

IN THE CIRCUIT COURT OF MARYLAND FOR BALTIMORE COUNTY

BRIAN MCPEAKE, ET AL.

Plaintiffs,

v.

UNIVERSAL MORTGAGE AND
FINANCE, INC.

Defendant.

Case No: C-03-CV-21-001935

DEFENDANT'S AMENDED ANSWER

Defendant, Universal Mortgage & Finance, Inc. ("Defendant"), by and through its attorneys, Christopher T. Staiti, Esq. and Staiti Law Firm, Inc., files this Amended Answer to Plaintiffs' Complaint ("Complaint") and for good cause states:

ANSWER

Preliminary defenses permitted by Maryland Rule § 2-323(b)

1. Defendant denies jurisdiction is proper.
2. Defendant interposes the defense of failure to state a claim upon which relief can be granted for insufficient pleadings to support Plaintiff's prayers for relief.
3. Defendant asserts Plaintiff's Complaint failed to join a necessary party precluding the relief sought therein.

Specific Admissions or Denials pursuant to Maryland Rule § 2-323(c)

4. Defendant denies knowledge to respond to the averments contained in Paragraph 1 as stated. To the extent the averments set forth therein do require a response, said averments are denied.

5. The averments contained in Paragraph 2 does not require a response from Defendant. To the extent the averments set forth therein do require a response, said averments are denied.
6. Defendant denies the averments contained in Paragraphs 3 through 8.
7. The averments contained in Paragraph 9 does not require a response from Defendant. To the extent the averments set forth therein do require a response, said averments are denied.
8. Defendant denies knowledge to respond to the averments contained in Paragraphs 10 through 12. To the extent the averments set forth therein do require a response, said averments are denied.
9. Defendant admits the averments contained in Paragraph 13.
10. The averments contained in Paragraphs 14 through 16 do not require a response from Defendant. To the extent the averments set forth therein do require a response, said averments are denied.
11. Defendant denies knowledge to respond to the averments contained in Paragraphs 17 and 18. To the extent the averments set forth therein do require a response, said averments are denied.
12. Defendant denies the averments contained in Paragraphs 19 through 45.
13. Defendant denies knowledge to respond to the averments contained in Paragraphs 46 through 52. To the extent the averments set forth therein do require a response, said averments are denied.
14. Defendant denies the averments contained in Paragraph 53.
15. Defendant denies knowledge to respond to the averments contained in Paragraphs 54 through 56. To the extent the averments set forth therein do require a response, said averments are denied.

16. Defendant denies the averments contained in Paragraph 57.
17. Defendant denies knowledge to respond to the averments contained in Paragraphs 58 through 61. To the extent the averments set forth therein do require a response, said averments are denied.
18. Defendant denies the averments contained in Paragraph 62.
19. Defendant denies knowledge to respond to the averments contained in Paragraph 63. To the extent the averments set forth therein do require a response, said averments are denied.
20. Defendant denies the averments contained in Paragraph 64.
21. Defendant denies knowledge to respond to the averments contained in Paragraph 65. To the extent the averments set forth therein do require a response, said averments are denied.
22. Defendant denies the averments contained in Paragraph 66.
23. Defendant denies knowledge to respond to the averments contained in Paragraph 67. To the extent the averments set forth therein do require a response, said averments are denied.
24. Defendant denies the averments contained in Paragraph 68.
25. Defendant denies knowledge to respond to the averments contained in Paragraph 69. To the extent the averments set forth therein do require a response, said averments are denied.
26. Defendant denies the averments contained in Paragraph 70.
27. Defendant denies knowledge to respond to the averments contained in Paragraphs 71 and 72. To the extent the averments set forth therein do require a response, said averments are denied.
28. Defendant denies the averments contained in Paragraphs 73 through 75.
29. Defendant admits that it does not perform title services and denies the remaining averments contained in Paragraph 76.

30. Defendant denies knowledge to respond to the averments contained in Paragraph 77. To the extent the averments set forth therein do require a response, said averments are denied.
31. Defendant denies the averments contained in Paragraph 78 as stated but acknowledges that several of the named individuals were employees of Defendant prior to year annum 2014.
32. Defendant denies the averments contained in Paragraphs 79 through 83.
33. Defendant denies knowledge to respond to the averments contained in Paragraph 84. To the extent the averments set forth therein do require a response, said averments are denied.
34. Defendant denies the averments contained in Paragraphs 85 through 88.
35. Defendant admits that it does not perform title services and denies the remaining averments contained in Paragraph 89.
36. Defendant denies knowledge to respond to the averments contained in Paragraph 90. To the extent the averments set forth therein do require a response, said averments are denied.
37. Defendant denies the averments contained in Paragraph 91.
38. Defendant denies the averments contained in Paragraph 92 as stated but acknowledges that several of the named individuals were employees of Defendant prior to year annum 2016.
39. Defendant denies the averments contained in Paragraphs 93 and 94.
40. Defendant denies knowledge to respond to the averments contained in Paragraph 95. To the extent the averments set forth therein do require a response, said averments are denied.
41. Defendant denies the averments contained in Paragraphs 96 and 97.
42. Defendant admits that publicly available records would indicate that Michael Losten is/was the registered agent of C&D Marketing, LLC and that Michael Losten was a former employee of Defendant and denies the remaining averments contained in Paragraph 98.

43. Defendant admits that publicly available records would indicate that C&D Marketing, LLC listed an address similar to a former branch office of Universal, specifically deny that such association was formed with the knowledge or consent of Defendant, and deny the remaining averments contained in Paragraph 99.
44. Defendant denies the averments contained in Paragraphs 100 through 108.
45. Defendant admits that it does not perform title services and denies the remaining averments contained in Paragraph 109.
46. Defendant denies the averments contained in Paragraph 110.
47. Defendant admits that the supplied materials indicate that the Romeros obtained a residential mortgage loan from Defendant in August, 2011 and deny the remaining averments contained in Paragraphs 111 and 112.
48. Defendant denies knowledge to respond to the averments contained in Paragraph 113. To the extent the averments set forth therein do require a response, said averments are denied.
49. Defendant denies the averments contained in Paragraphs 114 through 118.
50. Defendant admits that the supplied materials indicate that the Younces obtained a residential mortgage loan from Defendant in May 2012 and deny the remaining averments contained in Paragraphs 119 and 120.
51. Defendant denies knowledge to respond to the averments contained in Paragraph 121. To the extent the averments set forth therein do require a response, said averments are denied.
52. Defendant denies the averments contained in Paragraphs 122 through 126.
53. Defendant admits that the supplied materials indicate that McPeake obtained a residential mortgage loan from Defendant in June, 2015 and deny the remaining averments contained in Paragraphs 127 and 128.

54. Defendant denies knowledge to respond to the averments contained in Paragraphs 129 and 130. To the extent the averments set forth therein do require a response, said averments are denied.
55. Defendant denies the averments contained in Paragraphs 131 through 134.
56. Defendant denies the averments contained in Paragraphs 135 through 141.
57. The averments contained in Paragraphs 142 and 143 do not require a response from Defendant. To the extent the averments set forth therein do require a response, said averments are denied.
58. Defendant denies the averments contained in Paragraph 144.
59. The averments contained in Paragraphs 145 and 146 do not require a response from Defendant. To the extent the averments set forth therein do require a response, said averments are denied.
60. Defendant denies the averments contained in Paragraphs 147 through 151.
61. The averments contained in Paragraphs 152 and 153 do not require a response from Defendant. To the extent the averments set forth therein do require a response, said averments are denied.
62. Defendant denies the averments contained in Paragraphs 154 and 155.
63. The averments contained in Paragraph 156 do not require a response from Defendant. To the extent the averments set forth therein do require a response, said averments are denied.
64. Defendant denies the averments contained in Paragraphs 157 and 158.
65. The averments contained in Paragraphs 159 and 160 do not require a response from Defendant. To the extent the averments set forth therein do require a response, said averments are denied.

66. Defendant denies the averments contained in Paragraphs 161 through 163.
67. The averments contained in Paragraphs 164 and 165 do not require a response from Defendant. To the extent the averments set forth therein do require a response, said averments are denied.
68. Defendant denies the averments contained in Paragraphs 166 through 168.
69. Defendant admits that Good Faith Estimates are provided to borrowers well in advance of closing and deny the remaining averments contained in Paragraph 169.
70. Defendant denies the averments contained in Paragraphs 170 through 173.
71. Defendant denies knowledge to respond to the averments contained in Paragraphs 174 through 178. To the extent the averments set forth therein do require a response, said averments are denied.
72. Defendant denies the averments contained in Paragraphs 179 through 182.
73. Defendant denies knowledge to respond to the averments contained in Paragraph 183. To the extent the averments set forth therein do require a response, said averments are denied.
74. Defendant denies the averments contained in Paragraphs 184 and 185.
75. Defendant admits that Good Faith Estimates are provided to borrowers well in advance of closing and deny the remaining averments contained in Paragraph 186.
76. Defendant denies the averments contained in Paragraphs 187 through 190.
77. Defendant denies knowledge to respond to the averments contained in Paragraphs 191 through 194. To the extent the averments set forth therein do require a response, said averments are denied except that it remains believed, as thus admitted, that the Younces attended the closing of their loan and received required loan documents as so stated in Paragraphs 193 and 194.

78. Defendant denies the averments contained in Paragraph 195 through 202.
79. Defendant admits that Good Faith Estimates are provided to borrowers well in advance of closing and deny the remaining averments contained in Paragraph 203.
80. Defendant denies the averments contained in Paragraphs 204 through 219.
81. The averments contained in Paragraphs 220 through 225 do not require a response from Defendant. To the extent the averments set forth therein do require a response, said averments are denied.
82. Defendant denies the averments contained in Paragraph 226 through 228.
83. Defendant denies knowledge to respond to the averments contained in Paragraphs 229 and 230. To the extent the averments set forth therein do require a response, said averments are denied.
84. Defendant denies the averments contained in Paragraphs 231 through 233.
85. Defendant denies knowledge to respond to the averments contained in Paragraphs 234 and 235. To the extent the averments set forth therein do require a response, said averments are denied.
86. The averments contained in Paragraph 236 do not require a response from Defendant. To the extent the averments set forth therein do require a response, said averments are denied.
87. Defendant denies the averments contained in Paragraphs 237 through 244.

Negative Defenses pursuant to Maryland Rule § 2-323(f)

88. Defendant denies any relationship by and among itself and the entities named in Plaintiffs' Complaint alleged to have received kickbacks from any therein named title company and as such, denies any authority to be sued in a representative capacity for their alleged acts.

Affirmative Defenses pursuant to Maryland Rule § 2-323(g)

89. Plaintiffs' claim is barred by accord and satisfaction.
90. Plaintiffs' claim is barred by assumption of risk.
91. Plaintiffs' claim is barred by collateral estoppel.
92. Plaintiffs' claim is barred by contributory negligence.
93. Plaintiffs are estopped from claiming the relief requested as a result of his or its actions or omissions, inclusive of those of its agents and/or attorneys.
94. Plaintiffs' claim is barred by fraud.
95. Plaintiffs' claim is barred by laches.
96. Plaintiffs' claim is barred by release.
97. Plaintiffs' claim is barred by res judicata.
98. Plaintiffs' claim is barred by statute of frauds.
99. Plaintiffs' claim is barred by statute of limitations.
100. Plaintiffs' claim is barred by waiver.
101. The actions of Plaintiffs, and/or their agents and/or attorneys, have severely prejudiced the rights of Defendant such that a granting of Plaintiffs' requested relief would result in Plaintiffs' inequitable enrichment.
102. As a result of Plaintiffs' lawsuit, Defendant has been forced to, and has, incurred costs and attorneys fees as necessary to defend itself. As Plaintiffs' action is filing pursuant to a prevailing party attorney statute, 12 USCA 2607(d)(5), Defendant has just as much right to seek prevailing party attorneys fees as Plaintiffs.
103. Defendant expressly reserves the right to amend and/or supplement this Answer and these affirmative defenses.

WHEREFORE, Defendant Universal Mortgage & Finance, Inc. requests this Honorable Court:

- A. Deny any prayers to certify a class action;
- B. Dismiss Plaintiffs' Complaint and deny all relief requested therein with prejudice;

