Lawyaw Package ID: e59632de-5515-4d4d-ad95-10aa213bde7b

PLD-050

ATTORNEY OR PARTY WITHOUT ATTORNEY
STATE BAR NUMBER:
NAME: Lisa Neville
FIRM NAME:
STREET ADDRESS: 1745 S Hayworth Ave
CITY: Los Angeles
STATE: CA
ZIP CODE: 90035
TELEPHONE NO.: (424) 324-0774
FAX NO.:
EMAIL ADDRESS:
ATTORNEY FOR (name): Defendant Lisa Neville in Pro Per

FOR COURT USE ONLY

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/11/2025 8:19 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Riveros, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 9425 Penfield Ave.
MAILING ADDRESS:
CITY AND ZIP CODE: Chatsworth 91311
BRANCH NAME: Chatsworth Courthouse

PLAINTIFF/PETITIONER: Credit Corp Solutions, Inc.
DEFENDANT/RESPONDENT: Lisa Neville

GENERAL DENIAL

CASE NUMBER:
25CHLC17110

If you want to file a general denial, you MUST use this form if the amount asked for in the complaint or the value of the property involved is $1,000 or less.
You MAY use this form for a general denial if
1. The complaint is not verified; ***or***
2. The complaint is verified and the case is a limited civil case (the amount in controversy is $35,000 or less),

BUT NOT if the complaint involves a claim for more than $1,000 that has been assigned to a third party for collection.

(See Code of Civil Procedure sections 85–86, 90–100, 431.30, and 431.40.)

1. DEFENDANT (*name):* Lisa Neville
   generally denies each and every allegation of plaintiff's complaint.
2. ☑ DEFENDANT states the following FACTS as separate affirmative defenses to plaintiff's complaint *(attach additional pages if necessary):*

   Failure to State a Claim: Defendant is informed and believes and thereon alleges that each and every purported cause of action contained in the complaint fails to state facts sufficient to constitute a cause of action. Plaintiff fails to allege any particular basis for their cause of action against Defendant.

   Statute of Limitations: Defendant is informed and believes and thereon alleges that the recovery for any injury or damage to Plaintiff is barred by the applicable statutes of limitations. Plaintiff fails to show a written agreement between Plaintiff and Defendant by which Defendant became indebted to Plaintiff within the last four years.

   (See Attachment 1 for additional Affirmative Defenses.)

Date: 07/07/2025

Lisa Neville
(TYPE OR PRINT NAME)

Lisa Xiaoli Neville
(SIGNATURE OF DEFENDANT OR ATTORNEY)

If you have a claim for damages or other relief against the plaintiff, the law may require you to state your claim in a special pleading called a cross-complaint or you may lose your right to bring the claim. (See Code of Civil Procedure sections 426.10–426.40.)

The original of this *General Denial* must be filed with the clerk of this court with proof that a copy was served on each plaintiff's attorney and on each plaintiff not represented by an attorney. There are two main ways to serve this *General Denial*: by personal delivery or by mail. It may be served by anyone at least 18 years of age EXCEPT you or any other party to this legal action. Be sure that whoever serves the *General Denial* fills out and signs a proof of service. You may use the applicable Judicial Council form (such as form POS-020, POS-030, or POS-040) for the proof of service.

Form Adopted for Mandatory Use
Judicial Council of California
PLD-050 [Rev. January 1, 2024]

Code of Civil Procedure, §§ 431.30, 431.40
www.courts.ca.gov

Lawyaw Package ID: e59632de-5515-4d4d-ad95-10aa213bde7b

SHORT TITLE: CREDIT CORP SOLUTIONS, INC. VS LISA NEVILLE	CASE NUMBER: 25CHLC17110

ATTACHMENT *(Number):* 1

(This Attachment may be used with any Judicial Council form.)

ADDITIONAL AFFIRMATIVE DEFENSES TO EACH CAUSE OF ACTION:

Lack of Standing: Plaintiff is a debt buyer, Defendant does not have a business relationship with Plaintiff and is informed and believes and thereon alleges that Plaintiff lacks standing to bring this action. Plaintiff fails to include a valid assignment of any debt by an assignor to Plaintiff. Plaintiff fails to include an agreement between an assignor and Defendant. As Defendant never signed any agreement with Plaintiff regarding a debt, Plaintiff lacks standing to bring this action.

Violations of the Truth in Lending Act/Offset: To the extent Plaintiff is alleging the alleged debt is based on credit card transactions, Plaintiff has violated TILA by, amongst other ways, failing to provide advance notice of significant changes, failing to provide required disclosures for open-end credit accounts, and failing to provide a notice of Defendant's right to rescind. As a result, Defendant is entitled to an offset pursuant to 15 USC § 1640(h).

Statute of Frauds: Defendant is informed and believes and thereon alleges that Plaintiff has no written contract from which those claimed rights emanate, and therefore, the claim for relief is barred by the statute of frauds.

Extinguishment of Contract: Defendant is informed and believes and thereon alleges that Plaintiff destroyed or materially altered the original contract and therefore all obligations as to that contract have been extinguished.

Uncertain Terms of Agreement: Defendant is informed and believes and thereon alleges that the terms of any agreement which Plaintiff seeks to enforce are insufficiently certain to support any recovery by it for the inducement of any breach thereof.

Unconscionability: Defendant is informed and believes and thereon alleges that the terms of any and all agreements upon which Plaintiff sues are unconscionable and unenforceable.

Unjust Enrichment: Defendant is informed and believes and thereon alleges that the relief sought in the Complaint would constitute an unjust enrichment of the Plaintiff to the detriment of Defendant.

Laches: The Complaint, in whole or in part, is barred by the doctrine of laches as Plaintiff unreasonably delayed in providing notice of and in commencing and prosecuting this action, causing unfair prejudice to Defendant.

Estoppel: The Complaint, in whole or in part, is barred by the doctrine of estoppel.

Waiver: The Complaint, in whole or in part, is barred by the doctrine of waiver.

Equity: Defendant is informed and believes and thereon alleges that as between Plaintiff and Defendant, the equities do not favor Plaintiff and its claims should therefore be barred.

(Continued on page 2)

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

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ATTACHMENT *(Number):* 1

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ADDITIONAL AFFIRMATIVE DEFENSES TO EACH CAUSE OF ACTION:

Unclean Hands: Defendant is informed and believes and thereon alleges that Plaintiff's prayer for equitable relief is barred by Plaintiff's unclean hands.

Violation of Fair Debt Collection Practices Act and/or Rosenthal Fair Debt Collection Practices Act and/or the California Business and Professions Code (§ 6077.5 et. seq.): Defendant is informed and believes and thereon alleges that Plaintiff has violated the FDCPA and/or Rosenthal Act and/or the California Business and Professions Code by, among other ways, falsely representing the character, amount, or legal status of a debt. Cal. Civ. Code § 1788.17; 15 U.S.C. § 1692e(2)(a). If Defendant shows Plaintiff violated the law, Plaintiff must repay any out-of-pocket expenses Defendant paid due to the violations and Plaintiff must also pay up to $1000 for each violation. These sums off-set Defendant's alleged debt, if any.

Failure to Establish Breach of Contract: Defendant is informed and believes and thereon alleges that Plaintiff cannot produce evidence of a contract between Defendant and Plaintiff or a breach of any alleged contract. Defendant asserts that Plaintiff has failed to adequately allege the existence of the contract and failed to attach a copy of the alleged contract as an exhibit to the complaint. The document attached to Plaintiff's complaint does not include Defendant's name, any alleged account number, or any signature establishing the elements necessary to form a contract or establish a breach of a contract. Plaintiff has misrepresented to the court that the agreement attached to its complaint is the written agreement allegedly entered into.

No Meeting of the Minds: Defendant does not know who Credit Corp Solutions, Inc. is and could not have agreed to something with a party that Defendant did not know. Therefore there was no meeting of the minds.

Additional Affirmative Defenses: Defendant presently has insufficient knowledge and information upon which to form a belief as to whether Defendant may have additional, as yet unstated, affirmative defenses available. Defendant expressly reserves the right to assert additional affirmative defenses in the event that discovery indicates such would be appropriate.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)