under a common law, court of record was to be signed and sealed within the twenty one (21) days requested. Respondent did not reply with an order rejecting it, nor did he attest it. Therefor, claimant filed 'Court Motion Judge To Comply', filed December 12, 2018 to bring his attention to the writ, extending the deadline an additional twenty one (21) days. Clearly spelling-out respondent's duty and his responsibility to the People. He did not acknowledge claimant's offer to appear to clear up any confusion and eliminate presumptions. Senior Judge David A. Ezra responded, Dec. 18th and 19th 2018, with orders from a foreign court which was abated. This 'Action For Writ Of Mandamus' followed; filed January, 9th 2019.

Claim No. 1:18cv974-DAE

In Diggs Superior Court
AT THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

Varnel Diggs – sui juris

Claimant at law

Common Law Writ:

DITECH FINANCIAL, LLC,
and NICOLE BARTEE,

Wrong-doers

FIRST, ACTION FOR WRIT OF MANDAMUS

TO THE HONORABLE JUDGE DAVID A. EZRA: COME NOW; One of the people, Varnel, hereinafter ‘Claimant’ files his first ‘Action For Writ Of Mandamus’ to compel Judge Lee Yeakel’s compliance to Original writ, hereinafter ‘Respondent’.

LEGAL STANDARD FOR MANDAMUS

A court of appeals may not prescribe the manner in which a trial court exercises its discretion, but it may, by mandamus, require a trial court to exercise its discretion in some manner. A trial court may not arbitrarily halt proceedings in a pending case, and mandamus will lie to compel a trial court to entertain and rule on motions or writs pending before it. A trial court is required to consider and act upon a motion or writ within a reasonable time. If a motion or writ is properly filed and pending before a trial court, the act of considering and ruling upon that motion or writ is ministerial, and mandamus may issue to compel the trial court to act. See *In re Bledsoe*, 41 S.W.3d 807, 811 (Tex. App.-Fort Worth 2001).

Some courts will consider the mandamus under the second half of Rule 52.3(k)(1) (A) in the absence of a written order if the ruling in cases involving a trial court's refusal to rule, mandamus will issue if "(1) the motion or writ is properly filed and has been pending for a reasonable time; (2) the relator requested a ruling on the writ; and (3) the trial court refused to rule. See *Walker v. Packer*, 827 S.W.2d 833, 840 (Tex.1992). Mandamus is an extraordinary writ that should be issued only "when a trial court clearly abuses its discretion and there is no adequate remedy by appeal."

ISSUE PRESENTED

A. Is It Obstruction Of Justice To Neglect A Lawful Writ In A Court Of Record When The Record Is shown To Be Complete.

Real Party in Interest brought this suit on the 13th day of Nov. '18. Showing facts and truths that the wrong-doers has committed a tort, Negligence Per se. It has been confirmed by the wrong-doers via tacit agreement, the alleged loan has expired, the lien is invalid and unenforceable. See **doc. 1, Ex. B-11, pg. 11**. Wrong-doers have defaulted the administrative process by acquiescing it, see **doc. 1, Ex. A-6, pg. 9**. waiving their right to challenge claimant's claim. See **Ex. B-12, pg. 15**. See *Lebold v. Inland Steel Co.*, C.C.A. Ill., 125 F.2d 369, 375.

There is no lawful reason for Respondent to neglect his duty, inflicting additional harm on a man. This unlawful delay has prejudice claimant's remedy at law. See **doc. 1, Judicial Notice, Ex.-A, pg. 2**. The original writ brought forth purely legal issues raised via Judicial Notices, undisputed evidences of facts and laws surrounding the alleged debt. A ministerial officer is to decide matters assigned to a court of record when the record is shown to be complete. See **doc. 2, pg. 2**. The Order of the Court was specific in directing the ministerial officer via Judicial Notices instructing the

Course of Proceedings. **Doc. 1, pg. 1.** See judicial notice, **Doc. 1, Ex. A-1 thru A-3, Pg. 2- 5.**

The original writ requested the Judge to attest with a signature and court seal within twenty one (21) days. A writ of mandamus is ordered to compel Judge Lee, to comply to the original writ. See **doc-1, pg. 5.** See *Anderson v. City of Seven Points*, 806S.W.2d at 791; (Tex.1991). A judge's ministerial duty is to decide matters assigned to them by a court of record, and abuses its discretion by refusing to perform as directed by the court to purely legal laws and fact issues raised, giving authority to have it done, as in a writ of mandamus or certiorari, or as in an "original writ" for instituting an action at common law. See **Doc. 1, judicial notice, A-3, pg. 5.** The requirement that persons seeking mandamus relief establish the lack of an adequate appellate remedy is a "fundamental tenet" of mandamus practice. See *Holloway*, 767 S.W.2d at 684.

Respondent unjustly abused its discretion by overtly refusing to rule on Original writ when their were a reasonable amount of time to do so. If no response to a properly filed writ, than the judge has implied a clear intent of bias against a court of record. Judge Ezra, is to correct this wrong by issuing the order for judge Yeakel to act. See U.S. Supreme Ct., *Williams v. Pennsylvania*. The administrative process clearly and directly set out the laws and facts pertaining to time-barred debts and foreclosures in Tx. See **doc. 1, Ex. B-11, Pg. 14.** Respondent's negligence to comply to original writ and, a court motion is gross negligence, therefor, senior judge Ezra is required to show cause to why respondent refuse to comply to a lawful writ, as if a Court Of Record has

no authority, this authority is by a kind of super-stare decisis. Therefor, a writ of mandate is proper and just. See **doc. 2**. See **judicial notice, doc. 1, Ex. A-1, pg. 2**. Also see *Walker v. Packer*, 827 S.W.2d 833, 840 (Tex.1992).

It's a Violation Of Due Process Of Law when respondent neglected his duty to act. Claimant has a natural and constitutionally protected right to be protected from unlawful interference from wrong-doers encroachment of title, and his right to, "pursuit of happiness". See **doc. 1, A-5, pg. 8**. This interference has harmed and effected claimant's quality of life by depriving claimant's right of full possession to enjoy his property. No one shall be "Deprived Of Life, Liberty Or Property Without Due Process Of Law". See *Vernon v. Perrien*, 390 S.W.3d 47, 54 (Tex. App. - El Paso 2012. See **doc. 2, pg. 3**. Also see **doc. 1, Ex. A-4, Pg. 6-7**.

The courts concluded that the Due Process Clause incorporated the common-law rule that a judge must recuse himself when he has 'a direct, personal, substantial, pecuniary interest' in a case." See 1994 U.S. Supreme Court decision in *Liteky v. United States*. Respondent acts in ways that are considered unethical or otherwise violates his obligations of impartial conduct. Respondent's negligence of a lawful procedure has intentionally blocked the course of law. This is grounds for mandamus relief to prevent additional harm and Judge Ezra has a duty of reasonable care. See *Shamrock Fuel & Oil Sales Company v. Tunks*, 406 S. W.2 483, (Tex.Civ.App.); 416 S. W.2d 779 (Tex.Sup. 1967).

Under the Code of Professional Responsibility, a judge has the duty to assist in

the speedy and efficient administration of justice, and is enjoined from unduly delaying a case by impeding execution of a judgment or by misusing court processes. Following an oath of office is also a moral obligation, as well as Title 18 USC §1621 concerning the "neglect to protect" by persons under Oath, and Title 42 USC § 1986, wherein a person having "*knowledge of the law*", "*the power to stop a wrong*" and the "*duty to prevent a wrong from being done*" is liable for any failure to act. The court directs Judge Ezra to issue this action for writ of mandate to compel respondent to perform his lawful duty owed to claimant. See *Safety-Kleen Corp. v. Garcia*, 945 S.W.2d 268, 269.

TRUTH AND FACT

'Court Motion Judge To Comply; Filed December 12th 2018. No response was expressed from respondent. The motion brought respondent's attention to his obligation as the ministerial officer to respond to a lawful writ. See **doc. 1, Judicial Notice, Ex. A-2, pg. 4**. The motion reiterated respondent's obligation and duty of reasonable care to the People. Therefor, Claimant's Motion For Judge To Comply; went unanswered, and writ neglected. See **doc. 2**. Common law writ is a common type of writ, a written judicial order to perform a specified act, or giving authority to have it done, as in a writ of mandamus or certiorari, or as in an "original writ" for instituting an action at common law. See *Anderson v. City of Seven Points*, 806 S.W.2d 791 (Tex. 1991). **doc-1, Judicial Notice, Ex. A-3, pg. 5**.

A ministerial act is an act, especially of a governmental employee, in carrying out

the mandates of statutes, legal authority, established procedures or instructions from a superior court. See **doc. 1, judicial notice A-2, pg. 4**. Due to respondent's implied refusal to act, grossly neglecting his lawful duty to protect the people from trespassers has now become a trespasser, obstructing the process of justice. See *Monroe v. Pape*, 365 U.S. 167 (1961). The duty here is merely the application to exercise reasonable care to avoid foreseeable injury to claimant. See **Doc. 1, Judicial Notice, Ex. A-2, Pg. 4**. Respondent has a duty of reasonable care and did nothing to prevent additional harm. See *Columbia Med. Ctr. of Las Colinas, Inc. v. Hogue*, 271 S.W.3d 238, 246. See doc. 1 Judicial Notice, Ex. A, pg. 2.

CONCLUSION

Claimant has met the three requirements to receive this type of mandamus relief: (1) "a legal duty to perform a non-discretionary act," (2) "a demand for performance," and (3) "a refusal [to act]."

The common law doctrine of negligence consists of three elements: 1) a legal duty owed by the wrong-doers to claimant; 2) they have breach that duty without a lawful reason; and 3) damages approximately resulting from the breach. The threshold inquiry in a negligence case is duty. Claimant has established both the existence and the violation of a duty owed by claimant to establish liability of a tort by the wrong-doers. *Id.* Moreover, the existence of duty is a question of law for the court to decide from the facts surrounding the occurrence in question. *Otis Eng'g Corp. v. Clark*, 668 S.W.2d 307, 312 (Tex. 1983).

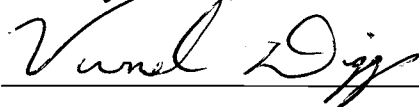
For these reasons judge Ezra shall grant claimant's Action for Writ of Mandamus directing respondent to attest Original writ, in the interest of justice. Wherefore, It is hereby verified that after reviewing the Action For Mandamus, plainly and directly setting out the facts that clearly entitles claimant/relator to relief. By serving the ministerial officer of the court with an "Action on the case", it is of this Court's decision to direct respondent to grant "Execution of instrument" in favor of Claimant-Varnel Diggs. Claimant has decreed the law of this suit at law in the capacity of his own judicial authority, as (sovereign) One of the People of the Republic of Texas.

MY WISH

The ministerial officer is to attest the Original writ with signature and court seal, and awarded all that is deemed in claimant's Original writ, as wished, within fourteen (14) days.

VERIFIED

Private-person, Varnel Diggs, being of age, by oath declare under penalty of perjury that the above and foregoing factual claim, and the pleadings of the documents attached as exhibits, made herein, are true, correct and accurate to the best of my personal knowledge and/or belief, and not an assumption. Claimant is competent to testify as attorney-in-fact, to the matters herein.



-sui juris.

MANDAMUS CERTIFICATION

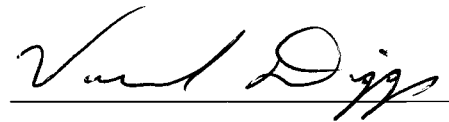
Pursuant to Texas Rule of Appellate Procedure 52.3(j), I certify that I have reviewed this writ and that every factual statement in the writ is supported by competent evidence included in the appendix or record.



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been sent to: Counsel for Real Parties of Interest: On this the 11th day of January, 2019. Claimant's 'Action For Writ of Mandamus' was served by regular U.S. Mail. To Ditech Financial, LLC, Representative Nicole Bartee, (St. Bar No. 24001674), Law offices of codilis & Stawariski, PC. 400 N. Sam Houston Pkwy. E. TX 77060.

In addition, I certify that a true and correct copy has been send to Respondent via regular mail on January 11, 2019.



CERTIFICATE OF COMPLIANCE

In compliance with Texas Rule of Appellate Procedure 9.4(i)(2), this brief contains 1,000 words, excluding the portions of the brief exempted by Rule 9.4(i)(1).



17111 Copperhead Dr.
Round Rock, TX 78664

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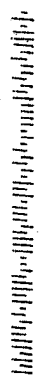


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WESTERN DISTRICT OF TEXAS
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Claim No. 1:18cv974-LY

In Diggs Superior Court
AT THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

Varnel Diggs – sui juris

Claimant at law

Common Law Writ:

DITECH FINANCIAL, LLC,
and NICOLE BARTEE,

Wrong-doers

FIRST, ACTION FOR WRIT OF MANDATE

IN RE; Original writ, instituted a common law adjudication proceedings for Claim No. 1:18cv974. Pending In Diggs Superior Court at the District Court, Travis County, Texas. Varnel, One Of The People, hereinafter "Claimant" file for an Action For Writ Of Mandate, To compel Judge Lee Yeakel, hereinafter Respondent, to act.

ORAL ARGUMENT NOT REQUESTED

IDENTITY OF PARTIES AND COUNSEL

Claimant/Relator, herein provides this Court with the following list of parties and the names and addresses:

Respondent: Honorable Judge Lee Yeakel, AT THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS AUSTIN DIVISION, AUSTIN TX 78701.

Claimant/Relator: Private-person, Varnel Diggs, 17111 Copperhead Dr. Round Rock, TX 78664.

Counsel for Claimant/Relator: Sui-juris.

Real Party of Interest: DITECH FINANCIAL SERVICER, LLC and NICOLE BARTEE, Law Offices of Codilis & Stawiarski, PC. 400 N. Sam Houston Pkwy. E. Suite 900-a Houston TX 77060.

Counsel for Real Party in Interest: Nicole Bartee (Attorney at law)

STATEMENT REGARDING ORAL ARGUMENT

Claimant/Relator is willing to forego oral argument in the interest of obtaining a quicker ruling on the important issues raised by this Action.

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The courts concluded that the Due Process Clause incorporated the common-law rule that a judge must recuse himself when he has 'a direct, personal, substantial, pecuniary interest' in a case." See 1994 U.S. Supreme Court decision in *Liteky v. United States*. Respondent acts in ways that are considered unethical or otherwise violates his obligations of impartial conduct. Respondent's negligence of a lawful procedure has intentionally blocked the course of law. This is grounds for mandamus relief to prevent additional harm and Judge Ezra has a duty of reasonable care. See *Shamrock Fuel & Oil Sales Company v. Tunks*, 406 S. W.2 483, (Tex.Civ.App.); 416 S. W.2d 779 (Tex.Sup. 1967).

Under the Code of Professional Responsibility, a judge has the duty to assist in

the speedy and efficient administration of justice, and is enjoined from unduly delaying a case by impeding execution of a judgment or by misusing court processes. Following an oath of office is also a moral obligation, as well as Title 18 USC §1621 concerning the "neglect to protect" by persons under Oath, and Title 42 USC § 1986, wherein a person having "*knowledge of the law*", "*the power to stop a wrong*" and the "*duty to prevent a wrong from being done*" is liable for any failure to act. The court directs Judge Ezra to issue this action for writ of mandate to compel respondent to perform his lawful duty owed to claimant. See *Safety-Kleen Corp. v. Garcia*, 945 S.W.2d 268, 269.

TRUTH AND FACT

‘Court Motion Judge To Comply; Filed December 12th 2018. No response was expressed from respondent. The motion brought respondent’s attention to his obligation as the ministerial officer to respond to a lawful writ. See **doc. 1, Judicial Notice, Ex. A-2, pg. 4**. The motion reiterated respondent’s obligation and duty of reasonable care to the People. Therefor, Claimant’s Motion For Judge To Comply; went unanswered, and writ neglected. See **doc. 2**. Common law court is a common type of writ, a written judicial order to perform a specified act, or giving authority to have it done, as in a writ of mandamus or certiorari, or as in an "original writ" for instituting an action at common law. See *Anderson v. City of Seven Points*, 806 S.W.2d 791 (Tex. 1991). **doc-1, Judicial Notice, Ex. A-3, pg. 5**.

A ministerial act is an act, especially of a governmental employee, in carrying out

the mandates of statutes, legal authority, established procedures or instructions from a superior court. See **doc. 1, judicial notice A-2, pg. 4**. Due to respondent's implied refusal to act, grossly neglecting his lawful duty to protect the people from trespassers has now become a trespasser, obstructing the process of justice. See *Monroe v. Pape*, 365 U.S. 167 (1961). The duty here is merely the application to exercise reasonable care to avoid foreseeable injury to claimant. See **Doc. 1, Judicial Notice, Ex. A-2, Pg. 4**. Respondent has a duty of reasonable care and did nothing to prevent additional harm. See *Columbia Med. Ctr. of Las Colinas, Inc. v. Hogue*, 271 S.W.3d 238, 246. See doc. 1 Judicial Notice, Ex. A, pg. 2.

CONCLUSION

Claimant has met the three requirements to receive this type of mandamus relief: (1) "a legal duty to perform a non-discretionary act," (2) "a demand for performance," and (3) "a refusal [to act]."

The common law doctrine of negligence consists of three elements: 1) a legal duty owed by the wrong-doers to claimant; 2) they have breach that duty without a lawful reason; and 3) damages approximately resulting from the breach. The threshold inquiry in a negligence case is duty. Claimant has established both the existence and the violation of a duty owed by claimant to establish liability of a tort by the wrong-doers. *Id.* Moreover, the existence of duty is a question of law for the court to decide from the facts surrounding the occurrence in question. *Otis Eng'g Corp. v. Clark*, 668 S.W.2d 307, 312 (Tex. 1983).

For these reasons judge Ezra shall grant claimant's Action for Writ of Mandamus directing respondent to attest Original writ, in the interest of justice. Wherefore, It is hereby verified that after reviewing the Action For Mandamus, plainly and directly setting out the facts that clearly entitles claimant/relator to relief. By serving the ministerial officer of the court with an "Action on the case", it is of this Court's decision to direct respondent to grant "Execution of instrument" in favor of Claimant-Varnel Diggs. Claimant has decreed the law of this suit at law in the capacity of his own judicial authority, as (sovereign) One of the People of the Republic of Texas.

MY WISH

The ministerial officer is to attest the Original writ with signature and court seal, and awarded all that is deemed in claimant's Original writ, as wished, within fourteen (14) days.

VERIFIED

Private-person, Varnel Diggs, being of age, by oath declare under penalty of perjury that the above and foregoing factual claim, and the pleadings of the documents attached as exhibits, made herein, are true, correct and accurate to the best of my personal knowledge and/or belief, and not an assumption. Claimant is competent to testify as attorney-in-fact, to the matters herein.


_____ -sui juris.

MANDAMUS CERTIFICATION

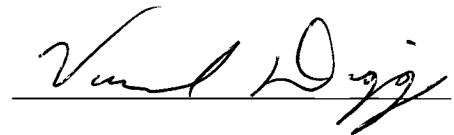
Pursuant to Texas Rule of Appellate Procedure 52.3(j), I certify that I have reviewed this writ and that every factual statement in the writ is supported by competent evidence included in the appendix or record.



CERTIFICATE OF SERVICE

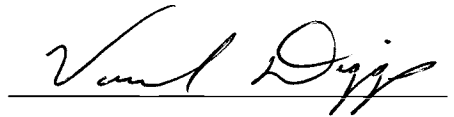
I hereby certify that a true and correct copy of the foregoing document has been sent to: Counsel for Real Parties of Interest: On this the 11th day of January, 2019. Claimant's 'Action For Writ of Mandamus' was served by regular U.S. Mail. To Ditech Financial, LLC, Representative Nicole Bartee, (St. Bar No. 24001674), Law offices of codilis & Stawariski, PC. 400 N. Sam Houston Pkwy. E. TX 77060.

In addition, I certify that a true and correct copy has been send to Respondent via regular mail on January 11, 2019.



CERTIFICATE OF COMPLIANCE

In compliance with Texas Rule of Appellate Procedure 9.4(i)(2), this brief contains 1,000 words, excluding the portions of the brief exempted by Rule 9.4(i)(1).



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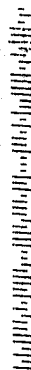
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Austin, TX 78701

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Document 9 p. 1 of 4

Claim No. 1:18cv974-LY/DAE

RECEIVED

JAN 28 2019

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY _____ DEPUTY

In Diggs Superior Court
AT THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

FILED

JAN 28 2019

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY _____ DEPUTY CLERK

Varnel Diggs – sui juris

Claimant in law

IN RE: Original writ:

DITECH FINANCIAL, LLC,
and NICOLE BARTEE,

Wrong-doers

COURT MOVE TO ABATE COUNTER-CLAIM IN IT'S ENTIRETY

COME NOW BEFORE A COURT OF RECORD; Private-person, Varnel, one of the people of the Republic of Texas, hereinafter "Claimant" files his motion to abate counter-claim filed by David and Melissa, of Bradley Arant Boult Cummings, LLP, hereinafter "Tort-feasors".

PARTIES

Varnel Diggs, property location;
17111COPPERHEAD DRIVE, ROUND ROCK, TX 78664, LOT 8, UNNUMBERED BLOCK "SPRINGBROOK CENTRE, PHASE A", A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACORDING TO THE MAP OR PLAT THEREOF, RECORDED IN BOOK 86, PAGES 66B-68D, PLAT RECORDS, TRAVIS COUNTY, TEXAS.

DITECH FINANCIAL, LLC, Representative Nicole Bartee (attorney at law). 400 N. SAM HOUSTON PKWY E. Suite 900A, HOUSTON, TX 77060.

INTRODUCTION

The wrong-doers Ditech, and Nicole has waived there right to answer a tort claim-Negligence Per se, by acquiescing the administrative process. They have tacitly agreed that the statute of limitation has run on this alleged loan, that the lien is invalid and unenforceable, and that claimant has superior title to property. The property has never been abandoned by claimant. Claimant has decreed the facts and laws of this case with a completed record to satisfy "Findings and Conclusions of law", with nothing left to a judge's discretion.

REASONS FOR ABATEMENT

1. Court move to abate counter-claim in it's entirety, tort-feasor Ditech, has not address the Court of their change of attorneys, from Nicole who has not step down, nor adjoind S. David Smith Tx. Bar No. 18682550. Fed. I.D. No. 14233 and Melissa S. Gutierrez Tx. Bar No. 24087648, Fed. I.D. No. 2255351. These attorneys have not made proper appearance as joinders to this suit, therefore, the Court rejects their appearance.
2. The counter-claim was not filed in this court, a common law court of record. Tort-feasors David and Melissa, have unlawfully trespassed claimants case with a non-verifiable counter-claim to delay the process of justice and shall be held in-contempt.
3. The untimely filed counter-claim is rejected, the original writ was filed Nov. 13th 2018, the counter-claim was filed Jan. 8th 2019, Two months or five documents too late. The Court lacks the jurisdiction to entertain a counter-claim not properly before this court, and untimely filed.
4. The tort-feasors filed a document number 7 which is not in sync with the court records. **Doc. 7**, is claimant's "First, Action For Writ Of Mandate" to Senior judge David, filed Jan. 9th 2019. They did not request appearance when original writ was filed, and lack standing to appear at this time.
5. Claimant did not style the caption of his name in all capital letters in the original writ, nor did he label himself as a plaintiff or pro se, there is no controversy, nor a complaint. **Doc. 1**. Tort-feasor Ditech, is in clear violation of the law with an illegitimate contract, and no records of any documents proving a superior title to claimant's property.
6. Wrong-doer Nicole Bartee, was the legal representative of Ditech at the time the original writ was filed, she assumed that responsibility when she did not reject the style and caption in demand notices and the filing of original original writ. **Doc. 1, Ex. B-14, p. 17**. Therefor, her implied responses to this action makes her the proper party.

7. Tort-feasor Ditech, did not rebut any of the allegations brought up against it. It replied with three responses and non addressed the issues. **Doc. 1, Ex. B-9, p. 12.** Tort-feasors may not ignore on the grounds that the documents in question ‘speaks for itself.’ Documents do not speak, rather, they represent factual information from which legal consequences may follow. *Booth Oil Site Administrative Group v. Safety-Kleen Corporation*, 194 F.R.D. 76 (W.D.N.Y. 2000).
8. The original writ referenced documents in the appendix to the extent an answer was necessary, as in the administrative process, their were no response. The wrong-doers defaulted, therefore, this counter-claim is moot. Although, tort-feasor Ditech, may not have the knowledge sufficient to respond to the allegations, wrong-doer Nicole know the law, being an attorney at law. If the wrong-doers did not involve the appropriate legal department in the beginning, then that opportunity has passed, Therefore, David and Melissa lack standing to represent Ditech, at this time.
9. Tort-feasors assert that “plaintiff” claims are bared by the doctrine of waiver, this is false, claimant did not waive any of his rights to defend this alleged loan. He has diligently pursued this alleged loan from it’s very inception. A waiver of claimant's right to file was not raised during the Adm. Process, and can not be raised now.
10. lashes, do not apply to claimant because he has diligently pursued this foreclosure pending status for over seven(7) years. lashes do not apply to wrong-doers they were awarded the right to foreclose before the statutes of limitation run, but for whatever reason, they slpet on that right. Lashes was not raised during the Adm. Process, and can not be raised now.
11. Tort-feasor asserts “plaintiff” should be estopped. Claimant has a right to pursue a remedy at law, wrong-doers are estopped due to their lack of diligence, and disregards to a lawful process. Estoppel, was not alleged during the Admin. Process, and can not be raised now.
12. Tort-feasors asserts fraud, the only fraud committed was Ditech claiming to have mailed claimant a subsequent notice of default in 2013 to defeat a quiet title action, when it did not have possession till 2014, and won committing fraud on the court. Documents of claimant is from the original lender. Fraud, was not raised during Admin. Process, and can not be raised now. Tort-feasor Ditech, and their attorneys have unclean hands.
13. Tort-feasor counter-claim asserts equitable subrogation, Claimant has put in twenty five years of sweat equity to off-set that argument, Equitable subrogation, was not raised during the Admin. Process, and can not be raised now.

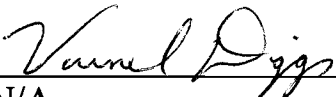
14 . Before the original writ was filed, the wrong-doers made no effect to assert any of these allegations during a lawful administrative process, they are estopped from asserting them now. No opportunity for claimant to cure has expired because the alleged loan was never accelerated by wrong-doer Ditech. The wrong-doers has not done their due diligence of their contractual rights, and is now breaking the law of contracts.

CONCLUSION

Youse will be answering to the State bar, if any further communication from a court of a different venue and jurisdiction is developed to obstruct this court. Counter-claims filed in a court of record, is verifiable counter-claims, to be testified to by a man or woman of the facts asserted in it. That opportunity has passed, youse are now in-contempt for unlawfully trespassing claimant's case with an untimely, non-verifiable counter-claim to delay the process of justice. This intentional interference of a frivolous action from another court to obstruct the process of law in this court is moot, and abated in it's entirety.

VERIFIED

Private-person; Varnel Diggs, being of age, by oath declare under penalty of perjury that the above and foregoing factual claim, and the pleadings of the documents attached as exhibits, made herein, are true, correct and accurate to the best of my personal knowledge and/or belief, and not an assumption. Claimant is competent to testify as claimant in law, to the matters herein.


_____-sui juris.
N/A

SERVICE

I hereby certify that on this the 25st day of Jan. '19, claimant declare that a true and correct copy of his, "Court Move To Abate Counter-claim In It's Entirety" was served by certified U. S. Mail to Attorneys David Smith, Melissa Gutierrez, of Bradley Arant Boulton Cummings, LLP, 600 Travis Street, Suite 4800 Houston, Texas 77002.



Varnel Diggs

17111 Copperhead Dr.
Round Rock, TX 78664

17111 Copperhead Dr.
Round Rock, TX 78664



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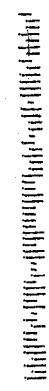
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ATT: Honorable David A. EZRA
U.S. District Clerk's Office
501 West Fifth Str. Ste. 1400
Austin, TX 78701



FILED

Document 10 p. 1 of 5

JAN 28 2019

Claim No. 1:18cv974-LY/DAE

CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY IN
DEPUTY CLERK

In Diggs Superior Court
AT THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

Varnel Diggs – sui juris

Claimant in law

IN RE: Original writ:

DITECH FINANCIAL, LLC,
and NICOLE BARTEE,

Wrong-doers

INTENT TO FILE VIOLATIONS TO
STATE COMMISSION On JUDICIAL CONDUCT

IN RE; Original writ. Private-person; Varnel, hereinafter Claimant, files his claim “Intent To File Violations To (S. C. J. C.)” against Judge David, and Judge Lee of the U. S. District Court, Austin Texas, hereinafter Respondents, as follow:

INTRODUCTION

The wrong-doers Ditech and Nicole has waived there right to answer a tort claim; Negligence Per se, by acquiescing the administrative process. They have tacitly agreed that the statute of limitation has run on this alleged loan, that the lien is invalid and unenforceable, and that claimant has superior title to property. This property has never been abandoned, and he’s been maintaining the property for over twenty five(25) years. Claimant has decreed the facts and laws of this case with a completed record to satisfy “Findings and Conclusions of law”, with nothing left to a judge’s discretion. Claimant is paranoid to remodel home, therefore, he can not enjoy his property, he can’t sell or lease, and the contiued foreclose status has continued ruined his credit.

FACTS

Respondents has intentionally blocked the course of due process of law by refusing to perform their lawful duties, this obstruction of claimant's remedy at law has prejudiced his rights to relief. Claimant alleges that respondents has deprived him of a federal right, while acting under color of state law. See *Gomez v. Toledo*, 446 U.S. 635, 640 (1980). Also see **doc. 2, doc. 5, doc. 6, doc. 7**. When a judge knows that he lacks authority, or acts out side of his oath, expressly depriving him of jurisdiction, judicial immunity is lost. This intentional tort is an abuse of process. See **doc. 2, p. 2**. See *Martinez v. English*, 267 S.W.3d 521, 528-29 (Tex.App.—Austin 2008).

Claimant has a lawful right to enjoy his property without encumbrance of an invalid and unenforceable lien. See **doc. 1, Ex. B-12, p. 15, Ex. A-5, p. 8**. He has diligently informed the respondents of their duty and obligation to the People of this great state, there is no lawful reason for Respondents to neglect their duties, instead, respondents has become trespassers enabling the wrong-doers to inflict additional harm on a man. See **doc. 7, p. 4**.

Respondents ministerial duty is to decide matters assigned to them by a Court of record, and abuses its discretion by refusing to perform as directed by the court to purely legal laws and fact issues raised, giving authority to have it done, as in a writ of mandamus or certiorari, or as in an "original writ" for instituting an action at common law. See **Doc. 1, judicial notice, Ex. A-3, p. 5, doc. 2, p. 2, doc. 7, p. 3**.

Respondents acquiesced the judicial process by standing in silence, neglecting a

lawful process, as did the wrong-doers, to obstruct justice. See **doc. 2, p. 2, doc. 7, p. 3.** Wherefore, a writ of mandamus was filed requiring Respondent David to direct Respondent Lee to comply to the original writ. The two respondents are persons under oath, but has neglected to protect a People from wrong-doers. See **doc-7, p. 4.** For mere neglect in strictly judicial duties no action can lie. Respondents cannot be sued because of delaying their judgments, or deciding on partial views without sufficient information, it is always to be assumed that, that judgment has been honestly exercised and applied. The original writ brought forth purely legal issues raised via **Judicial Notices,** undisputed evidences of facts and laws surrounding the alleged debt in a completed record as required of writs. See **doc. 1, Judicial Notice, A-2, p. 3. Also doc. 7, p. 2.**

But, nevertheless, all judges may have duties imposed upon them which are purely ministerial, and where any discretionary action is not permitted. An illustration is to be found in *habeas corpus acts*. It is imperative that when the application for the original writ is presented which makes out a prima facie case of the legal requirements, shall issue the writ forthwith; and respondents is expressly made responsible in damages if they fail to obey a lawful demand, being that the duty is merely ministerial.

Regardless of claimant's effect to compel Respondents to comply to a legal process, his affords has been of no avail. Claimant has a right to access, and open courts as guaranteed by the United States and Texas constitutions. (Art. 1 Bill Of Rights Sec. 13). Claimant is entitled to a remedy by due course of law. See **doc. 2, p. 2, judicial notice, doc. 1, Ex. A-1, p. 2.** Respondents have been well informed of these violations,

and their display of lawlessness is on the record in documents # **2, 5, 6, and doc. 7.**

investigation is warranted to gain honor, order, and justice.

Claimant offers to settle this matter out of court if: The original writ is attested with signature, Court seal and punitive damages of ten(10) thousand dollars imposed on the wrong-doers. If no settlement is offered within Fourteen(14) days, the State Commission on Judicial Conduct will be the next point of contact. The (S. C. J. C.) shall be informed of your dishonor with a completed record to properly investigate these allegations. **(Exhibit-1)**. As well as the FBI having authority to investigate criminal civil rights violations, and the Attorney General, acting through the various U. S. Attorneys' offices and with the assistance of the Justice Department's Civil Rights Division, has the discretion to initiate a federal prosecution. Facts exist that claimant's constitutional rights were violated. See *Gomez v. Toledo*, 446 U.S. 635, 640 (1980). There is evidence of bad faith and persistent legal error, and the legal errors are egregious. These charges constitute judicial misconduct. Respondents failed to follow the law regardless of claimant's effort to keep them informed of his rights, and their wrongs. Respondents' improper demeanor for persons of their stature is unbecoming of a public official, they appear to be incompetent of their duties, so they tend to avoid the responsibility to perform, while displaying the act of general bias/prejudice. Claimant has been considerate and respectful of respondents' position, but has exhausted his good faith attempts to resolve these violations. Claimant will file for leave of court in (14 days).

VERIFIED

Private-person; Varnel Diggs, being of age, by oath declare under penalty of perjury that the above and foregoing factual claim, and the pleadings of the documents attached as exhibits, made herein, are true, correct and accurate to the best of my personal knowledge and/or belief, and not an assumption. Claimant is competent to testify as claimant in law, to the matters herein.

Varnel Diggs -sui juris.
N/A

SERVICE

I hereby certify that on this the 25st day of Jan. '19, claimant declare that a true and correct copy of his, 'Intent To File Issues To State Commission On Judicial Conduct' was served by certified U. S. Mail to Ditech's Representative Nicole Bartee, Law Offices of Codilis & Stawiarski, PC 400 N. Sam Houston PKwy E. Ste. 900A Houston, TX 77060, JUDGE LEE YEAKEL, and JUDGE DAVID A. EZRA.

Varnel Diggs
Varnel Diggs

17111 Copperhead Dr.
Round Rock, TX 78664

EXHIBIT 1

p. 1 of 3

NOTICE OF VIOLATIONS TO BE INVESTIGATED

Varnel Diggs

Claimant in law

IN RE; Intent To File Violations To S.C.J.C.

David A. Ezra, and Lee Yeakel

Wrong-doers

IN RE; Intent To File Violations To S.C.J.C.; Private-person; Varnel, hereinafter Claimant, files these violations against Judge David, and Judge Lee of the U. S. District Court, Austin Texas, hereinafter Respondents, claim of Gross Negligence as follow:

INTRODUCTION

Respondents has seized claimants property-(original writ), and refuse to give any reason for their actions as if claimant is their subject, and they are kings. We the People formed this government, judges work for us, and not the other way around as David and Lee portrays. This criminal behavior is below the standards of their oath of office and is to be investigated. When One of the People of the Texas Republic, submits a writ in a court of record, it is to be attested to if not rejected by the ministerial officer with a valid reason. Supreme Court justice, Louis Brandeis, "If the government becomes the lawbreaker, it breeds contempt for the law."

STANDARD OF REVIEW

Gross negligence: refers that conduct which is beyond ordinary negligence because it involves the actor's state of mind, a disregard for the safety of others. Gross negligence is one of the grounds which allows a plaintiff to recover punitive damages. Tex. Civ. Prac & Rem Code. § 41.003(a) (West 2003). Unlike ordinary negligence where the evidentiary burden is a preponderance of the evidence (i.e., more likely than not), the evidentiary burden on the plaintiff to prove a defendant was grossly negligent is by "clear and convincing" evidence. This requires a measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established. Tex. Civ. Prac. & Rem. Code § 41.001(2).

when proven, entitles the plaintiff to exemplary damages, also known as punitive damages. These awards are designed to punish the defendant and to deter similar future conduct from the defendant and similarly situated parties by making the wrongdoer pay extra money, above and beyond what the plaintiff actually lost. Gross negligence consists of both an objective and a subjective component. *U-Haul Int'l, Inc. v. Waldrip*, 380 S.W.3d 118 (Tex. 2012). The two elements of gross negligence are: 1) viewed objectively from the standpoint of the actor, the act or omission must involve an extreme degree of risk, considering the probability and magnitude of the potential harm to others; and 2) the actor must have actual, subjective awareness of the risk involved, but nevertheless proceed in conscious indifference to the rights, safety, or welfare of others. See *Lee Lewis Constr., Inc. v. Harrison*, 70 S.W.3d 778, 785 (Tex. 2001) (citing *Transp. Ins. Co. v. Moriel*, 879 S.W.2d 10, 23 (Tex. 1994)); see Tex. Civ. Prac. & Rem. Code § 41.001(11).

ARTICLE V, §1-a(6)A: A judge may be disciplined for willful or persistent violation of the rules promulgated by the Supreme Court of Texas, willful violation of the code of Judicial Conduct, incompetence in performing the duties of office, or willful or persistent conduct that is clearly inconsistent with the proper performance of his duties or casts public discredit upon the judiciary or the administration of justice.

VIOLATIONS

1. CANON 2A;

A judge shall comply with the law and should act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary.

2. Canon 3, A, B (2)(5)(9);

A Judge Should Perform the Duties of the Office Fairly, Impartially and Diligently. A judge shall conduct the judge's personal and extrajudicial activities to minimize the risk of conflict with the obligations of judicial office.

3. FOURTH AMENDMENT;

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated.

4. Title 18, U.S.C., Section 241;

Conspiracy Against Rights; If two or more person conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section. See *United States v. Price*, 383 U.S. 787 (1966).

5. 42 U. S. C. 1983;

Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United State or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress. Section 1983, is focused on violations of existing rights, such as tort laws. Violations of rights such as due process is a common example. See *Groman v. Township of Manalapan*, 47 F.3d 628, 633 (3d Cir. 1995).

6. Title 42 USC; 1986;

Every person who, having knowledge that any of the wrongs conspired to be done, are about to be committed, and having power to prevent or aid in preventing the commission of the same, neglects or refuses to do so, if such wrongful act be committed, shall be liable to the party injured, or his legal representatives, for all damages caused by such wrongful act, which such person by reasonable diligence could have prevented; and such damages may be recovered in an action on the case; wherein a person having "*knowledge of the law*", "*the power to stop a wrong*" and the "*duty to prevent a wrong from being done*" is liable for any failure to act. (Doc. 6, p. 2, doc. 7, p. 5).

7. Texas Penal Code 39.03(a)(2). (Official oppression).

A public servant acting under color of his office or employment commits an offense if he: intentionally denies or impedes another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing his conduct is unlawful. A person is guilty of official oppression if, being a public servant and acting with the intention to benefit himself or another or to harm another, he knowingly commits an unauthorized act which purports to be an act of his office, or knowingly refrains from performing a duty imposed on him by law or clearly inherent in the nature of his office. *Richard Joseph Deaguero v. Comm'n for Lawyer Discipline*. also *Texas Commission on Judicial Conduct has suspended Williamson County Judge Dan Gattis*.

CONCLUSION

Claimant has a right to access, and open court pursuant to **United States and Texas constitutions. (Art. 1 Bill Of Rights Sec. 13)**. Also, **5 U.S. Code § 554, 5 U.S. Code § 556, and 5 U.S. Code § 557**.

The wrong-doers has waived these rights to a hearing to answer the tort claim; Negligence Per se, by acquiescing the administrative process. Therefore, respondents are out of order, and in dishonor of obstructing a lawful process without a lawful reason to delay.

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Round Rock, TX 78664



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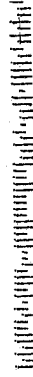


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JAN 28 2019

ATT: Honorable David A. EZRA
U.S. District Clerk's Office
501 West Fifth Str. Ste. 1000
Austin, TX 78701



UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

VARNEL DIGGS,

Plaintiff,

v.

DITECH FINANCIAL, LLC AND

NICOLE BARTEE,

Defendant.

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Civil Action No. 1:18cv974-LY/DAE

DEFENDANT NICOLE BARTEE’S MOTION TO DISMISS

Pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure, Defendant Nicole Bartee ("Bartee") files this Motion to Dismiss Plaintiff's claims against her for failure to state a claim upon which relief can be granted, and in support thereof shows the Court as follows:

I.
SUMMARY

1. Defendant Ditech Financial LLC is a residential mortgage lending institution. Defendant Nicole Bartee is an attorney with the firm Codilis and Stawiarski, P.C., the law firm that Ditech Financial LLC retained to advise and assist regarding the foreclosure of a lien on certain real property commonly known as 17111 Copperhead Drive, Round Rock, Texas 78664 (the "Property")¹, due to Plaintiff's failure to pay the residential mortgage as contractually agreed.

2. As a result of Plaintiff's unresolved default under the terms of the Note and Deed of Trust, Nicole Bartee of Codilis & Stawiarski, P.C. (in its capacity as foreclosure counsel to

¹ The Property is legally described as:

LOT 8, UNNUMBERED BLOCK, "SPRINGBROOK CENTRE, PHASE A", A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN BOOK 86, PAGES 66B-68D, PLAT RECORDS, TRAVIS COUNTY, TEXAS. RECORDED IN CABINET V, SLIDE 834, OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS.

Ditech Financial LLC) sent Plaintiff a Notice of Acceleration (by certified and regular mail) on October 22, 2018.²

3. Plaintiff's Original Writ [Doc. 1] takes issue with the superiority of Ditech Financial LLC's lien and the statute of limitations to foreclose. Plaintiff alleges:

- a.) The statute of limitations to foreclose the lien has run; and
- b.) Plaintiff has superior title to Ditech Financial LLC's lien;

4. Plaintiff fails to state a claim against Bartee given that:

a.) Bartee, who has not been personally served with the lawsuit, is an associate attorney of Codilis & Stawiarski, P.C., foreclosure counsel for Ditech Financial LLC, and is therefore immune from suit by Plaintiff for conduct undertaken in her capacity as an attorney.

II.

ARGUMENT AND AUTHORITIES

The Applicable Standard for a 12(B)(6) Motion.

5. To survive a Rule 12(b)(6) motion to dismiss, a complaint must include facts that "raise a right to relief above the speculative level," and into the "realm of plausible liability." *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 127 S.Ct. 1955, 1965 and 1966 n.5 (2007). Even though the complaint is to be construed liberally and in the light most favorable to the nonmoving party, a plaintiff must plead enough facts to state a claim that is at least plausible on its face. *Id.* at 1973-74. Although detailed factual allegations are not necessary, a "plaintiff's obligation to provide the 'grounds' of his 'entitle[ment] to relief' requires more than labels and conclusions, and a formulaic recitation of the

² Although generally the court may not look beyond the pleadings, the court may examine the complaint, documents attached to the motion to dismiss which the complaint refers to and which are central to the plaintiff's claims. *Munoz v. HSBC Bank USA, N.A.*, No. H-12-0894, 2013 WL 265982 *2 (S.D. Tex. 2013); citing, *Lone Star Fund V (U.S.), L.P. v. Barclays Bank PLC*, 594F.3d 383, 387 (5th Cir. 2010)); *Collins v. Morgan Stanley Dean Witter*, 244 F.3d 496, 498-499 (5th Cir. 2000). Further, "even if not attached or incorporated by reference, a document 'upon which the complaint solely relies and which is integral to the complaint' may be considered by the court in ruling on an FRCP 12(b)(6) motion. *Roth v. Jennings*, 489 F.3d 499, 509 (2d. Cir. 2007).

elements of a cause of action will not do.” *Id.* at 1964-65 (citing *Papasan v. Allain*, 478 U.S. 265, 286, 106 S.Ct. 2932 (1986)). A complaint must allege enough facts to move past possibility and on to plausibility of “entitlement to relief.” *Id.* at 1966. This standard is referred to as the “flexible plausibility standard.” See *Ashcroft v. Iqbal*, 556 U.S. 662, 129 S.Ct. 1937 (2009).

Nicole Bartee is Entitled to Attorney Immunity.

6. In general, attorneys are immune from suit by their client’s adversaries for conduct undertaken in their capacity as attorneys. The doctrine of attorney immunity provides attorneys an opportunity to practice their profession, without a conflict between advocating zealously for their clients’ best interests as deemed necessary and proper and their own personal exposure to liability from non-parties in the discharge of their duties within the scope of their client’s representation. *Campbell v Mortgage Electronic Registration Systems Inc.*, 2012 WL 1839357, at *5-6 (Tex. App. – Austin, May 18, 2012, pet. denied.) (mem. op.) (Attorneys hired to assist a mortgage beneficiary in the non-judicial foreclosure of real property were immune from the borrowers’ suit for wrongful foreclosure.) In simplest terms, attorneys have a right to “practice their profession, to advise their clients and interpose any defense or supposed defense, without making themselves liable for damages.” See *Kruegel v. Murphy*, 126 S.W. 343 (Tex. Civ. App.—Dallas 1910, writ ref’d).

7. It is a common practice for Codilis & Stawiarksi, P.C., and other foreclosure firms, to be improperly joined in litigation given their role as counsel on behalf of their mortgage clients. The Fifth Circuit has affirmed multiple judgments dismissing similar foreclosure counsel from litigation in which said counsel were improperly joined in cases brought against them in connection with their legal defense of mortgagees, as is the case herein. See e.g., *Lassberg v. Bank of America, N.A.*, 2016 WL 4446074 (5th Cir. August 23, 2016) (unpublished); *Trang v. Taylor Bean*, 2015 WL 78772 (5th Cir. January 7, 2015) (unpublished); *Rojas v. Wells Fargo Bank, N.A.*,

571 Fed. Appx. 274 (5th Cir. June 6, 2014) (unpublished);³ *L'Amoreaux v. Wells Fargo Bank, N.A.*; 755 F.3d 748 (5th Cir. 2014);⁴ and *Iqbal v. Bank of America, N.A.*, 559 Fed. Appx. 363, 364 (5th Cir. Mar. 18, 2014).⁵

8. Additionally, Texas courts have universally rejected the contention that foreclosure counsel can be independently liable to a borrower for assisting the mortgagee with foreclosure. *See Givens v. Midland Mortg. Co.*, 393 S.W.3d 876, 881 (Tex. App.–Dallas 2012, no pet.) (affirming summary judgment to law firm acting as legal counsel for mortgage servicer in providing foreclosure notice on behalf of lender); *Campbell v. Mortg. Elec. Registration Sys. Inc.*, 2012 WL 1839357, at *6 (Tex. App.–Austin 2012, pet. denied) (mem. op.) (affirming dismissal of claims against law firm for actions taken within scope of representation of client during non-judicial foreclosure); *Smith v. National City Mortgage*, 2010 WL 3338537, *4 (W.D. Tex. 2010) (“Representing a mortgage company and filing a foreclosure action against homeowners who have defaulted on their loan is clearly the kind of conduct an attorney engages in as part of the discharge of his duties in representing a party in a lawsuit.”); *Santiago v. Mackie Wolf Zientz & Mann, P.C.*,

³ In *Rojas v. Wells Fargo Bank, N.A.*, the Fifth Circuit held, foreclosure counsel was improperly joined because attorneys are generally immune from suits brought under Texas law against them by their adversaries if the action arises out of the duties involved in representing a client. *See Chapman Children's Trust at 440-441; Bradt at 71-72.*

⁴ In *L'Amoreaux v. Wells Fargo Bank, N.A.*, the Fifth Circuit held with respect to foreclosure counsel, “[T]he L’Amoreauxs must allege that Barrett Daffin knowingly made or presented a document that reflected a false lien or interest in the property. Here, aside from a single sentence in their complaint in which the L’Amoreauxs baldly assert that the defendants acted knowingly, there is no evidence to suggest that this is the case.” *See Rios v. City of Del Rio*, Tex. 444 F.3d 417, 420 (5th Cir. 2006)(“[C]onclusory allegations or legal conclusions masquerading as factual conclusions will not suffice to prevent a motion to dismiss”).

⁵ In *Iqbal v. Bank of America, N.A.*, the Fifth Circuit held, “Barrett Daffin Frappier Turner & Engel, L.L.P. was retained to assist in the foreclosure, and the actions complained of by the Iqbals are within the scope of their representation. The Iqbals argue that attorney immunity applies only in the litigation context, but that stance is not in line with Texas law.” *Iqbal v. Bank of America, N.A.*, 2014 WL 1017101, at *2 (5th Cir. Mar. 18, 2014) (unpublished)(citing *Campbell* at *5-6 (Tex. App. – Austin, May 18, 2012, pet. denied).)

2017 WL 944027 (Tex. App. – Dallas, 2017)(holding foreclosure counsel protected from liability afforded by the attorney immunity doctrine).

9. The Texas Supreme Court has clearly spoken to the issue and held that “attorneys are immune from civil liability to non-clients ‘for actions taken in connection with representing a client in litigation.’” *Cantey Hanger, LLP v. Byrd*, 467 S.W.3d 477, 481 (Tex. 2015) (quoting *Alpert v. Crain, Caton & James, P.C.*, 178 S.W.3d 398, 405 (Tex. App.—Houston [1st Dist.] 2005, pet. denied)); *U.S. Bank Nat’l Assoc. v. Sheena*, 479 S.W.3d 475 (Tex. App. - Houston [14th Dist.] 2015). So long as an attorney’s complained-of conduct was performed in the course and scope of his representation of his client and also required the office, professional training, skill, and authority of an attorney—immunity bars any and all claims against the attorney. *Byrd*, 467 S.W.3d at 481.

10. As illustrated above, Texas has a strong public policy of protecting attorneys from the claims of third parties in an effort to facilitate zealous legal representation. Nicole Bartee’s conduct on behalf of Ditech Financial LLC does not expose Nicole Bartee to Plaintiff. As such, Plaintiff has failed to assert any cause of action against Nicole Bartee that does not fail as a matter of law.

11. Plaintiff has failed to assert any viable claims against Nicole Bartee and therefore no actual controversy exists between Plaintiff and Nicole Bartee. Accordingly, Nicole Bartee is entitled to an order dismissing all of Plaintiff’s claims against her.

III.
CONCLUSION

12. Plaintiff's allegations do not give rise to any plausible cause of action against Nicole Bartee. Even if all facts alleged by Plaintiff are assumed true, Nicole Bartee is protected under the umbrella of attorney immunity. As such, Plaintiff's claims against Nicole Bartee should be dismissed with prejudice pursuant to Rule 12(b)(6).

PRAYER

Pursuant the reasons set out herein, Nicole Bartee respectfully request that the Court dismiss Plaintiff's Complaint against her for failure to state a claim upon which relief can be granted and further request that the Court grant her any and all additional relief, whether at law or in equity, to which she may be justly entitled.

CODILIS & STAWIARSKI, P.C.

/s/ Lisa L. Cockrell
Lisa L. Cockrell
State Bar No. 24036379
400 N. Sam Houston Parkway, Suite 900A
Houston, Texas 77060
Tel: (281) 925-5200
Fax: (281) 925-5300
Lisa.Cockrell@tx.cslegal.com

ATTORNEYS FOR NICOLE BARTEE

CERTIFICATE OF SERVICE

I hereby certify that on the ^{17th} day of February 2019, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF filing system, and will send a true and correct copy to the following:

Varnel Diggs
17111 Copperhead Dr.
Round Rock, Texas 78664
Pro Se

S. David Smith
Bradley
600 Travis Street
Suite 4800
Houston, Texas 77002
(713) 526-6307
(713) 576-0301 (Facsimile)
sdsmith@bradley.com

/s/ Lisa L. Cockrell

Lisa L. Cockrell

FILED

Document 13, pg. 1/3
RECEIVED

FEB 21 2019

Claim No. 1:18cv974/Yeakel, DEA

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY J DEPUTY CLERK

FEB 21 2019

In Diggs Superior Court

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY J DEPUTY CLERK

AT THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

Varnel Diggs – sui juris

Claimant in law

IN RE: Original writ:

DITECH FINANCIAL, LLC,
and NICOLE BARTEE,

Wrong-doers

DEFENDANT’S MOTION TO DISMISS, IS TO BE ABATED

IN RE; Original writ, Private-person, Varnel Diggs, hereinafter claimant, files his abatement of defendant’s motion to dismiss, as follow;

INTRODUCTION

Claimant received a notice Aug. 02, 2018 from wrong-doer, Ditech fourteen (14) months after the statute of limitation to the alleged loan. **Ex. B-7, Pg. 10.** The SOL began to accrued Jun. 6, 2013 expired Jun. 6, 2017, in Aug. of 2018 is when wrong-doer Ditech sent notice of default. **Doc. 1, Ex. B-7, p. 10.** Claimant then sent a N and D letter for it to show standing to defend their void lien on property, sent Aug. 13, 2018 with a thirty(30) day expiration. **Ex. B- 8, Pg. 11.** Wrong-doer, Ditech answered the Notice and Demand letter by sending three(3) notices, but none justified standing to enforce this

void lien. **Ex. B-9, Pg. 12.**

Wrong-doer Nicole then sent a notice to institute a foreclosure proceeding, notice received Sept. 12, 2018. **Ex. B-10, Pg. 13.** Claimant then sent a second N and D letter to Ditech's representative Bartee Sept. 18, 2018 explaining the laws, statutes and codes governing Tx. Foreclosures, with homeowner documents attached, and Release of lien form to be completed and returned to claimant, with twenty(21) day expiration. **Ex. B-11, Pg. 14.** Tortfeasor-Bartee did not respond to notice after receiving it Sept. 20, 2018.

Wherefore, a notice of default followed Oct. 16, 2018 explaining the consequences of defaulting, and an additional release of lien form, allowing an additional seven(7) days to settle this matter out of court. **Ex. B-12, Pg. 15.** received Oct. 19, 2018. Tortfeasor-Bartee then sent a Notice of acceleration to claimant Oct. 26, 2018 totally disregarding the law. **Ex. B-13, Pg. 16.** Claimant responded with a Notice of Abatement, due to her failure to reply to the N and D letter. **Ex. B-14, Pg. 17.**

THE COURT CONCLUDES

Courts have confirmed that for damages to be awarded for harm suffered, the harm must have been reasonably foreseeable. Wherefore, wrong-doer Nicole has taken no action to prevent her client from doing further harm to a man after this matter has been brought to her attention. She has continued to move forward on this matter without any regards to claimants allegations. Ms. Bartee, has not taken any action to rectify this matter out-side of court, instead, claimant had to file an action to get her

attention, therefor, wrong-doer Nicole is liable for the \$400.00 claimant paid to filed the common lore writ. Wrong-doer Ditech is to be held responsible for punitive damages of \$10,000 for this intentional act of, Negligence Per se. Wrong-doer Nicole had the responsibility to inform her client that they are breaking a tort law when claimant brought it to their attention. **Doc. 1, Ex. B-8, p. 11, also doc. 1, Ex. B-11, p. 14.**

She and her client was well aware of the law by notices sent during the administrative process which she defaulted and is now liable for not settling this matter out of court. She has a persuasive argument, but her issue is not properly before a court of record. The Supreme Court took a narrower approach to the so called fraud exception holding that an attorney's knowing commission of a fraudulent act "outside the scope of his legal representation of his client is actionable." *Cantey Hanger LLC.*, 2015 Tex. Lexi 619, *10, *citing, Dixon Fin. Servs. Ltd. v. Greenberg, Peden, Siegmyer & Oshman P.C.*, 2008 Tex. App. LEXIS 2064, 2008 WL 76548, at *8.

This claim is outside the court's jurisdiction to rule on, Although, this is a verifiable claim which can be testified to as a warm blooded living woman, It's in the wrong court, and is to be abated. The Ministerial officers of the court have left the bench, and is now in dishonor. This Case Is CLOSED, The Ruling Is FINAL. Wrong-doer Nicole's remedy is at the mercy of Ditech Financial Service, LLC, or the appeal process, in a superior court of record, the 'Texas Supreme Court'. Notice to Appeal, is to be filed not later than thirty (30) days, the appeal brief is to be filed thirty (30) days thereafter, a total of sixty (60) days, any new issues will be objected to, followed by

sanctions, contempt, and attorney disciplinary proceedings if necessary.

VERIFIED

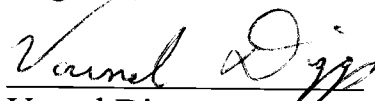
Varnel Diggs, being of age, by oath declare under penalty of perjury that the above and foregoing factual claim, and the pleadings of the documents attached as exhibits, made herein, are true, correct and accurate to the best of my personal knowledge and/or belief, and not an assumption. Claimant is competent to testify as claimant in law, to the matters herein.

 -Sui juris.
N/A

SERVICE

I hereby certify that on this the 19th day of Feb. 2019, claimant declare that a true and correct copy of his , was served by certified U.S. Mail to Ditech Financial, LLC, Representative Nicole Bartee, Law Offices of Codilis & Stawiarski, PC 400 N. Sam Houston Pkwy. E. Ste. 900A Houston, TX 77060.

Regards,


Varnel Diggs

17111 Copperhead Dr.
Round Rock, TX 78664

Document 11, pg. 1/4

Claim No. 1:18cv974

In Diggs Superior Court
AT THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

Varnel Diggs – sui juris

Claimant in law

IN RE: Original writ:

Judge David, and Judge Lee

Wrong-doers

OPINION, AND ORDER OF THE COURT

IN RE; Original writ, One of the People, Private-person, Varnel Diggs, hereinafter claimant, files the Opinion and Order Of The Court; Due to Respondents Gross Negligence Of Duty.

DECLARATION OF RIGHTS

Amendment # 2- All political power is inherent in the People, and all free governments are founded on their authority, and instituted for their benefit; and they have at all times an inalienable right to alter their government in such manner as they may think proper. "Where rights as secured by the Constitution are involved, there can be no rule making or legislation which will abrogate them." *Miranda v. Ariz.*, 384 U.S. 436 at 491 (1966).

OPINION

Respondents ministerial duty is to decide matters assigned to them by a Court of record, and abuses its discretion by refusing to perform as directed by the court to purely legal laws and fact issues raised, giving authority to have it done, as in a writ of

mandamus or certiorari, or as in an "original writ" for instituting an action at common

law. See **Doc. 1, judicial notice, Ex. A-3, p. 5, doc. 2, p. 2, doc. 7, p. 3**. Regardless of all claimant affords to compel Respondents to comply to a legal process, his affords has been of no avail when dealing with judges of bad ethics.

Respondents have been well informed of these violations, and youse display of lawlessness is on the record in documents # **2, 5, 6, 7, 10** and **11**. Claimant has made good faith attempts to settle this matter, see **doc. 10**. The wrong-doers had plenty of opportunities to foreclose but they slept on those rights and now they seek the shelter of Respondents to assist them in breaking the law as if Respondents duty is to the banks and not the People. The bank lack standing to be heard, Respondents are not parties in interest to delay or obstruct the original writ from moving forward, but continue to neglect their lawful duty to unlawfully interfere with due process of an action in law.

Apparently, Respondents has abandoned ship to flee the battlefield, they have lost standing in honor and are now in-contempt of Court for disobeying lawful writs, (original writ, and writ of mandate). This gross negligence of duty, failing to protect one of the People from trespassers that break their own statutory laws, as well as violate claimant's natural, and constitutionally protected right to enjoy his property free of unlawful encroachment of his title. Therefor, a claim of gross negligence has been filed with the S. C. J. C. to confirm violations of claimants rights. (**Ex. A**).

Respondents has disqualified themselves to attest to the original writ by their acts of injustice, or incompetence and their choice to remain in dishonor as if they never

Claimant is entitled to a remedy at law, this “inadequacy” of a remedy at law leads claimant to seek relief, “Sui juris”. The record of the Court is complete, the laws and facts of the ‘Action On The Case” in the original writ is confirmed by the court and established to be the laws of Texas pertaining to notices and foreclosures.

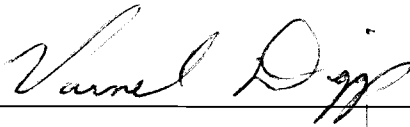
ORDER

It is of the Court’s decision to bring this case to rest and grant Claim No. 1:18cv974, EXECUTION OF INSTRUMENT, resting in favor of claimant-Varnel Diggs. It Is So Decreed by the power vested in the People, pursuant to the Constitution of the Republic of Texas (1836), *DECLARATION OF RIGHTS*.

This decision is appeal-able in an Appellate Court Of Record, within thirty (30) days, by filing a non-frivolous verifiable claim disputing the facts and laws pertaining to the Original writ by the Real Parties In Interest, any claim not addressing the contents in the original writ will be abated. *Lambda Constr. Co. v. Chamberlin Waterproofing & Roofing Sys., Inc.*, 784 S.W.2d 122, 125 (Tex. App.—Austin 1990, writ denied). **Doc. 12.**

VERIFIED


Private-person; Varnel Diggs, being of age, by oath declare under penalty of perjury that the above and foregoing factual claim, and the pleadings of the documents attached as exhibits, made herein, are true, correct and accurate to the best of my personal knowledge and/or belief, and not an assumption. Claimant is competent to testify as claimant in law, to the matters herein.


_____-Sui juris.

SERVICE

I hereby certify that on this the 19th day of Feb. 2019, claimant declare that a true and correct copy of his, "Opinion, And Order Of The Court" served by certified U.S. Mail to Ditech Financial Service, LLC representative Nicole Bartee, law office of Codilis & Stawiarski, PC, 400 N. Sam Houston Parkway E. Suite 900-A Houston, Texas 77060.

Regards,



Varnel Diggs
17111 Copperhead Dr.
Round Rock, TX 78664

Document 12, pg. 1 of 2

Claim No. 1:18cv974

In Diggs Superior Court
AT THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

Varnel Diggs,

Claimant in Law

Common Law Writ:

DITECH FINANCIAL, LLC,
and NICOLE BARTEE

Wrong-doers

EXECUTION OF INSTRUMENT

It is hereby verified that on this day the Court came to consider as follow:

Ditech Financial Service, LLC, and their representative Nicole Bartee, has confirmed by tacit agreement, that Negligence Per se, is the law of the case. The wrong-doers Ditech, and Nicole has waived there right to answer a tort claim-Negligence Per se, by acquiescing the administrative process. They have tacitly agreed that the statute of limitation has run on this alleged loan, that the lien is invalid and unenforceable, and that claimant has superior title to property. Claimant has decreed the facts and laws of this case with a completed record to satisfy “Findings and Conclusions of law”, with nothing left to a judge’s discretion. After reviewing the original writ, the record clearly and

directly set out the facts that entitle claimant to relief. By serving the ministerial officer of the court with an "Action on the case", it is of the Court's decision to grant "Execution of instrument" in favor of claimant-Varnel Diggs. Claimant has decreed the law of this suit at law in the capacity of his own judicial authority, as (sovereign) One of the People of the Republic of Texas. Ditech is charged with trespassing title with an invalid and unenforceable lien.

- 1) Trespass to try title/Quiet title, Granted
- 2) \$10,000.00 punitive damages, Granted
- 3) \$ 400.00 in Court fees, Granted

IT IS SO DECREED, Signed this 13th day of Feb, 2018

Varnel Diggs, Claimant in law

In the STATE OF TEXAS COUNTY OF TRAVIS, Before me, the undersigned Notary Public in and for the County and State, on this day personally appeared, Varnel Diggs, who being by me duly sworn, did each depose and say: Affiant is the sole owner of property located at 17111 Copperhead Dr. Round Rock, Texas 78664, and Everything said is true to the best of my knowledge.

Varnel Lee Diggs SWORN TO AND SUBSCRIBED BEFORE ME, this
the 13th day of February, 2019.

D.M. Goswami Notary Public In and for the State of Texas

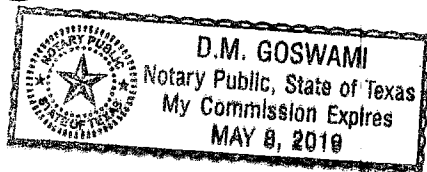


EXHIBIT A

COMPLAINT OF VIOLATIONS TO; STATE COMMISSION ON JUDICIAL CONDUCT

Mailed 19th February 2019

Varnel Diggs
17111 Copperhead Dr.
Round Rock, TX 78664

St. Comm. On Jud. Cond.
300 West 15th Street
Austin, Texas 7870

COMPLAINT

IN RE; Complaint of Judicial Misconduct of gross negligence of duty, against District Senior Judge David A. Ezra, and Judge Lee Yeakel, of the U. S. District Court, Austin Texas, hereinafter Respondents. Negligence of duty as follow:

JURISDICTION

ARTICLE V, §1-a(6)A: Any Justice or Judge of the courts established by this Constitution or created by the Legislature as provided in Section 1, Article V, of this Constitution, may, subject to the other provisions hereof, be removed from office for willful or persistent violation of rules promulgated by the Supreme Court of Texas, incompetence in performing the duties of the office, willful violation of the Code of Judicial Conduct, or willful or persistent conduct that is clearly inconsistent with the proper performance of his duties or casts public discredit upon the judiciary or administration of justice.

STANDARD OF CONDUCT

Canon 2, to act in a manner that promotes public confidence in the integrity and impartiality of the judiciary applies to all the judge's activities, including the discharge of the judge's adjudicative and administrative responsibilities. The duty to be respectful includes the responsibility to avoid comment or behavior that could reasonably be interpreted as harassment, prejudice or bias. In re *Sharp*, 480 S.W.3d 829, 833 (Tex. Spec. Ct. Rev. 2013).

INTRODUCTION

Respondents committed, Gross Negligence, by refusing to perform their duty to grant "Execution of instrument" when the record is shown to be complete, leaving

nothing for a judge's discretion. Respondent did not respond to a motion from the court to act, instead, they acquiesced the judicial process to obstruct the process of justice. Allowing the wrong-doers to cause additional harm to claimant. **Doc. # 7.**

Respondents has grossly neglected a lawful action. They have seized claimants property, the (original writ), and refuse to give any consideration or a lawful reason for their actions. Criminal behavior is below the standards of their oath of office, therefore, they are operating out-side of their constitutional boundaries into their private-capacity. Respondents do not respect the fact that We the People put them in authority and can strip them of that authority when it's abused. The citizens are subjects of the government, and are unfortunately, abused by their power, the government is subject to the People, who weed out bad behavior from government officials. The writ was to be attested to if not rejected by the ministerial officer, if a valid lawful reason existed, none existed. Claimant is owed a certain "duty of care" and that "duty of care" was "breached." This "breach" "factually caused" claimant to suffer harm. Due to Respondents standing in silence they have blocked the process of law and shall now assumed additional liability of harm to claimant.

Claimant is maintaining the property to the best of his ability. He has avoided putting any excessive mounts of money into a home he can not enjoy due to the cloud on title. The wrong-doers had plenty of opportunities to foreclose but they slept on those rights and now they seek the shelter of Respondents to assist them in breaking the law as if Respondents duty is to the banks and not the People. The bank lack standing to be

heard, Respondents are not parties in interest to delay, but continue to neglect their lawful duty to interfere and delay a lawful process.

BACK GROUND

After twenty one (21) days of filing the original writ Nov. 13, 2018, and no response from Respondent Lee. See **doc # 1**, claimant then filed ‘Court motion judge to comply’ on the 12th of Dec. 2018, still no response. See **doc. # 2**. Claimant received a reply from Respondent David, on Dec. 18th and 19th, 2018 giving orders that did not address the Original writ, instead, Respondent David, issued orders referring all future filings direct to him. See **doc. # 4**. His other order injects a presumption, asserting the Court’s motion to comply, to be a motion to disqualify. See **doc. # 5**. Claimant moved to abate his orders, due to cosmetic defects, issuing orders from a foreign jurisdiction, and not addressing the Original writ. See **doc. # 6**.

Claimant filed an Action for Writ of Mandate on Jan. 9th 2019. The writ directed Respondent David to correct this wrong by requiring Respondent Lee to comply to the Original writ within fourteen(14) days, Respondent David, did not respond to this lawful action. See **doc. # 7**. Claimant then made a good faith attempt to settle this matter, still no response. See **doc. # 10**. Respondents refuse to give any consideration to the original writ, or their lawful duties to protect one of the People of the Republic of Texas.

CONCLUSION

Respondents unethical behavior is not to be tolerated from any government officials, when foreseeable harm is brought to Respondents attention and they allow the

harm to continue with no relief in sight of a remedy, is unjust. This unfair treatment of a lawful process is a violation of claimant's due process of law. Respondents display of corruption and disrespect of their oath of office is appalling and shall be investigated by S. C. J. C. Therefore, claimant filed leave of Court to validate the following violations of his rights. See **doc. # 11**.

VIOLATIONS OF RIGHTS AS FOLLOW:

1. CANON 2;

Canon 2. A judge shall comply with the law to act in a manner that promotes public confidence in the integrity and impartiality of the judiciary applies to all the judge's activities, including the discharge of the judge's adjudicative and administrative responsibilities. The duty to be respectful includes the responsibility to avoid comment or behavior that could reasonably be interpreted as harassment, prejudice or bias.

2. Canon 3 C (1);

A judge should diligently and promptly discharge the judge's administrative responsibilities without bias or prejudice and maintain professional competence in judicial administration, and should cooperate with other judges and court officials in the administration of court business.

3. Canon 3 C (2);

A judge should require staff, court officials and others subject to the judge's direction and control to observe the standards of fidelity and diligence that apply to the judge and to refrain from manifesting bias or prejudice in the performance of their official duties. A judge with supervisory authority for the judicial performance of other judges should take reasonable measures to assure the prompt disposition of matters before them and the proper performance of their other judicial responsibilities.

5. Canon 3 (5);

A judge shall not fail to comply with Rule 12 of the Rules of Judicial Administration, knowing that the failure to comply is in violation of the rule.

6. Canon 3 (D) (1);

Disciplinary Responsibilities. A judge who receives information clearly establishing that another judge has committed a violation of this Code should take appropriate action. A judge having knowledge that another judge has committed a violation of this Code

that raises a substantial question as to the other judge's fitness for office shall inform the State Commission on Judicial Conduct or take other appropriate action.

7. Fourteenth Amendment, Equal Protection Clause;

This so-called Reconstruction Amendment prohibited the states from depriving any person of "life, liberty, or property, without due process of law" and from denying anyone within a state's jurisdiction equal protection under the law. See *Brown v. Board of Education* (1954).

8. Title 18, U.S.C., Section 241;

Conspiracy Against Rights; If two or more person conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section. See *United States v. Price*, 383 U.S. 787 (1966).

9. 42 U. S. C. 1983;

Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United State or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress. Section 1983, is focused on violations of existing rights, such as tort laws. Violations of rights such as due process is a common example. See *Groman v. Township of Manalapan*, 47 F.3d 628, 633 (3d Cir. 1995).

10. Title 42 USC; 1986;

Every person who, having knowledge that any of the wrongs conspired to be done, are about to be committed, and having power to prevent or aid in preventing the commission of the same, neglects or refuses to do so, if such wrongful act be committed, shall be liable to the party injured, or his legal representatives, for all damages caused by such wrongful act, which such person by reasonable diligence could have prevented; and such damages may be recovered in an action on the case; wherein a person having "*knowledge of the law*", "*the power to stop a wrong*" and the "*duty to prevent a wrong from being done*" is liable for any failure to act. (Doc. 6, p. 2, doc. 7, p. 5).

11. Texas Penal Code 39.03(a)(2). (Official oppression).

A public servant acting under color of his office or employment commits an offense if he: intentionally denies or impedes another in the exercise or enjoyment of any right,

privilege, power, or immunity, knowing his conduct is unlawful. A person is guilty of official oppression if, being a public servant and acting with the intention to benefit himself or another or to harm another, he knowingly commits an unauthorized act which purports to be an act of his office, or knowingly refrains from performing a duty imposed on him by law or clearly inherent in the nature of his office. *Richard Joseph Deaguero v. Comm'n for Lawyer Discipline*. also *Texas Commission on Judicial Conduct has suspended Williamson County Judge Dan Gattis*.

PRAYER

Claimant seek disciplinary actions of permanent disability status, pursuant to the Rules for Judicial-Conduct and Judicial-Disability Proceedings Rule 20(b)(1)(B). If Respondents do not obtain the status of permanent or partial disability, then claimant seek disciplinary actions that will provide a continued education in the fields of; (1) The right of the People, to open a Court of Record, (2) in a Federal public building, under common lore jurisdiction, by filing an (3) Original writ.

17111 Copperhead Dr.
Round Rock, Texas
78664

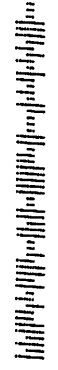


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SCREENED
FEB 21 2019



IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

VARNEL DIGGS,

Plaintiff,

v.

DITECH FINANCIAL, LLC and
NICOLE BARTEE,

Defendants.

§
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§
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§
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§
§
§
§
§

CASE NO. 1:18-cv-00974-LY

NOTICE OF BANKRUPTCY FILING AND IMPOSITION OF AUTOMATIC STAY

PLEASE TAKE NOTICE that on February 11, 2019, (the “**Commencement Date**”), Ditech Holding Corporation (f/k/a Walter Investment Management Corp.) and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), each commenced a voluntary case (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code (11 U.S.C. § 101 *et seq.*) (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). The Chapter 11 Cases are being jointly administered under Case No. 19-10412 (JLG). A copy of the applicable Debtor’s chapter 11 petition is attached hereto as **Exhibit A**.

PLEASE BE ADVISED that pursuant to section 362(a) of the Bankruptcy Code (the “**Automatic Stay**”), the filing of a bankruptcy petition “operates as a stay, applicable to all entities,” of, among other things “the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under [the Bankruptcy Code], or to recover a claim against the debtor that arose before the commencement

of the [bankruptcy] case” and “any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate.” 11 U.S.C. § 362(a)(1), (3).

PLEASE BE FURTHER ADVISED that on February 13, 2019, upon the Debtors’ motion, the Bankruptcy Court entered an order granting, among other things, the Debtors’ motion for limited relief from the automatic stay to permit non-Debtor parties to assert and prosecute claims, cross-claims, third-party claims and counter-claims and raise certain defenses on a limited basis as described in the order (the “**Limited Stay Modification Order**”). Paragraphs 14-20 of the Limited Stay Modification Order identify the categories of defenses, claims and counter-claims for which the automatic stay has been lifted (the “**Permitted Claims**”). A copy of the Limited Stay Modification Order is attached hereto as **Exhibit B**.

PLEASE BE FURTHER ADVISED that to the extent that defenses, claims and counter-claims do not constitute Permitted Claims, they are subject to the automatic stay and the continued prosecution of those claims is prohibited.

PLEASE BE FURTHER ADVISED that Ditech’s position is that in this matter, Plaintiff’s claims for breach of contract, injunctive relief and/or wrongful foreclosure (to the extent pleaded) are Permitted Claims and may proceed to the extent they do not have an adverse effect on any of the Debtors’ assets. The remainder of Plaintiff’s claims for monetary damages do **not** constitute Permitted Claims, they remain subject to the automatic stay and the continued prosecution of these claims is prohibited. In addition, future claims, counter-claims, or defenses may be subject to the automatic stay.

PLEASE BE FURTHER ADVISED that any action taken by the Plaintiff or any other party against the Debtor without obtaining relief from the Bankruptcy Court from the automatic

stay may be void *ab initio* and may result in a finding of contempt by the Bankruptcy Court against Plaintiff or such other party. The Debtor reserves and retains all rights to seek relief in Bankruptcy Court from any action, judgment, order, or ruling entered in violation of the automatic stay.

PLEASE BE FURTHER ADVISED that pursuant to paragraph 16, 17(h), and 20 of the Limited Stay Modification Order, any dispute regarding the extent, application and/or effect of the automatic stay under the Limited Stay Modification Order must be heard and determined in the Bankruptcy Court, jointly administered under Case No. 19-10412, and such other and further orders as may be entered by the Bankruptcy Court.

Respectfully submitted,

Bradley

By: /s/ S. David Smith

S. David Smith

Texas Bar No. 18682550

Fed. I.D. No. 14233

sdsmith@bradley.com

BRADLEY ARANT BOULT CUMMINGS LLP

600 Travis Street, Suite 4800

Houston, Texas 77002

(713) 576-0300 Telephone

(713) 576-0301 Facsimile

ATTORNEYS FOR DITECH

OF COUNSEL:

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Fed. I.D. No. 2255351
sdsmith@bradley.com

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600 Travis Street, Suite 4800
Houston, Texas 77002
(713) 576-0300 Telephone
(713) 576-0301 Facsimile
mgutierrez@bradley.com

CERTIFICATE OF SERVICE

I certify that on this 12th day of March, 2019, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system which will send notice of electronic filing to the following counsel of record:

Via Regular Mail and CMRRR

Varnel Diggs
17111 Copperhead Dr.
Round Rock, Texas 78664
Plaintiff, pro se

/s/ S. David Smith

S. David Smith

EXHIBIT A

Chapter 11 Petition

Fill in this information to identify the case

United States Bankruptcy Court for the:

Southern District of New York
(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/16

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Ditech Financial LLC

2. All other names debtor used in the last 8 years Green Tree Servicing LLC
Ditech

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 41-1795868

4. Debtor's address

Principal place of business	Mailing address, if different from principal place of business
------------------------------------	---

1100 Virginia Drive
Number Street

Suite 100A

Fort Washington Pennsylvania 19034
City State ZIP Code

Montgomery County
County

3000 Bayport Drive, Suite 985
Number Street

P.O. Box

Tampa Florida 33607
City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. Debtor's website (URL) www.ditech.com

6. Type of debtor

Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

Partnership (excluding LLP)

Other. Specify: _____

7. Describe debtor's business

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply:

- Tax- entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

5222

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- Chapter 7
- Chapter 9
- Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

No

- Yes District _____ When _____ Case number _____
MM/ DD/ YYYY
- District _____ When _____ Case number _____
MM / DD/ YYYY

If more than 2 cases, attach a separate list.

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

No

- Yes Debtor See attached Schedule 1 Relationship _____
- District Southern District of New York When February 11, 2019
- Case number, if known _____ MM / DD/ YYYY

List all cases. If more than 1, attach a separate list.

11. Why is the case filed in this district?

Check all that apply:

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- No
- Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property?

Number	Street
City	State
	ZIP Code

Is the property insured?

- No
- Yes. Insurance agency _____
Contact Name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

- | | | |
|----------------------------------|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input checked="" type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated assets (on a consolidated basis)

- | | | |
|--|--|---|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input checked="" type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities (on a consolidated basis)

- | | | |
|--|--|---|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input checked="" type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
- I have been authorized to file this petition on behalf of the debtor.
- I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 11, 2019
MM/ DD /YYYY

x /s/ Kimberly Perez Kimberly Perez
Signature of authorized representative of debtor Printed name

Senior Vice President and Chief Accounting Officer
Title

18. Signature of attorney

x /s/ Ray C. Schrock, P.C. Date February 11, 2019
Signature of attorney for debtor MM / DD / YYYY

Ray C. Schrock, P.C.
Printed Name

Weil, Gotshal & Manges LLP
Firm Name

767 Fifth Avenue
Number Street

New York New York 10153
City State ZIP Code

(212) 310-8000 ray.schrock@weil.com
Contact phone Email address

4860631 New York
Bar Number State

Schedule 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the affiliated entities listed below, including the debtor in this chapter 11 case, filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”). A motion will be filed with the Court requesting that the chapter 11 cases of the entities listed below be consolidated for procedural purposes only and jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

COMPANY	CASE NUMBER	DATE FILED	DISTRICT	JUDGE
Green Tree Credit LLC	19-____()	February 11, 2019	S.D.N.Y.	Pending
Ditech Holding Corporation	19-____()	February 11, 2019	S.D.N.Y.	Pending
DF Insurance Agency LLC	19-____()	February 11, 2019	S.D.N.Y.	Pending
Ditech Financial LLC	19-____()	February 11, 2019	S.D.N.Y.	Pending
Green Tree Credit Solutions LLC	19-____()	February 11, 2019	S.D.N.Y.	Pending
Green Tree Insurance Agency of Nevada, Inc.	19-____()	February 11, 2019	S.D.N.Y.	Pending
Green Tree Investment Holdings III LLC	19-____()	February 11, 2019	S.D.N.Y.	Pending
Green Tree Servicing Corp.	19-____()	February 11, 2019	S.D.N.Y.	Pending
Marix Servicing LLC	19-____()	February 11, 2019	S.D.N.Y.	Pending
Mortgage Asset Systems, LLC	19-____()	February 11, 2019	S.D.N.Y.	Pending
REO Management Solutions, LLC	19-____()	February 11, 2019	S.D.N.Y.	Pending
Reverse Mortgage Solutions, Inc.	19-____()	February 11, 2019	S.D.N.Y.	Pending
Walter Management Holding Company LLC	19-____()	February 11, 2019	S.D.N.Y.	Pending
Walter Reverse Acquisition LLC	19-____()	February 11, 2019	S.D.N.Y.	Pending

Exhibit A

Resolutions of the Board of Directors

**RESOLUTIONS OF THE
THE BOARD OF DIRECTORS OF
DITECH HOLDING CORPORATION**

February 10, 2019

WHEREAS, Ditech Holding Corporation (the “Company”), with the assistance of financial and legal advisors, has been conducting a review of strategic alternatives, including the potential sale of the Company, a sale of all or a portion of the Company’s assets, and/or a recapitalization of the Company;

WHEREAS, the Board of Directors (the “Board”) of the Company previously established a special committee of the Board composed of independent and disinterested directors (the “Special Committee”) to assist management of the Company in evaluating, exploring and negotiating strategic alternatives, and recommending to the Board whether to approve any such potential transaction;

WHEREAS, upon recommendation of the Special Committee, the Board previously approved the form, terms and provisions of, and the execution, delivery, and performance of, and, on February 8, 2019, the Company entered into, the restructuring support agreement (the “RSA”) with an ad hoc group of lenders (the “Term Loan Lenders”) holding more than 75% of the aggregate total principal amount of the Company’s senior secured first lien term loan, borrowed pursuant to the Second Amended and Restated Credit Agreement, dated as of February 9, 2018 (as amended, supplemented or otherwise modified, the “Credit Agreement”) establishing the Term Loan Lenders’ support for a prearranged chapter 11 plan of reorganization;

WHEREAS, upon recommendation of the Special Committee, the Board previously approved, and on February 8, 2019, the Company entered into, the Commitment Letter (the “Commitment Letter”), by and among the Company as Guarantor, its wholly-owned direct subsidiaries Reverse Mortgage Solutions, Inc. (“RMS”) and Ditech Financial LLC (“Ditech”) as Sellers, Barclays Bank PLC (“Barclays”) as Administrative Agent and as Buyer and Nomura Corporate Funding Americas, LLC (“Nomura”) as Buyer (together with Barclays in its capacity as Buyer, the “Buyers”), pursuant to which the Buyers committed to provide new debtor-in-possession financing in an amount of up to \$1.9 billion on terms and subject to conditions set forth in the Commitment Letter and the term sheet attached thereto;

WHEREAS, the Board has met on various occasions to review and has had the opportunity to ask questions about the materials presented by the management and the legal and financial advisors of the Company regarding the liabilities and liquidity of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company’s business; and

WHEREAS, in connection therewith, the Board desires to approve the following resolutions.

NOW, THEREFORE, BE IT HEREBY

Commencement of Chapter 11 Cases

RESOLVED, that, upon recommendation of the Special Committee, the Board has determined, after consultation with the management and the legal and financial advisors of the Company, that it is desirable and in the best interests of the Company, its creditors, and other parties in interest to approve and authorize the filing of petitions by the Company and certain of its subsidiaries, including RMS and Ditech, seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that upon recommendation of the Special Committee, the Board has determined, after consultation with the management and the legal and financial advisors of the Company, that it is desirable and in the best interests of the Company, its creditors, and other parties in interest that the Company and its advisors prepare, finalize and file, as appropriate, the prearranged chapter 11 plan of reorganization (the “Plan”) and related disclosure statement (the “Disclosure Statement”) consistent with the terms of the RSA;

RESOLVED, that any officer of the Company (each, an “Authorized Officer”), in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed to execute and file in the name and on behalf of the Company all petitions, schedules, motions, lists, applications, pleadings, and other papers in the Bankruptcy Court, and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, investment bankers and other professionals, and to take and perform any and all further acts and deeds which such Authorized Officer deems necessary, proper, or desirable in connection with the chapter 11 cases (the “Chapter 11 Cases”), the Plan and the Disclosure Statement, including, without limitation, negotiating, executing, delivering and performing any and all documents, agreements, certificates and/or instruments in connection with the transactions and professional retentions set forth in these resolutions, with a view to the successful prosecution of the Chapter 11 Cases; and be it further

Debtor-in-Possession Financing

RESOLVED, that in connection with the Chapter 11 Cases, and as previously authorized and agreed to by Ditech and RMS in connection with the Commitment Letter, and upon recommendation of the Special Committee, it is in the best interest of the Company, Ditech, RMS, RMS REO CS, LLC (“RMS REO CS”), RMS REO BRC, LLC (“RMS REO BRC”) and RMS REO BRC II, LLC (“RMS REO BRC II”) to engage in, and the Company, Ditech, RMS, RMS REO CS, RMS REO BRC and RMS REO BRC II will obtain benefits from, the financing transactions contemplated by the agreements listed on Schedule A hereto and any and all of the other agreements, including, without limitation, any other guarantees, certificates, documents and instruments authorized, executed, delivered, reaffirmed, verified and/or filed in connection with the Debtor-in-Possession Financing (as defined below) (together with the transaction documents listed on Schedule A, collectively, the “DIP Financing Documents”), which, subject to the approval of the Bankruptcy Court, will provide the Company, Ditech, RMS and RMS REO BRC II up to \$1.9 billion in available warehouse financing, which is necessary

and appropriate for the conduct, promotion and attainment of the business of the Company and its subsidiaries, including Ditech, RMS and RMS REO BRC II (the “Debtor-in-Possession Financing”) (capitalized terms used in this section with respect to Debtor-in-Possession Financing and not otherwise defined herein shall have the meanings ascribed to such terms in the Commitment Letter or the term sheet attached thereto); and be it further

RESOLVED, that the Company’s performance of its obligations under the DIP Financing Documents, including the borrowings and guarantees contemplated thereunder, are hereby, in all respects confirmed, ratified and approved; and be it further

RESOLVED, that any Authorized Officer is hereby authorized, empowered and directed, in the name and on behalf of the Company, to cause the Company to negotiate and approve the terms, provisions of and performance of, and to prepare, execute and deliver the DIP Financing Documents, on substantially the same terms and conditions presented to the Board, in the name and on behalf of the Company under its corporate seal or otherwise, and such other documents, agreements, instruments and certificates as may be required by the Administrative Agent or required by the DIP Financing Documents; and be it further

RESOLVED, that any Authorized Officer is hereby authorized, as part of the adequate protection to be provided to the lenders and administrative agent under the Credit Agreement, to grant replacement security interests in, and replacement liens on, any and all property of the Company as collateral pursuant to the Bankruptcy Court’s orders to secure all of the obligations and liabilities of the Company thereunder, and to authorize, execute, verify, file and/or deliver to the administrative agent, on behalf of the Company, all agreements, documents and instruments required by the lenders or the administrative agent under the Credit Agreement in connection with the foregoing; and be it further

RESOLVED, that any Authorized Officer is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the DIP Financing Documents, which shall, in such Authorized Officer’s judgment, be necessary, proper or advisable to perform the Company’s obligations under or in connection with the DIP Financing Documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

RESOLVED, that any Authorized Officer is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of any of the DIP Financing Documents which shall, in such Authorized Officer’s sole judgment, be necessary, proper or advisable; and be it further

Retention of Advisors

RESOLVED, that, upon recommendation of the Special Committee, in connection with the Chapter 11 Cases, any Authorized Officer, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Company, to employ and retain all assistance by

legal counsel, accountants, financial advisors, investment bankers and other professionals, on behalf of the Company, which such Authorized Officer deems necessary, appropriate or advisable in connection with, or in furtherance of, the Chapter 11 Cases, with a view to the successful prosecution of the Chapter 11 Cases (such acts to be conclusive evidence that such Authorized Officer deemed the same to meet such standard); and be it further

RESOLVED, that the firm of Houlihan Lokey Capital, Inc., located at 10250 Constellation Blvd., 5th Floor, Los Angeles, California 90067, is hereby retained as investment banker for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the law firm of Weil, Gotshal & Manges LLP, located at 767 Fifth Avenue, New York, NY 10153, is hereby retained as counsel for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm of AlixPartners, located at 909 Third Avenue, New York, New York 10022, is hereby retained as financial advisor for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm of Epiq Corporate Restructuring, LLC, located at 777 Third Avenue, 12th Floor, New York, New York 10017, is hereby retained as claims, noticing, and solicitation agent and administrative advisor for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

Approval of Actions of Subsidiaries

RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of certain of the Company's direct and indirect subsidiaries for each such entity or entities to take any and all action, including related to the DIP Financing Documents, Debtor-in-Possession Financing and filing in the Bankruptcy Court, and to execute and deliver all documents, agreements, motions and pleadings as are necessary, proper, or desirable to enable such subsidiary to carry out the DIP Financing Documents, Debtor-in-Possession Financing and filing in the Bankruptcy Court contemplated hereby, including granting any director, officer, or other authorized representative as applicable according to local law, the authority to take action in support thereof; and be it further

General

RESOLVED, that any Authorized Officer is hereby authorized, empowered and directed, in the name and on behalf of the Company, to cause the Company to enter into, execute, deliver, certify, file and/or record, perform and approve any necessary public disclosures and filings related to, such documents, agreements, instruments, motions, affidavits, applications for approvals or rulings of governmental or regulatory authorities and certificates as may be required in connection with the Chapter 11 Cases, DIP Financing Documents and Debtor-in-Possession Financing, and to take such other actions that in the judgment of the Authorized Officer shall be or become necessary, proper or desirable in connection therewith; and be it further

RESOLVED, that any actions taken by any Authorized Officer, for or on behalf of the Company, prior to the date hereof that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof be, and they hereby are, authorized, adopted, approved, confirmed and ratified in all respects as the actions and deeds of the Company.

Schedule A

1. Master Refinancing Agreement, dated as of the Closing Date, by and among Barclays, as administrative agent for the Buyers (as defined therein) and other Secured Parties (as defined therein), Barclays and Nomura, each as a Buyer (as defined therein), Barclays Capital Inc. and Nomura Securities International, Inc., each as an MSFTA Counterparty (as defined therein), Ditech and Reverse Mortgage Solutions, Inc., each as a Seller (as defined therein) and RMS REO BRC II, LLC, as REO Subsidiary (as defined therein) (the “Omnibus Agreement”).
2. Master DIP Fee Letter, dated as of the Closing Date, among Barclays, as administrative agent, Barclays and Nomura, as Committed Buyers (as defined therein), Ditech, RMS and Ditech Holding Corporation.
3. Master DIP Guaranty, dated as of the Closing Date, made by Guarantor in favor of Barclays, as Administrative Agent, for the benefit of Buyers and the other Buyer Parties (as defined therein).
4. Margin, Setoff and Netting Agreement, dated as of the Closing Date, among Barclays, as Administrative Agent, Barclays Capital, Inc., Nomura Securities International, Inc., Nomura, Ditech, RMS, and RMS REO BRC II, LLC and acknowledged and agreed to by Ditech Holding Corporation.
5. Master Administration Agreement, dated as of the Closing Date, among Barclays, as Administrative Agent for the Buyers and other Secured Parties (as defined therein), Barclays and Nomura, each as a Buyer (as defined therein), Barclays Capital Inc. and Nomura Securities International, Inc., each as a MSFTA Counterparty (as defined therein), Ditech and RMS, each as a Seller (as defined therein), and RMS REO BRC II, LLC as REO Subsidiary (as defined therein).
6. Amended and Restated Master Repurchase Agreement, dated as of the Closing Date, by and among Barclays and Nomura, as Purchasers (as defined therein), Barclays, as Agent (as defined therein), RMS and RMS REO BRC II, LLC.
7. Amended and Restated Pricing Side Letter, dated as of the Closing Date, among Barclays, as Purchaser and Agent, Nomura, as Purchaser, RMS and RMS REO BRC II, LLC.
8. Assignment Agreement, dated as of the Closing Date, between RMS REO CS, LLC and RMS.
9. Assignment Agreement, dated as of the Closing Date, between RMS REO BRC, LLC and RMS.
10. Assignment Agreement, dated as of the Closing Date, between RMS REO BRC II, LLC and RMS.

11. Amended and Restated Custodial Agreement, dated as of the Closing Date, by and among RMS REO BRC II, LLC (the “REO Subsidiary”), RMS, Deutsche Bank National Trust Company, as custodian for Purchasers (as defined therein) and for the REO Subsidiary, Barclays and Nomura, as Purchasers (as defined therein), and Barclays, as Agent (as defined therein).
12. Amended and Restated Deposit Account Control Agreement, dated as of the Closing Date, by and among RMS, Barclays, as Agent (as defined therein), and Wells Fargo Bank, National Association.
13. Amendment No. 1 to the Limited Liability Company Agreement of RMS REO BRC II, LLC, dated as of the Closing Date, entered into by RMS, as the sole member, RMS REO BRC II, LLC, and consented to by Barclays, as Agent.
14. Indenture, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the “Agency Facility Indenture”), by and among Ditech Agency Advance Trust, as issuer (the “Agency Facility Issuer”), Wells Fargo Bank, N.A. (“Wells Fargo”), as indenture trustee (in such capacity, the “Agency Facility Indenture Trustee”), calculation agent, paying agent and securities intermediary, Ditech, as administrator (in such capacity, the “Agency Facility Administrator”) and as servicer (in such capacity, the “Agency Facility Servicer”) and Barclays, as administrative agent (in such capacity, the “Agency Facility Administrative Agent”) (successor to Credit Suisse First Boston Mortgage Capital LLC, as initial administrative agent).
15. Series 2019-VF1 Indenture Supplement to Agency Facility Indenture, dated as of the Closing Date, by and among the Agency Facility Issuer, the Agency Facility Indenture Trustee (as indenture trustee, calculation agent, paying agent and securities intermediary), the Agency Facility Administrator, the Agency Facility Servicer and the Agency Facility Administrative Agent.
16. Receivables Sale Agreement, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the “Agency Facility Receivables Sale Agreement”), by and among the Agency Facility Servicer, as servicer and as the receivables seller (in such capacity, the “Agency Facility Receivables Seller”), Ditech Agency Advance Depositor LLC, as depositor (the “Agency Facility Depositor”) and the Company, as guarantor.
17. Amendment No.1 to the Agency Facility Receivables Sale Agreement, dated as of the Closing Date, by and among the Agency Facility Servicer, the Agency Facility Receivables Seller, the Agency Facility Depositor and the Company, as guarantor.
18. Assignment of Receivables, dated as of February 9, 2018 and effective as of February 12, 2018, by and between the Agency Facility Depositor and the Agency Facility Receivables Seller.

19. Receivables Pooling Agreement, dated as of February 9, 2018 and effective as of February 12, 2018, by and between the Agency Facility Depositor and the Agency Facility Issuer.
20. Assignment of Receivables, dated as of February 9, 2018 and effective as of February 12, 2018, by and between the Agency Facility Depositor and the Agency Facility Issuer.
21. Administration Agreement, dated as of February 9, 2018 and effective as of February 12, 2018, by and between the Agency Facility Issuer and the Agency Facility Administrator.
22. Acknowledgment Agreement with Respect to Servicing Advance Receivables, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the "Agency Facility Acknowledgment Agreement"), by and among the Agency Facility Issuer, the Agency Facility Depositor, the Agency Facility Servicer, the Agency Facility Indenture Trustee, Fannie Mae and the Agency Facility Administrative Agent.
23. Amendment No. 1 to the Agency Facility Acknowledgment Agreement, dated as of April 20, 2018, by and among the Agency Facility Issuer, the Agency Facility Depositor, the Agency Facility Servicer, the Agency Facility Indenture Trustee, Fannie Mae and the Agency Facility Administrative Agent.
24. Amendment No. 2 to the Agency Facility Acknowledgment Agreement, dated as of the Closing Date, by and among the Agency Facility Issuer, the Agency Facility Depositor, the Agency Facility Servicer, the Agency Facility Indenture Trustee, Fannie Mae and the Agency Facility Administrative Agent.
25. Series 2019-VF1 Variable Funding Note Purchase Agreement, dated as of the Closing Date, (the "Agency Facility Note Purchase Agreement"), by and among Ditech, as the Agency Facility Servicer, the Agency Facility Administrator and the Agency Facility Receivables Seller, the Agency Facility Depositor, the Agency Facility Issuer, the Administrative Agent, and Barclays, as a Purchaser Agent ("Agency Facility Purchaser").
26. Ditech Agency Advance Trust Advance Receivables Backed Note, Series 2019-VF1 Note, Number 1 (the "Agency Facility Note"), dated as of the Closing Date, in the name of the Agency Facility Purchaser.
27. Amended and Restated Trust Agreement, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the "Agency Facility Trust Agreement"), by and among the Agency Facility Depositor, Wilmington Trust, National Association, as the owner trustee (in such capacity, the "Agency Facility Owner Trustee"), and the Agency Facility Administrator.
28. Amendment No.1 to the Agency Facility Trust Agreement, dated as of the Closing Date, by and among the Agency Facility Depositor, Wilmington Trust, National Association, the Agency Facility Owner Trustee and the Agency Facility Administrator.

29. Amended and Restated Limited Liability Company Agreement of the Agency Facility Depositor (the "Agency Facility Depositor LLC Agreement"), dated as of February 9, 2018 and effective as of February 12, 2018, by and among Ditech, as the sole economic member of the Agency Facility Depositor and Albert Fioravanti, as the Special Member and Independent Manager of the Agency Facility Depositor.
30. Amendment No. 1 to the Agency Facility Depositor LLC Agreement, dated as of the Closing Date, made by Ditech, as the sole economic member of the Agency Facility Depositor and consented to by Albert Fioravanti, as the Special Member and Independent Manager of the Agency Facility Depositor and Barclays, as sole noteholder.
31. Indenture, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the "PLS Facility Indenture"), by and among Ditech PLS Advance Trust II, as issuer (the "PLS Facility Issuer"), Wells Fargo Bank, as indenture trustee (in such capacity, the "PLS Facility Indenture Trustee"), calculation agent, paying agent and securities intermediary, Ditech, as administrator (in such capacity, the "PLS Facility Administrator") and as servicer (in such capacity, the "PLS Facility Servicer") and Barclays, as administrative agent (in such capacity, the "PLS Facility Administrative Agent") (successor to Credit Suisse First Boston Mortgage Capital LLC, as initial administrative agent).
32. Series 2019-VF1 Indenture Supplement to PLS Facility Indenture, dated as of the Closing Date (the "PLS Facility Indenture Supplement"), by and among the PLS Facility Issuer, the PLS Facility Indenture Trustee (as indenture trustee, calculation agent, paying agent and securities intermediary), the PLS Facility Administrator, the PLS Facility Servicer and the PLS Facility Administrative Agent.
33. Receivables Sale Agreement, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the "PLS Facility Receivables Sale Agreement"), by and among the PLS Facility Servicer, as servicer and as the receivables seller (in such capacity, the "PLS Facility Receivables Seller"), Ditech PLS Advance Depositor LLC, as depositor (the "PLS Facility Depositor") and the Company, as guarantor.
34. Amendment No.1 to the PLS Facility Receivables Sale Agreement, dated as of the Closing Date, by and among the PLS Facility Servicer, the PLS Facility Receivables Seller, the PLS Facility Depositor and the Company, as guarantor ("PLS Facility Receivables Sale Agreement Amendment").
35. Assignment of Receivables, dated as of February 9, 2018 and effective as of February 12, 2018 (the "PLS Facility Assignment of Receivables"), by and between the PLS Facility Depositor and the PLS Facility Receivables Seller.
36. Receivables Pooling Agreement, dated as of February 9, 2018 and effective as of February 12, 2018 (the "PLS Facility Receivables Pooling Agreement"), by and between the PLS Facility Depositor and PLS Facility Issuer.

37. Assignment of Receivables, dated as of February 9, 2018 and effective as of February 12, 2018 (the “Depositor PLS Facility Assignment of Receivables”), by and between the PLS Facility Depositor and the PLS Facility Issuer.
38. Administration Agreement, dated as of February 9, 2018 and effective as of February 12, 2018 (the “PLS Facility Administration Agreement”), by and between the PLS Facility Issuer and the PLS Facility Administrator.
39. Acknowledgment Agreement with Respect to Servicing Advance Receivables, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the “PLS Facility Acknowledgment Agreement”), by and among the PLS Facility Issuer, the PLS Facility Depositor, the PLS Facility Servicer, the PLS Facility Indenture Trustee, Fannie Mae and the PLS Facility Administrative Agent.
40. Series 2019-VF1 Variable Funding Note Purchase Agreement, dated as of the Closing Date, and effective as of the Effective Date (the “PLS Facility Note Purchase Agreement”), by and among Ditech, as the PLS Facility Servicer, the PLS Facility Administrator and the PLS Facility Receivables Seller, the PLS Facility Depositor, the PLS Facility Issuer, the Administrative Agent, and Barclays, as a Purchaser Agent (“PLS Facility Purchaser”).
41. Ditech PLS Advance Trust II Advance Receivables Backed Note, Series 2019 Class A-VF1 Note Number 1 (the “PLS Facility Note, Class A”), dated as of the Closing Date, in the name of the PLS Facility Purchaser.
42. Ditech PLS Advance Trust II Advance Receivables Backed Note, Series 2019 Class B-VF1 Note Number 1 (the “PLS Facility Note, Class B”), dated as of the Closing Date, in the name of the PLS Facility Purchaser.
43. Ditech PLS Advance Trust II Advance Receivables Backed Note, Series 2019 Class C-VF1 Note Number 1 (the “PLS Facility Note, Class C”), dated as of the Closing Date, in the name of the PLS Facility Purchaser.
44. Ditech PLS Advance Trust II Advance Receivables Backed Note, Series 2019 Class D-VF1 Note Number 1 (the “PLS Facility Note, Class D”), dated as of the Closing Date, in the name of the PLS Facility Purchaser.
45. Amended and Restated Trust Agreement, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the “PLS Facility Trust Agreement”), by and among the PLS Facility Depositor, Wilmington Trust, National Association, as the owner trustee (in such capacity, the “PLS Facility Owner Trustee”), and the PLS Facility Administrator.
46. Amendment No.1 to the PLS Facility Trust Agreement, dated as of the Closing Date, by and among the Agency Facility Depositor, the Agency Facility Owner Trustee and the Agency Facility Administrator.

47. Amended and Restated Limited Liability Company Agreement of the PLS Facility Depositor (the "PLS Facility Depositor LLC Agreement"), dated as of February 9, 2018 and effective as of February 12, 2018, by and among Ditech, as the sole economic member of the PLS Facility Depositor and Albert Fioravanti, as the Special Member and Independent Manager of the PLS Facility Depositor.
48. Amendment No. 1 to the PLS Facility Depositor LLC Agreement, dated as of the Closing Date, made by Ditech, as the sole economic member of the PLS Facility Depositor and consented to by Albert Fioravanti, as the Special Member and Independent Manager of the PLS Facility Depositor and Barclays, as sole noteholder.
49. Pledge Agreement, dated as of the Closing Date, made by the Ditech in favor of Barclays.
50. Master Repurchase Agreement, dated as of the Closing Date, by and among Barclays, as Administrative Agent on behalf of Buyers (as defined therein), Barclays and Nomura, as Buyers (as defined therein), other Buyers party thereto from time to time, and Ditech.
51. Pricing Side Letter, dated the Closing Date, among Barclays, as Administrative Agent for the benefit of Buyers (as defined therein), Barclays and Nomura, as Committed Buyers (as defined therein), and Ditech.
52. Power of Attorney, dated as of the Closing Date, to be entered into by Ditech.
53. Custodial and Disbursement Agreement, dated as of the Closing Date, by and among Barclays and Nomura, as Buyers (as defined therein), Ditech, Barclays, as agent of the Buyers, and Wells Fargo Bank, N.A.
54. Amended and Restated Deposit Account Control Agreement, dated as of the Closing Date, by and among Barclays, as Administrative Agent (as defined therein), Ditech and U.S. Bank National Association.
55. Second Amendment to the Master Securities Forward Transaction Agreement, dated as of the Closing Date, between Barclays Capital Inc. and Ditech.
56. Second Amendment to the Master Securities Forward Transaction Agreement, dated as of the Closing Date, between Nomura Securities International, Inc. and Ditech.

**ACTION BY
WRITTEN CONSENT OF
THE GOVERNING BODIES OF**

DF INSURANCE AGENCY LLC
DITECH FINANCIAL LLC
GREEN TREE CREDIT LLC
GREEN TREE CREDIT SOLUTIONS LLC
GREEN TREE INSURANCE AGENCY OF NEVADA, INC.
GREEN TREE INVESTMENT HOLDINGS III LLC
GREEN TREE SERVICING CORP.
MARIX SERVICING LLC
MORTGAGE ASSET SYSTEMS, LLC
REO MANAGEMENT SOLUTIONS, LLC
REVERSE MORTGAGE SOLUTIONS, INC.
WALTER MANAGEMENT HOLDING COMPANY LLC
WALTER REVERSE ACQUISITION LLC

February 10, 2019

The required members of the board of directors, the sole member, the managing member, the sole manager or the sole general partner, as the case may be (as applicable, the “Governing Body”), of each of the entities referenced above (each, a “Company” and collectively, the “Companies”), do hereby consent to, adopt, and approve, by written consent in accordance with applicable law, the following resolutions and every action effected thereby:

WHEREAS, each Company is a direct or indirect wholly-owned subsidiary of Ditech Holding Corporation (the “Parent”);

WHEREAS, Reverse Mortgage Solutions, Inc. is the sole “member” (as such term is used in the Delaware Limited Liability Company Act, 6 Del.C. § 18-101, et seq. (the “DLLC Act”)) (the “Sole Member”) of RMS REO CS, LLC, RMS REO BRC, LLC, RMS REO BRC II, LLC and RMS 2018-09, LLC (each a “Single Member LLC” and, collectively, the “Single Member LLCs”);

WHEREAS, the Board of Directors of the Parent and the Governing Body of the Company previously approved the form, terms and provisions of, and the execution, delivery, and performance of, and, on February 8, 2019, the Company entered into, the restructuring support agreement (the “RSA”) with an ad hoc group of lenders (the “Term Loan Lenders”) holding more than 75% of the aggregate total principal amount of the Parent’s senior secured first lien term loan, borrowed pursuant to the Second Amended and Restated Credit Agreement, dated as of February 9, 2018 (as amended, supplemented or otherwise modified, the “Credit Agreement”) establishing the Term Loan Lenders’ support for a prearranged chapter 11 plan of reorganization;

WHEREAS, the Board of Directors of the Parent and, if applicable, the Governing Body of the Company, previously approved, and on February 8, 2019, the Parent and the applicable Companies entered into, the Commitment Letter (the “Commitment Letter”), by and among the Parent as Guarantor, its wholly-owned direct subsidiaries Reverse Mortgage Solutions, Inc. (“RMS”) and Ditech Financial LLC (“Ditech”) as Sellers, Barclays Bank PLC (“Barclays”) as Administrative Agent

and as Buyer and Nomura Corporate Funding Americas, LLC (“Nomura”) as Buyer (together with Barclays in its capacity as Buyer, the “Buyers”), pursuant to which the Buyers committed to provide new debtor-in-possession financing in an amount of up to \$1.9 billion on terms and subject to conditions set forth in the Commitment Letter and the term sheet attached thereto;

WHEREAS, the Governing Body of the Company has reviewed and had the opportunity to ask questions about the materials attached hereto and the impact of the foregoing on the Company’s business; and

WHEREAS, the Governing Body has considered and determined that taking the applicable actions set forth below are in the best interests of the Company and, therefore, desires to approve the following resolutions.

Commencement of Chapter 11 Cases

RESOLVED, that it is desirable and in the best interests of the Company, its creditors, and other parties in interest and the Governing Body approves and authorizes the filing of petitions by the Company seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and be it further

RESOLVED, that it is desirable and in the best interests of the Company, its creditors, and other parties in interest that the Company and its advisors prepare, finalize and file, as appropriate, the prearranged chapter 11 plan of reorganization (the “Plan”) and related disclosure statement (the “Disclosure Statement”) consistent with the terms of the RSA;

RESOLVED, that any officer of the Company (each, an “Authorized Officer”), in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed to execute and file in the name and on behalf of the Company all petitions, schedules, motions, lists, applications, pleadings, and other papers in the Bankruptcy Court, and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, investment bankers and other professionals, and to take and perform any and all further acts and deeds which such Authorized Officer deems necessary, proper, or desirable in connection with the chapter 11 cases (the “Chapter 11 Cases”), the Plan and the Disclosure Statement, including, without limitation, negotiating, executing, delivering and performing any and all documents, agreements, certificates and/or instruments in connection with the transactions and professional retentions set forth in this resolution, with a view to the successful prosecution of the Chapter 11 Cases; and be it further

Retention of Advisors

RESOLVED, that in connection with the Chapter 11 Cases, any Authorized Officer, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Company, to employ and retain all assistance by legal counsel, accountants, financial advisors, investment bankers and other professionals, on behalf of the Company, which such Authorized Officer deems necessary, appropriate or advisable in connection with, or in furtherance of, the Chapter 11 Cases, with a view to the successful prosecution of the Chapter

11 Cases (such acts to be conclusive evidence that such Authorized Officer deemed the same to meet such standard); and be it further

RESOLVED, that the firm of Houlihan Lokey Capital, Inc., located at 10250 Constellation Blvd., 5th Floor, Los Angeles, California 90067, is hereby retained as investment banker for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the law firm of Weil, Gotshal & Manges LLP, located at 767 Fifth Avenue, New York, NY 10153, is hereby retained as counsel for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm of AlixPartners, located at 909 Third Avenue, New York, New York 10022, is hereby retained as financial advisor for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval, and that the Company's prior engagement of AlixPartners is hereby ratified in all respects; and be it further

RESOLVED, that the firm of Epiq Corporate Restructuring, LLC, located at 777 Third Avenue, 12th Floor, New York, New York 10017, is hereby retained as claims, noticing, and solicitation agent and administrative advisor for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

Specified Consent with Respect to Sole Member

RESOLVED, that the written consent of the Sole Member provided herein to file a petition seeking relief under the Bankruptcy Code shall, to the maximum extent permitted by law, constitute a "written consent" for purposes of §18-304 of the DLLC Act; and be it further

RESOLVED, that it is desirable and in the best interests of the Sole Member, its creditors, and other parties in interest that the Sole Member shall not cease to be a "member" (as such term is used in the DLLC Act) of any Single Member LLC as a result of the Chapter 11 Cases or upon the happening of any other event specified in §18-304 of the DLLC Act; and be it further

General

RESOLVED, that any Authorized Officer is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to cause the Company to enter into, execute, deliver, certify, file and/or record, perform, and approve any necessary public disclosures and filings related to, and such other documents, agreements, instruments and certificates as may be required by the Chapter 11 Cases or retention of advisors and to take such other actions that in the judgment of the Authorized Officer shall be or become necessary, proper or desirable in connection therewith; and be it further

RESOLVED, that any actions taken by any Authorized Officer, for or on behalf of the Company, prior to the date hereof that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof be, and they hereby are, authorized, adopted, approved, confirmed and ratified in all respects as the actions and deeds of the Company.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned, being the managing member of the entities listed under “Group 1” on Schedule I has executed this written consent as of the date first set forth above.

DITECH HOLDING CORPORATION

/s/ Kimberly Perez

Name: Kimberly Perez

Title: SVP & Chief Accounting Officer

IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of the entity listed under “Group 2” on Schedule I have executed this unanimous written consent as of the date first set forth above.

/s/ Jeffrey Baker
Jeffrey Baker

/s/ Alan Clark
Alan Clark

IN WITNESS WHEREOF, the undersigned, being the sole member of the board of directors of the entity listed under “Group 3” on Schedule I has executed this unanimous written consent as of the date first set forth above.

/s/ Laura Reichel _____
Laura Reichel

IN WITNESS WHEREOF, the undersigned, being the sole member or managing member, as applicable, of the entities listed under “Group 4” on Schedule I, has executed this written consent as of the date first set forth above.

**GREEN TREE CREDIT SOLUTIONS
LLC,**

/s/ Kimberly Perez
Name: Kimberly Perez
Title: SVP & Chief Accounting Officer

IN WITNESS WHEREOF, the undersigned, being the managing member of each entity listed under “Group 5” on Schedule I, has executed this written consent as of the date first set forth above.

**REVERSE MORTGAGE SOLUTIONS,
INC.**

/s/ Jeanetta Brown
Name: Jeanetta Brown
Title: Vice President

IN WITNESS WHEREOF, the undersigned, being the managing member of the entity listed under “Group 6” on Schedule I, has executed this written consent as of the date first set forth above.

**WALTER MANAGEMENT HOLDING
COMPANY LLC**

/s/ Kimberly Perez

Name: Kimberly Perez

Title: SVP & Chief Accounting Officer

IN WITNESS WHEREOF, the undersigned, being the managing member of the entity listed under “Group 7” on Schedule I, has executed this written consent as of the date first set forth above.

GREEN TREE SERVICING CORP.

/s/ Kimberly Perez

Name: Kimberly Perez

Title: SVP & Chief Accounting Officer

Schedule I

Group 1

Walter Reverse Acquisition LLC, a Delaware limited liability company
Green Tree Credit Solutions LLC, a Delaware limited liability company
Marix Servicing LLC, a Delaware limited liability company

Group 2

Reverse Mortgage Solutions, Inc., a Delaware corporation

Group 3

Green Tree Insurance Agency of Nevada, Inc., a Nevada corporation
Green Tree Servicing Corp., a Delaware corporation

Group 4

Walter Management Holding Company LLC, a Delaware limited liability company
DF Insurance Agency LLC, a Delaware limited liability company
Green Tree Investment Holdings III LLC, a Delaware limited liability company

Group 5

Mortgage Asset Systems, LLC, a Delaware limited liability company
REO Management Solutions, LLC, a Delaware limited liability company

Group 6

Green Tree Credit LLC, a New York limited liability company

Group 7

Ditech Financial LLC, a Delaware limited liability company

**ACTION BY
WRITTEN CONSENT OF
THE GOVERNING BODIES OF**

DITECH FINANCIAL LLC
REVERSE MORTGAGE SOLUTIONS, INC.
RMS REO CS, LLC
RMS REO BRC, LLC
RMS REO BRC II, LLC

February 10, 2019

The required members of the board of directors, the sole member, the managing member, the sole manager or the sole general partner, as the case may be (as applicable, the “Governing Body”), of each of the entities referenced above (each, a “Company” and collectively, the “Companies”), do hereby consent to, adopt, and approve, by written consent in accordance with applicable law, the following resolutions and every action effected thereby:

WHEREAS, the Company is a direct or indirect wholly-owned subsidiary of Ditech Holding Corporation (the “Parent”);

WHEREAS, the Board of Directors of the Parent and the Governing Body of each of Reverse Mortgage Solutions, Inc. (“RMS”) and Ditech Financial LLC (“Ditech”) previously approved the form, terms and provisions of, and the execution, delivery, and performance of, and, on February 8, 2019, the Parent and certain of its subsidiaries, including RMS and Ditech, entered into, the restructuring support agreement (the “RSA”) with an ad hoc group of lenders (the “Term Loan Lenders”) holding more than 75% of the aggregate total principal amount of the Parent’s senior secured first lien term loan, borrowed pursuant to the Second Amended and Restated Credit Agreement, dated as of February 9, 2018 (as amended, supplemented or otherwise modified, the “Credit Agreement”) establishing the Term Loan Lenders’ support for a prearranged chapter 11 plan of reorganization;

WHEREAS, the Board of Directors of the Parent and the Governing Body of each of RMS and Ditech previously approved, and on February 8, 2019, the Parent, RMS and Ditech entered into, the Commitment Letter (the “Commitment Letter”), by and among the Parent as Guarantor, its wholly-owned direct subsidiaries Reverse Mortgage Solutions, Inc. (“RMS”) and Ditech Financial LLC (“Ditech”) as Sellers, Barclays Bank PLC (“Barclays”) as Administrative Agent and as Buyer and Nomura Corporate Funding Americas, LLC (“Nomura”) as Buyer (together with Barclays in its capacity as Buyer, the “Buyers”), pursuant to which the Buyers committed to provide new debtor-in-possession financing in an amount of up to \$1.9 billion on terms and subject to conditions set forth in the Commitment Letter and the term sheet attached thereto;

WHEREAS, the Governing Body of the Company has reviewed and had the opportunity to ask questions about the materials attached hereto and the impact of the foregoing on the Company’s business; and

WHEREAS, the Governing Body has considered and determined that taking the applicable actions set forth below are in the best interests of the Company and, therefore, desires to approve the following resolutions.

Debtor-in-Possession Financing

RESOLVED, that as previously authorized and agreed to by Ditech and RMS in connection with the Commitment Letter, it is in the best interest of Ditech, RMS, RMS REO CS, LLC (“RMS REO CS”), RMS REO BRC, LLC (“RMS REO BRC”) and RMS REO BRC II, LLC (“RMS REO BRC II”) to engage in, and the Parent, Ditech, RMS, RMS REO CS, RMS REO BRC and RMS REO BRC II will obtain benefits from, the financing transactions contemplated by the agreements listed on Schedule A hereto and any and all of the other agreements, including, without limitation, any other guarantees, certificates, documents and instruments authorized, executed, delivered, reaffirmed, verified and/or filed in connection with the Debtor-in-Possession Financing (as defined below) (together with the transaction documents listed on Schedule A, collectively, the “DIP Financing Documents”), which, subject to the approval of the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) in connection with the chapter 11 cases of the Parent, RMS, Ditech and certain other subsidiaries of the Parent, will provide the Parent, Ditech, RMS and RMS REO BRC II up to \$1.9 billion in available warehouse financing, which is necessary and appropriate for the conduct, promotion and attainment of the business of the Parent and its subsidiaries, including Ditech, RMS and RMS REO BRC II (the “Debtor-in-Possession Financing”) (capitalized terms used in this section with respect to Debtor-in-Possession Financing and not otherwise defined herein shall have the meanings ascribed to such terms in the Commitment Letter or the term sheet attached thereto); and be it further

RESOLVED, that the Company’s performance of its obligations under the DIP Financing Documents, including the borrowings and guarantees contemplated thereunder, are hereby, in all respects confirmed, ratified and approved; and be it further

RESOLVED, that any Authorized Officer is hereby authorized, empowered and directed, in the name and on behalf of the Company, to cause the Company to negotiate and approve the terms, provisions of and performance of, and to prepare, execute and deliver the DIP Financing Documents, on substantially the same terms and conditions presented to the Company, in the name and on behalf of the Company under its corporate seal or otherwise, and such other documents, agreements, instruments and certificates as may be required by the Administrative Agent or required by the DIP Financing Documents; and be it further

RESOLVED, that any Authorized Officer is hereby authorized, as part of the adequate protection to be provided to the lenders and administrative agent under the Credit Agreement, to grant replacement security interests in, and replacement liens on, any and all property of the Company as collateral pursuant to the Bankruptcy Court’s orders to secure all of the obligations and liabilities of the Company thereunder, and to authorize, execute, verify, file and/or deliver to the administrative agent, on behalf of the Company, all agreements, documents and instruments required by the lenders or the administrative agent under the Credit Agreement in connection with the foregoing; and be it further

RESOLVED, that any Authorized Officer is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the DIP Financing Documents,

which shall, in such Authorized Officer's judgment, be necessary, proper or advisable to perform the Company's obligations under or in connection with the DIP Financing Documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

RESOLVED, that any Authorized Officer is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of any of the DIP Financing Documents which shall, in such Authorized Officer's sole judgment, be necessary, proper or advisable; and be it further

General

RESOLVED, that any Authorized Officer is hereby authorized, empowered and directed, in the name and on behalf of the Company, to cause the Company to enter into, execute, deliver, certify, file and/or record, perform and approve any necessary public disclosures and filings related to, such documents, agreements, instruments, motions, affidavits, applications for approvals or rulings of governmental or regulatory authorities and certificates as may be required in connection with the DIP Financing Documents and Debtor-in-Possession Financing, and to take such other actions that in the judgment of the Authorized Officer shall be or become necessary, proper or desirable in connection therewith; and be it further

RESOLVED, that any actions taken by any Authorized Officer, for or on behalf of the Company, prior to the date hereof that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof be, and they hereby are, authorized, adopted, approved, confirmed and ratified in all respects as the actions and deeds of the Company.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of **Reverse Mortgage Solutions, Inc.**, a Delaware corporation, have executed this unanimous written consent as of the date first set forth above.

/s/ Jeffrey Baker
Jeffrey Baker

/s/ Alan Clark
Alan Clark

IN WITNESS WHEREOF, the undersigned, being the sole member of each entity listed below, has executed this written consent as of the date first set forth above.

RMS REO CS, LLC

RMS REO BRC, LLC

RMS REO BRC II, LLC

**REVERSE MORTGAGE SOLUTIONS,
INC.**

as Member

/s/ Jeanetta Brown

Name: Jeanetta Brown

Title: Vice President

IN WITNESS WHEREOF, the undersigned, being the managing member of **Ditech Financial LLC**, a Delaware limited liability company, has executed this written consent as of the date first set forth above.

GREEN TREE SERVICING CORP.

/s/ Kimberly Perez
Name: Kimberly Perez
Title: SVP & Chief Accounting Officer

Schedule A

1. Master Refinancing Agreement, dated as of the Closing Date, by and among Barclays, as administrative agent for the Buyers (as defined therein) and other Secured Parties (as defined therein), Barclays and Nomura, each as a Buyer (as defined therein), Barclays Capital Inc. and Nomura Securities International, Inc., each as an MSFTA Counterparty (as defined therein), Ditech and Reverse Mortgage Solutions, Inc., each as a Seller (as defined therein) and RMS REO BRC II, LLC, as REO Subsidiary (as defined therein) (the “Omnibus Agreement”).
2. Master DIP Fee Letter, dated as of the Closing Date, among Barclays, as administrative agent, Barclays and Nomura, as Committed Buyers (as defined therein), Ditech, RMS and Ditech Holding Corporation.
3. Master DIP Guaranty, dated as of the Closing Date, made by Guarantor in favor of Barclays, as Administrative Agent, for the benefit of Buyers and the other Buyer Parties (as defined therein).
4. Margin, Setoff and Netting Agreement, dated as of the Closing Date, among Barclays, as Administrative Agent, Barclays Capital, Inc., Nomura Securities International, Inc., Nomura, Ditech, RMS, and RMS REO BRC II, LLC and acknowledged and agreed to by Ditech Holding Corporation.
5. Master Administration Agreement, dated as of the Closing Date, among Barclays, as Administrative Agent for the Buyers and other Secured Parties (as defined therein), Barclays and Nomura, each as a Buyer (as defined therein), Barclays Capital Inc. and Nomura Securities International, Inc., each as a MSFTA Counterparty (as defined therein), Ditech and RMS, each as a Seller (as defined therein), and RMS REO BRC II, LLC as REO Subsidiary (as defined therein).
6. Amended and Restated Master Repurchase Agreement, dated as of the Closing Date, by and among Barclays and Nomura, as Purchasers (as defined therein), Barclays, as Agent (as defined therein), RMS and RMS REO BRC II, LLC.
7. Amended and Restated Pricing Side Letter, dated as of the Closing Date, among Barclays, as Purchaser and Agent, Nomura, as Purchaser, RMS and RMS REO BRC II, LLC.
8. Assignment Agreement, dated as of the Closing Date, between RMS REO CS, LLC and RMS.
9. Assignment Agreement, dated as of the Closing Date, between RMS REO BRC, LLC and RMS.
10. Assignment Agreement, dated as of the Closing Date, between RMS REO BRC II, LLC and RMS.
11. Amended and Restated Custodial Agreement, dated as of the Closing Date, by and among RMS REO BRC II, LLC (the “REO Subsidiary”), RMS, Deutsche Bank National Trust Company, as custodian for Purchasers (as defined therein) and for the REO Subsidiary, Barclays and Nomura, as Purchasers (as defined therein), and Barclays, as Agent (as defined therein).
12. Amended and Restated Deposit Account Control Agreement, dated as of the Closing Date, by and among RMS, Barclays, as Agent (as defined therein), and Wells Fargo Bank, National Association.

13. Amendment No. 1 to the Limited Liability Company Agreement of RMS REO BRC II, LLC, dated as of the Closing Date, entered into by RMS, as the sole member, RMS REO BRC II, LLC, and consented to by Barclays, as Agent.
14. Indenture, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the “Agency Facility Indenture”), by and among Ditech Agency Advance Trust, as issuer (the “Agency Facility Issuer”), Wells Fargo Bank, N.A. (“Wells Fargo”), as indenture trustee (in such capacity, the “Agency Facility Indenture Trustee”), calculation agent, paying agent and securities intermediary, Ditech, as administrator (in such capacity, the “Agency Facility Administrator”) and as servicer (in such capacity, the “Agency Facility Servicer”) and Barclays, as administrative agent (in such capacity, the “Agency Facility Administrative Agent”) (successor to Credit Suisse First Boston Mortgage Capital LLC, as initial administrative agent).
15. Series 2019-VF1 Indenture Supplement to Agency Facility Indenture, dated as of the Closing Date, by and among the Agency Facility Issuer, the Agency Facility Indenture Trustee (as indenture trustee, calculation agent, paying agent and securities intermediary), the Agency Facility Administrator, the Agency Facility Servicer and the Agency Facility Administrative Agent.
16. Receivables Sale Agreement, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the “Agency Facility Receivables Sale Agreement”), by and among the Agency Facility Servicer, as servicer and as the receivables seller (in such capacity, the “Agency Facility Receivables Seller”), Ditech Agency Advance Depositor LLC, as depositor (the “Agency Facility Depositor”) and the Company, as guarantor.
17. Amendment No.1 to the Agency Facility Receivables Sale Agreement, dated as of the Closing Date, by and among the Agency Facility Servicer, the Agency Facility Receivables Seller, the Agency Facility Depositor and the Company, as guarantor.
18. Assignment of Receivables, dated as of February 9, 2018 and effective as of February 12, 2018, by and between the Agency Facility Depositor and the Agency Facility Receivables Seller.
19. Receivables Pooling Agreement, dated as of February 9, 2018 and effective as of February 12, 2018, by and between the Agency Facility Depositor and the Agency Facility Issuer.
20. Assignment of Receivables, dated as of February 9, 2018 and effective as of February 12, 2018, by and between the Agency Facility Depositor and the Agency Facility Issuer.
21. Administration Agreement, dated as of February 9, 2018 and effective as of February 12, 2018, by and between the Agency Facility Issuer and the Agency Facility Administrator.
22. Acknowledgment Agreement with Respect to Servicing Advance Receivables, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the “Agency Facility Acknowledgment Agreement”), by and among the Agency Facility Issuer, the Agency Facility Depositor, the Agency Facility Servicer, the Agency Facility Indenture Trustee, Fannie Mae and the Agency Facility Administrative Agent.

23. Amendment No. 1 to the Agency Facility Acknowledgment Agreement, dated as of April 20, 2018, by and among the Agency Facility Issuer, the Agency Facility Depositor, the Agency Facility Servicer, the Agency Facility Indenture Trustee, Fannie Mae and the Agency Facility Administrative Agent.
24. Amendment No. 2 to the Agency Facility Acknowledgment Agreement, dated as of the Closing Date, by and among the Agency Facility Issuer, the Agency Facility Depositor, the Agency Facility Servicer, the Agency Facility Indenture Trustee, Fannie Mae and the Agency Facility Administrative Agent.
25. Series 2019-VF1 Variable Funding Note Purchase Agreement, dated as of the Closing Date, (the “Agency Facility Note Purchase Agreement”), by and among Ditech, as the Agency Facility Servicer, the Agency Facility Administrator and the Agency Facility Receivables Seller, the Agency Facility Depositor, the Agency Facility Issuer, the Administrative Agent, and Barclays, as a Purchaser Agent (“Agency Facility Purchaser”).
26. Ditech Agency Advance Trust Advance Receivables Backed Note, Series 2019-VF1 Note, Number 1 (the “Agency Facility Note”), dated as of the Closing Date, in the name of the Agency Facility Purchaser.
27. Amended and Restated Trust Agreement, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the “Agency Facility Trust Agreement”), by and among the Agency Facility Depositor, Wilmington Trust, National Association, as the owner trustee (in such capacity, the “Agency Facility Owner Trustee”), and the Agency Facility Administrator.
28. Amendment No.1 to the Agency Facility Trust Agreement, dated as of the Closing Date, by and among the Agency Facility Depositor, Wilmington Trust, National Association, the Agency Facility Owner Trustee and the Agency Facility Administrator.
29. Amended and Restated Limited Liability Company Agreement of the Agency Facility Depositor (the “Agency Facility Depositor LLC Agreement”), dated as of February 9, 2018 and effective as of February 12, 2018, by and among Ditech, as the sole economic member of the Agency Facility Depositor and Albert Fioravanti, as the Special Member and Independent Manager of the Agency Facility Depositor.
30. Amendment No. 1 to the Agency Facility Depositor LLC Agreement, dated as of the Closing Date, made by Ditech, as the sole economic member of the Agency Facility Depositor and consented to by Albert Fioravanti, as the Special Member and Independent Manager of the Agency Facility Depositor and Barclays, as sole noteholder.
31. Indenture, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the “PLS Facility Indenture”), by and among Ditech PLS Advance Trust II, as issuer (the “PLS Facility Issuer”), Wells Fargo Bank, as indenture trustee (in such capacity, the “PLS Facility Indenture Trustee”), calculation agent, paying agent and securities intermediary, Ditech, as administrator (in such capacity, the “PLS Facility Administrator”) and as servicer (in such capacity, the “PLS Facility Servicer”) and Barclays, as administrative agent (in such capacity, the “PLS Facility Administrative Agent”) (successor to Credit Suisse First Boston Mortgage Capital LLC, as initial administrative agent).

32. Series 2019-VF1 Indenture Supplement to PLS Facility Indenture, dated as of the Closing Date (the “PLS Facility Indenture Supplement”), by and among the PLS Facility Issuer, the PLS Facility Indenture Trustee (as indenture trustee, calculation agent, paying agent and securities intermediary), the PLS Facility Administrator, the PLS Facility Servicer and the PLS Facility Administrative Agent.
33. Receivables Sale Agreement, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the “PLS Facility Receivables Sale Agreement”), by and among the PLS Facility Servicer, as servicer and as the receivables seller (in such capacity, the “PLS Facility Receivables Seller”), Ditech PLS Advance Depositor LLC, as depositor (the “PLS Facility Depositor”) and the Company, as guarantor.
34. Amendment No.1 to the PLS Facility Receivables Sale Agreement, dated as of the Closing Date, by and among the PLS Facility Servicer, the PLS Facility Receivables Seller, the PLS Facility Depositor and the Company, as guarantor (“PLS Facility Receivables Sale Agreement Amendment”).
35. Assignment of Receivables, dated as of February 9, 2018 and effective as of February 12, 2018 (the “PLS Facility Assignment of Receivables”), by and between the PLS Facility Depositor and the PLS Facility Receivables Seller.
36. Receivables Pooling Agreement, dated as of February 9, 2018 and effective as of February 12, 2018 (the “PLS Facility Receivables Pooling Agreement”), by and between the PLS Facility Depositor and PLS Facility Issuer.
37. Assignment of Receivables, dated as of February 9, 2018 and effective as of February 12, 2018 (the “Depositor PLS Facility Assignment of Receivables”), by and between the PLS Facility Depositor and the PLS Facility Issuer.
38. Administration Agreement, dated as of February 9, 2018 and effective as of February 12, 2018 (the “PLS Facility Administration Agreement”), by and between the PLS Facility Issuer and the PLS Facility Administrator.
39. Acknowledgment Agreement with Respect to Servicing Advance Receivables, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the “PLS Facility Acknowledgment Agreement”), by and among the PLS Facility Issuer, the PLS Facility Depositor, the PLS Facility Servicer, the PLS Facility Indenture Trustee, Fannie Mae and the PLS Facility Administrative Agent.
40. Series 2019-VF1 Variable Funding Note Purchase Agreement, dated as of the Closing Date, and effective as of the Effective Date (the “PLS Facility Note Purchase Agreement”), by and among Ditech, as the PLS Facility Servicer, the PLS Facility Administrator and the PLS Facility Receivables Seller, the PLS Facility Depositor, the PLS Facility Issuer, the Administrative Agent, and Barclays, as a Purchaser Agent (“PLS Facility Purchaser”).
41. Ditech PLS Advance Trust II Advance Receivables Backed Note, Series 2019 Class A-VF1 Note Number 1 (the “PLS Facility Note, Class A”), dated as of the Closing Date, in the name of the PLS Facility Purchaser.

42. Ditech PLS Advance Trust II Advance Receivables Backed Note, Series 2019 Class B-VF1 Note Number 1 (the “PLS Facility Note, Class B”), dated as of the Closing Date, in the name of the PLS Facility Purchaser.
43. Ditech PLS Advance Trust II Advance Receivables Backed Note, Series 2019 Class C-VF1 Note Number 1 (the “PLS Facility Note, Class C”), dated as of the Closing Date, in the name of the PLS Facility Purchaser.
44. Ditech PLS Advance Trust II Advance Receivables Backed Note, Series 2019 Class D-VF1 Note Number 1 (the “PLS Facility Note, Class D”), dated as of the Closing Date, in the name of the PLS Facility Purchaser.
45. Amended and Restated Trust Agreement, dated as of February 9, 2018 and effective as of February 12, 2018 (as amended, restated, supplemented or otherwise modified as of the date hereof, the “PLS Facility Trust Agreement”), by and among the PLS Facility Depositor, Wilmington Trust, National Association, as the owner trustee (in such capacity, the “PLS Facility Owner Trustee”), and the PLS Facility Administrator.
46. Amendment No.1 to the PLS Facility Trust Agreement, dated as of the Closing Date, by and among the Agency Facility Depositor, the Agency Facility Owner Trustee and the Agency Facility Administrator.
47. Amended and Restated Limited Liability Company Agreement of the PLS Facility Depositor (the “PLS Facility Depositor LLC Agreement”), dated as of February 9, 2018 and effective as of February 12, 2018, by and among Ditech, as the sole economic member of the PLS Facility Depositor and Albert Fioravanti, as the Special Member and Independent Manager of the PLS Facility Depositor.
48. Amendment No. 1 to the PLS Facility Depositor LLC Agreement, dated as of the Closing Date, made by Ditech, as the sole economic member of the PLS Facility Depositor and consented to by Albert Fioravanti, as the Special Member and Independent Manager of the PLS Facility Depositor and Barclays, as sole noteholder.
49. Pledge Agreement, dated as of the Closing Date, made by the Ditech in favor of Barclays.
50. Master Repurchase Agreement, dated as of the Closing Date, by and among Barclays, as Administrative Agent on behalf of Buyers (as defined therein), Barclays and Nomura, as Buyers (as defined therein), other Buyers party thereto from time to time, and Ditech.
51. Pricing Side Letter, dated the Closing Date, among Barclays, as Administrative Agent for the benefit of Buyers (as defined therein), Barclays and Nomura, as Committed Buyers (as defined therein), and Ditech.
52. Power of Attorney, dated as of the Closing Date, to be entered into by Ditech.
53. Custodial and Disbursement Agreement, dated as of the Closing Date, by and among Barclays and Nomura, as Buyers (as defined therein), Ditech, Barclays, as agent of the Buyers, and Wells Fargo Bank, N.A.

54. Amended and Restated Deposit Account Control Agreement, dated as of the Closing Date, by and among Barclays, as Administrative Agent (as defined therein), Ditech and U.S. Bank National Association.
55. Second Amendment to the Master Securities Forward Transaction Agreement, dated as of the Closing Date, between Barclays Capital Inc. and Ditech.
56. Second Amendment to the Master Securities Forward Transaction Agreement, dated as of the Closing Date, between Nomura Securities International, Inc. and Ditech.

Fill in this information to identify the case:

Debtor name: Ditech Financial LLC
 United States Bankruptcy Court for the: Southern District of New York
(State)
 Case number (If known): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 40 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 40 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 40 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	ISGN Solutions Inc. Attn.: E. Rock Primas 2330 Commerce Park Drive, NE, Suite 2 Palm Bay, Florida 32905	Attn.: E. Rock Primas Phone: (609) 932-4712 Email: rock.primas@isgnsolutions.com	Trade Debt				\$1,531,484.00
2	Black Knight Tech Solutions Attn.: Darlene Ledet 601 Riverside Avenue Jacksonville, FL 32204	Attn.: Darlene Ledet Phone: (904) 854-3153 Email: darlene.ledet@bkfs.com	Trade Debt				\$1,458,204.00
3	Servicelink Attn.: Joe Greve 9600 Reserve Run Brecksville, Ohio 15108	Attn.: Joe Greve Phone: (216) 374-1888 Email: joe.greve@svclnk.com	Trade Debt				\$1,222,945.00
4	Corelogic Tax Services LLC Attn.: Tom Blauvelt 4 First American Way Santa Ana, California 92707	Attn.: Tom Blauvelt Phone: (512) 977-3716 Email: tblauvelt@corelogic.com	Trade Debt				\$1,155,282.00
5	Safeguard Properties Mgmt. LLC Attn.: Gregory Sharp 7887 Safeguard Cir. Valley View, Ohio 44125	Attn.: Gregory Sharp Phone: (216) 739-2900 Email: gregory.sharp@safeguardproperties.com	Trade Debt				\$1,150,138.00
6	Tata Consultancy Services Ltd. Attn.: Prashant Panghal 379 Thornall Street Edison, New Jersey 08837	Attn.: Prashant Panghal Phone: (732) 986-6921 Email: prashant1.p@tcs.com	Trade Debt				\$1,135,384.00
7	Cognizant Technology Solutions Attn.: Janine Lj Durham 2512 Dunlap Avenue Phoenix, Arizona 32905	Attn.: Janine Lj Durham Phone: (602) 315-0481 Email: janine.durham@cognizant.com	Trade Debt				\$1,023,481.00

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
8	Corelogic Information Solutions Attn.: Tom Blauvelt 4 First American Way Santa Ana, California 92707	Attn.: Tom Blauvelt Phone: (512) 977-3716 Email: tblauvelt@corelogic.com	Trade Debt				\$800,585.00
9	Black Knight Financial Services Attn.: Darlene Ledet 601 Riverside Avenue Jacksonville, Florida 32204	Attn.: Darlene Ledet Phone: (904) 854-3153 Email: darlene.ledet@bkfs.com	Trade Debt				\$586,915.00
10	Verizon Business Attn.: Lona Gruebele 22001 Loudoun County Pkwy Ashburn, Virginia 20147	Attn.: Lona Gruebele Phone: (612) 805-1034 Email: lona.j.gruebele@verizon.com	Trade Debt				\$555,663.00
11	Nationwide Title Clearing Inc. Attn.: Debbie Lastoria 2100 Alt 19 North Palm Harbor, Florida 34683	Attn.: Debbie Lastoria Phone: (727) 771-4000 Email: debbie_lastoria@nwtc.com	Trade Debt				\$554,418.00
12	NCP Solutions LLC Attn.: Tom Hart 5200 East Lake Boulevard Birmingham, Alabama 35217	Attn.: Tom Hart Phone: (205) 421-7254 Email: thart@ncpsolutions.com	Trade Debt				\$492,500.00
13	Pegasystems Inc. Attn.: Kirk Faustman One Rogers Street Cambridge, Massachusetts 02142	Attn.: Kirk Faustman Phone: (617) 777-3229 Email: kirk.faustman@pega.com	Trade Debt				\$480,180.00
14	Padgett Law Group Attn.: Timothy D. Padgett 6267 Old Water Oak Road, Suite 203 Tallahassee, Florida 32312	Attn.: Timothy D. Padgett Phone: (850) 422-2520 Email: accounting@padgettlaw.net	Professional Services				\$471,337.00
15	McCalla Raymer Leibert Pierce LLC Attn.: Michael Allgood 1544 Old Alabama Road Roswell, Georgia 30076	Attn.: Michael Allgood Phone: (770) 643-7202 Email: michael.allgood@mccalla.com	Trade Debt				\$462,992.00
16	RAS Crane LLC Attn.: John Crane 10700 Abbott's Bridge Road; Suite 170 Duluth, Georgia 30097	Attn.: John Crane Phone: (972) 757-1486 Email: jcrane@rascrane.com	Professional Services				\$446,268.00
17	Locke Lord LLP Attn.: Lori Barton 2200 Ross Avenue, Suite 2800 Dallas, Texas 75201	Attn.: Lori Barton Phone: (214) 740-8000 Email: lori.barton@lockelord.com	Professional Services				\$443,666.00
18	Ellie Mae Inc. Attn.: John Coppa 4420 Rosewood Drive, Suite 500 Pleasanton, CA 94588	Attn.: John Coppa Phone: (925) 227-2060 Email: john.coppa@elliemae.com	Trade Debt				\$347,728.00
19	Quattro Direct LLC Attn.: Dan Lawler 200 Berwyn Park, Suite 310 Berwyn, Pennsylvania 19312	Attn.: Dan Lawler Phone: (610) 993-0070 Email: dlawler@quattrodirect.com	Trade Debt				\$342,006.00
20	KML Law Group PC Attn.: Lisa Lee 701 Market Street, Suite 5000 Philadelphia, Pennsylvania 19106	Attn.: Lisa Lee Phone: (215) 627-1322 Email: llee@kmlawgroup.com	Professional Services				\$332,535.00
21	Phelan Hallinan LLP Attn.: Jay Jones 1617 JFK Blvd., Suite 1400 Philadelphia, Pennsylvania 19103-1814	Attn.: Jay Jones Phone: (215) 563-7000 Email: jay.jones@phelanhallinan.com	Professional Services				\$305,245.00

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
22	Insight Direct/ Datalink Attn.: Michael Schmidt 6820 South Harl Avenue Tempe, Arizona 85283	Attn.: Michael Schmidt Phone: (651) 260-4017 Email: Michael.schmidt@insight.com	Trade Debt			\$300,279.00
23	TCS America Attn.: Prashant Panghal 379 Thornall Street Edison, New Jersey 08837	Attn.: Prashant Panghal Phone: (732) 986-6921 Email: prashant1.p@tcs.com	Trade Debt			\$297,383.00
24	Robertson Anschutz & Schneid PL Attn.: Eric L. Bronfeld 6409 Congress Avenue, Suite 100 Boca Raton, Florida 33487	Attn.: Eric L. Bronfeld Phone: (561) 241-6901 Email: arcollections@rasflaw.com	Professional Services			\$290,502.00
25	American Bankers Insurance Attn.: Michelle Griffith 11222 Quail Roost Drive Miami, Florida 33157	Attn.: Michelle Griffith Phone: (305) 253-2244 Email: michelle.griffith@assurant.com	Trade Debt			\$285,213.00
26	Indecomm Holdings Inc. Attn.: Teddi Horan 205 Regency Executive Park Drive, Suite 500 Charlotte, North Carolina 28217	Attn.: Teddi Horan Phone: (215) 962-7212 Email: teddi.horan@indecomm.net	Trade Debt			\$284,830.00
27	Wells Fargo Bank N.A Attn.: Holly Monday 420 Montgomery Street San Francisco, California 94104	Attn.: Holly Monday Phone: (703) 865-7740 Email: holly.monday@wellsfargo.com	Trade Debt			\$271,624.00
28	Newcourse Communications Inc. Attn.: Valerie Griffin 5010 Linbar Dr., Ste. 100 Nashville, Tennessee 37211	Attn.: Valerie Griffin Phone: (615) 921-6656 Email: valerie.griffin@newcoursecc.com	Trade Debt			\$270,000.00
29	Xome Valuation Services Attn.: Allen Illgen 444 East Washington Street Indianapolis, Indiana 46204	Attn.: Allen Illgen Phone: (612) 207-4012 Email: allen.illgen@assurant.com	Trade Debt			\$249,474.00
30	Rean Cloud LLC Attn.: Rupa Vasireddy 2201 Cooperative Way #250 Herndon, Virginia 20171	Attn.: Rupa Vasireddy Phone: (844) 377-7326 Email: rupa@reancloud.com	Trade Debt			\$240,667.00
31	US Real Estate Services Inc. Attn.: Becca Nottberg 25520 Commerce Centre Drive; 1st Floor Lake Forest, California 92630	Attn.: Becca Nottberg Phone: (949) 206-5353 Email: becca.nottberg@res.net	Trade Debt			\$233,284.00
32	Operational Excellence Attn.: Tony Galluzzo 19712 MacArthur Blvd., Suite 110 Irvine, California 92612	Attn.: Tony Galluzzo Phone: (949) 988-7229 Email: tgalluzzo@ca-usa.com	Trade Debt			\$231,378.00
33	US Bank Trust NA Att.: Kirk Larson 300 East Delaware; 8th Floor Wilmington, Delaware 19809	Attn.: Kirk Larson Phone: (651) 466-5666 Email: kirk.larson1@usbank.com	Trade Debt			\$230,809.00
34	Wolfe & Wyman LLP Attn.: Stuart B. Wolfe 11811 N. Tatum, Suite 3031 Phoenix, Arizona 85028-1621	Attn.: Stuart B. Wolfe Phone: (602) 953-0100 Email: sbwolfe@wolfewyman.com	Professional Services			\$228,398.00

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
35 Five Brothers Mortgage Servs Attn.: Dawn Whiteaker 12220 E. 13 Mile Road; Suite 100 Warren, Missouri 48093	Attn.: Dawn Whiteaker Phone: (586) 354-2017 Email: dawnrw@fiveonline.com	Trade Debt				\$224,947.00
36 Servicelink Default Title & Closing Attn.: Joe Greve 1355 Cherrington Parkway Moon Township, Pennsylvania 15108	Attn.: Joe Greve Phone: (216) 374-1888 Email: joe.greve@svclnk.com	Trade Debt				\$218,298.00
37 Level 3 Communications LLC Attn.: Timothy McGraw 600 W. Chicago Avnue, Suite 325 Chicago, Illinois 60654	Attn.: Timothy McGraw Phone: (612) 392-7364 Email: timothy.mcgraw@level3.com	Trade Debt				\$209,330.00
38 Xome Field Services LLC Attn.: Allen Illgen 444 East Washington Street Indianapolis, Indiana 46204	Attn.: Allen Illgen Phone: (612) 207-4012 Email: allen.illgen@assurant.com	Trade Debt				\$206,077.00
39 RAS Boriskin LLC Attn.: Sara Borskin 900 Merchants Concourse Westbury, New York 11590	Attn.: Sara Boriskin Phone: (516) 280-7675 Email: sboriskin@rasboriskin.com	Trade Debt				\$202,336.00
40 ISGN Corporation Attn.: E. Rock Primas 2330 Commerce Park Drive, NE, Suite 2 Palm Bay, Florida 32905	Attn.: E. Rock Primas Phone: (609) 932-4712 Email: rock.primas@isgnsolutions.com	Trade Debt				\$200,850.00

Fill in this information to identify the case:

Debtor name: Ditech Financial LLC
United States Bankruptcy Court for the: Southern District of New York
(State)
Case number (If known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING – Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.
I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 40 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 11, 2019
MM /DD /YYYY

X /s/ Kimberly Perez
Signature of individual signing on behalf of debtor

Kimberly Perez
Printed name

Senior Vice President and Chief Accounting Officer
Position or relationship to debtor

**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK**

----- X
In re :
 : **Chapter 11**
 :
DITECH FINANCIAL LLC, : **Case No. 19- _____ ()**
 :
Debtor. :
 ----- X

LIST OF EQUITY HOLDERS¹

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all holders having a direct or indirect ownership interest of the above-captioned debtor in possession (the “**Debtor**”).

Name and Last Known Address or Place of Business of Holder	Number of Securities/Kind of Interest
Walter Management Holding Company LLC 1100 Virginia Drive Suite 100A Fort Washington, PA 19034	100 % (Equity)

¹ This list serves as the required disclosure by the Debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case.

Fill in this information to identify the case:

Debtor name: Ditech Financial LLC
United States Bankruptcy Court for the: Southern District of New York
(State)
Case number (If known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

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Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.
I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 40 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 11, 2019
MM / DD /YYYY

x

/s/ Kimberly Perez
Signature of individual signing on behalf of debtor

Kimberly Perez
Printed name

Senior Vice President and Chief Accounting Officer
Position or relationship to debtor

**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK**

-----X
 :
In re : **Chapter 11**
 :
DITECH FINANCIAL LLC, : **Case No. 19-[____] (____)**
 :
Debtor. :
 :
Fed. Tax Id. No. 41-1795868 :
 -----X

**CONSOLIDATED CORPORATE OWNERSHIP
 STATEMENT PURSUANT TO FED. R. BANKR. P. 1007 AND 7007.1**

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure and Rule 1007-3 of the Local Bankruptcy Rules for the Southern District of New York, Ditech Holding Corporation (f/k/a Walter Investment Management Corp.) (“**Ditech**”) and its debtor affiliates, as debtors and debtors in possession in the above captioned chapter 11 cases (collectively, the “**Debtors**”), respectfully represent:

1. To the best of the Debtors’ knowledge and belief, as of the date hereof (the “**Commencement Date**”), based solely on publicly available information, no entity directly or indirectly owns 10% or more of Ditech’s common stock.

2. To the best of the Debtors’ knowledge and belief, as of the Commencement Date, based solely on publicly available information, Lion Point Master, LP owns approximately 38.1% of the convertible preferred shares of Ditech, First Pacific Advisors LLC owns approximately 11.1% of the convertible preferred shares of Ditech, and no other entity directly or indirectly owns 10% or more of Ditech’s convertible preferred shares.

3. Ditech has a one hundred percent (100%) ownership interest in the following entities:

- i. Walter Reverse Acquisition LLC

- ii. Green Tree Credit Solutions LLC
 - iii. Marix Servicing LLC
 - iv. Mid-State Capital, LLC¹
 - v. Hanover SPC-A, Inc.*
 - vi. WIMC Real Estate Investment LLC*
4. Walter Reverse Acquisition LLC has a one hundred percent (100%) ownership interest in Reverse Mortgage Solutions, Inc.
5. Reverse Mortgage Solutions, Inc. has a one hundred percent (100%) ownership interest in the following entities:
 - i. Mortgage Asset Systems, LLC
 - ii. REO Management Solutions, LLC
 - iii. RMS REO BRC, LLC*
 - iv. RMS REO CS, LLC*
 - v. RMS REO BRC II, LLC*
 - vi. RMS 2018-09, LLC*
6. Green Tree Credit Solutions LLC has a one hundred percent (100%) ownership interest in the following entities:
 - i. Green Tree Insurance Agency of Nevada, Inc.
 - ii. Walter Management Holding Company LLC
 - iii. DF Insurance Agency LLC
 - iv. Green Tree Investment Holdings III LLC
7. Walter Management Holding Company LLC has a one hundred percent

¹ Mid-State Capital, LLC and each other entity noted with a (*) are not debtors in these chapter 11 cases.

(100%) ownership interest in the following entities:

- i. Green Tree Credit LLC
- ii. Green Tree Servicing Corp.
- iii. Ditech Financial LLC

8. Ditech Financial LLC has a one hundred percent (100%) ownership interest

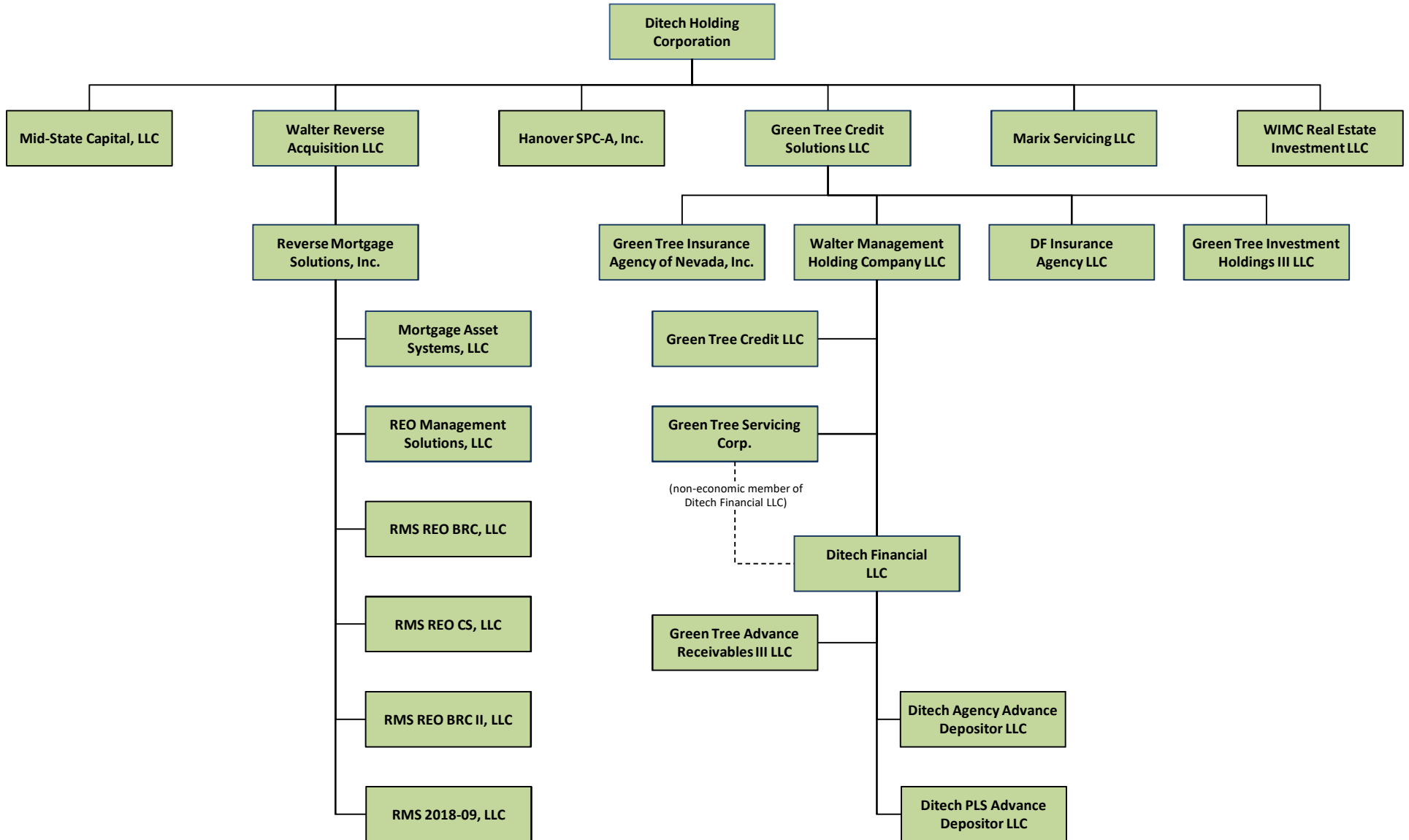
in the following entities:

- i. Green Tree Advance Receivables III LLC*
- ii. Ditech Agency Advance Depositor LLC*
- iii. Ditech PLS Advance Depositor LLC*

9. Attached hereto as **Exhibit A** is an organizational chart reflecting all of the ownership interests of the Debtors and their non-Debtor affiliates as of the Commencement Date.

Exhibit A

Organizational Chart



Fill in this information to identify the case:

Debtor name: Ditech Financial LLC
United States Bankruptcy Court for the: Southern District of New York
(State)
Case number (if known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING – Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 40 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration Consolidated Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 11, 2019
MM /DD /YYYY

X /s/ Kimberly Perez
Signature of individual signing on behalf of debtor
Kimberly Perez
Printed name
Senior Vice President and Chief Accounting Officer
Position or relationship to debtor

EXHIBIT B

Limited Stay Modification Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
:
In re : **Chapter 11**
:
DITECH HOLDING CORPORATION, et al., : **Case No. 19-10412 (JLG)**
:
Debtors.¹ : **(Jointly Administered)**
:
: **Related Docket No. 9**
-----X

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO
CONTINUE ORINATION AND SERVICING OF FORWARD MORTGAGE
LOANS IN ORDINARY COURSE AND GRANTING RELATED RELIEF,
(II) MODIFYING AUTOMATIC STAY ON A LIMITED BASIS TO FACILITATE
DEBTORS' ONGOING OPERATIONS, AND (III) SCHEDULING A FINAL HEARING**

Upon the motion (the “**Motion**”)² of Ditech Holding Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**” and, together with their non-debtor affiliates, the “**Company**”), pursuant to sections 105(a), 362, 363(c), 1107(a), and 1108 of the Bankruptcy Code and Bankruptcy Rules 4001, 6003, and 6004, the Debtors request authority, but not direction, to continue in the ordinary course of business (a) to originate and purchase mortgage loans; (b) to sell and securitize loans, including by performing under certain agreements with Fannie Mae, Freddie Mac, Ginnie Mae, and private parties; (c) to service and subservice loans pursuant to terms and conditions set forth in certain agreements with Fannie Mae, Freddie Mac, Ginnie Mae, other applicable federal agencies, and private parties; (d) to make servicing advances; (e) to pay

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Mortgage Asset Systems, LLC (8148); REO Management Solutions, LLC (7787); Reverse Mortgage Solutions, Inc. (2274); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Debtors’ principal offices are located at 1100 Virginia Drive, Suite 100, Fort Washington, Pennsylvania 19034.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

prepetition amounts owed to critical vendors; (f) to fulfill compliance and regulatory obligations; and (g) to provide assurances of future performance to Fannie Mae, Freddie Mac, and Ginnie Mae, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing on February 13, 2019 to consider the relief requested in the Motion on an interim basis (the “**Hearing**”); and upon the Lombardo Declaration, filed contemporaneously with the Motion, and the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis to the extent set forth herein.

Forward Mortgage Origination Business

2. The Debtors are authorized but not directed, to continue in the ordinary course of business:

- (a) to fund their origination and purchase of mortgage loans and to pay related obligations, regardless of whether such obligations arose prepetition or postpetition;
- (b) (i) to honor and perform under the GSE Sales Agreements, (ii) to pay the GSE Guaranty Fees, (iii) to honor and pay the GSE Repurchase Obligations, and (iv) to perform other activities and pay fees related to mortgage loan origination, including paying all obligations related to loans originated prepetition;
- (c) (i) to honor and perform under the Ginnie Mae Agreements, (ii) to honor and pay the Ginnie Mae Buyout Obligations, (iii) to pay the Ginnie Mae Fees, and (iv) to pay the Ginnie Mae Administrative Fees, including, in each instance, all obligations related to loans originated prepetition; and
- (d) (i) to sell mortgage loans to private investors and (ii) to enter into, and perform under, MLPAs, including, to pay all obligations related to loans originated prepetition.

Forward Mortgage Servicing Business

3. The Debtors are authorized but not directed, to continue in the ordinary course of business:

- (a) to service and subservice GSE Loans in the ordinary course, including by continuing to perform under the GSE Servicing Agreements and by continuing to honor and pay the GSE Repurchase Obligations and all prepetition amounts arising under the GSE Servicing Agreements;
- (b) to service Ginnie Securitized Loans in the ordinary course, including by continuing to perform under the Ginnie Mae Agreements and the applicable Government Loan Servicing Guidelines;
- (c) to service and subservice Private Loans in the ordinary course, including by continuing to perform under the Private Servicing Agreements;
- (d) (i) to sell MSR's and related reimbursement rights for Servicer Advances and (ii) the NRM Servicing Transition;
- (e) to service and subservice loans;

- (f) to make Servicer Advances, whether arising from prepetition or postpetition obligations, in accordance with the Agency Servicing Agreements and Private Servicing Agreements, as applicable;
- (g) (i) to modify loans and to participate in loan modification programs, (ii) make Loss Mitigation Payments, and (iii) to enter into, and perform under existing, Deferment and Forbearance Arrangements, including honoring all obligations related thereto that accrued in whole or part prior to the Commencement Date;
- (h) to engage in foreclosure activities with respect to Agency Loans, including to (i) to conduct foreclosures, short sales, deeds in lieu of foreclosure, and similar actions, (ii) to pay any T&I Advances and Corporate Advances, including any prepetition amounts owed, with respect to (A) GSE Loans in accordance with the applicable GSE Servicing Agreements and (B) Ginnie Securitized Loans until such loans are conveyed to the FHA or transferred into the custody of the VA, in each case as required pursuant to the applicable Government Loan Servicing Guidelines, (iii) to pay any P&I Advances, including any prepetition amounts owed, with respect to Ginnie Securitized Loans until such loans are conveyed to the FHA or transferred into the custody of the VA, in each case as required pursuant to the Ginnie Mae Agreements and the applicable Government Loan Servicing Guidelines, (iv) to distribute net sale proceeds to the appropriate parties in accordance with the applicable Agency Servicing Agreements, and (v) as necessary, to transfer or assign deeds to Agency REOs to the applicable owner of the Agency REO; and
- (i) to engage in foreclosure activities with respect to Private Loans, including to (i) pay any Servicer Advances—including any prepetition amounts owed—with respect to Private REOs and Private Loans in foreclosure, (ii) conduct Foreclosure Sales on Private Loans and sell Private REOs, whether owned by the Debtors or on behalf of third parties in the Debtors' capacity as servicer or subservicer, on an "as is where is" basis and without any representation and warranties except for title, in their discretion and subject to their business judgment, and free and clear of any and all liens and encumbrances either pursuant to (A) section 363(f) of the Bankruptcy Code, to the extent that the Private REO is owned by the Debtors, or (B) applicable non-bankruptcy law, to the extent the Private REO is owned by third parties; *provided that*, should any lien, claim, or encumbrance exist on such Private REOs, such liens, claims, or encumbrances shall attach to the proceeds from the sales thereof, and (iii) remit (A) overpayments to purchasers and (B) net sale proceeds to the

appropriate parties, each of (i) through (iii) in accordance with the relevant Private Servicing Agreements.

4. As to mortgage loans not owned by Ditech, principal, interest, and funds for the payment of property taxes and insurance premiums collected by Ditech in connection with its performance of its Servicing Functions do not constitute property of the Debtors' estates under section 541 of the Bankruptcy Code, and no lien or other interest therein will be given by the Debtors to any party.

Additional Relief Related to Forward Mortgage Origination and Servicing Businesses

5. The Debtors are authorized but not directed, to continue in the ordinary course of business (a) to fulfill state licensing requirements and to pay related obligations, (b) to submit to, and comply with, state and federal regulatory exams and audits and to pay related obligations, costs, and expenses, and (c) to remediate errors and/or lack of compliance with laws or regulations, including by continuing (i) to make payments to borrowers (*e.g.*, in the form of reimbursements, refunds, and/or out-of-pocket expenses), (ii) to forgive past due amounts and/or assessed but unpaid fees or other charges, (iii) to pay fees, fines, and/or penalties, either directly to the applicable authority or through a Critical Vendor, (iv) to incur and pay certain expenses, (v) to pay the costs and expenses of state and federal regulatory examinations, and (vi) to take such other measures as may be required by, or agreed to with, state and federal regulators. For the avoidance of doubt, to the extent the Debtors avail themselves of the relief provided under this Order, the Debtors shall pay all amounts due and meet all other ordinary course of business obligations to all RMBS and similar trusts, including without limitation the trustees thereunder.

Critical Vendors

6. Pursuant to sections 105(a) and 363(c) of the Bankruptcy Code, the Debtors are authorized, but not directed, in the reasonable exercise of their business judgment, to

pay some or all of the prepetition claims of the Critical Vendors, upon such terms and in the manner provided in this Order and the Motion and subject to the Management Approval Process (as defined below); *provided*, that payments to Critical Vendors on account of prepetition claims shall not exceed \$35 million, during the first thirty (30) days following the Commencement Date; *provided, further*, that payments to Critical Vendors on account of such prepetition claims may not be accelerated and shall be made only in the ordinary course in accordance with Customary Trade Terms.

7. As used herein, the term “**Management Approval Process**” means the advance review and approval by the chief financial officer of the Company, following consultation with the Debtors’ management and AlixPartners LLP, of any prepetition payment made to a Critical Vendor.

8. As soon as reasonably practicable following entry of this Order, the Debtors shall provide a list of potential Critical Vendors and the potential Critical Vendor claims (each, a “**Critical Vendor Claim**”) thereof to the Court and the U.S. Trustee (the “**Critical Vendors List**”). The Critical Vendors List shall not be publicly filed. The Debtors shall not pay a claim as a Critical Vendor Claim unless such claim is set forth on the Critical Vendors List; provided, that the Debtors may update the Critical Vendors List from time to time with two business days’ written notice and opportunity to object to the U.S. Trustee and any official committee appointed in these chapter 11 cases.

9. Promptly after entry of this Order and weekly thereafter, the Debtors shall provide counsel for any statutory committee appointed in the Debtors’ chapter 11 cases, counsel to the Term Loan Lender Ad Hoc Group, and the U.S. Trustee with a schedule of all payments made to the Critical Vendors on account of the Critical Vendor Claims in accordance with the

terms of this Order, which shall include the name and address of the Critical Vendor and the amount and date of the payment.

10. If a Critical Vendor refuses to supply products and/or services to the Debtors on Customary Trade Terms (or such other terms as are agreed by the parties) following receipt of payment on its prepetition claim, then the Debtors may, upon notice to any statutory committee appointed in the Debtors' cases, and without further order of the Court:

- (a) Declare that any payments made to the Critical Vendor on account of such claim be deemed to have been in payment of then-outstanding (or subsequently accruing) postpetition claims of the Critical Vendor without further order of the Court or action by any person or entity; and
- (b) Take actions to recover or seek disgorgement of any payment made to the Critical Vendor on account of its prepetition claim to the extent that the payments exceeded the postpetition claims of the Critical Vendor, without giving effect to any rights of setoff, recoupment, claims, provision for payment of reclamation or trust fund claims, or other defense.

11. Under such circumstances, such Critical Vendor shall immediately repay to the Debtors any payment made to it on account of its prepetition claims to the extent that such payments exceed its postpetition claims, without giving effect to any rights of setoff, recoupment, claims, provision for payment of reclamation or trust fund claims, or other defense.

12. Nothing herein shall:

- (a) Constitute a waiver of the Debtors' rights to seek damages, disgorgement or other appropriate remedies against any breaching Critical Vendor;
- (b) Be construed to waive, limit, or in any way affect the Debtors' ability to dispute a claim of a Critical Vendor;
- (c) Be deemed an admission to the validity of the underlying obligation, including any payment made pursuant to this Order;

- (d) Be deemed to constitute an assumption or rejection of any executory contract or prepetition or postpetition agreement between the Debtors and a Critical Vendor; or
- (e) Be deemed to require the Debtors to make any of the payments to the Critical Vendors authorized herein.

13. Notwithstanding entry of this Order, the Debtors' rights to enforce the automatic stay provision of section 362 of the Bankruptcy Code with respect to any creditor who demands payment of its prepetition claims as a condition to doing business with the Debtors postpetition are preserved.

Limited Relief from Automatic Stay

Borrower Foreclosure and Eviction Proceedings

14. The stay imposed by section 362(a) of the Bankruptcy Code is hereby modified to allow borrowers, mortgagees, and lienholders (each, an "**Interested Party**") to assert and prosecute claims, cross-claims, third-party claims, and counter-claims related to judicial and non-judicial foreclosure and eviction proceedings brought by the Debtors to the limited extent such claims, cross-claims, third-party claims, and counterclaims, including the appeals of such, have the sole purpose of defending, unwinding, or otherwise enjoining or precluding any foreclosure or eviction, and do not have an adverse effect on any of the Debtors' assets.

15. Absent further order of this Court, the automatic stay shall remain in full force and effect with respect to any and all other pending or future claims, cross-claims, third-party claims, and counterclaims by Interested Parties related to judicial and non-judicial foreclosure and eviction proceedings, including with respect to (a) monetary relief of any kind or any nature against the Debtors, (b) claims of recoupment or setoff, (c) relief that if granted would affect the amount, validity, and/or priority of lien(s) on property owned or serviced by the Debtors, and (d) actions asserted in the form of a class action or collective action.

16. Should there be any disagreements between or among any Interested Parties and/or the Debtors regarding whether any claims, cross-claims, third-party claims, or counterclaims fall within the exception to the automatic stay approved by this Court, this Court shall have exclusive jurisdiction to hear and resolve such disputes.

Borrower Bankruptcy Proceedings

17. The automatic stay imposed by section 362(a) of the Bankruptcy Code applicable against a borrower who has sought, or may seek during the pendency of these cases, bankruptcy protection under chapters 7, 11, 12, or 13 of the Bankruptcy Code (each, a “**Bankrupt Borrower**”), is hereby modified pursuant to the following terms and conditions:

- (a) except as set forth herein, and provided an action outlined below would not affect the value or validity of an asset or claim held by the Debtors, a Bankrupt Borrower, a Bankruptcy Trustee, or a United States Trustee shall be entitled:
 - (i) to assert or continue to assert an objection to a proof of claim, notice of payment change, notice of postpetition fee, expense, or charge, or response to notice of final cure (collectively, the “**Required Bankruptcy Documents**”) filed by the Debtors in the Bankrupt Borrower’s bankruptcy case;
 - (ii) to assert or continue to assert an objection to a motion to lift the automatic stay filed by the Debtors in the Bankrupt Borrower’s bankruptcy case;
 - (iii) to assert appeals with respect to items (i) and (ii); and
 - (iv) to seek an accounting from the Debtors with respect to the Bankrupt Borrower’s loan;
- (b) except as set forth herein, a Bankrupt Borrower shall be entitled:
 - (i) to engage in court-supervised or court-authorized loss-mitigation programs regarding the Bankrupt Borrower’s loan; and
 - (ii) to engage in discussion with the Debtors and execute a modification of the Bankrupt Borrower’s loan or otherwise discuss, enter into, and consummate settlements of claims and liens

in accordance with the ordinary course of the Debtors' business and applicable law;

- (c) absent further order of this Court, the automatic stay shall remain in full force and effect with respect to all the Bankrupt Borrower's, the Bankruptcy Trustee's, and the United States Trustee's direct claims, counterclaims, motions, or adversary proceedings:³
 - (i) for monetary relief of any kind and of any nature against the Debtors, with the exception of: (A) a reduction in the amount of arrearage listed on a proof of claim that would not affect the total amount of the claim; (B) an objection to the amount listed on a notice of payment change; or (C) an objection to the amount past due listed on a response to notice of final cure;
 - (ii) for violation of any local, state, or federal statute or other law in connection with the origination of the Bankrupt Borrower's loan; or
 - (iii) asserted in the form of a class action;
- (d) absent further order of this Court, the automatic stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Bankrupt Borrower on behalf of any other class of borrowers;
- (e) with the sole exception of objections to Debtors' proofs of claim permitted by subsection (a)(i) above, and solely for purposes of reducing any such claim and not for the purpose of obtaining an affirmative recovery or award, under no circumstances shall a Bankrupt Borrower, a Bankruptcy Trustee, or a United States Trustee be entitled to recoup, setoff, or collect from the Debtors any judgment or award related to any direct claim or counterclaim for which the automatic stay has been lifted by the terms of this Order;
- (f) the Debtors shall retain the right, upon appropriate motion and notice to any Bankrupt Borrower, Bankruptcy Trustee, or United States Trustee, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by this Order, and to the extent such relief is sought, the Debtors will not object to such party's telephonic participation at any hearing on such motion;

³ United States Trustees have been included in this provision out of an abundance of caution. However, as referenced in paragraph 30 of this Order, nothing herein shall be construed to limit the rights of the Office of the United States Trustee to take any action not subject to the automatic stay.

- (g) nothing set forth herein shall preclude or limit any Bankrupt Borrower, Bankruptcy Trustee, or United States Trustee from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest; and
- (h) should there be any disagreements between the Debtors, a Bankrupt Borrower, a Bankruptcy Trustee, or a United States Trustee regarding whether any actions, claims, or counterclaims fall within the exception to the automatic stay approved by this Court, this Court shall have exclusive jurisdiction to hear and resolve such dispute.

Actions Involving Amount, Validity, or Priority of Liens

18. The automatic stay imposed by section 362(a) of the Bankruptcy Code applicable to actions involving the amount, validity, and/or priority of liens with respect to properties subject to mortgages owned or serviced by the Debtors (such actions, “**Title Disputes**”) is hereby modified to allow Interested Parties to assert a defense, including the appeals of such, in Title Disputes.

19. Absent further order of this Court, the automatic stay shall remain in full force and effect with respect to any and all other pending or future claims, cross-claims, third-party claims, and counterclaims against the Debtors, including with respect to (a) monetary relief of any kind or any nature against the Debtors, (b) relief that if granted would affect the amount, validity, and/or priority of lien(s) held by the Debtors, (c) actions for partition, eminent domain, or seizure of the property securing lien(s) held by the Debtors, (d) relief that is not necessary for the resolution of the Title Dispute, or (e) actions asserted in the form of a class action or collective action.

20. Should there be any disagreements between or among any Interested Parties and/or the Debtors regarding whether any claims, cross-claims, third-party claims, or counterclaims fall within the exception to the automatic stay approved by this Court, this Court shall have exclusive jurisdiction to hear and resolve such disputes.

Additional Relief Related to Fannie Mae, Freddie Mac, and Ginnie Mae

21. The Debtors are authorized to provide to Fannie Mae, Freddie Mac, and Ginnie Mae assurances of future performance under the applicable Agency Agreements on the terms and conditions set forth in **Schedules 1, 2, and 3** to this Order and to comply therewith; *provided, that*, nothing herein, including the provision of such assurances, shall be deemed to constitute an assumption or rejection of any executory contract or prepetition or postpetition agreement between the Debtors and Fannie Mae, Freddie Mac, or Ginnie Mae, as applicable. The acceptance by Fannie Mae, Freddie Mac, and Ginnie Mae of the assurances and related relief granted pursuant to this Order shall not be deemed to constitute consent by Fannie Mae, Freddie Mac, and Ginnie Mae of the assumption and assignment of the applicable Agency Agreements or to the release of any Debtor from any obligations under the Ginnie Mae Agreements. Notwithstanding anything herein or in any order to the contrary, Fannie Mae, Freddie Mac, and Ginnie Mae may seek additional assurances or modification to its grant of assurances provided herein so as to provide different or additional assurance, without prejudice to the right of the Debtors or any other party in interest to contest any such addition or modification.

22. For the avoidance of doubt, all payments by the Debtors to Fannie Mae, Freddie Mac, Ginnie Mae, and Ginnie Mae guaranteed RMBS investors under the Agency Agreements (including, without limitation, repurchase or repurchase-related requests and requests for payments of principal and interest, Servicer Advances, and other origination-related, servicing-related, and with respect to Ginnie Securitized Loans, securitization-related escrows, fees and claims) shall be made free and clear of any lien, security interest, or other interest of any party, including, without limitation, any prepetition or postpetition lenders.

23. Nothing in this Order constitutes a determination of the applicability, if any, of the automatic stay under Bankruptcy Code section 362(a) to requests by Fannie Mae, Freddie Mac, or Ginnie Mae to the Debtors to honor their origination-related, servicing-related, and with respect to Ginnie Securitized Loans, securitization-related, commitments and obligations, including, without limitation, repurchase or repurchase-related requests and requests for payment of principal and interest, Servicer Advances, and other origination-related, servicing-related, and with respect to Ginnie Securitized Loans, securitization-related, fees and claims, in each case to the extent provided under the relevant Agency Agreements, and the rights of all parties are reserved with respect thereto.

24. To the extent that the automatic stay under Bankruptcy Code section 362(a) applies to requests by Fannie Mae, Freddie Mac, and Ginnie Mae that the Debtors honor their origination-related, servicing-related, and with respect to Ginnie Securitized Loans, securitization-related, commitments and obligations, the automatic stay is hereby modified to the limited extent necessary to allow Fannie Mae, Freddie Mac, and Ginnie Mae to make such requests to the Debtors, including, without limitation, repurchase or repurchase-related requests and requests for payment of principal and interest, Servicer Advances, and other origination-related, servicing-related, and with respect to Ginnie Securitized Loans, securitization-related, fees and claims, in each case to the extent provided under the relevant Agency Agreements; *provided, that*, Fannie Mae and Ginnie Mae reserve all rights to assert that they may exercise any and all rights available to them under their respective agreements notwithstanding the automatic stay.

Other Relief

25. Nothing in the Motion or this Order shall be deemed to authorize the Debtors to accelerate any payments not otherwise due prior to the date of the final hearing to consider the relief requested in the Motion (the “**Final Hearing**”).

26. Nothing contained in the Motion or this Order, nor any payment made pursuant to the authority granted by this Order, shall constitute or be construed as (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors’ or any appropriate party in interest’s rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (c) a waiver of any claims or causes of action which may exist against any creditor or interest holder; or (d) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

27. Notwithstanding anything to the contrary contained herein or in the Motion, any payment, obligation or other relief authorized by this Order shall be subject to and limited by the requirements imposed on the Debtors under the terms of any interim and/or final order approving the Debtors’ motion for *Interim and Final Orders Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 365, 503, 507, 546, 548, 555, 559 and 561 (A) Authorizing Debtors to Enter Into Repurchase Agreement Facilities, Servicer Advance Facilities and Related Documents; (B) Authorizing Debtors to Sell Mortgage Loans and Servicer Advance Receivables in the Ordinary Course of Business; (C) Granting Back-Up Liens and Superpriority Administrative Expense Claims; (D) Authorizing Use of Cash Collateral and Granting Adequate Protection (E) Modifying the Automatic Stay; (F) Scheduling a Final Hearing; and (G) Granting Related Relief*, as may be amended or superseded from time to time, or any budget in connection therewith, entered by this Court in these chapter 11 cases.

28. Nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

29. Nothing herein shall be construed to limit the right of any governmental unit (as such term is defined in section 101(27) of the Bankruptcy Code) to take any action not subject to the automatic stay.

30. Nothing herein shall be construed to narrow or limit any exception to the automatic stay under section 362(b) of the Bankruptcy Code applicable to the United States Trustee Program or any other governmental unit pursuant to any police and regulatory power.

31. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

32. Under the circumstances of these chapter 11 cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a).

33. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

34. The Final Hearing shall be held on **March 14, 2019, at 11:00 a.m. (Prevailing Eastern Time)** and any objections or responses to the Motion shall be in writing, filed with the Court, and served in accordance with the Case Management Order.

35. This Order is effective only from the date of entry through this Court's disposition of the Motion on a final basis; provided that the Court's ultimate disposition of the Motion on a final basis shall not impair or otherwise affect any action taken pursuant to this Order.

36. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

37. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: February 13, 2019
New York, New York

/s/ James L. Garrity, Jr.
HONORABLE JAMES L. GARRITY, JR.
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Fannie Mae Assurances of Future Performance

Fannie Mae Assurances of Future Performance¹

1. Ditech shall provide Fannie Mae staff with regular access to Ditech facilities, including reasonable access to its books, records, and accounts, so as to allow Fannie Mae to oversee Ditech's performance of its servicing duties.
2. Ditech shall at all times maintain its servicing performance to the standards set forth in certain Fannie Mae Mortgage Selling and Servicing Contract dated as of March 23, 2005 (together with all supplements, addendums, amendments, and related agreements, the "**Fannie Mae Mortgage Selling and Servicing Contract**"), which includes that certain Selling Guide: Fannie Mae Single Family (together with all supplements, addendums, amendments, and related agreements, the "**Fannie Selling Guide**") and that certain Servicing Guide: Fannie Mae Single Family (together with all supplements, addendums, amendments, and related agreements, the "**Fannie Servicing Guide**" and, together with the Fannie Selling Guide, the "**Fannie Guides**"), that certain Subservicing Agreement effective as of December 22, 2010 (together with all supplements, addendums, amendments, and related agreements, the "**Fannie Subservicing Agreement**"), and that certain Pledge and Security Agreement effective as of December 19, 2014 (together with all supplements, addendums, amendments, and related agreements, the "**Fannie Pledge Agreement**" and, together further with the Fannie Mae Mortgage Selling and Servicing Contract, the Fannie Subservicing Agreement, and the Fannie Guides, the "**Fannie Agreements**"), as well as to the following supplemental standards:
 - (a) As to each separate portfolio of Fannie Mae loans serviced or subserviced by Ditech, Ditech shall maintain monthly STAR Scorecard metrics as good as or better than such metrics for such portfolio as of the month ending November 30, 2018;
 - (b) No STAR overall operational assessment can result in a rating of "red";
 - (c) Any formal servicing compliance review must not return an overall risk rating of 'high';
 - (d) As applicable, Ditech shall comply with the High Touch Servicing Protocols previously agreed to by Fannie Mae and Ditech;
 - (e) Ditech shall use best efforts to reduce the net population of seriously delinquent loans;
 - (f) Ditech shall timely comply with all servicing action plans;
 - (g) Ditech shall deliver custodial account reconciliations of all P&I and T&I accounts relating to Fannie Mae Loans via tapes to Fannie Mae on or before the fifteenth day of the month immediately following the reconciliation period;
 - (h) Ditech shall provide Fannie Mae with a copy of its key employee retention program and key employee incentive program;

¹ Capitalized terms used but not otherwise defined herein or in the Motion shall have the meaning ascribed to such term in the Fannie Agreements (as defined below).

- (i) Ditech shall at all times maintain staffing levels commensurate with the servicing portfolio, including maintaining adequate staffing within the requisite servicing departments;
 - (j) Ditech shall provide notice to Fannie Mae, within two (2) business days, of (i) senior management departures and/or (ii) the number of loans per employee falling below the level as of the date of the bankruptcy filing;
 - (k) Ditech shall provide all reporting and other servicing information as reasonably requested by Fannie Mae, including such additional reports that may be requested, as currently permitted under the Fannie Servicing Guide;
 - (l) Ditech shall continue regularly scheduled engagements with Fannie Mae, such as the monthly performance reviews at the current participation level, including Ditech senior management;
 - (m) Ditech shall keep Fannie Mae apprised of its ongoing compliance efforts, and will be entitled to apply for and obtain any extensions as it deems appropriate, which extensions will not be withheld solely on the basis of Ditech's bankruptcy proceedings;
 - (n) Ditech shall deliver to Fannie Mae the following information: (i) on a quarterly basis, a completed Mortgage Bank Financial Reporting Form, (ii) monthly financial statements, and (iii) weekly liquidity reporting, in each case, on the same timeframe as such reports were delivered immediately prior to the Commencement Date;
 - (o) Ditech shall continue to meet margin requirements as may be required under the Fannie Agreements in connection with the sale of loans; and
 - (p) Ditech agrees to comply with the Fannie Servicing Guide to facilitate the orderly transfer of servicing rights to any new servicer where applicable.
3. Ditech shall maintain response times to file requests (for both origination and servicing files) timely (within 30 days) as is current practice and Ditech will comply with Fannie Mae timelines for appeal letters, identifying "impasse loans", and for supplying missing documents as well as timely addressing aged repurchase issues.
4. Ditech shall not grant a lien or security interest (including any adequate protection liens) in (a) any cash, accounts, or other collateral (or any proceeds of the foregoing) that has been pledged to Fannie Mae pursuant to any collateral pledge agreement or other security agreement between Ditech and Fannie Mae (including, without limitation, the Fannie Pledge Agreement), or (b) any mortgage servicing rights with respect to mortgages which are now or hereafter serviced or subserviced by Ditech for Fannie Mae, except as otherwise expressly authorized by, that certain Acknowledgment Agreement With Respect to Servicing Advance Receivables, dated as of February 9, 2018 and effective as of February 12, 2018, and amended as of April 20, 2018 (as further amended, restated, supplemented or otherwise modified from time to time), among Fannie Mae, Ditech, Ditech Agency Advance Depositor LLC, Ditech Agency Advance Trust, Wells Fargo Bank, N.A, in its capacity as Indenture Trustee, and Barclays Bank PLC, in its capacity as Administrative Agent; or by that certain

First Amended and Restated Acknowledgment Agreement dated as of February 9, 2018 (as amended, restated, supplemented or otherwise modified from time to time), among Fannie Mae, Ditech, Credit Suisse AG, Cayman Islands Branch, in its capacity as collateral agent for the First Lien Secured Party, and Wilmington Savings Fund Society, FSB, in its capacity as Collateral Agent for the Second Lien Secured Party. In addition, Ditech shall not seek to modify or otherwise affect Fannie Mae's rights under the Fannie Mae Pledge Agreement.

Schedule 2

Freddie Mac Assurances of Future Performance

Freddie Mac Assurances of Future Performance¹

1. Ditech shall provide Freddie Mac staff with regular access to Ditech facilities, including reasonable access to its books, records, and accounts, so as to allow Freddie Mac to oversee Ditech's performance of its servicing duties.
2. Ditech shall at all times maintain its servicing performance consistent with the standards set forth in the that certain Master Agreement dated as of August 1, 2014, as amended and restated on October 6, 2017 (together with all supplements, addendums, amendments, and related agreements, the "**Freddie Master Agreement**"), that certain Purchase Agreement dated as of November 7, 2018 (together with all supplements, addendums, amendments, and related agreements, the "**Freddie Purchase Agreement**"), and the Freddie Mac Single-Family Seller/Servicer Guide (the "**Freddie Selling and Servicing Guide**" and, together with the Freddie Master Agreement and the Freddie Purchase Agreement, the "**Freddie Agreements**"), as well as with the following supplemental standards (*provided that*, nothing herein is intended to waive or release any of Ditech's current obligations under the Freddie Agreements):
 - (a) In connection with any operation assessment by Freddie Mac's Counterparty Operations Risk Evaluation group ("**CORE**"), Ditech must maintain an operational assessment that is above "critical" or "major" for each finding in connection with such assessment. If there is a finding by CORE of "critical," "major" or "other" for any matter that is within the scope of any CORE review, Ditech must remediate and address each such finding;
 - (b) Ditech shall deliver custodial account reconciliations of all P&I and T&I accounts relating to Freddie Mac Loans via tapes to Freddie Mac on or before the fifth day of the month immediately following the reconciliation period;
 - (c) Ditech shall provide Freddie Mac with a copy of its key employee retention program and key employee incentive program;
 - (d) Ditech shall at all times maintain staffing levels commensurate with the servicing portfolio, including maintaining adequate staffing within the requisite servicing departments;
 - (e) Ditech shall provide notice to Freddie Mac, within five business days, of senior management departures or larger-than-average departures of non-management personnel;
 - (f) Ditech shall provide all reporting and other servicing information as reasonably requested by Freddie Mac, including (without limitation) fraud reports and such additional reports that may be requested by Freddie Mac, in accordance with the Freddie Selling and Servicing Guide;

¹ Capitalized terms used but not otherwise defined herein or in the Motion shall have the meaning ascribed to such term in the Freddie Agreements (as defined below).

- (g) Ditech shall confer and consult with Freddie Mac in good faith with respect to the implementation of any new programs/directives, and policy changes and Ditech will
 - (i) comply with such changes if compliance is required pursuant to applicable law or regulation, or if noncompliance would itself constitute grounds for termination of Ditech as a seller/servicer under the Freddie Agreements, and
 - (ii) use commercially reasonable efforts to comply with such changes in all other cases, notwithstanding possible additional costs to implement those changes;
 - (h) Ditech shall keep Freddie Mac apprised of its ongoing compliance efforts, and will be entitled to apply for and obtain any extensions as it deems appropriate, which extensions will not be withheld solely on the basis of Ditech's bankruptcy proceedings. As with other lenders, Freddie Mac will acknowledge, but not approve, extension requests and will not assert a breach based solely on such non-compliance for up to 90 days of non-compliance;
 - (i) Ditech shall continue (post-filing) its regularly scheduled meetings and engagements with Freddie Mac, including (without limitation) monthly executive meetings and any and all reviews relating to the servicing of the Freddie Mac servicing portfolio;
 - (j) Ditech shall maintain response times to file requests (for both origination and servicing files) timely (within 30 days), as is current practice, and Ditech will comply with Freddie Mac timelines for appeal letters, and for supplying missing documents, as well as timely addressing aged repurchase issues; and
 - (k) Ditech agrees to comply with the Freddie Selling and Servicing Guide, and specifically Chapter 7101 thereof, to facilitate the orderly transfer of servicing rights to any new servicing agent where applicable.
3. Ditech shall not grant a lien or security interest (including any adequate protection liens) in
- (a) any cash, accounts, or other collateral (or any proceeds of the foregoing) that has been pledged to Freddie Mac pursuant to any collateral pledge agreement or other security agreement between Ditech and Freddie Mac (including, without limitation, the Amended and Restated Collateral Account Control Agreement, dated as of January 17, 2014, and the Amended and Restated Collateral Pledge Agreement, dated as of January 17, 2014) (collectively, the "**Freddie Mac Pledge Agreements**"),
 - (b) any mortgage servicing rights with respect to mortgages which are now or hereafter serviced by Ditech for Freddie Mac, or
 - (c) the "Servicing Collateral" as defined and referenced in, and except as otherwise expressly authorized by, that certain Second Amended and Restated Acknowledgement Agreement, dated as of October 30, 2015, among Freddie Mac, Ditech, and Credit Suisse AG, Cayman Islands Branch. In addition, Ditech shall not seek to modify or otherwise affect Freddie Mac's rights under the Freddie Mac Pledge Agreements.

Schedule 3

Ginnie Mae Assurances of Future Performance

Ginnie Mae Assurances of Future Performance¹

1. Ditech shall provide Ginnie Mae staff and its designees with regular access to Ditech facilities, including reasonable access to its books, records, and accounts, so as to allow Ginnie Mae to oversee Ditech's performance of its securitization duties.
2. Ditech shall at all times maintain its securitization performance to the standards set forth in that certain Master Servicing Agreement dated as of October 9, 2015 (collectively with the Cross-Default Agreement, that certain Escrow Tri-Party Agreement dated as of January 30, 2019, all guaranty agreements, RMBS prospectus documents, escrow agreements, acknowledgment agreements, supplements, addendums, amendments, and related agreements, the "**Ginnie Mae Master Servicing Agreements**") and the Ginnie Mae Mortgage-Backed Securities Guide (the "**Ginnie Mae Guide**" and, together with the Ginnie Mae Master Servicing Agreements, the "**Ginnie Mae Agreements**") as well as to the following supplemental or existing standards:
 - (a) Ditech shall deliver custodial account reconciliations of all P&I and T&I accounts relating to Ginnie Securitized Loans via tapes to Ginnie Mae on or before the 15th day of the month immediately following the reconciliation period;
 - (b) Ditech shall provide Ginnie Mae with a copy of its key employee retention program and key employee incentive program and updates to form HUD 11702, as applicable;
 - (c) Ditech shall provide notice to Ginnie Mae of senior management departures and updates to form HUD 11702, as applicable, as required under the Ginnie Mae Agreements;
 - (d) Ditech shall provide Ginnie Mae with a report identifying the Critical Vendors for the Ginnie Mae guaranteed RMBS portfolio and a contact list of parties (other than document custodians) to whom loan collateral documents have been or are delivered, including ancillary systems and location of any origination, credit, and servicing files, imaging, and records stored in hard copy format;
 - (e) Ditech shall provide all reporting and other securitization information requested by Ginnie Mae, including such additional reports that may be reasonably requested, as currently permitted under the Ginnie Mae Agreements; and
 - (f) Ditech shall keep Ginnie Mae apprised of its ongoing compliance efforts, and will be entitled to apply for and obtain any extensions from Ginnie Mae, in Ginnie Mae's sole discretion, which extensions will not be withheld solely on the basis of Ditech's bankruptcy proceedings. Ditech may not seek extensions of the statutory requirement to obtain mortgage insurance or guaranty for pooled loans or extensions of regulatory requirements. A request to approve a transfer of issuer responsibility is not an extension request.

¹ Capitalized terms used but not otherwise defined in the Motion shall have the meaning ascribed to such term in the Ginnie Mae Agreements (as defined below).

3. Ditech shall maintain response times to file requests timely as is current practice and Ditech will comply with the requisite timelines pursuant to the Ginnie Mae Agreements.
4. Ditech shall timely comply with the Ginnie Mae Buyout Obligations set forth in the Ginnie Mae Agreements.
5. Ditech shall maintain delinquency rates on outstanding pools and loan packages below the threshold levels described in the Ginnie Mae Guide.
6. Ditech shall comply with all the terms and conditions outlined in the Ginnie Mae Notice of Violation dated as of February 8, 2019.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

2019 APR -2 PM 4:44

VARNEL DIGGS,
PLAINTIFFS,

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V.

CAUSE NO. 1:18-CV-974-LY

DITECH FINANCIAL, LLC AND
NICOLE BARTEE,
DEFENDANTS.

ORDER

Before the court is “Court Move to Abate Orders in its Entirety” filed January 4, 2019 (Doc. #6), which seeks to vacate or reconsider the ruling on “Court Motion to Comply,” which was rendered by the Honorable David A. Ezra, Senior United States District Judge, on December 19, 2018 (Doc. #5). Therefore,

IT IS ORDERED that “Court Move to Abate Orders in its Entirety” filed January 4, 2019 (Doc. #6) is **REFERRED** to the Honorable David A. Ezra, Senior United States District Judge, for resolution.

SIGNED this 2nd day of April, 2019.



LEE YEADEL
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

2019 APR -2 PM 4:44

VARNEL DIGGS,

PLAINTIFF,

V.

DITECH FINANCIAL, LLC

DEFENDANTS.

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CAUSE NO. 1:18-CV-974-LY

ORDER

Before the court is the above-styled action. On March 12, 2019, Defendant Ditech Financial, LLC (“Ditech”) filed a “Notice of Bankruptcy Filing and Imposition of Automatic Stay” (Doc. #14), notifying the court that on February 11, 2019, Ditech filed a Voluntary Petition under Chapter 11 of the Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York, Case No. 19-10412-JLG. Therefore, Plaintiff’s claims against Ditech are automatically stayed. *See* 11 U.S.C. § 362(a)(1). Having reviewed the record in this cause and Ditech’s Suggestion of Bankruptcy, the court renders the following.

IT IS ORDERED that Plaintiff Varnel Diggs’s claims and causes of action against Defendant Nicole Bartee are **SEVERED** from this cause into a separate and distinct case to be styled, *Varnel Diggs v. Nicole Bartee*. Any future pleadings, orders, or other filings relating to Diggs and Bartee will be filed in the new, severed cause.

IT IS FURTHER ORDERED that all proceedings against Ditech Financial, LLC are **STAYED** pending further order of the court.

IT IS FURTHER ORDERED that **on or before April 24, 2019**, the parties shall **SHOW CAUSE** in writing why this cause should not be transferred to the United States District Court for the Southern District of New York to be administered by the bankruptcy court of that district.

IT IS FINALLY ORDERED that the style in the case remaining before this court be modified as noted in the style utilized in this order. The clerk and the parties in this case are **FURTHER ORDERED** use the above-referenced style for all future pleadings in this case.

SIGNED this 2nd day of April, 2019.



LEE YEAKEL
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

VARNEL DIGGS,	§	No. 1:18–CV–974–LY (DAE)
	§	
Plaintiff,	§	
	§	
vs.	§	
	§	
DITECH FINANCIAL, LLC, and	§	
NICOLE BARTEE,	§	
	§	
Defendants.	§	
_____	§	

ORDER DENYING MOTION TO RECONSIDER ORDER ON
MOTION TO DISQUALIFY

The matter before the Court is *Pro Se* Plaintiff Varnel Diggs’ “Court Move to Abate Orders in its Entirety.” (Dkt. # 6.) The Court construes the filing as a motion to reconsider the Court’s order denying Plaintiff’s motion to disqualify the district judge assigned to the case. (Dkt. # 5.) On April 2, 2019, this matter was referred to the undersigned for disposition by the Honorable Lee Yeakel. (Dkt. # 15.) After careful consideration of the memorandum filed in support of the motion, the Court, for the following reasons, **DENIES** the motion.

BACKGROUND

On November 13, 2018, Plaintiff, proceeding *pro se*, filed suit against Defendants Ditech Financial, LLC (“Ditech”), and Nicole Bartee. (Dkt. # 1.) Plaintiff’s suit appears to allege claims for negligence per se in relation to a

foreclosure proceeding. (Id.) On December 19, 2019, this Court denied Plaintiff's motion to disqualify District Judge Lee Yeakel,¹ who is assigned to this case. (Dkt. # 5.) At that time, neither Defendant in this case had made an appearance.² Plaintiff sought to disqualify Judge Yeakel on the basis that he did not comply with his judicial duties in this case. (Dkt. # 3.) Plaintiff complained that Judge Yeakel had not ruled on the merits of his complaint in a timely fashion. (Id. at 2.) Plaintiff further complained that Judge Yeakel refused to issue an order granting him relief in this case even though Plaintiff served Defendants and they did not answer within twenty-one days. (Id. at 3.) Plaintiff also alleged judicial misconduct against Judge Yeakel for violating his obligations of impartiality. (Id. at 4.)

The Court denied Plaintiff's motion to qualify on the basis that:

Even assuming Plaintiff has complied with the service requirements in Rule 4 of the Federal Rules of Civil Procedure to effectuate proper service on Defendants, it is Plaintiff who must continue to prosecute his

¹ The motion was captioned "Court Motion Judge to Comply," but was construed by this Court as a motion to disqualify. (See Dkt. # 3.)

² Thereafter, both named Defendants, Ditech and Nicole Bartee, made an appearance in this case. (Dkts. ## 7, 12.) On March 12, 2019, Ditech filed a notice with the Court that it recently filed a Voluntary Petition under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York, Case No. 19-10412-JLG. (Dkt. # 14.) On April 2, 2019, Judge Yeakel ordered that the claims against Defendant Bartee in this case be severed from the claims against Ditech. (Dkt. # 16.) Additionally, the Order stayed the instant case against Ditech. (Id.) The instant order does not affect the stay.

case. For instance, if Defendants were indeed properly served and did not timely file an answer or other responsive pleading within the time required under Rule 12(a)(1)(A) of the Federal Rules of Civil Procedure, Plaintiff must seek further relief from the Court pursuant to the requirements in Rule 55 of the Federal Rules of Civil Procedure for entering default and default judgment.

(Dkt. # 10.) The Court thus denied Plaintiff's motion to disqualify. (Id.) On January 4, 2019, Plaintiff filed the instant motion, which the Court construes as a motion to reconsider the Court's order denying the motion to qualify. (Dkt. # 6.)

ANALYSIS

Plaintiff argues that his motion to disqualify was misconstrued because it was meant to "inform [Judge Yeakel] of a lawful writ before him, his obligation to perform, and that [Plaintiff] demonstrated he is entitled to relief as a matter of law." (Dkt. # 6 at 1.) Plaintiff appears to assert that the Court should have interpreted it as one for summary or default judgment. (Id. at 2.) Nevertheless, Plaintiff asks that Judge Yeakel "properly recuse himself to maintain order of the court, and to eliminate confusion when/if this matter get[s] to higher level courts." (Id.)

The Court finds no basis upon which to reconsider its prior Order denying the motion to disqualify Judge Yeakel. Plaintiff's motion to disqualify was clearly premised on the notion that Judge Yeakel has refused to grant him relief. As the Court discussed in the Order, the responsibility to prosecute the case was on Plaintiff, but the record does not indicate that Plaintiff attempted to comply

with that duty prior to moving to disqualify Judge Yeakel. Although proceeding *pro se*, a liberal reading of Plaintiff's pleadings is the only special treatment afforded *pro se* plaintiffs by the courts. See Callahan v. C.I.R., Civ. A. 99-0295-C-M1, 2000 WL 1141607, at *1 (M.D. La. Apr.10, 2000). As such, *pro se* plaintiffs are required to know their legal rights and abide by all applicable procedural rules. Boswell v. Gov. of Texas, 138 F. Supp. 2d 782, 785 (N.D. Tex. 2000). A *pro se* plaintiff's ignorance of or unfamiliarity with court proceedings does not relieve him of this duty. See Barrow v. New Orleans S.S. Ass'n, 932 F.2d 473, 478 (5th Cir. 1991). Thus, to the extent Plaintiff sought summary or default judgment, he did not comply with the applicable Federal or Local Rules for seeking such relief. Accordingly, the Court will deny Plaintiff's instant motion construed liberally as a motion to reconsider. (Dkt. # 6.)

CONCLUSION

Based on the foregoing, the Court **DENIES** Plaintiff's Motion to Reconsider the Court's Order Denying Motion Disqualify Judge Yeakel. (Dkt. # 6.)

IT IS SO ORDERED.

DATED: Austin, Texas, April 4, 2019.



David Alan Ezra
Senior United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

FILED

19 MAY 16 AM 10:40

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY DMJ
DEPUTY CLERK

VARNEL DIGGS,

PLAINTIFF,

§
§
§
§
§
§
§

V.

CAUSE NO. 1:18-CV-974-LY

DITECH FINANCIAL, LLC

DEFENDANTS.

ORDER

Before the court is the above-styled action. On March 12, 2019, Defendant Ditech Financial, LLC (“Ditech”) filed a “Notice of Bankruptcy Filing and Imposition of Automatic Stay” (Doc. #14), notifying the court that on February 11, 2019, Ditech filed a Voluntary Petition under Chapter 11 of the Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York, Case No. 19-10412-JLG. On April 2, 2019, this court rendered an order that the parties show cause on or before April 24, 2019, as to why this case shouldn’t be transferred to the United States District Court for the Southern District of New York to be administered by the bankruptcy court of that district. To date, no party has responded to the show cause order. Accordingly,

IT IS ORDERED that the above-styled cause is **TRANSFERRED** to the United States District Court for the Southern District of New York.

SIGNED this 15th day of May, 2019.

LEE YEAKEL
UNITED STATES DISTRICT JUDGE

MIME-Version:1.0

From:NYSD_ECF_Pool@nysd.uscourts.gov

To:CourtMail@localhost.localdomain

Bcc:

--Case Participants: S. David Smith (sdsmith@bradley.com), Judge Deborah A. Batts
(battsnydchambers@nysd.uscourts.gov, reportsecf_nysd@nysd.uscourts.gov)

--Non Case Participants:

--No Notice Sent:

Message-Id:22217841@nysd.uscourts.gov

Subject:Activity in Case 1:19-cv-04984-DAB Diggs v. Ditech Financial, LLC Case Transferred
In - District Transfer

Content-Type: text/html

U.S. District Court

Southern District of New York

Notice of Electronic Filing

The following transaction was entered on 5/29/2019 at 2:25 PM EDT and filed on 5/29/2019

Case Name: Diggs v. Ditech Financial, LLC

Case Number: 1:19-cv-04984-DAB

Filer:

Document Number: 19

Docket Text:

**CASE TRANSFERRED IN from the United States District Court – District of Texas Western;
Case Number: 1:18-cv-00974. Original file certified copy of transfer order and docket entries
received. (sjo)**

1:19-cv-04984-DAB Notice has been electronically mailed to:

S. David Smith sdsmith@bradley.com

1:19-cv-04984-DAB Notice has been delivered by other means to:

Varnel Diggs
17111 Copperhead Dr.
Round Rock, TX 78664

The following document(s) are associated with this transaction:

**U.S. District Court [LIVE]
Western District of Texas (Austin)
CIVIL DOCKET FOR CASE #: 1:18-cv-00974-LY**

Internal Use Only

Diggs v. Ditech Financial, LLC
Assigned to: Judge Lee Yeakel
Demand: \$10,000

Date Filed: 11/13/2018
Jury Demand: None
Nature of Suit: 240 Torts to Land
Jurisdiction: Federal Question

Related Cases: [1:16-cv-00828-LY](#)
[1:19-cv-00374-LY](#)

Cause: 28:1331 Fed. Question: Tort Action

Plaintiff

Varnel Diggs

represented by **Varnel Diggs**
17111 Copperhead Dr.
Round Rock, TX 78664
PRO SE

V.

Defendant

Ditech Financial, LLC

represented by **S. David Smith**
Bradley
600 Travis Street
Suite 4800
Houston, TX 77002
713-526-6307
Fax: 713-576-0301
Email: sdsmith@bradley.com
ATTORNEY TO BE NOTICED

Defendant

Nicole Bartee

TERMINATED: 04/02/2019

represented by **Lisa Large Cockrell**
Codilis & Stawiarski, P.C.
400 N. Sam Houston Pkwy E. Suite 900A
Houston, TX 77060
(281) 925-5243
Fax: 281/925-5300
Email: lisa.cockrell@tx.cslegal.com
TERMINATED: 04/02/2019
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Counter Plaintiff

Ditech Financial, LLC

represented by **S. David Smith**
(See above for address)
ATTORNEY TO BE NOTICED

V.

Counter Defendant

Varnel Diggs

Date Filed	#	Docket Text
11/13/2018	<u>1</u>	COMPLAINT (Filing fee \$ 400 receipt number 100034484), filed by Varnel Diggs. (Attachments: # <u>1</u> Execution of Instrument, # <u>2</u> Appendix, # <u>3</u> Exhibit A, # <u>4</u> Exhibit B, # <u>5</u> Exhibit C, # <u>6</u> Civil Cover Sheet and Receipt)(cj) (Entered: 11/13/2018)
11/13/2018	<u>1</u>	Case assigned to Judge Lee Yeakel. CM WILL NOW REFLECT THE JUDGE INITIALS AS PART OF THE CASE NUMBER. PLEASE APPEND THESE JUDGE INITIALS TO THE CASE NUMBER ON EACH DOCUMENT THAT YOU FILE IN THIS CASE. (cj) (Entered: 11/13/2018)
11/21/2018	<u>2</u>	NOTICE of Filing Affidavit of Service by Varnel Diggs. (lt) (Entered: 11/26/2018)
12/12/2018	<u>3</u>	Court Motion Judge to Comply by Varnel Diggs. (lt) (Entered: 12/12/2018)
12/18/2018	<u>4</u>	ORDER REFERRING MOTION: <u>3</u> MOTION Court Motion Judge to Comply filed by Varnel Diggs. Signed by Judge Lee Yeakel. Referral to: Judge David A. Ezra. (lt) (Entered: 12/18/2018)
12/19/2018	<u>5</u>	ORDER DENYING Plaintiff's <u>3</u> Motion to Disqualify Judge Yeakel. Signed by Judge David A. Ezra. (lt) (Entered: 12/19/2018)
12/19/2018	<u>1</u>	Motion No Longer Referred: <u>3</u> MOTION Court Motion Judge to Comply (lt) (Entered: 12/19/2018)
01/04/2019	<u>6</u>	MOTION <i>Court Move to Abate Orders In Its Entirety</i> by Varnel Diggs. (lt) (Entered: 01/04/2019)
01/08/2019	<u>7</u>	DEFENDANT DITECH FINANCIAL, LLC'S ANSWER to <u>1</u> Complaint AFFIRMATIVE DEFENSES AND. Attorney S. David Smith added to party Ditech Financial, LLC(pty:dft), COUNTERCLAIM against Varnel Diggs by Ditech Financial, LLC.(Smith, S.) (Entered: 01/08/2019)
01/10/2019	<u>8</u>	NOTICE of Filing <i>First, Action for Writ of Mandate</i> by Varnel Diggs (lt) (Entered: 01/11/2019)
01/10/2019	<u>9</u>	NOTICE of Filing <i>First, Action for Writ of Mandate</i> by Varnel Diggs. (lt) (Entered: 01/11/2019)
01/28/2019	<u>10</u>	MOTION to Abate Counter-claim in its Entirety by Varnel Diggs. (lt) (Entered: 01/28/2019)
01/28/2019	<u>11</u>	NOTICE of Filing <i>Intent to File Violations to State Commission on Judicial Conduct</i> by Varnel Diggs (lt) (Entered: 01/28/2019)
02/07/2019	<u>12</u>	MOTION to Dismiss by Nicole Bartee. (Cockrell, Lisa) (Entered: 02/07/2019)
02/21/2019	<u>13</u>	RESPONSE to Motion, filed by Varnel Diggs, re <u>12</u> MOTION to Dismiss filed by Defendant Nicole Bartee (Attachments: # <u>1</u> Execution of Instrument, # <u>2</u> Exhibit A # <u>3</u> Envelope (cj). (Entered: 02/21/2019)
03/12/2019	<u>14</u>	NOTICE of <i>Bankruptcy Filing and Imposition of Automatic Stay</i> by Ditech Financial, LLC (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B)(Smith, S.) (Entered: 03/12/2019)
04/02/2019	<u>15</u>	ORDER REFERRING MOTION: <u>6</u> MOTION Court Move to Abate Orders In Its Entirety filed by Varnel Diggs. Signed by Judge Lee Yeakel. Referral Judge: David A. Ezra. (cj) (Entered: 04/03/2019)

Case Transfer In Page 4 of 4

04/02/2019	<u>16</u>	ORDERED that Plaintiff Varnel Diggs's claims and causes of action against Defendant Nicole Bartee are SEVERED from this cause into a separate and distinct case to be styled, Varnel Diggs v. Nicole Bartee. Any future pleadings, orders, or other filings relating to Diggs and Bartee will be filed in the new, severed cause. Signed by Judge Lee Yeakel. (cj) (Entered: 04/03/2019)
04/02/2019	<u>I</u>	(Court only) ***Set Flag all proceedings against Ditech Financial, LLC are STAYED pending further order of the court*** (Entered: 04/03/2019)
04/02/2019	<u>I</u>	Show Cause Response due by 4/24/2019, (cj) (Entered: 04/03/2019)
04/02/2019	<u>I</u>	(Court only) *** Party Nicole Bartee terminated. Attorney Lisa Large Cockrell terminated., ***Motions terminated: <u>12</u> MOTION to Dismiss filed by Nicole Bartee. (cj) (Entered: 04/03/2019)
04/04/2019	<u>17</u>	ORDER DENYING <u>6</u> Motion to Reconsider Order. Signed by Judge David A. Ezra. (cj) (Entered: 04/04/2019)
04/04/2019	<u>I</u>	Motions No Longer Referred: <u>6</u> MOTION Court Move to Abate Orders In Its Entirety (cj) (Entered: 04/04/2019)
05/16/2019	<u>18</u>	ORDER Transferring Case. Case Transferred to the Southern District of New York.. Signed by Judge Lee Yeakel. (afd) (Entered: 05/16/2019)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MISC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC# _____
DATE FILED: 2-1-2012

12 MISC 00032

In the Matter of:

Standing Order of Reference
Re: Title 11

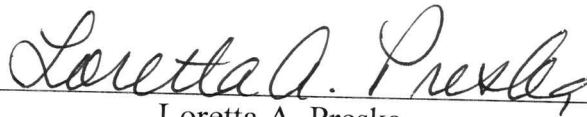
: AMENDED
: STANDING ORDER
: OF REFERENCE
:
:
:

M10-468

Pursuant to 28 U.S.C. Section 157(a) any or all cases under title 11 and any or all proceedings arising under title 11 or arising in or related to a case under title 11 are referred to the bankruptcy judges for this district.

If a bankruptcy judge or district judge determines that entry of a final order or judgment by a bankruptcy judge would not be consistent with Article III of the United States Constitution in a particular proceeding referred under this order and determined to be a core matter, the bankruptcy judge shall, unless otherwise ordered by the district court, hear the proceeding and submit proposed findings of fact and conclusions of law to the district court. The district court may treat any order of the bankruptcy court as proposed findings of fact and conclusions of law in the event the district court concludes that the bankruptcy judge could not have entered a final order or judgment consistent with Article III of the United States Constitution.

SO ORDERED.



Loretta A. Preska
Chief Judge

Dated: New York, New York
January 31, 2012

CLOSED,BKREF,ECF,PRO-SE

U.S. District Court
Southern District of New York (Foley Square)
CIVIL DOCKET FOR CASE #: 1:19-cv-04984-AJN
Internal Use Only

Diggs v. Ditech Financial, LLC

Date Filed: 05/29/2019

Assigned to: Judge Alison J. Nathan

Date Terminated: 06/04/2019

Demand: \$10,000

Jury Demand: None

Case in other court: Texas Western, 1:18-cv-00974

Nature of Suit: 240 Torts to Land

Cause: 28:1331tt Fed. Question: Tort Action

Jurisdiction: Federal Question

Plaintiff**Varnel Diggs**represented by **Varnel Diggs**17111 Copperhead Dr.
Round Rock, TX 78664
PRO SE

V.

Defendant**Ditech Financial LLC**represented by **S. David Smith**Bradley
600 Travis Street
Suite 4800
Houston, TX 77002
713-526-6307
Fax: 713-576-0301
Email: sdsmith@bradley.com
*ATTORNEY TO BE NOTICED***Counter Claimant****Ditech Financial LLC**represented by **S. David Smith**(See above for address)
ATTORNEY TO BE NOTICED




V.






Counter Defendant

Varnel Diggs

Date Filed	#	Docket Text
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12/12/2018	3	Court Motion Judge to Comply by Varnel Diggs. (lt) [Transferred from Texas Western on 5/29/2019.] (Entered: 12/12/2018)
12/18/2018	4	ORDER REFERRING MOTION: 3 MOTION Court Motion Judge to Comply filed by Varnel Diggs. Signed by Judge Lee Yeakel. Referral to: Judge David A. Ezra. (lt) [Transferred from Texas Western on 5/29/2019.] (Entered: 12/18/2018)
12/19/2018	5	ORDER DENYING Plaintiff's 3 Motion to Disqualify Judge Yeakel. Signed by Judge David A. Ezra. (lt) [Transferred from Texas Western on 5/29/2019.] (Entered: 12/19/2018)
12/19/2018		Motion No Longer Referred: 3 MOTION Court Motion Judge to Comply (lt) [Transferred from Texas Western on 5/29/2019.] (Entered: 12/19/2018)
01/04/2019	6	MOTION <i>Court Move to Abate Orders In Its Entirety</i> by Varnel Diggs. (lt) [Transferred from Texas Western on 5/29/2019.] (Entered: 01/04/2019)

01/08/2019	7	<i>DEFENDANT DITECH FINANCIAL, LLC'S ANSWER to 1 Complaint AFFIRMATIVE DEFENSES AND. Attorney S. David Smith added to party Ditech Financial, LLC(pty:dft), COUNTERCLAIM against Varnel Diggs by Ditech Financial, LLC.(Smith, S.)</i> [Transferred from Texas Western on 5/29/2019.] (Entered: 01/08/2019)
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01/28/2019	11	NOTICE of Filing <i>Intent to File Violations to State Commission on Judicial Conduct</i> by Varnel Diggs (lt) [Transferred from Texas Western on 5/29/2019.] (Entered: 01/28/2019)
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02/21/2019	13	RESPONSE to Motion, filed by Varnel Diggs, re 12 MOTION to Dismiss filed by Defendant Nicole Bartee (Attachments: # 1 Execution of Instrument, # 2 Exhibit A # 3 Envelope (cj). [Transferred from Texas Western on 5/29/2019.] (Entered: 02/21/2019)
03/12/2019	14	NOTICE of <i>Bankruptcy Filing and Imposition of Automatic Stay</i> by Ditech Financial, LLC (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Smith, S.) [Transferred from Texas Western on 5/29/2019.] (Entered: 03/12/2019)
04/02/2019	15	ORDER REFERRING MOTION: 6 MOTION Court Move to Abate Orders In Its Entirety filed by Varnel Diggs. Signed by Judge Lee Yeakel. Referral Judge: David A. Ezra. (cj) [Transferred from Texas Western on 5/29/2019.] (Entered: 04/03/2019)

04/02/2019	16	ORDERED that Plaintiff Varnel Diggs's claims and causes of action against Defendant Nicole Bartee are SEVERED from this cause into a separate and distinct case to be styled, Varnel Diggs v. Nicole Bartee. Any future pleadings, orders, or other filings relating to Diggs and Bartee will be filed in the new, severed cause. Signed by Judge Lee Yeakel. (cj) [Transferred from Texas Western on 5/29/2019.] (Entered: 04/03/2019)
04/02/2019		(Court only) ***Set Flag all proceedings against Ditech Financial, LLC are STAYED pending further order of the court*** [Transferred from Texas Western on 5/29/2019.] (Entered: 04/03/2019)
04/02/2019		Show Cause Response due by 4/24/2019, (cj) [Transferred from Texas Western on 5/29/2019.] (Entered: 04/03/2019)
04/02/2019		(Court only) *** Party Nicole Bartee terminated. Attorney Lisa Large Cockrell terminated., ***Motions terminated: 12 MOTION to Dismiss filed by Nicole Bartee. (cj) [Transferred from Texas Western on 5/29/2019.] (Entered: 04/03/2019)
04/04/2019	17	ORDER DENYING 6 Motion to Reconsider Order. Signed by Judge David A. Ezra. (cj) [Transferred from Texas Western on 5/29/2019.] (Entered: 04/04/2019)
04/04/2019		Motions No Longer Referred: 6 MOTION Court Move to Abate Orders In Its Entirety (cj) [Transferred from Texas Western on 5/29/2019.] (Entered: 04/04/2019)
05/16/2019	18	ORDER Transferring Case. Case Transferred to the Southern District of New York.. Signed by Judge Lee Yeakel. (afd) [Transferred from Texas Western on 5/29/2019.] (Entered: 05/16/2019)
05/29/2019	 19	CASE TRANSFERRED IN from the United States District Court - District of Texas Western; Case Number: 1:18-cv-00974. Original file certified copy of transfer order and docket entries received. (sjo) (Entered: 05/29/2019)
05/29/2019		Case Designated ECF. (sjo) (Entered: 05/29/2019)
05/29/2019		NOTE TO OUT OF STATE ATTORNEYS: Please visit the Court's website at http://www.nysd.uscourts.gov for information regarding admission to the S.D.N.Y. Bar and the CM/ECF Rules & Filing Instructions. (sjo) (Entered: 05/29/2019)

		05/29/2019)
05/29/2019	20	ORDER REFERRING CASE to Bankruptcy Court as related to Bankruptcy Court Case No. 19-10412. (Signed by Judge Loretta A. Preska on 1/31/2012) (sjo) (Entered: 05/29/2019)
05/29/2019		Transmission to the Civil Case Openings Clerk. Transmitted re: 20 Order Referring Case to Bankruptcy Court, to the Civil Case Openings Clerk for case processing. (sjo) (Entered: 05/29/2019)
05/30/2019		(Court only) ***Staff Notes: Waiting for guidance as to when to transfer this case to USBC. (gp) (Entered: 05/30/2019)
05/30/2019		(Court only) *** Set/Clear Flags *** Added flag(s):PRO-SE. (sjo) (Entered: 05/30/2019)
05/30/2019		(Court only) *** Set/Clear Flags *** Added flag(s):PRO-SE REVIEW. (sjo) (Entered: 05/30/2019)
05/30/2019		(Court only) Pro Se Staff Attorney J. Giovanni [Telephone Extension 0689] assigned case. Pro Se Staff Attorney Flag PSA-Giovanni set. Pro Se Staff Attorney Action (Screening Memo to Judge/Sua Sponte Order to Dismiss, Amend or Transfer, or Order to Answer) due by 7/1/2019. (sjo) (Entered: 05/30/2019)
06/03/2019		NOTICE OF CASE REASSIGNMENT to Judge Alison J. Nathan. Judge Unassigned is no longer assigned to the case. (jc) (Entered: 06/03/2019)
06/03/2019		Magistrate Judge James L. Cott is so designated. Pursuant to 28 U.S.C. Section 636(c) and Fed. R. Civ. P. 73(b)(1) parties are notified that they may consent to proceed before a United States Magistrate Judge. Parties who wish to consent may access the necessary form at the following link: http://nysd.uscourts.gov/forms.php . (jc) (Entered: 06/03/2019)
06/03/2019		(Court only) Pro Se Staff Attorney Assignment Completed. (jjg) (Entered: 06/03/2019)
06/04/2019		CASE TRANSFERRED OUT from the U.S.D.C. Southern District of New York to the United States Bankruptcy Court - Southern District of New York. (gp) (Entered: 06/04/2019)