

Rodney Lester Larson
13700 Valley View Road, Apt. 121
Eden Prairie, Minnesota 55344
Defendant in Pro Per

District Court, Fourth Judicial District
State of Minnesota, Hennepin County

Arrow Financial Services LLC

File Number: 233235

Plaintiff,

Vs.

Rodney Lester Larson

Defendant

Rodney Lester Larson hereby answers the complaint of Arrow Financial Services LLC for its self alone as follows and generally denies the allegations of the complaint based on lack of information and belief:

First Affirmative Defense

Rodney Lester Larson acknowledges that he is responsible for the debt to Sears Inc. for products and maintenance contracts purchased prior to May 2004 by the Defendant's ex-wife on the Defendant's Sears credit card account number **504-9948-01797-8323**. The Defendant also acknowledges that he owes accrued interest on the principal debt from that date. The Defendant also acknowledges that the Plaintiff is the current owner of this debt.

Second Affirmative Defense

Rodney Lester Larson has experienced financial hardship since the divorce from his wife in February, 2004. This event placed great pressure on the Defendant's resources for several reasons:

First, the Defendant found himself overextended in his credit due to family purchases as well as run-ups on his credit cards by his ex-wife prior to the divorce.

Second, the Defendant owed very little money to Sears prior to the ex-wife's sudden purchases of over \$6,000.00 of product from Sears. The total credit card debt to all sources by early 2004 was in excess of \$60,000.00.

Third, this incredible debt and the work requirement to be overseas during the divorce made it impossible for the Defendant to get adequate legal assistance in the divorce due to lack of time in the USA and money. As a result, the alimony and insurance costs of the divorce settlement are quite high.

Third Affirmative Defense

Even though the debt was quite high and the monthly payments taking most of the Defendant's income, the monthly bills were being paid until 2006. When the law changed requiring higher monthly payments on credit card debts, the Defendant could no longer pay all the monthly bills. The Defendant struggled to juggle all the payments until 2007, but finally found that continuing with this situation was impossible. The Defendant then investigated the possibility of Chapter 11 bankruptcy, but the Defendant preferred to use a debt settlement company to assist the Defendant in taking care of the debt outside of bankruptcy court. In April 2007, Rodney Lester Larson retained the company:

American Financial Service
9530 Hageman Road, Suite B #296
Bakersfield, California 93312
(949) 777-2396

The Defendant intends to settle all of the debt outstanding and is using American Financial Service to assist in these settlements. One-half of the total outstanding 2004 debt has been settled by American Financial to date. The Defendant remains committed to retiring all remaining debt in the next year.

The Defendant informed Sears of his retainer of American Financial Service to assist in the debt settlement in May of 2007. No response from Sears to either American Financial or the Defendant was received at that time. Only the normal monthly statements on the account continued to be mailed to the Defendant until late 2007.

The Defendant would like to resolve this debt outside of legal proceedings.

Wherefore, Defendant requests that:

1. Plaintiff takes nothing by way of his complaint: and
2. For Defendant's costs of suit.

Dated: May 13, 2009

Defendant in Pro Per

Rodney Lester Larson