

Supreme Court of the State of New York
County of Westchester

CREDIT CORP SOLUTIONS INC,

Plaintiff

ANSWER

-against-

Index No.: 56056/2024

KEIRON LINDSAY

Defendant

Respondent KEIRON LINDSAY answers the Complaint as follows:

1. Defendant lacks information to admit or deny Plaintiff's corporate status, therefore, the allegation is denied.
2. Defendant denies this allegation.
3. Defendant lacks information to admit or deny the statute of limitations, therefore, the allegation is denied.
4. Defendant lacks information to admit or deny whether Plaintiff is the holder of the installment loan, therefore, the allegation is denied.
5. Defendant lacks information to admit or deny whether Plaintiff took the assignment of said loan, therefore, the allegation is denied.
6. Defendant lacks information to admit or deny the chain of title of said loan/note, therefore, the allegation is denied.
7. Defendant lacks information to admit or deny, therefore, the allegation is denied.
8. Defendant denies this allegation.
9. Defendant denies this allegation.
10. Defendant denies this allegation.

AFFIRMATIVE DEFENSES

1. Defendant has had no business dealings with the Plaintiff, and therefore, the Plaintiff lacks standing.
2. To the extent Plaintiff fails to prove its third-party buyer status of said loan and note, this claim should be dismissed.
3. To the extent Plaintiff proves its third-party buyer status of this note and loan, as a holder of this note and loan is subject to all claims and defenses that the debtor could assert against the original creditor.
4. Defendant disputes the amount of the debt.
5. Unconscionability (the contract or a provision(s) of it is unfair).
6. Improper Venue: Neither Defendant lives in Westchester and this transaction did not occur in Westchester.

AFFIRMATIVE DEFENSES/COUNTERCLAIMS

7. To the extent Plaintiff proves the parties entered into said "installment loan" referred to in this action, Plaintiff breached the contract
 - a. by failing to provide Defendant with the opportunity to postpone payments by way of deferring, forbearance, or holiday payments due to hardship, including loss of income during the COVID-19 pandemic,
 - b. by failing to communicate or notify the Defendant of default,
 - c. by failing to provide an accurate billing statement such that the Defendant was accurately apprised of default.
8. Plaintiff breached the implied covenant of good faith and fair dealing, as follows:
 - a. Sallie Mae or its agents steered the Defendant into costly predatory student loans and/or terms,
 - b. Sallie Mae or its agents failed the standard of care for loan servicing and lending practices for students,
 - c. Sallie Mae or its agents created obstacles to repayment by providing bad information or obscuring information, processing payments incorrectly, and/or failing to act when Defendant communicated or complained,
 - d. Sallie Mae or its agents systematically failed Defendant at the stage of repayment by failing to provide accurate or clear information to avoid default, and
 - e. Said "installment loan" was surreptitiously defaulted and charged off.
9. The Defendant has been harmed by this breach, including damage to credit, incurring unnecessary charges, and exorbitant fees.

The unrepresented defendant serves this Answer without prejudice to her rights to proceed to amend his or her Answer, including but not limited to proceeding to amend to add counterclaims.

VERIFICATION

I, KEIRON LINDSAY, affirm this 14 day of April 2024, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

Dated: April 14, 2024


Keiron Lindsay

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Prepared with the assistance of a New York Attorney.

Supreme Court of the State of New York
County of Westchester

CREDIT CORP SOLUTIONS INC,
Plaintiff

AFFIDAVIT OF MAILED
SERVICE

-against-

Index No.: 56056/2024

KEIRON LINDSAY
Defendant

Wyatt Thompson

I, KEIRON LINDSAY _____, being duly sworn says, I am over 18 years of age and not a party to this action. On April 14, 2024, I mailed a true copy of the attached papers, enclosed and properly sealed in a postpaid envelope, which I deposited in an official depository under the exclusive care and custody of the United States Postal Services within the State of New York addressed to:

JOLANTA SZYMANSKA
KIRSCHENBAUM & PHILLIPS, P.C.
40 Daniel Street, Suite 7 (P.O. Box 9000
Farmingdale, NY 11735-9000

I affirm this 14 day of April, 2024 under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.


(Signature)

