

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

**DEREK RYNBERG and  
WALTER L. PARTRIDGE,  
On Behalf of Themselves  
and All Others Similarly Situated,**

**Plaintiff,**

**Hon.**

**Case No.**

**PROPOSED CLASS ACTION**

**v.**

**CAVALRY SPV I, LLC,  
CAVALRY PORTFOLIO SERVICES, LLC  
and WEBER & OLCESE, P.L.C.**

**Defendants.**

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**COMPLAINT AND JURY DEMAND**

NOW COMES Plaintiffs, **DEREK RYNBERG and WALTER L. PARTRIDGE** (hereinafter “Plaintiff” or “Plaintiffs”) by and through counsel, The Law Offices of Brian Parker, PC and The Law Offices of Nicholas A. Reyna and bring this action against the above listed Defendants, **CAVALRY SPV I, LLC (“Cavalry” or “Defendants”), CAVALRY PORTFOLIO SERVICES, LLC (“CPS” or “Defendants”) and WEBER & OLCESE, P.L.C. (“Weber” or “Defendants”)** on the grounds set forth herein:

**I. PRELIMINARY STATEMENT OUTLINING DEFENDANTS’ “AFFIDAVIT**

**ROBO-NOTARIZING” COLLECTION PLAN AND SCHEME**

Plaintiff brings this action for damages and injunctive relief based upon the Defendants' violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692 *et seq.* and The Regulation of Collection Practices Act (RCPA), codified at MCL 445.251 *et seq.*

2.

In Michigan, a collection lawsuit served with an affidavit is prima facie evidence of indebtedness:

**600.2145 Open account or account stated; proof, counterclaim.**

Sec. 2145.

In all actions brought in any of the courts of this state, to recover the amount due on an open account or upon an account stated, if the plaintiff or someone in his behalf makes an affidavit of the amount due, as near as he can estimate the same, over and above all legal counterclaims and annexes thereto a copy of said account, and cause a copy of said affidavit and account to be served upon the defendant, with a copy of the complaint filed in the cause or with the process by which such action is commenced, such affidavit shall be deemed prima facie evidence of such indebtedness, unless the defendant with his answer, by himself or agent, makes an affidavit and serves a copy thereof on the plaintiff or his attorney, denying the same.

3.

In a state-wide scheme designed to eliminate the “Burden” in the Burden of Proof and deceive Michigan residents into paying a debt where Defendants lack proof of ownership of the debt while eliminating the consumer’s legal defenses, members of the proposed classes are being sued by Defendants with falsely verified documents to obtain false judgements based upon false lawsuits and affidavits that have been signed by “robo-notarized” notaries like Dawn M. Fanning to create a material and false burden on Michigan debtors to come up with their own Affidavit in defense and create a large burden to respond to the collection lawsuit in violation of § 1692e, § 1692e (10), § 1692e (13), § 1692e (2)(A), § 1692e (9), § 1692f, § 1692d, MCLA 445.252(n), MCLA 445.252(e), MCLA 445.252(b), MCLA 445.252(d), MCLA 445.252(f) and MCLA 445.252(q).

## **II. PARTIES**

4.

Defendant Cavalry SPV I, LLC (Cavalry) is a foreign corporation located in the City of Valhalla, County of Westchester, State of New York and debt collector that purchases and collects large portfolios of defaulted consumer receivables under 15 U.S.C. 1692a (6) and 15 U.S.C. 1692a(6)(f)(iii) and collects and services the debts through its subsidiaries such as Defendant Cavalry Portfolio Services, LLC. Defendant Cavalry files lawsuits to collect debts through outside lawyers such as Defendant Weber & Olcese, P.L.C. in the 83 counties throughout the State of Michigan. **Please see Exhibit 1 and Exhibit 2.**

5.

Defendant Cavalry Portfolio Services, LLC (CPS) is a foreign corporation located in New York and is a subsidiary of Defendant Cavalry and a debt collector of defaulted debts under 15 U.S.C. 1692a (6) and 15 U.S.C. 1692a(6)(f)(iii) and creates Robo-Notarized Affidavits to support lawsuits to collect debts through outside lawyers such as Defendant Weber & Olcese, P.L.C. in the 83 counties throughout the State of Michigan.” **Please see Exhibit 1 and Exhibit 2.**

6.

Defendant Weber & Olcese, P.L.C. is a Michigan debt collector and law firm located in the City of Troy, County of Oakland, State of Michigan that files lawsuits for Defendant Cavalry throughout the 83 counties in the State of Michigan based on the Notarized Affidavits of Cavalry and CPS that are “Robo-Notarized” to meet MCLA 600.2145 prima facie evidence requirements of such indebtedness with these Affidavits to eliminate the “Burden” in a Plaintiff’s Burden of Proof. **Please see Exhibit 1 and 2 and also Exhibit 3 which is Dawn M Fannings’ Application for Notary Public in Westchester County, State of New York.**

7.

Plaintiff Derek Rynberg is located in the City of Lansing, State of Michigan and considered a Consumer under the FDCPA and RCPA.

8.

Plaintiff Walter L. Partridge is a resident of Pontiac, Oakland County, State of Michigan and considered a Consumer under the FDCPA and RCPA

### **III. JURISDICTION AND VENUE**

9.

Jurisdiction arises under 15 U.S.C. § 1692k (d) and 28 U.S.C. §§ 1331, 1337. This court has jurisdiction over this Complaint pursuant to the FDCPA, 15 U.S.C. § 1692k(d), 28 U.S.C. § 1331 and 28 U.S.C. § 1367. Venue in this judicial district is proper because the pertinent events took place here. Supplemental jurisdiction for Plaintiff's state law claims arise under 28 U.S.C. § 1367. *Baltierra v. Orlans Associates PC*, No. 15-cv-10008 (E.D. Mich. Oct. 7, 2015).

10.

The factual basis of the RCPA claim is the same as the factual basis of the FDCPA claim and this district court has “supplemental jurisdiction over all other claims that are so related to the claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution. 28 U.S.C. § 1367(a). *Lovelace v. Stephens & Michaels Assocs., Inc.*, No. 07-10956, 2007 WL 3333019, at \*2 (E.D. Mich. Nov. 9, 2007) (stating that FDCPA claims and RCPA claims are simply duplicates and “need not be addressed separately”).

11.

Venue is appropriate in this federal district pursuant to 28 U.S.C. §1391(b) because a

substantial part of the events giving rise to Plaintiff's claims occurred within this federal judicial district, and the Defendants are subject to personal jurisdiction in the State of Michigan at the time this action is commenced.

#### **IV. STATUTORY STRUCTURE**

##### **FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)**

12.

The FDCPA was passed to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuse. 15 U.S.C. § 1692.

13.

Plaintiffs are consumers. Under the FDCPA, a "consumer" is any natural person obligated or allegedly obligated to pay any debt. 15 U.S.C. §1692a (3).

14.

Under the FDCPA, "debt" means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes. 15 U.S.C. § 1692a (5).

15.

Under the FDCPA, a "debt collector" is any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose for which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due to another. 15 U.S.C. § 1692a (6). Defendants are debt collectors.

16.

The Defendants regularly attempt to collect consumer debts alleged to be due another and are debt collectors as provided in 15 U.S.C. 1692a (6) and 15 U.S.C. 1692a(6)(f)(iii) as the bank and credit card debts Defendants purchase are in default when obtained by all Defendants. *Bridge v. Ocwen Federal Bank, FSB*, 681 F. 3d 355 - Court of Appeals, 6th Circuit 2012.

17.

The FDCPA is a strict liability statute, which provides for actual or statutory damages upon the showing of one violation. Whether a debt collector's actions are false, deceptive, or misleading under § 1692(a)-g is based on whether the "least sophisticated consumer" would be misled by a defendant's actions. *Harvey v. Great Seneca Fin. Corp.*, 453 F.3d 324, 329 (6th Cir. 2006).). This standard ensures "that the FDCPA protects all consumers, the gullible as well as the shrewd." *Kistner v. Law Offices of Michael P. Margelefsky, LLC.*, 518 F.3d 433, 438 (6th Cir).

18.

Whether a debt collector's actions are false, deceptive, or misleading under §1692e is based on whether the "least sophisticated consumer" would be misled by defendant's actions. *Wallace v. Washington Mutual Bank*, 683 F.3d. 323, 327 (6<sup>th</sup> Cir. 2012), *Harvey v. Great Seneca Fin. Corp.*, .

19.

Section 1692e provides: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt." 15 U.S.C. § 1692e. To prohibit deceptive practices, the FDCPA, at 15 U.S.C. § 1692e, outlaws the use of false, deceptive, and misleading collection practices and names a non-exhaustive list of certain *per se* violations of false and deceptive collection conduct. 15 U.S.C. § 1692e (1) -(16). Among the *per se* violations prohibited by that section are using any false representation or deceptive

means to collect or attempt to collect any debt or to obtain information concerning a consumer,  
15 U.S.C. § 1692e (10).

20.

Section 1692e further provides:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(2) The false representation of—

(A) the character, amount, or legal status of any debt; or

(B) any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt.

(3) The false representation or implication that any individual is an attorney or that any communication is from an attorney.

(5) The threat to take any action that cannot legally be taken or that is not intended to be taken.

(9) The use or distribution of any written communication which simulates or is falsely represented to be a document authorized, issued, or approved by any court, official, or agency of the United States or any State, or which creates a false impression as to its source, authorization, or approval.

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

(13) The false representation or implication that documents are legal process.

**REGULATION OF MICHIGAN COLLECTION PRACTICES ACT (RCPA)**

21.

The Regulation of Michigan Collection Protection Act (RCPA), MCL 445.251 et seq. is an act to regulate the collection practices of certain persons; to provide for the powers and duties of certain state agencies; and to provide penalties and civil fines.

22.

“Claim” or “debt” means an obligation or alleged obligation for the payment of money or thing of value arising out of an expressed or implied agreement or contract for a purchase made primarily for personal, family, or household purposes.

23.

“Collection agency” means a person directly or indirectly engaged in soliciting a claim for collection or collecting or attempting to collect a claim owed or due or asserted to be owed or due another, or repossessing or attempting to repossess a thing of value owed or due or asserted to be owed or due another person, arising out of an expressed or implied agreement. Collection agency includes a person representing himself or herself as a collection or repossession agency or a person performing the activities of a collection agency, on behalf of another, which activities are regulated by Act No. 299 of the Public Acts of 1980, as amended, being sections 339.101 to 339.2601 of the Michigan Compiled Laws. Collection agency includes a person who furnishes or attempts to furnish a form or a written demand service represented to be a collection or repossession technique, device, or system to be used to collect or repossess claims, if the form contains the name of a person other than the creditor in a manner indicating that a request or demand for payment is being made by a person other than the creditor even though the form directs the debtor to make payment directly to the creditor rather than to the other person whose name appears on the form. Collection agency includes a person who uses a fictitious name or the name of another in the collection or repossession of claims to convey to the debtor that a third person is collecting or repossessing or has been employed to collect or repossess the claim.

24.

Defendants are regulated agencies under the RCPA. See *Misleh v Timothy E. Baxter & Associates*, 786 F Supp. 2d 1330(E.D. Mich 2011; *Newman v. Trott & Trott, PC*, 889 F. Supp.



2d 948 - Dist. Court, ED Michigan 2012; *Baker v. Residential Funding Co., LLC*, 886 F. Supp.

2d 591 - Dist. Court, ED Michigan 2012.

25.

“Communicate” means the conveying of information regarding a debt directly or indirectly to a person through any medium.

26.

“Consumer” or “debtor” means a natural person obligated or allegedly obligated to pay a debt.

27.

“Creditor” or “principal” means a person who offers or extends credit creating a debt or a person to whom a debt is owed or due or asserted to be owed or due. Creditor or principal does not include a person who receives an assignment or transfer of a debt solely for the purpose of facilitating collection of the debt for the assignor or transferor. In those instances, the assignor or transferor of the debt shall continue to be considered the creditor or the principal for purposes of this act.

28.

“Person” means an individual, sole proprietorship, partnership, association, or corporation. Defendants are regulated persons under § 445.251(g)(xi). Defendants are violating the following RCPA subsections:

**445.252 Prohibited acts.**

- (a) Communicating with a debtor in a misleading or deceptive manner, such as using the stationery of an attorney or credit bureau unless the regulated person is an attorney or is a credit bureau and it is disclosed that it is the collection department of the credit bureau; and
- (b) Using forms or instruments which simulate the appearance of judicial process; and
- (d) Using forms that may otherwise induce the belief that they have judicial or official sanction.

(e) Making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt or concealing or not revealing the purpose of a communication when it is made in connection with collecting a debt; and

(f) Misrepresenting in a communication with a debtor 1 or more of the following:

(i) The legal status of a legal action being taken or threatened.

(ii) The legal rights of the creditor or debtor.

(iii) That the nonpayment of a debt will result in the debtor's arrest or imprisonment, or the seizure, garnishment, attachment, or sale of the debtor's property; and

(n) Using a harassing, oppressive, or abusive method to collect a debt...

(q) Failing to implement a procedure designed to prevent a violation by an employee.

29.

The Plaintiff, on behalf of himself and all others similarly situated, seeks Statutory Damages, ACTUAL DAMAGES, attorney fees, costs, and all other relief, equitable or legal in nature, as deemed appropriate by this Court in a Class Action context, pursuant to the FDCPA and the RCPA and all other common law or statutory regimes. The Plaintiff, on behalf of himself and all others similarly situated requests that he and the class members be awarded:

- a. Their Actual Damages suffered by the class members like Plaintiffs who are subject to the same the same collection/affidavit scheme or plan to burden debtors into not responding to collection lawsuits,
- b. Injunctive Relief stopping Defendants from continuing their plan and scheme through letters and debt collection lawsuits as alleged here
- c. Attorney fees and costs under the FDCPA and RCPA.

30.

The RCPA mirrors the requirements and remedies of the FDCPA with the same 6<sup>th</sup> Circuit use of the “least sophisticated consumer” standard. *McKeown v. Mary Jane M. Elliott*

P.C., No. 07-12016-BC, 2007 WL 4326825, at \*5 (E.D.Mich. Dec. 10, 2007) (citing *Hubbard v. Nat'l Bond and Collection Assocs., Inc.*, 126 B.R. 422, 426 (D.Del.1991)) held that “§ 445.252(e) applies to Defendant, its analysis is similar to that under § 1692e of the FDCPA, both of which bar misleading and deceptive communications... In light of the similarity between 15 U.S.C. § 1692e 15 U.S.C. § 1692g and these causes of action, it appears appropriate to view Plaintiff’s claims under the same “least sophisticated consumer” standard.

**V.SIGNATURE OF DAWN M. FANNING LISTED WITH THE STATE OF NEW YORK**

31.

Here at Exhibit 3 are the two signatures Ms. Dawn M. Fanning provided the State of New York for both her application to become a notary and the affirming of another’s signature and application:

~~FANNING DAWN M~~ *Ryden*  
25 CREST DR  
YORKTOWN HEIGHTS NY 10598

PRINT ANY CHANGES IN INK IN THIS AREA

<i>W/L 7/18/15</i>

REGISTRATION NUMBER: 01FA6091579  
EFFECTIVE DATE: 04/28/2015  
EXPIRATION DATE: 04/28/2019

LIST DATE 01/01/2015

Oath of Office  
State of New York, County of WESTCHESTER

I do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of Notary Public for the State of New York according to the best of my ability.

Applicant Signature X *[Signature]*

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

*[Signature]*  
(County Clerk or Notary Public)

DANIEL BRITO  
Notary Public, State of New York  
No. 01BR8141638  
Qualified in Westchester County  
Commission Expires Feb 27 2020

OATH OF OFFICE

FOR OFFICE USE ONLY		APPT. DATE: 9/19/16	UNIQUE ID: DIEN L0347934
LAST NAME: Enriquez		FIRST NAME: Jessica	MIDDLE:
NYS HOME ADDRESS: (If your legal residence is outside of NYS skip this section & complete the "NYS Business Name & Address" below)			
STREET ADDRESS: 291 South Lexington Ave Apt 1			
CITY: White Plains	NY	ZIP CODE: 10606	COUNTY: Westchester
NYS BUSINESS NAME:			
NYS BUSINESS STREET ADDRESS:			
CITY:	NY	ZIP CODE:	COUNTY:

Oath of Office  
 State of New York  
 County of Westchester

I do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State New York, and that I will faithfully discharge the duties of the office of Notary Public for the State of New York according to the best of my ability.

Applicant Signature X \_\_\_\_\_ Date 8/29/2016

Sworn to before me on this 29 day of Aug 2016

[Signature]  
 (County Clerk or Notary Public)

DAWN M. FANNING  
 Notary Public, State of New York  
 No. 01FA6091579  
 Qualified in Westchester County  
 Commission Expires April 28, 2019

Notary Public Stamp

DOS-0033-f-1-a (Rev. 07/14)

32.

The Dawn M. Fanning Signature above is signed on August 29, 2016 just 8 days before her name was allegedly "signed" as a notary in Exhibit 1 for Defendants in an Affidavit of Claim to support a case against Plaintiff Partridge:

6. I certify under oath that to the best of my knowledge the above statements are true and correct.

Subscribed and sworn to before me on 09/06/2016

[Signature]  
 Legal Administrator

[Signature]  
 Notary Public, State of New York

KLAWEBER AND OLCESE PC  
16185200

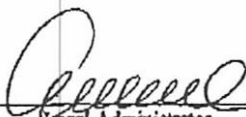
Dawn M Fanning  
 Notary Public - State of New York  
 No. 01FA6091579  
 Qualified in Westchester County  
 Commission Expires April 28, 2019

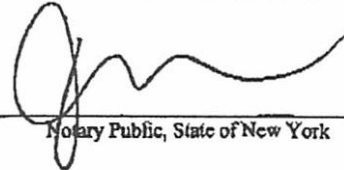
33.

The Dawn M. Fanning Application Signature above is signed on August 29, 2016 just three months before her name was allegedly “signed” as a notary in **Exhibit 2** for Defendants in an Affidavit of Claim to support a case against Plaintiff Rynberg:

6. I certify under oath that to the best of my knowledge the above statements are true and correct.

Subscribed and sworn to before me on 12/05/2016

  
Legal Administrator

  
Notary Public, State of New York

MH-WIEBER AND OLDBE PC  
18780940

Dawn M Fanning  
Notary Public - State of New York  
No. 01FA6091579  
Qualified in Westchester County  
Commission Expires April 28, 2019

34.

As evidence of a wider scheme and plan to use false signatures in proving claims in Defendant Cavalry and CPS cases, Ms. Fanning’s “signature” is appearing on Affidavit of Claims that “notarize” signatures of Defendant Employees for other law firms such as Brook & Scott, PLLC in South Carolina and Stillman Law Offices at **Exhibit 4**.

## **VI. FACTUAL ALLEGATIONS**

35.

Plaintiffs adopt and restate the above pleadings especially regarding the foundation of the scheme and plan to eliminate the rights of Michigan consumers and push through these State Lawsuits to a Default Judgment based on MCL 600.2145.

36.

Defendants Cavalry and CPS purchase debt portfolios consisting of old and defaulted debt with no credit cardholder agreements to sue Michigan residents using false information and

computer template lawsuits with no meaningful involvement by the Weber attorneys signing them under MCR 2.113(F).

37.

Defendant Calvary receives the purchased debt portfolios and Defendant CPS services the debt and works up the legal paperwork and Affidavit of Claims to send to law firms across the United States. In Michigan, the paperwork is then passed on to firms like Weber & Olcese, PLC to sue Michigan consumers.

38.

As shown on the Affidavits, prior to sending the litigation file to Weber, each case created by Defendant CPS is assigned a Michigan file number on the Affidavits identifying Weber and Olcese, PLC as the recipient of the file:

MI-WEBER AND OLCESE PC  
18780940

Exhibit 2 for Plaintiff Rynberg

**MI-WEBER AND OLCESE PC  
18185200**

Exhibit 1 for Plaintiff Partridge

39.

Part of the plan and scheme is to provide Defendant Weber computer template pleadings with few changes in each pleading other than the name of the debtor, amount of the debt and location of the court. There is little, if any, attorney involvement or reasonable investigation in

creating the lawsuit or even reading it by any of the attorneys signing the pleadings under MCR 2.113 and MCR 2.114.

40.

In the collection lawsuits filed by Defendant Weber, there are no attached signed credit holder agreements attached to the collection lawsuits filed throughout Michigan. The complaint template states:

**7. That Plaintiff, through its assignor, and Defendant have consented to a sum as the credit balance due from one another on the account.**

41.

In Michigan, the Court Rules on Pleading require that the written agreement that the action is based upon be attached to the pleading or state in the pleading that the written agreement is in the possession of the Defendant:

**Rule 2.113 Form of Pleadings and Other Papers**

(F) Exhibits; Written Instruments.

(1) If a claim or defense is based on a written instrument, a copy of the instrument or its pertinent parts must be attached to the pleading as an exhibit unless the instrument is

- (a) a matter of public record in the county in which the action is commenced and its location in the record is stated in the pleading;
- (b) in the possession of the adverse party and the pleading so states;
- (c) inaccessible to the pleader and the pleading so states, giving the reason; or
- (d) of a nature that attaching the instrument would be unnecessary or impractical and the pleading so states, giving the reason.

42.

As the lawsuit was probably created in New York as part of the Cavalry Scheme to

prepare the lawsuits for Defendant law firms like Defendant Weber, there are also no references under 2.113(F)(1)(b) and (c) that the credit card agreement or written instrument is in the possession of the defendant/consumer as required by court rule in the computer template lawsuits here in **Exhibit 1** and **Exhibit 2**.

43.

The “Weber” lawsuits all state that:

1. That Plaintiff's attorneys are debt collectors attempting to collect a debt and any information obtained will be used for that purpose.

Defendant Weber Attorneys are communicating this information to debtors throughout the state under 15 U.S.C. § 1692a (2) and MCL 445.251(c).

#### **VII. NO MEANINGFUL INVOLVEMENT BY SIGNING ATTORNEY DEFENDANTS**

44.

In violation of MCR 2.114 and MCR 2.113, the attorneys from Weber are signing these Complaints with no meaningful involvement or any reading of the lawsuit the attorney is vouching for.

45.

Given the violation of the pleading rules under MCR 2.113(F), Plaintiff is informed and believes, and on that basis allege, that the Defendants have a policy and practice of filing lawsuits that are computer-generated, mass-produced pleadings in violation of the pleading requirements of the Michigan Court Rules – in the form of the Weber lawsuits at **Exhibit 1 and 2** that refer to Affidavits with false notary signatures to prove their case:

11. That a statement of the account and an affidavit verifying the account are attached to this Complaint and incorporated by reference (see attached Exhibits).



. -- *without any meaningful attorney review or involvement* prior to the filing of the collection lawsuits in violation of 15 U.S.C. §§ 1692e and 15 U.S.C. §§ 1692e (3).

46.

In violation of MCR 2.113(F) generally and MCR 2.113(F)(1)(b) and (c) specifically, if the Defendant Weber attorneys had read or reviewed or had meaningful involvement in reading or creating the “Weber” lawsuits, the Defendant attorneys would have known that there is no cardholder agreement attached to the lawsuit and that there is no required paragraph in the pleading stating that the written instrument is “in the possession of the adverse party.”

47.

Defendants’ scheme and plan to both, eliminate the rights of consumers’ ability to defend themselves and convince a State Court that a Default is warranted on the merits of a false complaint and affidavit is not complete or possible without the attorneys from Defendant Weber signing off on the whole thing. **Please see the lawsuit as filed against the Plaintiff attached as an example of the use of this format and dependence on the Affidavits at Exhibit 1 and 2.**

**VIII. THE FALSE AFFIDAVITS AND MATERIAL DUE PROCESS**

48.

The Defendant Affidavits created by Cavalry and CPS have all of the same information except for the key facts specific to the debtor being sued. The form used seeks to create a document with a court caption as though it has official or judicial sanction, by example:

16-20064

**AFFIDAVIT OF CLAIM**

STATE OF NEW YORK                    )  
  ) SS  
COUNTY OF WESTCHESTER )  
RE: Cavalry SPV I, LLC, as assignee of Citibank, N.A.

vs.  
**DEREK RYNBERG**

14-2

**AFFIDAVIT OF CLAIM**

STATE OF NEW YORK )  
 ) SS  
COUNTY OF WESTCHESTER )

RE: Cavalry SPV I, LLC, as assignee of HSBC Bank Nevada, N.A./Capital One Bank USA, N.A.

vs.  
WALTER L PARTRIDGE

**AFFIDAVIT OF CLAIM**

**ORIGINAL**

STATE OF NEW YORK )  
 ) SS  
COUNTY OF WESTCHESTER )

RE: Cavalry SPV I, LLC, as assignee of GE Retail Bank/HH Gregg

2014 CP 32041

vs.  
DARYL POUND  
JOHN J RIDGEWAY

49.

The fraudulent acts of Defendants consisted of the use of uniform and deceptive and misleading affidavits and “Robo-Notarization” by Defendants under MCL 600.2145. Nothing is more material to the least sophisticated consumer than how it’s reaction is shaped and changed by deceptive and misleading pleadings and supporting affidavits.

50.

But for the material misrepresentations of Defendants through false affidavits and violations of the Michigan Court rules, there is no proof that Cavalry has the right to sue the Plaintiffs specifically or the Plaintiff class generally for these credit card debts. Michigan consumers are forced to defend themselves against a debt collector suing them with false information under MCL 600.2145.

51.

The material misrepresentation in the Affidavits help Defendants eliminate the “Burden”

in their Burden of Proof in State Court by presenting false affidavits under MCLA 600.2145 requiring class members an increased burden of defending themselves in court against a collector using false paperwork and attorney proof. The extra expense of an enormous investigation and attorney assistance is necessary to defend against Defendants' scheme and plan.

52.

Time is money and a Default Judgment is the goal of Defendants. The vast majority of the Debt collection lawsuits Weber files go unanswered by Consumers and result in default judgments given the ready-made but false Affidavit presented to the defaulting Court.

53.

Defendants file hundreds of these collection lawsuits in the State of Michigan. The use of false verifications and robo-notaries eliminates the cost of verifying that Defendants truly own the debt and that the debtor owes the amount in the Affidavit and Complaint. A "sworn" affidavit takes the place of the necessary proof and paperwork and eliminates the associated cost of proving the debt is owed to Defendants by class members and falsely forces the burden of proof onto the debtor under 600.2145.

54.

There can be no greater and material misrepresentation upon the Michigan Consumer here than the scheme and plan through these verified lawsuits and false Affidavits in an effort to convince consumers and courts that they have no defense to a case and to persuade courts that Defendants are legally entitled to Default Judgments under MCL 600.2145.

55.

In violation of the FDCPA and RCPA the material misrepresentations of the Defendants go to the heart of the consumer's due process right to defend themselves against a lawsuit. The actions to falsify sworn notary verifications, to have Attorneys sign pleadings they have not read

and/or that don't follow the Michigan Court Rules on pleadings is purposeful misrepresentation on the part of Defendants to eliminate the legal rights and defenses of debtors and to prop up false Default Judgments in Michigan Courts.

56.

The "Cavalry/Weber" Affidavits and false signatures are crafted to deceive the class members and Courts in the State of Michigan into believing Defendants have the right to sue and collect upon debts either in trials or to support Default Judgments in violation of § 1692e, § 1692e (10), § 1692e (2)(A), § 1692e (9), § 1692f, § 1692d, MCLA 445.252(n), MCLA 445.252(e), MCLA 445.252(b), MCLA 445.252(d), MCLA 445.252(f), MCLA 445.252(q) and MCLA 445.252(a).

#### **IX. CLASS ACTION ALLEGATIONS**

57.

Plaintiff restates the above pleadings.

58.

Plaintiff brings this lawsuit as a class action. Plaintiffs tentatively define two classes including all persons in the State of Michigan who, during the one year (FDCPA) and six years (RCPA) prior to the filing of this complaint were the victims of "Cavalry/Weber Affidavits" created by Defendants Cavalry and CPS in violation of Federal and State law.

59.

The FDCPA Class consists of all persons with a Michigan address that are subject to the Defendants' collection lawsuits in violation of § 1692e, § 1692e (10), § 1692e (13), § 1692e (2)(A), § 1692e (9), § 1692f and § 1692d.

60.

The RCPA Class consists of all persons with a Michigan address that have received

Defendant collection lawsuits in violation of MCLA 445.252(n), MCLA 445.252(e), MCLA 445.252(b), MCLA 445.252(d), MCLA 445.252(a), MCLA 445.252(f) and MCLA 445.252(q).

61.

There are questions of law and fact common to each class, which common issues predominate over any issues involving only individual class members. The principal and common issue is whether Defendants' conduct in connection with the collection of a debt violates the FDCPA and RCPA.

62.

There are no individual questions here. All Michigan class members receive the same or similar computer template collection lawsuits supported by Robo- Notarized Affidavits with a lack of meaningful attorney involvement and false robo notary signings that are filed in violation of the FDCPA and RCPA.

63.

Plaintiffs will fairly and adequately protect the interests of the class. They are committed to vigorously litigating this matter. Plaintiff Partridge and Plaintiff Rynberg are greatly annoyed at being the victim of Defendants' illegal practices and wish to see that the wrong is remedied. To that end, they have retained counsel experienced in litigating consumer advocacy and class claims like this one. Neither Plaintiff nor their counsel has any interests which might cause them to not vigorously pursue this claim.

64.

Plaintiff claims are typical of the claims of the classes, which all arise from the same operative facts and are based on the same legal theories out of **Exhibits 1, 2 and 3**.

65.

A class action is a superior method for the fair and efficient adjudication of this

controversy. Most of the consumers who are subject to this practice and policy of Defendant undoubtedly have no knowledge that their rights are being violated by illegal collection practices. The interest of class members in individually controlling the prosecution of separate claims against Defendants is small because the maximum damages in an individual action are \$1,000. Management of this class claim is likely to present significantly fewer difficulties than those presented in many class claims, e.g, for securities fraud.

66.

Certification of each class under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure is appropriate because:

- (a) The questions of law and fact common to the members of each class predominate over any questions affecting an individual member: and
- (b) A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

67.

There are questions of law and fact common to the class members, which common questions predominate over any questions that affect only individual class members. The predominant questions are:

- a. Whether defendants had a practice of using Robo-Notarized Affidavits and computer template lawsuits with no real or meaningful attorney involvement and in violation of MCR 2.113 and MCR 2.114 against Michigan residents in violation of the FDCPA and RCPA.
- b. Whether Defendants violating the FDCPA and RCPA using false Affidavits and Notaries under MCL 600.2145.

68.

Certification of each class under Rule 23(b)(2) of the Federal Rules of Civil Procedure also is appropriate because Defendants have acted on grounds generally applicable to each class, thereby making declaratory and injunctive relief appropriate with respect to each class as a whole.

69.

Plaintiffs request certification of a hybrid class action, combining the elements of FRCP 23(b)(3) for monetary damages and FRCP 23(b)(2) for equitable relief.

## **X. CLAIMS FOR RELIEF**

### **Class 1-Fair Debt Collection Practices Act**

70.

Defendants have violated the FDCPA. Defendants' violations of the FDCPA include, but are not necessarily limited to, the following:

- a. Defendants violated 15 U.S.C. 1692e and 15 U.S.C. 1692e (10) by using false, deceptive and misleading representations and means in connection with the collection or attempted collection of a debt using the collection methods at **Exhibit 1-2** above that are material to due process and the response of the consumer who is being sued under MCL 600.2145 with false documentation and attorney signatures that, but for the material misrepresentations, the Consumer would have a less burdensome or better defense to the lawsuit including the Affirmative Defense of "lack of ownership" "no assignment or sale of the debt" and other defenses the consumer believes she does not have because of the false documents used by Defendants; and
- b. Defendants collected on the debt and violated 15 U.S.C. 1692f by designing and furnishing the "False Affidavits" at **Exhibit 1- 2** knowing that such a format would be used to create the false belief in the class member and Michigan Courts that a lawsuit was supported by

- a legally notarized Affidavit when in fact, such is not the case as stated above; and
- c. Defendants collected on the debt and violated 15 U.S.C. 1692f (1) with no proof, chain of title or transfer, authorization or card holder agreement to collect any amount, interest, fee or any charges on the “False Affidavits” and “Weber/Cavalry Lawsuits” at **Exhibit 1-2**; and
  - d. The Defendants violated 15 U.S.C. §1692e(2)(A) in falsely representing that a collection lawsuit is falsely supported by the “False Affidavit” as stated above; and
  - e. The Defendants Cavalry and CPS violated 15 U.S.C. §1692e(9) and 15 U.S.C. 1692e(13), by creating and verifying false Affidavits to have the Michigan consumer believe that the Affidavits are legal process or certified by a Court by naming Plaintiffs and Defendants that did not exist at the time the parties were named along with information in a lawsuit and affidavit to create the false belief that the documents were properly notarized and/or authorized by attorneys following the Michigan Court Rules to fool Michigan Consumers into believing Defendants were authorized to sue them and they owned the debt that was the basis of the lawsuit and Affidavit as stated above at **Exhibits 1 and 2**; and
  - f. Defendant collected on the debt and violated 15 U.S.C. 1692d by designing and furnishing “False Affidavits” at **Exhibit 1 and 2** and lawsuits (collection attempts) to abuse and harass Michigan Consumers into paying a debt to Defendants based on that false proof in violation of the Michigan Court Rules in pleadings under MCR 2.113 and MCR 2.114; and
  - g. Defendant Weber violated 15 U.S.C. 1692e, 15 U.S.C. 1692e(10) and 15 U.S.C. 1692e (3) by approving and verifying false collection lawsuits and false affidavits where there is no meaningful involvement by the attorney other than signing something she has not read. Please see examples of the lawsuits at **Exhibit 1, 2 and 4** where the attorneys are relying on false notaries and signing pleadings in violation of MCR 2.113 and MCR 2.114.



**Wherefore**, Plaintiff seeks judgment against Defendants for:

- a. Statutory and Actual damages for Plaintiff pursuant to 15 U.S.C. 1692k(a)(2)(A) and (B);  
and
- b. Statutory damages for the members of the FDCPA Class, *pro rata*, in the amount of the lesser of \$500,000.00 or one percent centum of the net worth of Defendants pursuant to 15 U.S.C. 1692k(a)(2)(B); and
- c. Costs and reasonable attorney's fees pursuant to 15 U.S.C. 1692k(a)(3); and
- d. Actual Damages in the form of the required elevated responses, stress and out of pocket costs of having to respond to a false debt collection lawsuit under MCL 600.2145 (**Exhibit 1 and 2**); and
- e. Such further relief as the court deems just and proper.

**Class 2- RCPA CLASS ALLEGATIONS FOR ACTUAL DAMAGES AND INJUNCTIVE  
RELIEF**

71.

Defendants have violated the RCPA. Defendants' violations of the RCPA include, but are not necessarily limited to, the following:

- a. Defendants violated MCLA 445.252(n) by using a harassing, oppressive, or abusive method to collect a debt, using **Exhibit 1-2** as mentioned above;
- b. Defendants violated MCLA 445.252(e) Making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt or concealing or not revealing the purpose of a communication when it is made in connection with collecting a debt at (**Exhibit 1-2**); and
- c. Defendants violated MCLA 445.252(f) Misrepresenting in a communication with a debtor 1 or more of the following:

- (i) The legal status of a legal action being taken or threatened.
  - (ii) The legal rights of the creditor or debtor at (**Exhibit 1-2**);
- d. Defendants violated MCLA 445.252(q) by failing to implement a procedure designed to prevent a violation by an employee by continuing to seek unauthorized advances not authorized under the mortgage contract of Michigan Consumers for six years through forms at **Exhibit 1-2**; and
- e. Defendants violated MCLA 445.252(b) by creating documents designed to simulate the appearance of judicial process or appearance at **Exhibit 1-2**.
- f. Defendants violated MCLA 445.252(a) by communicating with debtors in a deceptive manner at **Exhibit 1-2**

**Wherefore**, Plaintiff seeks judgment against Defendants for:

- a. Statutory damages for Plaintiff in the amount of \$50.00, trebled to \$150.00 for a willful violation, pursuant to M.C.L. 445.257(2);
- b. Equitable, declaratory and injunctive relief pursuant to M.C.L. 445.257(1), including but not limited to, a declaration that defendant's debt collection practices violated the RCPA, as well as an injunction, enjoining Defendant from using **Exhibit 1-2** which violates Michigan law; and
- c. Reasonable attorney's fees and court cost pursuant to M.C.L. 445.257(2) with judicial sanction.
- d. Actual Damages in the form of the required elevated responses, stress and out of pocket costs of having to respond to a false debt collection lawsuit under MCL 600.2145 (**Exhibit 1-2**);

## **XI. JURY TRIAL DEMAND**

Plaintiff demands a Trial by Jury on all issues.

Respectfully submitted,

February 19, 2017

s/Brian P. Parker

BRIAN P. PARKER (P48617)  
Attorney for Plaintiff

/s/ Nicholas A. Reyna

NICHOLAS A. REYNA (P68328)  
Co-Attorney for Plaintiff

# EXHIBIT #1

Approved - SCAO

Original - Court  
1st copy - Defendant

2nd copy - Plaintiff  
3rd copy - Return

<b>STATE OF MICHIGAN</b> JUDICIAL DISTRICT <b>50th District Court</b> JUDICIAL CIRCUIT COUNTY PROBATE	<b>SUMMONS AND COMPLAINT</b>	<b>CASE NO.</b>  GC 111076
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Court address: 70 N Saginaw St, Pontiac MI 48342  
 Court telephone no.: 248/758-3800

Plaintiff's name(s), address(es), and telephone no(s).  
 Cavalry SPV I, LLC, as assignee of  
 HSBC Bank Neva  
 da, N.A./Capital One Bank USA, N.A.  
 c/o Weber & Olcese, P.L.C.  
 Our File No. 16-20343 # 6024

v

Defendant's name(s), address(es), and telephone no(s).  
 WALTER L PARTRIDGE  
 161 ILLINOIS AVE  
 PONTIAC MI 48341

Plaintiff's attorney, bar no., address, and telephone no.  
 WEBER & OLCESE P.L.C  
 Michael J. Olcese (P46247)  
 Geoffrey S Werber P67124  
 3250 W Big Beaver Rd Ste 124  
 Troy MI 48084  
 800/594-5809

**SUMMONS NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

- You are being sued.
- YOU HAVE 21 DAYS** after receiving this summons to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
- If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued	This summons expires	Court clerk
--------	----------------------	-------------

\*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

**COMPLAINT** Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.

**Family Division Cases**

There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

**General Civil Cases**

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

**VENUE**

Plaintiff(s) residence (include city, township, or village) Valhalla, NY 10595-1340	Defendant(s) residence (include city, township, or village) PONTIAC MI 48341
Place where action arose or business conducted PONTIAC MI 48341	

Date: December 7, 2016

Signature of attorney/plaintiff: Geoffrey S Werber P67124, Sazan Bardha P65425

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

16-20343 #6024

**STATE OF MICHIGAN**

**IN THE 50TH DISTRICT COURT**

**Cavalry SPV I, LLC, as assignee of HSBC Bank Nevada, N.A./Capital One Bank**

**Plaintiff,**

**vs.**

**WALTER L PARTRIDGE**

**Case No.**

**Hon.**

**Defendant.**

---

**WEBER & OLCESE, P.L.C.**  
**Geoffrey S Werber (P67124)**  
**Sazan Bardha (P65425)**  
**Attorneys for Plaintiff**  
**3250 West Big Beaver Road**  
**Suite 124**  
**Troy, Michigan 48084**  
**800/594-5809**

---

**COMPLAINT**

**NOW COMES Plaintiff, Cavalry SPV I, LLC, as assignee of HSBC Bank Nevada, N.A./Capital One Bank("Plaintiff"), by and through its attorneys, Weber & Olcese, P.L.C., and for its Complaint against Defendant(s), WALTER L PARTRIDGE ("Defendant"), states as follows:**

**JURISDICTION**

- 1. That Plaintiff's attorneys are debt collectors attempting to collect a debt and any information obtained will be used for that purpose.**
- 2. That pursuant to MCR 2.113(C)(2), there is no other pending or resolved civil action arising out of the transactions or occurrences alleged in this Complaint.**
- 3. That Plaintiff is doing business in the City of Valhalla, NY 10595-1340.**
- 4. That upon information and belief, Defendant is domiciled in the City of PONTIAC MI 48341.**
- 5. That the amount in controversy is \$925.05.**

**COUNT I**

**ACCOUNT STATED**

6. That Plaintiff incorporates by reference Paragraphs 1 through 5.
7. That Plaintiff, through its assignor, and Defendant have consented to a sum as the credit balance due from one another on the account.
8. That Defendant has received periodic billing statements from Plaintiff's assignor to which Defendant has made payment(s) towards and/or not objected to.
9. That Defendant's payments and/or failure to successfully question the state of the account within a reasonable amount of time constitutes an admission of correctness.
10. That Defendant has been given all set-offs, credits and/or allowances on the account and is indebted to Plaintiff in the amount of \$925.05(see attached Exhibits).
11. That a statement of the account and an affidavit verifying the account are attached to this Complaint and incorporated by reference (see attached Exhibits).

WHEREFORE, Plaintiff prays that Judgment be entered in its favor and against Defendant in the amount of \$925.05.

Respectfully submitted,

WEBER & OLCESE, P.L.C.

By.   
Geoffrey S Werber (P67124)  
Sazan Bardha (P65425)

Attorneys for Plaintiff  
3250 West Big Beaver Road  
Suite 124  
Troy, Michigan 48084  
800/594-5809

Dated: December 7, 2016

**ASSIGNMENT AND BILL OF SALE**

**11/13/2012**

Reference is made to that certain Purchase and Bill of Sale Agreement as of 03/28/2012 ("Agreement") for the sale of Accounts and Account Documents described therein to Cavalry SPV I, L.L.C. (hereinafter called "Purchaser"), upon the terms and conditions set forth in said Agreement.

WHEREAS, HSBC Bank Nevada N.A., HSBC Receivables Acquisition Company I, HSBC Receivables Acquisition Corporation (USA) III and HSBC Receivables Acquisition Corporation (USA) IV (collectively, "HSBC") sold the Accounts described in Schedule 1 attached hereto to Capital One, National Association ("Seller") in connection with the transactions contemplated under that certain Purchase and Assignment Agreement among HSBC Finance Corporation, HSBC USA Inc., HSBC Technology and Services (USA) Inc. and Capital One Financial Corporation, dated August 19, 2011, as amended from time to time.

NOW THEREFORE, for good and valuable consideration, Seller hereby sells, assigns, and transfers to Purchaser, its successors and assigns, all of Seller's rights, title, and interest in each and every one of the Accounts described in the Agreement and in Schedule 1 attached hereto, as of the date first written above.

Purchaser and Seller agree that the Purchase Price shall be as stated in Section 2 of the Agreement.

Purchaser acknowledges and agrees that (i) Seller did not originate any of the Accounts and, prior to May 1, 2012, did not service any of the Accounts, and (ii) Seller's internal policies and procedures for servicing accounts including, but not limited to, charge-off, credit bureau reporting, fraud, and billing disputes policies may be different than the charge-off policies and procedures of HSBC.

This Assignment and Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

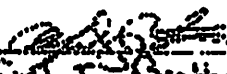


IN WITNESS WHEREOF, the parties have signed and delivered this instrument on  
11/03/2017.

Cayuga One National Association

Signed By:   
By: John H Meyer  
Title: Vice President

Cavalry SPV I LLC

Signed By:   
By: Arthur J. Grottel  
Title: CEO

Schedule I to Bill of Sale

ACCOUNT SUMMARY

Capital One, National Association

Pursuant to the Bill of Sale in which this Schedule I is attached, there are ~~Accounts~~ Accounts and associated Receivables being transferred by Seller to Purchaser with an aggregate unpaid principal balance of ~~\$6,317,500.00~~. These Accounts and unpaid balances are individually listed on the HCS2 CAVI\_1012.PK's sale file delivered by Seller to purchaser on 11/13/2012.

**ASSIGNMENT AND BILL OF SALE**

11/13/2012

Reference is made to that certain Purchase and Sale Agreement as of 03/28/2012 ("Agreement") for the sale of Accounts and Account Documents described therein to Cavalry SPV I, L.L.C., hereinafter called "Purchaser", upon the terms and conditions set forth in that Agreement.

WHEREAS, HSBC Bank Nevada, N.A., HSBC Receivables Acquisition Company I, HSBC Receivables Acquisition Corporation (L.S.A.) III, and HSBC Receivables Acquisition Corporation (L.S.A.) IV (collectively, "HSBC") sold the Accounts described in Schedule I attached hereto to Capital One Bank (USA), National Association ("Seller") in connection with the transactions contemplated under that certain Purchase and Assumption Agreement among HSBC Finance Corporation, HSBC USA Inc., HSBC Technology and Services (USA) Inc. and Capital One Financial Corporation, dated August 10, 2011, as amended from time to time.

NOW THEREFORE, for good and valuable consideration, Seller hereby sells, assigns, and transfers to Purchaser, its successors and assigns, all of Seller's rights, title, and interest in each and every one of the Accounts described in the Agreement and in Schedule I attached hereto, as of the date first written above.


Purchaser and Seller agree that the Purchase Price shall be as stated in Section 3 of the Agreement.

Purchaser acknowledges and agrees that (i) Seller did not originate any of the Accounts and, prior to May 1, 2012, did not service any of the Accounts, and (ii) Seller's internal policies and procedures for servicing accounts including, but not limited to, charge-off, credit bureau reporting, fraud, and billing dispute policies may be different than the charge-off policies and procedures of HSBC.


This Assignment and Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

IN WITNESS WHEREOF, the parties have signed and delivered this instrument  
on 12/13/2012.

Capital One Bank (U.S.), National  
Association

Signed By:   
By: John H. Munter  
Title: Vice President

Cavalry SPV I, LLC

Signed By:   
By: Alvin J. Roberts  
Title: CEO

RESTRICTED

**Schedule 1 to Bill of Sale**

**ACCOUNT SUMMARY**

**Capital One Bank (USA), National Association**

Pursuant to the Bill of Sale to which this Schedule 1 is attached, there are ~~1,000,000~~ Accounts and associated Receivables being transferred by Seller to Purchaser with an aggregate unpaid principal balance of ~~\$6,000,000~~. These Accounts and unpaid balances are individually listed on the HCS2\_CAV\_1012.PRN sale file delivered by Seller to Purchaser on 11/13/2012.

88WNNHTS  
#155032999816  
WALTER L PARTIDGE  
161 ILLINOIS AVE  
PONTIAC MI 48341-1918

H8BC CARD SERVICES  
PO BOX 5222  
CAROL STREAM IL 60197-5222

Account Number:                      9851  
New Balance \$925.05  
Minimum Payment Due \$200.00  
Payment Due Date 11/14/2012

Includes account number on check to H8BC Card Services. Do not send cash. Please send your payment 7 to 10 days prior to the payment due date to ensure timely delivery.

110 ENCLOSED AMOUNT

Check and return below portion with your payment. 112254 4 19 000000500 STRIPS O M 4257 HD91 See reverse side for important information

Transaction	Trans Date	Description of Fees	Reference Number	Amount
<b>Fees</b>				
		Total Fees For This Period		\$0.00
<b>Interest Charged</b>				
		Description of Interest Charge		Amount
		INTEREST CHARGE ON CASH ADVANCES		\$2.43
		INTEREST CHARGE ON PURCHASES		\$0.00
		INTEREST CHARGE ON BALANCE TRANSFERS		\$0.00
		Total Interest For This Period		\$2.43

**Important Information**

The H8KAXON DESIGN (AND VARIATIONS), H8BC, THE WORLD'S LOCAL BANK, HOUSEHOLD (AND DESIGN) and HOUSEHOLD BANKS are registered trademarks of H8BC Finance Corporation and are used by Capital One by permission. Capital One is the issuer of this account.

Your account has been placed with a collection agency. Please contact them directly, or call us at 1-800-388-5333. As a reminder, you may pay your credit card bill online or through our automated phone system for no fee.

Your account is over the credit limit. Please pay your total due of \$200.05, which includes any additional over the credit limit amount and your Minimum Payment Due, minus any Post Due amount.

**Questions?** 24-Hour Automated Account Information: 1-800-477-1024  
Expert: 1-800-393-4834  
Lost or Stolen Card: 1-800-568-7817  
Outside USA Contact: 1-800-245-4280  
TDD/Hearing Impaired: 1-800-655-8392

Payment Address: H8BC Card Services, PO Box 5222, Carol Stream, IL 60197-5222  
Billing Inquiries: H8BC Card Services, PO Box 50084, Secas, CA 95912-0084  
Manage Your account online at [www.householdbank.com](http://www.householdbank.com)

**Payment Information**

New Balance \$925.05  
Minimum Payment Due \$200.00  
Payment Due Date November 14, 2012

**Payment Information**

Minimum Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a fee of up to \$35.00 and your APRs may be increased to the Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment	Only the minimum	3 Years	Payoff
You will pay off the balance shown on the statement in about...	3 Years	\$1,200	Payoff

If you make no additional charges using this card and the estimate in of... and you will end up paying an estimated total of...

If you would like information about credit counseling services call 1-888-639-2227.

**Summary of Account Activity**

Previous Balance	\$324.82
Payments	\$0.00
Other Credits	\$0.00
Purchases/Debits	\$0.00
Balance Transfer	\$0.00
Cash Advances	\$0.00
Post Due Amount	\$175.00
Fees Charged	\$0.00
Interest Charged	\$2.43
New Balance	\$925.05
Credit Limit	\$750.00
Cash Available	\$0.00
Cash Advance Limit	\$750.00
Cash Advance Available	\$0.00
Statement Closing Date	October 19, 2012
Days in Billing Cycle	30
†Cash Advance Limit is a portion of Total Credit Limit.	



**HOUSEHOLD BANK PLATINUM MASTERCARD**  
**WALTER L PARTRIDGE**



Household Bank Platinum MasterCard Account  
 Account Number **16551**  
 From September 19, 2012 to October 19, 2012

Page 2 of 2

2012 Totals Year to Date	
Total fees charged in 2012	\$201.20
Total interest charged in 2012	\$12.75

**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES 00001	0.00%	\$0.00	\$0.00
CASH ADVANCES 80001	20.90% (v)	\$25.34	\$0.43
BALANCE TRANSFER 71111	19.99% (v)	\$0.00	\$0.00

v=Variable Rate

**Customer News**

Enjoy the simplicity and convenience of managing your account online. Enroll in paperless statements and manage your account at [householdbank.com/register](http://householdbank.com/register)

**HOUSEHOLD BANK PLATINUM MASTERCARD**  
**WALTER L PARTRIDGE - Valued Cardmember Since 2011**



Household Bank Platinum MasterCard Account  
 Account Number: 16661  
 From February 17, 2012 to March 20, 2012

Page 1 of 2

Summary of Account Activity	
Previous Balance	\$735.78
Payments	\$200.00
Other Credits	\$0.00
Purchases/Debits	\$158.65
Balance Transfers	\$0.00
Cash Advances	\$0.00
Past Due Amount	\$0.00
Fees Charged	\$8.99
Interest Charged	\$2.41
<b>New Balance</b>	<b>\$703.75</b>
Credit Limit	\$750.00
Credit Available	\$48.25
Cash Limit†	\$750.00
Cash Available	\$48.25
Statement Closing Date	March 20, 2012
Days in Billing Cycle	32
†Cash Limit is a portion of Total Credit Limit.	

Payment Information		
New Balance	\$703.75	
Minimum Payment Due	\$25.00	
Payment Due Date	April 14, 2012	
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APRs may be increased to the Penalty APR of 29.99%.		
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:		
If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum Payment	3 Years	\$824
If you would like information about credit counseling services call 1-888-688-2227.		

**Questions?**  
 24-Hour Automated Account Information 1-800-477-1024  
 Español 1-800-293-4334  
 Lost or Stolen Card 1-800-366-7917  
 Outside USA Collect 1-800-245-8280  
 TDD/Hearing Impaired 1-800-655-8382

Payment Address: HSBC Card Services, PO Box 4155, Carol Stream, IL 60197-4155  
 Billing Inquiries: HSBC Card Services, PO Box 60034, San Jose, CA 95112-0034  
 Manage Your account online at [www.householdbank.com](http://www.householdbank.com)

**Important Information:**  
 As a reminder, you may pay your credit card bill online or through our automated phone system for no fee.

Transactions					
Payments/Refunds/Credits					
Trans Date	Post Date	Description of Transaction or Credit	Reference Number	Amount	
03/03/12	03/03/12	DEBIT CARD PAYMENT- THANK YOU	6515597208337601T398BW7	-\$100.00	
03/14/12	03/14/12	DEBIT CARD PAYMENT- THANK YOU	6515597207437DR8SWNGJ76	-\$100.00	
Total Payment For This Period				-\$200.00	
Purchases/Debits					
Trans Date	Post Date	Description of Transaction or Credit	Purchase Type	Reference Number	Amount
02/28/12	02/29/12	NKF ONE INC QPS CANTON MI		MT120600112000010047000	\$82.71
03/08/12	03/07/12	LITTLE CAESARS 1004 00 PONTIAC MI		MT120670121000010084827	\$10.60
03/07/12	03/06/12	SUNOCO 0789150700 PONTIAC MI		MT120600114000010028203	\$25.00
03/11/12	03/12/12	MARATHON PETRO-105892 SOUTHFIELD MI		MT120720114000010116941	\$60.34
Total Purchases For This Period				\$158.65	
Fees					
Trans Date	Post Date	Description of Fee	Reference Number	Amount	
03/20/12	03/20/12	PERS ACCT PROT - ELITE 600-688-3534	10000005030320898772730	\$8.99	
Total Fees for This Period				\$8.99	

Detach and return bottom portion with your payment. 110254 4 19 0000000000 STATE ID # 47061 9281 See reverse side for important information

Account Number:                      9651  
 New Balance **\$703.75**  
 Minimum Payment Due **\$25.00**  
 Payment Due Date **04/14/2012**

Include account number on check to HSBC Card Services. Do not send cash. Please send your payment 7 to 10 days prior to the payment due date to ensure timely delivery.

110 AMOUNT ENCLOSED

#8WNYT8  
 #455092896619  
 WALTER L PARTRIDGE  
 161 ILLINOIS AVE  
 PONTIAC MI 48341 -1915

HSBC CARD SERVICES  
 PO BOX 4155  
 CAROL STREAM IL 60197-4155





Interest Charged	
Description of Interest Charge	Amount
INTEREST CHARGE ON CASH ADVANCES	\$2.41
INTEREST CHARGE ON PURCHASES	\$0.00
INTEREST CHARGE ON BALANCE TRANSFERS	\$0.00
<b>Total Interest For This Period</b>	<b>\$2.41</b>

2012 Totals Year to Date	
Total fees charged in 2012	\$71.55
Total interest charged in 2012	\$9.87

**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES 00001	0.00%	\$0.00	\$0.00
CASH ADVANCES 60001	20.99% (v)	\$131.58	\$2.41
BALANCE TRANSFER 71111	18.99% (v)	\$0.00	\$0.00

v = Variable Rate

**Customer News**

Manage your account anytime! Enroll in paperless statements & pay your bills online. Secure registration at [householdbank.com/register](http://householdbank.com/register).

16-20343

**AFFIDAVIT OF CLAIM**

STATE OF NEW YORK )  
 ) SS  
COUNTY OF WESTCHESTER )

**RE: Cavalry SPV I, LLC, as assignee of HSBC Bank Nevada, N.A./Capital One Bank USA, N.A.**

**vs.  
WALTER L PARTRIDGE**

I, Madaline Wood, being duly sworn on oath, depose and say:

1. I am employed by Cavalry Portfolio Services, LLC ("CPS"). CPS performs collection services for Cavalry SPV I, LLC ("Plaintiff"). I am an authorized agent for Plaintiff and am a competent person more than eighteen years of age. I am authorized to make this affidavit for Plaintiff.
2. I am familiar with the manner and method by which CPS and Plaintiff create and maintain business records pertaining to the Account as defined below.
3. In the normal course of business, CPS and Plaintiff maintain computerized account records and documents for account holders. CPS and Plaintiff maintain such records in the ordinary and routine course of business and it is their regular business practice to accurately record any business act, condition or event onto the computer record maintained for the accounts, with the entries made at or very near the time of any such occurrence.
4. I have access to and have reviewed the applicable records of CPS and Plaintiff as they relate to the Account, and I make this Affidavit based upon information from that review. Information contained in those records reflects the following:
  - a. That the Account was purchased by Cavalry SPV I, LLC on or about 11/16/2012 from Capital One Bank (USA), N.A.. Prior to Cavalry SPV I, LLC's ownership of the account, the creditor was HSBC Bank Nevada, N.A./Capital One Bank USA, N.A..
  - b. That the Defendant, WALTER L PARTRIDGE, the account holder(s), opened an account on 12/07/2011, which account was charged off on 10/31/2012 (the "Account").
  - c. That as of 07/21/2016, the records of CPS and Plaintiff show that the defendant owed a balance of \$925.05.
  - d. That the Defendant is not an infant or incompetent.
5. Based on a review of the Department of Defense database, the Defendant is not an active member of the United States Armed Forces.
6. I certify under oath that to the best of my knowledge the above statements are true and correct.

Subscribed and sworn to before me on 09/06/2016

  
Legal Administrator

  
Notary Public, State of New York

MC-WEBER AND OLCESE PC  
18185200

**Dawn M Fanning**  
Notary Public - State of New York  
No. 01FA6091579  
Qualified in Westchester County  
Commission Expires April 28, 2019

# EXHIBIT #2

Approved, SCAO

Original - Court  
1st copy - Defendant

2nd copy - Plaintiff  
3rd copy - Return

STATE OF MICHIGAN 54A District JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE	<b>SUMMONS AND COMPLAINT</b>	CASE NO. <b>FRANK J. DELUCA</b> 17-001076CB
---	------------------------------	---

Court address 124 W Michigan Ave, Lansing MI 48933	Court telephone no. 517/483-4433
---	-------------------------------------

Plaintiff's name(s), address(es), and telephone no(s).  
**Cavalry SPV I, LLC, as assignee of Citibank, N.A.**  
  
 c/o Weber & Olcese, P.L.C.  
 Our File No. 16-28862 # 6024

Defendant's name(s), address(es), and telephone no(s).  
**DEREK RYNBERG**  
 924 N CAPITOL AVE UNIT 3  
 LANSING MI 48906-5116

Plaintiff's attorney, bar no., address, and telephone no.  
**WEBER & OLCESE P.L.C**  
 Michael J. Olcese (P46247)  
 Geoffrey S Werber P67124  
 3250 W Big Beaver Rd Ste 124  
 Troy MI 48084  
 800/594-5809

(12)

2017 JAN 11 P 2:09  
54A DISTRICT COURT  
LANSING, MI

**SUMMONS** NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued 1/13/17	This summons expires 2/14/17	Court clerk <i>[Signature]</i>
-------------------	---------------------------------	-----------------------------------

\*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

**COMPLAINT** Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8036.

**Family Division Cases**

There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

**General Civil Cases**

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in: \_\_\_\_\_ Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

**VENUE**

Plaintiff(s) residence (include city, township, or village) <b>Valhalla, NY 10595-1340</b>	Defendant(s) residence (include city, township, or village) <b>LANSING MI 48906-5116</b>
Place where action arose or business conducted <b>LANSING MI 48906-5116</b>	

Date **January 3, 2017**

Signature of attorney/plaintiff **Geoffrey S Werber P67124**  
 Sarah Bardha P63425

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

16-28862 #6024

STATE OF MICHIGAN

IN THE 54A DISTRICT COURT

Cavalry SPV I, LLC, as assignee of Citibank, N.A.

Plaintiff,

vs.

Case No.

DEREK RYNBERG

Hon.

Defendant.

54-A DISTRICT COURT  
LANSING, MI  
2017 JAN 11 P 2:09

WEBER & OLCESE, P.L.C.  
Geoffrey S Werber (P67124)  
Sazan Bardha (P65425)  
Attorneys for Plaintiff  
3250 West Big Beaver Road  
Suite 124  
Troy, Michigan 48064  
800/594-5809

COMPLAINT

NOW COMES Plaintiff, Cavalry SPV I, LLC, as assignee of Citibank, N.A. ("Plaintiff"), by and through its attorneys, Weber & Olcese, P.L.C., and for its Complaint against Defendant(s), DEREK RYNBERG ("Defendant"), states as follows:

JURISDICTION

1. That Plaintiff's attorneys are debt collectors attempting to collect a debt and any information obtained will be used for that purpose.
2. That pursuant to MCR 2.113(C)(2), there is no other pending or resolved civil action arising out of the transactions or occurrences alleged in this Complaint.
3. That Plaintiff is doing business in the City of Valhalla, NY 10595-1340.
4. That upon information and belief, Defendant is domiciled in the City of LANSING MI 48906-5116.
5. That the amount in controversy is \$4,660.79.


COUNT I

**ACCOUNT STATED**

- 6. That Plaintiff incorporates by reference Paragraphs 1 through 5.
- 7. That Plaintiff, through its assignor, and Defendant have consented to a sum as the credit balance due from one another on the account.
- 8. That Defendant has received periodic billing statements from Plaintiff's assignor to which Defendant has made payment(s) towards and/or not objected to.
- 9. That Defendant's payments and/or failure to successfully question the state of the account within a reasonable amount of time constitutes an admission of correctness.
- 10. That Defendant has been given all set-offs, credits and/or allowances on the account and is indebted to Plaintiff in the amount of \$4,650.79(see attached Exhibits).
- 11. That a statement of the account and an affidavit verifying the account are attached to this Complaint and incorporated by reference (see attached Exhibits).

**WHEREFORE, Plaintiff prays that Judgment be entered in its favor and against Defendant in the amount of \$4,650.79.**

Respectfully submitted,  
WEBER & OLCESE, P.L.C.

By:   
 Geoffrey S Werber (P67124)  
 Sazan Bardha (P65425)  
 Attorneys for Plaintiff  
 3250 West Big Beaver Road  
 Suite 124  
 Troy, Michigan 48064  
 800/594-5809

**Dated: January 3, 2017**

Contract ID: CV1MU1AB032916  
Document ID: 032316CV1MUT1BB1  
Document ID: 032416CV1MU1XBB1

**BILL OF SALE AND ASSIGNMENT**

**THIS BILL OF SALE AND ASSIGNMENT** dated March 31, 2016, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") to Cavalry SPV I, LLC, organized under the laws of the Delaware, with its headquarters/principal place of business at Delaware ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated March 29, 2016, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts described in Exhibit 1 and the final electronic file.

**Citibank, N.A.**

By:   
(Signature)

Name: Terri E. Bergman, SVP  
GEID: 000091524  
Citibank N.A.  
11200 NW Ambassador Blvd, Ste. 400  
Kansas City, MO 64183  
terri.bergman@cit.com  
916-609-8803

Title: \_\_\_\_\_



www.citibank.com  
 Account Member Member Since 2010  
 DEREK RYNBERG  
 Account Number \*\*\*\* \* 0269

How To Reach Us 1-800-950-3114  
 Customer Service  
 BOX 6160  
 STOUR FALLS, SD 57117

**Chip Dividend Account**

Account Activity  
 Dec 21-Jan 18, 2012

Minimum Payment Due: **New Balance:**  
**\$49.44**  
 Payment Due Date:  
**02/15/2012**

**Let's Payment Summary:** If we do not receive your minimum payment by the due date, your credit score will be affected. In addition, you may be charged up to the variable penalty APR of 29.99%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charge, you will pay off your balance in 2 months. If you charge \$50 each month and pay the minimum, you will pay off your balance in 2 months.

For information about credit counseling services, call 1-877-333-4337.

Summary of Account Activity

Previous Balance	\$4,165.47
Payments	\$4,165.47
Gift Credits	\$0.00
Purchases	\$0.00
Cash Advances	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$0.00
Post Due Amount	\$0.00
Am. Over Credit Limit	\$0.00
Credit Limit	\$4,500
Available Credit	\$4,500
Cash Advance Limit	\$1,300
Available Cash Limit	\$1,300
Statement Closing Date	01/18/2012
Days in Billing Cycle	29

Dividend Dollars  
 Total Dividend Dollars Available: **2.71**  
 Full Details can be found in the Dividend Dollars Summary section of this statement.

Payments, Credits and Adjustments

Post	Description	Amount
01/15	PAYMENT THANK YOU	-4,165.47

Fees

Post	Description	Amount
01/18	Credit Protection 1-877-242-9987	0.00
	PROTECTION FOR YOUR ACCOUNT	0.44
	TOTAL FEES FOR THIS PERIOD	0.44

Interest Charged

Post	Description	Amount
01/18	INTEREST CHARGED TO STANDARD ADV	1.82
01/18	INTEREST CHARGED TO STANDARD PURCH	47.62
	TOTAL INTEREST FOR THIS PERIOD	49.44

2012 Totals Year-to-Date	
Total fees charged in 2012	\$0.44
Total interest charged in 2012	\$49.44

0268 0004944 0004988 0436500 1302

New Balance: **\$49.88**  
 Minimum Payment Due: **\$49.44**  
 Payment Due Date: **02/15/2012**

Print charges of address, please number w each item.  
 ... \*\*\*\* \* 0269  
 Amount Enclosed:

000000 VI 00 A 0  
 DEREK RYNBERG  
 420 GLEN OAKS DR  
 APT 2D  
 MUSKEGON MI 49442-2374

CITI CARDS  
 PO BOX 76045  
 Phoenix, AZ 85062-0045





**MEMBERSHIP**  
 Account Member Member Since 2010  
 DEREK RYNSBERG  
 Account Number 0000 0000 0000 0000

**How To Reach Us**  
 1-800-645-6444  
 Customer Service  
 BOX 0900  
 SPOKANE, SD 5710

**Citi® Dividend Account**

**Account Activity**  
 Jun 20-Jul 18, 2012

**Minimum Payment Due** New Balance  
**\$4,713.96**

**Payment Due Date**  
**08/15/2012**

**Let's Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APR may be increased up to the variable penalty APR of 25.99%.

**Minimum Payment Warning:** You make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make an estimated charge balance shown on using this card and this statement in full each month you pay, only the minimum payment

1 month(s) \$4714

**For information about credit counseling services, call 1-877-333-6363.**

**Summary of Account Activity**

Previous Balance	\$4,650.79
Payments	-50.00
Other Credits	-50.00
Purchases	+90.00
Cash Advances	+50.00
Fees Charged	+50.00
Interest Charged	+50.00
New Balance	\$4,713.96

**Post Due Amount**

Post Due Amount	\$125.96
Am. Over Credit Limit	\$75.96
Credit Limit	\$4,000
Available Credit	\$0
Cash Advance Limit	\$1,200
Available Cash Limit	\$0
Statement Closing Date	07/18/2012
Days in Billing Cycle	29

**FEES**

Sub	Post	Description	Amount
<b>TOTAL FEES FOR THIS PERIOD</b>			<b>0.00</b>

**Interest Charged**

Post	Description	Amount
07/18	INTEREST CHARGED TO STANDARD PURCH	50.00
<b>TOTAL INTEREST FOR THIS PERIOD</b>		<b>50.00</b>

**2012 Totals Year-to-Date**

Total fees charged in 2012	\$120.44
Total interest charged in 2012	\$428.05

**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account		
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate
Standard Purch	15.990% (V)	\$4,679.39 (D)
ADVANCES	25.990% (V)	\$0.00 (D)
Standard Adv		\$0.00
		<b>\$0.00</b>

**Minimum Payment Due** (includes past due amounts). Your account may be with a collection vendor and when you call our number, you may be referred to the vendor. Please call the toll-free number shown above Monday-Thursday 8am to 6 pm or Friday 8 am to 5 pm, Central time. 1-800-645-6444

Citi and Citi with Arc Design are registered service marks of Citigroup Inc.

Date paid \_\_\_\_\_ amount paid \_\_\_\_\_ check # \_\_\_\_\_ Debit card follow payment instructions on reverse

Make check payable to **Citi Cards**

00000 VI 34 A 0 00268 0471396 0471396 0416500 1316

**New Balance:** \$4,713.96  
**Minimum Payment Due:** \$4,713.96  
**Payment Due Date:** 08/15/2012

Print change of address, phone number or email below: **new 0000 0000 0000**  
 Amount Enclosed

00000 VI 34 A 0  
 DEREK RYNSBERG  
 430 GLEN OAKS DR APT 2D  
 MUSKOGEE MI 49442-2374

**CITI CARDS**  
 PO BOX 78945  
 Phoenix, AZ 85062-8045

\* If you provide incorrect address, we may not be contact you about your account. We may stop this card without notice. If you see this notice, please contact us immediately.



Access your account online  
 www.citibank.com  
 Account Number ends with 0368

How to Reach Us  
 1-800-950-5114  
 Customer Service  
 BOX 6500  
 SPOUX FALLS, SD 5717

**CNY Dividend Account**



Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the actual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
STANDARD PURCHASES	15.990% (V)	\$1,527.35 (D)	\$47.62
ADVANCES			
STANDARD ASP	25.240% (V)	\$90.57 (D)	\$1.02

Dividend Dollars Summary									
Previous Statement		Current Statement		Special Category		Member Bonus		Card Member	
Dividend Dollars	Dividend Dollars	Dividend Dollars	Dividend Dollars	Dividend Dollars	Dividend Dollars	Dividend Dollars	Dividend Dollars	Dividend Dollars	Dividend Dollars
Total	2.37	Total	0.00	Total	0.00	Total	0.00	Total	0.00
Dividend Earned	0.00	Dividend Earned	0.00	Dividend Earned	0.00	Dividend Earned	0.00	Dividend Earned	0.00
Dividend Adjusted	0.34	Dividend Adjusted	0.00	Dividend Adjusted	0.00	Dividend Adjusted	0.00	Dividend Adjusted	0.00
Dividend Available	0.00	Dividend Available	0.00	Dividend Available	0.00	Dividend Available	0.00	Dividend Available	0.00

Bonus Cash Back may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

16-28862

AFFIDAVIT OF CLAIM

STATE OF NEW YORK )  
 ) SS  
COUNTY OF WESTCHESTER )  
RE: Cavalry SPV I, LLC, as assignee of Citibank, N.A.

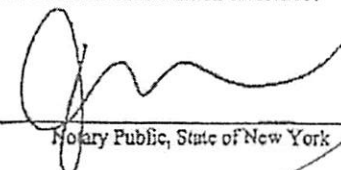
vs.  
DEREK RYNBERG

I, Madaline Wood, being duly sworn on oath, depose and say:

1. I am employed by Cavalry Portfolio Services, LLC ("CPS"). CPS performs collection services for Cavalry SPV I, LLC ("Plaintiff"). I am an authorized agent for Plaintiff and am a competent person more than eighteen years of age. I am authorized to make this affidavit for Plaintiff.
2. I am familiar with the manner and method by which CPS and Plaintiff create and maintain business records pertaining to the Account as defined below.
3. In the normal course of business, CPS and Plaintiff maintain computerized account records and documents for account holders. CPS and Plaintiff maintain such records in the ordinary and routine course of business and it is their regular business practice to accurately record any business act, condition or event onto the computer record maintained for the accounts, with the entries made at or very near the time of any such occurrence.
4. I have access to and have reviewed the applicable records of CPS and Plaintiff as they relate to the Account, and I make this Affidavit based upon information from that review. Information contained in those records reflects the following:
  - a. That the Account was purchased by Cavalry SPV I, LLC on or about 03/31/2016 from Citibank, N.A.. Prior to Cavalry SPV I, LLC's ownership of the account, the creditor was Citibank, N.A..
  - b. That the Defendant, DEREK RYNBERG, the account holder(s), opened an account on 07/16/2010, which account was charged off on 07/18/2012 (the "Account").
  - c. That as of 11/22/2016, the records of CPS and Plaintiff show that the defendant owed a balance of \$4,650.79.
  - d. That the Defendant is not an infant or incompetent.
5. Based on a review of the Department of Defense database, the Defendant is not an active member of the United States Armed Forces.
6. I certify under oath that to the best of my knowledge the above statements are true and correct.

Subscribed and sworn to before me on 12/05/2016

  
\_\_\_\_\_  
Legal Administrator

  
\_\_\_\_\_  
Notary Public, State of New York

MILWEDER AND OLDSIE FC  
10750540

Dawn M Fanning  
Notary Public - State of New York  
No. 01FA6091579  
Qualified in Westchester County  
Commission Expires April 28, 2019

Exhibit 1

0736

Purchase Date:3/31/2016

ACCOUNT NUMBER	0288
SALE AMOUNT	\$4,850.79
ACCOUNT OPEN DATE	16-Jul-10
CONSUMER FIRST AND MIDDLE NAME	DEREK
CONSUMER LAST NAME	RYNBERG
CONSUMER RESIDENCE ADDRESS 1	924 N CAPITOL AVE UNIT 3
CONSUMER RESIDENCE ADDRESS 2	
CONSUMER RESIDENCE CITY	LANSING
CONSUMER STATE	MI
CONSUMER ZIP CODE	488080000
CONSUMER SSN OR SIN	XXXXXXXX8849

# EXHIBIT #3

~~PANNING DAWN M~~ *Ryder*  
25 CREST DR  
YORKTOWN HEIGHTS NY 10598

PRINT ANY CHANGES IN INK IN THIS AREA

<i>N/L 7/18/15</i>

REGISTRATION NUMBER: 01FA6091679  
EFFECTIVE DATE: 04/28/2015  
EXPIRATION DATE: 04/28/2019

LIST DATE: 01/01/2015

Oath of Office

State of New York, County of WESTCHESTER

I do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of Notary Public for the State of New York according to the best of my ability.

Applicant Signature X

*[Handwritten Signature]*

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

*[Handwritten Signature]*

(County Clerk or Notary Public)

**DANIEL BRITO**  
Notary Public, State of New York  
No. 01BR8141638  
Qualified in Westchester County  
Commission Expires Feb 27 2019

OATH OF OFFICE

FOR OFFICE USE ONLY	APPT. DATE: 9/19/16	UNIQUE ID: DIEN 0347034
---------------------	---------------------	-------------------------

LAST NAME Enriquez		FIRST NAME Jessica		MIDDLE
NYS HOME ADDRESS: (If your legal residence is outside of NYS skip this section & complete the "NYS Business Name & Address" below)				
STREET ADDRESS: 2000 ... Apt 1				
NY		ZIP CODE:	COUNTY: Westchester	
NYS BUSINESS STREET ADDRESS:				
CITY:		NY	ZIP CODE:	COUNTY:

Oath of Office State of New York County of Westchester I do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State New York, and that I will faithfully discharge the duties of the office of Notary Public for the State of New York according to the best of my ability.

Applicant Signature X

Date 8/29/2016

Sworn to before me on this 29 day of Aug 2016

*[Signature]*  
 (County Clerk or Notary Public)

DAWN M. FANNING  
 Notary Public, State of New York  
 No. 01FA8091579  
 Qualified in Westchester County  
 Commission Expires April 28, 2019

Notary Public Stamp



# EXHIBIT #4



Dawn M Fanning  
Notary Public - State of New York  
No. 01FA6091579  
Qualified in Westchester County  
Commission Expires April 28, 2015

Notary Public, State of New York

Subscribed and sworn to before me on 11/06/2014

Legal Administrator  
ZAH NOV 21 2014  
SC-Strock and Scott  
18915069

6. I certify under oath that to the best of my knowledge the above statements are true and correct.

5. Based on a review of the Department of Defense database, the Defendant is not a member of the United States Armed Forces who would be entitled to stay relief.

d. That the Defendant is not an infant or incompetent.

c. That as of 08/19/2014, the records of CPS and Plaintiff show that the defendant owed a balance of \$3,757.96.

b. That the Defendant, [REDACTED], the account holder(s), opened an account on 09/10/2012, which account was charged off on 12/29/2013 (the "Account").

a. That the Account was purchased by Cavalry SPV I, LLC on or about 01/29/2014. The original creditor is GE Retail Bank/HH Gregg.

4. I have access to and have reviewed the applicable records of CPS and Plaintiff as they relate to the Account, and I make this Affidavit based upon information from that review. Information contained in those records reflects the following:

3. In the normal course of business, CPS and Plaintiff maintain computerized account records and documents for account holders. CPS and Plaintiff maintain such records in the ordinary and routine course of business and it is their regular business practice to accurately record any business act, condition or event onto the computer record maintained for the accounts, with the entries made at or very near the time of any such occurrence.

2. I am familiar with the manner and method by which CPS and Plaintiff create and maintain business records pertaining to the Account as defined below.

1. I am employed by Cavalry Portfolio Services, LLC ("CPS"). CPS performs collection services for Cavalry SPV I, LLC ("Plaintiff"). I am an authorized agent for Plaintiff and am a competent person more than eighteen years of age. I am authorized to make this affidavit for Plaintiff.

I, Eileen Gonzalez, being duly sworn on oath, depose and say:

2014CP3204288

RE: Cavalry SPV I, LLC, as assignee of GE Retail Bank/HH Gregg

COUNTY OF WESTCHESTER

) SS

STATE OF NEW YORK

AFFIDAVIT OF CLAIM

ORIGINAL

JM



2014  
... WAS SWORN TO AND SUBSCRIBED before

*[Handwritten Signature]*

Notary Public

DAVIN M. FANNING  
 Notary Public, State of New York  
 No. 01FAB091579  
 Qualified in Westchester County  
 Commission Expires April 26, 2016



16-20343

**AFFIDAVIT OF CLAIM**

STATE OF NEW YORK )  
 ) SS  
COUNTY OF WESTCHESTER )

RE: Cavalry SPV I, LLC, as assignee of HSBC Bank Nevada, N.A./Capital One Bank USA, N.A.

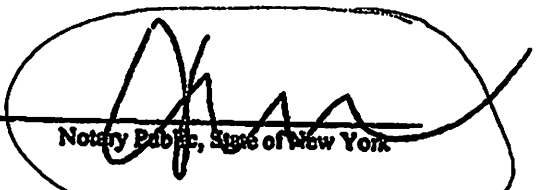
vs.  
**WALTER L PARTRIDGE**

I, Madaline Wood, being duly sworn on oath, depose and say:

1. I am employed by Cavalry Portfolio Services, LLC ("CPS"). CPS performs collection services for Cavalry SPV I, LLC ("Plaintiff"). I am an authorized agent for Plaintiff and am a competent person more than eighteen years of age. I am authorized to make this affidavit for Plaintiff.
2. I am familiar with the manner and method by which CPS and Plaintiff create and maintain business records pertaining to the Account as defined below.
3. In the normal course of business, CPS and Plaintiff maintain computerized account records and documents for account holders. CPS and Plaintiff maintain such records in the ordinary and routine course of business and it is their regular business practice to accurately record any business act, condition or event onto the computer record maintained for the accounts, with the entries made at or very near the time of any such occurrence.
4. I have access to and have reviewed the applicable records of CPS and Plaintiff as they relate to the Account, and I make this Affidavit based upon information from that review. Information contained in those records reflects the following:
  - a. That the Account was purchased by Cavalry SPV I, LLC on or about 11/16/2012 from Capital One Bank (USA), N.A.. Prior to Cavalry SPV I, LLC's ownership of the account, the creditor was HSBC Bank Nevada, N.A./Capital One Bank USA, N.A..
  - b. That the Defendant, WALTER L PARTRIDGE, the account holder(s), opened an account on 12/07/2011, which account was charged off on 10/31/2012 (the "Account").
  - c. That as of 07/21/2016, the records of CPS and Plaintiff show that the defendant owed a balance of \$925.05.
  - d. That the Defendant is not an infant or incompetent.
5. Based on a review of the Department of Defense database, the Defendant is not an active member of the United States Armed Forces.
6. I certify under oath that to the best of my knowledge the above statements are true and correct.

Subscribed and sworn to before me on 09/06/2016

  
Legal Administrator

  
Notary Public, State of New York

MC-WEBER AND OLCESE PC  
18153200

Dawn M Fanning  
Notary Public - State of New York  
No. 01FA6091579  
Qualified in Westchester County  
Commission Expires April 28, 2019

16-20062

AFFIDAVIT OF CLAIM

STATE OF NEW YORK )  
 ) SS  
COUNTY OF WESTCHESTER )

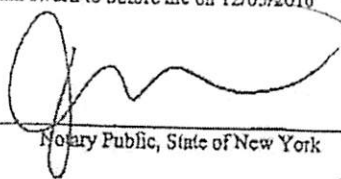
RE: Cavalry SPV I, LLC, as assignee of Citibank, N.A.

vs.  
DEREK RYNBERG

I, Madaline Wood, being duly sworn on oath, depose and say:

1. I am employed by Cavalry Portfolio Services, LLC ("CPS"). CPS performs collection services for Cavalry SPV I, LLC ("Plaintiff"). I am an authorized agent for Plaintiff and am a competent person more than eighteen years of age. I am authorized to make this affidavit for Plaintiff.
2. I am familiar with the manner and method by which CPS and Plaintiff create and maintain business records pertaining to the Account as defined below.
3. In the normal course of business, CPS and Plaintiff maintain computerized account records and documents for account holders. CPS and Plaintiff maintain such records in the ordinary and routine course of business and it is their regular business practice to accurately record any business act, condition or event onto the computer record maintained for the accounts, with the entries made at or very near the time of any such occurrence.
4. I have access to and have reviewed the applicable records of CPS and Plaintiff as they relate to the Account, and I make this Affidavit based upon information from that review. Information contained in those records reflects the following:
  - a. That the Account was purchased by Cavalry SPV I, LLC on or about 03/31/2016 from Citibank, N.A.. Prior to Cavalry SPV I, LLC's ownership of the account, the creditor was Citibank, N.A..
  - b. That the Defendant, DEREK RYNBERG, the account holder(s), opened an account on 07/16/2010, which account was charged off on 07/18/2012 (the "Account").
  - c. That as of 11/22/2016, the records of CPS and Plaintiff show that the defendant owed a balance of \$4,650.79.
  - d. That the Defendant is not an infant or incompetent.
5. Based on a review of the Department of Defense database, the Defendant is not an active member of the United States Armed Forces.
6. I certify under oath that to the best of my knowledge the above statements are true and correct.

  
Legal Administrator

Subscribed and sworn to before me on 12/05/2016  
  
Notary Public, State of New York

M. WEEER AND CLERK FC  
19730940

Dawn M Fanning  
Notary Public - State of New York  
No. 01FA6091579  
Qualified in Westchester County  
Commission Expires April 28, 2019

**AFFIDAVIT OF CLAIM**

STATE OF NEW YORK )  
 ) SS  
COUNTY OF WESTCHESTER )

RE: Cavalry SPV I, LLC, as assignee of Citibank, N.A./Best Buy

vs.

JAMES KONRAD

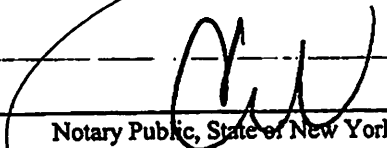
I, Thomas Murphy, being duly sworn on oath, depose and say:

1. I am employed by Cavalry Portfolio Services, LLC ("CPS"). CPS performs collection services for Cavalry SPV I, LLC ("Plaintiff"). I am an authorized agent for Plaintiff and am a competent person more than eighteen years of age. I am authorized to make this affidavit for Plaintiff.
2. I am familiar with the manner and method by which CPS and Plaintiff create and maintain business records pertaining to the Account as defined below.
3. In the normal course of business, CPS and Plaintiff maintain computerized account records and documents for account holders. CPS and Plaintiff maintain such records in the ordinary and routine course of business and it is their regular business practice to accurately record any business act, condition or event onto the computer record maintained for the accounts, with the entries made at or very near the time of any such occurrence.
4. I have access to and have reviewed the applicable records of CPS and Plaintiff as they relate to the Account, and I make this Affidavit based upon information from that review. Information contained in those records reflects the following:
  - a. That the Account was purchased by Cavalry SPV I, LLC on or about 05/06/2014 from Citibank, N.A.. Prior to Cavalry SPV I, LLC's ownership of the account, the creditor was Citibank, N.A./Best Buy.
  - b. That the Defendant, JAMES KONRAD, the account holder(s), opened an account on 05/08/2006, which account was charged off on 10/14/2013 (the "Account").
  - c. That as of 03/17/2016, the records of CPS and Plaintiff show that the defendant owed a balance of \$1,150.78.
  - d. That the Defendant is not an infant or incompetent.
5. Based on a review of the Department of Defense database, the Defendant is not a member of the United States Armed Forces who would be entitled to stay relief.
6. I certify under oath that to the best of my knowledge the above statements are true and correct.

Subscribed and sworn to before me on 04/01/2016



Legal Administrator



Notary Public, State of New York

16-01090-0

Dawn M Fanning  
Notary Public - State of New York  
No. 01FA6091579  
Qualified in Westchester County  
Commission Expires April 28, 2019



**AFFIDAVIT OF CLAIM**

STATE OF NEW YORK )  
 ) SS  
COUNTY OF WESTCHESTER )

RE: Cavalry SPV I, LLC, as assignee of Citibank, N.A.

vs.

I, Madaline Wood, being duly sworn on oath, depose and say:


1. I am employed by Cavalry Portfolio Services, LLC ("CPS"). CPS performs collection services for Cavalry SPV I, LLC ("Plaintiff"). I am an authorized agent for Plaintiff and am a competent person more than eighteen years of age. I am authorized to make this affidavit for Plaintiff.
2. I am familiar with the manner and method by which CPS and Plaintiff create and maintain business records pertaining to the Account as defined below.
3. In the normal course of business, CPS and Plaintiff maintain computerized account records and documents for account holders. CPS and Plaintiff maintain such records in the ordinary and routine course of business and it is their regular business practice to accurately record any business act, condition or event onto the computer record maintained for the accounts, with the entries made at or very near the time of any such occurrence.
4. I have access to and have reviewed the applicable records of CPS and Plaintiff as they relate to the Account, and I make this Affidavit based upon information from that review. Information contained in those records reflects the following:
  - a. That the Account was purchased by Cavalry SPV I, LLC on or about 03/31/2016 from Citibank, N.A.. Prior to Cavalry SPV I, LLC's ownership of the account, the creditor was Citibank, N.A..
  - b. That the Defendant, DAVID J. FANNING, the account holder(s), opened an account on 01/28/2010, which account was charged off on 09/19/2013 (the "Account").
  - c. That as of 11/22/2016, the records of CPS and Plaintiff show that the defendant owed a balance of \$1,553.44.
  - d. That the Defendant is not an infant or incompetent.
5. Based on a review of the Department of Defense database, the Defendant is not an active member of the United States Armed Forces.
6. I certify under oath that to the best of my knowledge the above statements are true and correct.

Subscribed and sworn to before me on 12/05/2016

  
Legal Administrator

  
Notary Public, State of New York

MO-STILLMAN LAW OFFICES  
15807938

  
Dawn M Fanning  
Notary Public - State of New York  
No. 01FA6091579  
Qualified in Westchester County  
Commission Expires April 28, 2019

**AFFIDAVIT OF CLAIM**

STATE OF NEW YORK )  
 ) SS  
COUNTY OF WESTCHESTER )


RE: Cavalry SPV I, LLC, as assignee of Citibank, N.A.

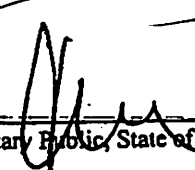
vs.  
MARK J. ASPLUND

I, Madaline Wood, being duly sworn on oath, depose and say:

1. I am employed by Cavalry Portfolio Services, LLC ("CPS"). CPS performs collection services for Cavalry SPV I, LLC ("Plaintiff"). I am an authorized agent for Plaintiff and am a competent person more than eighteen years of age. I am authorized to make this affidavit for Plaintiff.
2. I am familiar with the manner and method by which CPS and Plaintiff create and maintain business records pertaining to the Account as defined below.
3. In the normal course of business, CPS and Plaintiff maintain computerized account records and documents for account holders. CPS and Plaintiff maintain such records in the ordinary and routine course of business and it is their regular business practice to accurately record any business act, condition or event onto the computer record maintained for the accounts, with the entries made at or very near the time of any such occurrence.
4. I have access to and have reviewed the applicable records of CPS and Plaintiff as they relate to the Account, and I make this Affidavit based upon information from that review. Information contained in those records reflects the following:
  - a. That the Account was purchased by Cavalry SPV I, LLC on or about 03/31/2016 from Citibank, N.A.. Prior to Cavalry SPV I, LLC's ownership of the account, the creditor was Citibank, N.A..
  - b. That the Defendant, *MARK J. ASPLUND*, the account holder(s), opened an account on 03/07/2012, which account was charged off on 03/07/2014 (the "Account").
  - c. That as of 11/22/2016, the records of CPS and Plaintiff show that the defendant owed a balance of \$1,100.05.
  - d. That the Defendant is not an infant or incompetent.
5. Based on a review of the Department of Defense database, the Defendant is not an active member of the United States Armed Forces.
6. I certify under oath that to the best of my knowledge the above statements are true and correct.

Subscribed and sworn to before me on 12/05/2016

  
Legal Administrator

  
Notary Public, State of New York

Dawn M Fanning  
Notary Public - State of New York  
No. 01FA6091579  
Qualified in Westchester County  
Commission Expires April 28, 2019

**AFFIDAVIT OF CLAIM**

STATE OF NEW YORK )  
 ) SS  
COUNTY OF WESTCHESTER )

RE: Cavalry SPV I, LLC, as assignee of Citibank, N.A.

vs.  
MADALINE WOOD

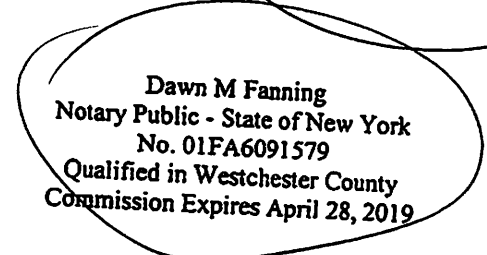
I, Madaline Wood, being duly sworn on oath, depose and say:

1. I am employed by Cavalry Portfolio Services, LLC ("CPS"). CPS performs collection services for Cavalry SPV I, LLC ("Plaintiff"). I am an authorized agent for Plaintiff and am a competent person more than eighteen years of age. I am authorized to make this affidavit for Plaintiff.
2. I am familiar with the manner and method by which CPS and Plaintiff create and maintain business records pertaining to the Account as defined below.
3. In the normal course of business, CPS and Plaintiff maintain computerized account records and documents for account holders. CPS and Plaintiff maintain such records in the ordinary and routine course of business and it is their regular business practice to accurately record any business act, condition or event onto the computer record maintained for the accounts, with the entries made at or very near the time of any such occurrence.
4. I have access to and have reviewed the applicable records of CPS and Plaintiff as they relate to the Account, and I make this Affidavit based upon information from that review. Information contained in those records reflects the following:
  - a. That the Account was purchased by Cavalry SPV I, LLC on or about 03/31/2016 from Citibank, N.A.. Prior to Cavalry SPV I, LLC's ownership of the account, the creditor was Citibank, N.A..
  - b. That the Defendant MADALINE WOOD, the account holder(s), opened an account on 09/13/2007, which account was charged off on 01/14/2014 (the "Account").
  - c. That as of 11/22/2016, the records of CPS and Plaintiff show that the defendant owed a balance of \$2,869.49.
  - d. That the Defendant is not an infant or incompetent.
5. Based on a review of the Department of Defense database, the Defendant is not an active member of the United States Armed Forces.
6. I certify under oath that to the best of my knowledge the above statements are true and correct.

Subscribed and sworn to before me on 12/05/2016

  
Legal Administrator

  
Notary Public, State of New York

  
Dawn M Fanning  
Notary Public - State of New York  
No. 01FA6091579  
Qualified in Westchester County  
Commission Expires April 28, 2019



**AFFIDAVIT OF CLAIM**

STATE OF NEW YORK )  
 ) SS  
COUNTY OF WESTCHESTER )

RE: Cavalry SPV I, LLC, as assignee of Synchrony Bank/Care Credit

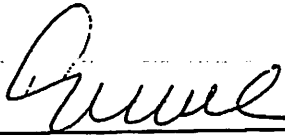
RECEIVED JUN 08 2015

vs.  
MATHEW B. COO

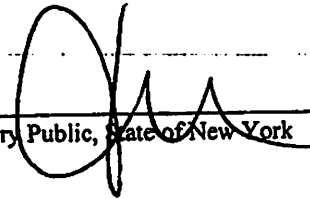
I, Madaline Wood, being duly sworn on oath, depose and say:

1. I am employed by Cavalry Portfolio Services, LLC ("CPS"). CPS performs collection services for Cavalry SPV I, LLC ("Plaintiff"). I am an authorized agent for Plaintiff and am a competent person more than eighteen years of age. I am authorized to make this affidavit for Plaintiff.
2. I am familiar with the manner and method by which CPS and Plaintiff create and maintain business records pertaining to the Account as defined below.
3. In the normal course of business, CPS and Plaintiff maintain computerized account records and documents for account holders. CPS and Plaintiff maintain such records in the ordinary and routine course of business and it is their regular business practice to accurately record any business act, condition or event onto the computer record maintained for the accounts, with the entries made at or very near the time of any such occurrence.
4. I have access to and have reviewed the applicable records of CPS and Plaintiff as they relate to the Account, and I make this Affidavit based upon information from that review. Information contained in those records reflects the following:
  - a. That the Account was purchased by Cavalry SPV I, LLC on or about 09/25/2014. The original creditor is Synchrony Bank/Care Credit.
  - b. That the Defendant, ~~THOMAS COO~~, the account holder(s), opened an account on 04/26/2011, which account was charged off on 08/10/2014 (the "Account").
  - c. That as of 05/07/2015, the records of CPS and Plaintiff show that the defendant owed a balance of \$3,515.17.
  - d. That the Defendant is not an infant or incompetent.
5. Based on a review of the Department of Defense database, the Defendant is not a member of the United States Armed Forces who would be entitled to stay relief.
6. I certify under oath that to the best of my knowledge the above statements are true and correct.

Subscribed and sworn to before me on 06/01/2015



Legal Administrator



Notary Public, State of New York

15-02608-0

MO-STILLMAN LAW OFFICES  
19299279

Dawn M Fanning  
Notary Public - State of New York  
No. 01FA6091579  
Qualified in Westchester County  
Commission Expires April 28, 2019

**AFFIDAVIT OF CLAIM**

STATE OF NEW YORK )  
 ) SS  
COUNTY OF WESTCHESTER )

RE: Cavalry SPV I, LLC, as assignee of HSBC Bank Nevada, N.A. \ Orchard Bank

vs.

*[Handwritten name]*

I, Dawn Fanning, being duly sworn on oath, depose and say:

1. I am employed by Cavalry Portfolio Services, LLC ("CPS"). CPS performs collection services for Cavalry SPV I, LLC ("Plaintiff"). I am an authorized agent for Plaintiff and am a competent person more than eighteen years of age. I am authorized to make this affidavit for Plaintiff.

2. I am familiar with the manner and method by which CPS and Plaintiff create and maintain business records pertaining to the Account as defined below.

3. In the normal course of business, CPS and Plaintiff maintain computerized account records and documents for account holders. CPS and Plaintiff maintain such records in the ordinary and routine course of business and it is their regular business practice to accurately record any business act, condition or event onto the computer record maintained for the accounts, with the entries made at or very near the time of any such occurrence.

4. I have access to and have reviewed the applicable records of CPS and Plaintiff as they relate to the Account, and I make this Affidavit based upon information from that review. Information contained in those records reflects the following:

a. That the Account was purchased by Cavalry SPV I, LLC on or about 04/19/2012 from HSBC Bank Nevada, N.A.. Prior to Cavalry SPV I, LLC's ownership of the account, the creditor was HSBC Bank Nevada, N.A. \ Orchard Bank.

b. That the Defendant, *[Handwritten name]*, the account holder(s), opened an account on 12/20/2007, which account was charged off on 03/31/2012 (the "Account").

c. That as of 04/21/2016, the records of CPS and Plaintiff show that the defendant owed a balance of \$961.08.

d. That the Defendant is not an infant or incompetent.

5. Based on a review of the Department of Defense database, the Defendant is not an active member of the United States Armed Forces.

6. I certify under oath that to the best of my knowledge the above statements are true and correct.

Subscribed and sworn to before me on 06/10/2016

*[Handwritten signature]*  
Legal Administrator

*[Handwritten signature]*  
Notary Public, State of New York

DI-STILLMAN LAW OFFICES  
7556480

Diana Reynoso  
Notary Public - State of New York  
No. 01RE6264527  
Qualified in Bronx County  
Commission Expires July 02, 2016

*[Handwritten number]*

**AFFIDAVIT OF CLAIM**

STATE OF NEW YORK )  
 ) SS  
COUNTY OF WESTCHESTER )

RE: Cavalry SPV I, LLC, as assignee of Synchrony Bank/Care Credit

SEP 30 2015

vs.  
DAVID ANDREFF

I, Madaline Wood, being duly sworn on oath, depose and say:

1. I am employed by Cavalry Portfolio Services, LLC ("CPS"). CPS performs collection services for Cavalry SPV I, LLC ("Plaintiff"). I am an authorized agent for Plaintiff and am a competent person more than eighteen years of age. I am authorized to make this affidavit for Plaintiff.
2. I am familiar with the manner and method by which CPS and Plaintiff create and maintain business records pertaining to the Account as defined below.
3. In the normal course of business, CPS and Plaintiff maintain computerized account records and documents for account holders. CPS and Plaintiff maintain such records in the ordinary and routine course of business and it is their regular business practice to accurately record any business act, condition or event onto the computer record maintained for the accounts, with the entries made at or very near the time of any such occurrence.
4. I have access to and have reviewed the applicable records of CPS and Plaintiff as they relate to the Account, and I make this Affidavit based upon information from that review. Information contained in those records reflects the following:
  - a. That the Account was purchased by Cavalry SPV I, LLC on or about 03/27/2015. The original creditor is Synchrony Bank/Care Credit.
  - b. That the Defendant, ~~DAVID ANDREFF~~, the account holder(s), opened an account on 04/17/2012, which account was charged off on 03/08/2015 (the "Account").
  - c. That as of 09/15/2015, the records of CPS and Plaintiff show that the defendant owed a balance of \$1,082.48.
  - d. That the Defendant is not an infant or incompetent.
5. Based on a review of the Department of Defense database, the Defendant is not a member of the United States Armed Forces who would be entitled to stay relief.
6. I certify under oath that to the best of my knowledge the above statements are true and correct.

Subscribed and sworn to before me on 09/23/2015

\_\_\_\_\_  
Legal Administrator

\_\_\_\_\_  
Notary Public, State of New York

15-05619-0

MI-STILLMAN LAW OFFICES  
19595543

Dawn M Fanning  
Notary Public - State of New York  
No. 01FA6091579  
Qualified in Westchester County  
Commission Expires April 28, 2019

**AFFIDAVIT OF CLAIM**

STATE OF NEW YORK )  
 ) SS  
COUNTY OF WESTCHESTER )

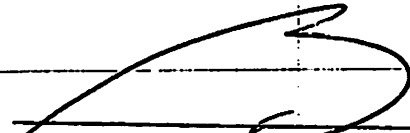
RE: Cavalry SPV I, LLC, as assignee of Capital One, N.A./BEST BUY CO., INC.

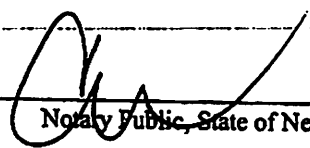
vs.  
S. P. L. L. C.

I, Thomas Murphy, being duly sworn on oath, depose and say:

1. I am employed by Cavalry Portfolio Services, LLC ("CPS"). CPS performs collection services for Cavalry SPV I, LLC ("Plaintiff"). I am an authorized agent for Plaintiff and am a competent person more than eighteen years of age. I am authorized to make this affidavit for Plaintiff.
2. I am familiar with the manner and method by which CPS and Plaintiff create and maintain business records pertaining to the Account as defined below.
3. In the normal course of business, CPS and Plaintiff maintain computerized account records and documents for account holders. CPS and Plaintiff maintain such records in the ordinary and routine course of business and it is their regular business practice to accurately record any business act, condition or event onto the computer record maintained for the accounts, with the entries made at or very near the time of any such occurrence.
4. I have access to and have reviewed the applicable records of CPS and Plaintiff as they relate to the Account, and I make this Affidavit based upon information from that review. Information contained in those records reflects the following:
  - a. That the Account was purchased by Cavalry SPV I, LLC on or about 12/14/2012. The original creditor is Capital One, N.A./BEST BUY CO., INC..
  - b. That the Defendant, S. P. L. L. C., the account holder(s), opened an account on 05/17/2008, which account was charged off on 11/30/2011 (the "Account").
  - c. That as of 01/21/2016, the records of CPS and Plaintiff show that the defendant owed a balance of \$4,286.96.
  - d. That the Defendant is not an infant or incompetent.
5. Based on a review of the Department of Defense database, the Defendant is not a member of the United States Armed Forces who would be entitled to stay relief.
6. I certify under oath that to the best of my knowledge the above statements are true and correct.

Subscribed and sworn to before me on 02/16/2016

  
\_\_\_\_\_  
Legal Administrator

  
\_\_\_\_\_  
Notary Public, State of New York  
16-00251-D  
Dawn M Fanning  
Notary Public - State of New York  
No. 01FA6091579  
Qualified in Westchester County  
Commission Expires April 28, 2019

**AFFIDAVIT OF CLAIM**

STATE OF NEW YORK )  
 ) SS  
COUNTY OF WESTCHESTER )

RE: Cavalry SPV I, LLC, as assignee of CAPITAL ONE BANK (USA), N.A.

JAN 14 2016

vs.

I, Madaline Wood, being duly sworn on oath, depose and say:

1. I am employed by Cavalry Portfolio Services, LLC ("CPS"). CPS performs collection services for Cavalry SPV I, LLC ("Plaintiff"). I am an authorized agent for Plaintiff and am a competent person more than eighteen years of age. I am authorized to make this affidavit for Plaintiff.

2. I am familiar with the manner and method by which CPS and Plaintiff create and maintain business records pertaining to the Account as defined below.

3. In the normal course of business, CPS and Plaintiff maintain computerized account records and documents for account holders. CPS and Plaintiff maintain such records in the ordinary and routine course of business and it is their regular business practice to accurately record any business act, condition or event onto the computer record maintained for the accounts, with the entries made at or very near the time of any such occurrence.

4. I have access to and have reviewed the applicable records of CPS and Plaintiff as they relate to the Account, and I make this Affidavit based upon information from that review. Information contained in those records reflects the following:

a. That the Account was purchased by Cavalry SPV I, LLC on or about 07/28/2014. The original creditor is CAPITAL ONE BANK (USA), N.A..

b. That the Defendant, ~~XXXXXXXXXX~~, the account holder(s), opened an account on 10/20/2006, which account was charged off on 02/07/2012 (the "Account").

c. That as of 12/17/2015, the records of CPS and Plaintiff show that the defendant owed a balance of \$3,238.16.

d. That the Defendant is not an infant or incompetent.

5. Based on a review of the Department of Defense database, the Defendant is not a member of the United States Armed Forces who would be entitled to stay relief.

6. I certify under oath that to the best of my knowledge the above statements are true and correct.

Subscribed and sworn to before me on 01/08/2016

Legal Administrator

Notary Public, State of New York

15-07704-0

Dawn M Fanning  
Notary Public - State of New York  
No. 01FA6091579  
Qualified in Westchester County  
Commission Expires April 28, 2019

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [FDCPA Class Action Filed Against Cavalry SPV I](#)

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