

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

<p>SPECIALIZED LOAN SERVICING, LLC,</p> <p>Plaintiff,</p> <p>vs.</p> <p>ROSSLYN SANDRA JOSEPH LOHR, INDIVIDUALLY AND AS EXECUTRIX OF THE ESTATE OF THEBIN P. LOHR A/K/A THEBIN LOHR; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; UNITED STATES OF AMERICA O/B/O INTERNAL REVENUE SERVICE; JOHN DOE #1 THROUGH #6, AND JANE DOE #1 THROUGH #6, the last twelve names being fictitious, it being the intention of Plaintiff to designate any and all occupants, tenants, persons or corporations, if any, having or claiming an interest in or lien upon the premises being foreclosed herein,</p> <p>Defendants.</p>	<p>INDEX NO.: 724616/2023</p> <p><u>REPLY TO VERIFIED <i>PRO SE</i> ANSWER AND COUNTERCLAIMS</u></p> <p><u>MORTGAGED PREMISES:</u> 241-07 145TH AVENUE ROSEDALE, NY 11422</p> <p>BLOCK: 13549 LOT: 22</p>
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Plaintiff Specialized Loan Servicing LLC, (“Plaintiff”), by its counsel, McCalla Raymer Leibert Pierce, LLC, as and for its Reply to Defendant-Counterclaimant’s Joseph Lohr (“Defendant”), Verified *Pro Se* Answer and Counterclaims (“Answer”) filed by Defendant, states as follows:

**FOR A RESPONSE TO DEFENDANT’S FIRST THROUGH ELEVENTH
AFFIRMATIVE DEFENSES**

1. Paragraphs labeled “Lack of Standing”, “Foreclosure Cause of Action”, “Statute of Limitations”, “Notice of Default”, “90-Day Notice Requirement”, “90-Day Notice Filing Requirement”, “Help for Homeowners in Foreclosure Notice Requirement”, “Real Estate Settlement Procedures Act Early Intervention Requirement”, “Real Estate Settlement Procedures Act Pre-Foreclosure Review Requirement”, “Coronavirus Foreclosure Moratoriums/Forbearance

and Loss Mitigation Programs”, and “Other Defenses or Counterclaims” in Defendant’s Answer, including any and all subparts thereof, contain only Defendant’s Answer to Plaintiff’s Complaint, Affirmative Defenses and/or legal conclusions to which no responses are required; but to the extent responses are required, Plaintiff denies the allegations contained in the above-referenced paragraphs of the Answer.

FOR A RESPONSE TO DEFENDANT’S OTHER COUNTERCLAIM

2. Paragraph labeled “Other Defenses or Counterclaims” contain conclusions of law as to which no response is required. To the extent a further response is required, Plaintiff denies the allegation contained in paragraph labeled “Other Defenses or Counterclaims”, including any and all subparts thereof.

FOR A RESPONSE TO DEFENDANT’S RELIEF REQUESTED

3. Plaintiff denies that Defendant is entitled to dismissal of the Complaint, or any other Relief as requested in the “WHEREFORE” section of the Verified Answer.

GENERAL DENIAL

4. Plaintiff denies any and all allegations not specified above.

AFFIRMATIVE DEFENSES

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE,
PLAINTIFF ALLEGES AS FOLLOWS:**

5. Defendant’s claim and/or cause of action is barred, in whole or in part, by the applicable statute of limitations.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE,
PLAINTIFF ALLEGES AS FOLLOWS:**

6. Defendant's claims are barred, in whole or in part, by the terms and conditions of the governing loan documents.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE,
PLAINTIFF ALLEGES AS FOLLOWS:**

7. Plaintiff possesses a defense founded upon documentary evidence.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE,
PLAINTIFF ALLEGES AS FOLLOWS:**

8. Defendant's claim and/or cause of action is barred, in whole or in part, by the doctrine of unjust enrichment.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE,
PLAINTIFF ALLEGES AS FOLLOWS:**

9. Defendant's claim and/or cause of action is barred, in whole or in part, by the doctrines of laches, estoppel and/or waiver.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE,
PLAINTIFF ALLEGES AS FOLLOWS:**

10. Defendant's Counterclaims fail to state a legally cognizable claim or cause of action upon which relief can be granted.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE,
PLAINTIFF ALLEGES AS FOLLOWS:**

11. Defendant has not alleged or sustained any damages that were caused by Plaintiff, or for which Plaintiff is, or could be, legally responsible.

**AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE,
PLAINTIFF ALLEGES AS FOLLOWS:**

12. Defendant failed to mitigate any damages Defendant may have incurred. In asserting this affirmative defense, Plaintiff does not admit liability due to Defendant's injury alleged in the Answer, nor does Plaintiff admit that such damages exist.

**AS AND FOR A NINTH AFFIRMATIVE DEFENSE,
PLAINTIFF ALLEGES AS FOLLOWS:**

13. Defendant's claim and/or cause of action is barred, in whole or in part, by the statute of frauds.

**AS AND FOR A TENTH AFFIRMATIVE DEFENSE,
PLAINTIFF ALLEGES AS FOLLOWS:**

14. Defendant's claim and/or cause of action is barred, in whole or in part, by the parol evidence rule.

**AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE,
PLAINTIFF ALLEGES AS FOLLOWS:**

15. Defendant's claim and/or cause of action is barred, in whole or in part, by the doctrine of unclean hands.

**AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE,
PLAINTIFF ALLEGES AS FOLLOWS:**

16. Defendant's claim and/or cause of action is barred, in whole or in part, by the doctrine of ratification.

**AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE,
PLAINTIFF ALLEGES AS FOLLOWS:**

17. Defendant's claim and/or cause of action is barred or preempted by federal law.

AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE,

PLAINTIFF ALLEGES AS FOLLOWS:

18. Plaintiff hereby gives notice that it intends to rely upon any other and additional defenses that are now or may become available during or as a result of the discovery proceedings in this action, and hereby reserves its right to amend this Reply to Verified *Pro Se* Answer and Counterclaims to assert such defense.

WHEREFORE, in addition to the relief requested in Plaintiff's Complaint, Plaintiff respectfully requests that Defendant's Counterclaim and each and every cause of action and defense alleged therein be dismissed with prejudice against Plaintiff, together with such other and further relief as the Court may deem just and proper.

Dated: March 27, 2024
New York, New York

/s/ Peter A. Swift
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