

**UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE**

KIRA YOUNG, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

Chase Bank USA, N.A., JP Morgan Chase
Bank, N.A. and JP Morgan Chase & Co.,

Defendants.

CASE NO.

**CLASS ACTION
COMPLAINT**

**JURY TRIAL
DEMANDED**

Plaintiff, Kira Young, on behalf of herself and all others similarly situated, sues Defendants, Chase Bank USA, N.A., J.P. Morgan Chase Bank, N.A. (referred to collectively as “Chase”), and alleges:

INTRODUCTION

1. Plaintiff asserts this action pursuant to Fed. R. Civ. P. 23, on behalf of herself and all others similarly situated throughout the United States, for damages and other relief arising from Chase’s routine practice of charging interest on credit card accounts on transactions that are fully paid by the billing period due date.

2. Chase, like other major credit card companies, provides consumers an interest-free period, also called a grace period, to pay off new purchases; specifically, if new purchases are paid off in full by the payment deadline for the billing cycle in which they occur, there will be no interest assessed on such purchases. This grace period is promised to consumers in both their Chase Credit

Card Agreement and in the disclosures on the back of consumers' monthly statements. In reality, Chase routinely denies consumers the grace period on new purchases to which they are promised.

3. In fact, without informing accountholders, Chase's true policy is only to provide a grace period on new purchases for accountholders who have paid off their balances in full for *two* prior months. In other words, for all but a select group of accountholders who pay in full, Chase takes away the interest-free grace period on all purchases.

4. Indeed, when a consumer has not paid off her statement balance in full, Chase charges interest on all new purchases from the moment they are made (with no grace period) simply because other, prior purchases were not paid off in full. No reasonable consumer would expect this to be so and nowhere is the counterintuitive practice disclosed by Chase.

5. Plaintiff and other reasonable consumers understand the general rule that when making a purchase with a credit card, they will be hit with interest charges on purchase if they do not pay for those purchases, in full, by the next billing statement's due date.

6. Chase's credit card contracts affirm these commonsense understandings, but Chase's actual practice does not. Chase customers who pay off

new purchases, in full, in a given month are often shocked to find that they are still charged interest on those same purchases.

7. Chase affirmatively misrepresents and omits in its contracts with consumers that they may be forced to pay interest on new purchases that are paid in full by the statement payment deadline. Chase's contracts and disclosures state, and lead reasonable consumers like Plaintiff to believe, that consumers who pay off new purchases in full by the due date for the billing cycle will not be charged interest on such purchases.

8. Plaintiff and members of the class were improperly charged interest on amounts that were fully paid by the statement due date, contrary to their reasonable expectations and the express terms of Chase's contract with consumers.

9. This practice is not only a breach of contract, it is also unfair and deceptive.

10. Plaintiff and other Chase customers have been injured by Chase's practices. On behalf of themselves and the putative class, Plaintiff seeks damages and restitution for Chase's breach of contract. Additionally, Plaintiff seeks an injunction to prevent Chase from continuing to engage in its illegal practices.

PARTIES

11. Plaintiff, Kira Young, is a citizen and resident of Columbus, Ohio and has had a credit card with Chase at all times material hereto.

12. Defendant Chase Bank USA, N.A. is a federal bank incorporated under the laws of the State of Delaware. Chase is the second largest credit card issuer in the United States and has approximately \$131.23 billion in outstanding credit card loans to consumers.¹

13. Defendant JPMorgan Chase Bank, N.A. is a national association with its principal office located at 1111 Polaris Pkwy, Columbus, Ohio 43240.

14. Both Chase Bank USA, N.A. and JPMorgan Chase Bank, N.A. are wholly owned subsidiaries of JPMorgan Chase & Co., a massive financial services company principally located in the City and State of New York. JP Morgan Chase & Co. is incorporated in Delaware. Its New York headquarters is located at 270 Park Avenue, New York, NY.

JURISDICTION AND VENUE

15. This Court has original jurisdiction pursuant to the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because the aggregate claims of the putative class members exceed \$5 million, exclusive of interest and costs, and at least one of the members of the proposed class is a citizen of a different state than Chase.

¹ Robert Harrow, *Largest U.S. Credit Card Issuers: 2017 Market Share Report*, ValuePenguin (Jun. 27, 2017), <https://www.valuepenguin.com/largest-credit-card-issuers>.

16. This Court has personal jurisdiction over the Defendants because Chase Bank USA, N.A. is based in and incorporated in this District. Chase Bank USA, N.A. and the other Chase Defendants have consented to jurisdiction by registering to conduct business in the state; maintaining sufficient minimum contacts in Delaware; and otherwise intentionally availing themselves of the markets within Delaware through promotion, sale, marketing, and distribution of their financial products and services, which renders the exercise of jurisdiction by this Court proper and necessary as Chase is “at home” in Delaware.

17. Venue is likewise proper in this district pursuant to 28 U.S.C. § 1391 because Chase Bank U.S.A., N.A. is incorporated in this District and because a substantial part of the events giving rise to Plaintiff’s claims occurred within this District.

FACTUAL ALLEGATIONS

A. Chase’s Contract Promises Consumers No Interest on Amounts that are Paid In Full by the Billing Cycle Due Date

18. Consumers understand that when they use their credit card to make a purchase, interest will not be assessed on that new purchase if they pay it off in full by the payment deadline of the billing cycle in which the purchase occurs. Indeed, consumers are accustomed to—and indeed almost all major credit cards offer—a “grace period” for consumers to pay off new charges before they are assessed interest.

19. Like other credit card issuers, Chase expressly promises consumers they will receive an interest-free grace period on all purchases, so long as those purchases are paid off before the end of the monthly grace period.

20. Chase's Credit Card Agreement specifically promised Plaintiff and other class members an "Interest-Free Period (also called Grace Period) on Purchases," described as:

- **The interest-free period is the time when you are not charged interest on new purchases.**
- Your account is in an interest-free period when you pay your New Balance as shown on your statement every month by the due date and time. During this period, you will not pay interest on purchases.
- [...]
- We do not charge interest on any part of the purchase balance that you pay while your account is in an interest-free period.

Ex. A (Plaintiff's Agreement), at 6 (emphasis added).

21. Thus, pursuant to the Credit Card Agreement, Chase may not charge interest on purchase balances that the customer pays in full before the statement due date.

22. Chase reiterates its promise not to charge interest during the grace period on the back of its monthly credit card statements. The disclosure on the back of the statements reads as follows:

How To Avoid Paying Interest On Purchases:... If you pay your account in full each billing period by the date and time due, no interest is charged on new purchases month to month. Also, we will not impose interest charged on any portion of a purchase balance you repay while that balance is subject to an interest-free period...

Ex. B (Plaintiff's February Monthly Statement) (**emphasis added**).

23. Together, Chase's disclosures to consumers make clear that new purchases will not be charged interest if those new purchases are paid off by the billing cycle's due date.

24. But Chase does not honor this promise to consumers. Instead, Chase provides no grace period on new purchases paid in full by the billing cycle's due date, simply because other, prior purchases were not paid off in full in the past. Chase fails to clearly disclose this practice in any of its customer agreements.

B. Chase's Actual Practice

25. If a consumer makes a \$100 purchase on her Chase credit card, and she pays off that entire balance by the due date of her next statement, she will pay no interest on that purchase because of the grace period promised by Chase. Indeed, if she pays her statement balance in full every month, she will enjoy an interest-free grace period on all her purchases and never pay interest charges.

26. But if, during one month, she does not pay her statement balance in full, she is in for an unpleasant surprise.

27. Here's how Chase's undisclosed practice actually works. Without notifying consumers, Chase eliminates the grace period *for all new purchases* if a consumer does not pay off her entire statement balance in a given month. If a consumer leaves even \$1 on her account balance after a billing period due date, Chase eliminates the grace period for all subsequent new purchases—even for new purchases fully paid off by the next billing cycle's due date.

28. In other words, with a Chase card, keeping a balance into the next billing cycle means there is no grace period on your new purchases during that cycle. Chase affirmatively represents *the opposite*—affirmatively represents that it will not charge interest on new transactions if a consumer pays their statement in full for the month by the due date, and that it will only charge interest on unpaid amounts.

C. There is Significant Confusion Among Chase's Customers

29. There is virtually no way for accountholders to uncover this reality, without advanced accounting skills. That is because interest charges and calculations are performed behind the scenes, with very little indication of how the calculations are performed on the statements issued by Chase.

30. Chase is well aware that consumers do not understand the complexity of its machinations, and cannot figure them out from card statements, and yet it still wrote confusing and ambiguous disclosures describing its grace period policy.

31. This is true even though the Consumer Financial Protection Bureau (“CFPB”) has warned that consumers are confused by practices just like the one Chase uses:

Regaining a grace period is another source of complexity as “trailing interest” comes into play. Trailing interest occurs when customers are assessed interest between the beginning of the billing cycle and the date on which they make payment in full. For consumers who pay their credit card balance in full each month, the grace period is a very simple concept to understand: they simply need to know when they must make payment to avoid an assessment of interest. **But for consumers who revolve their balance, it is uncertain whether they understand that** – unlike transactors -- they will be assessed interest on the unpaid balance from the beginning of the billing cycle **and on new purchases made in the billing cycle and future billing cycles from the moment of a purchase until the consumer qualifies for the grace period again.** And for consumers seeking to pay off their balance, it is unclear if they understand the potential for trailing interest. Disclosing these complexities in a clear manner is quite challenging.²

32. Indeed, the CFPB has received numerous complaints from Chase customers who had no idea they would not receive a grace period on new purchases even if they pay off their balance in full by the due date, merely because of a prior unpaid balance. The following excerpts from consumers’ complaints to

² Consumer Financial Protection Bureau, “CARD Act Report: A review of the impact of the CARD Act on the consumer credit card market,” Oct. 1, 2013, p. 84 available at https://files.consumerfinance.gov/f/201309_cfpb_card-act-report.pdf.

the CFPB illustrate the yawning gap between Chase's policies and consumers' understanding of Chase's policies:

I had an approximately {\$1800.00} balance on my account in XX/XX/XXXX, which I paid off in full before the due date. I thought that took care of the credit card. I happened to check back online to make sure the balance was paid off, and found they had charged me an additional {\$30.00} interest after I paid off the balance. When I called, they said because I didn't call and ask them the balance, that was normal to charge interest on the balance during the month of XX/XX/XXXX that hadn't been billed, yet. **I have never had a credit card charge extra interest after a balance is paid.** I told them that made no sense, and they said it is the way they do business. I feel that is the same as charging interest on top of interest and should not be legal. I want my {\$30.00} returned. I canceled the card, telling them I did not wish to do business with a company like that.

...

I paid off my balance in full on XX/XX/XXXX statement and I see a charge for interest fee that I don't understand. They give a reason of revolving balance for last month but make no sense to me on this statement. I understand on XX/XX/XXXX Statement I didn't pay in full and carry a small amount over to XX/XX/XXXX statement that don't explain why they charge this amount of interest fee from last month. Yes I used the card on the month but the charge balances and interest should be paid on next month not charge me early within the statement period.³

³ Complaints were taken from the CFPB's Consumer Complaint Database, available at <https://www.consumerfinance.gov/data-research/consumer-complaints/>. The CFPB describes its database as follows: "Each week we send thousands of consumers' complaints about financial products and services to companies for response. Those complaints are published here after the company

...

My credit card contract stipulated that I would incur no interest charges if balances are paid in full by the statement due date. I mistakenly short paid my XX/XX/XXXX statement by {\$120.00} and saw interest charges on my XX/XX/XXXX statement for {\$33.00}. Knowing that it was my fault, I paid the interest charges and full open balance before the specified due date. My XX/XX/XXXX statement reflected additional interest charges of {\$55.00}. When I called the credit card company to discuss the issue, I was given a very fragmented explanation about how the interest was calculated and that the XX/XX/XXXX statement was reflecting interest for XX/XX/XXXX purchases. In the end, I am paying {\$88.00} in interest charges for short paying my XX/XX/XXXX statement by {\$120.00}. The representative could provide no explanation as to why the interest charges were excessive. In addition, the representative refused to remove the charges or compromise. I understand that the interest is calculated daily and compounding occurs, but something is not right here.

...

I have a Chase XXXX card. Per the agreement, I should not be charged interest if I pay my balance in full before the due date. Even when I pay my balance in full before the due date, Chase still charges interest and refuses to explain why they have charged interest in violation of the agreement or provide the interest calculation. I manage credit cards for a large company and have never had these issues with other credit card companies. I will be closing the card as a result of these issues with Chase.

responds or after 15 days, whichever comes first. By adding their voice, consumers help improve the financial marketplace.” Emphasis was added to the complaints above.

...

In XXXX of this year I accidentally failed to pay {\$18.00} on a total credit card bill of {\$5300.00}. (I pay my credit card bill in full every month so this was an a one-time oversight.) On XXXX XXXX , 2017 Chase charged me {\$22.00} in interest for the {\$18.00} underpayment. I complained to the company, Chase, but they refused to reverse the charge. To be charged this amount of interest on such a small unpaid balance is usurious, even if the rules allow them to do what they did. I went ahead and paid the full amount due of {\$3300.00}, which included the {\$22.00} in interest. I assumed that this payment in full would prevent future interest charges. Much to my surprise, on my XXXX XXXX , 2017 statement they charged me another {\$31.00} in interest. Again this charged stemmed from a slight-of-hand where they are allowed to charge interest on the average collected balance in months following the underpayment. I complained today and was told that they would credit back the {\$31.00} in interest. I would like the remaining {\$18.00} refunded and more importantly I would like there to be a regulation promulgated to ban this type of usurious behavior.

...

On XX/XX/XXXX I paid my Chase credit card bull in full. On XX/XX/XXXX an interest charge of {\$52.00} was added to my XXXX balance account. I 've contacted Chase and they claim it is an interest charge on the balance due. My card was paid in full and I had a XXXX balance.

...

We have been holders of the Amazon credit card (Chase) for many years. Over the past 10 years or so, we have paid every monthly balance in full AND on time, and have accrued no interest. On the XXXX statement, the balance due was {\$1800.00}, and I inadvertently paid

only {\$1600.00}, leaving a balance of {\$170.00}. On the XXXX statement, we were charged {\$21.00} interest for the shortage. By my reckoning, that amounted to about 145 % annual interest for the shortage. We then paid everything that was due, plus the interest, plus a few dollars just to be certain and ON TIME! On the XXXX statement, Chase charged us {\$38.00} for a fully paid balance! Their answer to me was that since we were short the previous month, they had a right to charge interest whether it was due or not. I requested the interest be waived, and they said it simply ca n't be done. Is n't this usury?

...

My account statement for a Chase Credit Card was due on XXXX XXXX in the amount of {\$1700.00}. I processed the payment in full on XXXX XXXX XXXX day prior to the due date in the amount of {\$1700.00}. The back of the statement states and I quote " If you pay your account in FULL each billing period by the due date and time due, NO INTEREST is charged on new purchases month to month ". I call this evening and question why when I paid my account balance in full per my last statement was I charged {\$25.00} interest. I was told that is the interest due from the XXXX of the month until such time I paid my balance on the XXXX. That is contradictory to the information listed on the back of their statement. He then proceeds to tell me that if I pay the new balance in full with the interest charge by the due date I will not be charged any further interest. That is exactly what I did last month but yet am charged interest. I am forwarding this information to legal counsel as well as it appears there is "double dipping " occurring and they feel the consumer won't question this. If a statement balance is paid in full by the due date it is paid in full. At this rate you would never pay the card off as they would continue to generate interest monthly unless you overpaid.

...

We paid off our monthly balance on our Southwest miles card from Chase and were still charged interest on the next month 's bill. I was informed this is because of a residual interest. Where if you carry a balance one month, you have to pay off at least two months in a row to not have interest. The part that bothers me is that the statement says How to Avoid Interest "If you pay your account in full each billing period by the date and time due, no interest is charged on new purchases month to month." I found this very misleading. The Chase person said, yes, of course, it says "each" which means "all" or at a minimum two months in a row. This seemed crazy to me. So I think Chase should be required to say. How to avoid interest? Never carry a balance. If you do carry a balance for even one month, it will take you at least two months of fully paying off your bill before Chase will stop charging you interest.

...

I have a Chase credit card, and have it for 8+ years. I always pay my statement balance in full, and therefore am never charged interest. However, this past month, I did not pay my full statement balance. This left a difference of {\$140.00} subject to interest charges. However, on the following month 's bill, my statement said {\$820.00} was subject to interest charging. I called Chase to get an explanation. They could not provide an explanation, but credited my account for the full amount of interest I was charged. This makes me worry that Chase -- a large financial institution with a history of deception practices -- may be overcharging consumers. I consider my knowledge of finances to be above-average. But I fear that the typical consumer would not raise any issue, and then be overcharged for interest they should not be paying. I would appreciate someone investigating this potential abusive practice.

...

This is an issue with Chase credit cards regarding payment in full and continued interest charges. My XXXX statement (XXXX/XXXX/16) with a due date of XXXX/XXXX/16 showed the balance due to be {\$6700.00} I sent a check in the amount of {\$6700.00} to pay off my bill. My XXXX statement arrived showing a posted payment of {\$6700.00} on XXXX/XXXX/16 and a New Balance of {\$44.00} due on XXXX/XXXX/16. This charge posted to my account on XXXX/XXXX/16. When I called Customer Service to inquire about the charge I was told (not very politely) that I am charged a " very valid interest charge ". When I asked for a Manager, I was sent to XXXX XXXX in central Florida who again told me she can not waive the fee because it was a valid charge. Frankly, I was spoken to as if I never paid my bills and I was not worthy of any good faith. I am confused about the policy and unhappy with the treatment of card holders and wonder why such a big bank is willing to lose loyal card holders over such a small discrepancy. I am also confused as to why the reps and managers I spoke with gave me a very different answer regarding interest than the question and answer I found on the Chase web site when I searched for an explanation of interest charges. This is what I found :
 Question : How can I avoid paying interest? Answer :
 You wo n't pay interest charges on credit card purchases if you pay your New Balance every month by the due date end time. This is called the interest-free period on purchases. Balance transfers, checks, cash advances, and overdraft advances do n't have an interest-free period. On these transactions you pay interest on the balance until they are fully paid. I am hoping you will review my complaint and waive the questionable " valid finance charges " of {\$44.00} Thank you for your time.
 Sincerely,

...

I paid off my Chase Freedom credit card in full AND I still got charged interest! They said it was because I

needed to pay off my credit card in full two months in a row, to not accrue interest. That 's the first time I 've ever been told that!!!

...

I missed one month of paying the card balance in full (XXXX XXXX) - I paid the following month (XXXX XXXX) in full, which included interest for the unpaid balance in XXXX , but they still charged me interest on the XXXX XXXX bill based upon the unpaid balance from the XXXX bill - even though there was no outstanding balance from the XX/XX/XXXX bill.

...

I do n't know if I misunderstand something here, but it I just discovered that the Chase Credit Card Ink is charging me interest for purchases just recently, in the last few days conducted. Here 's what happened : (My Ink card billing cycle is mid-month to mid-month) In early XXXX I made a purchase for {\$1600.00}. On XXXX the statement came (Closing date is XXXX, payment due date XXXX). I paid \$ XXXX.- dollars on XXXX before the due date leaving a balance of {\$810.00} unpaid. It is my understanding as well as that all other credit cards do such, that the interest charged will be on the residual due balance from the XXXX cycle. In XXXX as recent as XXXX, one day before the closing date of the XXXX statement cycle I made some business related purchases of around \$ XXXX.- in the time frame of XXXX to XXXX. When I got the XXXX statement around XXXX XXXX I see on it an interest charge of {\$110.00}. That ca n't be I thought, {\$110.00} in interest charges for a residual balance of {\$810.00}!? That would amount at an annual 29.99 % charged applied p. Month to an annual interest of {\$1300.00}!!! That would amount to 359.88 % in interest!!! Looking in the back of the statement on the last page it says under -31 days billing-. " Balance subject to interest rate {\$4500.00} " Wait a minute! What calculation is that? I just got the statement and it

will be due by XXXX! I called Chase Credit Card Ink customer support and like them I recorded the conversation. Rather unfriendly, curt and dismissive I was told by a supervisor that if every month the balance is not paid in full interest applies immediately to the current running balance AND INCLUDING ALL NEW PURCHASES. WHAT? I never heard of such a thing. I asked several people and all unanimously said that can't be, that's why there is a "grace" period, and in my case the stated 31 day billing cycle. Further attempts to clarify this with Chase yielded nothing except ignorant, arrogant and irrelevant answers.

...

Hello, I paid off everything on my credit card bill. Even though I did so, they charged me the usual interest fee I owed, when in debt. On my new bill, they still want to charge me interest. Even though I do not owe them anything except for my few new charges. I have contacted them about this via secure message through their website. It seems that I can not contact them anymore. I also asked to cancel my card. No response. I need help. Thank you

...

I paid my Chase Amazon credit card in total on XXXX XXXX and they charged me interest XXXX. I called and asked for them to drop the interest charge since the credit card bill was paid in full and I have XXXX credit cards with Chase. They refused - how are customers supposed to feel they are financially paid off if the credit card companies continue to bill them interest. I have not used that card since I paid it off

...

I have a XXXX Rewards credit card with Chase. I use it for all my purchases and have always paid it off 100 percent every month. A typical month is about

{ \$2500.00 }. Two months ago, my bill was higher because of a XXXX. I paid about { \$3600.00 } of a { \$3900.00 } bill. The next month I was billed { \$20.00 } in interest for the { \$340.00 } I did n't pay. I was expecting an interest bill of { \$3.00 } or { \$4.00 }. (Interest is 15 percent.) They told me I was billed interest on my average daily balance, which they said was about { \$1600.00 }. I didn't like it and thought it was unfair, but I paid it. I paid the next month 's bill in full, including the { \$340.00 }. When I received my bill for this month, I was charged { \$31.00 } in interest even though I had paid the entire bill in full! I was furious for an entire Saturday afternoon and honestly felt like I had been the victim of fraud. I still feel that way. I called Chase and the woman agreed to take off the { \$31.00 } in interest after a prolonged conversation because she said I had been a good customer. She said the { \$31.00 } in interest carried over from the { \$340.00 } balance that I had already paid. So basically, I was charged { \$52.00 } of interest for { \$340.00 } I did not pay for one month. This is just usury and unfair credit card practices. I hope you will look into it. Thank you.

33. In recognition that eliminating the grace period on new purchases based on a *prior* unpaid balance is a counterintuitive concept for most consumers, *other* credit card issuers carefully word their agreements with consumers so as to clearly disclose the process. For example, Citibank explicitly says:

To get a grace period on purchases, you must pay the New Balance by the payment due date every billing cycle. **If you do not, you will not get a grace period until you pay the New Balance for two billing cycles in a row.**

(emphasis added).

34. Additionally, Bank of America explicitly states:

PAYING INTEREST – We will not charge interest on Purchases on the next statement if you pay the New Balance Total in full by the Payment Due Date, **and you had paid in full by the previous Payment Due Date.**

(emphasis added).

35. In other words, Citibank and Bank of America choose to tell their customers in plain English how the grace period works for new purchases. Chase, on the other hand, obscures the grace period mechanism for new purchases behind, at best, confusing disclosures that nowhere clearly state that consumers lose the grace period on all future transactions merely because of a prior unpaid balance.

36. In sum, Chase is not authorized by contract to charge interest on amounts that are paid in full by the statement due date, but it has done so and continues to do so.

D. Plaintiff was Unlawfully Charged Interest on New Purchases That Were Paid in Full During the Billing Cycle They Were Made

37. About 13 years ago, Plaintiff opened a credit card account with Chase. This was her first credit card.

38. Ms. Young's credit card agreement specifically promised an interest-free grace period on all new purchases paid in full by the billing cycle's due date. *See Exhibit A.*

39. The monthly credit card statements that Ms. Young received reaffirmed Chase's equipment to not charge interest during the grace period on

new purchases. *See* Exhibit B (redacted copy of Ms. Young's statements from December 2018-March 2019).

40. On January 7, 2019, Plaintiff made a new purchase on her Chase credit card in the amount of \$56.67. Her credit card billing cycle ended on January 22, 2019, and Chase issued a bank statement specifying the due date for payments as February 19, 2019.

41. Plaintiff paid her entire statement balance, which included the new purchases and a prior balance, by making two payments posted on February 10 and February 13, 2019, before the payment's due date.

42. However, without Young's knowledge, Chase had not given her a grace period on her new purchases, even though she paid them in full by the billing cycle's due date, and in fact charged interest on those purchases. Chase has never reimbursed her for the improperly-charged interest.

CLASS ALLEGATIONS

43. Plaintiff brings this action on behalf of herself and all others similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements of Rule 23. The proposed Nationwide Class is defined as:

All Chase credit card account holders who were charged interest on new purchases that were paid in full before the due date of the billing cycle in which they were made.

44. Excluded from the Class are Chase, its subsidiaries and affiliates, its officers, directors and member of their immediate families and any entity in which Defendants have a controlling interest, the legal representatives, heirs, successors or assigns of any such excluded party, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

45. Plaintiff reserves the right to modify or amend the definitions of the proposed Class if necessary, before this Court determines whether certification is appropriate.

46. This case is properly brought as a class action under Fed. R. Civ. P. 23(a) and (b)(3), and all requirements therein are met for the reasons set forth in the following paragraphs.

47. Numerosity under Fed. R. Civ. P. 23(a)(1). The members of the Class are so numerous that separate joinder of each member is impracticable. Upon information and belief, and subject to class discovery, the Class consist of thousands of members or more, the identity of whom are within the exclusive knowledge of and can be ascertained only by resort to Chase's records. Chase has the administrative capability through its computer systems and other records to identify all members of the Class and the amount of interest paid by each Class member, and such specific information is not otherwise available to Plaintiff.

48. Commonality under Fed. R. Civ. P. 23(a)(2). There are numerous questions of law and fact common to the Class relating to Chase's business practices challenged herein, and those common questions predominate over any questions affecting only individual Class members. The common questions include, but are not limited to:

- a) Whether Chase improperly charged interest on new purchases that were paid in full before the due date;
- b) Whether Chase improperly charged interest before it was contractually authorized to do so;
- c) Whether Chase abused its contractual discretion to charge interest on amounts that were paid in full before the due date;
- d) Whether Chase developed and engaged in unlawful practices that mischaracterized or concealed its true practices as they pertain to charging interest on amounts that were paid in full before the due date; and
- e) Whether Plaintiff and other members of the Class have sustained damages as a result of Chase's assessment and collection of interest charges on transactions from the day they were made and the proper measure of damages.

49. Typicality under Fed. R. Civ. P. 23(a)(3). Plaintiff's claims are typical of the claims of the other Class members in that they arise out of the same wrongful business practice by Chase, as described herein.

50. Adequacy of Representation under Fed. R. Civ. P. 23(a)(4). Plaintiff is an adequate representative of the Class in that she has a Chase credit card and has suffered damages as a result of Chase's assessment and collection of improper interest charges. In addition:

a) Plaintiff is committed to the vigorous prosecution of this action on behalf of herself and all others similarly situated and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers against financial institutions;

b) There is no hostility of interest between Plaintiff and the unnamed Class members;

c) Plaintiff anticipates no difficulty in the management of this litigation as a class action; and

d) Plaintiff's legal counsel have the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

51. Predominance under Fed. R. Civ. P. 23(b)(3). The questions of law and fact common to the Class as set forth in the “commonality” allegation above predominate over any individual issues. As such, the “commonality” allegations are restated and incorporated herein by reference.

52. Superiority under Fed. R. Civ. P. 23(b)(3). A class action is superior to other available methods and highly desirable for the fair and efficient adjudication of this controversy. Since the amount of each individual Class member’s claim is very small relative to the complexity of the litigation and since the financial resources of Chase are enormous, no Class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class members will continue to suffer losses and Chase’s misconduct will proceed without remedy. In addition, even if Class members themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court.

53. All conditions precedent to bringing this action have been satisfied and/or waived.

FIRST CLAIM FOR RELIEF
(Breach of Contract)
(On Behalf of the Class)

54. Plaintiff incorporates the preceding allegations by reference as if fully set forth herein.

55. Plaintiff and the Class formed a contract with Chase. The terms of that contract include the promises and affirmations of fact made by Chase in the Credit Card Agreement as described above.

56. Specifically, Chase customers were promised a grace period on new purchases when they paid their purchase balances in full before the due date.

57. Chase breached the express terms of the account documents by charging interest to Plaintiff and the Class on new purchases that were paid in full before the due date.

58. No contract provision authorizes Chase to charge interest on new purchases that are paid in full before the due date.

59. Therefore, Chase breached the terms of its account documents by charging Plaintiff and class members interest on amounts that were paid in full before their due date.

60. Plaintiff and members of the Class have performed all, or substantially all, of the obligations imposed on them under the contract.

61. Plaintiff and members of the Class have sustained damages as a result of Chase's breach of the contract.

SECOND CLAIM FOR RELIEF
(Breach of the Covenant of Good Faith and Fair Dealing)
(On Behalf of the Class)

62. Plaintiff incorporates the preceding allegations by reference as if fully set forth herein.

63. Plaintiff and the Class formed a contract with Chase. The terms of that contract include the promises and affirmations of fact made by Chase in the Credit Card Agreement as described above.

64. Under Delaware law, good faith is an element of every contract pertaining to the assessment of interest charges. Whether by common law or statute, all such contracts impose upon each party a duty of good faith and fair dealing. Good faith and fair dealing, in connection with executing contracts and discharging performance and other duties according to their terms, means preserving the spirit – not merely the letter – of the bargain. Put differently, the parties to a contract are mutually obligated to comply with the substance of their contract in addition to its form. Evading the spirit of the bargain and abusing the

power to specify terms constitute examples of bad faith in the performance of contracts.

65. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes their conduct to be justified. Bad faith may be overt or may consist of inaction, and fair dealing may require more than honesty. Examples of bad faith are evasion of the spirit of the bargain, willful rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party's performance.

66. Chase has breached the covenant of good faith and fair dealing in the contract through its policies and practices as alleged herein.

67. Specifically, Chase harms consumers by abusing its contractual discretion to assess interest charges and to interpret certain contract provisions in a way in which no reasonable consumer would anticipate.

68. Chase uses its contractual discretion to cause consumers to pay interest on amounts that were paid in full by the due date.

69. Plaintiff and members of the Class have performed all, or substantially all, of the obligations imposed on them under the account documents.

70. Plaintiff and members of the Class have sustained damages as a result of Chase's breach of the covenant of good faith and fair dealing.

THIRD CLAIM FOR RELIEF

**(Violation of Delaware's Consumer Fraud Act, Del. Code Ann. tit. 6, §§ 2511
through 2584)
(On Behalf of the Class)**

71. Plaintiff incorporates the preceding allegations by reference as if fully set forth herein.

72. This cause of action is brought on behalf of Ms. Young and the Class pursuant to Del. Code Ann. tit. 6, § 2525. Delaware's Consumer Fraud Act protects consumers "unfair or deceptive merchandising practices in the conduct of any trade or commerce in part or wholly within this State." Del. Code Ann. tit. 6, § 2512. Pursuant to § 2513,

[t]he act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale, lease or advertisement of any merchandise, whether or not any person has in fact been misled, deceived or damaged thereby, is an unlawful practice.

73. Del. Code Ann. tit. 6, § 2525 permits any consumer injured by a violation of § 2513 to bring a civil action, including a class action, for damages and injunctive relief.

74. Plaintiff Young is informed and believes, and based on such information and belief, alleges that Chase committed unfair and deceptive business acts and/or practices in violation of Del. Code Ann. tit. 6, § 2513.

75. Chase has, at all material times, provided Plaintiff and the Class a grace period to pay their credit card balances. This grace period was promised to Plaintiff and the Class in both their Chase Credit Card Agreement and in the disclosures on the back of their monthly statements. But unlike other major credit card companies, Chase fails to tell consumers they can lose their grace period on all future transactions by failing to pay off their balance in full in a prior month. As a result, and contrary to Chase's representations, Ms. Young and the Class were charged interest on new purchases that were paid in full by the due date.

76. These acts and practices are unfair and deceptive in material respects, offend public policy, are immoral, unethical, oppressive and unscrupulous.

77. As a direct and proximate result of Chase's unfair and deceptive acts and practices, Ms. Young and the Class have suffered injury by incurring interest charges for credit card balances that were paid in full by their due date.

78. Ms. Young and the Class would not have incurred these interest charges if Chase's acts and practices with regard to charging interest on its customers' credit card balances were not unfair and deceptive.

79. Based on the foregoing, Ms. Young and the Class are entitled to all remedies available pursuant to §§ 2522 and 2523, including, but not limited to, compensatory relief and injunctive relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the members of the Class demand a jury trial on all claims so triable and judgment against Chase as follows:

A. An order certifying that this action may be maintained as a class action, that Plaintiff be appointed Class Representative and Plaintiff's counsel be appointed Class Counsel;

B. Declaring that Chase's policies and practices to be wrongful, unfair, and unconscionable;

C. Ordering an injunction for Chase to immediately cease the wrongful conduct set forth above and to be enjoined from conducting business via the unlawful and unfair business acts and practices complained of herein;

D. Restitution of all interest charges paid to Chase by Plaintiff and the Class as a result of the wrongs alleged herein in an amount to be determined at trial;

E. Actual and punitive damages in an amount to be determined at trial;

F. Pre-judgment interest at the maximum rate permitted by applicable law;

G. Costs and disbursements assessed by Plaintiff in connection with this action, including reasonable attorneys' fees pursuant to applicable law;

H. Granting such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this complaint that are so triable as a matter of right.

Dated: June 3, 2019

ROSENTHAL, MONHAIT & GODDESS, P.A.

/s/ P. Bradford deLeeuw

P. Bradford deLeeuw (No. 3569)

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EXHIBIT A

~~CARDMEMBER AGREEMENT RATES AND FEES TABLE~~

INTEREST RATES AND INTEREST CHARGES	
Purchase Annual Percentage Rate (APR)	17.24% to 25.99%. This APR will vary with the market based on the Prime Rate. ^a Introductory APRs with varying durations may be available on some accounts.
Balance Transfer APR	17.24% to 25.99%. This APR will vary with the market based on the Prime Rate. ^a Introductory APRs with varying durations may be available on some accounts.
Cash Advance APR	27.24%. This APR will vary with the market based on the Prime Rate. ^b
Paying Interest	Your due date will be a minimum of 21 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers and cash advances on the transaction date.
Minimum Interest Charge	None
Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

FEES	
Annual Membership Fee	None
Transaction Fees	
Balance Transfers	3% to 5% of the amount of each transfer (minimum fee \$5).
Cash Advances	Either \$10 or 5% of the amount of each transaction, whichever is greater.
Foreign Transactions	3% of the amount of each transaction in U.S. dollars.
Penalty Fees	
Late Payment	Up to \$38 .
Over-the-Credit-Limit	None
Return Payment	Up to \$38 .
Return Check	None

Note: This account may not be eligible for balance transfers.

How We Will Calculate Your Balance: We use the daily balance method (including new transactions). See Interest Charges section in this Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights are included in this Agreement. See Your Billing Rights section for full details.

Penalty Fees: A single violation of each type will not exceed \$27. However, if another violation of the same type occurs within six monthly billing periods we will charge up to the maximum fee in the table above. The Late Payment and Return Payment fees will not exceed the related minimum payment that was due.

Minimum Payment: We will calculate the minimum payment as the larger of: 1) \$25 (or total amount you owe if less than \$25); or 2) the sum of 1% of the new balance, the periodic interest charges, and late fees we have billed you on the statement for which your minimum payment is calculated.

Prime Rate: Variable APRs are based on the 5.50% Prime Rate as of March 31, 2019.

^a We add 11.74% to 20.49% to the Prime Rate to determine the Purchase/Balance Transfer APR (daily periodic rate currently 0.04724% to 0.07121%). Maximum APR 29.99% (daily periodic rate 0.08217%).

^b We add 21.74% to the Prime Rate to determine the Cash Advance APR (daily periodic rate currently 0.07463%). Maximum APR 29.99% (daily periodic rate 0.08217%).

MILITARY LENDING ACT NOTICE: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this information and a description of your payment obligation verbally, please call 1-800-235-9978.

WELCOME TO CHASE  ***freedom***[®]

YOUR CARDMEMBER AGREEMENT

WELCOME TO YOUR ACCOUNT.

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Review and save the following important information about your account. This document together with the Rates and Fees Table is an agreement between you, the cardmember, and Chase Bank USA, N.A., a subsidiary of JPMorgan Chase & Co. If you have any questions, please call us using the number on the back of your card. Chase has agreed to lend you money as described in this agreement, and you agree to pay us back together with interest charges and fees. Your use of the account or any payment on the account indicates your acceptance of the terms of this agreement. If any fee in the Rates and Fees Table is marked none, the section of this agreement that relates to that fee does not apply.

GETTING STARTED: YOUR ACCOUNT

Get acquainted with your account by reviewing the important terms below.

IMPORTANT TERM	WHAT IT MEANS TO YOU	OUR RESPONSIBILITY
Credit Limit	You are responsible for the total balance at all times, even if your balance exceeds your credit limit.	We will post your current credit limit on your monthly billing statement, and may cancel, change or restrict it or your credit availability at any time. We are not obligated to allow your account to go over its credit limit.
Authorized Users	You are responsible for any use of your account by an authorized user or anyone else that you permit to use your account. You must notify us if you want them to stop using your account. You also are responsible for getting any cards, checks or other means of accessing your account from the authorized user.	If you request, we may issue cards that access your account to your authorized users. If you wish to terminate an authorized user, we may close your account and open a new account with a different account number.
Annual Membership Fee	If your account has an annual fee, you are responsible for it every year your account is open or until your account is closed and paid in full. Your monthly billing statement will tell you how to cancel your account and avoid future annual fees.	If your account has an annual fee, we will add your annual fee to your monthly billing statement once a year, whether or not you use your account. Your annual fee will be added to your purchase balance and may incur interest.
Amendments	We may change the terms of this agreement including APRs and fees from time to time. We may also add new terms or delete terms. APRs or other terms may also change without amendment, for example when the Prime Rate changes. See the Variable Rate section for details.	Our ability to make changes to this agreement is limited by applicable law.

TERM	WHAT IT MEANS
Cash-like Transactions	The following transactions will be treated as cash advances: purchasing travelers checks, foreign currency, money orders, wire transfers or similar cash-like transactions; purchasing lottery tickets, casino gaming chips, race track wagers or similar betting transactions; and making a payment using a third party service.
Payment Due Date	Payments are due on the payment due date shown on your monthly statement. The monthly statement also explains when the payment must reach us in order to be considered received as of that date. Payments received after the required time will be credited on the next business day.
Variable Rate	We calculate variable APRs by adding a margin to the highest U.S. Prime Rate published in the Money Rates section of <i>The Wall Street Journal</i> two business days (not weekends or federal holidays) before the closing date shown on your billing statement. The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied as of the first day of your billing cycle during which the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If <i>The Wall Street Journal</i> stops publishing the Prime Rate, we will select a similar reference rate.
Default	Your account will be in default if: 1) You do not pay at least the minimum payment when due; 2) You exceed your credit limit; 3) You fail to comply with this or other agreements with us or one of our related banks; or 4) We believe you may be unwilling or unable to pay your debts on time; you file for bankruptcy; or you become incapacitated or die. If your account is in default, we may close it without notice and require you to pay your unpaid balance immediately. We can also begin collection activities. To the extent permitted by law, if you are in default because you have failed to pay us, we will require you to pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this agreement.

USING YOUR CARD

You can use your account in the following ways. Your account is to be used only for personal, family or household purposes. You cannot use your account for illegal purposes, such as Internet gambling and writing checks against uncollected funds.

TRANSACTIONS	WHAT IT MEANS TO YOU	OUR RESPONSIBILITY
Purchases	You may use your account to buy goods and services.	We authorize charges to your account in accordance with the terms of this agreement.
Balance Transfers	If eligible for a balance transfer, you can transfer balances to your account by using balance transfer checks, visiting our website or calling us.	We permit balance transfers from most non-Chase accounts. We do not permit balance transfers from other accounts or loans with us or any of our related banks.
Cash Advances	You may obtain cash from automatic teller machines, at banks or by using cash advance checks. Unless we say otherwise, balance transfer checks or promotional checks made payable to cash or yourself will be treated as cash advances.	We treat certain other transactions as cash advances. See the Cash-like Transactions section under Important Definitions above.
Checks	For your protection, balance transfer and cash advance checks must be signed by the person whose name is printed on the checks.	We may provide balance transfer checks and cash advance checks for your use; we have the right not to pay a check for any reason.
Automatic Charges	You may set up scheduled and repeat transactions to your account. If your account is closed or suspended, or your account number changes, you will need to contact any persons that you are paying by automatic transactions.	We are not responsible for scheduled and repeat transactions if your account is closed, suspended or the account number changes.
Promotions	You may receive special offers related to your account.	Any special offer is subject to this agreement, unless explained otherwise.

**Foreign Transaction
Fee and Exchange
Rate**

There is a fee, unless “None” is stated in the Rates and Fees Table, for transactions that are made in a currency other than U.S. Dollars. Our fee is a percentage of the U.S. Dollar amount of the transaction. Please see the Rates and Fees Table for the amount of this fee, if any.

**Authorization of
Transactions / Closing
Your Account**

We are not obligated to honor every transaction, and we may close or suspend your account. Sometimes we close accounts based not on your actions or inactions, but on our business needs.

If a transaction is in a foreign currency, Visa International or MasterCard International will convert the transaction into U.S. dollars using their own currency conversion procedures, and then will send us the transaction amount. The exchange rate will be determined using either the range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the card association receives) or a government-mandated rate in effect on that date. The exchange rate used by Visa or MasterCard may differ from the rate on the date of your transaction.

- In the case of returned or exchanged merchandise that was purchased in a foreign currency, the exchange rate is determined on the date of the return.

We may decline transactions for any reason, including: operational matters, the account is in default, or suspected fraudulent or unlawful activity. We are not responsible for any losses associated with a declined transaction.

PAYING US BACK

You will receive a billing statement, if one is required, each month. It will show your minimum required payment.
After you make a payment, it may take up to 15 days to restore available credit on your account.

IMPORTANT INFORMATION	WHAT IT MEANS TO YOU	OUR RESPONSIBILITY
Payment Instructions	You must follow the payment instructions on your billing statement. You can pay us by: check, money order, or electronic payment drawn on a U.S. bank or a foreign bank branch in the U.S. All payments must be in U.S. Dollars. You authorize us to collect any payment check either electronically or by draft. Payments marked “paid in full” must be sent to the Conditional Payments address shown on your billing statement. See your billing statement for complete payment instructions.	As long as you make your payment in accordance with the instructions on your billing statement by the date and time payments are due, we will credit your payment as of the same day it is received. We may accept and process any payments marked as “paid in full” without losing our rights.
Minimum Payment	You agree to pay at least the minimum payment when due. You also agree to pay overlimit amounts when billed to your monthly statements or sooner if we ask. Minimum payments may include specific fixed payments that are part of special promotions. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.	We will calculate your minimum payment based on the method described below the Rates and Fees Table. The minimum payment will appear on your monthly statement and includes any past due amounts.
Interest-Free Period (also called Grace Period) on Purchases	<ul style="list-style-type: none"> • The interest-free period is the time when you are not charged interest on new purchases. • Your account is in an interest-free period when you pay your New Balance as shown on your statement every month by the due date and time. During this period, you will not pay interest on purchases. • Balance Transfers, Checks and Cash Advances do not have an interest-free period. 	<ul style="list-style-type: none"> • We do not charge interest on any part of the purchase balance that you pay while your account is in an interest-free period. • We charge interest on purchases from the date the transactions appear on your account (until the balance is paid in full) when your account is not in an interest-free period. • For more details about how we calculate your interest charges, see the Interest Charges section of this agreement.

Payment Allocation	<div> <div>Case 1:19-cv-01026-UNA Document 1-1 Filed 06/03/19 Page 9 of 18 PageID #: 40</div> <ul style="list-style-type: none"> • When you make a payment, generally, we first apply your minimum payment to the balance on your monthly statement with the lowest APR. • Any payment above your minimum payment would generally then be applied to the balance on your monthly statement with the highest APR first. • If you do not pay your balance in full each month, you may not be able to avoid interest charges on new purchases. </div>	<div> <div>Case 1:19-cv-01026-UNA Document 1-1 Filed 06/03/19 Page 9 of 18 PageID #: 40</div> <p>We apply payments to balances as they appear on your monthly statement before being applied to new transactions. An example of a new transaction is a recent purchase you made that has not yet been included in the New Balance as shown on your statement.</p> </div>
Credit Balances	<p>You may request a refund of any credit balance.</p>	<p>If you do not request a refund, we will apply any credit balance to new charges on your Account. If a credit balance remains on your account for 6 months and the amount is \$1 or more, we will automatically refund it to you. If your credit balance is less than \$1, it will be removed from your account but we will send the credit balance to you if you ask us to do so.</p>

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Certain transactions and situations may cause your account to receive a fee or have another impact on your account. The information below explains how you can avoid these outcomes. Amounts of these fees are listed in the Rates and Fees Table. The Rates and Fees Table indicates amounts “up to” certain limits for penalty fees because applicable law may restrict our ability to impose the full amount of the penalty fee in some circumstances. See the “Penalty Fees” provision below the Rates and Fees Table for additional detail reflecting limitations imposed under applicable law. Special services you request may incur additional service fees; be sure to carefully review the details of any additional services to understand the terms.

“HOW TO AVOID...”	WHAT TO DO	WHAT IT MEANS
Late Fee	Ensure Chase receives at least the minimum payment shown on your billing statement when due.	If any payment is late, we may charge you a late fee. If the fee is based on a balance, we calculate the fee using the total balance at the end of the day the fee is charged.
Over-the-Credit-Limit Fee	Ensure your total balance stays below your credit limit.	If you agree to allow us to charge overlimit fees, we may charge such a fee when your account balance goes over limit. We may charge this fee even though your balance is over limit because of a transaction we allowed. You may withdraw your consent to our charging overlimit fees at any time.
Return Check Fee	Do not stop payment on cash advance and balance transfer checks, and do not default.	We may charge a return check fee if we stop payment on a cash advance check or balance transfer check at your request, or we refuse to pay a cash advance check or balance transfer check for any reason, including because your account is in default.
Return Payment Fee	Do not submit a payment that could be returned unpaid.	We may charge this fee if the payment you offer to us is not honored, is returned unpaid, or cannot be processed.
Collections	Do not default.	If you are in default, we may take the actions described above in the Default section under Important Definitions above.

“WHAT HAPPENS IF...?”

Review this section for common situations or questions that might require action from you or Chase.

“WHAT HAPPENS IF...?”	ACTION	WHAT IT MEANS
... I think I found a mistake on my statement?	We will investigate	Write to us or contact us on our Website within 60 days after the suspected error appears on your billing statement. We will investigate and contact you with our findings. Please see the Your Billing Rights section below for more details.
... I'm dissatisfied with a credit card purchase?	We will research the problem	First, attempt to resolve the problem with the merchant. Then write to us or contact us on our Website about the purchase. We will research the problem and contact you with our findings. Please see the Your Billing Rights section below for more details.
... my card is lost or stolen?	Contact us immediately and stop using your account	If your card is lost or stolen, or you think someone used your account without permission, tell us immediately by calling the Cardmember Services number on your card or billing statement. We need your help to find out what happened and correct the problem.
... my account is closed or suspended?	You remain responsible for your balance	Even if your account is closed or suspended, you must still repay all amounts you owe under the account.
...I want to transfer a balance or make a cash advance?	Balance transfer or cash advance transaction fees apply	You will incur a transaction fee for these transactions. See the Rates and Fees Table for the amount of this fee.

IMPORTANT INFORMATION	WHAT IT MEANS
Communications	We may send cards, statements and other communications to you at any mailing or email address in our records. If more than one person is responsible for this account, we can provide billing statements and communications to one of you. When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences. We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your account; collecting on your account; and providing you information about products and services. Notify us immediately of any changes to your contact information using the Cardmember Services address or phone number shown on your billing statement.
Telephone Monitoring	We may listen to and record your telephone calls with us and we may use your voice for verification.
Credit Information	We may obtain and review your credit history from credit reporting agencies and others. We may, from time to time, obtain employment and income data from third parties to assist us in the ongoing administration of your account. We may also provide information about you and your account to credit reporting agencies and others. We may provide information to credit reporting agencies about this account in the name of an authorized user. If you think we provided incorrect information, write to us and we will investigate.
Enforcement	We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement at a later time. If any terms of this agreement are found to be unenforceable, we may still enforce the other terms.
Governing Law	This agreement and your account will be governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use this account.
Assignment	We may assign your account, balances you owe, or any of our rights and obligations under this agreement. The third party is then entitled to any of our rights that we assign to them.
NJ Residents	All provisions of this agreement are valid, enforceable and applicable in New Jersey.

Military Lending Act Notice

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). If you are covered by the Military Lending Act, notwithstanding anything to the contrary in this Agreement, to the extent required by the Military Lending Act, nothing in this agreement will be deemed a waiver of the right to legal recourse under any otherwise applicable provision of state or federal law. To receive this information and a description of your payment obligation verbally, please call 1-800-235-9978.

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Daily Interest Rates and Annual Percentage Rates may be found on the Rates and Fees Table.

Periodic Interest Charge Calculation—Daily balance method (Including new transactions):

We calculate a daily balance for each type of transaction and use the daily balances to determine your interest charges.

We figure the “daily balance” for each transaction type as follows:

- We take the beginning balance for each day and add
 - any interest charge from the prior day (known as compounding of interest) and
 - any new transactions or other debits (including Annual Membership Fees, transaction fees, Penalty Fees, any other fees and unpaid interest charges).
- We subtract payments or credits, and treat any net credit balance as a zero balance.
- The result is the daily balance for each type of transaction.

We figure the interest charges on your account as follows:

- To get the daily interest rate for each type of transaction we divide the APR by 365. We may combine different transaction types that have the same daily interest rates.

- We multiply the daily interest rate by the daily balance for each transaction type for each day in the billing cycle.
- We add together the interest charges for each day in the billing cycle for each transaction type.
- If any interest charge is due, we will charge you at least the minimum interest charge shown on the Rates and Fees Table.

We add transactions and fees to your daily balance no earlier than:

- For new purchases, balance transfers or cash advances – the date of the transaction.
- For new cash advance checks or balance transfer checks – the date the payee deposits the check.
- Fees – either on the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle, whichever we may choose.

The Balances Subject to Interest Rate for each type of transaction shown on your billing statement is the sum of the daily balances for that type of transaction divided by the number of days in the billing cycle. We may use mathematical formulas that produce equivalent results to calculate the Balance Subject to Interest Rate, interest charges and related amounts.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, contact us *in writing* at the Customer Service address *or electronically* at the website address as shown on your billing statement. In your communication, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.

- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing or electronically*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

Case 1:19-cv-01026-UNA Document 1-1

What Will Happen After We Receive Your Written or Electronic Communication

When we receive your communication, we must do two things:

1. Within 30 days of receiving your communication, we must tell you that we received it. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your communication, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must contact us *in writing or electronically* within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone

to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled or resolved.

Filed 06/03/19 Page 15 of 18 PageID #: 46

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at the Customer Service address *or electronically* at the website address shown on your billing statement. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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EXHIBIT B

January 2019						
S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

New Balance
\$2,956.88

Minimum Payment Due
\$92.00

Payment Due Date
01/19/19

CHASE FREEDOM: ULTIMATE REWARDS® SUMMARY

Previous points balance	112
+ 1% (1 Pt)/\$1 earned on all purchases	57
Total points available for redemption	169

Start redeeming today. Visit Ultimate Rewards® at www.ultimaterewards.com

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	14 years	\$5,802
\$103	3 years	\$3,694 (Savings=\$2,108)

If you would like information about credit counseling services, call 1-866-797-2885.

ACCOUNT SUMMARY

Account Number:	
Previous Balance	\$2,901.83
Payment, Credits	-\$65.00
Purchases	+\$56.67
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	+\$27.00
Interest Charged	+\$36.38
New Balance	\$2,956.88
Opening/Closing Date	11/23/18 - 12/22/18
Credit Limit	\$3,000
Available Credit	\$43
Cash Access Line	\$600
Available for Cash	\$43
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

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Page 1 of 2

06615 MA MA 20425

CHASE

P.O. BOX 15123
WILMINGTON, DE 19850-5123
For Undeliverable Mail Only

Get updates on the go
Log on to chase.com/alerts

Payment Due Date: 01/19/19
New Balance: \$2,956.88
Minimum Payment: \$92.00

Account number:

\$. Amount Enclosed
Make/Mail to Chase Card Services at the address below:

20425 BEX 9 35618 D

04-2963

CARDMEMBER SERVICE
PO BOX 6294
CAROL STREAM IL 60197-6294

 Call Customer Service: In U.S. 1-800-524-3880 Spanish 1-888-446-3308 TTY 1-800-955-8060 Pay by phone 1-800-436-7958 Outside U.S. call collect 1-302-594-8200	 Send Inquiries to: P.O. Box 15298 Wilmington, DE 19850-5298	 Mail Payments to: P.O. Box 6294 Carol Stream, IL 60197-6294	 Visit Our Website: www.chase.com
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Information About Your Account

Crediting of Payments: You may make payments by any of the options listed below. The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments by regular U.S. mail. Send your payment to the Payments address shown on this statement. Your payments by mail must comply with the instructions on this statement. Do not send cash. Write your Account number on your check or money order. Payments must be accompanied by the payment coupon in the envelope provided with our address visible through the envelope window; the envelope cannot contain more than one payment or coupon; and there can be no staples, paper clips, tape or correspondence included with your payment. If your payment is in accordance with our payment instructions and is made available to us on any day by 5:00 p.m. local time at our Payments address on this statement, we will credit the payment to your Account as of that day. If your payment is in accordance with our payment instructions, but is made available to us after 5:00 p.m. local time at the Payments address on this statement, we will credit it to your Account as of the next calendar day.

You may make payments electronically through our website or by one of our above listed customer service telephone numbers. If we receive your completed payment request through one of these channels by 11:59 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 11:59 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

Account Information Reported to Credit Bureaus: We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the Inquiries address shown on this statement.

To Service and Manage Any of Your Account(s): When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

Notice About Electronic Check Conversion: When you pay by check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the Customer Service number on this statement if you have questions about electronic check collection or do not want your payments collected electronically.

Conditional Payments: Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

Annual Renewal Notice: If your Account Agreement has an annual membership fee, you are responsible for it every year your Account is open. We will add your annual membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee will be added to your purchase balance and may incur interest. The annual membership fee is non-refundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) after we provide the statement on which the annual membership fee is billed. Your payment of the annual membership fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

Calculation of Balance Subject to Interest Rate: To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including new transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overdraft advances). These calculations may combine different categories with the same periodic rates. Variable

rates will vary with the market based on the Prime Rate or such index described in your Account Agreement. There is a transaction fee for each balance transfer, cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction for some accounts. Please see your Account Agreement for information about these fees.

We add transactions and fees to your daily balance no earlier than:

- 1) the date of the transaction – for new purchases, balance transfers, overdraft advances or cash advances;
- 2) the date the payee deposits the check – for new cash advance checks or balance transfer checks;
- 3) the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle, whichever we may choose – for fees

How to Avoid Paying Interest on Purchases: Your due date will be a minimum of 21 days after the close of each billing cycle. If you pay your account in full each billing period by the date and time due, no interest is charged on new purchases month to month. Also, we will not impose interest charges on any portion of a purchase balance you repay while that balance is subject to an interest-free period. Subject to any interest-free period for new purchases, we will begin charging interest from the date a transaction (including any balance transfer, cash advance or overdraft advance), fee or interest charge is added to your daily balance until your account is paid in full. Because we apply payments in excess of your minimum payment first to higher rate balances, you may not be able to avoid interest charges on new purchases if you have another balance at a higher interest rate unless you pay your balance in full each month.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us on a separate sheet at Customer Service, P.O. Box 15299 Wilmington, DE 19850-5299. You may also contact us on the web at chase.com.

In your letter, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing or on the web at chase.com. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Customer Service, P.O. Box 15299 Wilmington, DE 19850-5299 or on the web at chase.com.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

MA10042017

To make changes and manage your account, including changes of address, visit **Chase.com/cardhelp** or call the Customer Service telephone number which appears on your account statement.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
PAYMENTS AND OTHER CREDITS		
12/21	Payment Thank You-Mobile	-65.00
PURCHASE		
12/05		56.67
FEES CHARGED		
12/19	LATE FEE	27.00
	TOTAL FEES FOR THIS PERIOD	\$27.00
INTEREST CHARGED		
12/21	PURCHASE INTEREST CHARGE	36.38
	TOTAL INTEREST FOR THIS PERIOD	\$36.38

2018 Totals Year-to-Date	
Total fees charged in 2018	\$27.00
Total interest charged in 2018	\$352.89

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	14.99%(v)(d)	\$2,952.57	\$36.38
CASH ADVANCES			
Cash Advances	26.99%(v)(d)	- 0 -	- 0 -
BALANCE TRANSFERS			
Balance Transfer	14.99%(v)(d)	- 0 -	- 0 -

30 Days in Billing Period

(v) = Variable Rate
(d) = Daily Balance Method (including new transactions)
(a) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.



February 2019						
S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	1	2
3	4	5	6	7	8	9

New Balance
\$2,960.02

Minimum Payment Due
\$68.00

Payment Due Date
02/19/19

CHASE FREEDOM: ULTIMATE REWARDS® SUMMARY

Previous points balance	169
+ 1% (1 Pt)/\$1 earned on all purchases	57
- Points redeemed this statement period	169
Total points available for redemption	57

Start redeeming today. Visit Ultimate Rewards® at www.ultimaterewards.com

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	14 years	\$5,894
\$103	3 years	\$3,712 (Savings=\$2,182)

If you would like information about credit counseling services, call 1-866-797-2885.

ACCOUNT SUMMARY

Account Number:	
Previous Balance	\$2,956.88
Payment, Credits	-\$92.00
Purchases	+\$56.67
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	+\$38.47
New Balance	\$2,960.02
Opening/Closing Date	12/23/18 - 01/22/19
Credit Limit	\$3,000
Available Credit	\$39
Cash Access Line	\$600
Available for Cash	\$39
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

You always earn unlimited 1% cash back on all your purchases. Activate new bonus categories every quarter. You'll earn an additional 4% cash back, for a total of 5% cash back on up to \$1,500 in combined bonus category purchases each quarter. Activate for free at chase.com/freedom, visit a Chase branch or call the number on the back of your card.

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Page 1 of 2

06615 MA MA 85678

CHASE

P.O. BOX 15123
WILMINGTON, DE 19850-5123
For Undeliverable Mail Only

Get updates on the go
Log on to chase.com/alerts

Payment Due Date: 02/19/19
New Balance: \$2,960.02
Minimum Payment: \$68.00

\$ _____ Amount Enclosed
Make/Mail to Chase Card Services at the address below:

85678 BEX 9 02219 D
KIRA K YOUNG
3204-2963

CARDMEMBER SERVICE
PO BOX 6294
CAROL STREAM IL 60197-6294

 Call Customer Service: In U.S. 1-800-524-3880 Spanish 1-888-446-3308 TTY 1-800-955-8060 Pay by phone 1-800-436-7958 Outside U.S. call collect 1-302-594-8200	 Send Inquiries to: P.O. Box 15298 Wilmington, DE 19850-5298	 Mail Payments to: P.O. Box 6294 Carol Stream, IL 60197-6294	 Visit Our Website: www.chase.com
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Information About Your Account

Making Your Payments: The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments electronically through our website or by one of our customer service phone numbers above. In using any of these channels, you are authorizing us to withdraw funds as a one-time electronic funds transfer from your bank account. In our automated phone system, this authorization is provided via entry of a personal identification number. You may revoke this authorization by cancelling your payment through our website or customer service telephone numbers prior to the payment processing. If we receive your completed payment request through one of these channels by 11:59 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 11:59 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

If you pay by regular U.S. mail to the Payments address shown on this statement, write your account number on your check or money order and include the payment coupon in the envelope. Do not send more than one payment or coupon per envelope. Do not staple, clip or tape the documents. Do not include correspondence. Do not send cash. If we receive your properly prepared payment on any day by 5 p.m. local time at our Payments address on this statement, we will credit to your account that day. If your payment is received after 5 p.m. local time at our Payments address on this statement, we will credit it to your account as of the next calendar day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

Account Information Reported To Credit Bureaus: We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the Inquiries address shown on this statement.

To Service And Manage Any Of Your Account(s): When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

Notice About Electronic Check Conversion: When you pay by check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the Customer Service number on this statement if you have questions about electronic check collection or do not want your payments collected electronically.

Conditional Payments: Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

Annual Renewal Notice: If your Account Agreement has an annual membership fee, you are responsible for it every year your Account is open. We will add your annual membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee will be added to your purchase balance and may incur interest. The annual membership fee is non-refundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) after we provide the statement on which the annual membership fee is billed. Your payment of the annual membership fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

Calculation Of Balance Subject To Interest Rate: To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including new transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overdraft advances). These calculations may combine different categories with the same periodic rates. Variable rates will vary with the market based on the Prime Rate or such index described in your Account Agreement. There is a transaction fee for each balance transfer,

cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction for some accounts. Please see your Account Agreement for information about these fees.

We add transactions and fees to your daily balance no earlier than:

1. the date of the transaction – for new purchases, balance transfers, overdraft advances or cash advances;
2. the date the payee deposits the check – for new cash advance checks or balance transfer checks;
3. the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle, whichever we may choose – for fees

How To Avoid Paying Interest On Purchases: Your due date will be a minimum of 21 days after the close of each billing cycle. If you pay your account in full each billing period by the date and time due, no interest is charged on new purchases month to month. Also, we will not impose interest charges on any portion of a purchase balance you repay while that balance is subject to an interest-free period. Subject to any interest-free period for new purchases, we will begin charging interest from the date a transaction (including any balance transfer, cash advance or overdraft advance), fee or interest charge is added to your daily balance until your account is paid in full. Because we apply payments in excess of your minimum payment first to higher rate balances, you may not be able to avoid interest charges on new purchases if you have another balance at a higher interest rate unless you pay your balance in full each month.

Credit Limit: If you want to inquire about your options to help prevent your account from exceeding your credit limit, please call the number on the back of your card.

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us on a separate sheet at Customer Service, P.O. Box 15299, Wilmington, DE 19850-5299. You may also contact us on the web at chase.com.

In your letter, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing or on the web at chase.com. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Customer Service, P.O. Box 15299, Wilmington, DE 19850-5299 or on the web at chase.com.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

MA10172018

To make changes and manage your account, including changes of address, visit **Chase.com/cardhelp** or call the Customer Service telephone number which appears on your account statement.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
PAYMENTS AND OTHER CREDITS		
12/28	INTEREST CHARGE REVERSAL	-.03
01/12	Payment Thank You-Mobile	-91.97
PURCHASE		
01/07		56.67
INTEREST CHARGED		
01/22	PURCHASE INTEREST CHARGE	38.47
	TOTAL INTEREST FOR THIS PERIOD	\$38.47

2019 Totals Year-to-Date	
Total fees charged in 2019	\$0.00
Total interest charged in 2019	\$38.47

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	15.24%(v)(d)	\$2,972.08	\$38.47
CASH ADVANCES			
Cash Advances	27.24%(v)(d)	- 0 -	- 0 -
BALANCE TRANSFERS			
Balance Transfer	15.24%(v)(d)	- 0 -	- 0 -

31 Days in Billing Period

(v) = Variable Rate
(d) = Daily Balance Method (including new transactions)
(a) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

IMPORTANT NEWS

Get 5% cash back on up to \$1,500 in combined purchases at Gas Stations, Tolls, and Drugstores between January 1 and March 31, 2019. Learn more and activate at chase.com/freedom or call 1-800-524-3880 by March 14, 2019.



March 2019						
S	M	T	W	T	F	S
24	25	26	27	28	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

New Balance
\$23.02

Minimum Payment Due
\$23.02

Payment Due Date
03/19/19

CHASE FREEDOM: ULTIMATE REWARDS® SUMMARY

Previous points balance	57
+ 1% (1 Pt)/\$1 earned on all purchases	57

Total points available for redemption114

Start redeeming today. Visit Ultimate Rewards® at www.ultimaterewards.com

You always earn unlimited 1% cash back on all your purchases. Activate new bonus categories every quarter. You'll earn an additional 4% cash back, for a total of 5% cash back on up to \$1,500 in combined bonus category purchases each quarter. Activate for free at chase.com/freedom, visit a Chase branch or call the number on the back of your card.

ACCOUNT SUMMARY

Account Number:	
Previous Balance	\$2,960.02
Payment, Credits	-\$3,016.69
Purchases	+\$56.67
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	+\$23.02
New Balance	\$23.02
Opening/Closing Date	01/23/19 - 02/22/19
Credit Limit	\$3,000
Available Credit	\$2,976
Cash Access Line	\$600
Available for Cash	\$600
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

YOUR ACCOUNT MESSAGES

Your current statement includes a residual interest charge which is the interest that was assessed from the date of the last statement until the account balance was paid in full. While interest is calculated daily it is only billed monthly.

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Page 1 of 2

06615 MA MA 84925



P.O. BOX 15123
WILMINGTON, DE 19850-5123
For Undeliverable Mail Only

Get updates on the go
Log on to chase.com/alerts

Payment Due Date:	03/19/19
New Balance:	\$23.02
Minimum Payment:	\$23.02

84925 BEX 9 05319 D
KIRA K YOUNG
204-2963

\$ _____ Amount Enclosed
Make/Mail to Chase Card Services at the address below:

CARDMEMBER SERVICE
PO BOX 6294
CAROL STREAM IL 60197-6294

	Call Customer Service: In U.S. 1-800-524-3880 Spanish 1-888-446-3308 TTY 1-800-955-8060 Pay by phone 1-800-436-7958 Outside U.S. call collect 1-302-594-8200		Send Inquiries to: P.O. Box 15298 Wilmington, DE 19850-5298		Mail Payments to: P.O. Box 6294 Carol Stream, IL 60197-6294		Visit Our Website: www.chase.com
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Information About Your Account

Making Your Payments: The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments electronically through our website or by one of our customer service phone numbers above. In using any of these channels, you are authorizing us to withdraw funds as a one-time electronic funds transfer from your bank account. In our automated phone system, this authorization is provided via entry of a personal identification number. You may revoke this authorization by cancelling your payment through our website or customer service telephone numbers prior to the payment processing. If we receive your completed payment request through one of these channels by 11:59 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 11:59 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

If you pay by regular U.S. mail to the Payments address shown on this statement, write your account number on your check or money order and include the payment coupon in the envelope. Do not send more than one payment or coupon per envelope. Do not staple, clip or tape the documents. Do not include correspondence. Do not send cash. If we receive your properly prepared payment on any day by 5 p.m. local time at our Payments address on this statement, we will credit to your account that day. If your payment is received after 5 p.m. local time at our Payments address on this statement, we will credit it to your account as of the next calendar day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

Account Information Reported To Credit Bureaus: We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the Inquiries address shown on this statement.

To Service And Manage Any Of Your Account(s): When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

Notice About Electronic Check Conversion: When you pay by check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the Customer Service number on this statement if you have questions about electronic check collection or do not want your payments collected electronically.

Conditional Payments: Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

Annual Renewal Notice: If your Account Agreement has an annual membership fee, you are responsible for it every year your Account is open. We will add your annual membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee will be added to your purchase balance and may incur interest. The annual membership fee is non-refundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) after we provide the statement on which the annual membership fee is billed. Your payment of the annual membership fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

Calculation Of Balance Subject To Interest Rate: To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including new transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overdraft advances). These calculations may combine different categories with the same periodic rates. Variable rates will vary with the market based on the Prime Rate or such index described in your Account Agreement. There is a transaction fee for each balance transfer,

cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction for some accounts. Please see your Account Agreement for information about these fees.

We add transactions and fees to your daily balance no earlier than:

1. the date of the transaction – for new purchases, balance transfers, overdraft advances or cash advances;
2. the date the payee deposits the check – for new cash advance checks or balance transfer checks;
3. the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle, whichever we may choose – for fees

How To Avoid Paying Interest On Purchases: Your due date will be a minimum of 21 days after the close of each billing cycle. If you pay your account in full each billing period by the date and time due, no interest is charged on new purchases month to month. Also, we will not impose interest charges on any portion of a purchase balance you repay while that balance is subject to an interest-free period. Subject to any interest-free period for new purchases, we will begin charging interest from the date a transaction (including any balance transfer, cash advance or overdraft advance), fee or interest charge is added to your daily balance until your account is paid in full. Because we apply payments in excess of your minimum payment first to higher rate balances, you may not be able to avoid interest charges on new purchases if you have another balance at a higher interest rate unless you pay your balance in full each month.

Credit Limit: If you want to inquire about your options to help prevent your account from exceeding your credit limit, please call the number on the back of your card.

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us on a separate sheet at Customer Service, P.O. Box 15299, Wilmington, DE 19850-5299. You may also contact us on the web at chase.com.

In your letter, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing or on the web at chase.com. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Customer Service, P.O. Box 15299, Wilmington, DE 19850-5299 or on the web at chase.com.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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To make changes and manage your account, including changes of address, visit **Chase.com/cardhelp** or call the Customer Service telephone number which appears on your account statement.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
PAYMENTS AND OTHER CREDITS		
02/10	Payment Thank You-Mobile	-2,500.00
02/13	Payment Thank You-Mobile	-516.69
PURCHASE		
02/05		56.67
INTEREST CHARGED		
02/22	PURCHASE INTEREST CHARGE	23.02
	TOTAL INTEREST FOR THIS PERIOD	\$23.02

2019 Totals Year-to-Date	
Total fees charged in 2019	\$0.00
Total interest charged in 2019	\$61.49
Year-to-date totals do not reflect any fee or interest refunds you may have received.	

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	15.24%(v)(d)	\$1,778.94	\$23.02
CASH ADVANCES			
Cash Advances	27.24%(v)(d)	- 0 -	- 0 -
BALANCE TRANSFERS			
Balance Transfer	15.24%(v)(d)	- 0 -	- 0 -

31 Days in Billing Period

(v) = Variable Rate
(d) = Daily Balance Method (including new transactions)
(a) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.



April 2019						
S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

New Balance
\$0.00

Minimum Payment Due
\$0.00

Payment Due Date
04/19/19

CHASE FREEDOM: ULTIMATE REWARDS® SUMMARY

Previous points balance	114
+ 1% (1 Pt)/\$1 earned on all purchases	57
Total points available for redemption	171

Start redeeming today. Visit Ultimate Rewards® at www.ultimaterewards.com

You always earn unlimited 1% cash back on all your purchases. Activate new bonus categories every quarter. You'll earn an additional 4% cash back, for a total of 5% cash back on up to \$1,500 in combined bonus category purchases each quarter. Activate for free at chase.com/freedom, visit a Chase branch or call the number on the back of your card.

ACCOUNT SUMMARY

Account Number:	
Previous Balance	\$23.02
Payment, Credits	-\$79.69
Purchases	+\$56.67
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	<u>\$0.00</u>
New Balance	\$0.00
Opening/Closing Date	02/23/19 - 03/22/19
Credit Limit	\$3,000
Available Credit	\$3,000
Cash Access Line	\$600
Available for Cash	\$600
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

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06615 MA MA 84920



P.O. BOX 15123
WILMINGTON, DE 19850-5123
For Undeliverable Mail Only

Get updates on the go
Log on to chase.com/alerts

Payment Due Date:	04/19/19
New Balance:	\$0.00
Minimum Payment:	\$0.00

Account number

84920 BEX 9 08119 D
KIRA K YOUNG
653 RACINE AVE
COLUMBUS OH 43204-2963

\$ _____ Amount Enclosed
Make/Mail to Chase Card Services at the address below:

CARDMEMBER SERVICE
PO BOX 6294
CAROL STREAM IL 60197-6294

	Call Customer Service: In U.S. 1-800-524-3880 Spanish 1-888-446-3308 TTY 1-800-955-8060 Pay by phone 1-800-436-7958 Outside U.S. call collect 1-302-594-8200		Send Inquiries to: P.O. Box 15298 Wilmington, DE 19850-5298		Mail Payments to: P.O. Box 6294 Carol Stream, IL 60197-6294		Visit Our Website: www.chase.com
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Information About Your Account

Making Your Payments: The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments electronically through our website or by one of our customer service phone numbers above. In using any of these channels, you are authorizing us to withdraw funds as a one-time electronic funds transfer from your bank account. In our automated phone system, this authorization is provided via entry of a personal identification number. You may revoke this authorization by cancelling your payment through our website or customer service telephone numbers prior to the payment processing. If we receive your completed payment request through one of these channels by 11:59 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 11:59 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

If you pay by regular U.S. mail to the Payments address shown on this statement, write your account number on your check or money order and include the payment coupon in the envelope. Do not send more than one payment or coupon per envelope. Do not staple, clip or tape the documents. Do not include correspondence. Do not send cash. If we receive your properly prepared payment on any day by 5 p.m. local time at our Payments address on this statement, we will credit to your account that day. If your payment is received after 5 p.m. local time at our Payments address on this statement, we will credit it to your account as of the next calendar day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

Account Information Reported To Credit Bureaus: We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the Inquiries address shown on this statement.

To Service And Manage Any Of Your Account(s): When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

Notice About Electronic Check Conversion: When you pay by check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the Customer Service number on this statement if you have questions about electronic check collection or do not want your payments collected electronically.

Conditional Payments: Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

Annual Renewal Notice: If your Account Agreement has an annual membership fee, you are responsible for it every year your Account is open. We will add your annual membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee will be added to your purchase balance and may incur interest. The annual membership fee is non-refundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) after we provide the statement on which the annual membership fee is billed. Your payment of the annual membership fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

Calculation Of Balance Subject To Interest Rate: To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including new transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overdraft advances). These calculations may combine different categories with the same periodic rates. Variable rates will vary with the market based on the Prime Rate or such index described in your Account Agreement. There is a transaction fee for each balance transfer,

cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction for some accounts. Please see your Account Agreement for information about these fees.

We add transactions and fees to your daily balance no earlier than:

1. the date of the transaction – for new purchases, balance transfers, overdraft advances or cash advances;
2. the date the payee deposits the check – for new cash advance checks or balance transfer checks;
3. the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle, whichever we may choose – for fees

How To Avoid Paying Interest On Purchases: Your due date will be a minimum of 21 days after the close of each billing cycle. If you pay your account in full each billing period by the date and time due, no interest is charged on new purchases month to month. Also, we will not impose interest charges on any portion of a purchase balance you repay while that balance is subject to an interest-free period. Subject to any interest-free period for new purchases, we will begin charging interest from the date a transaction (including any balance transfer, cash advance or overdraft advance), fee or interest charge is added to your daily balance until your account is paid in full. Because we apply payments in excess of your minimum payment first to higher rate balances, you may not be able to avoid interest charges on new purchases if you have another balance at a higher interest rate unless you pay your balance in full each month.

Credit Limit: If you want to inquire about your options to help prevent your account from exceeding your credit limit, please call the number on the back of your card.

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us on a separate sheet at Customer Service, P.O. Box 15299, Wilmington, DE 19850-5299. You may also contact us on the web at chase.com.

In your letter, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing or on the web at chase.com. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Customer Service, P.O. Box 15299, Wilmington, DE 19850-5299 or on the web at chase.com.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

MA10172018

To make changes and manage your account, including changes of address, visit **Chase.com/cardhelp** or call the Customer Service telephone number which appears on your account statement.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
PAYMENTS AND OTHER CREDITS		
02/26	Payment Thank You-Mobile	-23.02
03/09	Payment Thank You-Mobile	-56.67
PURCHASE		
03/05		56.67

2019 Totals Year-to-Date	
Total fees charged in 2019	\$0.00
Total interest charged in 2019	\$61.49

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases prior to 02/26/2019	15.24%(v)(d)	- 0 -	- 0 -
Purchases	15.24%(v)(d)	- 0 -	- 0 -
CASH ADVANCES			
Cash Advances	27.24%(v)(d)	- 0 -	- 0 -
BALANCE TRANSFERS			
Balance Transfer	15.24%(v)(d)	- 0 -	- 0 -

28 Days in Billing Period

(v) = Variable Rate
(d) = Daily Balance Method (including new transactions)
(a) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.



CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Kira Young, on behalf of herself and all others similarly situated

(b) County of Residence of First Listed Plaintiff Franklin County (Ohio)
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

P. Bradford deLeeuw, Esq. of Rosenthal, Monhait & Goddess, P.A.
919 N. Market St., Suite 1401
Wilmington, DE 19801

DEFENDANTS

Chase Bank USA, N.A.; JP Morgan Chase Bank, N.A.; and JP Morgan Chase & Co.

County of Residence of First Listed Defendant New Castle County (DE)
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

N/A

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332(d)(2) and (6)

Brief description of cause:

Breach of contract and unfair and deceptive practices for Defendant's charging of interest on certain transactions

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

06/03/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Brad deLeeuw

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Chase Fails to Disclose Interest-Free Grace Period Doesn't Apply to All New Purchases, Class Action Alleges](#)
