

1 MARY CUMMINS
2 Debtor, Defendant, In Pro Per
3 645 W. 9th St. #110-140
4 Los Angeles, CA 90015
5 Direct: (310) 877-4770
6 Fax: (310) 494-9395
7 Email: mmmaryinla@aol.com

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

10 In re:	)	Case No. 2:17-bk-24993-RK
11	)	Chapter 7
12 MARY CUMMINS-COBB,	)	Adv. Proc. No. 2:18-ap-01066-RK
13)	
14 Debtor	)	MOTION FOR SUMMARY
15	)	JUDGMENT: JUDGMENT IS
16 <u>KONSTANTIN KHIONIDI, as Trustee</u>	)	DISCHARGEABLE, PLAINTIFF HAS
17 Of the COBBS TRUST,	)	NO STANDING IN CASE, UNCLEAR
18	)	HANDS
19 Plaintiff,	)	Judge: Honorable Robert N. Kwan
20 vs.	)	Courtroom: 1675
21 MARY CUMMINS-COBB	)	Edward R. Roybal Federal Building
22	)	255 E. Temple St, Suite 1682
23	)	Los Angeles, CA 90012
24 Defendant.	)	Hearing: November 19, 2019 2:30 p.m.

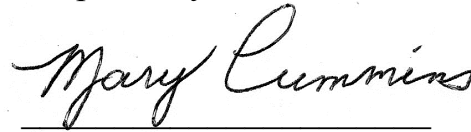
25 PLEASE TAKE NOTICE that Defendant MARY CUMMINS hereby moves for
26 Summary Judgment to determine the non-dischargeability of Plaintiff's judgment
27 against the debtor and defendant Mary Katherine Cummins-Cobb pursuant to 11
28 U.S.C. § 523(a)(6). Defendant also moves for summary judgment to determine that
Plaintiff has no standing in the case and has unclean hands.

The Motion is based upon 11 U.S.C. § 523(a)(6), and Rule 56 of the Federal Rules
of Civil Procedure ("FRCP") as incorporated by Rule 7056 of the Federal Rules of

1 Bankruptcy Procedure (“FRBP”), the accompanying Motion, Memorandum of Points
2 and Authorities, the Declaration of Mary Cumins, the Separate Statement of
3 Uncontroverted Facts, the Proposed Separate Statement of Uncontroverted Facts and
4 Conclusions of Law and all papers and pleadings on file herein, and such other
5 evidence that may be presented to the Court at or prior to the hearing.

6 As grounds therefor, this Court has stated that pursuant to 11 U.S.C. § 523(a)(6) the
7 judgment does not rise to the level of malice in California courts and is therefore
8 dischargeable. Plaintiff also has no legal standing in the case and has unclean hands.

9 Respectfully submitted,

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12 Dated: October 7, 2019

13 Mary Cummins, Defendant pro se
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **STATEMENT OF FACTS**

3 A. The Judgment

4 Defendant never defamed Plaintiff Lollar or Bat World with or without malice.
5 The signed August 27, 2012 six page trial court judgment that is the subject of
6 this bankruptcy does not state that Defendant defamed Amanda Lollar with or
7 without malice. The judgment doesn't contain the words "defame," "defamatory,"
8 "libel," "malice," or "malicious." The judgment is a take down order only.
9 Defendant didn't even write all of the items to be taken down. Some were written
10 by Plaintiff Lollar. The judgment was later domesticated in California Los
11 Angeles Superior Court case BS140207. The six page judgment is the basis of the
12 adversary proceeding.
13

14 April 27, 2019 Plaintiff filed a Motion for Summary Judgement on the Fourth
15 Cause of Action to Determine Non-Dischargeability of Debt (Doc 10). May 25,
16 2019 this Court denied Plaintiff's Motion (Doc 19). The basis of the denial was
17 the judgment does "not meet the willfulness standard of 11 U.S.C. 523(a)(6) as
18 indicated in In re Plyam, supra. P."

19 November 26, 2018 Plaintiff filed another Motion for Summary Judgment on
20 the Fourth Cause of Action (Doc 35). Defendant replied February 11, 2019 (Doc
21 50). May 24, 2019 this Court filed an order granting in part and denying in art the
22 motion for summary judgment (Doc 82).
23

24 The Court ruled as follows, "the court determines that there are genuine issues
25 of material fact for trial as to to whether Plaintiff Konstantin Khionidi, as Trustee
26 of the Cobbs Trust, created a valid trust and has standing to pursue a judgment in
27 this adversary proceeding and whether the Assignment meets all of the
28 requirements for a valid assignment of a judgment because there is outstanding
discovery that Defendant needs in order to respond to the motion for partial

1 summary judgment or summary adjudication of facts pursuant to Federal Rule of
2 Bankruptcy Procedure and Federal Rule of Civil Procedure 56(d).”

3 This Court ordered Plaintiff to give Defendant a copy of the trust agreement
4 which was originally filed under seal (Doc 68). This agreement which Defendant
5 will not attach clearly shows that Plaintiff has no standing in this case. It’s not a
6 valid trust agreement. Defendant argues that Plaintiff Konstantin Khionidi, as
7 trustee of the Cobbs Trust, did not create a valid trust, does not have standing to
8 pursue a judgment in this case and the assignment does not meet all the
9 requirements of a valid assignment. Defendant believes Konstantin Khionidi is
10 not a real person but a straw person so Defendant could not pursue any discovery.

11 Besides the fact that the six page judgment does not meet the level of legal
12 malice in California and Plaintiff has no legal standing in this case. Plaintiff has
13 unclean hands in this case. For all these reasons the judgment is dischargeable.

14 **ARGUMENT**

15 **I.**

16 **JUDGMENT IS DISCHARGEABLE**

17 The August 27, 2012 six page signed judgment as written does not meet the
18 willfulness standard of 11 U.S.C. 523(a)(6). The judgment is a takedown order only.
19 None of the items in the order are defamatory. Defendant didn’t even write them all.
20 Some were written by Plaintiff and others. The judgment does not contain the words
21 “defamation,” “defamatory” or “malice.” Again, Defendant never defamed Plaintiff
22 Lollar.
23

24 April 27, 2019 Plaintiff filed a Motion for Summary Judgement on the Fourth
25 Cause of Action to Determine Non-Dischargeability of Debt (Doc 10). May 25, 2019
26 this Court denied Plaintiff’s Motion (Doc 19). The basis of the denial was the
27 judgment does “not meet the willfulness standard of 11 U.S.C. 523(a)(6) as indicated
28 in *In re Plyam, supra. P.*”

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II.

PLAINTIFF KONSTANTIN KHIONIDI HAS NO STANDING IN THIS CASE

May 24, 2019 Doc 82 this Court stated “the court determines that there are genuine issues of material fact for trial as to (sic) to whether Plaintiff Konstantin Khionidi, as Trustee of the Cobbs Trust, created a valid trust and has standing to pursue a judgment in this adversary proceeding and whether the Assignment meets all of the requirements for a valid assignment of a judgment because there is outstanding discovery that Defendant needs in order to respond to the motion for partial summary judgment or summary adjudication of facts pursuant to Federal Rule of Bankruptcy Procedure and Federal Rule of Civil Procedure 56(d).”

The Court ordered Plaintiff to give Defendant a copy of the “trust agreement” Doc 68. While the Court stated there was outstanding discovery needed by Defendant which was true, the discovery period was over January 31, 2019. For this reason Defendant has not been able to do any discovery. Plaintiff refuses to give discovery.

This 18 page “Revocable Living Trust Agreement” allegedly signed by Plaintiff Konstantin Khionidi March 20, 2017 is not a valid agreement or trust. It is the most common free living trust form on the internet via Google search. On top of this the judgment is not part of the trust agreement.

Page 1, paragraph one states that Khionidi lives in the “Anapa, Krasnodarskii Krai, Russian Federation County, State of California.” There is no Anapa, Krasnodarskii Krai, Russian Federation County” in the state of California. There is no “California” in Russia. There is an “Anapa, Krasnodarskii Krai” in the Russian Federation in Russia. Defendant believes Plaintiff added “California” to make it appear that this court has jurisdiction.

Page 1, paragraph 2, item 1 states the COBBS TRUST is created “in accordance with the California probate code.” There is no reason why a trust named after

1 Defendant and created for the purpose of possessing a judgment would be based on
2 probate code. Page 1 at the top it states it's a revocable living trust agreement. The
3 purpose of a revocable living trust agreement is to avoid probate.

4 Page 1, paragraph 3, item 2 states Konstantin lives in Anapa, Russian Federation
5 which is a contradiction of paragraph 1 stating Konstantin is in California.

6 Page 15, item 42 states "The Trustor is not a citizen or tax resident of the United
7 States. In the event that the Trust generates taxable income, it will be subject to
8 withholding taxes under the applicable tax treaty..."

9 Page 1, paragraph 4 states that if the trustor dies, the beneficiary is Bat World
10 Sanctuary in Texas one of the original parties in the underlying Texas lawsuit. All
11 claims to Bat World were reversed on appeal. The address listed is a 217 N Oak,
12 Mineral Wells, Texas which Plaintiff Lollar and Bat World have not owned or used
13 in many years. This agreement is dated March 2017 long after Plaintiff Lollar and
14 Bat World left that building. On top of this Plaintiff and their attorney Phillip
15 Stillman swore that Plaintiff Lollar and Bat World had nothing to do with the
16 current lawsuit or judgment.

17 Page 1, item 3 states the "If the Trustor is unable to serve as Trustee for any
18 reason, then the Trustor hereby appoints Amanda Lollar as Successor Trustee."
19 Again, Plaintiff swore Lollar was not involved in any way.

20 Page 1 item 3 states "The principal place of administration of this trust if the
21 Trustors place of residence." That would be Russia.

22 Page 1 item 3 states "All rights, title, and interest"...listed on the attached
23 Exhibit "A", is hereby assigned, conveyed and delivered to the Trustee for
24 inclusion in this Trust." The only items listed in Exhibit A is \$100 and a bank
25 account. The judgment is not listed as an asset of the trust March 20, 2017. As the
26 judgment was allegedly assigned to Khionidi April 20, 2017, it should have been
27 included. There is no evidence that the judgment is part of the trust. There are no
28

1 other agreements which include the judgment. There is no evidence that Khionidi
2 controls the judgment.

3 Page 17 Plaintiff Khionidi signed its name as the trustor and the trustee of the
4 agreement. Above the signatures it states “IN WITNESS WHEREOF” yet there is
5 no notary or witness statement or signature. The agreement would have to be
6 notarized in order to use in a lawsuit proceeding in California. There is no other
7 way to know who signed the document. No signature of Khionidi has ever been
8 notarized in this case. This is more reason to believe Khionidi is a strawman who
9 does not exist.
10

11 Konstantin Khionidi has been represented by good counsel in this case. It’s
12 incomprehensible that Khionidi a Russian who speaks Russian would write his own
13 trust agreement in English and sign his name in English. In fact this “agreement” is
14 a standard free trust agreement found on the internet. It’s very possible that Plaintiff
15 Amanda Lollar forged this document as Lollar has forged many documents in the
16 past. Lollar forged an agreement with Talking Talons in New Mexico for a lawsuit.
17 Lollar forged the agreement in the underlying Texas lawsuit regarding the
18 judgment. Lollar forged exhibits in the copy/paste current lawsuit in Texas. This
19 appears to be just another forgery by Plaintiff Amanda Lollar.
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21 On top of all of this Plaintiff’s attorney Phillip Stillman at the May 29, 2019
22 1:30 p.m. hearing stated (Exhibit 1, page 2, line 21) “But I do believe that the
23 likelihood is going to be that we’re going to resolve that issue by substituting Ms.
24 Lollar is as the plaintiff instead of Mr. Khionidi, to take care of that issue. And so I
25 anticipate moving for – moving again, if necessary, for a summary judgment on that
26 issue.” This is after Plaintiff’s attorney Stillman has stated many, many times to this
27 Court that Plaintiff Amanda Lollar is no longer involved in the case. New Plaintiff
28 Lollar would have to file the adversary proceeding in her own name. The time to
file an adversary proceeding as a new party was over March 10, 2018.

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III

PLAINTIFF HAS UNCLEAN HANDS

Defendant previously filed a motion to dismiss for unclean hands March 5, 2019 with an amended motion March 20, 2019. Defendant was denied that motion as Defendant did not give the proper 42 day notice. That is why Defendant filed this current motion with 42+ days notice. Defendant incorporates those previous motions in this filing and adds more instances of unclean hands.

April 11, 2019 Defendant filed a reply to Plaintiff’s initial adversary complaint (Doc 8). Defendant raised the argument of unclean hands in that reply page 4 “DEFENDANT’S FIRST CLAIM OF RELIEF. Plaintiffs, Claimant have Unclean Hands.” Many items Plaintiff stated in their original complaint were absolutely false.

Plaintiff stated to this Court via their attorney Phillip Stillman that Plaintiff Amanda Lollar and Bat World Sanctuary currently have nothing to do with the judgment. This is false. The trust agreement dated 2017 states that Bat World Sanctuary is a trustee of the judgment.

Plaintiff used strawman Konstanti Khionidi to intentionally make it impossible to do any discovery. Khionidi allegedly lives in Russia making it impossible to depose Khionidi as he’s over 100 miles away. Defendant was not allowed to depose Plaintiff Amanda Lollar as Plaintiff’s attorney argued Lollar is an unrelated third party who lives over 100 miles away. At the last hearing Plaintiff’s attorney Stillman stated he would swap Plaintiff Lollar in for Plaintiff Khionidi. That would mean that Defendant would be, would have been allowed to do discovery on Lollar. Plaintiff Lollar refused to answer any discovery.

Plaintiff’s attorney Stillman stated at the May 29, 2019 hearing page six, line 5 (Exhibit 1), “she had said she had requested them not to produce” in regard to bank

1 statements from one bank. Defendant never requested that bank not to produce
2 records. This is a blatant lie told by Plaintiff's attorney Stillman.

3 This Court ordered Plaintiff to give Defendant a copy of the trust agreement
4 within 30 days of the May 24, 2019 hearing (Doc 81). Plaintiff did not do this.
5 Defendant requested the agreement again and Plaintiff refused until Defendant sent
6 a copy of the court order. Plaintiff finally gave a copy of the agreement July 24,
7 2019 30 days late.

8 Plaintiff stated in their original adversary complaint that Defendant has
9 transferred or concealed assets within a year before the filing of the petition.
10 Plaintiff included no evidence. This is a false statement.

11 Plaintiff stated in their original adversary complaint that Defendant stated
12 Defendant "lives on a farm." Defendant never stated this. Plaintiff showed no
13 evidence supporting this false statement.

14 Plaintiff stated "Defendant concealed or falsified information regarding
15 property." Plaintiff supplied no evidence. This is false.

16 Plaintiff stated Defendant has a credit card yet provided no proof. Defendant
17 does not have a credit card.

18 Plaintiff filed a motion with a copy of Defendant's passport without redaction
19 which is a violation of the redaction rule. It should have been filed under seal.
20 Plaintiff later posted Defendant's passport on the Internet. Defendant had to get it
21 removed by WordPress. Defendant must get a new passport.

22 The adversary proceeding should be dismissed because Plaintiff has unclean
23 hands.

24 **CONCLUSION**

25 For the foregoing reasons, Defendant requests that the adversary proceeding be
26 dismissed and this judgment be discharged per CCP § 377.10-377.43 and § 377.32.
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1 This one \$10,000,000.00 plus judgment is the only reason Defendant filed for
2 bankruptcy.

3 Respectfully submitted,

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7 Mary Cummins, Defendant
8 October 8, 2019
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1 PROOF OF SERVICE
2 (FRCivP 5 (b)) or
3 (CCP 1013a, 2015.5) or
4 (FRAP 25 (d))

5 I am Plaintiff in pro per whose address is 645 W. 9th St. #110-140, Los Angeles,
6 California 90015-1640. I am over the age of eighteen years.

7 I further declare that on the date hereof I served a copy of:
8 DEFENDANT'S MOTION FOR SUMMARY JUDGMENT
9 on the following interested parties by email to the following.

10
11 Philip H. Stillman
12 Stillman & Associates
13 pstillman@stillmanassociates.com
14

15
16 I declare under penalty of perjury, under the laws of the State of California, that the
17 foregoing is true and correct.

18 Executed this day, October 8, 2019, at Los Angeles, California.

19 Respectfully submitted,

20
21 

22
23 Mary Cummins, Plaintiff
24 Dated: October 8, 2019
25 645 W. 9th St. #110-140
26 Los Angeles, CA 90015
27
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