

**IN THE COUNTY COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION**

CALVARY SPV I, LLC, AS ASSIGNEE OF
CITIBANK, N.A.

Plaintiff

v

EVAN S GUTMAN

Defendant

CASE NUMBER:

50-2021-CC-000114-XXXX-MB

**AMENDED
COUNTERCLAIM**

EVAN S. GUTMAN,

Counter-Plaintiff

v

CALVARY SPV I, LLC, AS ASSIGNEE OF
CITIBANK, N.A.

Counter-Defendant

AMENDED COUNTERCLAIM

I, Evan Gutman CPA, JD, as Counter-Plaintiff, hereby COUNTERCLAIM against Counter-Defendant, Calvary SPV I, LLC as follows:

GENERAL ALLEGATIONS

1. Counter-Defendant, Cavalry SPV I, LLC (hereinafter "Cavalry") instituted suit against Counter-Plaintiff, Evan Gutman (hereinafter "Evan") on or about January 6, 2021 based on a claim of "Account Stated." The complaint made no mention

of any "credit card" account, did not have any contract, credit card application, or documents evidencing an assignment attached as an exhibit. Counter-Plaintiff filed an Answer and Counterclaim 11 days later on or about January 17, 2021.

2. Prior to institution of the lawsuit and prior to the course of the proceedings, Counter-Defendant and its multiple Agents, some of which were law firms, engaged in extensive unlawful collection efforts regarding alleged debts as set forth in the below paragraphs.
3. Cavalry and Evan had no prior business relationship of any nature.
4. During the course of the collection efforts prior to institution of the lawsuit Evan informed Cavalry and its Agents in writing that he disputed the validity of alleged debts and that no amount was due.
5. On or about August 28, 2019, Evan sent a letter to the law firm of Debski & Associates, P.A.; which was representing Citibank, N.A.. In the August 28, 2019 letter (Exh 1), Evan disputed the validity and total amounts due on three alleged credit card debts owned in full by Citibank, N.A., but still proposed a settlement regarding all three alleged accounts that were being disputed. Evan's letter also indicated the proposed settlement for all three accounts was "**not a waiver of any valid legal Claims, and/or Defenses I have against Citibank, N.A. and/or Debski & Associates P.A.**" (Exh 1). One of those three accounts ending in #0080 appears to be the subject of this litigation. Another of those three accounts is the subject of another pending litigation in this Court, (account ending in #6457) Citibank, N.A. v Evan Gutman, Palm Beach County Case #50-2020-CC-005756-XXXX-MB. Both cases are currently pending before Honorable Judge April Bristow of this Court. The Debski law firm acknowledged receipt of the letter (Exh 2). Cavalry vigorously pursued collection efforts regarding the third alleged account #8431 delineated in the August 28, 2019 letter through a different law firm named Andreu, Palma, Lavin & Solis, PLLC, but ultimately declined to institute suit regarding that alleged account, after Evan filed his Counterclaim in the instant case and the Citibank case.

6. On or about September 13, 2019, Cavalry (based upon documents provided to Evan by Cavalry) purchased a "pool" of charged off accounts from Citibank, N.A. None of the documents labeled as being produced by Citibank, N.A., which evidence the sale of a "pool" of accounts to Cavalry; identify any account of Evan. Accordingly, said documents do not provide any proof that any account of Evan was ever assigned to Cavalry by Citibank, N.A. (Exh 3(a) - 3(c)).
7. On or about September 14, 2019, just one day after the alleged assignment, Cavalry sent a letter to Evan seeking payment on the alleged debt, even though it knew or should have known it had no legal right to payment, as it had no prior business relationship with Evan, the validity of the subject accounts had been disputed by Evan, and evidence of any alleged assignment did not identify any account of Evan. (Exh 4).
8. On or about September 14, 2019, just one day after the alleged assignment, Cavalry sent a second letter to Evan seeking payment on a second alleged debt, even though it knew or should have known it had no legal right to payment, as it had no prior business relationship with Evan and the validity of the subject accounts had been disputed by Evan. (Exh 5).
9. On or about December 4, 2019, Cavalry's Agent named "Radius Global Solution, LLC" (hereinafter "Radius") sent a letter to Evan seeking payment on the second alleged debt, even though it knew or should have known Cavalry had no legal right to payment, as it had no prior business relationship with Evan and the validity of the account had been disputed by Evan. (Exh 8).
10. On or about December 31, 2019, Cavalry's Agent named "Cawley & Bergmann, LLC" (hereinafter "Cawley") sent a letter to Evan seeking payment on the alleged debt, even though it knew or should have known Cavalry had no legal right to payment, as it had no prior business relationship with Evan and the validity of the subject account had been disputed by Evan. (Exh 9).
11. On or about January 8, 2020, Cavalry's Agent, named Radius sent another letter to Evan seeking payment on the second alleged debt, even though it knew or

should have known Cavalry had no legal right to payment, as it had no prior business relationship with Evan and the validity of the account had been disputed by Evan. (Exh 10).

12. On or about April 7, 2020, Cavalry's Agent, named "Frontline" sent a letter to Evan seeking payment on the alleged debt, even though it knew or should have known Cavalry had no legal right to payment, as it had no prior business relationship with Evan and the validity of the account had been disputed by Evan. (Exh 11).
13. On or about May 5, 2020, Cavalry's Agent, named Cawley sent a letter to Evan seeking payment on the second alleged debt, even though it knew or should have known Cavalry had no legal right to payment, as it had no prior business relationship with Evan and the validity of the account had been disputed by Evan. (Exh 12).
14. On or about July 6, 2020, Cavalry's Agent, named "Financial Recovery Services, Inc." sent a letter to Evan seeking payment on the alleged debt, even though it knew or should have known Cavalry had no legal right to payment, as it had no prior business relationship with Evan and the validity of the account had been disputed by Evan. (Exh 13).
15. On or about August 27, 2020, Cavalry's Agent, named "Financial Recovery Services, Inc." sent another letter to Evan seeking payment on the alleged debt, even though it knew or should have known Cavalry had no legal right to payment, as it had no prior business relationship with Evan and the validity of the account had been disputed by Evan. (Exh 14).
16. On or about November 13, 2020, Cavalry's Agent, which is a Florida Law Firm and representing Cavalry in this litigation, named "Hayt, Hayt & Landau, P.L. sent a letter to Evan seeking payment on the alleged debt, even though it knew or should have known Cavalry had no legal right to payment, as it had no prior business relationship with Evan and the validity of the account had been disputed by Evan. (Exh 15).

17. On or about November 26, 2020, Evan requested an Experian Credit Report on himself. The Credit Report indicated that Cavalry had reported two subject alleged debts as being owed to them; even though Cavalry knew or should have known that it had no legal right to payment as it had no prior business relationship with Evan and the validity of the accounts had been disputed by Evan. (Exh 16(a) & 16(b)).
18. On or about November 27, 2020, Evan sent a letter to Cavalry's Agent, the law firm of Hayt, Hayt & Landau, P.L. disputing the alleged debt and asserting that ZERO was owed (Exh 17).
19. On or about November 27, 2020, Evan sent a letter to Cavalry at its' Tempe, Arizona address disputing the second alleged debt and asserting that ZERO was owed (Exh 18(a)).
20. On or about November 27, 2020, Evan sent a second letter to Cavalry at its' Tempe, Arizona address disputing the alleged debt and asserting that ZERO was owed (Exh 18(b)).
21. On or about November 27, 2020, Evan sent a third letter to Cavalry at its' Valhalla, New York address disputing the second alleged debt and asserting that ZERO was owed (Exh 18(c)).
22. On or about November 27, 2020, Evan sent a fourth letter to Cavalry at its' Valhalla, New York address disputing the alleged debt and asserting that ZERO was owed (Exh 18(d)).
23. On or about December 1, 2020, Cavalry sent a letter to Evan representing they were resuming collection efforts on the second alleged debt, even though Cavalry knew or should have known that it had no legal right to payment as it had no prior business relationship with Evan and the validity of the account had been disputed by Evan (Exh 19).
24. On or about December 1, 2020, Cavalry sent a letter to Evan admitting they acknowledged the dispute of the second alleged debt and were reporting it as

disputed to consumer reporting agencies, even though Cavalry knew or should have known that it had no legal right to payment as it had no prior business relationship with Evan and the validity of the account had been disputed by Evan (Exh 20).

25. On or about December 2, 2020, Cavalry sent a second letter to Evan admitting they acknowledged the dispute of the second alleged debt and were reporting it as disputed to consumer reporting agencies, even though Cavalry knew or should have known that it had no legal right to payment as it had no prior business relationship with Evan and the validity of the account had been disputed by Evan (Exh 21).
26. On or about December 2, 2020, Cavalry sent a third letter to Evan admitting they acknowledged the dispute of the alleged debt and were reporting it as disputed to consumer reporting agencies, even though Cavalry knew or should have known that it had no legal right to payment as it had no prior business relationship with Evan and the validity of the account had been disputed by Evan (Exh 22).
27. On or about December 3, 2020, Cavalry sent a fourth letter to Evan admitting they acknowledged the dispute of the alleged debt and were reporting it as disputed to consumer reporting agencies even though Cavalry knew or should have known that it had no legal right to payment as it had no prior business relationship with Evan and the validity of the account had been disputed by Evan (Exh 23).
28. On or about January 5, 2021, Cavalry's Agent, the law firm of Hayt, Hayt, and Landau sent a package to Evan that included a "Bill of Sale and Assignment" and a document labeled as "Exhibit 1" which indicated Citibank, N.A. had sold and assigned certain accounts to Cavalry. None of the documents identified any account of Evan. (Exh 24(a) thru 24(c)).
29. On or about February 1, 2021, Cavalry's Agent, the law firm of Andreu, Palma, Lavin & Solis, PLLC sent a letter to Evan seeking payment on the second alleged debt, even though they knew or should have known Cavalry had no legal right to

payment, as it had no prior business relationship with Evan and the validity of the account had been disputed by Evan. (Exh 25).

30. Cavalry and its Agents intentionally ignored the requisites of FRCP 1.130 when filing its Complaint and does so regularly as its' policy when filing complaints in Florida Courts. By doing so, they unfairly burden the Florida Court system and the Judiciary. Their multitude of meritless filings throughout Florida, cause the unnecessary expenditure of precious judicial resources at the expense of litigants in cases involving more important issues such as domestic relations, child custody, and criminal matters. They intentionally, illegally and immorally capitalize on the lack of legal knowledge of multitudes of impoverished litigants who are unable to afford legal counsel; by knowingly filing meritless, legally defective complaints and obtaining default judgments against those unable to defend themselves from their illegal activities.
31. Cavalry and its Agents are aware they have never had any prior business relationship with; or engaged in any prior business transactions with Counter-Plaintiff, but nevertheless intentionally proceeded with filing an "Account Stated" claim, which irrefutably legally requires the existence of a prior business relationship. Cavalry and its Agents are also aware there is no privity between Cavalry and Evan.
32. Cavalry's Legal Counsel and its Agent, the law firm of Hayt, Hayt & Landau, P.L., with Florida Attorney Jason S. Dragutsky as lead Counsel, violated Florida State Bar Rule 4 - 3.3(a) requiring Candor to the Tribunal. Counsel violated this State Bar Rule by knowingly advancing legal claims regarding Counter-Plaintiff, even though said Counsel was fully aware the meritless claims were based upon false statements of law and fact.
33. Cavalry's Legal Counsel and its Agent, the law firm of Hayt, Hayt & Landau, P.L., with Florida Attorney Jason S. Dragutsky as lead Counsel, violated Florida State Bar Rule 4 -1.3. Specifically, in the law firm's letter of November 13, 2020 (Exh 15), the law firm represented on law firm letterhead, that they were a "Law Office" representing the Counter-Defendant regarding the subject alleged account.

However, remarkably, the law firm then expressly stated as follows (emphasis added)

"At this time, no attorney with this law firm has personally reviewed the particular circumstances of your account."

Florida State Bar Rule of Professional Conduct 4-1.3 (Exh 7) expressly requires that a lawyer "shall act with reasonable diligence," and the letter of Hayt, Hayt, & Landau, openly asserts no attorney of the firm even reviewed the matter before a legal letter was sent out and accordingly, such reasonable diligence as required by the Florida State Bar was not performed. Apparently, reasonable diligence was also not performed before filing suit because if it had been Counsel would have been aware of the multitude of letters Counter-Plaintiff sent disputing the alleged debts, which foreclosed an "Account Stated" action, and the Court would not even be burdened with spending precious time to address Counter-Defendant's meritless claim.

34. Cavalry's Legal Counsel and its Agent, the law firm of Hayt, Hayt & Landau, P.L., with Florida Attorney Jason S. Dragutsky as lead Counsel, violated Florida State Bar Rule 4 - 3.1 prohibiting an attorney from bringing a proceeding that is not frivolous. (Exh 6).
35. The law firm of Hayt, Hayt, & Landau, P.L. is an Agent of Cavalry.
36. Pursuant to Florida law, Calvary as a principal is liable for the illegal acts of its Agents, which includes damages caused to Counter-Plaintiff by violations of State Bar ethical rules committed by its' agent, the law firm of Hayt, Hayt & Landau, P.L.
37. The law firm of Hayt, Hayt & Landau, P.L. has a "personal stake" in this litigation that extends beyond the monetary gain interest shared with its principal, Cavalry. That personal stake is the maintenance of their law license, which is separate and distinct from Cavalry's monetary interests, since Cavalry does not even have a license to practice law.

38. Since the law firm of Hayt, Hayt & Landau, P.L., which is an Agent of Cavalry, has a personal stake in this litigation (consisting of maintaining their law license in good standing), that is separate and distinct from the interests of Cavalry, the "intra-corporate exception to the Civil Conspiracy" doctrine applies to the illegal actions of the law firm and its principals. Accordingly, in this instance the "intra-corporate conspiracy doctrine" does not apply. See Mancinelli v Davis, 217 So.3d 1034 (2017).
39. On April 11, 2021, Cavalry's Agent, and Counsel in this litigation, the law firm of Hayt, Hayt, and Landau, P.L.; e-filed Requests for Admissions and a Motion for Summary Judgment with the Court. Counsel did not serve Evan with the documents at all via the E-Portal. Instead, one day later after E-filing the documents with the Court on April 12, 2021, Counsel sent the court documents to Evan via regular US Mail. The Certificate of Service accompanying both court documents **falsely indicates they were sent to Evan, four days earlier on April 8,** 2021 (Exh 26 - 28). Counsel's apparent intent was to unethically trim the 30 day reply period for Evan to reply to the Requests for Admission by 8 days or more, in the hope the matters stated therein would be technically admitted under applicable court rules.
40. As a result of the actions of Cavalry and its Agents, Counter-Plaintiff Evan Gutman has suffered damages.

FIRST CAUSE OF ACTION
(Violation of Florida Consumer Collection Practices Act)
Fl. Stat. 559.72

1. Counter-Plaintiff realleges allegations set forth in Paragraphs (1) - (40) herein.
2. The actions of Counter-Defendant and particularly Counter-Defendant's Counsel, as set forth herein, violate Fl. Stat. 559.72 (9), which prohibits a person in attempting to collect a debt from asserting "**the existence of some other legal right when such person knows that the right does not exist.**"
3. To the extent the illegal collection letters and collection efforts of Counter-Defendant and its Counsel occurred prior to the existing litigation, such actions

are not protected by litigation privilege. See Hollander v Fortunato, 305 So.3d 344 (2020) and Moise v OLA Condominium Association, 314 So.3d 708 (2021).

4. To the extent the illegal acts of Counter-Defendant and its Counsel occurred during the course of the existing litigation, including most particularly the multiple violations of State Bar rules and filing of frivolous complaints throughout Florida on a massive scale the trial court "has the inherent power to do those things necessary to . . . conduct its business in a proper manner, and to protect the court from acts obstructing the administration of justice." See Miller v Henderson Machine, Inc. 310 So.3d 44 (Fla. 4th DCA 2020); citing Levin, Middlebrooks, Mabie, Thomas, Mayes & Mitchell v U.S. Fire Insurance Co., 639 So.2d 606 (Fla. 1994). Accordingly, any assertion of litigation privilege, (which as the Court itself previously noted is an "evolving" area of law); is a debatable issue at best that may itself change quite substantially during the course of this litigation.
5. Counter-Plaintiff sustained damages as a result of Counter-Defendant's actions and the actions of its multiplicity of agents.

SECOND CAUSE OF ACTION
(Unfair and Deceptive Acts and Practices)
Fl. Stat. 501.204

1. Counter-Plaintiff realleges allegations set forth in Paragraphs (1) - (40) herein.
2. The actions of Counter-Defendant as set forth herein constitute Unfair and Deceptive Acts and Practices.
3. To the extent the illegal collection letters and collection efforts of Counter-Defendant and its Counsel occurred prior to the existing litigation, such actions are not protected by litigation privilege. See Hollander v Fortunato, 305 So.3d 344 (2020) and Moise v OLA Condominium Association, 314 So.3d 708 (2021).
4. To the extent the illegal acts of Counter-Defendant and its Counsel occurred during the course of the existing litigation, including most particularly the multiple violations of State Bar rules and filing of frivolous complaints throughout Florida on a massive scale the trial court "has the inherent power to do those things necessary to . . . conduct its business in a proper manner, and to protect the court from acts obstructing the administration of justice." See Miller v Henderson Machine, Inc. 310 So.3d 44 (Fla. 4th DCA 2020); citing Levin, Middlebrooks, Mabie, Thomas, Mayes & Mitchell v U.S. Fire Insurance Co., 639 So.2d 606 (Fla. 1994). Accordingly, any assertion of litigation privilege (which as the Court itself previously noted is an "evolving" area of law); is a debatable issue at best that may itself change quite substantially during the course of this litigation.
5. Counter-Plaintiff sustained damages as a result of Counter-Defendant's actions.

THIRD CAUSE OF ACTION
CONSPIRACY TO VIOLATE FLORIDA CONSUMER COLLECTION PRACTICES ACT
Fl. Stat. 559.72

1. Counter-Plaintiff realleges allegations set forth in Paragraphs (1) - (40) herein.
2. Counter-Defendant, Cavalry conspired with its Agent, the law firm of Hayt, Hayt, and Landau, P.L. to violate the Florida Consumer Collection Practices Act, Fl. Stat. 559.72.
3. As set forth in detail in the general allegations realleged herein, the nature of the conspiracy consisted of agreeing to engage in unlawful collection efforts, by unlawful means, when they knew or had reason to know they had no legal right to collect on alleged debts. They had no legal right to collect on the alleged debts because they knew Counter-Plaintiff had no prior relationship with Cavalry and they knew Counter-Plaintiff had disputed the subject alleged debt(s).
4. The law firm of Hayt, Hayt, & Landau, P.L. is an Agent of Cavalry.
5. Pursuant to Florida law, Cavalry as a principal is liable for the illegal acts of its Agents. That would include damages caused to Counter-Plaintiff by violations of State Bar ethical rules committed by its' agent, the law firm of Hayt, Hayt & Landau, P.L.
6. The law firm of Hayt, Hayt & Landau, P.L. has a "**personal stake**" in this litigation that extends beyond a monetary gain interest. That personal stake is the maintenance of their law license, which is separate and distinct from Cavalry's monetary interests, since Cavalry does not even have a license to practice law.
7. Since the law firm of Hayt, Hayt & Landau, P.L., which is an Agent of Cavalry, has a personal stake in this litigation (consisting of maintaining their law license in good standing), that is separate and distinct from the interests of Cavalry, the "intra-corporate **exception** to the Civil Conspiracy" doctrine applies to the illegal actions of the law firm and its principals. Accordingly, in this instance the "intra-corporate conspiracy doctrine" does not apply, which would otherwise preclude the existence of a conspiracy between an agent and its principal. See Mancinelli v Davis, 217 So.3d 1034 (2017).
8. As a result of the actions of Cavalry and its Agents, Counter-Plaintiff Evan Gutman has suffered damages.

FOURTH CAUSE OF ACTION
CONSPIRACY TO ENGAGE IN UNFAIR AND DECEPTIVE ACTS AND PRACTICES
Fl. Stat. 501.204

1. Counter-Plaintiff realleges allegations set forth in Paragraphs (1) - (40) herein.
2. Counter-Defendant, Cavalry conspired with its Agent, the law firm of Hayt, Hayt, and Landau, P.L. to engage in Unfair and Deceptive Acts and Practices, Fl. Stat. 501.204.
3. As set forth in detail in the general allegations realleged herein, the nature of the conspiracy consisted of agreeing to engage in unlawful collection efforts by unlawful means, when they knew or had reason to know they had no legal right to collect on alleged debts. They had no legal right to collect on the alleged debts because they knew Counter-Plaintiff had no prior relationship with Cavalry and they knew Counter-Plaintiff had disputed the subject alleged debt(s).
4. The law firm of Hayt, Hayt, & Landau, P.L. is an Agent of Cavalry.
5. Pursuant to Florida law, Cavalry as a principal is liable for the illegal acts of its Agents. That would include damages caused to Counter-Plaintiff by violations of State Bar ethical rules committed by its' agent, the law firm of Hayt, Hayt & Landau, P.L.
6. The law firm of Hayt, Hayt & Landau, P.L. has a "**personal stake**" in this litigation that extends beyond a monetary gain interest. That personal stake is the maintenance of their law license, which is separate and distinct from Cavalry's monetary interests, since Cavalry does not even have a license to practice law.
7. Since the law firm of Hayt, Hayt & Landau, P.L., which is an Agent of Cavalry, has a personal stake in this litigation (consisting of maintaining their law license in good standing), that is separate and distinct from the interests of Cavalry, the "intra-corporate **exception** to the Civil Conspiracy" doctrine applies to the illegal actions of the law firm and its principals. Accordingly, in this instance the "intra-corporate conspiracy doctrine" does not apply, which would otherwise preclude the existence of a conspiracy between an agent and its principal. See Mancinelli v Davis, 217 So.3d 1034 (2017).
8. As a result of the actions of Cavalry and its Agents, Counter-Plaintiff Evan Gutman has suffered damages.

**FIFTH CAUSE OF ACTION
(Negligence)**

1. Counter-Plaintiff realleges allegations set forth in Paragraphs (1) - (40) herein.
2. The actions of Counter-Defendant and Counter-Defendant's attorneys, as set forth herein constitute Negligence.
3. Counter-Defendant and/or Counter-Defendant's attorneys had duties to Counter-Plaintiff including but not limited to a duty of care, adhering to Florida State Bar rules; and honoring well-accepted legal principles they had full knowledge of, and breached said duties.
4. Counter-Defendant and Counter-Defendant's attorneys breach of duties was both the actual and proximate cause of damages to Counter-Plaintiff.
5. Counter-Defendant and Counter-Defendant's attorneys' conduct was so reckless or wanting in care that it constituted a conscious disregard for the rights of Counter-Plaintiff

**SIXTH CAUSE OF ACTION
(Gross Negligence)**

1. Counter-Plaintiff realleges allegations set forth in Paragraphs (1) - (40) herein.
2. The actions of Counter-Defendant and Counter-Defendant's attorneys, as set forth herein constitute Gross Negligence.
3. Counter-Defendant and Counter-Defendant's attorneys had duties to Counter-Plaintiff including but not limited to a duty of care; respecting and adhering to Florida State Bar rules; honoring well-accepted legal principles they had full knowledge of; not acting with malice and not acting with reckless disregard for the law.
4. To the extent the illegal collection letters and collection efforts of Counter-Defendant and its Counsel occurred prior to the existing litigation, such actions are not protected by litigation privilege. See Hollander v Fortunato, 305 So.3d 344 (2020) and Moise v OLA Condominium Association, 314 So.3d 708 (2021).
5. To the extent the illegal acts of Counter-Defendant and its Counsel occurred during the course of the existing litigation, including most particularly the multiple violations of State Bar rules and filing of frivolous complaints throughout Florida on a massive scale the trial court "has the inherent power to do those things necessary to . . . conduct its business in a proper manner, and to protect the court from acts obstructing the administration of justice." See Miller v Henderson Machine, Inc. 310 So.3d 44 (Fla. 4th DCA 2020); citing Levin, Middlebrooks,

Mabie, Thomas, Mayes & Mitchell v U.S. Fire Insurance Co., 639 So.2d 606 (Fla. 1994). Accordingly, any assertion of litigation privilege (which as the Court itself previously noted is an "evolving" area of law); is a debatable issue at best that may itself change quite substantially during the course of this litigation.

6. Counter-Defendant and/or Counter-Defendant's attorneys breached said duties, and the breach of duties was both the actual and proximate cause of damages to Counter-Plaintiff
7. Counter-Defendant and/or Counter-Defendant's attorney's conduct was so reckless or wanting in care that it constituted a conscious disregard for the rights of Counter-Plaintiff

DAMAGES AND RELIEF REQUESTED

WHEREFORE, based upon each of the Claims set forth herein, Counter-Plaintiff demands judgment against Counter-Defendant and prays for this Court to grant relief as set forth below:

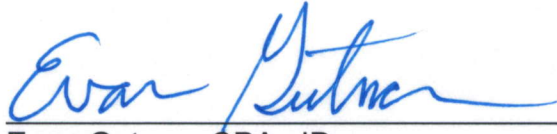
- (a) For Statutory Damages pursuant to Florida Consumer Collection Practices Act, Fl. Stat. 559.77 and Fl. Stat. 559.72
- (b) For Actual Damages pursuant to Florida Deceptive and Unfair Trade Practices Statute 501.211.
- (c) For Actual Damages caused by Counter-Defendant's Negligence.
- (d) For Actual Damages caused by Counter-Defendant's Gross Negligence.
- (e) For Actual Damages cause by Counter-Defendant's Multiple acts of Civil Conspiracy.
- (f) Equitable relief including issuance of an Order finding that Counter-Defendant committed each of the illegal acts delineated herein.
- (g) Equitable relief prohibiting Counter-Defendant from ever asserting a claim of "Account Stated" against Counter-Plaintiff, when Counter-Plaintiff has objected to the validity, which includes the amount of an alleged debt. Counter-Plaintiff notes the foregoing relief is particularly important for the following reasons. Although this is not a Class Action, granting such relief will be recognized as "**Persuasive Judicial Authority**" in litigations involving other litigants, particularly those who are impoverished. Thus, Counter-Plaintiff asserts this relief will in addition to protecting himself, breathe new life and vigor into the time-honored doctrine of stare decisis; and the manner in which it simultaneously recognizes and distinguishes between "Binding Judicial Authority" and "Persuasive Judicial Authority." Accordingly, granting this requested relief will be of **Precedential Value** as Persuasive Judicial Authority, and societal importance

in other cases. To the extent Counter-Plaintiff succeeds in breathing new life into the doctrine of "Persuasive Judicial Authority," it can fairly be stated, Counter-Plaintiff will have mitigated the negative impact of certain judicial opinions that preclude Class Action lawsuits. Thus, Persuasive Judicial Authority will become the instrument of accomplishing the praiseworthy societal goals, which Class Actions were intended to accomplish.

- (h) For such other relief as the Court may deem equitable and just.

Counter-Plaintiff waives his right to Jury trial and relies upon the Court to render a fair Judgment regarding all claims set forth herein.

Dated this 22nd day of April, 2022.



Evan Gutman CPA, JD
Member State Bar of Pennsylvania
Member District of Columbia Bar
Admitted to Federal Sixth Circuit Court of Appeals
Admitted to Federal Ninth Circuit Court of Appeals
Florida Certified Public Accountant
New Jersey Certified Public Accountant

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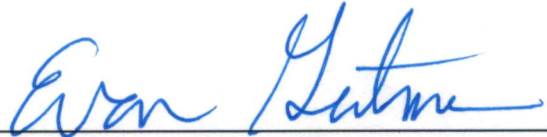
CERTIFICATE OF SERVICE

I, Evan Gutman, hereby CERTIFY a true copy of the foregoing has been furnished by

Electronic Mail and U.S. Mail this 22nd day of April, 2022 addressed as follows to :

Hayt, Hayt & Landau, P.L.
Attn: Jason S. Dragutsky, Esq.
7765 SW 87th Avenue, Ste. 101
Miami, Florida 33173

DATED this 22nd day of April, 2022.



Evan Gutman CPA, JD
Member State Bar of Pennsylvania
Member District of Columbia Bar
Admitted to Federal Sixth Circuit Court of Appeals
Admitted to Federal Ninth Circuit Court of Appeals
Florida Certified Public Accountant
New Jersey Certified Public Accountant

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EXHIBIT 1

August 28, 2019

Debski & Associates, P.A.
Attn: Ms. Rebecca Jean Wilson, Esq.
PO Box 47718
Jacksonville, FL 32247

Re: Citibank Accounts Ending in #6457; #0080; #8431

Dear Ms. Wilson :

I am in receipt of your letter dated August 13, 2019 (copy attached) regarding Citibank, N.A. account ending in #6457, which you allege has an amount owed. Please be advised that pursuant to your letter **I hereby dispute the validity of this alleged debt.** Notwithstanding, please also be advised as follows. I acknowledge the existence of Citibank accounts ending in not only #6457; but also ending in #0080 and #8431. In this regard, although I contest the full amount you allege is due, I would like to Settle all three Citibank accounts. Accordingly, in an effort to amicably Settle all three Citibank accounts in full, I Offer to pay Citibank, N.A. a total sum of \$ 18,000.00; for all three accounts in full, over a period of six years, pursuant to a graduated payment scale as follows:

1. \$ 50.00 per month for a period of 6 months
2. \$ 75.00 per month for the following period of 6 months
3. \$ 100.00 per month for the following 12 months
4. \$ 300.00 per month for the following 36 months
5. \$ 437.50 per month for the following 12 months

Upon receipt of the last payment, all Three accounts will be classified as "Paid in Full." During the interim, the three accounts will all be reflected on my credit report with the delineation of "Paid as Agreed," or a similar delineation we mutually agree upon. If the foregoing is acceptable, please inform me in writing and I will submit the first payment. This Offer is not a waiver of any valid legal Claims, and/or Defenses I have against Citibank, N.A. and/or Debski & Associates P.A.. This Offer will Expire on September 30, 2019, if I do not receive acceptance, prior to that date. To assist you in making a well-informed decision, I am also providing you with the following information :

1. I do not own any Stocks, Bonds or Securities
2. I do not own any Real Estate
3. I have no Retirement accounts
4. I live in a one bedroom apartment, approximately 710 square feet, and my monthly rent payment is \$ 1,240.00. I have lived here for about two years.

Put simply, although my current financial situation is poor, I am quite hopeful and optimistic such will change within the next year or so. That is the reason I make this Offer to you. I look forward to hearing from you, in an effort, to amicably resolve this matter. Please respond in writing only.

Very truly yours,

Evan Gutman CPA, JD

DEBSKI & ASSOCIATES, P.A.

ATTORNEYS AND COUNSELORS AT LAW

(800) 733-0717
(904) 425-0901
Florida Relay TTY: 711

POST OFFICE BOX 47718
JACKSONVILLE, FLORIDA 32247

May 21, 2020

Facsimile
(904) 425-0906

EVAN S GUTMAN
1675 NW 4TH AVE APT 511
BOCA RATON FL 33432-3505

Client: Citibank, N.A.
Account No.: *****6457 Brand Name: CITI MASTERCARD
Balance: \$11,292.13
Our File No.: K1903856

Dear Evan S Gutman:

This letter is being sent in response to your correspondence dated August 28, 2019. For your reference, enclosed please find copies of the last twelve (12) months of statements. Additional information about the account is as follows:


- Account Open Date: April 27, 2010
- Last Payment Date: October 23, 2018

If you have any additional questions or concerns regarding this debt, please do not hesitate to contact our office.

This communication is from a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely,

Debski & Associates, P.A.

By: 
Edward Joseph Brown
Attorney at Law

RD:l18.fim AJH

Enclosures:

EXHIBIT 3(a)

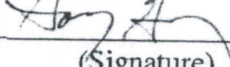
Contract ID: CV8MUMAA021819
Document ID: CV8MUMAA091019C13
Document ID: 090319CV1MU1NBB1

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT dated September 13, 2019, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 5800 South Corporate Place, Sioux Falls, SD 57108 (the "Bank") to Cavalry SPV I, LLC, organized under the laws of the State of Delaware, with its headquarters/principal place of business at 500 Summit Lake Drive, Suite 400, Valhalla, NY 10595.

For value received and subject to the terms and conditions of the Master Purchase and Sale Agreement dated February 18, 2019 and Addendum No 13 dated September 10, 2019, 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 to the Addendum and the final electronic file.

Citibank, N.A.

By: 
(Signature)

Name: Gary Gold

Title: Authorized Party

EXHIBIT 3(b)

Contract ID: CV8MUMAA021819
Document ID: CV8MUMAA091019C13
Document ID: 090319CV1MU1NBA1

Exhibit 1

The individual Accounts transferred are described in the final electronic file and delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

Lot	Sale ID	# of Accounts	Sale Balance	Cut-Off Date
Brands C&D No POA	090319CV1MU1NB			09/03/2019

EXHIBIT 3(c)

Contract ID: CV8MUMAA021819
Document ID: CV8MUMAA091019C13
Document ID: 090319CV1MU1NBG1

AFFIDAVIT OF SALE OF ACCOUNT

State of Missouri
County of Platte


Gary Goldberg, being duly sworn, deposes and says:

I am an authorized employee of Citibank, N.A. ("CBNA") located at 5800 South Corporate Place, Sioux Falls, SD 57108 am authorized to make the statements and representations herein and I am over 18 years of age. In this position, I have access to the creditor's books and records and am aware of the process of the sale of accounts and electronic storage of business records.

On or about September 13, 2019, CBNA sold a pool of charged-off accounts (the Accounts) by a Master Purchase and Sale Agreement dated February 18, 2019 and No 13, dated September 10, 2019 to Cavalry SPV I, LLC. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to the debt buyer. These records were kept in the ordinary course of business of creditor.

I am not aware of any errors in the information provided about the Accounts. The above statements are true to the best of my knowledge.

Signed this 16th day of Sept, 2019.


Gary Goldberg

Sworn before me this 16 day of Sept, 2019.

CAROLYN E. HUGHES
Notary Public - Notary Seal
State of Missouri, Jackson County
Commission #14927304
My Commission Expires Jan 26, 2022
(Notary Seal)


Notary Public

My Commission Expires: January 26, 2022

EXHIBIT 4



500 Summit Lake Drive, Suite 400
Valhalla, NY 10595-1340

Phone: (866) 434-2995

www.cavps.com

RE: Original Institution:	Citibank, N.A.
Original Account No.:	XXXXXXXXXXXX0080
Cavalry Account No.:	21493248
Current Creditor:	Cavalry SPV I, LLC
Balance Due:	\$13084.23



September 14, 2019



Evan S Gutman
1675 Nw 4th Ave Apt 511
Boca Raton, FL 33432-3505

Dear Evan S Gutman:

Cavalry SPV I, LLC purchased the Citibank, N.A. account listed above and is now the creditor for the account. Cavalry SPV I, LLC has referred the account to Cavalry Portfolio Services, LLC ("Cavalry") for servicing.

Cavalry is committed to providing you with excellent customer service, which includes treating you in a fair and respectful manner. If at any time you feel that you have not been provided with excellent customer service, please call us at (866) 434-2995.

We understand that all of the account balance may not be repaid at this time. If some of the bill can be repaid, even if it is through a monthly payment plan, we would like to hear from you. We work with our customers to find affordable repayment arrangements. Please call us at (866) 434-2995 to discuss your repayment options.

Unless you notify Cavalry within thirty days after receiving this letter that you dispute the validity of this debt or any portion thereof, Cavalry will assume this debt is valid. If you notify Cavalry in writing within thirty days from receiving this notice that you dispute the validity of this debt or any portion thereof, Cavalry will obtain verification of the debt or a copy of a judgment, if applicable, and mail you a copy of such verification or judgment. If you request it from Cavalry in writing within thirty days after receiving this notice, Cavalry will provide you with the name and address of the original creditor, if different from the current creditor.

Sincerely,

Cavalry Portfolio Services, LLC

We may report information about your account to credit reporting agencies.



HELLO.LTR
CVN.WB
671925
00002149
1 of 1

500 Summit Lake Drive, Suite 400
Valhalla, NY 10595-1340



Phone: (866) 434-2995

www.cavps.com

RE: Original Institution:	Citibank, N.A.
Original Account No.:	XXXXXXXXXXXX8431
Cavalry Account No.:	21493562
Current Creditor:	Cavalry SPV I, LLC
Balance Due:	\$10542.21



September 14, 2019



Evan Gutman
1675 Nw 4th Ave Apt 511
Boca Raton, FL 33432-3505

Dear Evan Gutman:

Cavalry SPV I, LLC purchased the Citibank, N.A. account listed above and is now the creditor for the account. Cavalry SPV I, LLC has referred the account to Cavalry Portfolio Services, LLC ("Cavalry") for servicing.

Cavalry is committed to providing you with excellent customer service, which includes treating you in a fair and respectful manner. If at any time you feel that you have not been provided with excellent customer service, please call us at (866) 434-2995.

We understand that all of the account balance may not be repaid at this time. If some of the bill can be repaid, even if it is through a monthly payment plan, we would like to hear from you. We work with our customers to find affordable repayment arrangements. Please call us at (866) 434-2995 to discuss your repayment options.

Unless you notify Cavalry within thirty days after receiving this letter that you dispute the validity of this debt or any portion thereof, Cavalry will assume this debt is valid. If you notify Cavalry in writing within thirty days from receiving this notice that you dispute the validity of this debt or any portion thereof, Cavalry will obtain verification of the debt or a copy of a judgment, if applicable, and mail you a copy of such verification or judgment. If you request it from Cavalry in writing within thirty days after receiving this notice, Cavalry will provide you with the name and address of the original creditor, if different from the current creditor.

Sincerely,

Cavalry Portfolio Services, LLC

We may report information about your account to credit reporting agencies.

Unlike nonlawyers who serve as third-party neutrals, lawyers serving in this role may experience unique problems as a result of differences between the role of a third-party neutral and a lawyer's service as a client representative. The potential for confusion is significant when the parties are unrepresented in the process. Thus, subdivision (b) requires a lawyer-neutral to inform unrepresented parties that the lawyer is not representing them. For some parties, particularly parties who frequently use dispute resolution processes, this information will be sufficient. For others, particularly those who are using the process for the first time, more information will be required. Where appropriate, the lawyer should inform unrepresented parties of the important differences between the lawyer's role as third-party neutral and a lawyer's role as a client representative, including the inapplicability of the attorney-client evidentiary privilege. The extent of disclosure required under this subdivision will depend on the particular parties involved and the subject matter of the proceeding, as well as the particular features of the dispute resolution process selected.

A lawyer who serves as a third-party neutral subsequently may be asked to serve as a lawyer representing a client in the same matter. The conflicts of interest that arise for both the individual lawyer and the lawyer's law firm are addressed in rule 4-1.12.

Added March 23, 2006, effective May 22, 2006 (933 So.2d 417); amended November 19, 2009, effective February 1, 2010 (24 So.3d 63); amended July 7, 2011, effective October 1, 2011 (67 So.3d 1037); amended May 29, 2014, effective June 1, 2014 (140 So.3d 541).

4-3. ADVOCATE

RULE 4-3.1 MERITORIOUS CLAIMS AND CONTENTIONS

A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification, or reversal of existing law. A lawyer for the defendant in a criminal proceeding, or the respondent in a proceeding that could result in incarceration, may nevertheless so defend the proceeding as to require that every element of the case be established.

EXHIBIT 7

When the client's course of action has already begun and is continuing, the lawyer's responsibility is especially delicate. The lawyer is required to avoid assisting the client, for example, by drafting or delivering documents that the lawyer knows are fraudulent or by suggesting how the wrongdoing might be concealed. A lawyer may not continue assisting a client in conduct that the lawyer originally supposed was legally proper but then discovers is criminal or fraudulent. The lawyer must, therefore, withdraw from the representation of the client in the matter. See rule 4-1.16(a). In some cases, withdrawal alone might be insufficient. It may be necessary for the lawyer to give notice of the fact of withdrawal and to disaffirm any opinion, document, affirmation, or the like. See rule 4-1.1.

Where the client is a fiduciary, the lawyer may be charged with special obligations in dealings with a beneficiary.

Subdivision (d) applies whether or not the defrauded party is a party to the transaction. For example, a lawyer must not participate in a transaction to effectuate criminal or fraudulent avoidance of tax liability. Subdivision (d) does not preclude undertaking a criminal defense incident to a general retainer for legal services to a lawful enterprise. The last sentence of subdivision (d) recognizes that determining the validity or interpretation of a statute or regulation may require a course of action involving disobedience of the statute or regulation or of the interpretation placed upon it by governmental authorities.

If a lawyer comes to know or reasonably should know that a client expects assistance not permitted by the Rules of Professional Conduct or other law or if the lawyer intends to act contrary to the client's instructions, the lawyer must consult with the client regarding the limitations on the lawyer's conduct. See rule 4-1.4(a)(5).

Amended July 23, 1992, effective Jan. 1, 1993 (605 So.2d 252); amended November 13, 2003, effective January 1, 2004 (860 So.2d 394); amended March 23, 2006, effective May 22, 2006 (933 So.2d 417); October 19, 2017, effective November 20, 2017 (228 So.3d 1117); amended Jan. 4, 2019, effective March 5, 2019 (267 So.3d 891).

RULE 4-1.3 DILIGENCE

A lawyer shall act with reasonable diligence and promptness in representing a client.

EXHIBIT 8

P.O. Box 390846
Minneapolis, MN 55439
Mail Code CAVP



Radius Reference Number: 005-F76827911
Balance Due: \$10,542.21




EVAN GUTMAN
1675 NW 4TH AVE APT 511
BOCA RATON FL 33432-3505

Radius Global Solutions
P.O. Box 390846
Minneapolis, MN 55439



Customer Service: 866-641-6872 ext 3509

December 04, 2019
Radius Reference Number: 005-F76827911
Account #: *****8431
Balance Due: \$10,542.21



OFFICE HOURS: MON - FRI: 8AM - 5PM CENTRAL TIME
Current Creditor: Cavalry SPV I, LLC
Original Creditor: Citibank, N.A.

We Would Like to Help You Resolve Your Account

Dear Evan Gutman,

On 12/03/19 Cavalry SPV I, LLC authorized Radius Global Solutions to collect this debt on their behalf.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

We look forward to hearing from you.

Thank you,

Radius Global Solutions
866-641-6872 ext 3509

Payment Methods

Online: paymentportal.radiusgs.com using the account information referenced above and pin number 70988

Phone: 866-641-6872 ext 3509

Mail: P.O. Box 390846, Minneapolis, MN 55439

EXHIBIT 9**CAWLEY & BERGMANN, LLC**

550 Broad Street, Suite 1001 Newark, NJ 07102
TELEPHONE: 855-650-0323 FAX: 201-944-5459

September 31, 2019

Current Creditor:	Cavalry SPV I, LLC
Our File Number:	3042436
Original Account Number:	5*****0080
Original Creditor:	Citibank, N.A.
Balance Owed:	\$13,084.23

Evan S Gutman:

AFFORDABLE OPTIONS TO RESOLVE THIS ACCOUNT!


This company has been contracted to collect a debt owed by you to Cavalry SPV I, LLC.

Single Payment Option:	3 Month Payment Plan:	Balance in Full Payment Plan:
<ul style="list-style-type: none">➤ Take \$5,233.69 off the balance.➤ Pay \$7,850.54 no later than 02/14/20.➤ Your account will be considered "Settled in Full" after we post your payment.*	<ul style="list-style-type: none">➤ Take \$3,925.27 off the balance.➤ Pay 3 equal monthly installments of \$3,052.99.➤ First Payment due no later than 02/14/20 and every 30 days thereafter.➤ Your account will be considered "Settled in Full" after we post your final payment.*	<ul style="list-style-type: none">➤ Subject to your rights described in this letter, contact us to discuss an affordable monthly payment arrangement.➤ Your account will be considered "Paid in Full" once the account reaches a zero balance.

Unless you, within 30 days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by this office. If you notify this office in writing within the 30-day period that the debt, or any portion hereof, is disputed, this office will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by this office. Upon your written request within the 30-day period, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Your payment must be received in our office by the date indicated above, in good funds, or this offer will be null and void. Upon clearance of funds this debt will be considered settled in full. We are not obligated to renew this offer.

This is an attempt to collect a debt, and any information obtained will be used for that purpose.
This communication is from a debt collector.

 - **Pay Online:** www.cawleyandbergmann.com (**24/7 access**) Follow the online instructions

Office Hours: Mon Thu 8:00am - 8:00pm EST, Fri 8:00am - 6:00pm EST

EXHIBIT 10

P.O. Box 390846
Minneapolis, MN 55439
Mail Code CAVP



Radius Reference Number: 005-F76827911
Balance Due: \$10,542.21



EVAN GUTMAN
1675 NW 4TH AVE APT 511
BOCA RATON FL 33432-3505



Radius Global Solutions
P.O. Box 390846
Minneapolis, MN 55439



Customer Service: 866-641-6872 ext 3509

January 08, 2020
Radius Reference Number: 005-F76827911
Account #: *****8431
Balance: \$10,542.21



OFFICE HOURS: MON - FRI: 8AM - 5PM CENTRAL TIME
Current Creditor: Cavalry SPV I, LLC
Original Creditor: Citibank, N.A

Resolve your account in 3 or 6 payments!

Dear Evan Gutman,

Cavalry SPV I, LLC, the creditor of your account, has placed the above referenced account with Radius Global Solutions for collection. In order to assist you in resolving this debt, we are offering you the following payment options that may better fit your budget.

Offer I: Resolve your account for \$6,325.38 in three payments of \$2,108.46 starting on 01/29/20. If you need additional time to respond to this offer, please contact us. The payments can be no more than 30 days apart. Upon receipt and clearance of all three payments, we will send you a letter confirming that the above referenced account has been resolved.

Offer II: Resolve your account for \$6,852.42 in six payments of \$1,142.07 starting on 01/29/20. If you need additional time to respond to this offer, please contact us. The payments can be no more than 30 days apart. Upon receipt and clearance of all six payments, we will send you a letter confirming that the above referenced account has been resolved.

Should you fail to complete the arrangement proposed under Offer I or Offer II, the offers will be cancelled and any payments made will be applied to the balance due shown above. Please note, we are not obligated to renew these offers. If you would like to take advantage of one of the offers listed above, or if you would prefer to make smaller payments over time, please feel free to call us at 866-641-6872 ext 3509.

Thank you,
Radius Global Solutions



DEPT 473 9336648320043
PO BOX 4115
CONCORD CA 94524



RETURN SERVICE REQUESTED



EVAN S GUTMAN
1675 NW 4TH AVE APT 511
BOCA RATON FL 33432-3505



2700 Snelling Ave N.
Ste 250

Roseville, MN 55113

Hours of Operation:

M-Th 7am-9pm CST, Fri 7am-8pm CST,

Sat 8am-12pm CST

Toll Free: 877-258-1590

Web: www.frontlineas.com

Payment Site: www.payfrontline.com

Account #	Current Creditor	Original Creditor	Original Creditor #	Total Due
108654694	Cavalry SPV I, LLC	Citibank N.A.	xxxxxxxxxxxx0080	\$13084.23

Date: 04/07/2020

Dear Evan S Gutman:

Your account has been placed with our office for collection. You owe \$13084.23.

We are here to help. You may pay online at www.payfrontline.com, use Live Chat from our website www.frontlineas.com or call us at 877-258-1590.

Sincerely,
Troy Tratar
877-258-1590
Frontline Asset Strategies, LLC

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office, in writing, within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

CAWLEY & BERGMANN, LLC

550 Broad Street, Suite 1001 Newark, NJ 07102
TELEPHONE: 855-650-0323 FAX: 201-944-5459

EXHIBIT 12

May 05, 2020

Current Creditor:	Cavalry SPV I, LLC
Our File Number:	3152687
Original Account Number:	5*****8431
Original Creditor:	Citibank, N.A.
Balance Owed:	\$10,542.21

Evan Gutman:

AFFORDABLE OPTIONS TO RESOLVE THIS ACCOUNT!

This company has been contracted to collect a debt owed by you to Cavalry SPV I, LLC.

Single Payment Option:	3 Month Payment Plan:	Balance in Full Payment Plan:
<ul style="list-style-type: none">➤ Take \$4,216.88 off the balance.➤ Pay \$6,325.33 no later than 06/19/20.➤ Your account will be considered "Settled in Full" after we post your payment.*	<ul style="list-style-type: none">➤ Take \$3,162.66 off the balance.➤ Pay 3 equal monthly installments of \$2,459.85.➤ First Payment due no later than 06/19/20 and every 30 days thereafter.➤ Your account will be considered "Settled in Full" after we post your final payment.*	<ul style="list-style-type: none">➤ Subject to your rights described in this letter, contact us to discuss an affordable monthly payment arrangement.➤ Your account will be considered "Paid in Full" once the account reaches a zero balance.

Unless you, within 30 days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by this office. If you notify this office in writing within the 30-day period that the debt, or any portion hereof, is disputed, this office will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by this office. Upon your written request within the 30-day period, this office will provide you with the name and address of the original creditor, if different from the current creditor.

*Your payment must be received in our office by the date indicated above, in good funds, or this offer will be null and void. Upon clearance of funds this debt will be considered settled in full. We are not obligated to renew this offer.

This is an attempt to collect a debt, and any information obtained will be used for that purpose.
This communication is from a debt collector.



- Pay Online: www.cawleyandbergmann.com (**24/7 access**) Follow the online instructions

Office Hours: Mon Thu 8:00am - 8:00pm EST, Fri 8:00am - 6:00pm EST



DEPT 813 9113813620078
PO BOX 4115
CONCORD CA 94524



RETURN SERVICE REQUESTED

July 6, 2020



EVAN S GUTMAN
1675 NW 4TH AVE APT 511
BOCA RATON FL 33432-3505

FINANCIAL RECOVERY SERVICES, INC.
P.O. Box 385908 • Minneapolis, MN 55438-5908
1-844-563-9279

CURRENT CREDITOR: CAVALRY SPV I, LLC
ORIGINAL CREDITOR: CITIBANK, N.A.
REGARDING: CITIBANK, N.A.
ACCOUNT NUMBER: XXXX3248
DATE OF LAST PAYMENT: 11/06/2018
CHARGE-OFF DATE: 06/20/2019

TOTAL BALANCE DUE: \$13084.23
FRS FILE NUMBER: WLE412
ON-LINE PIN NUMBER: 32785510

Please be advised that CAVALRY SPV I, LLC the current creditor-debt purchaser has purchased the account referenced above and it has placed it with our office for collection. The account listed above has been assigned to this agency for collection. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you the name and address of the original creditor, if different from the current creditor. The account resolution opportunities listed below do not affect your rights described in this paragraph.

If you pay \$13,084.23, the above-referenced account will be considered paid in full. However, we are authorized to offer you the following options to resolve your account:

1. () Our office will allow you to resolve your account for 60.00% of the above referenced balance for a total 1 time lump sum payment of \$7,850.54. We request this payment within 45 days after receipt of this letter. If you need additional time to respond to this offer, please contact us. Upon receipt and clearance of the payment of \$7,850.54, this account will be considered resolved in full for less than the full balance. We are not obligated to renew this offer. ; or
2. () Our office will allow you to resolve your account for 67.50% of the above referenced balance for a total payment of \$8,831.86. You can pay this in 2 payments and we request the first payment within 45 days after receipt of this letter and the payments can be no more than 30 days apart. If you need additional time to respond to this offer, please contact us. Upon receipt and clearance of these two payments of \$4,415.93, this account will be considered resolved in full for less than the full balance. We are not obligated to renew this offer. ; or
3. () Our office will allow you to resolve your account for 75.00% of the above referenced balance for a total payment of \$9,813.18. You can pay this in 3 payments and we request the first payment within 45 days after receipt of this letter and the payments can be no more than 30 days apart. If you need additional time to respond to this offer, please contact us. Upon receipt and clearance of these three payments of \$3,271.06, this account will be considered resolved in full for less than the full balance. We are not obligated to renew this offer.

FRS is not a law firm and FRS will not initiate any legal proceedings or provide you with legal advice. The offers of resolution in this letter are merely offers to resolve your account for less than the balance due.

To make a payment, please call us at the toll-free number listed below or utilize our on-line web payment solution at www.fin-rec.com using the on-line PIN number and FRS file number referenced above.

If you are sending your payment by overnight delivery, please use the following address: 4510 W. 77th St., Suite 200, Edina, MN 55435.

Sincerely,

AMBER KOSKI
Account Manager
Toll Free: 1-844-563-9279

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector. Office hours are: Monday-Thursday, 7am to 8pm CST; Friday 7am to 5pm CST; Saturday 7am to noon CST. See reverse side for more information.

Detach Coupon And Mail Payment

1 OF 3

FRS File #: WLE412



1-844-563-9279

Balance due as of July 6, 2020: \$13084.23

Amount enclosed: _____

Home phone: _____

Work phone: _____

2 OF 3

FRS File #: WLE412



1-844-563-9279

Balance due as of July 6, 2020: \$13084.23

Amount enclosed: _____

Home phone: _____

Work phone: _____

3 OF 3

FRS File #: WLE412



1-844-563-9279

Balance due as of July 6, 2020: \$13084.23

Amount enclosed: _____

Home phone: _____

Work phone: _____

EXHIBIT 14



DEPT 813 5994094820089
PO BOX 4115
CONCORD CA 94524



RETURN SERVICE REQUESTED

August 27, 2020



EVAN S GUTMAN
1675 NW 4TH AVE APT 511
BOCA RATON FL 33432-3505

FINANCIAL RECOVERY SERVICES, INC.

P.O. Box 385908
Minneapolis, MN 55438-5908
1-844-563-9279

Current Creditor: CAVALRY SPV I, LLC
Original Creditor: CITIBANK, N.A.
Regarding: CITIBANK, N.A.
Account Number: XXXX3248
Date Of Last Payment: 11/06/2018
Charge-Off Date: 06/20/2019

Total Balance Due: \$13084.23
FRS File Number: WLE412
On-line PIN Number: 32785510
(Used to access and view your file on WWW.FIN-REC.COM)

*****Payments are an option*****

As you have not resolved this account, we are extending to you another option.

In an effort to allow you more time to get your finances in order, we will agree to accept \$50.00 per month for the next three months.

At the end of three months the arrangement will be reviewed and hopefully you will be able to pay the remaining balance in full.

To make a payment, please call us at the toll-free number listed below or utilize our on-line web payment solution at www.fin-rec.com using the on-line PIN number and FRS file number referenced above.

If you are sending your payment by overnight delivery, please use the following address: 4510 W. 77th St., Suite 200, Edina, MN 55435.

Sincerely,

AMBER KOSKI
Account Manager
Toll Free: 1-844-563-9279

This is an attempt to collect a debt. Any information obtained will be used for that purpose.
This communication is from a debt collector.

See reverse side for important information.

Office hours are: Monday-Thursday, 7am to 8pm CST; Friday 7am to 5pm CST; Saturday 7am to noon CST.

Detach and return this portion of this notice with your payment

1 OF 3

FRS File #: WLE412



1-844-563-9279

Balance due as of August 27, 2020: \$13084.23

Amount enclosed: _____

Home phone: _____

2 OF 3

FRS File #: WLE412



1-844-563-9279

Balance due as of August 27, 2020: \$13084.23

Amount enclosed: _____

Home phone: _____

3 OF 3

FRS File #: WLE412



1-844-563-9279

Balance due as of August 27, 2020: \$13084.23

Amount enclosed: _____

Home phone: _____

Dana M. Stern*
Jason S. Dragutsky*
Robert J. Orovitz* **
Jennifer Cruz Mesa*
Jonathan D. Stern*
Ralph Breeden, III**
Shenika L. Lee**
Alexandria Veasley**

Licensed in Florida *
Licensed in Georgia **

Law Offices of
HAYT, HAYT & LANDAU, P.L.

GALLOWAY PROFESSIONAL PARK
7765 S.W. 87TH AVENUE
SUITE 101
MIAMI, FLORIDA 33173
TELEPHONE (305) 661-6660
TOLL FREE (877) 474-0834
FACSIMILE (305) 412-3242
November 13, 2020

EXHIBIT 15

EMANUEL HAYT (1929- 1983)
LILLIAN R. HAYT (1928- 1963)
BERNARD D. LANDAU (1930- 2005)

EVAN S GUTMAN
1675 NW 4TH AVE APT 511
BOCA RATON, FL 33432-3505

RE: Current Creditor: Cavalry SPV I, LLC, as assignee of Citibank, N.A.
Customer: EVAN S GUTMAN
Original Creditor: Citibank, N.A.
Account Number: XXXXXXXXXXXXXXX0080
File Number: 1007051
Total Amount Due: \$13,084.23

Dear Evan S Gutman:

Our office represents Cavalry Spv I, Llc, As Assignee Of Citibank, N.A. regarding the above account. We are sending this letter based on account information provided by our client. Please direct any future communications to our office. At this time, no attorney with this law firm has personally reviewed the particular circumstances of your account.

Unless the consumer within thirty (30) days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector. If the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment (if a judgment exists) against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector. Upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Very truly yours,

HAYT, HAYT & LANDAU, P.L.

11/26/2020

Experian

EVAN S GUTMAN - Experian
Date of Report: Nov 26, 2020



Collections

CAVALRY PORTFOLIO SERV
214932XX

ACCOUNT DETAILS

Account Name CAVALRY PORTFOLIO SERV
Account # 214932XX
Original Creditor CITIBANK
Company Sold -
Account Type COLLECTION
Date Opened Sep 13, 2019
Account Status!
Payment Status Seriously past due date / assigned to attorney, collection agency, or credit grantor's internal collection department
Status Updated Sep 2019
Balance \$13,084
Balance Updated Nov 01, 2020
Original Balance \$13,084
Monthly Payment -
Past Due Amount \$13,084
Highest Balance -
Terms 1 Month
Responsibility Individual
Your Statement -
Comments -

CONTACT INFORMATION

PO BOX 27288
TEMPE, AZ 85285
(800) 501-0909

PAYMENT HISTORY

2020				2019			
Jan	Feb	Mar	Apr	Jan	Feb	Mar	Apr
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
May	Jun	Jul	Aug	May	Jun	Jul	Aug
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sep	Oct	Nov	Dec	Sep	Oct	Nov	Dec
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11/26/2020

Experian

EVAN S GUTMAN - Experian
Date of Report: Nov 26, 2020



CAVALRY PORTFOLIO SERV
214935XX

ACCOUNT DETAILS

Account Name CAVALRY PORTFOLIO SERV

Account # 214935XX

Original Creditor CITIBANK

Company Sold -

Account Type COLLECTION

Date Opened Sep 13, 2019

Account Status! -

Payment Status Seriously past due date / assigned to attorney, collection agency, or credit grantor's internal collection department

Status Updated Sep 2019

Balance \$10,542

Balance Updated Oct 01, 2020

Original Balance \$10,542

Monthly Payment -

Past Due Amount \$10,542

Highest Balance -

Terms 1 Month

Responsibility Individual

Your Statement -

Comments -

CONTACT INFORMATION

PO BOX 27288
TEMPE, AZ 85285
(800) 501-0909

PAYMENT HISTORY

2020				2019			
Jan	Feb	Mar	Apr	Jan	Feb	Mar	Apr
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
May	Jun	Jul	Aug	May	Jun	Jul	Aug
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sep	Oct	Nov	Dec	Sep	Oct	Nov	Dec
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Summary

Accounts

Collections

Inquiries

Public Records

Credit Score

Re: Cavalry SPV I, LLC
A/C #21493248
Citi Ending in #0080
File #1007051

I am in receipt of your letter dated November 13, 2020 regarding the above referenced alleged account (copy attached). Please be advised I hereby dispute the validity of this alleged debt, as well as any and all other alleged debts and/or account numbers of Cavalry with the term validity encompassing any asserted legal ground to collection, nature of the alleged debt and delineated amount. It is my position I do not owe Calvalry any amount, or stated alternatively, the amount of ZERO.

Evan Gutman

7019 0700 0001 6463 4080

U.S. Postal Service™
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Domestic Mail Only

For delivery information, visit our website at www.usps.com™.

OFFICIAL USE

Miami, FL 33173

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.10

Sent To HAYT HAYT & LANDA P.L.

Street and Apt. No. or PO Box No. 7165 SW 87th Avenue STE 101

City, State ZIP+4® MIAMI FL 33173

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

0230 05

Postmark Here

11/27/2020

Evan Gutman
1675 NW 4th Avenue, #511
Boca Raton, FL 33432
561-990-7440

November 27, 2020

Cavalry
PO Box 27288
Tempe, Arizona 85285

Re: Cavalry SPV I, LLC
A/C #21493562
Citi Ending in #8431

To Whom It May Concern:

Please be advised I hereby dispute the validity of any and all alleged debts asserted as owed to Cavalry, including but not limited to the above referenced account numbers. The term validity encompasses any asserted legal ground to collection, nature of the alleged debt and amount asserted as owed. It is my position I do not owe Cavalry any amounts on any alleged accounts, or stated alternatively, the amount of ZERO.

Very truly yours,

Evan Gutman

Evan Gutman
1675 NW 4th Avenue, #511
Boca Raton, FL 33432
561-990-7440

November 27, 2020

Cavalry
PO Box 27288
Tempe, Arizona 85285

Re: Cavalry SPV I, LLC
A/C #21493248
Citi Ending in #0080

To Whom It May Concern:

Please be advised I hereby dispute the validity of any and all alleged debts asserted as owed to Cavalry, including but not limited to the above referenced account numbers. The term validity encompasses any asserted legal ground to collection, nature of the alleged debt and amount asserted as owed. It is my position I do not owe Cavalry any amounts on any alleged accounts, or stated alternatively, the amount of ZERO.

Very truly yours,

Evan Gutman

EXHIBIT 18(c)

Evan Gutman
1675 NW 4th Avenue, #511
Boca Raton, FL 33432
561-990-7440

November 27, 2020

Cavalry
500 Summit Lake Drive, Suite 400
Valhalla, NY 10595-1340

Re: Cavalry SPV I, LLC
A/C #21493562
Citi Ending in #8431

To Whom It May Concern:

Please be advised I hereby dispute the validity of any and all alleged debts asserted as owed to Cavalry, including but not limited to the above referenced account numbers. The term validity encompasses any asserted legal ground to collection, nature of the alleged debt and amount asserted as owed. It is my position I do not owe Cavalry any amounts on any alleged accounts, or stated alternatively, the amount of ZERO.

Very truly yours,

Evan Gutman

2020 0090 0000 8999 5392

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
Valhalla, NY 10595	
OFFICIAL USE	
Certified Mail Fee \$3.55	0230 05
Extra Services & Fees (check box, add fee as appropriate)	Postmark Here
<input type="checkbox"/> Return Receipt (hardcopy) \$0.00	11/27/2020
<input type="checkbox"/> Return Receipt (electronic) \$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery \$0.00	
<input type="checkbox"/> Adult Signature Required \$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery \$0.00	
Postage \$0.55	
Total Postage and Fees \$4.10	
Sent To CAVALRY	
Street and Apt. No., or PO Box No. 500 SUMMIT LAKE DRIVE, STE 400	
City, State, ZIP+4® VALHALLA, NY 10595-1340	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

Evan Gutman
1675 NW 4th Avenue, #511
Boca Raton, FL 33432
561-990-7440

November 27, 2020

Cavalry
500 Summit Lake Drive, Suite 400
Valhalla, NY 10595-1340

Re: Cavalry SPV I, LLC
A/C #21493248
Citi Ending in #0080

To Whom It May Concern:

Please be advised I hereby dispute the validity of any and all alleged debts asserted as owed to Cavalry, including but not limited to the above referenced account numbers. The term validity encompasses any asserted legal ground to collection, nature of the alleged debt and amount asserted as owed. It is my position I do not owe Cavalry any amounts on any alleged accounts, or stated alternatively, the amount of ZERO.

Very truly yours,

Evan Gutman

PO Box 520
Valhalla, NY 10595

December 01, 2020

Evan Gutman
1675 Nw 4th Ave Apt 511
Boca Raton, FL 33432-3505



Phone (866) 434-2995

www.cavps.com

RE: Original Institution:	Citibank, N.A.
Original Account No.:	5466160401058431
Cavalry Reference No.:	21493562
Current Creditor:	Cavalry SPV I, LLC
Open Date:	May 12, 2011
Charge Off Date:	July 03, 2019
Principal Due:	\$10542.21
Charges or Fees:	\$0.00
Amount of Debt Owed:	\$10542.21

Dear Evan Gutman:

Per your request, please find enclosed the verification of your debt. Your account is now subject to resumption of collection efforts.

You may contact us at 1-800-724-1757 from 9:00am to 5:00pm, Eastern time, Monday through Friday.

Thank you for giving us the opportunity to address your concerns.

Sincerely,

Customer Relations Department

Cavalry Portfolio Services, LLC

Any difference between the amount shown on the enclosed document(s), and the amount stated at the top of this letter as Amount of Debt Owed, is due to the application of credits to your account prior to the date of this letter.

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR. SEE REVERSE SIDE FOR ADDITIONAL IMPORTANT INFORMATION CONCERNING YOUR RIGHTS.



PO Box 520
Valhalla, NY 10595

Phone: (866) 434-2995

www.cavps.com



December 1, 2020

RE: Original Institution:
Original Account No.:
Cavalry Account No.:
Current Creditor:

Citibank, N.A.
XXXXXXXXXXXX8431
21493562
Cavalry SPV I, LLC



Evan Gutman
1675 Nw 4th Ave Apt 511
Boca Raton, FL 33432-3505

Dear Evan Gutman:

Cavalry is in receipt of a letter of dispute made pursuant to the Fair Credit Reporting Act ("FCRA") on the above-referenced account.

In acknowledgement of the dispute, we have requested that consumer reporting agencies report the account as disputed.

We have reviewed the dispute and find the dispute lacking in any specific facts or information which would allow us to conduct an investigation. Because the dispute alleges no specific information to form the basis for an investigation, we are unable to investigate the dispute pursuant to the FCRA.

Please provide us with the specific information that is being disputed and an explanation of the basis of the dispute.

We are treating the dispute letter as a request for validation under the FDCPA. We will write to you again within 15 days from the date of this letter.

If you have any questions, please contact us at 1-866-483-5139 from 9:00am to 5:00pm, Eastern Time, Monday through Friday.

Thank you for giving us the opportunity to address your concerns.

Sincerely,

Cavalry Portfolio Services, LLC

DISP1.LTR
CVN.WTD
886151
00003341
2 of 2



PO Box 520
Valhalla, NY 10595

Phone: (866) 434-2995

www.cavps.com



December 2, 2020

RE: Original Institution:	Citibank, N.A.
Original Account No.:	XXXXXXXXXXXX8431
Cavalry Account No.:	21493562
Current Creditor:	Cavalry SPV I, LLC



Evan Gutman
1675 Nw 4th Ave Apt 511
Boca Raton, FL 33432-3505

Dear Evan Gutman:

Cavalry is in receipt of a letter of dispute made pursuant to the Fair Credit Reporting Act ("FCRA") on the above-referenced account.

In acknowledgement of the dispute, we have requested that consumer reporting agencies report the account as disputed.

We have reviewed the dispute and find the dispute lacking in any specific facts or information which would allow us to conduct an investigation. Because the dispute alleges no specific information to form the basis for an investigation, we are unable to investigate the dispute pursuant to the FCRA.

Please provide us with the specific information that is being disputed and an explanation of the basis of the dispute

We are treating the dispute letter as a request for validation under the FDCPA. We will write to you again within 15 days from the date of this letter.

If you have any questions, please contact us at 1-866-483-5139 from 9:00am to 5:00pm, Eastern Time, Monday through Friday.

Thank you for giving us the opportunity to address your concerns.

Sincerely,

Cavalry Portfolio Services, LLC

PO Box 520
Valhalla, NY 10595



Phone: (866) 434-2995

www.cavps.com

RE: Original Institution:
Original Account No.:
Cavalry Account No.:
Current Creditor:

Citibank, N.A.
XXXXXXXXXXXX0080
21493248
Cavalry SPV I, LLC



December 2, 2020



Evan S Gutman
1675 Nw 4th Ave Apt 511
Boca Raton, FL 33432-3505

Dear Evan S Gutman:

Cavalry is in receipt of a letter of dispute made pursuant to the Fair Credit Reporting Act ("FCRA") on the above-referenced account. Our records indicate the account is presently placed with a law firm. Thus, this notice is for the limited purpose of responding to the dispute.

In acknowledgement of the dispute, we have requested that consumer reporting agencies report the account as disputed.

We have reviewed the dispute and find the dispute lacking in any specific facts or information which would allow us to conduct an investigation. Because the dispute alleges no specific information to form the basis for an investigation, we are unable to investigate the dispute pursuant to the FCRA.

Please provide us with the specific information that is being disputed and an explanation of the basis of the dispute.

Thank you for giving us the opportunity to address your concerns.

Sincerely,

Cavalry Portfolio Services, LLC



PO Box 520
Valhalla, NY 10595

Phone: (866) 434-2995

www.cavps.com



December 3, 2020

RE: Original Institution:
Original Account No.:
Cavalry Account No.:
Current Creditor:

Citibank, N.A.
XXXXXXXXXXXX0080
21493248
Cavalry SPV I, LLC



Evan S Gutman
1675 Nw 4th Ave Apt 511
Boca Raton, FL 33432-3505

Dear Evan S Gutman:

Cavalry is in receipt of a letter of dispute made pursuant to the Fair Credit Reporting Act ("FCRA") on the above-referenced account. Our records indicate the account is presently placed with a law firm. Thus, this notice is for the limited purpose of responding to the dispute.

In acknowledgement of the dispute, we have requested that consumer reporting agencies report the account as disputed.

We have reviewed the dispute and find the dispute lacking in any specific facts or information which would allow us to conduct an investigation. Because the dispute alleges no specific information to form the basis for an investigation, we are unable to investigate the dispute pursuant to the FCRA.

Please provide us with the specific information that is being disputed and an explanation of the basis of the dispute.

Thank you for giving us the opportunity to address your concerns.

Sincerely,

Cavalry Portfolio Services, LLC

Dana M. Stern*
Jason S. Dragutsky*
Robert J. Orovitz* **
Jennifer Cruz Mesa*
Jonathan D. Stern*
Ralph Breeden, III**
Shenika L. Lee**
Alexandria Veasley**

Licensed in Florida *
Licensed in Georgia **

Law Offices Of
HAYT, HAYT & LANDAU, P.L.

GALLOWAY PROFESSIONAL PARK
7765 S.W. 87TH AVENUE
SUITE 101
MIAMI, FLORIDA 33173
TELEPHONE (305) 661-6660
TOLL FREE (877) 474-0834
FACSIMILE (305) 412-3242
January 5, 2021

EXHIBIT 24(a)

EMANUEL HAYT (1929- 1983)
LILLIAN R. HAYT (1928- 1963)
BERNARD D. LANDAU (1930- 2005)

EVAN S GUTMAN
1675 NW 4TH AVE APT 511
BOCA RATON, FL 33432-3505

RE: Current Creditor: CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A.
Original Creditor: CITIBANK, N.A.
Account Number: XXXXXXXXXXXXXXX0080
Customer: EVAN S GUTMAN
File Number: 1007051

Dear Evan S Gutman:

Pursuant to your request, please find enclosed documentation verifying the debt owed to Cavalry SPV I, LLC, as assignee of Citibank, N.A..

If you have any questions or wish to discuss this matter in further detail, please feel free to contact me.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Very truly yours,

HAYT, HAYT & LANDAU, P.L.

By: _____

Jason S.
Dragutsky
Jason S. Dragutsky

EXHIBIT 24(b)

Contract ID: CV8MUMAA021819
Document ID: CV8MUMAA091019C13
Document ID: 090319CV1MU1NBA1

Exhibit 1

The individual Accounts transferred are described in the final electronic file and delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

Lot	Sale ID	# of Accounts	Sale Balance	Cut-Off Date
Brands C&D No POA	090319CV1MU1NB			09/03/2019

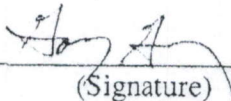
Contract ID: CV8MUMAA021819
Document ID: CV8MUMAA091019C13
Document ID: 090319CV1MU1NBB1

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT dated September 13, 2019, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 5800 South Corporate Place, Sioux Falls, SD 57108 (the "Bank") to Cavalry SPV I, LLC, organized under the laws of the State of Delaware, with its headquarters/principal place of business at 500 Summit Lake Drive, Suite 400, Valhalla, NY 10595.

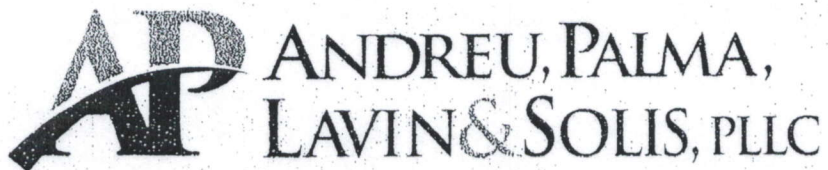
For value received and subject to the terms and conditions of the Master Purchase and Sale Agreement dated February 18, 2019 and Addendum No 13 dated September 10, 2019, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts described in Exhibit 1 to the Addendum and the final electronic file.

Citibank, N.A.

By: 
(Signature)

Name: Gary Gold

Title: Authorized Party



Evan Gutman
1675 NW 4th Ave Apt 511
Boca Raton FL 33432-3505

ACCOUNT DETAILS:

Firm File Number:

2102000251

Original Creditor:

Citibank, N.A.

Original Creditor Account Number:

XXXXXXXXXXXX8431

Current Creditor:

**CAVALRY SPV I, LLC, AS ASSIGNEE OF
CITIBANK, N.A.**

Balance Due:

\$10,542.21

DEMAND LETTER

DATE: February 1, 2021

Dear **Evan Gutman**,

Please be advised that our law firm represents **CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A.** who has purchased your account, previously with **Citibank, N.A.**. Our client has placed your account with our office to collect your past due balance of **\$10,542.21**.

Unless you dispute the validity of this debt, or any portion thereof within 30 days of receipt of this notice, we will assume that the debt is valid. If you notify us in writing within the 30-day period, that the debt or any portion thereof, is disputed, we will obtain and then mail you verification of the debt or a copy of a judgment, if one has been entered. If you request in writing within 30 days after receiving this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.

All payments are to be mailed to this office. Make any check payable to **Andreu, Palma, Lavin & Solis Trust Account**. Our firm's file number (**2102000251**) should be included on all checks and correspondence to ensure proper handling and credit to the above referenced account.

ATTORNEYS:

Juan G. Andreu, Esq.

*Licensed in FL

Sharon Walker, Esq.

*Licensed in FL & GA

Giancarlo Olano-Lavergne, Esq.

*Licensed in FL & PR

Kristina Moehle, Esq.

*Licensed in FL, NJ & NY

Connell A. Loftus, Esq.

*Licensed in VA & DC

** Of Counsel

OFFICE ADDRESS:

887 DONALD ROSS RD
JUNO BEACH, FL 33408

p. (877) 229-5972

f. (800) 391-2178

email:

HELP@AndreuPalma.com

**Agents of the firm speak
English and Spanish

Feel free to contact our Law Firm to discuss the account:

here. "the opposing party fails to present such evidence, summary judgment may be entered in favor of the moving party." *Id.*

4. If it appears to the trial court that an asserted claim is without merit under law and nothing could be accomplished by submitting immaterial issues to a jury, then a Summary Judgment should be granted. See, Reflex, N.V. vs. Umet Trust, 336 So.2d 473 (Fla. 3d DCA 1976), Connolly vs. Sebco, Inc., 89 So.2d 482 (Fla. 1956), wherein the Court held that merepaper issues will not avoid a Summary Judgment when Plaintiff states a cause of action and Defendant (s) is/are unable to rebut the allegations contained therein. While Defendant raised a number of affirmative defenses, they fail as a matter of law and are further unsupported by evidence that would be admissible at trial. The defenses simply contain "buz words" of defenses but are devoid of facts. Further, the claim that this account was disputed in a timely manner is untrue and there will be no competent evidence filed to support this defense.

5. Therefore, it is Plaintiff's position that there are no genuine issues as to any material fact and Plaintiff is entitled to a Judgment as a matter of law based upon the pleading on file herein.

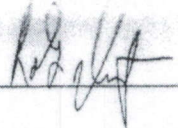
WHEREFORE, Plaintiff respectfully requests that this Court enter a Summary Judgment in its favor and against Defendant(s) EVAN S GUTMAN in the principal sum of \$13,084.23 and court costs.

8 CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion for Summary Judgment was mailed on this 8 day of April, 2022 to: EVAN S GUTMAN 1675 NW 4TH AVE APT 511 BOCA RATON FL 33432-3505.

HAYT, HAYT & LANDAU, P.L.
7765 S.W. 87 Avenue, Suite 101 Miami, Florida
33173
(305) 661-6660

Robert J. Orovitz
FL Bar# 501379



BY:

Dana M. Stern, Esq., FBN: 37092
Jason S. Dragutsky, Esq., FBN: 757551
Jennifer Cruz Mesa, Esq., FBN: 94459
Robert J. Orovitz, Esq., FBN: 501379
ESERVICE@HAYTFLA.COM

File #1007051

Please understand that this is an attempt to collect a debt and any information we obtain will be used for that purpose.

EXHIBIT 27

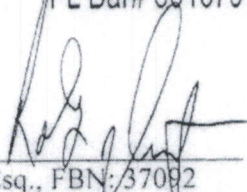
14. Admit that you do not have a contractual relationship with Plaintiff.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by mail
to: EVAN S GUTMAN 1675 NW 4TH AVE APT 511 BOCA RATON FL 33432-3505 on this 8
8 day of April, 2022.

HAYT, HAYT & LANDAU, P.L.
Attorneys for Plaintiff
7765 S.W. 87 Avenue, Suite 101
Miami, FL 33173
(305) 661-6660

Robert J. Orovitz
FL Bar# 501379

BY: 
Dana M. Stern, Esq., FBN: 37092
Jason S. Dragutsky, Esq., FBN: 757551
Jennifer Cruz Mesa, Esq., FBN: 94459
Robert J. Orovitz, Esq., FBN: 501379
ESERVICE@HAYTFLA.COM

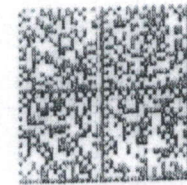
Our File No.: 1007051

Please understand that this is an attempt to collect a debt and any information we obtain will be
used for that purpose.

LAW OFFICES OF
HAYT, HAYT & LANDAU, P.L.
7765 S.W. 87th Avenue
Suite 101
Miami, Florida 33173

ADDRESS CORRECTION REQUESTED

quadrant
FIRST-CLASS MAIL
IMI
\$000.93
04/12/2022 ZIP 33173
043M3122260



US POSTAGE

EVAN S GUTMAN
1675 NW 4TH AVE APT 511
BOCA RATON, FL 33432-3505

334323505 0415