

CAUSE NO. 2022-62867

KAREN CRESWELL,

Plaintiff,

v.

LAKEVIEW LOAN SERVICING, LLC,

Defendant.

§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

151ST JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

**DEFENDANT'S ANSWER TO PLAINTIFF'S
PETITION**

Defendant Lakeview Loan Servicing, LLC (“Defendant”) files this Original Answer to Plaintiff’s Original Petition (“Petition”) filed herein on September 28, 2022 by Plaintiff Karen Creswell (“Plaintiff”) and in support hereof respectfully shows the Court as follows:

GENERAL DENIAL

Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendant denies each and every, all and singular allegations contained in Plaintiffs’ Petition and demands strict proof thereof.

AFFIRMATIVE DEFENSES

1. Plaintiff’s claims fail, in whole or in part, because the allegations fail to state a cause of action upon which relief can be granted.
2. Plaintiff’s claims fail, in whole or in part, because they do not state a claim upon which relief may be granted.
3. Plaintiff’s claims fail, in whole or in part, because any wrongful act or omission alleged to have been committed by Defendant was a good faith result of a bona fide error.
4. Plaintiff’s claims are barred, in whole or in part, by the applicable statute of limitation

for each claim.

5. Plaintiff's claims fail, in whole or in part, any alleged wrongful acts or omissions of Defendant, if and to the extent such acts and omissions occurred, were legally excused or justified.

6. Plaintiff's claims are barred by the doctrines of estoppel, release, and/or waiver.

7. Plaintiff's claims fail, in whole or in part, as the terms of the underlying loan have not been complied with.

8. Plaintiff's claims fail, in whole or in part, for failure to perform conditions precedent, including, but not limited to, paying the underlying loan as agreed, tendering the amount of the debt and/or purchase price, and/or providing the mortgagee with good and sufficient notice of its requests, claims and/or demands.

9. Plaintiff's claims are barred, in whole or in part, because Plaintiff has unclean hands.

10. Plaintiff's claims are barred, in whole or in part, as Plaintiff's damages, if any, were caused or contributed to by Plaintiff's prior breach of contract.

11. Defendant is entitled to an offset against any damages to be awarded to Plaintiff for, among other things, the amounts owed by Plaintiff under the loan agreement, for the use and occupation of the subject property, and attorneys' fees incurred by Defendant in this suit.

PRAYER

WHEREFORE, Defendant prays Plaintiff's Petition be, in all things, denied, the Court to dismiss Plaintiff's claims or render a take-nothing judgment against it, and for all other relief the Court deems appropriate.

Respectfully Submitted,

MCCARTHY & HOLTHUS, LLP

s/ Ramona Ladwig

Ramona Ladwig / SBN: 24092659

rladwig@McCarthyHolthus.com

1255 West 15th Street, Suite 1060

Plano, Texas 75075

Phone: 214.291.3800

Fax: 214.291.3801

**ATTORNEY FOR DEFENDANT
LAKEVIEW LOAN SERVICING, LLC**

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was served on the following via E-File on November 28, 2022.

Erick Delarue
2800 Post Oak Boulevard, Suite 4100
Houston, TX 77056
Telephone: 713-899-6727
Erick.delarue@delaruelaw.com

ATTORNEY FOR PLAINTIFF

s/ Ramona Ladwig _____
Ramona Ladwig / SBN: 24092659

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Noor Salahuddin on behalf of Ramona Ladwig
Bar No. 24092659
nsalahuddin@mccarthyholthus.com
Envelope ID: 70477062
Status as of 11/28/2022 2:04 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Erick DeLaRue	24103505	erick.delarue@delaruelaw.com	11/28/2022 12:20:08 PM	SENT