

DOCKET NO. NNH-CV19-6097924-S : SUPERIOR COURT
: :
FREEDOM MORTGAGE : JUDICIAL DISTRICT OF
CORPORATION : NEW HAVEN
: :
V. : AT NEW HAVEN
: :
CHRISTOPHER MANZI, ET AL. : APRIL 15, 2024

ANSWER, SPECIAL DEFENSES AND COUNTERCLAIM

ANSWER

1. The Defendant, Deborah Manzi, lacks sufficient knowledge and leaves the Plaintiff to its proof.
2. The Defendant, Deborah Manzi, lacks sufficient knowledge and leaves the Plaintiff to its proof.
3. The Defendant, Deborah Manzi, lacks sufficient knowledge and leaves the Plaintiff to its proof.
4. The Defendant, Deborah Manzi, lacks sufficient knowledge and leaves the Plaintiff to its proof.
5. The Defendant, Deborah Manzi, lacks sufficient knowledge and leaves the Plaintiff to its proof as to both parts of this allegation.
6. The Defendant, Deborah Manzi, denies that there is or ought to be a current default, as to any further allegations, she lacks sufficient knowledge and leaves the Plaintiff to its proof.
7. The Defendant, Deborah Manzi, lacks sufficient knowledge and leaves the Plaintiff to its proof.

8. The Defendant, Deborah Manzi, lacks sufficient knowledge and leaves the Plaintiff to its proof.
9. The Defendant, Deborah Manzi Admits that she remains in possession of the premises, as to the remaining allegations, she lacks sufficient knowledge and leaves the Plaintiff to its proof.

SPECIAL DEFENSES

FIRST SPECIAL DEFENSE: EQUITABLE ESTOPPEL

1. On or about December 13, 2016, Christopher Manzi (now deceased) and the Defendant, Deborah Manzi, purchased the property which is the subject of this foreclosure action. The Deed evidencing this purchase and sale is recorded in Volume 947 at Page 772 of the North Haven Land Records.
2. At all times relevant prior to the commencement of this action, Christopher Manzi and the Defendant experienced a decrease in their household income due to Christopher's deteriorating health, notwithstanding, they made every effort to continue to honor their mortgage commitments.
3. The onset of the COVID-19 pandemic further hindered their income and on October 31, 2021, Christopher Manzi was pronounced dead.
4. At all times relevant thereafter, the Defendant, Deborah Manzi, continued to communicate with the Plaintiff by and through its agent, Mr. Cooper.
5. On or before December 2022, the Defendant, Deborah Manzi, was working with Mr. Cooper on a proposed loan modification to cure the prior default.
6. On or about December 30, 2022, the Court (Kamp, J.), Ordered this action administratively closed (see, Entry #126.10), in light of which, the Defendant did

not file a formal Appearance.

7. At all times relevant, the Defendant, Deborah Manzi, remained in contact with Mr. Cooper and further authorized Mr. Cooper to communicate with her attorney, the undersigned counsel.
8. On or about January, 2023, Mr. Cooper, sent the Defendant, Deborah Manzi, a Trial Modification Agreement, which provided, *inter alia*, that so long as the Defendant made three consecutive payments, her account would be reviewed for a permanent modification to cure the existing default.
9. At all times relevant, the Defendant, Deborah Manzi, did abide by the terms of the Trial Modification Agreement and on or before May 25, 2023, Mr. Cooper approved the Defendant for a Permanent Modification and provided the Defendant with a Modification Agreement upon terms established by Mr. Cooper and/or the Plaintiff (the "First Modification Agreement").
10. More specifically, the terms of the First Modification Agreement offered by Mr. Cooper identified an outstanding balance of \$311,835.47, which would be reduced by \$69,464.12 and the balance of \$242,371.35 would be repaid over a period of 30 years at 6.375%.
11. On or about May 25, 2023, the Defendant, Deborah Manzi accepted the terms of the First Modification Agreement by executing the First Modification Agreement and returning same to Mr. Cooper with the provided FedEx label. A copy of the First Modification Agreement are attached hereto as Exhibit A.
12. Despite accepting the terms offered by Mr. Cooper, at all times relevant thereafter, the Plaintiff failed refused and neglected to process the First

Modification Agreement and would not accept the payments tendered by the Defendant on or after July 1, 2023.

13. When the Defendant, Deborah Manzi, contacted Mr. Cooper for a status on the First Modification Agreement, she was advised orally, that Mr. Cooper and/or the Plaintiff was no longer going to honor the terms that were offered to and accepted by the Defendant.
14. On or before September 13, 2023, Mr. Cooper provided the Defendant with another Modification Agreement upon terms established by Mr. Cooper and/or the Plaintiff (the "Second Modification Agreement").
15. More specifically, the terms of the Second Modification Agreement offered by Mr. Cooper identified an outstanding balance of \$316,462.23, which would be reduced by \$69,152.37 and the balance of \$247,309.86 would now be repaid over a period of 40 years at 6.375%.
16. Notwithstanding the fact that the terms of the Second Modification Agreement were more onerous than the First Modification Agreement, on or about September 13, 2023, the Defendant, Deborah Manzi accepted the terms of the Second Modification Agreement by executing the Second Modification Agreement and returning same to Mr. Cooper with the provided FedEx label. A copy of the Second Modification Agreement are attached hereto as Exhibit B.
17. Despite accepting the terms offered by Mr. Cooper, at all times relevant thereafter, the Plaintiff failed refused and neglected to process the Second Modification Agreement and would not accept the payments tendered by the Defendant on or after November 1, 2023.

18. When the Defendant, Deborah Manzi, contacted Mr. Cooper for a status on the Second Modification Agreement, she was advised orally, that Mr. Cooper and/or the Plaintiff was no longer going to honor the terms that were offered to and accepted by the Defendant. The Defendant requested a written letter of explanation but nothing was provided.
19. On or about February 7, 2024, the Plaintiff filed a Reclaim of its Motion for Judgment dated October 6, 2021. The certification shows that despite the knowledge that the Defendant was working with the Plaintiff by and through its servicer, the Plaintiff failed, refused and neglected to provide notice to the Defendant after the prior administrative closure.
20. On or about February 14, 2024, the Court scheduled this matter for a remote Short Calendar hearing to occur on February 16, 2024, notice of which was again not provided to the Defendant, Deborah Manzi.
21. On or about February 16, 2024, a default Judgment entered and the Court (Spader, J.) ordered that the property be sold at auction on June 1, 2024.
22. On or about February 20, 2024, the Defendant first learned that that while waiting for a formal response from Mr. Cooper, a judgment had entered without her knowledge. The Defendant then engaged the undersigned counsel to investigate her rights under the current circumstances.
23. But for the Plaintiff's wrongful rejection of its own First Modification Agreement and/or Second Modification Agreement, the Defendant, Deborah Manzi, would no longer be in default of her loan obligations and judgment would not have entered on February 16, 2024.

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