STATE OF MICHIGAN

IN 57th DISTRICT COURT

CITIBANK, N.A.,

Plaintiff/Counter-Defendant,

-vs-

JILLIAN A. R[illegible]

Defendant/Counter-Plaintiff.

Case No. 22-2[illegible]
HON.

DEFENDANT ANSWER AND AFFIRMATIVE DEFENSES

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STENGER & STENGER PC
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PRELIMINARY STATEMENT AS TO NO STATED CLAIM

In violation of the Fair Debt Collection Practices Act ("FDCPA") and Regulation of Michigan Collection Practices Act ("RMCPA), Plaintiff is suing Ms. [illegible] an ACCOUNT STATED with no agreement between Citibank, NA ("Citibank") and with no payment made on the debt by Defendant to the debt collector, Stenger & Stenger, P.C. for there to be Account Stated Claim under Michigan law. The debt is not owned by Citibank and is located in a secured trust. **Plaintiff provided Defendant's personal debt information to a third party with notification that the debt was being collected by a debt collector in the lawsuit in violation of 15 USC 1692c(b).** Further the words, "**This is a communication from a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose**" was written on the Summons and Complaint for the process server and

third party to show M s being pursued by a debt collector. As Plaintiff has no standing to sue Ms. Romero, this case should be dismissed. Thank you.

ANSWER AND AFFIRMATIVE DEFENSES

WHEREFORE J ("D dant"), by and through his attorneys, The Law Offices of Brian P. Parker, P.C., gives her Answer to Plaintiff CITIBANK's Complaint against Defendant as follows:

1. Defendant Denies this allegation as Plaintiff has provided no proof of this account or that CITIBANK owns the debt as stated. **Please see Exhibit 1 and the lawsuit**.

2. Admit to residency but Deny relevancy to this case as the proof and legitimacy of the evidence is disputed by Defendant.

3. Denied as there is no proof of this in the complaint of any money owed and further, Plaintiff has provided no proof of owning the debt as stated. **Please see Exhibit 1**.

4. Denied as there is no proof of ownership of this debt or that the debt was opened in 2014 as stated in the complaint or attached to the complaint by Citibank. **Please see Exhibit 1**.

5. Denied as there is no proof of ownership of the debt by Plaintiff, no proof of assignment of ownership of this debt by Citibank to Plaintiff as stated or that Defendant breached an agreement with Plaintiff. **Please see Exhibit 1 and Plaintiff's complaint**.

6. Denied as Plaintiff has failed to provide any proof or ownership of the debt, a cardholder agreement, or that Plaintiff owes the $2,366.06 debt as stated in the complaint under ***Midland Funding, LLC v Michael Bassett***, Michigan Court of Appeals, No. 338404, April 24, 2018 and ***Brownbark II, LP v. Bay Area Floorcovering & Design Inc. et al***, Michigan Court of Appeals Case No. 296660, May 31, 2011, ***Weston v Dowty***, 163 Mich App 238, 242; 414 NW2d

165 (1987) and ***Unifund CCR Partners v. Nishawn Riley***, Michigan Court of Appeals Case No. 287599, February 18, 2010. **Please see Exhibit 1**.

7. Denied and under *Bassett* and *Brownbark and Riley* as Defendant has no payment agreement with Plaintiff evidenced in the lawsuit, there is no payment proof and Plaintiff has no proof of any Plaintiff ownership of the debt. **Please see Exhibit 1**.

8. Denied as under *Bassett* and *Brownbark and Riley,* Defendant has no agreement with the Plaintiff Citibank or the Original Creditor and there is no proof of payment of the debt to Plaintiff for there to be an Account Stated under Michigan law. **Please see Exhibit 1**.

9. Denied as to this Plaintiff as there is no proof of ownership of this debt as to this Plaintiff and Citibank. **Please see Exhibit 1**.

WHEREFORE, Defendant seeks a No Cause against Plaintiff and statutory and actual damages against Plaintiff under the FDCPA and RCPA including attorney fees and other relief this Court deems just and equitable.

AFFIRMATIVE DEFENSES

Defendant pleads the following affirmative defenses:

1. Plaintiff fails to state a claim upon which relief can be granted against this Defendant.
2. There is no payment or agreement between Plaintiff and Defendant and therefore, no Account Stated Claim.
4. Plaintiff lacks standing to sue because it does not own the alleged debt and is not a Real Party in Interest.
5. Plaintiff lacks capacity to sue as it has no authority to sue upon the deb as the debt is located inside a secured trust.

6. Plaintiff is suing Defendant in violation of the FDCPA/RCPA based upon false allegations and misrepresentations in suing upon a debt it has not right to sue.

7. There is no proof supporting the lawsuit in violation of MCL 600.2145.

8. Plaintiff's suit is barred by the statute of frauds and statute of limitations.

9. Plaintiff is barred by the Fair Debt Collection Practices Act ("FDCPA") from collecting late fees, attorney fees, costs, interest, and other amounts.

10. Plaintiff's proofs are inadmissible and are hearsay under MRE 911/112.

11. Plaintiff lacks proof of a chain of title and proof of assignment of the SPECIFIC debt from the secured trust the debt is located in.

12. Another Entity or Creditor owns the rights to the debt including a securitized trust.

13. Plaintiff and Stenger & Stenger violated the FDCPA 15 USC 1692c(b) with a third-party disclosure of Defendant's personal and private debt information and the fact that the Defendant is being pursued by a debt collector.

13. Defendant reserves the right to add to or amend these defenses.

Please see Exhibit 1 Affidavit of Defendant.

WHEREFORE, Defendant seeks a No Cause against Plaintiff and statutory and actual damages against Plaintiff under the FDCPA and RCPA including attorney fees and other relief this Court deems just and equitable.

THE LAW OFFICES OF BRIAN PARKER PC

Brian P. Parker (P48617)
Attorney for Defendant
4301 Orchard Lake Road, #180-208
West Bloomfield, MI 48323

Dated: December 13, 2022

EXHIBIT #1

AFFIDAVIT OF [redacted]

STATE OF MICHIGAN)

COUNTY OF ALLEGAN) *

Pursuant to 28 U.S.C § 1746, [redacted] ng been duly

sworn and upon oath, verifies, certifies, and declares as follows:

1. Citibank and Stenger & Stenger law firm have filed a lawsuit in the 57th District Court against me with case numbe [redacted].
2. There is no signed agreement attached to the lawsuit that is signed by me with Citibank and in fact there is nothing attached to the complaint showing I owe the debt.
3. Further, the Process Server had access to the debt information in the lawsuit and the words "This is a communication from a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose" written on the lawsuit so the Process Server sees that I am being pursued on a debt by a debt collector.
4. I did not grant Stenger & Stenger or Citibank permission to give my personal debt information to the Process Server and I dispute I owe the debt as stated in the lawsuit.
5. I dispute this debt and this lawsuit and the exposure to my personal debt information is causing me emotional and financial distress on something there is no proof I owe to the Plaintiff.

Dated: 12-7-22