

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

vs

EVAN S GUTMAN

Defendant

CASE NUMBER:

50-2021-CC-000114-XXXX-MB

**DEFENDANT'S
ANSWER**

ANSWER

I, Evan Gutman, CPA, JD, Defendant, Pro Se Answer the Complaint as follows:

1. Defendant lacks sufficient information to Admit or Deny Paragraph (1) based upon his Counterclaim filed concurrently. The counterclaim may likely result in Plaintiff being liable for damages to Defendant in an amount exceeding \$ 30,000.00, which Defendant understands is the jurisdictional limit of this Court.
2. Defendant Admits Paragraph (2).
3. Defendant Denies Paragraph (3),
4. Defendant lacks sufficient knowledge to Admit or Deny Paragraph (4), as no legal document of assignment is attached to the complaint which therefore is not in compliance with FRCP 1.130; Defendant has not seen a legal document of assignment that identifies the subject account; and Defendant is unable to speak regarding the actions of Citibank, the alleged assignor.
5. Defendant Admits Paragraph (5) in part, to the extent Defendant and Citibank, N.A., who is not a party in this action, had business transactions between them. Defendant Denies Paragraph (5) to the extent it falsely contends they agreed to the resulting balance.
6. Defendant Denies Paragraph (6).
7. Defendant Denies Paragraph (7).
8. Plaintiff's attempt to collect amounts from Defendant based upon a claim of "Account Stated" constitutes illegal conduct including but not limited to Unfair and Deceptive Acts and Practices, as set forth in Affirmative Defenses below and

Defendant's Counterclaim filed concurrently. An "Account Stated" legal claim is predicated upon an agreement between the parties as to the balance due and a Defendant's failure to object to the alleged debt. Plaintiff has actual knowledge Defendant expressly objected in writing as shown by Exhibits 1-3 herein. Those exhibits show Defendant sent multiple letters to Plaintiff and Plaintiff's Counsel expressly stating he disputed the alleged debt. Additionally, as shown by Exhibit 4, Defendant sent a letter to Counsel of Citibank, on August 28, 2019, (prior to any alleged assignment to Plaintiff) expressly stating he disputed the alleged account debt. Citibank Counsel acknowledged receipt of the letter as shown by Exhibit 4. Defendant expressly utilized the term "validity" in his letters thereby indicating his position was the amount due was "**ZERO**" and not the amount claimed by Plaintiff.

9. Plaintiff expressly acknowledged in writing their receipt of Defendant's letters disputing the debt. Additionally, Plaintiff themselves reported the alleged debt as disputed, rather than agreed upon, upon receipt of Defendant's letters. (See Exhibit 1).
10. Plaintiffs Complaint fails to state a cause of action for reasons including but not limited to the fact, Plaintiff failed to present a prima facie case for an "Account Stated" claim and also did not comply with the requisites of FRCP 1.130.
11. Plaintiff and Defendant never engaged in business transactions with each other and have had no prior business relationship.
12. No privity exists between Plaintiff and Defendant.
13. Plaintiff, as an alleged assignee, may not assert Citibank's rights in an "Account Stated" action, for reasons including but not limited to the lack of any prior business relationship or business transactions between Plaintiff and Defendant.
14. Plaintiff, as an alleged assignee, may not legally contend business transactions between Citibank and Defendant overcomes the NONEXISTENCE of a prior business relationship or business transactions between Plaintiff and Defendant.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Unfair and Deceptive Business Acts and Practice)

1. Defendant realleges Paragraphs (1) - (14) set forth in his Answer above.
2. Plaintiff engaged in Unfair and Deceptive Business Acts and Practices by pursuing collection efforts and asserting a claim against Defendant based upon an assertion of "Account Stated."

SECOND AFFIRMATIVE DEFENSE

(Unclean Hands)

1. Defendant realleges Paragraphs (1) - (14) set forth in his Answer above.
2. Plaintiff engaged in acts constituting Unclean Hands by pursuing collection efforts and asserting claims against Defendant based upon an assertion of "Account Stated."

THIRD AFFIRMATIVE DEFENSE

(Negligence)

1. Defendant realleges Paragraphs (1) - (14) set forth in his Answer above.
2. Plaintiff engaged in acts constituting Negligence by pursuing collection efforts and asserting claims against Defendant based upon "Account Stated."

FOURTH AFFIRMATIVE DEFENSE

(Gross Negligence)

1. Defendant realleges Paragraphs (1) - (14) set forth in his Answer above.
2. Plaintiff engaged in acts constituting Gross Negligence by pursuing collection efforts against Defendant based upon an assertion of "Account Stated."

**FIFTH AFFIRMATIVE DEFENSE
(Violation of Fl. Stat. 559.72 (9))
(Florida Consumer Collection Practices Act)**

1. Defendant realleges Paragraphs (1) - (14) set forth in his Answer above.
2. The actions of Plaintiff and particularly Plaintiff'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."**

**SIXTH AFFIRMATIVE DEFENSE
(Violation of Florida State Bar Rule of Professional Conduct 4 -3.3(a))**

1. Defendant realleges Paragraphs (1) - (14) set forth in his Answer above.
2. The actions of Plaintiff's Counsel, the law firm of Hayt, Hayt & Landau, P.L. violate Florida State Bar Rule 4-3.3(a) requiring Candor to the Tribunal. Plaintiff's Counsel knowingly advanced legal claims regarding Defendant, even though said Counsel is fully aware such meritless claims are based upon false statements of law and fact.

**SEVENTH AFFIRMATIVE DEFENSE
(Violation of Florida State Bar Rule of Professional Conduct 4 -1.3)**

1. Defendant realleges Paragraphs (1) - (14) set forth in his Answer above.
2. Plaintiff's Legal Counsel, Hayt, Hayt & Landau, P.L., violated Florida State Bar Rule 4 -1.3. Specifically, in the law firm's letter of November 13, 2020 (second page of Exhibit 3), **the law firm represented on law firm letterhead, that they were a "Law Office" representing the Plaintiff regarding the subject account.** The law firm then expressly stated (emphasis added):

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

One would be hard-pressed to find a more blatant violation of a State Bar rule than lawyers confessing in writing no attorney even reviewed the matter before legal representation was pursued. Rule 4-1.3 expressly requires a lawyer "shall act with reasonable diligence." Since the letter confesses no attorney even reviewed the matter, reasonable diligence was not performed. Had reasonable diligence been performed, Counsel would have known of all the letters disputing the alleged debt, and Plaintiff's letter admitting the existence of a dispute.

**EIGHTH AFFIRMATIVE DEFENSE
(Failure to State a Cause of Action)**

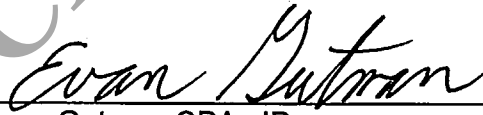
1. The Complaint fails to state a cause of action on grounds including but not limited to that it is not in compliance with FRCP 1.130, which requires attachment of all contracts and other documents on which an action may be brought. In this instance, Plaintiff has failed to attached required documents including but not limited to a document showing assignment of the alleged debt by Citibank, or the underlying contract related to the alleged Account Stated debt.

ADDITIONAL AFFIRMATIVE DEFENSES

1. Defendant realleges Paragraphs (1) - (14) set forth in his Answer above.
2. Defendant asserts the following additional Affirmative Defenses based on matters including, but not limited to those in Paragraphs (1) - (14) herein
 - a. Estoppel.
 - b. Statute of Limitations.

WHEREFORE, having fully answered Plaintiff's Complaint with specificity and definiteness, Defendant requests Plaintiff's Complaint be Dismissed With Prejudice, and the relief requested in Defendant's Counterclaim filed concurrently be granted.

Dated this 17th day of January, 2021.



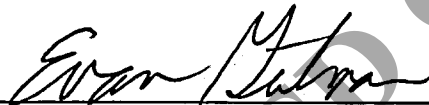
Evan Gutman CPA, JD
Member State Bar of Pennsylvania
Member District of Columbia Bar
Admitted to Bar of Federal Ninth Circuit Court of Appeals
Admitted to Bar of Federal Sixth Circuit Court of Appeals
Admitted to U.S. Tax Court Bar
Florida Certified Public Accountant
1675 NW 4th Avenue, #511
Boca Raton, FL 33432
561-990-7440

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 17th day of January, 2021 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 17th day of January, 2021.



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

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

EXHIBIT

1

NOT A CERTIFIED COPY

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.: XXXXXXXX [REDACTED]
Cavalry Account No.: [REDACTED]
Current Creditor: 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

NOT A CERTIFIED COPY

EXHIBIT

2

NOT A CERTIFIED COPY

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 # [REDACTED]
Citi Ending in # [REDACTED]

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 [REDACTED]
Citi Ending in # [REDACTED]

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

Re: Cavalry SPV I, LLC
A/C # [REDACTED]
Citi Ending in # [REDACTED]

To Whom It May Concern:

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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 [REDACTED]
Citi Ending in # [REDACTED]

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

7019 0700 0001 6463 4073

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com.

Valhalla, NY 10595

OFFICIAL USE

Certified Mail Fee	\$3.55	0230
Extra Services & Fees (check box, add fee as appropriate)	\$0.00	05
<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	11/27/2020

Postmark: Here

Sent To: CAVALRY
 Street and Apt. No., or P.O. Box No.: 500 SUMMIT LAKE DRIVE, SUITE 400
 City, State, ZIP+4: VALHALLA, NY 10595-1340

PS Form 3800, April 2015 PSN 7530-02-000-9000 See Reverse for Instructions

7020 0090 0000 8999 5392

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Valhalla, NY 10595

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<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	11/27/2020

Postmark: Here

Sent To: CAVALRY
 Street and Apt. No., or P.O. Box No.: 500 SUMMIT LAKE DRIVE, STE. 400
 City, State, ZIP+4: VALHALLA, NY 10595-1340

PS Form 3800, April 2015 PSN 7530-02-000-9000 See Reverse for Instructions

7019 0700 0001 6463 4077

U.S. Postal Service
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For delivery information, visit our website at www.usps.com.

Tempe, AZ 85285

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Certified Mail Fee	\$3.55	0230
Extra Services & Fees (check box, add fee as appropriate)	\$0.00	05
<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	11/27/2020

Postmark: Here

Sent To: CAVALRY
 Street and Apt. No., or P.O. Box No.: PO BOX 27288
 City, State, ZIP+4: TEMPE, AZ 85285

PS Form 3800, April 2015 PSN 7530-02-000-9000 See Reverse for Instructions

7016 0360 0002 2453 6580

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com.

Tempe, AZ 85285

OFFICIAL USE

Certified Mail Fee	\$3.55	0230
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Postmark: Here

Sent To: CAVALRY
 Street and Apt. No., or P.O. Box No.: PO BOX 27288
 City, State, ZIP+4: TEMPE, AZ 85285

PS Form 3800, April 2015 PSN 7530-02-000-9000 See Reverse for Instructions

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Tracking Number: 70190700000164634097

[Remove X](#)

Your item was picked up at a postal facility at 6:49 am on November 30, 2020 in TEMPE, AZ 85285.

Delivered

November 30, 2020 at 6:49 am
Delivered, Individual Picked Up at Postal Facility
TEMPE, AZ 85285

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[Tracking History](#) v

[Product Information](#) v

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Tracking Number: 70190700000164634073

[Remove X](#)

Your item was delivered at 9:23 am on November 30, 2020 in VALHALLA, NY 10595.

Delivered

November 30, 2020 at 9:23 am
Delivered
VALHALLA, NY 10595

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Tracking Number: 70200090000089995392

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Your item was delivered at 9:23 am on November 30, 2020 in VALHALLA, NY 10595.

Delivered

November 30, 2020 at 9:23 am
Delivered
VALHALLA, NY 10595

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[Tracking History](#)



[Product Information](#)



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Tracking Number: 70180360000224536580

[Remove X](#)

Your item was picked up at a postal facility at 6:19 am on December 1, 2020 in TEMPE, AZ 85285.

Delivered

December 1, 2020 at 6:19 am
Delivered, Individual Picked Up at Postal Facility
TEMPE, AZ 85285

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Feedback

- [Text & Email Updates](#) v
- [Tracking History](#) v
- [Product Information](#) v

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Go to our [FAQs](#) section to find answers to your tracking questions.

[FAQs](#)

EXHIBIT

3

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

November 27, 2020

Hayt, Hayt & Landau, P.L.
7765 S.W. 87th Avenue, Suite 101
Miami, FL 33173

Re: Cavalry SPV I, LLC
A/C [REDACTED]
Citi Ending in # [REDACTED]
File #1007051

To Whom It May Concern:

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.

Very truly yours,

Evan Gutman

7014 0700 0000 4463 4080

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For delivery information visit our website at www.usps.com	
MI 0711, FL 33173	
OFFICIAL USE	
Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<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
0230 05 Postmark Here 11/27/2020	
Sent To <u>HAYT HAYT & LANDAU, P.L.</u>	
Street and Apt. No. or PO Box No. <u>7765 SW. 87th Avenue, Ste 101</u>	
City, State, ZIP+4® <u>MIAMI, FL 33173</u>	
PS Form 3800, April 2014 PSN 7530-02-000-9017 See Reverse for Instructions	

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

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: [REDACTED]
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.

EXHIBIT

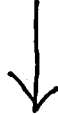
4

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

August 28, 2019

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



Re: Citibank Accounts Ending In # [REDACTED]; [REDACTED]

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 # [REDACTED]; but also ending in [REDACTED] and # [REDACTED]. 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

Facsimile
(904) 425-0906

May 21, 2020

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

Client: Citibank, N.A.
Account No.: [REDACTED] Brand Name: CITI MASTERCARD
Balance: \$11,292.15
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.frm AJH

Enclosures: