

2. Defendant denies all conditions precedent have occurred or otherwise been met to Plaintiff's claims.
3. Plaintiff's claims are barred, in whole or in part, because Plaintiff first materially breached the contract(s) upon which they base their claims.
4. Plaintiff's claims are barred, in whole or in part, because they have unclean hands.
5. Plaintiff's claims are barred, in whole or in part, because their own acts or omissions caused or contributed to their injury, if any. In the event the trier of fact determines Plaintiff has suffered any compensable damages, Defendant hereby invoke Chapter 33 of the Texas Civil Practices & Remedies Code and requests the trier of fact determine the proportion of any responsibility for said damages by Plaintiff, and responsible third parties, if any, and to grant judgment against Defendants, if at all, only for those damages for which it is found to be proportionally responsible.
6. Plaintiff's claims are barred, in whole or in part, by the doctrine of waiver, estoppel, or release.
7. Plaintiff's claims are barred, in whole or in part, by the failure to pay or tender payment of the amount due.
8. Plaintiff's claims are barred, in whole or in part, because they failed to mitigate damages.
9. Plaintiff's claims are barred, in whole or in part, because any allegedly wrongful acts or omissions of Defendant were a good faith result of bona fide error.
10. Any allegedly wrongful acts or omissions of Defendant, if and to the extent such acts and omissions occurred, were legally excused or justified.

DEFENDANT'S ORIGINAL ANSWER, AFFIRMATIVE DEFENSES, AND SPECIAL DENIALS IN OPPOSITION TO PLAINTIFF'S ORIGINAL PETITION

11. Defendant has complied with all aspects of Texas law with respect to lending activities on the underlying loan with Plaintiff and as set forth in the Loan Agreement documents.
12. To the extent Plaintiff is entitled to recover damages, Defendant is entitled to an offset against any benefits Plaintiff realized as a result of the borrower's failure to comply with the terms of the loan.

IV. SPECIAL DENIALS

13. Defendant specially deny that Plaintiff has complied with the terms of the loan Agreement.
14. Defendant specially deny that Plaintiff has cured the payment default on the underlying agreement.
15. Defendant specially deny that they have failed to follow applicable law with respect to the servicing the underlying loan.
16. Defendant specially deny that Plaintiff has plead any legal basis that would prohibit exercising the power of sale in the Deed of Trust pursuant to Plaintiff's default on the loan payments.

DEFENDANT'S ORIGINAL ANSWER, AFFIRMATIVE DEFENSES, AND SPECIAL DENIALS IN OPPOSITION TO PLAINTIFF'S ORIGINAL PETITION

PRAYER

WHEREFORE, premises considered, Defendant respectfully request that the Court enter judgment that Plaintiff take nothing by this suit, or dismiss Plaintiff's claims with prejudice against the Defendant, and award Defendant all further relief to which Defendant may show itself entitled.

Respectfully submitted,

GHIDOTTI | BERGER LLP

/s/ George C. Scherer

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ATTORNEYS FOR DEFENDANT FCI

LENDER SERVICES, INC

DEFENDANT'S ORIGINAL ANSWER, AFFIRMATIVE DEFENSES, AND SPECIAL DENIALS IN OPPOSITION TO PLAINTIFF'S ORIGINAL PETITION

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document was served on the following counsel of record in accordance with the Texas Rules of Civil Procedure on November 28, 2023.

CM 7022 3330 0002 1365 1228
Eric L Rhodes
6588 Corporate Dr
Suite 200
Houston, TX 77036

/s/ George C. Scherer
George C. Scherer

Unofficial Copy Office of Marilyn Burgess District Clerk

DEFENDANT'S ORIGINAL ANSWER, AFFIRMATIVE DEFENSES, AND SPECIAL DENIALS IN OPPOSITION TO PLAINTIFF'S ORIGINAL PETITION

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Case Contacts

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