

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re:

DITECH HOLDING CORPORATION, et al.,

Debtors.

(Chapter 11, Case No. 19-10412 (JLG))

JAN N. EVOLA,

Debtor and Plaintiff,

v.

DITECH HOLDING CORPORATION (f/k/a WALTER INVESTMENT MANAGEMENT CORP.);

WILMINGTON SAVINGS FUND SOCIETY, FSB, d/b/a CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUST FOR PRETIUM MORTGAGE ACQUISITION TRUST; and

U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2 ACQUISITION TRUST,

Robertson, Anschutz, Schneid, Crane & Partners, PLLC

Defendants.

Adv. Proc. No. ____ (____)

ADVERSARY COMPLAINT

(Seeking Avoidance, Declaratory, and Injunctive Relief under 11 U.S.C. §§ 105, 362, 502, 524, 549–551, 1141, and Related Provisions)

INTRODUCTION

1. Plaintiffs Jan N. Evola and Maurice Evola (“Plaintiffs” or “Debtors”) bring this adversary proceeding to enforce this Court’s exclusive jurisdiction, automatic-stay protections, cash-management and servicing orders, and the discharge and plan injunction entered in *In re Ditech Holding Corp.*, Case No. 19-10412 (JLG).
2. This action arises from unauthorized post-petition and post-confirmation transfers, assignments, and foreclosure actions concerning Plaintiffs’ mortgage loan (the “Evola Loan”) while Ditech and its predecessor, Walter Investment Management Corp./Green Tree, were debtors-in-possession and subject to this Court’s orders.

3. Because these assignments and foreclosure efforts occurred without Court approval, without relief from stay, and in violation of §§ 362, 549, and 1141, they are void ab initio. Plaintiffs seek declaratory and avoidance relief, recovery of transferred interests under §§ 549–550, and sanctions for violations of the automatic stay and plan injunction

JURISDICTION AND VENUE

4. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 1334(a) and (b). Under 28 U.S.C. § 1334(e)(1), this Court exercises exclusive jurisdiction over all property of the Ditech bankruptcy estate, including the Evola Loan, any asserted servicing rights, and any proceeds or assignments relating thereto.
5. This matter constitutes a core proceeding under 28 U.S.C. § 157(b)(2)(A), (E), (G), (K), and (O) because it seeks enforcement of the automatic stay, avoidance and recovery of unauthorized post-petition transfers, determination of the validity of liens and interests in estate property, and interpretation and enforcement of this Court’s prior orders and the confirmed Plan.
6. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409, as this proceeding arises in and relates to the Ditech Chapter 11 case pending before this Court.

PARTIES

7. Plaintiffs Jan N. Evola and Maurice Evola are individual homeowners and Chapter 7 debtors in the District of New Jersey, and the borrowers under the Evola Loan.
8. Ditech Holding Corporation, formerly known as Walter Investment Management Corp. and Green Tree Servicing LLC, is the reorganized debtor in this Court’s Chapter 11 proceeding and was a debtor-in-possession during all material times.
9. Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, not individually but as Trustee for Pretium Mortgage Acquisition Trust (“WSFS”), claims an interest in the Evola Loan through an assignment executed during Ditech’s bankruptcy without Court approval.
10. U.S. Bank Trust National Association, solely as Owner Trustee for RCF 2 Acquisition Trust, asserts successor interests arising from a later assignment also made without authorization from this Court.

11. Robertson, Anschutz, Schneid, Crane & Partners, PLLC (“RAS”) is a law firm that represented Ditech, Wilmington Savings Fund Society, FSB, and U.S. Bank Trust National Association in foreclosure-related proceedings involving the Evola Loan. RAS maintains offices throughout the United States, including in New Jersey, and regularly appears as foreclosure counsel in state and federal courts.
12. Plaintiffs executed a promissory note and mortgage on their New Jersey residence (the “Evola Loan”).
13. Walter Investment Management Corp.—parent of Green Tree Servicing LLC/Ditech—filed Chapter 11 on November 30, 2017 and later emerged as Ditech Holding Corp. on or about February 11, 2018. (Ex. A.)
14. Upon filing, all mortgage-servicing rights, foreclosure rights, receivables, and enforcement claims relating to the Evola Loan became property of the bankruptcy estate under 11 U.S.C. §§ 541 and 1107, and fell under the exclusive jurisdiction of this Court pursuant to 28 U.S.C. § 1334(e)(1). No enforcement or transfer of the Evola Loan could lawfully occur without this Court’s authorization.
15. The New Jersey foreclosure action had been administratively dismissed on August 12, 2017.
16. After the Walter/Ditech bankruptcy filing—and without obtaining stay relief or authorization from this Court—Ditech, through its foreclosure counsel Robertson, Anschutz, Schneid, Crane & Partners (“RAS”):
 - a. filed a motion to reinstate the dismissed foreclosure on December 29, 2017 (Ex. B);
 - b. filed a reply brief in further support on January 29, 2018 (Ex. C);
 - c. filed for final judgment on February 23, 2018 despite failing to schedule the Evola Loan; and
 - d. secured entry of a Final Judgment of Foreclosure on March 23, 2018 (Ex. D).
17. These filings constituted unlawful attempts to enforce and exercise control over estate property in violation of 11 U.S.C. § 362(a)(1), (3), and (5) and were void ab initio under controlling law.
18. While still a debtor-in-possession, subject to the automatic stay and cash-management restrictions, Ditech executed and recorded an assignment of the Evola mortgage to WSFS on September 13, 2018 (Ex. E), even though:

- a. no stay relief had been granted;
 - b. no Court authorization existed;
 - c. the Evola Loan was never disclosed in schedules or servicing transfer lists; and
 - d. the assignment reflected \$0.00 consideration and did not transfer the promissory note.
19. No transfer of the Evola Loan was ever approved under this Court's Interim Orders, Cash-Management Orders, or the Final Forward-Servicing Order, each of which declared unauthorized transfers "null and void ab initio."
20. WSFS never filed a proof of claim, never sought stay relief, and never received approval from this Court to acquire or enforce any interest in the Evola Loan.
21. Compounding these defects, RAS simultaneously appeared in Plaintiffs' personal bankruptcy as counsel for WSFS asserting that WSFS was the creditor, while continuing to prosecute the New Jersey foreclosure on behalf of Ditech. These irreconcilable creditor representations underscore that no authorized transfer ever occurred and confirm RAS's actual knowledge of the ongoing bankruptcy and its jurisdictional restrictions.
22. On February 11, 2019, Ditech filed its second Chapter 11 case in this Court. (Ex. F.)
23. Upon filing, this Court again entered Interim Orders, Cash-Management Orders, and the Final Forward-Servicing Order, each of which strictly prohibited any transfer, assignment, or disposition of mortgage loans or servicing rights without prior Court approval.
24. On September 26, 2019, this Court entered the Confirmation Order and Third Amended Plan, which imposed a permanent injunction under 11 U.S.C. § 1141 and expressly reserved to this Court exclusive jurisdiction to determine the validity of any asserted loan ownership, servicing rights, or enforcement authority.
25. The Forward-Loan Sale Schedules, Reverse-Mortgage Schedules, Asset Purchase Agreements, and Unclaimed Borrower Funds Orders confirm that the Evola Loan was not included in any authorized transfer and continued to constitute property of the estate.
26. Despite the automatic stay, the servicing orders, and the Plan injunction, foreclosure activity in New Jersey continued unabated, carried out by RAS on behalf of parties who lacked any authorized interest in the Evola Loan.
27. On November 30, 2023, a Sheriff's Sale occurred "on behalf of Ditech," even though:
- a. Ditech had no lawful right to enforce the Evola Loan;

- b. no transfer of the Evola Loan had ever been approved; and
 - c. the Plan injunction expressly barred such actions.
28. WSFS purchased the property at that sale, despite not being an authorized transferee of estate property under any order of this Court.
29. On April 4, 2025, WSFS executed a further assignment of the Evola mortgage to U.S. Bank as Owner Trustee for RCF 2 Acquisition Trust—again without this Court’s authorization and without transferring the promissory note.
30. No Defendant ever sought or obtained relief from the automatic stay, modification of the cash-management orders, or relief from the Plan injunction as required by 11 U.S.C. §§ 362, 549, and 1141.
31. Accordingly, all foreclosure filings, reinstatement motions, certifications, judgments, assignments, and sheriff’s-sale activity occurring after November 30, 2017—including all filings submitted by RAS—constituted void actions taken in violation of the automatic stay.
32. All post-petition transfers of the Evola Loan—including the 2018 assignment to WSFS, the 2023 sheriff’s sale, and the 2025 assignment to U.S. Bank—are avoidable and recoverable under 11 U.S.C. §§ 549–550.
33. All post-confirmation foreclosure and enforcement actions violated the § 1141 Plan injunction and exceeded the jurisdiction of the New Jersey courts.
34. Because the Evola Loan was never scheduled for sale, never authorized for transfer, and expressly remained estate property, every purported assignment, enforcement action, or foreclosure activity is void ab initio under federal bankruptcy law.

**COUNT I — VIOLATION OF THE AUTOMATIC STAY(11
U.S.C. § 362(a))**

35. Plaintiffs repeat and reallege all preceding paragraphs as if fully set forth herein.
36. Upon Walter/Ditech’s bankruptcy filings in 2017 and 2019, the Evola Loan—including the note, mortgage, servicing rights, and enforcement rights—became property of the estate under 11 U.S.C. §§ 541 and 1107 and fell within this Court’s exclusive jurisdiction under 28 U.S.C. § 1334(e)(1).
37. Under 11 U.S.C. § 362(a)(1), (3), and (5), the automatic stay prohibited any act to:
- a. commence or continue a judicial, administrative, or other action against the debtor;

- b. exercise control over estate property; or
- c. enforce a lien against estate property.

39. Despite the stay, Ditech, through RAS acting as its foreclosure counsel, reinstated the previously dismissed New Jersey foreclosure, filed multiple pleadings seeking judgment, and obtained a Final Judgment of Foreclosure—all without relief from stay and in direct violation of § 362(a).

40. While a debtor-in-possession, Ditech executed and recorded a purported assignment of the Evola mortgage to WSFS on September 13, 2018, despite:

- a. the automatic stay,
- b. cash-management restrictions,
- c. the absence of Court authorization, and
- d. the assignment listing \$0.00 consideration and failing to transfer the note.

41. Each such act was an unlawful exercise of control over estate property in violation of § 362(a)(3).

42. WSFS and U.S. Bank thereafter relied on this unauthorized, void assignment to prosecute foreclosure and conduct a Sheriff's Sale, again without seeking relief from stay or obtaining approval from this Court.

43. RAS contemporaneously appeared in Plaintiffs' personal bankruptcy as counsel for WSFS, asserting WSFS was the creditor, while continuing to file foreclosure documents in New Jersey on behalf of Ditech. These irreconcilable creditor assertions demonstrate actual knowledge of the ongoing bankruptcy cases and confirm that Defendants acted with full awareness of the stay.

44. Defendants' conduct—including reinstating the foreclosure, filing certifications, pursuing judgment, executing assignments, participating in the Sheriff's Sale, and enforcing the mortgage after the petition dates—constitutes willful violations of the automatic stay.

45. Acts taken in violation of the automatic stay are void ab initio in this Circuit.

Accordingly, the reinstatement of the foreclosure, the Final Judgment of Foreclosure, the Sheriff's Sale conducted on November 30, 2023, and all assignments or enforcement actions occurring on or after November 30, 2017 are void and without legal effect.

46. Plaintiffs are entitled to:

- a. a declaration that all such actions are void;
- b. rescission and unwinding of the Sheriff's Sale;
- c. sanctions and attorneys' fees pursuant to § 362(k); and
- d. such other relief as the Court deems just and proper.

COUNT II — AVOIDANCE OF UNAUTHORIZED POST-PETITION TRANSFERS (11 U.S.C. §§ 549(a) and 550)

47. Plaintiffs repeat and reallege all preceding paragraphs as if set forth fully herein.

48. Under 11 U.S.C. § 549(a), a trustee or debtor may avoid any post-petition transfer of property of the estate that is:

- a. not authorized by the Bankruptcy Court,
- b. not permitted under the Bankruptcy Code, and
- c. not in the ordinary course of the debtor's business.

49. The Evola Loan including the promissory note, mortgage, servicing rights, and foreclosure rights became property of the Ditech estate immediately upon its bankruptcy filings in 2017 and again in 2019.

50. This Court's Interim Orders, Cash-Management Orders, and Final Forward-Servicing Order expressly prohibited any transfer, sale, assignment, or disposition of estate property, including mortgage loans and servicing rights, without prior Court approval, and declared any unauthorized transfer "null and void ab initio."

51. On September 13, 2018, while Ditech was a debtor-in-possession and subject to the automatic stay and servicing orders, Ditech executed and recorded an assignment of the

Evola mortgage to WSFS. This assignment was:

- a. executed without Court authorization;
- b. never disclosed in schedules or transfer filings;
- c. listed \$0.00 consideration; and
- d. did not transfer the promissory note.

52. Accordingly, the transfer constituted an unauthorized post-petition transfer of estate property avoidable under § 549(a).

53. WSFS thereafter conducted further unauthorized transfers, including the transfer of purported foreclosure rights and the taking of title at a sheriff's sale on November 30, 2023, even though:

- a. Ditech had no authorized right to enforce the Evola Loan;
- b. WSFS was never approved as a transferee; and
- c. the Evola Loan was not part of any approved sale schedule.

54. The Sheriff's Sale was therefore an unauthorized transfer of estate property avoidable under § 549(a).

55. On April 4, 2025, WSFS executed yet another assignment—this time to U.S. Bank as Owner Trustee for RCF 2 Acquisition Trust—again without any authorization from this Court and again without transferring the promissory note. This transfer likewise violated § 549(a).

56. At all relevant times, RAS facilitated, prepared, prosecuted, or relied upon these unauthorized transfers by filing foreclosure documents, certifications, and enforcement pleadings premised on such void assignments, despite having actual knowledge of the bankruptcy proceedings and the Court's restrictions.

57. Because the Evola Loan was never scheduled for sale, never included in any authorized transfer, and expressly remained property of the estate, each post-petition assignment, foreclosure action, and sheriff's sale constituted an unauthorized disposition of estate property within the meaning of § 549(a).

58. Under 11 U.S.C. § 550(a), Plaintiffs are entitled to recover the transferred property (the Evola Loan and real property interests) or the value thereof from:

- a. the initial transferee (WSFS),

- b. any subsequent transferee (U.S. Bank), and
- c. any entity for whose benefit the transfer was made.

59. Plaintiffs request that the Court:

- a. avoid each post-petition transfer pursuant to § 549;
- b. order turnover of the property or its value under § 550;
- c. rescind the Sheriff's Sale; and
- d. grant such further relief as is just and proper.

COUNT III — AVOIDANCE OF FRAUDULENT TRANSFERS (11 U.S.C. § 548(a)(1)(A) & (B))

60. Plaintiffs repeat and reallege all preceding paragraphs as if fully set forth herein.

61. Under 11 U.S.C. § 548(a)(1), a transfer of an interest of the debtor in property may be avoided if the transfer was made:

- a. with actual intent to hinder, delay, or defraud creditors (§ 548(a)(1)(A)); or
- b. for less than reasonably equivalent value while the debtor was insolvent or became insolvent as a result (§ 548(a)(1)(B)).

62. The Evola Loan—including the note, mortgage, foreclosure rights, and servicing rights—was property of the Ditech estate at all times relevant to the transfers described herein.

63. On September 13, 2018, while Ditech was a debtor-in-possession subject to the automatic stay, cash-management restrictions, and this Court's servicing orders, Ditech executed and recorded a purported assignment of the Evola mortgage to WSFS.

64. This transfer was fraudulent under § 548(a)(1)(A) because it was:

- a. made after the petition date,
- b. executed without Court approval or disclosure,
- c. listed \$0.00 consideration,
- d. made while Ditech was insolvent, and

- e. failed to transfer the promissory note, thereby concealing the true ownership status and misleading courts and borrowers.
65. The assignment was also fraudulent under § 548(a)(1)(B) because Ditech received no value whatsoever, and the transfer diminished the estate to the detriment of creditors.
66. On November 30, 2023, a Sheriff’s Sale of Plaintiffs’ property occurred “on behalf of Ditech,” even though:
- a. Ditech had no authorized right to enforce the Evola Loan;
 - b. WSFS had never lawfully acquired the Evola Loan; and
 - c. the Evola Loan was not included in any approved sale schedule.
67. The Sheriff’s Sale constituted a fraudulent disposition of estate property, as it relied entirely on the void 2018 assignment, was conducted pursuant to a judgment entered in violation of the automatic stay, and transferred Plaintiffs’ property for far less than reasonably equivalent value.
68. On April 4, 2025, WSFS executed a further assignment purporting to transfer the Evola mortgage to U.S. Bank as Owner Trustee for RCF 2 Acquisition Trust.
69. This transfer was fraudulent under § 548(a)(1)(A) because:
- a. WSFS never lawfully acquired the Evola Loan,
 - b. the transfer relied on a void chain of title,
 - c. the promissory note was never transferred,
 - d. the transfer occurred after the Ditech Plan injunction, and
 - e. it was made to conceal ongoing defects and avoid bankruptcy oversight.
70. It was also fraudulent under § 548(a)(1)(B) because WSFS provided no value to the estate, U.S. Bank provided no reasonably equivalent value, and the transfer further eroded estate assets.

71. Throughout the 2018–2025 period, RAS knowingly filed foreclosure documents in New Jersey on behalf of Ditech, while simultaneously appearing in Plaintiffs’ personal bankruptcy on behalf of WSFS, asserting irreconcilable creditor positions.

71. This conduct constitutes a classic badge of fraud, demonstrating:

- a. concealment of true ownership of estate property,
- b. evasion of this Court’s oversight,
- c. intent to hinder bankruptcy administration, and
- d. participation in transfers lacking economic substance or lawful authority.

72. The 2018 assignment to WSFS, the 2023 Sheriff’s Sale, and the 2025 assignment to U.S. Bank were each:

- a. post-petition,
- b. unauthorized,
- c. made for no or inadequate consideration,
- d. executed while Ditech was insolvent, and
- e. designed to hinder, delay, or defraud creditors and evade this Court’s jurisdiction.

73. Plaintiffs are therefore entitled to avoidance of each transfer under § 548(a).

74. Under 11 U.S.C. § 550(a), Plaintiffs are entitled to recover the transferred property (including title to the real property) or the value thereof from:

- a. the initial transferee (WSFS),
- b. any subsequent transferee (U.S. Bank), and
- c. any entity for whose benefit such transfers were made.

75. Plaintiffs request that the Court:
- a. avoid the fraudulent transfers;
 - b. order turnover or rescission under § 550;
 - c. vacate and unwind the Sheriff's Sale; and
 - d. grant such other relief as is just and proper.

COUNT IV — VIOLATION OF THE PLAN INJUNCTION AND CONFIRMATION ORDER (11 U.S.C. § 1141(a), (b), (c));

77. Plaintiffs repeat and reallege all preceding paragraphs as if fully set forth herein.
78. On September 26, 2019, this Court entered the Order Confirming the Third Amended Joint Plan of Reorganization of Ditech Holding Corporation and its Affiliated Debtors (the "Confirmation Order").
79. Under 11 U.S.C. § 1141(a)–(c) and the Confirmation Order, all entities—including creditors, loan purchasers, servicers, foreclosure counsel, and successors—were bound by the Plan and permanently enjoined from:
- a. asserting or enforcing pre-confirmation claims against Ditech or its property;
 - b. interfering with estate assets including mortgage loans not approved for sale; and
 - c. taking any action inconsistent with the Plan, Sale Orders, or servicing restrictions.
80. The Confirmation Order expressly reserved to this Court exclusive jurisdiction to interpret, enforce, and remedy violations of:
- a. the Plan and Plan injunction,
 - b. the Forward and Reverse Sale Orders,
 - c. the Cash-Management and Servicing Orders, and
 - d. all determinations concerning estate property or loan-ownership disputes.
81. The Forward and Reverse Sale Schedules, Asset Purchase Agreements, and Servicing Orders conclusively establish that:

- a. the Evola Loan was not included in any scheduled loan sale;
- b. Ditech retained ownership and servicing obligations post-confirmation;
- c. no assignment of the Evola Loan was listed, noticed, or approved; and
- d. the Evola Loan remained property of the estate and under this Court's exclusive jurisdiction.

82. Accordingly, any post-confirmation assignment, enforcement effort, or foreclosure action concerning the Evola Loan was prohibited under § 1141 and the Plan injunction.

83. Despite the Confirmation Order and the permanent injunction, Defendants—including WSFS, U.S. Bank, and RAS—continued to assert ownership and enforcement rights over the Evola Loan.

84. These violations include, but are not limited to:

- a. continuing the New Jersey foreclosure action post-confirmation;
- b. executing and recording assignments based on a void, preconfirmation chain of title;
- c. pursuing judgment enforcement, writs, and sale activity;
- d. participating in a Sheriff's Sale "on behalf of Ditech" on November 30, 2023;
- e. asserting creditor status in Plaintiffs' personal bankruptcy while simultaneously prosecuting foreclosure filings on behalf of different alleged owners; and
- f. failing to seek relief from this Court despite knowing the Evola Loan remained unsold and subject to the Plan injunction.

85. No Defendant filed a motion:

- a. to modify the Plan injunction;
- b. to approve a post-confirmation transfer; or
- c. to obtain a ruling on loan ownership under § 1334(e).

86. Their actions were therefore ultra vires, void, and in contempt of this Court's jurisdiction and Confirmation Order.

87. RAS acted as counsel for the entities purporting to enforce the Evola Loan both during Ditech's bankruptcy and after the Plan became effective, despite:

- a. knowing the Evola Loan had never been approved for transfer;

- b. filing foreclosure pleadings on behalf of “Ditech,” then “WSFS,” then “U.S. Bank”;
- c. asserting inconsistent creditor positions across multiple courts; and
- d. certifying facts in state court that contradicted the filings and disclosures required in this Court.

88. RAS’s filings and certifications facilitated the continuation of foreclosure activity expressly prohibited under the Plan injunction and Confirmation Order, constituting an independent violation of §§ 105(a) and 1141.

89. The violations of the Plan injunction warrant:

- a. a declaration that all enforcement actions, assignments, filings, and the Sheriff’s Sale are void;
- b. injunctive relief prohibiting further assertion of ownership or enforcement rights over the Evola Loan;
- c. sanctions under §§ 105(a) and 1141 for willful violation of this Court’s orders; and
- d. such other relief as this Court deems just and proper.

**COUNT V — CIVIL CONSPIRACY TO VIOLATE THE
AUTOMATIC STAY, PLAN INJUNCTION, AND BANKRUPTCY
COURT ORDERS (Joint Liability for Concerted Action Under §§
105(a), 362, 549, 548, and 1141)**

90. Plaintiffs repeat and reallege all preceding paragraphs as if fully set forth herein.

91. A civil conspiracy, for purposes of federal bankruptcy law, consists of:

- a. an agreement or coordinated understanding between two or more parties;
- b. to engage in acts that violate federal bankruptcy statutes or orders; and
- c. overt acts taken in furtherance of that unlawful objective.

92. Defendants Ditech (as debtor-in-possession), WSFS, U.S. Bank, and RAS knowingly participated in a coordinated pattern of conduct intended to:

- a. evade this Court’s exclusive jurisdiction under 28 U.S.C. § 1334(e);
- b. conceal the true ownership status of the Evola Loan;
- c. procure foreclosure judgments and sale activity in violation of § 362;

- d. effectuate unauthorized transfers of estate property in violation of §§ 548 and 549; and
- e. circumvent the Plan injunction imposed under § 1141 and the Confirmation Order.

93. Although the conspirators did not sign a formal agreement, their coordinated conduct demonstrates a tacit or express understanding to pursue foreclosure and transfer estate property outside this Court's authority.

94. This coordinated conduct included:

- a. RAS filing pleadings on behalf of "Ditech" in New Jersey while simultaneously representing WSFS in Plaintiffs' personal bankruptcy;
- b. asserting contradictory creditor positions in multiple courts to disguise the absence of lawful ownership;
- c. recording assignments with \$0.00 consideration or nominal consideration (\$100) to create a false appearance of chain of title;
- d. proceeding with a Sheriff's Sale in 2023 "on behalf of Ditech" years after the Plan injunction barred any such action; and
- e. executing a 2025 assignment to U.S. Bank despite knowing the Evola Loan was never approved for transfer.

95. The Defendants' actions demonstrate unified purpose: to assert enforcement rights they knew they did not legally possess.

96. Each Defendant engaged in overt acts advancing the conspiracy, including but not limited to:

- a. the 2018 assignment from Ditech to WSFS executed during bankruptcy;
- b. the continued prosecution of the NJ foreclosure through 2018–2023;
- c. the Sheriff's Sale conducted in 2023 despite the Plan injunction;
- d. the 2025 assignment to U.S. Bank; and
- e. RAS's contradictory filings across bankruptcy and state courts intended to legitimize the void transfers.

97. These acts were not isolated; they constituted a sustained joint effort to appropriate estate property and strip Plaintiffs of their home outside this Court's jurisdiction.

98. The objective of the conspiracy was unlawful because it sought to:
- a. exercise control over estate property in violation of § 362(a);
 - b. effectuate fraudulent and unauthorized transfers avoidable under §§ 548 and 549;
 - c. undermine this Court's exclusive jurisdiction under § 1334(e); and
 - d. circumvent the Plan injunction under § 1141 and the Confirmation Order.
99. Such acts constitute contempt of this Court's orders and violations of federal bankruptcy statutes.
100. Because the Defendants acted in concert, each is jointly and severally liable for the wrongful acts of the others, including:
- a. stay violations;
 - b. plan-injunction violations;
 - c. fraudulent transfers;
 - d. post-petition unauthorized transfers; and
 - e. the wrongful Sheriff's Sale.
101. Plaintiffs request that the Court:
- a. declare that Defendants participated in a civil conspiracy to violate the automatic stay, plan injunction, and bankruptcy orders;
 - b. hold each Defendant jointly and severally liable for all resulting damages, sanctions, and avoidance remedies;
 - c. award attorneys' fees and costs under § 105(a); and
 - d. grant such other relief as this Court deems just and proper.

COUNT VI — DECLARATORY JUDGMENT

(28 U.S.C. §§ 2201–2202; 11 U.S.C. §§ 105, 362, 549, 548, 1141, 1334(e))

102. Plaintiffs repeat and reallege all preceding paragraphs as if fully set forth herein.

103. An actual and substantial controversy exists between Plaintiffs and Defendants concerning the ownership, enforceability, and legal status of the Evola Loan, as well as the validity of all assignments, foreclosure activity, and the 2023 Sheriff's Sale.

104. Under 28 U.S.C. § 2201, this Court may “declare the rights and other legal relations of any interested party” in cases within its jurisdiction. This adversary proceeding presents federal questions that fall squarely within this Court's jurisdiction, including exclusive jurisdiction under 28 U.S.C. § 1334(e)(1) over property of the Ditech estate.

105. The Evola Loan was property of the Ditech estate during the 2017–2019 bankruptcy periods, and remained subject to this Court's servicing orders, sale restrictions, and Plan injunction.

106. All foreclosure filings, recommencement motions, certifications, judgments, assignments, and sale procedures undertaken after November 30, 2017—including the 2018 assignment to WSFS, the Final Judgment of Foreclosure, and the 2023 Sheriff's Sale—were undertaken:

- a. without relief from the automatic stay,
- b. in violation of §§ 362(a)(1), (3), and (5),
- c. without disclosure to or approval by this Court, and
- d. in contravention of the Confirmation Order and § 1141.

107. Actions taken in violation of the automatic stay are void ab initio. Actions taken in violation of the Plan injunction are likewise void.

108. Accordingly, this Court should declare that:

- a. the 2018 assignment from Ditech to WSFS is void;
- b. the 2023 Sheriff's Sale is void;
- c. the 2025 assignment to U.S. Bank is void;
- d. no Defendant ever lawfully acquired rights in the Evola Loan; and
- e. all foreclosure-related actions are of no legal force or effect.

109. Because none of the assignments were authorized, approved, or effective, and because the promissory note was never validly transferred:

- a. WSFS never became a “person entitled to enforce” the note;
- b. U.S. Bank never acquired any enforceable interest;
- c. RAS’s certifications in state court lacked a lawful basis; and
- d. the foreclosure judgment and Sheriff’s Sale were issued without a party possessing standing.

110. Lack of standing is a jurisdictional defect under New Jersey law.
Any foreclosure judgment entered without standing is void.

111. Under § 1334(e)(1), this Court retains exclusive jurisdiction to determine:
- a. whether the Evola Loan remained estate property;
 - b. whether any transfer of that property was authorized;
 - c. whether the state court had jurisdiction to adjudicate foreclosure;
 - d. whether post-petition and post-confirmation acts are void.

112. A declaratory ruling is necessary to:
- a. clarify the legal status of the Evola Loan;
 - b. prevent further unlawful enforcement attempts;
 - c. avoid inconsistent rulings across jurisdictions;
 - d. restore the parties to their proper legal positions; and
 - e. effectuate the Plan, Confirmation Order, and bankruptcy statutes.

113. Plaintiffs request that this Court enter a declaratory judgment holding that:
- a. the Evola Loan remained estate property during all relevant periods;
 - b. none of the transfers, assignments, or foreclosure actions were authorized;
 - c. all assignments from 2018–2025 are void ab initio;
 - d. the 2023 Sheriff’s Sale is void;
 - e. no Defendant holds a valid interest in the note or mortgage;
 - f. no Defendant had standing to foreclose; and
 - g. title and all associated rights remain unaffected by the void acts.

114. Plaintiffs further request supplemental relief under 28 U.S.C. § 2202 and § 105(a) to enforce the declaratory judgment and prevent further violations.

**COUNT VII — SANCTIONS FOR VIOLATION OF THE
AUTOMATIC STAY, PLAN INJUNCTION, AND BANKRUPTCY
COURT ORDERS (11 U.S.C. §§ 105(a), 362(k), 1141; Court’s
Inherent Authority)**

115. Plaintiffs repeat and reallege all preceding paragraphs as if fully set forth herein.

116. Under 11 U.S.C. § 362(a), the filing of a bankruptcy petition operates as a stay of any act to obtain possession of property of the estate, enforce a lien against estate property, or continue judicial proceedings against the debtor.

117. Under 11 U.S.C. § 1141(a)–(c) and the Confirmation Order, all parties were permanently enjoined from taking any action to enforce or transfer estate property—including mortgage loans not approved for sale—unless expressly authorized by this Court.

118. Under 11 U.S.C. § 105(a), this Court may “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title,” including sanctions to enforce compliance with the automatic stay, Plan injunction, and Court orders.

119. After Ditech filed bankruptcy on November 30, 2017, Defendants knowingly undertook multiple acts to control and enforce the Evola Loan, including:

- a. filing a motion to reinstate the foreclosure in December 2017;
- b. filing additional foreclosure pleadings in January and February 2018;
- c. obtaining a Final Judgment of Foreclosure in March 2018; and
- d. executing and recording the September 2018 assignment to WSFS.

120. Each of these acts was undertaken after the petition date, without notice to this Court and without relief from the stay.

121. Actions taken in violation of § 362 are void, and where undertaken willfully, expose the violators to damages and sanctions.

122. After the Plan was confirmed on September 26, 2019, Defendants continued enforcement efforts, including:

- a. continuing foreclosure activity in New Jersey;
- b. participating in the November 30, 2023 Sheriff’s Sale;
- c. executing the April 4, 2025 assignment to U.S. Bank; and

d. representing to courts that they possessed authority derived from the void 2018 assignment.

123. None of these actions were authorized by this Court.

All were prohibited under the Plan injunction and Confirmation Order.

124. Defendants' continued assertions of ownership and enforcement rights after confirmation constitute willful violations of § 1141 and contempt of this Court's jurisdiction.

125. RAS knowingly filed, prosecuted, and certified foreclosure documents:

- a. on behalf of "Ditech" while Ditech was a debtor-in-possession;
- b. on behalf of WSFS in Plaintiffs' personal bankruptcy; and
- c. on behalf of U.S. Bank after the Plan injunction took effect.

126. RAS's conflicting representations and certifications:

- a. were made with knowledge of the bankruptcy proceedings;
- b. facilitated violations of §§ 362 and 1141; and
- c. obscured the true ownership status of estate property.

127. This conduct constitutes contempt of Court orders and warrants sanctions.

128. Sanctions are appropriate to:

- a. vindicate the authority of this Court;
- b. remedy violations of the automatic stay and Plan injunction;
- c. deter future violations by Defendants and similarly situated parties;
- d. compensate Plaintiffs for harm resulting from Defendants' misconduct.

129. Under § 105(a) and the Court's inherent authority, sanctions may include:

- a. monetary sanctions;
- b. attorneys' fees;
- c. declaratory and injunctive relief;
- d. voiding violative actions;

- e. referral for disciplinary or regulatory review (if warranted); and
- f. any remedy necessary to enforce the Bankruptcy Code.

130. Plaintiffs request that this Court:

- a. find that Defendants willfully violated the automatic stay and Plan injunction;
- b. hold Defendants in civil contempt;
- c. impose sanctions sufficient to compensate Plaintiffs and deter future violations;
- d. award reasonable attorneys' fees and costs; and
- e. grant such other and further relief as the Court deems just and proper.

COUNT VIII — TURNOVER OF ESTATE PROPERTY (11 U.S.C. § 542(a))

131. Plaintiffs repeat and reallege all preceding paragraphs as if fully set forth herein.

132. Under 11 U.S.C. § 542(a), any entity in possession, custody, or control of property that the trustee or debtor-in-possession may use, sell, or lease under § 363 must deliver such property to the estate and account for its value.

133. The Evola Loan, including the note, mortgage, servicing rights, foreclosure rights, and proceeds or substitute property thereof, constituted property of the Walter/Ditech estate during both bankruptcy proceedings, subject to this Court's exclusive jurisdiction under 28 U.S.C. § 1334(e)(1).

134. Because the Evola Loan was never approved for sale or transfer under the Interim Orders, Cash-Management Orders, Forward Servicing Order, Reverse Servicing Order, Asset Purchase Agreements, or Plan, it remained estate property throughout the 2017–2019 bankruptcy periods and thereafter.

135. Any post-petition or post-confirmation transfers—including the purported 2018 assignment to WSFS, the 2023 Sheriff's Sale, and the 2025 assignment to U.S. Bank were unauthorized, void, and ineffective to divest the estate of its interest in the Evola Loan.

136. Each Defendant—Ditech, WSFS, U.S. Bank, and RAS has possessed, asserted control over, or exercised incidents of ownership with respect to the Evola Loan or its proceeds, notwithstanding the automatic stay, this Court’s exclusive jurisdiction, and the Plan injunction.

137. These entities are obligated under § 542(a) to turn over to the estate:

- a. all instruments purporting to transfer the Evola Loan;
- b. all proceeds derived from the void 2023 Sheriff’s Sale;
- c. all documents, servicing records, accounting records, and escrow funds relating to the Evola Loan;
- d. possession or control of the collateral (the Plaintiffs’ real property), to the extent they assert or maintain claims against it; and
- e. any value received or retained resulting from the unauthorized post-petition transfers.

138. Turnover is necessary to restore the estate to the position it occupied prior to the unlawful transfers, to unwind the effects of stay violations and Plan-injunction violations, and to enforce this Court’s orders.

139. Plaintiffs request an order under 11 U.S.C. § 542(a) requiring Defendants:

- a. to deliver to the estate all documents, rights, proceeds, and interests relating to the Evola Loan;
- b. to disgorge any proceeds received from the Sheriff’s Sale or subsequent assignments;
- c. to return or restore the status of Plaintiffs’ home to the position prior to the unlawful sale;
- d. to produce a full accounting of all receipts, disbursements, and transactions related to the Evola Loan; and
- e. to comply with all further turnover obligations imposed by the Court.

140. Plaintiffs further request such other and further relief as the Court deems just and proper to effectuate the turnover and restore estate property.

COUNT IX — VIOLATION OF TILA (Regulation Z § 1026.39) (15 U.S.C. § 1641(g); 12 C.F.R. § 1026.39)

141. Plaintiffs repeat and reallege all preceding paragraphs as if fully set forth herein.

142. Under TILA § 1641(g) and 12 C.F.R. § 1026.39, any transfer of mortgage-loan ownership requires the transferee to provide the borrower with written notice within 30 days, identifying:

- a. the new owner or assignee;
- b. the date of the transfer;
- c. how to contact the new owner;
- d. the location of the place where the transfer is recorded; and
- e. any other information required by Reg Z.

143. No Defendant—including Ditech, WSFS, U.S. Bank, or their agents—ever sent Plaintiffs any valid TILA 1026.39 ownership-transfer notice for:

- a. the purported 2018 assignment to WSFS;
- b. any post-petition servicing transfer;
- c. the 2023 Sheriff's Sale; or
- d. the 2025 assignment to U.S. Bank.

144. Each of these purported transfers constitutes a transfer of ownership under TILA, triggering mandatory notice requirements.

145. Because no required TILA notices were ever provided, Defendants violated 15 U.S.C. § 1641(g) and 12 C.F.R. § 1026.39.

146. Failure to comply with TILA renders any attempted transfer or enforcement effort invalid as to the borrower until compliance occurs.

147. Defendants' violations were knowing and systemic, done while simultaneously filing pleadings asserting ownership or servicing status based on transfers for which they never provided borrower notice.

148. Plaintiffs request statutory damages, actual damages, attorneys' fees, and declaratory relief invalidating any transfer or enforcement effort undertaken without TILA-compliant notice.

COUNT XI — VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

(15 U.S.C. §§ 1692e, 1692f, 1692k)

149. Plaintiffs repeat and reallege all preceding paragraphs as if fully set forth herein.

150. The Evola Loan was charged off prior to the alleged assignments to WSFS and U.S. Bank. Under 15 U.S.C. §§ 1692a(4) and 1692a(6), any entity that acquires a debt after default is a "debt collector," not a creditor.

151. Accordingly, WSFS, U.S. Bank, and RAS (acting as foreclosure counsel) are debt collectors within the meaning of the FDCPA.

152. Defendants made multiple false or misleading representations in connection with the alleged collection of the Evola Loan, including:

- a. falsely asserting ownership of the Evola Loan;
- b. falsely claiming assignment or authority derived from the void 2018 assignment;
- c. filing pleadings asserting contradictory ownership positions in state and bankruptcy courts;
- d. misrepresenting that foreclosure could lawfully proceed despite the automatic stay and Plan injunction;
- e. representing themselves as "creditors" when they were, as a matter of law, debt collectors.

169. These actions violate 15 U.S.C. § 1692e, including:

§ 1692e(2)(A) — false representation of the character, amount, or legal status of a debt;

§ 1692e(5) — threatening or taking action that cannot legally be taken;

§ 1692e(10) — use of false or deceptive means to collect a debt.

153. Defendants used unfair and unconscionable means to collect or attempt to collect the Evola Loan, including:

- a. conducting or procuring a Sheriff's Sale based on void documents;
- b. pursuing foreclosure during two active Ditech bankruptcies;
- c. asserting enforcement rights during the § 1141 Plan injunction;
- d. attempting to collect amounts not owed, unverified, or unauthorized;
- e. continuing collection efforts without legal authority or standing.

154. These actions violate 15 U.S.C. § 1692f, including:

- a. § 1692f(1) — collection of amounts not expressly authorized by law;
- b. § 1692f(6) — taking or threatening nonjudicial action to effect dispossession without present right to possession.

155. RAS is a “debt collector” under *Heintz v. Jenkins*, 514 U.S. 291 (1995), because:

- a. it regularly engages in foreclosure activity;
- b. it pursued collection and enforcement litigation on behalf of WSFS and U.S. Bank;
- c. it communicated directly with Plaintiffs in an attempt to collect or enforce the alleged debt.

156. RAS violated the FDCPA by:

- a. filing foreclosure pleadings based on void assignments;
- b. certifying contradictory ownership claims across courts;
- c. misrepresenting debt collectors as creditors;
- d. initiating or continuing collection efforts during the automatic stay and Plan injunction;
- e. failing to disclose material information required under federal law.

157. Under 15 U.S.C. § 1692k, Plaintiffs are entitled to:

- a. actual damages;
- b. statutory damages;
- c. attorneys' fees;
- d. litigation costs; and
- e. equitable relief necessary to stop ongoing violations.

158. These FDCPA violations also provide independent grounds to:

- a. void the foreclosure actions;
- b. void all collection activity;
- c. grant injunctive relief;
- d. impose sanctions under 11 U.S.C. § 105(a).

COUNT XII — PERMANENT INJUNCTION

(11 U.S.C. § 105(a); 28 U.S.C. § 1334(e); Court's Equitable Powers)

159. Plaintiffs repeat and reallege all preceding paragraphs as if fully set forth herein.

160. This Court has authority under 11 U.S.C. § 105(a) to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title,” including entry of permanent injunctive relief.

161. This Court also holds exclusive jurisdiction over property of the Ditech estate under 28 U.S.C. § 1334(e)(1), which includes the Evola Loan, all related servicing rights, and any proceeds or substitute property.

162. An injunction is necessary because Defendants have repeatedly:

- a. asserted ownership or enforcement rights without lawful authority;
- b. recorded assignments in violation of the automatic stay;

- c. conducted foreclosure activity throughout two Ditech bankruptcies;
- d. pursued a Sheriff's Sale during the Plan injunction;
- e. continued to assert creditor status despite void transfers;
- f. initiated conflicting foreclosure filings and certifications in multiple courts.

163. Absent injunctive relief, Defendants will continue to assert unlawful claims to the Evola Loan and Plaintiffs' home, causing ongoing irreparable harm and undermining this Court's jurisdiction.

164. Permanent injunctive relief is warranted where:

- a. Plaintiffs will suffer irreparable harm absent injunctive relief;
- b. legal remedies are inadequate;
- c. the balance of equities favors Plaintiffs;
- d. the injunction serves the public interest.

165. Each element is met here:

1. Irreparable Harm

Plaintiffs face loss of their home, clouded title, and continued wrongful collection efforts.

2. Inadequate Legal Remedies

Monetary damages cannot restore estate property or unwind a void foreclosure.

3. Balance of Equities

Defendants suffer no hardship from being prohibited from enforcing nonexistent rights.

4. Public Interest

Enforcement of federal bankruptcy law and protection of the automatic stay and Plan injunction serve strong public policy interests.

166. Plaintiffs request a permanent injunction prohibiting Defendants, their officers, agents, employees, attorneys, successors, and assigns from:

- a. asserting any ownership or enforcement rights in the Evola Loan;
- b. initiating, continuing, or maintaining any foreclosure or collection activity;
- c. recording or relying on any assignment or instrument concerning the Evola Loan;
- d. taking any action to dispossess Plaintiffs of their home;
- e. communicating or representing themselves as holders or creditors;
- f. interfering with this Court's exclusive jurisdiction over estate property.

167. Plaintiffs further request that the Court:

- a. vacate and void the Sheriff's Sale;
- b. expunge any sheriff's deed, sale certificate, or foreclosure judgment;
- c. declare that no Defendant has any right, title, or interest in Plaintiffs' home;
- d. restore Plaintiffs to the status quo ante;
- e. retain jurisdiction to enforce compliance.

168. An injunction is necessary to safeguard this Court's exclusive jurisdiction and prevent further violations of:

- a. 11 U.S.C. § 362 (automatic stay);
- b. 11 U.S.C. §§ 548–549 (avoidance of unauthorized transfers);

- c. 11 U.S.C. § 1141 (Plan injunction);
- d. the Confirmation Order;
- e. the Cash-Management and Servicing Orders.

169. Without injunctive relief, Defendants' continued assertion of ownership and enforcement rights risks:

- a. conflicting judgments in state courts;
- b. irreparable harm to Plaintiffs' property rights;
- c. further clouding of title;
- d. undermining the finality of this Court's orders.

170. For the reasons set forth above, Plaintiffs request that the Court enter a permanent injunction barring any further enforcement, transfer, assertion of interest, or collection activity related to the Evola Loan or Plaintiffs' home.

COUNT XIII — ATTORNEYS' FEES AND COSTS (11 U.S.C. § 105(a); 11 U.S.C. § 362(k); FDCPA § 1692k; Court's Inherent Authority)

171. Plaintiffs repeat and reallege all preceding paragraphs as if fully set forth herein.

172. Defendants' conduct—including willful violations of the automatic stay, violations of the Plan injunction, execution of unauthorized and avoidable transfers, prosecution of a void foreclosure, participation in a void Sheriff's Sale, and violations of federal consumer statutes—has required Plaintiffs to retain counsel and incur substantial attorneys' fees and litigation costs.

173. Under 11 U.S.C. § 362(k)(1), an individual injured by a willful violation of the automatic stay is entitled to recover:

- a. actual damages;
- b. attorneys' fees; and
- c. costs.

174. Defendants committed multiple willful violations of § 362 by prosecuting foreclosure filings, executing assignments, obtaining judgment, and conducting the Sheriff's Sale after the petition date and without relief from the stay.

175. Under 11 U.S.C. § 105(a), this Court may award attorneys' fees as part of its equitable authority to enforce the Bankruptcy Code, the automatic stay, the Confirmation Order, and the Plan injunction.

176. Under FDCPA § 1692k(a)(3), a prevailing plaintiff is entitled to reasonable attorneys' fees and costs, regardless of the amount of actual damages.

177. Defendants violated the FDCPA by:

- a. misrepresenting ownership and creditor status;
- b. asserting rights under void assignments;
- c. continuing collection and foreclosure without legal authority;
- d. providing false and misleading information in court proceedings.

178. Additionally, Defendants' repeated filings, contradictory creditor representations, and improper use of judicial processes justify an award of fees under this Court's inherent authority and, if applicable, 28 U.S.C. § 1927 for counsel who unreasonably and vexatiously multiplied proceedings.

179. Plaintiffs have incurred significant attorneys' fees and costs in:

- a. investigating the void assignments and contradictory creditor claims;
- b. seeking relief from unlawful foreclosure actions;
- c. litigating issues arising from stay and Plan-injunction violations;
- d. addressing post-petition and post-confirmation violations;
- e. prosecuting this adversary proceeding.

180. Awarding attorneys' fees and costs is necessary:

- a. to compensate Plaintiffs for injuries caused by Defendants' unlawful conduct;
- b. to deter future violations of the Bankruptcy Code;
- c. to enforce the automatic stay and the Plan injunction;
- d. to ensure compliance with the FDCPA and other federal laws;
- e. to uphold this Court's authority.

181. Plaintiffs request entry of an order awarding:

- a. reasonable attorneys' fees incurred in prosecuting this adversary proceeding;
- b. fees and costs resulting from Defendants' willful stay violations under § 362(k);
- c. fees and costs as sanctions under § 105(a) and this Court's inherent authority;
- d. fees and costs pursuant to FDCPA § 1692k(a)(3);
- e. such other and further relief as the Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Jan N. Evola and Maurice Evola respectfully request that this Court enter judgment in their favor and against Defendants Ditech Holding Corporation (f/k/a Walter Investment Management Corp.), Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, U.S. Bank Trust National Association as Owner Trustee for RCF 2 Acquisition Trust, and Robertson, Anschutz, Schneid, Crane & Partners, PLLC ("RAS"), and grant the following relief:

A. Declaratory Relief

1. Declaring that the Evola Loan—including the note, mortgage, servicing rights, and related interests—remained property of the Ditech estate throughout the 2017–2019 bankruptcy periods and thereafter.
2. Declaring that all post-petition and post-confirmation assignments, including the September 13, 2018 assignment to WSFS and the April 4, 2025 assignment to U.S. Bank, are **void ab initio**.
3. Declaring that the November 30, 2023 Sheriff's Sale is **void**, and of no legal force or effect.
4. Declaring that no Defendant ever acquired lawful ownership, enforcement rights, or a "person entitled to enforce" status under the UCC with respect to the Evola Loan.

5. Declaring that Defendants lacked standing at all relevant times to foreclose, enforce, or collect on the Evola Loan.

B. Avoidance and Recovery of Unauthorized Transfers

6. Avoiding all unauthorized post-petition transfers of the Evola Loan under 11 U.S.C. § 549.

7. Avoiding all fraudulent transfers of the Evola Loan under 11 U.S.C. § 548(a)(1)(A)–(B).

8. Recovering the property or value transferred—including the Sheriff’s Sale proceeds and all purported interests in the Evola Loan—under 11 U.S.C. § 550 from initial and subsequent transferees.

9. Ordering turnover of all documents, instruments, proceeds, and interests relating to the Evola Loan under 11 U.S.C. § 542(a).

C. Enforcement of Bankruptcy Court Orders

10. Declaring that Defendants willfully violated the automatic stay under 11 U.S.C. § 362(a).

11. Declaring that Defendants violated the Plan injunction and Confirmation Order under 11 U.S.C. § 1141.

12. Holding that all foreclosure activity taken during or after bankruptcy was undertaken in violation of this Court’s orders and is therefore void.

D. Injunctive Relief

13. Permanently enjoining Defendants, their officers, agents, employees, attorneys, successors, and assigns from:

- a. asserting ownership or enforcement rights in the Evola Loan;
- b. initiating, continuing, or maintaining foreclosure or collection activity;
- c. recording, relying on, or using any assignment or instrument concerning the Evola Loan;
- d. taking any action to dispossess Plaintiffs of their home;
- e. representing themselves as creditors or noteholders.

14. Ordering the expungement or cancellation of the Sheriff’s Deed, Sheriff’s Sales Certificate, foreclosure judgment, or any related filings.

15. Restoring Plaintiffs’ title and rights to the status quo ante as of the date immediately prior to the unlawful foreclosure activity.

E. Statutory Damages

16. Awarding actual damages and statutory damages for willful stay violations under 11 U.S.C. § 362(k).
17. Awarding actual and statutory damages under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692k.
18. Awarding actual and statutory damages for violations of TILA (15 U.S.C. § 1641(g)) and Regulation Z where applicable.

F. Attorneys' Fees and Costs

19. Awarding reasonable attorneys' fees and costs under:
 - a. **11 U.S.C. § 362(k);**
 - b. **11 U.S.C. § 105(a);**
 - c. **FDCPA § 1692k(a)(3);**
 - d. the Court's inherent powers; and
 - e. any other applicable law.

G. Interest

20. Awarding pre-judgment and post-judgment interest as permitted by law.

H. Additional Relief

21. Granting such other and further relief, at law or in equity, as this Court deems just, proper, and necessary to enforce the Bankruptcy Code, this Court's prior orders, and the rights of Plaintiffs.

December 10th 2025

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