

EXHIBIT O

v.

RENEE PUCCALA, ROBERT PUCCALA;
 PARKVIEW ESTATES HOMEOWNERS
 ASSOCIATION, INC.; NEWYORK CITY PARKING
 VIOLATIONS BUREAU; NEWYORK CITY TRANSIT
 ADJUDICATION BUREAU; SUSTAINABLE
 NEIGHBORHOODS LLC; MID-ISLAND MORTGAGE
 CORP.; CITIBANK, N.A.,

“JOHN DOE #1” through “JOHN DOE #12,” the last
 twelve names being fictitious and unknown to plaintiff,
 the persons or parties intended being the tenants,
 occupants, persons or corporations, if any, having or
 claiming an interest in or lien upon the premises,
 described in the complaint,

Defendant(s).

Defendant Renee Puccala, *Pro Se*, answers the complaint in this proceeding as follows:

I generally deny each allegation of the Complaint, including any allegation that Plaintiff is the owner of the note and mortgage.

I plead the following Defenses and Counterclaims:

DEFENSES

- X **Lack of Standing:** Plaintiff, upon information and belief, was not the legal owner of the note and/or mortgage, and did not otherwise have the right to enforce the mortgage, at the time it commenced this foreclosure lawsuit and therefore lacks standing.

- X **Notice of Default:** Plaintiff failed to comply with the requirements for the notice of default in my mortgage loan agreement, a condition precedent to this foreclosure action.
- X **90-Day Notice Requirement** (NY Real Property Actions and Proceedings Law § 1304): Plaintiff failed to comply with the requirements of NY Real Property Actions and Proceedings Law § 1304, a condition precedent to this foreclosure action.
- X **90-Day Notice Filing Requirement** (NY Real Property and Proceedings Law § 1306): Plaintiff failed to comply with the requirements of NY Real Property and Proceedings Law § 1306, a condition precedent to this foreclosure action.
- X **Help for Homeowners in Foreclosure Notice Requirement** (NY Real Property Actions and Proceedings Law § 1303): Plaintiff failed to comply with the requirements of NY Real Property and Proceedings Law § 1303, a condition precedent to this foreclosure action.

Real Estate Settlement Procedures Act

- X **Real Estate Settlement Procedures Act Early Intervention Requirement** (12 C.F.R. § 1024.39): Upon information and belief, Plaintiff violated the early intervention requirements of the Real Estate Settlement Procedures Act because (*check one or both if applicable*):
 - X Within 45 days of my delinquency, the loan servicer did not send me a written notice that included contact information for the servicer, a description of loss mitigation options available from the servicer, information about applying for loss mitigation,

other dilatory conduct causing excessive interest to accrue which the Court may reduce or toll, as a matter of equity and pursuant to NY Civil Practice Law and Rules § 5001(a).

- X **Coronavirus Foreclosure Moratoriums/Forbearance and Loss Mitigation Programs:** Plaintiff failed to comply with federal or New York State law requiring forbearance and loss mitigation programs for borrowers affected or impacted by the Coronavirus pandemic, or it commenced this action in violation of federal or New York State law imposing moratoriums on the commencement of residential foreclosure actions, or otherwise in violation of any applicable Executive Order promulgated by the Governor of the State of New York or Administrative Orders promulgated by the Chief Administrative Judge of the State of New York.

Equitable Defenses

- X **Unclean Hands and/or Unconscionability:** This action is barred by the doctrine of unclean hands and/or unconscionability for the following reason(s): My husband and I entered into a forbearance on my mortgage loan; sometime in July 2022 the servicer of my mortgage loan contacted us; my husband offered to resume making payments, but was told we had until September 2022 to resume payments. In September 2022, my husband called the servicer of my mortgage loan and was told that we were in arrears, our forbearance had expired, and they refused to accept our payments.

- X **Implied Covenant of Good Faith and Fair Dealing:** Plaintiff or its predecessor-in-interest violated the covenant of good faith and fair dealing implied in all contracts and is barred from recovery in this action for the following reason(s): My husband and I entered into a forbearance on my mortgage loan; sometime in July 2022 the servicer of my mortgage loan contacted us; my husband offered to resume making payments, but was told we had until September 2022 to resume payments. In September 2022, my husband called the servicer of

X **Attorney's Fees** (NY Real Property Law § 282): If I retain counsel, I am entitled to recover my attorney's fees in defending this action pursuant to New York Real Property Law § 282.

[REST INTENTIONALLY LEFT BLANK]

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