

STATE OF MICHIGAN

IN THE 31st DISTRICT OF THE COUNTY OF WAYNE

MIDLAND FUNDING, LLC,

Plaintiff/Counter-Defendant,

Case No. Case No. 18- GC
HON.

-vs-

ANSWER AND AFFRIMATIVE DEFENSES

Defendant/Counter-Plaintiff.

MIDLAND FUNDING, LLC
ELIZABETH SMITH ()
OMAR NAJOR (P6)
Attorneys for Plaintiff
P.O. BOX 2044
WARREN, MI 48090-2044
(877) 737-1749

LAW OFFICES OF BRIAN PARKER, P.C.
BRIAN P. PARKER (P4)
Attorney for Defendant
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ANSWER AND AFFIRMATIVE DEFENSES

(“Defendant”), by and through her attorneys, The Law Offices of Brian P. Parker, P.C. and Answers Plaintiff Midland Funding (“Midland”) Complaint as follows:

THE LAWSUIT OF PLAINTIFF VIOLATES THE *BASSETT* RULE AT EXHIBIT 2

1. Admit but Defendant does not owe the debt to Plaintiff. **Please see Exhibit 1.**
2. Admit but Defendant does not owe the debt to Plaintiff. **Please see Exhibit 1.**
3. Defendant Objects to and Denies this paragraph. Plaintiff is violating MCR 2.111(A)(1) with a huge paragraph of irrelevant material.
4. Denied as Plaintiff is offering no proof of the debt or that Plaintiff completed performance and defendant agreed to pay the account. Defendant Objects to and Denies this paragraph.

Plaintiff is violating MCR 2.111(A)(1) with a huge paragraph of irrelevant material.” **Please see Defendant Affidavit at Exhibit 1.**

5. Denied. There is no proof that Midland owns this debt or Defendant owes Plaintiff on the debt. Defendant Objects to and Denies this paragraph. Plaintiff is violating MCR 2.111(A)(1) with a huge paragraph of irrelevant material. **Please see Defendant Affidavit at Exhibit 1.**
6. Denied. There is no proof that Midland owns this debt or Defendant owes Plaintiff on the debt. There is no agreement under MCR 2.113(F)(1) and no allegation the agreement is in the hands of the Defendant. **Please see Defendant Affidavit at Exhibit 1.**
7. Denied as to this Plaintiff. **Please see Defendant Affidavit at Exhibit 1.**
8. Denied as to this Plaintiff. **Please see Defendant Affidavit at Exhibit 1.**
9. Denied as to this Plaintiff. **Please see Defendant Affidavit at Exhibit 1.**
10. Denied as to this Plaintiff. **Please see Defendant Affidavit at Exhibit 1.**
11. Denied as to this Plaintiff. **Please see Defendant Affidavit at Exhibit 1.**

WHEREFORE, Defendant requests that this Court deny the relief requested in Plaintiff’s Complaint and award Defendant such other relief as the Court deems just and equitable. **Please see Ms. _____’s Affidavit under MCL 600.2145 at Exhibit 1 and the Bassett Decisions at Exhibit 2.**

AFFIRMATIVE DEFENSES

Defendant pleads the following affirmative defenses:

1. Plaintiff fails to state a claim upon which relief can be granted or proven.
2. Plaintiff fails to state a claim upon which relief can be granted; namely, Plaintiff fails to establish ownership or assignments of the debt to Plaintiff Midland.

3. NONE OF THE PAPERWORK SHOWS THE ACTUAL DEBT OR ACCOUNT NUMBER PASSING OR TRANSFERRING ANYWHERE. Plaintiff lacks standing to sue because it does not own the alleged debt. **Please see Affidavit at Exhibit 1-2.**
4. Plaintiff is proving ownership and suing Defendant on a false Affidavit that is Hearsay and not true. **Please see Exhibit 1-2.**
5. Plaintiff lacks capacity to sue with no proof the debt passed to Midland.
6. Plaintiff is suing Defendant on a debt in violation of the FDCPA/RCPA.
7. There is no proof supporting the lawsuit in violation of MCL 600.2145 and MCR 2.113(F)(1) and the complaint is signed improperly by an attorney under MCR 2.114.
8. Plaintiff's fails to produce a signed agreement by Defendant proving the obligation is between GE and Defendant.
9. In violation of MCL 600.2145, Plaintiff is relying upon an affidavit that is false as the Affidavit of _____ was signed on December 21, 2017 with the sworn statement that "Plaintiff is the current owner of, and/or successor to, *the obligation sued upon*" when the obligation was not sued upon until February 27, 2018. Further, under MCL 600.2145, the Affidavit must be signed within ten days of the signing of the lawsuit.
10. The lawsuit violates the *Bassett Rule* at **Exhibit 2** with no proper assignments.
11. Plaintiff is barred by the Fair Debt Collection Practices Act ("FDCPA") from collecting late fees, attorney fees, costs, interest and other amounts not agreed to.
12. Plaintiff fails to show a valid assignment of the debt.
13. Defendant should not have been sued by this Plaintiff in violation of the FDCPA/RCPA.
14. Plaintiff's proofs are inadmissible and are hearsay under MRE 911/112.
15. Plaintiff is bringing an action on a time barred debt.

16. Plaintiff is relying upon records that are hearsay.

17. Defendant reserves the right to Amend these Affirmative Defenses throughout discovery.

Please see Exhibit 1 Affidavit and Exhibits 2.

WHEREFORE, Defendant seeks a No Cause against Plaintiff and other relief this Court deems just and equitable.

LAW OFFICES OF BRIAN P. PARKER, P.C.

BRIAN P. PARKER (P48617)
Attorney for Defendant

Dated: May 29, 2018

PROOF OF SERVICE

On this 29th day of May, Defendant served this Answer, Affirmative Defenses, Counter-Claim and Appearance on the Court and Plaintiff by Overnight Mail.

BRIAN P. PARKER (P48617)
Attorney for Defendant

Dated: May 29, 2018