Defendant’s statement regarding Case No. CV-021507 in Pima County Consolidated Justice Court. 15 July 2013. Plaintiff: TULA LLC vs C. Baisan, Defendant

Your Honor, I wish to make the following response to the Plaintiff’s reply to my request for hearing.

The Plaintiff makes 8 points in their response as I understand them:

1. Failure to answer original summons.
2. Insufficient reason cited to vacate judgement.
3. Failure to file a motion in a timely fashion.
4. Failure to provide reasonable cause to vacate judgement.
5. Failure to provide meritorious defense permitting court to vacate judgement.
6. Failure to settle with original creditor.
7. Law allows the plaintiff to ‘step into the shoes of the original creditor.
8. Defendant is in error regarding the plaintiff’s costs and recovery.

Several of these appear to be redundant in whole or in part so I will answer in a consolidated fashion.

Timeliness of response: My family has been struggling financially since the crisis of 2008 and has been beset by creditors over this period. It is difficult for ordinary people with busy working lives and families to support and without legal expertise to sort out what their legal options might be. We had some confusion in this case about the particulars of the claim but acknowledge the original debt to Chase Bank. It can seem overwhelming for people who cannot afford legal counsel to fight such claims and the tendency of people to ‘just give up’ in the face of legal judgments I am sure provides an incentive for collection agencies, however when the current garnishment judgment threatens my ability to care for and feed my family I have no alternative but to seek some relief .

While the plaintiff says they may step into the shoes of the original creditor I claim this is false equivalency as the original creditor wrote down the value of the debt and sold it – that should be the fair measure of valuation of the debt – the market value at time of sale, not the original face value plus interest, etc. Especially as the plaintiff has provided no services to anyone excepting the purchase cost of their ‘investment’.

We offered the plaintiff a lump settlement of $3,000 ( which would include the ~$1,700 already seized from my wages) prior to this court appearance which I believe represents a fair value covering their initial purchase plus profit. They rejected this offer, already having their hand in my pocket they see no cause to remove it.

The plaintiff will not suffer undue hardship by accepting this offer however my family, already suffering financial hardship is now burdened with a truly unbearable burden. I respectfully ask the court for relief in this matter. Christopher H. Baisan