

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

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CAVALRY SPV I, LLC

SUMMONS

Plaintiffs,
-against-

Plaintiff designates
Westchester County as the
venue for trial.

RIVERWALK HOLDINGS, LTD.

Defendant.
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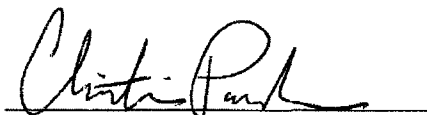
The basis of the venue is
plaintiffs' place of business

Index No.:
Date Filed:

To the above named Defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if the summons is not personally delivered to you within the State of New York); and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Valhalla, New York
October 10, 2011



Christian K. Parker, Esq.

TO:

RIVERWALK HOLDINGS, LTD.
1132 Glade Road
Colleyville, TX 76034

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

CAVALRY SPV I, LLC

Plaintiff,

-against-

COMPLAINT

RIVERWALK HOLDINGS, LTD.

Index No:

Defendant.

CAVALRY SPV I, LLC, by and through its attorney, CHRISTIAN K. PARKER, ESQ., as and for its Complaint alleges as follows:

VENUE AND JURISDICTION

1. At all times hereinafter mentioned, the Plaintiff, CAVALRY SPV I, LLC (*hereinafter "CAVALRY"*), was and is a limited liability company organized in the State of Delaware and is authorized to do business in the State of New York.
2. The Defendant, RIVERWALK HOLDINGS, LTD (*hereinafter "RIVERWALK"*) was and is a limited partnership organized in the State of Texas.
3. Venue is proper pursuant to Section 503(c) of the Civil Practice Law and Rules, as the Plaintiff has its principal offices in Westchester County.

FACTUAL ALLEGATIONS

4. On or about September 30, 2009, CAVALRY entered into a Credit Card Account Purchase Agreement with RIVERWALK (*hereinafter referred to as "Purchase Agreement 1"*), to purchase charged-off credit card accounts.
5. On or about October 29, 2009, CAVALRY entered into a Credit Card Account Purchase Agreement with RIVERWALK (*hereinafter referred to as "Purchase Agreement 2"*), to purchase charged-off credit card accounts.
6. On or about November 16, 2009, CAVALRY entered into a Credit Card Account Purchase Agreement with RIVERWALK (*hereinafter referred to as "Purchase Agreement 3"*), to purchase charged-off credit card accounts.

7. On or about July 9, 2010, CAVALRY entered into a Credit Card Account Purchase Agreement with RIVERWALK (*hereinafter referred to as "Purchase Agreement 4"*), to purchase charged-off credit card accounts.

8. At various times prior to the sale of the accounts from RIVERWALK to CAVALRY, RIVERWALK acquired the accounts from Chase Bank USA, N.A. and Washington Mutual Bank.

9. Included in the terms of Purchase Agreements 1, 2, 3 and 4 (*collectively referred to as "the Purchase Agreements"*), upon written request of CAVALRY for a period of two (2) years from the closing date of the relevant Purchase Agreement, RIVERWALK is contractually obligated to provide CAVALRY with account-specific documentation.

10. Pursuant to Section 6(d) of Purchase Agreements 1, 2 and 3, RIVERWALK was to provide digitized account statements up to eighteen (18) months for each Charged Off Account within forty-five (45) calendar days after the date of this Agreement.

11. RIVERWALK acknowledged in the Purchase Agreements that the aforesaid terms concerning account documentation was a material term of Purchase Agreements.

12. CAVALRY has made numerous requests for account documentation pursuant to the terms of the Purchase Agreements. RIVERWALK has failed to provide some of the requested account documentation.

13. In addition to the foregoing, upon the request of CAVALRY, RIVERWALK is obligated to provide CAVALRY with any affidavits required by law for the maintenance and prosecution of litigation.

14. RIVERWALK has failed to provide the requested affidavits.

15. In addition to the foregoing, pursuant to Section 14 of the Purchase Agreements, RIVERWALK must remit to Cavalry any payments it receives on the accounts within sixty (60) days of receipt.

16. Upon information and belief, RIVERWALK has received payments from the original creditor for accounts purchased.

17. RIVERWALK has failed to remit those payments received to CAVALRY.

**AS AND FOR A FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT
AGAINST DEFENDANT RIVERWALK FOR FAILURE TO PROVIDE ACCOUNT
DOCUMENTS AND AFFIDAVITS**

18. CAVALRY repeats and realleges the allegations above as if fully set forth herein.

19. The Purchase Agreements constitute valid, enforceable, and binding agreements between the parties.

20. CAVALRY performed all necessary conditions precedent pursuant to the Agreement.

21. RIVERWALK has breached the Purchase Agreements in failing to provide account documentation and affidavits as aforesaid.

22. The lack of account documentation has impaired the value of the accounts to CAVALRY.

23. By reason of the foregoing, CAVALRY has been substantially damaged in an amount to be determined at the time of trial.

AS AND FOR A SECOND CAUSE OF ACTION FOR BREACH OF CONTRACT AGAINST DEFENDANT RIVERWALK FOR FAILURE TO REMIT PAYMENTS

23. CAVALRY repeats and realleges the allegations above as if fully set forth herein.

24. RIVERWALK has breached the Purchase Agreements in failing to remit payments as aforesaid.

23. By reason of the foregoing, CAVALRY has been substantially damaged in an amount to be determined at the time of trial.

AS AND FOR A THIRD CAUSE OF ACTION FOR BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING AGAINST DEFENDANT RIVERWALK

24. CAVALRY repeats and realleges the allegations above as if fully set forth herein.

26. CAVALRY has made several good faith attempts over the past year through all available channels to resolve this matter with RIVERWALK to avoid litigation.

27. RIVERWALK owed CAVALRY an implied duty of good faith and fair dealing separate and independent of its duties and obligations under the express terms of the Purchase Agreements.

28. RIVERWALK breached its duty of good faith and fair dealing by failing to honor CAVALRY'S requests made pursuant to the terms of the Purchase Agreements.

29. Breach of the Purchase Agreements by RIVERWALK was wholly unsupportable and is incompatible with good faith and fair dealing.

30. Breach of the Purchase Agreement by RIVERWALK was willful, malicious, in bad faith and with knowledge that it would foreseeably result in damage to CAVALRY.

31. The actions taken by RIVERWALK were in violation of good faith and fair dealing and proximately resulted in damages to CAVALRY.

32. By reason of the foregoing, CAVALRY has been damaged in an amount to be determined at the time of trial.

WHEREFORE, Plaintiff demands judgment against the Defendant as follows:

- on the First Cause of Action, alleging breach of contract, in an amount to be determined at the time of trial;
- on the Second Cause of Action, alleging breach of the implied covenant of good faith and fair dealing, in an amount to be determined at the time of trial;
- awarding Plaintiffs interest, costs, and expenses as provided by law; and
- awarding such other and further relief as may be deemed just, proper and equitable.

Dated: Valhalla, New York
October 10, 2011


CHRISTIAN K. PARKER, ESQ.
Attorney for Plaintiff Cavalry SPV I, LLC
500 Summit Lake Drive, Suite 400
Valhalla, New York 10595
Phone: (914) 347-3440