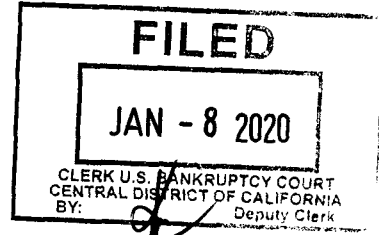


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8 UNITED STATES BANKRUPTCY COURT FOR THE  
9 CENTRAL DISTRICT OF CALIFORNIA

<p>10 In re:</p> <p>11 MARY CUMMINS-COBB,</p> <p>12</p> <p>13 Debtor</p> <hr/> <p>14 KONSTANTIN KHIONIDI, as Trustee</p> <p>15 Of the COBBS TRUST,</p> <p>16</p> <p>17 Plaintiff,</p> <p>18 vs.</p> <p>19 MARY CUMMINS-COBB</p> <p>20 Defendant.</p>	<p>) Case No. 2:17-bk-24993-RK</p> <p>) Chapter 7</p> <p>) Adv. Proc. No. 2:18-ap-01066-RK</p> <p>) DEFENDANT'S REPLY TO</p> <p>) PLAINTIFF'S OPPOSITION TO</p> <p>) DEFENDANT'S MOTION</p> <p>) SUMMARY JUDGMENT</p> <p>) Judge: Honorable Robert N. Kwan</p> <p>) Courtroom: 1675</p> <p>) Edward R. Roybal Federal Building</p> <p>) 255 E. Temple St, Suite 1682</p> <p>) Los Angeles, CA 90012</p>
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21 **INTRODUCTION**

22 Defendant Mary Cummins has never defamed Plaintiff Lollar with malice or  
23 otherwise. Plaintiff Lollar never even showed one element of defamation in the trial  
24 court. Plaintiff never stated what Plaintiff felt was defamatory before or during the  
25 trial. After the trial Plaintiff's attorney wrote the judgment and Judge William Brigham  
26 signed it without reading or editing it. Visiting retired 84 year old Judge Brigham did  
27 not sign and file an oath of office after being assigned to the case. The assignment was

28 DEFENDANT'S REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION  
SUMMARY JUDGMENT

1 only from June 10, 2012 to June 15, 2012. It was not for the “duration of the case.”  
2 Judge Brigham did not have jurisdiction when Judge Brigham signed the court order  
3 August 2012. The court order is therefore void.

4 At the December 17, 2019 hearing Judge Robert Kwan ordered Plaintiff’s attorney  
5 Philip Stillman to give Defendant legal notice. Stillman only filed Doc #114, i.e. a  
6 renewed statement of uncontroverted facts and conclusions of law on defendant’s  
7 motion for summary judgment.

8 Judge Kwan also ordered Stillman to resolve all claims filed in the original  
9 Complaint Objecting to Discharge, namely claims 727(a)(2)-(5) and 523(a)(6). Instead  
10 Stillman reargued claim 523.

### 11 UNCONTROVERTED FACTS

12 1. Defendant does not deny what the Appeals Court stated in their Opinion.  
13 Defendant denies that the Opinion proves there was defamation and defamation  
14 with malice. Not one element of defamation was shown in the trial court.  
15 Plaintiff never stated what they felt was defamatory pre-trial or during the trial.  
16 Defendant never defamed Plaintiff ever. The judgement does not have the words  
17 “defamation,” “defamatory,” “libel,” “slander,” or “malice.” It’s impossible for  
18 the Appeals Court to add words and statements which were not in the original  
19 judgment. The Appeal Court can only rule whether or not the trial court ruled  
20 according to the law and evidence in the trial court. Even then the Appeal Court  
21 did not rule based on the law and evidence. There was no evidence of  
22 defamation. It’s therefore impossible for the Appeals Court to rule after the fact  
23 that there was evidence of defamation.

24 2. Defendant does not deny what the Appeals Court wrote in their opinion.  
25 Defendant does deny that the physical six page judgement supports the facts 1-  
26 30. See #1 above.  
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3. Defendant believes that Plaintiff Konstantin Khionidid does not exist. Plaintiff's attorney Stillman stated repeatedly that Plaintiff would go to a US notary and notarize the transfer of the judgment from Khionidi back to Plaintiff Amanda Lollar. After giving many excuses such as travel Khionidi never, after many months, was able to get Plaintiff's signature notarized. The reason for this is because Khionidid does not exist. In order to have a valid assignment there must be a valid agreement with a real person. Khionidi does not exist and is merely a straw man, alter ego.

4. This Court ruled that the judgment as written is dischargeable. This Court also ruled that Plaintiff Khionidi has no standing in this case.

5. 5A. Plaintiff has two #5 items. Defendant will reply to 5A and 5B. A valid assignment of judgment must have a valid assignor and assignee. While Amanda Lollar exists Khionidi does not exist. This makes the assignment void. An assignment is a contract. In order for a contract to be valid it must, "Most contracts only need to contain two elements to be legally valid: All parties must be in agreement (after an offer has been made by one party and accepted by the other). Something of value must be exchanged -- such as cash, services, or goods (or a promise to exchange such an item) -- for something else of value." Not only are there not two parties but the alleged Khionidi and Lollar did not exchange anything of value for the judgment. This proves Khionidi does not exist. No sane person would want a less than worthless judgment. This judgment has negative value as Defendant has no assets and Plaintiff will continue to pay legal fees and costs.

5B. A proper assignment needs a real assignor and assignee. Again, Khionidi does not exist. Plaintiff has had ample time to prove that Khionidi exists by having Khionidi sign a notarized statement. Plaintiff's attorney Stillman swore

1 for months that Stillman would provide the court with this notarized statement.  
2 Stillman has failed to do so.

3 6. The assignment does not meet all the requirements for a valid assignment of  
4 a judgment. Party Khionidi does not exist. Plaintiff has failed to prove that  
5 Khionidi exists. Defendant asked for evidence that Khionidi is a real person in  
6 discovery and Plaintiff did not provide any such evidence.

7 7. Defendant has previously shown evidence that the assignment is not valid.  
8 Again in this document Defendant supplies evidence that the assignment is not  
9 valid.

10 8. A Trustor that does not exist cannot create a valid trust. If trusts could be  
11 formed by people who do not exist, criminals would be using such trusts to hold  
12 dirty assets.

13 9. Again Stillman references that the alleged Khionidi who allegedly lives in  
14 Russia asserted that Khionidi lives in California. This is just another reason why  
15 the trust is void. Alleged Khionidi has allegedly stated in documents that  
16 Khionidi does business in Russia and not California. Stillman has argued this  
17 point to this Court.

18 10. Khionidi does not exist.

19 11. Khionidi does not exist.

20 12. Khionidi does not exist.

21 13. The fact that Plaintiff's attorney Stillman has told the Court that Khionidi is  
22 a real person, has promised to prove this with a notarized document and has  
23 never done so is evidence of Plaintiff's unclean hands.

24  
25 **JUDGMENT IS DISCHARGEABLE**

26 Defendant Mary Cummins filed a motion for summary judgment based on three  
27 arguments, (1) The judgment is dischargeable, (2) Plaintiff Khionidi has no legal  
28 standing in this case and (3) Plaintiff has unclean hands.

1 Plaintiff argues that this Court affirmed that the judgment is not dischargeable  
2 based on Plaintiff's list of alleged uncontroverted facts. The adversary proceeding is  
3 based on the six page judgment and nothing more. On page six of the judgment it  
4 clearly states "All other relief not expressly granted in this judgment is denied." The  
5 judgment does not state it includes the trial minutes or words from the opinion of an  
6 appeal which hadn't even been filed at that time the judgment was made. The  
7 judgment which was given to Plaintiff Khionidi is the same six page only judgment.  
8 The Appeal Opinion was not released before the judgment was filed in California.

9 Defendant stated and argued that the 31 statements are disputed and not correct.

10 Item #4 stated "the Texas Court awarded \$3 million in damages on the defamation  
11 claim and \$3 million in exemplary damages." Nowhere in the six page judgment is the  
12 word "defamation," "defamatory," "libel..." Nowhere in the six page judgment does it  
13 state that any damages are for defamation.

14 Item #5 stated "the trial court included a list of all of the defamatory statements  
15 that, as part of the Texas judgment, Cummins was ordered to take down (Judgment)."  
16 Again, the judgment does not state it's a list of "defamatory statements" made and  
17 posted by "Defendant." Defendant didn't even write many of the items to be removed.  
18 Many were written by Plaintiff Lollar, Lollar's veterinarian, members of the public and  
19 government agencies. None were defamatory. Plaintiff did not show one element of  
20 defamation for any item to be removed as every single item was the truth part of  
21 Defendant's fair and privileged reports to government agencies which can never be  
22 defamation.  
23

24 The original lawsuit was for defamation, breach of contract and liquidated damages.  
25 The judgment is vague and does not specify what damages are for what causes of  
26 action. A judgment must be clear and specific to be enforceable. The Appeals Court  
27 reversed all damages for breach of contract and liquidated damages. Based on the six  
28 page judgment it is impossible to know what damages are related to which complaint.

1 In order for a judgment to be valid, it must be clear and not ambiguous. The  
2 judgment as written is not clear about the claim of defamation. The other claims were  
3 reversed in the Appeals Court. The judgment as written is a take down order. It is not a  
4 list of Defendant's alleged defamatory statements. Defendant didn't make or post all or  
5 most of the statements in the judgment. They were made and posted by Plaintiff,  
6 government agencies, Plaintiff's veterinarians... other people.

7 The judgment as written, as filed is dischargeable based on the laws of California.  
8 This Court's May 22, 2018 Order Denying Motion for Judgment on the Pleadings  
9 states the same with legal argument.

10 **PLAINTIFF HAS NO LEGAL STANDING IN THIS CASE**

11 May 24, 2019 Doc 82 this Court stated "the court determines that there are  
12 genuine issues of material fact for trial as to (sic) to whether Plaintiff Konstantin  
13 Khionidi, as Trustee of the Cobbs Trust, created a valid trust and has standing to  
14 pursue a judgment in this adversary proceeding and whether the Assignment meets  
15 all of the requirements for a valid assignment of a judgment ..."

16 See Defendant's arguments above. Khionidid does not exist. There was no legal  
17 contract, assignment with Amanda Lollar. Two parties are needed for a contract. They  
18 both must be real parties and not fake strawmen that don't exist.

19 Plaintiff's attorney Phillip Stillman stated in Court that his client Plaintiff Khionidi  
20 would physically go to a US notary and notarize a transfer of the judgment back to  
21 Plaintiff Lollar. For months Stillman stated the alleged person Khionidi was traveling  
22 and couldn't find a notary. Defendant believes that Khionidi does not exist and is  
23 merely a straw person. The judgment wasn't transferred back to Plaintiff Lollar as  
24 someone wasn't willing or able to get an agreement notarized by the alleged Khionidi  
25 and signed by an actual US notary. This Court at the last hearing instructed Plaintiff's  
26 attorney Stillman to correct the issue in Stillman's reply to Defendant's Motion for  
27

1 Summary Judgment. Stillman, Plaintiff did not do that in their reply. This confirms  
2 that Plaintiff has no standing in this case.

3 **PLAINTIFF HAS UNCLEAN HANDS**

4 Defendant restates Defendant's argument for unclean hands. Defendant would like  
5 to add that Plaintiff in their reply (Doc 102) to Defendant's Motion for Continuance  
6 (Doc 103) is more evidence of unclean hands. Plaintiff stated that Defendant emailed  
7 Plaintiff's attorney Stillman from Defendant's laptop. Defendant's Exhibit 1 (Doc 103)  
8 clearly proves that Defendant emailed from Defendant's very old iPhone. It states this  
9 in the email in the signature line. One can see it in the format of the email. If Plaintiff  
10 were to have checked message source, original headers, Plaintiff could have also seen  
11 that the email was delivered by phone and not a computer.

12 The fact that Plaintiff has stated to this Court that Khionidi is a real person when  
13 Khionidi is not is more evidence of unclean hands. The fact that Plaintiff argues that  
14 the contract, assignment was valid when it was not is more evidence of unclean hands.

15 **CONCLUSION**

16 Plaintiff did not dismiss claim 727(a)(2)-(5) as ordered by the Court in Plaintiff's  
17 reply. Plaintiff stated to the Court that Plaintiff would dismiss that claim yet did not do  
18 so in Plaintiff's reply. Defendant asks the Court to dismiss that claim as Plaintiff for  
19 lack of proper pleading. For the foregoing reasons Defendant Mary Cummins hereby  
20 requests that this Court dismiss Plaintiff's Adversary Proceeding and discharge the  
21 underlying judgment.  
22

23  
24 Respectfully submitted,

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26

27 Dated: January 7, 2020

Mary Cummins, Defendant pro se