

THIS IS A CONSUMER CREDIT TRANSACTIONSTATE OF NEW YORK
SUPREME COURT

COUNTY OF KINGS

Cavalry SPV I, LLC

Plaintiff,

SUMMONS

-against-

Index No.:

Date Filed:

Muhammad Waliullah
714 Foster Ave Apt A3
Brooklyn NY 11230-1334

Defendant(s).

TO THE ABOVE-NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to appear and answer the Verified Complaint annexed hereto by serving a copy of your Answer on Plaintiff's attorneys within twenty (20) days after service of this Summons, exclusive of the date of service (or within thirty (30) days after service is complete if this Summons is not personally delivered to you in New York State) and in case of your failure to appear or answer, Judgment will be taken against you by default for the amount of money demanded in the annexed Verified Complaint.

Dated: April 25, 2023

GIRVIN & FERLAZZO, P.C.

By: Christopher P. Langlois, Esq.
Attorneys for Plaintiff
Office and P.O. Address
P. O. Box 11623
Albany, New York 12211
(877) 814-6976

The basis of venue designated above is that Defendant(s) reside(s) in the County of Kings.

STATE OF NEW YORK
SUPREME COURT

COUNTY OF KINGS

Cavalry SPV I, LLC

Plaintiff

**VERIFIED
COMPLAINT**

-against-

Index No.:
Dated Filed:

Muhammad Waliullah
714 Foster Ave Apt A3
Brooklyn NY 11230-1334

Defendant.

Plaintiff Cavalry SPV I, LLC by and through its attorneys, Girvin & Ferlazzo, P.C., sets for the following as and for its Verified Complaint against the Defendant:

FIRST CAUSE OF ACTION (BREACH OF CONTRACT)

1. Plaintiff Cavalry SPV I, LLC is a foreign limited liability company duly organized and existing under the laws of the State of Delaware, and is duly registered to do business in the State of New York.
2. At all times relevant herein, Plaintiff Cavalry SPV I, LLC was duly licensed by the New York State Department of Consumer Affairs (License No, 1327348), and has been continuously so licensed since 2009.
3. Defendant applied for and was granted a credit account by Plaintiff's predecessor-in interest, original creditor Department Stores National Bank/Macy's, designated and assigned Account No. *****9796.
4. Defendant made charges, and/or took cash advances, and/or otherwise borrowed against the credit account, resulting in an outstanding account balance of \$3,241.85 as of April 25, 2023.

5. Defendant failed to timely make one or more monthly payments toward the outstanding balance, as required under the terms and conditions governing said credit account, and is in default of said credit agreement.

6. Despite written demand, Defendant has failed, refused, or neglected to make full payment of the balance due and owing in connection with the credit account.

7. The date of the last payment on the account was June 16, 2020 and the amount of the last payment was \$77.84. The account balance printed on the most recent monthly statement recording a pre charge-off purchase transaction, last payment, or balance transfer is shown on the monthly statement attached here as Exhibit "A"

8. The credit account was charged-off by original creditor Department Stores National Bank/Macy's on January 21, 2021. A true and accurate copy of the charge-off statement is attached hereto as Exhibit "B".

9. The subject credit account was a revolving credit account. An itemization of the amount sought is as follows: (i) the total amount of the debt due as of the charge-off was \$3,241.85; (ii) the total amount of interest accrued since charge-off is \$0.00; (iii) the amount of non-interest charges or fees accrued since charge-off is \$0.00; and (iv) the total amount of payments and /or credits made on the debt since charge-off is \$.00

10. Plaintiff is the owner of all right, title, and interest in the subject credit account pursuant to an Assignment and/or Bill of Sale entered into with the original creditor, Department Stores National Bank/Macy's , dated December 22, 2022, and there were no previous owners of the subject credit account prior to the sale and/or assignment of the debtor to Plaintiff. The amount due at the time of sale or assignment of the debt by the original creditor to Plaintiff was \$3,241.85.

11. By reason of the foregoing, Defendant is indebted to the Plaintiff in the amount of \$3,241.85.

SECOND CAUSE OF ACTION (ACCOUNT STATED)

12. The allegations contained in Paragraphs "1" through "11" of the First Count are incorporated by reference.

13. Periodic account statements setting forth charges and amounts due on the credit account were transmitted to Defendant. The date on or about which the final statement of account was provided to Defendant was January 21, 2021.

14. Defendant received and retained said periodic account statements for an unreasonable period of time without protest or objection.

15. Defendant has failed, refused, or neglected to make full payment of the balance due and owing in connection with the credit account as represented on the account statements.

16. Pursuant to the account statements sent to Defendant, Defendant is indebted to the Plaintiff in the amount of \$3,241.85.

WHEREFORE, Plaintiff Cavalry SPV I, LLC demands that Judgment be entered herein against the named Defendant in the amount of \$3,241.85, together with the costs and disbursements of the action.

Dated: April 25, 2023

GIRVIN & FERLAZZO, P.C.
Attorneys for Plaintiff

By:



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