

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR SNOHOMISH COUNTY

EVIL BANK OR DEBT COLLECTOR)	
)	
)	
Plaintiff,)	ANSWER AND
)	AFFIRMATIVE DEFENSES
vs.)	
)	
JOHN OR JANE DOE)	
)	
Defendant.)	

ANSWER AND AFFIRMATIVE DEFENSES

COMES NOW JOHN OR JANE DOE, Defendant, and answers the Complaint filed by Plaintiff herein, and states:

1. The allegations contained in article I. of Plaintiff's Complaint are denied for lack of sufficient information to form a belief as to the truth therein.

2. The allegations contained in article II of Plaintiff's Complaint are denied for lack of sufficient information to form a belief as to the truth therein; except that Defendant admits residing in Snohomish County, Washington.

3. The allegations contained in article III of Plaintiff's Complaint are denied.

4. The allegations contained in article IV. of Plaintiff's Complaint are denied.

5. The allegations contained in article V. of Plaintiff's Complaint are denied for lack of sufficient information to form a belief as to the truth therein; except that Defendant agrees that Plaintiff is a debt collector and this Complaint is an attempt to collect an alleged debt.

AFFIRMATIVE DEFENSES

1. Failure to State a Claim Upon Which Relief Can be Granted: Plaintiff has failed to plead all ultimate facts necessary to assert all essential elements in a cause of action for breach of contract or for account stated or for any recognizable cause of action.
2. Fraud: Plaintiff misrepresents the material facts that Defendant is the "obligor of a certain credit card account bearing number XXXXXXXXXXXXX1234;" that Defendant has "agreed by the use of said credit card (1) to assume responsibility for all credit extended . . . , (2) to pay monthly, obligations evidencing such credit . . . plus a reasonable attorney's fee . . . , and (3) . . . defendant has defaulted on said agreement;" that Defendant used said credit account and "became indebted on said account" that is the subject of this law suit; that Defendant owes "the unpaid balance of which...is fully due and owing to plaintiff . . . ;" wherein Defendant denies having, and denies ever using, the "credit card account" or "credit card" or "credit account" with Plaintiff that is the subject of this law suit; nor has Defendant consented or agreed to anything alleged in this law suit; nor has Plaintiff mailed or caused to be mailed to Defendant a "credit card" or agreement; nor has Defendant received said "credit card" or agreement that is the subject of this law suit.

3. Lack of Jurisdiction Over Subject Matter: This Court is not the proper forum, venue and jurisdiction to bring this action, as no enforceable contract or agreement exists between Plaintiff and Defendant.

4. Sham Pleading: Plaintiff, at the time of pleading, knew or should have known that the material allegations of Plaintiff's pleading are false, that Plaintiff had no admissible document(s) or competent witness(s) to prove said allegations when alleging that Defendant is the "obligor of a certain credit card account bearing number XXXXXXXXXXXXX1234;" that Defendant has "agreed by the use of said credit card (1) to assume responsibility for all credit extended . . . , (2) to pay monthly, obligations evidencing such credit . . . plus a reasonable attorney's fee . . . , and (3) . . . defendant has defaulted on said agreement;" that Defendant used said credit account and "became indebted on said account" that is the subject of this law suit; that Defendant owes "the unpaid balance . . . which is fully due and owing to plaintiff . . . ;" wherein Defendant denies having, or ever using, the "credit card account" or "credit card" or "credit account" with Plaintiff that is the subject of this law suit; nor has Defendant consented or agreed to anything alleged in this law suit; nor has Plaintiff mailed or caused to be mailed to Defendant a "credit card" or agreement; nor has Defendant received said "credit card" or agreement that is the subject of this law suit.

5. Statute of Frauds: Plaintiff is asserting the existence of a "credit card account," and "credit card," and "credit account" along with some agreement without having any admissible evidence beyond its "word of honor" to prove Defendant's obligation or responsibility or "use of" said "credit card account," and "credit card" and "credit account" or any alleged agreement or underlying contract. Further, Plaintiff has no

evidence that Defendant has consented to or signed or received said “credit card” or agreement or underlying contract; or that Plaintiff has ever mailed or caused to be mailed said “credit card” or agreement or underlying contract to Defendant.

6. Unclean Hands: Plaintiff has unclean hands in this lawsuit in that Plaintiff is not the owner, holder or real party in interest of a “credit card account,” or a “credit card,” or a “credit account” or an agreement or underlying documents that is the subject of this law suit; nor does Plaintiff have a right, title or equity interest in said “credit card account,” or “credit card,” or “credit account” or agreement or underlying documents.

7. Estoppel: Plaintiff has failed to respond to Defendant’s demand for proper verification and validation under the FDCPA and WCAA and is estopped from proceeding.

Justice will not be served should Plaintiff be granted equitable relief and would be unjustly enriched by a judgment in its favor.

DATED this _____ day of March, 2012.

JOHN OR JANE DOE

CERTIFICATE

I HEREBY CERTIFY that a true and complete copy of the above and foregoing document has been served upon opposing counsel, by Certified Mail RRR #1111 1111 1111 1111 1111 on this _____ day of March, 2012.

JOHN OR JANE DOE, in proper person (pro se)