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12 Attorneys for Defendant
CITIMORTGAGE, INC.

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES, SANTA MONICA

16 MARINA J. BOYD, ANITA FAYE BOYD,
ALEXIS BOYD-HOLLING,

18 Plaintiffs,

19 v.

20 CITIMORTGAGE, INC., SKYWAY REALTY,
and DOES 1-100,

21 Defendants.

Case No.: SC117126

Assigned to Hon. Lisa H. Cole
Dept. WE-O

**ANSWER OF DEFENDANT
CITIMORTGAGE, INC. TO FOURTH
AMENDED COMPLAINT**

Action Filed: May 18, 2012

24 **TO PLAINTIFF MARINA J. BOYD:**

25 COMES NOW Defendant CITIMORTGAGE INC. ("CMI"), severing itself from all others,
26 and hereby answers the Plaintiff Marina J. Boyd's (hereinafter, "Plaintiff") verified Fourth Amended
27 Complaint (hereinafter "4AC") as follows:
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INTRODUCTION

1. Responding to Paragraph 1, CMI admits the 4AC alleges Defendants conspired to commit conversion of Plaintiff's "Personal Property" in violation of the cited statutes, but CMI denies it conspired to commit, or did commit, conversion of the Plaintiff's Personal Property and/or that CMI violated any of the cited statutes.

2. Responding to Paragraph 2, CMI answers that the Paragraph is vague and ambiguous. To the extent the Paragraph alleges CMI caused Plaintiff damages, CMI denies the allegations.

PARTIES

3. Responding to Paragraph 3, CMI answers that it lacks sufficient information and belief upon which to admit or deny the allegations, and on that basis, CMI denies the same.

4. Responding to Paragraph 4, CMI asserts Anita Faye Boyd is not a Plaintiff in this action, pursuant to the Court's ruling of August 19, 2015.

5. Responding to Paragraph 5, CMI asserts Alexis Boyd-Holling is not a Plaintiff in this action, pursuant to the Court's ruling of August 19, 2015.

6. Responding to Paragraph 6, CMI denies Citigroup, Inc. is a Defendant in this action.

7. Responding to Paragraph 7, CMI admits it is a corporation organized under the laws of the State of New York, authorized to do business in the County of Los Angeles. CMI denies the remaining allegations.

8. Responding to Paragraph 8, CMI asserts Skyway Realty is not a Defendant in this action, pursuant to the United States District Court's ruling of March 13, 2015. CMI lacks sufficient information and belief upon which to admit or deny the remaining allegations, and on that basis, denies the same.

9. Responding to Paragraph 9, CMI asserts Mark Alston is not a Defendant in this action, pursuant to the United States District Court's ruling of March 13, 2015. CMI lacks sufficient information or belief upon which to admit or deny the remaining allegations of the Paragraph, and on that basis, denies the same.

10. Responding to Paragraph 10, CMI denies it was the agent, representative or servant of any other Defendant in the action.

1 11. Responding to Paragraph 11, CMI denies it committed the acts or omissions alleged
2 within the 4AC and further denies any acts or omissions as alleged in the 4AC were committed by
3 any other Defendant with CMI's knowledge, permission, ratification and/or consent.

4 12. Responding to Paragraph 12, CMI lacks sufficient information or belief upon which
5 to admit or deny the allegations, and on that basis, denies the same.

6 13. Responding to Paragraph 13, CMI lacks sufficient information or belief upon which
7 to admit or deny any fictitiously named Defendant is responsible for the wrongs and damages
8 alleged within the 4AC, and on that basis, denies this. CMI further denies any fictitiously named
9 Defendant was acting as the agent, servant, partner and employee of CMI and/or that any fictitiously
10 named Defendant acted within the course and scope of authority as agent, servant, partner and
11 employee of CMI and/or with CMI's permission and/or consent in causing Plaintiff's damages, if
12 any.

13 14. Responding to Paragraph 14, CMI denies it acted in concert with, and/or in
14 furtherance of, the interests of any other Defendant in the action, and/or that any other Defendant in
15 the action acted in concert with, and/or in furtherance of, the interests of CMI.

16 15. Responding to Paragraph 15, CMI lacks sufficient information or belief upon which
17 to admit or deny the allegations, and on that basis, denies the same.

18 16. Responding to Paragraph 16, CMI answers that the Paragraph consists of an
19 incomplete sentence and is therefore vague and ambiguous and not amenable to response.

20 **JURISDICTION AND VENUE**

21 17. Responding to Paragraph 17, CMI lacks sufficient information or belief upon which
22 to admit or deny the allegations, and on that basis, denies the same.

23 18. Responding to Paragraph 18, CMI lacks sufficient information or belief upon which
24 to admit or deny the allegations, and on that basis, denies the same.

25 **FACTUAL ALLEGATIONS RELATED TO EACH OF CAUSE OF ACTION**

26 19. Responding to Paragraph 19, CMI lacks sufficient information or belief upon which
27 to admit or deny the allegations, and on that basis, denies the same.

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1 20. Responding to Paragraph 20, CMI answers that the Paragraph is vague as to time.
2 CMI admits that, prior to September 28, 2010, Plaintiff Marina J. Boyd was record owner of a
3 Condominium located at 12321 Ocean Park Boulevard, Unit 1, Los Angeles, CA 90064 (referred to
4 as the "Condominium"). CMI admits it purchased the Condominium at a Trustee's Sale on or about
5 September 28, 2010, not September 16, 2010 as alleged in the Paragraph. CMI answers that the
6 remaining allegations of the Paragraph are vague and ambiguous, in that the Trustee's Sale
7 represented the conclusion of foreclosure proceedings, not the initiation of foreclosure proceedings.
8 CMI denies it initiated foreclosure proceedings on or after September 16, 2010.

9 21. Responding to Paragraph 21, CMI answers the Paragraph is vague and ambiguous as
10 to the term "employed." CMI denies it had an employer-employee relationship with Mark Alston.
11 CMI further denies its relationship with Mark Alston began on November 2, 2010. CMI admits
12 Mark Alston was its broker-agent for the purpose of managing the preparation for and sale of the
13 Condominium. CMI lacks sufficient information or belief upon which to admit or deny Mark Alston
14 was sole proprietor of Skyway Realty, and on that basis, denies the same.

15 22. Responding to Paragraph 22, CMI admits that, after the foreclosure proceedings
16 involving the Condominium concluded, it authorized Mark Alston to offer Plaintiff \$4,000.00 to
17 vacate the Condominium within two weeks, as a Relocation Assistance offer. CMI admits on
18 information and belief that Plaintiff declined the offer.

19 23. Responding to Paragraph 23, CMI admits it filed a Verified Complaint for Unlawful
20 Detainer on or about November 24, 2010 and obtained a judgment following trial on or about June
21 22, 2011.

22 24. Responding to Paragraph 24, CMI lacks sufficient information or belief upon which
23 to admit or deny the allegations, and on that basis denies the same.

24 25. Responding to Paragraph 25, CMI admits it had an agency relationship with Mark
25 Alston. CMI denies the remaining allegations of the Paragraph.

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1 26. Responding to Paragraph 26, CMI answers that the allegation is related solely to the
2 Eighth Cause of Action for Violation of the Unruh Act, which was dismissed with prejudice by the
3 Court on August 19, 2015, and therefore, no response is required. To the extent is required, the
4 Paragraph is vague and ambiguous as to the term “hire.” To the extent the Paragraph alleges the
5 circumstances of CMI’s decision to commence a principal-agent relationship with Mark Alston,
6 CMI denies the allegations of the Paragraph.

7 27. Responding to Paragraph 27, CMI admits it was placed in lawful possession of the
8 Condominium on September 22, 2011 pursuant to a Writ of Possession and that items of personal
9 property remained on the Condominium premises at that time. CMI lacks sufficient information or
10 belief about the identity of the owner(s) of said personal property to admit or deny the personal
11 property belonged to Plaintiff, and, on that basis, denies the same.

12 28. Responding to Paragraph 28, CMI admits on or about October 4, 2011, its employee,
13 Ashley Drake, sent a message to Mark Alston asking him to secure the property and obtain bids for
14 the disposal of the personal property remaining therein. CMI denies the instruction was inconsistent
15 with Plaintiff’s statutory rights. CMI further denies the personal property’s removal date was
16 inconsistent with the September 23, 2011 notice.

17 29. Responding to Paragraph 29, CMI denies on information and belief that Anita Faye
18 Boyd sent an email on October 7, 2011 to a valid email address of Mark Alston. CMI lacks
19 sufficient information or belief to admit or deny the remaining allegations of the Paragraph, and, on
20 that basis, denies the same.

21 30. Responding to Paragraph 30, CMI lacks sufficient information or belief to admit or
22 deny the allegations, and, on that basis, denies the same.

23 31. Responding to Paragraph 31, CMI lacks sufficient information or belief to admit or
24 deny the allegations, and, on that basis, denies the same.

25 32. Responding to Paragraph 32, CMI admits on or about October 13, 2011, its
26 employee, Demetrios Bageris, sent a message to Mark Alston asking him whether he had obtained
27 bids for the personal property removal, cleanup and repair of the Condominium property as yet.

28 33. Responding to Paragraph 33, CMI lacks sufficient information or belief to admit or

1 deny the allegations, and, on that basis, denies the same.

2 34. Responding to Paragraph 34, CMI lacks sufficient information or belief to admit or
3 deny the allegations, and, on that basis, denies the same.

4 35. Responding to Paragraph 35, CMI admits on or about October 17, 2011, its
5 employee, Demetrios Bageris, forwarded three bids for the removal of personal property to CMI's
6 employee, Krista McCullough, and asked for permission to proceed with the lowest bid of \$3,050.
7 CMI lacks sufficient information or belief upon which to admit or deny that Plaintiff owned the
8 personal property that remained on site, and on that basis, denies the same.

9 36. Responding to Paragraph 36, CMI admits on or about October 17, 2011, its
10 employee, Krista McCullough approved a bid of \$3,050 to remove the remaining items of personal
11 property at the Condominium. CMI lacks sufficient information or belief upon which to admit or
12 deny that Plaintiff owned the personal property that remained on site, or that Ms. McCullough was
13 informed the bid was from Daniels A & B Construction and Development, and on that basis, it
14 denies the same.

15 37. Responding to Paragraph 37, CMI denies it knew of or ignored Plaintiff's calls and
16 notes. CMI lacks sufficient information or belief upon which to admit or deny the remaining
17 allegations of the Paragraph, and on that basis, denies the same.

18 38. Responding to Paragraph 38, CMI admits Daniels A & B Construction retrieved
19 items of personal property from the Condominium on or about October 23, 2011. CMI denies the
20 remaining allegations of the Paragraph.

21 39. Paragraph 39 contains conclusions of law to which no response is required. To the
22 extent a response is required, CMI denies that Plaintiff is within the class of persons protected by
23 California Civil Code section 1983. CMI further denies that Plaintiff was not provided notice
24 regarding personal property remaining on the premises before Daniels A & B Construction removed
25 the property.

26 40. Responding to Paragraph 40, CMI lacks sufficient information or belief to admit or
27 deny the allegations, and, on that basis, denies the same.

28 41. Responding to Paragraph 41, CMI lacks sufficient information or belief to admit or

1 deny the allegations, and, on that basis, denies the same.

2 42. Responding to Paragraph 42, CMI admits the Law Offices of Les Zieve and
3 Associates was the law firm that handled the Condominium Unlawful Detainer action on CMI's
4 behalf. CMI lacks sufficient information or belief to admit or deny the remaining allegations, and,
5 on that basis, denies the same.

6 43. Responding to Paragraph 43, CMI lacks sufficient information or belief to admit or
7 deny the allegations, and, on that basis, denies the same.

8 44. Responding to Paragraph 44, CMI denies it conspired with anyone to willfully
9 withhold personal property from Plaintiff. CMI lacks sufficient information or belief to admit or
10 deny the remaining allegations, and, on that basis, denies the same.

11 45. Responding to Paragraph 45, CMI denies the allegations.

12 46. Responding to Paragraph 46, CMI denies the allegations.

13 47. Responding to Paragraph 47, CMI denies the allegations.

14 **FIRST CAUSE OF ACTION**

15 **Civil Conversion (California Civil Code §§1708, 1712, 1714, et. seq.)**

16 **Conspiracy to Commit Civil Conversion (18 U.S.C. § 241)**

17 **(Against All Defendants)**

18 48. Responding to Paragraph 48, CMI incorporates as though fully set forth herein each
19 of its responses to Paragraphs 1 through 47.

20 49. Paragraph 49 contains conclusions of law to which CMI is not required to respond.

21 50. Responding to Paragraph 50, CMI denies it formed and/or agreed to a plan to
22 unlawfully take possession of the Plaintiff's personal property or interfere with the Plaintiff's
23 property rights. CMI lacks sufficient information or belief upon which to admit or deny that
24 Plaintiff owned the personal property that remained on site, and on that basis, it denies the same.
25 CMI lacks sufficient information or belief to admit or deny the remaining allegations, and, on that
26 basis, denies the same.

27 51. Responding to Paragraph 51, CMI denies the characterization that it "voluntarily
28 [took] possession" of Plaintiff's property and further responds that the term "voluntarily took



1 possession” is vague and ambiguous in the context of this Paragraph. CMI further denies it stole the
2 Plaintiff’s personal property. CMI lacks sufficient information or belief upon which to admit or
3 deny that Plaintiff owned the personal property that remained on site, and on that basis, it denies the
4 same. CMI lacks sufficient information or belief to admit or deny the remaining allegations, and, on
5 that basis, denies the same.

6 52. Paragraph 52 contains conclusions of law to which CMI is not required to respond.
7 To the extent a response is required, CMI denies the allegations.

8 53. Responding to Paragraph 53, answers that the Paragraph consists of an incomplete
9 sentence and is therefore vague and ambiguous and not amenable to response. To the extent the
10 Paragraph admits of a response, CMI admits it paid Daniels A & B Construction to remove the
11 personal property remaining on site at the Condominium but denies this was pursuant to a plan to
12 interfere with the Plaintiff’s personal property rights. CMI lacks sufficient information or belief to
13 admit or deny the remaining allegations, and, on that basis, denies the same.

14 54. Responding to Paragraph 54, CMI denies that it intentionally and substantially
15 interfered with Plaintiff’s property rights and further denies it conspired to avoid and/or ignore
16 Plaintiff’s requests for access to reclaim her personal property. CMI lacks sufficient information or
17 belief to admit or deny the remaining allegations, and, on that basis, denies the same.

18 55. Responding to Paragraph 55, CMI denies that it intentionally and substantially
19 interfered with Plaintiff’s property rights and further denies it wrongfully exercised control over
20 Plaintiff’s personal property. CMI lacks sufficient information or belief upon which to admit or
21 deny the remaining allegations and, on that basis, denies the same.

22 56. Responding to Paragraph 56, CMI lacks sufficient information or belief to admit or
23 deny the allegations, and, on that basis, denies the same.

24 57. Responding to Paragraph 57, CMI denies it engaged in conduct that was a substantial
25 factor in causing harm to Plaintiff and/or that Plaintiff was damaged. CMI lacks sufficient
26 information or belief upon which to admit or deny the remaining allegations and, on that basis,
27 denies the same.

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SECOND CAUSE OF ACTION

Intentional Infliction of Emotional Distress

(Against All Defendants)

58-63. Responding to Paragraphs 58 through 63, CMI asserts that no response is required pursuant to the Court’s ruling of August 19, 2015 striking the Second Cause of Action for Intentional Infliction of Emotional Distress.

THIRD CAUSE OF ACTION

Violation of California Civil Code § 1983

(Against All Defendants)

64. Responding to Paragraph 64, CMI incorporates as though fully set forth herein each of its responses to Paragraphs 1 through 63.

65. Paragraph 65 contains conclusions of law to which no response is required.

66. Paragraph 66 contains conclusions of law to which no response is required. To the extent a response is required, CMI denies the allegations.

67. Paragraph 67 contains conclusions of law to which no response is required. To the extent a response is required, CMI denies that Plaintiff was not provided with notice pursuant to the applicable California statute, and further denies the remainder of the Paragraph’s allegations.

68. Responding to Paragraph 68, CMI denies the allegations.

FOURTH CAUSE OF ACTION

Violation of California Civil Code § 1987

Against All Defendants

69. Responding to Paragraph 69, CMI incorporates as though fully set forth herein each of its responses to Paragraphs 1 through 68.

70. Paragraph 70 contains conclusions of law to which no response is required.

71. Paragraph 71 contains conclusions of law to which no response is required. To the extent a response is required, CMI lacks sufficient information or belief upon which to admit or deny the allegations, and on that basis, denies the same.

72. Paragraph 72 contains conclusions of law to which no response is required. Further,

1 CMI asserts that the Paragraph contains unintelligible matter to which no response is possible. To
2 the extent a response is required and possible, CMI denies it refused to release property to Plaintiff
3 upon her request and further denies the remaining allegations of the Paragraph.

4 73. Responding to Paragraph 73, CMI denies the allegations.

5 **FIFTH CAUSE OF ACTION**

6 **Violation of California Civil Code § 1988**

7 **Against All Defendants**

8 74. Responding to Paragraph 74, CMI incorporates as though fully set forth herein each
9 of its responses to Paragraphs 1 through 73.

10 75. Paragraph 75 contains conclusions of law to which no response is required.

11 76. Paragraph 76 contains conclusions of law to which no response is required. To the
12 extent a response is required, CMI denies it refused to release property to Plaintiff upon her request
13 and further denies the remaining allegations of the Paragraph.

14 77. Paragraph 77 contains conclusions of law to which no response is required. To the
15 extent a response is required, CMI denies it failed to provide statutorily required notice to Plaintiff
16 and further denies the remaining allegations of the Paragraph.

17 78. Responding to Paragraph 78, CMI denies the allegations.

18 **SIXTH CAUSE OF ACTION**

19 **Violation of California Code of Civil Procedure § 1174**

20 **(Against All Defendants)**

21 79-83. Responding to Paragraphs 79 through 83, CMI asserts that no response is required
22 pursuant to the Court's ruling of August 19, 2015 sustaining CMI's demurrer to the Sixth Cause of
23 Action for Violation of California Code of Civil Procedure § 1174 without leave to amend.

24 **SEVENTH CAUSE OF ACTION**

25 **Violation of California Civil Code § 2080**

26 **Against All Defendants**

27 84. Responding to Paragraph 84, CMI incorporates as though fully set forth herein each
28 of its responses to Paragraphs 1 through 83.

1 85. Paragraph 85 contains conclusions of law to which no response is required.

2 86. Paragraph 86 contains conclusions of law to which no response is required. To the
3 extent a response is required, CMI admits on information and belief the Los Angeles County
4 Sheriff's Department executed a Writ of Possession on or about September 22, 2011, as a result of
5 which the Plaintiff surrendered possession of the Condominium and CMI became lawfully possessed
6 of the Condominium.

7 87. Paragraph 87 contains conclusions of law to which no response is required.

8 88. Paragraph 88 contains conclusions of law to which no response is required. To the
9 extent a response is required, CMI denies it violated a statutory duty pursuant to California Code of
10 Civil Procedure § 1174 and/or California Civil Code §§ 1983, 1987, 1988 and/or 2080.

11 89. Responding to Paragraph 89, CMI denies the allegations.

12 **EIGHTH CAUSE OF ACTION**

13 **Violation of the UNRUH ACT (California Civil Code § 51, et. seq.)**

14 **(Against Defendant CITI)**

15 90-97. Responding to Paragraphs 90 through 97, CMI asserts that no response is required
16 pursuant to the Court's ruling of August 19, 2015 sustaining CMI's demurrer to the Eighth Cause of
17 Action for Violation of the UNRUH ACT (California Civil Code § 51, et. seq.) without leave to
18 amend.

19 **NINTH CAUSE OF ACTION**

20 **Racketeering (R.I.C.O.) Violation of 18 U.S.C. § 1961**

21 **(Against All Defendants)**

22 98-105. Responding to Paragraphs 98 through 105, CMI asserts that no response is required
23 pursuant to the ruling of the United States District Court on June 17, 2015 on CMI's Motion to
24 Dismiss, dismissing the Ninth Cause of Action for Racketeering (R.I.C.O.) Violation of 18 U.S.C. §
25 1961 without leave to amend.

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TENTH CAUSE OF ACTION

Violation of Unfair Business Practices (BPC §17200, et seq.)

(Against All Defendants)

106-109. Responding to Paragraphs 106 through 109, CMI asserts that no response is required pursuant to the Court’s ruling of August 19, 2015 striking the Tenth Cause of Action for Violation of Unfair Business Practices (BPC §17200, et seq.).

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

CMI is informed and believes, and there upon alleges that neither the 4AC nor any cause of action in the 4AC states facts sufficient to constitute a cause of against CMI. This defense is alleged in the alternative and does not admit any of the allegations contained in the 4AC.

SECOND AFFIRMATIVE DEFENSE

(Statute of Limitations)

CMI is informed and believes, and there upon alleges that the 4AC and each cause of action contained therein are barred by the applicable statutes of limitation. This defense is alleged in the alternative and does not admit any of the allegations contained in the 4AC.

THIRD AFFIRMATIVE DEFENSE

(Third Party’s Title or Right to Possession)

CMI is informed and believes, and there upon alleges Plaintiff is barred from recovery to the extent Plaintiff did not own the personal property on which the 4AC is premised. This defense is alleged in the alternative and does not admit any of the allegations contained in the 4AC.

FOURTH AFFIRMATIVE DEFENSE

(Abandonment)

CMI is informed and believes, and there upon alleges Plaintiff is barred from recovery to the extent Plaintiff abandoned the personal property on which the 4AC is premised. This defense is alleged in the alternative and does not admit any of the allegations contained in the 4AC.

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FIFTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

CMI is informed and believes, and there upon alleges that Plaintiff's alleged injuries and damages, if any, were aggravated by Plaintiff's failure to use reasonable diligence to mitigate them. This defense is alleged in the alternative and does not admit any of the allegations contained in the 4AC.

SIXTH AFFIRMATIVE DEFENSE

(Estoppel)

CMI is informed and believes, and there upon alleges, that Plaintiff is estopped by action of law or by conduct from maintaining the causes of action filed in this case. This defense is alleged in the alternative and does not admit any of the allegations contained in the 4AC.

SEVENTH AFFIRMATIVE DEFENSE

(Waiver)

CMI is informed and believes, and there upon alleges Plaintiff is barred from recovery by the doctrine of waiver. This defense is alleged in the alternative and does not admit any of the allegations contained in the 4AC.

EIGHTH AFFIRMATIVE DEFENSE

(Unclean Hands)

CMI is informed and believes, and there upon alleges, that the Plaintiff has "unclean hands" with regard to the relief sought in the 4AC and is therefore barred from obtaining such relief. This defense is alleged in the alternative and does not admit any of the allegations contained in the 4AC.

NINTH AFFIRMATIVE DEFENSE

(Offset)

CMI is informed and believes, and there upon alleges, that CMI is entitled to a credit for money owed by Plaintiff by virtue of her acts and omissions. This defense is alleged in the alternative and does not admit any of the allegations contained in the 4AC.

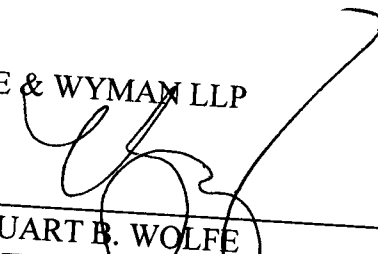
WHEREFORE, CMI prays as follows:

1. That Plaintiff take nothing by her 4AC;

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2. That CMI be awarded its costs of suit incurred herein, including reasonable attorneys' fees if allowed by statute, and
3. For any such other and further relief as the Court deems just and proper.

DATED: September 17, 2015

WOLFE & WYMAN LLP

By: 
STUART B. WOLFE
CATHY L. GRANGER

BURR & FORMAN, LLP

BRYAN O. BALOGH
RIK S. TOZZI
Attorneys for Defendant
CITIMORTGAGE, INC.

WOLFE & WYMAN LLP
ATTORNEYS & COUNSELORS AT LAW

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VERIFICATION

I have read the foregoing **ANSWER OF DEFENDANT CITIMORTGAGE, INC. TO FOURTH AMENDED COMPLAINT** and know its contents.

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and to those matters I believe them to be true.

I am an officer a partner a Business Operations Analyst, for CitiMortgage, Inc., a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for _____, a party to this action. Such party is absent from the country of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believed and on that ground allege that the matters stated in the foregoing document are true.

Executed on September _16th, 2015, at _O'Fallon, Missouri. _____

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

Cindy Swan
Type or Print Name

Cindy Swan
Signature





PROOF OF SERVICE

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 2301 Dupont Drive, Suite 300, Irvine, California 92612-7531.

On September/20 2015, I served the document(s) described as ANSWER OF DEFENDANT CITIMORTGAGE, INC. TO FOURTH AMENDED COMPLAINT on all interested parties in said action by placing a true copy thereof in a sealed envelope addressed as stated on the ATTACHED SERVICE LIST.

BY MAIL: as follows:

STATE - I am "readily familiar" with Wolfe & Wyman LLP's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

BY ELECTRONIC SERVICE as follows: I caused such document(s) to be transmitted at 2:55 a.m./p.m. to the electronic mailing address of the addressee listed on the attached service list by use of electronic mail. The electronic service of the document(s) complied with California Rules of Court, Rule 2.251 in that it was pursuant to court order, local rule, stipulation of the parties or the consent of the addressee. A copy of the original document bearing original signatures will be available for inspection upon request per California Rules of Court, Rule 2.257. All addressees have been provided with the sender's electronic service address.

BY OVERNIGHT COURIER SERVICE as follows: I caused such envelope to be delivered by overnight courier service to the offices of the addressee. The envelope was deposited in or with a facility regularly maintained by the overnight courier service with delivery fees paid or provided for.

BY FACSIMILE as follows: I caused such documents to be transmitted to the telephone number of the addressee listed on the attached service list, by use of facsimile machine telephone number. The facsimile machine used complied with California Rules of Court, Rule 2004 and no error was reported by the machine. Pursuant to California Rules of Court, Rule 2006(d), a transmission record of the transmission was printed.

STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September/20 2015, at Irvine, California.

Rebecca Nichols
Rebecca Nichols

1 **SERVICE LIST**
2 **Los Angeles Superior Court, West District - Santa Monica - Case No. SC117126**
3 **BOYD v. CMI**
4 **W&W File No. 1133-952**
5 **[Revised: 6/22/2015]**

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