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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

CITIMORTGAGE, INC., a New York corporation,

Plaintiff,

v.

CANDIDA MOBLEY WRIGHT (A/K/A DARCI CANDIDA MOBLEY A/K/A CANDIDA WRIGHT A/K/A CANDIDA MOBLEY), as an individual and as trustee for the Wright Revocable Family Trust and as co-trustee for the Candida Mobley Revocable Trust; BENNY HARRIS, an individual; ANGELLINE FAAPUTU AFO, an individual; TONY RUMFORD, an individual; JIMMY LEE NICHOLAS, as co-trustee for the Candida Mobley Revocable Trust; MARIA NAVARRO, as co-trustee for the Candida Mobley Revocable Trust; JULES HOWARD, JR., an individual; TONIA FRANKLIN (A/K/A TANIA FRANKLIN), an individual; DURELL

Case No.: 2:16-cv-2920-DSF-FFMx

**JUDGMENT ON
CITIMORTGAGE, INC.’S
FOURTH AMENDED
COMPLAINT AS TO THE
FOLLOWING CAUSES OF
ACTION:**

- (1) QUIET TITLE (as of 4/25/2007);**
- (2) CANCELLATION; AND**
- (3) DECLARATORY RELIEF**

1 COLEMAN, an individual,
2 BARBARA DONAHUE, an
3 individual; ALL PERSONS
4 UNKNOWN, CLAIMING ANY
5 LEGAL OR EQUITABLE RIGHT,
6 TITLE, ESTATE, LIEN, OR
7 INTEREST IN THE PROPERTY
8 DESCRIBED IN THE COMPLAINT
9 ADVERSE TO PLAINTIFF'S TITLE,
10 OR ANY CLOUD UPON
11 PLAINTIFF'S TITLE THERETO; and
12 DOES 1-50, inclusive,
13
14 Defendants.

15 After consideration of the papers in support of the Application for Default
16 Judgment, and Judgment Relating to the Fourth Amended Complaint filed by Plaintiff
17 CitiMortgage, Inc., and the pleadings and papers on file in this action, including
18 CitiMortgage's Motion for Summary Adjudication against Candida Mobley Wright
19 (Mobley) and all supporting papers (Dkt. Nos. 154, 169-172, 174), and the Stipulation
20 for Entry of Final Judgment between Mobley and CitiMortgage (Dkt. 206), judgment is
21 entered in favor of CitiMortgage against Defendants Benny Harris, Angelline Faaputu
22 Afo, Tony Rumford, Jimmy Lee Nicholas, Maria Navarro, Jules Howard, Jr., Tonia
23 Franklin (a/k/a Tania Franklin), and Durell Coleman (collectively, Defaulting
24 Defendants).

25 The "Property" at issue in this litigation is commonly known as 15523 Collina
26 Strada Street, Los Angeles, California 90077, and is legally described as:

27 Lot 18 of Tract No. 25625, in the City of Los Angeles, County of Los
28 Angeles, State of California, as per map recorded in book 834 pages 93 to
29 96 of maps, in the Office of the County Recorder of said county.

30 Except therefrom all oil, gas, minerals, and other hydrocarbon substances
31 lying below a depth of 500 feet, but with no right of surface entry, as
32 provided in deed recorded June 9, 1976 as Instrument No. 524, Official
33 Records.

1 Based on the evidence presented by CitiMortgage in this action and the
2 Stipulation for Judgment between Mobley and CitiMortgage, CitiMortgage has
3 demonstrated that it is entitled to a judgment on its First Cause of Action for Quiet Title
4 against the Defaulting Defendants on the Property.

5 In addition, CitiMortgage is entitled to default judgment on its other causes of
6 action as requested in the Application

7 **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:**

8 1. CitiMortgage is the prevailing party on its causes of action for Quiet Title,
9 Cancellation, and Declaratory Relief. Based on this ruling, CitiMortgage's causes of
10 action for Reformation, Equitable Lien, and Equitable Subrogation are rendered moot
11 and dismissed without prejudice.

12 2. The 2007 Deed of Trust, recorded on April 25, 2007 in the Official
13 Records, Recorder's Office, Los Angeles County, California, as Instrument
14 20070994221 (2007 Deed of Trust), encumbers 100% of the Property.

15 3. CitiMortgage was assigned all beneficial interest and all rights accrued or
16 to accrue through an Assignment of Deed of Trust. The Assignment was recorded on
17 May 11, 2011 with the Official Records, Recorder's Office, Los Angeles County,
18 California, as Instrument No. 20110665182.

19 4. The Grant Deed conveying the Property from Howard to Mobley, which
20 was recorded in the Official Records, Recorder's Office, Los Angeles County,
21 California on November 2, 2009, as Instrument No. 20091651658 (Secret Grant Deed),
22 was a sham document, executed during the escrow process by which Mobley was
23 conveying the Property to Howard. It was not supported by consideration. *See* Dkt.
24 206.

25 5. The grant deeds executed by Mobley between 2011 and 2015, which
26 purported to transfer interests in the Property to one or more of the Defaulting
27 Defendants are void, because they were sham contracts, were entered into for the illegal
28 purpose of interfering with CitiMortgage's right to foreclose, and lacked consideration.

1 These include the documents recorded in the Official Records, Recorder’s Office, Los
2 Angeles County, California, identified as:

- 3 • Instrument No. 20110602666, Grant Deed – Trust Transfer, recorded
4 on April 2, 2011;
- 5 • Instrument No. 20110772419, Trust Transfer Grant Deed, recorded
6 on June 6, 2011;
- 7 • Instrument No. 20110903861, Trust Transfer Grant Deed, recorded
8 on July 5, 2011;
- 9 • Instrument No. 20111041592, Trust Transfer Grant Deed, recorded
10 on August 3, 2011;
- 11 • Instrument No. 20111233385, Trust Transfer Grant Deed, recorded
12 on September 12, 2011;
- 13 • Instrument No. 20111376340, Trust Transfer Grant Deed, recorded
14 on October 11, 2011;
- 15 • Instrument No. 20111535170, Trust Transfer Grant Deed, recorded
16 on November 14, 2011;
- 17 • Instrument No. 20121156040, Grant Deed, recorded on August 3,
18 2012;
- 19 • Instrument No. 20130984508, Grant Deed, recorded on July 3, 2013;
- 20 • Instrument No. 2015553805, Grant Deed, recorded on May 13,
21 2015;
- 22 • Instrument No. 20140834289, Grant Deed, recorded on August 11,
23 2014;
- 24 • Instrument No. 20150978745, Grant Deed, recorded on August 11,
25 2015; and
- 26 • The “Grant Deed” from Darci Candida Mobley conveying an
27 undivided 5% interest to Tonia Franklin, referenced in a petition
28 filed with the U.S. Bankruptcy Court, Central Division on February
13, 2015 assigned as Case No. 2:15-bk-12207-VZ (which may not
have been recorded).

1 (Collectively, Fractional Grant Deeds.)

2 6. **First Cause of Action – Quiet Title:** Judgment is entered in favor of
3 CitiMortgage on its Quiet Title cause of action. Specifically, CitiMortgage’s lien
4 interest, based on the 2007 Deed of Trust, attached against 100% of the Property as of
5 April 25, 2007, and is superior to any purported to any right, title, estate, lien or interest
6 in the Property of any of the Defaulting Defendants. Further, the Fractional Grant
7 Deeds and Secret Grant Deed are void.

8 7. **Second Cause of Action – Cancellation:** Default Judgment is entered in
9 favor of CitiMortgage on its Cancellation cause of action. Specifically, the Fractional
10 Grant Deeds and Secret Grant Deed were sham documents and are void. They are
11 cancelled.

12 8. **Sixth Cause of Action – Declaratory Relief:** Default Judgment is entered
13 in favor of CitiMortgage on its Declaratory Relief cause of action. Specifically, the
14 Court determines:

- 15 a) That CitiMortgage holds the first and senior security lien against
16 100% of the Property pursuant to the 2007 Deed of Trust.
- 17 b) That the Fractional Grant Deeds and Secret Grant Deed are
18 cancelled/voided.
- 19 c) That any interest in the Property that may be asserted by the
20 Defaulting Defendants is junior and subordinate to the interest held
21 by CitiMortgage against the Property.

22 9. CitiMortgage may cause this Final Judgment to be recorded with the Los
23 Angeles County Recorder’s Office.

24 IT IS SO ORDERED.



25 DATED: 4/6/18

26
27 Dale S. Fischer
28 United States District Judge