Dr. Robert J. Lahm, Jr.

February 11, 2009

SENT VIA FAX to 713-336-4301, 5 Pages

Ms. Debra Baker
Customer Service Manager
Customer Assistance Group
Office of the Comptroller of the Currency (OCC)
1301 McKinney Street
Suite 3450
Houston, Texas 77010-9050
Phone: 800-613-6743
http://www.HelpWithMyBank.gov

RE: Case# 844193
CHASE BANK USA, NATIONAL ASSOCIATION

Dear Ms. Baker:

The January 24, 2009 FAX that I sent to the OCC, consisting of 23 pages, experienced some technical difficulties during the transmission process. As a result, I was left wondering if all pages had been received. Accordingly, I called to verify your receipt in good order, and was gratified that despite my doubts, all pages were indeed successfully transmitted.

During the course of my conversation with one of your Specialists as it relates to the above, I was informed that my information would be sent to Chase, for a response. On Monday, January 26, 2009, I received a call from a Chase Executive Offices representative, Ms. Kathleen Klawuner, who wanted to speak with me regarding the correspondence under discussion, which it apparently had received as forwarded from the OCC. At the moment when I received her call (around 3:00 p.m., that day), I was preparing my departure to teach an evening class. I apologized to Ms. Klawuner, indicating that she caught me at an unworkable time.

In the interim, several developments have occurred, and I am writing to inform you of how these developments have impacted my disposition towards Chase in this matter (with possible implications for the above referenced OCC case):

I have since received a letter from Ms. Klawuner, dated January 29, 2009 (and the OCC was listed as a recipient by virtue of a “cc” copy).

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Ms. Klawuner's letter demonstrated Chase's insistence on portraying the new $10 monthly charge, as a "monthly service charge." However, this portrayal is inconsistent with Chase's actual change in terms notice of November 2008, which clearly expressed that the $10 monthly charge, is indeed a finance charge.

Accordingly, I would like to direct your attention to the fact that a copy of the change in terms notice was sent and verified as received by the OCC Specialist with whom I spoke. Secondly, Ms. Klawuner should be familiar with that document (and if not, she did leave a voice mail message in which she stated that this matter had been "escalated to the highest level"). Thus, if she is to carry on meaningful correspondence as it pertains to this matter, Ms. Klawuner and her colleagues at the highest level of Chase should observe the following, as stated in the change in terms notice, I quote (panel 2 of 2):

"The charge is $10 per month ($120 total annually), and it is a finance charge."

Since the $10 monthly service charge "is a finance charge" to be imposed, obviously, this would add to the total finance charges and thereby violate the promotional offer's promise of a "3.99% fixed APR Until the balance is paid in full" rate, by adding additional finance charges to the originally promised rate in the promotional materials.

The same issue prevails (violation the promotional offer and assurances of Chase executives) with respect to the Chase Executive Offices letter of October 10, 2006, granting assurances directly to me, that the "3.99% fixed" rate would remain fixed. While I acknowledge and appreciate the portion of Ms. Klawaner's letter which stated that the "November 2008 [change in terms notice] will also not affect the promotional [3.99%] promotional APR for this [original $20,500] balance transfer check," about which this present OCC case is concerned, the assertion that the promotional rate has not been affected, when a new $10 monthly charge that "is a finance charge" is being imposed, is by definition, incorrect. If Chase executives at the "highest level" are unaware that adding new finance charges to an existing fixed rate increases the overall rate, then that would explain some issues with the bail out and banking system.

Nevertheless, Chase's response leaves me in a position such that I must point out that there is no benefit to engaging in "circular" discussions with Chase by telephone or otherwise (which are to be predicted since Chase obviously plans to continue to "hunker down," relative to me as well as thousands of other account holders). Since one would have every reason to expect that Chase Executive Offices correspondents at the "highest level" can discern differences in interest rates with respect to the above two scenarios (as also continuously mentioned in my other letters, starting with the one dated December 3, 2008), then I can only conclude that Chase is now engaged in "stonewalling" me on this issue. It

is up to the OCC to decide whether or not it has an appreciation for this tactic as it pertains to this case and me, or its own time and resources. It is also up to the OCC to decide if it really has a role, or not, relative to "Help[ing]WithMyBank.gov."

I have other reasons, to not go "round and round," but the most important of these is that I must have any settlement agreement in writing, signed by a representative of Chase Card Services Executive Offices (or other individual) with the authority to bind Chase to that agreement (and even with that, communications from Chase in any form remain highly suspect, as evidenced by this most recent failure to observe established facts, as well as previous correspondence to date).

The settlement offer I outlined in my January 24, 2009 letter was quite fair and reasonable, in that it gave Chase the "alternative" to correct its transgressions relative to my own account, and to apologize to other account holders by issuing a press release rescinding its change in terms notice. Unfortunately, since Chase has evidently decided to exacerbate this issue, I have begun to further assess areas of harm done to me (and quite possibly in analogous ways, other affected account holders).

Mounting a resistance of sufficient momentum against Chase for its improper treatment of me has also entailed sharing my personal story with more and more individuals, ranging from colleagues and government entities to advocacy groups. The result could be characterized as a "double-edged sword," which cuts both ways, in that I have become visible by virtue of defending myself and may be called upon to repeat my personal story about the injustices perpetrated by Chase before the public eye, with risks to me personally and professionally that are frankly, incalculable.

In the interim, since the time my calls were received from Ms. Klawuner, I was contacted by a journalist with the *New York Times*, and I have subsequently become a part of that journalist's coverage. As it pertains to what is now proven "circularity" in my communications with Chase, the cooperation I gave to this journalist was deemed necessary as the only effective means available to me, given that Chase did not correct this situation with my account immediately after receiving my letter of December 3, 2008 to Chase Card Services CEO, Gordon Smith (which cited Chase's failure to honor its assurances to me in its letter of October 10, 2006).

Chase continues to "play games" as evidenced by its misrepresentation of facts, obfuscation, and its failure to tell the truth on numerous occasions in several venues, and its letter to me of January 29, 2009. Its actions have now led to the filing of more than one class action lawsuit pertaining to this change in terms agreement. I'm sure that Chase

already has, or will soon be accepting service on these lawsuits, but I am bringing this to the attention of the OCC so that it might recognize that this matter will not go away. I also doubt that a reasonable judge or a jury would have much appreciation for Chase's argument that a new $10 per month charge disclosed as one that *"is a finance charge,"* now supposedly is not a finance charge because Chase wants to play "make-believe" by using other terminology such as "service charge" or "fee."

Further, I am aware of other investigations for additional possible class action lawsuits, and thus, it appears, Chase intends to persist in its position, which certainly suggests that Chase does not intend to provide any relief to me, or to others who are "similarly situated," and have been similarly harmed, without being forced to do so.

I regard Chase's letter of December 30, 2008 (in reply to the December 3, 2008 letter to Gordon Smith) as a "premeditated" response, which failed to address most of the key points that I had raised in my letter of December 3, 2008. Further, I have since verified through other contacts (and based on widely known information circulated on the Internet), that Chase's December 30, 2008 letter included passages which are otherwise known as "boilerplate" (i.e., a form letter sent to numerous other complainants who have also contacted Chase). I do think it is logical to conclude that Chase in all likelihood anticipated that numerous complaints would be received at the time its executives were first conjuring up the change in terms notice under discussion here, given the substantial (and stinging) impact that these drastic changes to account terms would entail. Hence, continued "circularity" is a relative certainty, exacerbating the situation.

There really is nothing to discuss by telephone and engage in "round and round," conversations given that Chase has established through written communications that it obviously intends to play games with me (and other account holders).

Notwithstanding the lack of necessity to discuss this matter by telephone, and in the event that any discussions are held, Chase should be advised that I reserve the right to record conversations (especially since reciprocity exists with respect to its own policies and customer call center announcements; and, even its own written artifacts reflect discrepancies between one another).

Accordingly, the OCC and Chase should anticipate that this matter is not settled, and that my original, generous offer as discussed in my letter of January 24, 2009, will by virtue of Chase's pattern of unresponsiveness in addressing relevant issues and decision to exacerbate the harm being done to me and to others, as evidenced by the absurdity of its most recent letter, must now by necessity, be modified.

I will respond with additional remarks in future correspondence. Should Chase wish to reconsider the obstructionist behavior it has exhibited as evidenced in its correspondence with me (and in other venues) to date, I will allow that one option remains viable, which is, to issue the press release retracting this action against me and others (as was outlined in my aforementioned letter, incorporated herein by reference).

Sincerely,

Dr. Robert J. Lahm, Jr.
(Electronic Signature)

Dr. Robert J. Lahm, Jr.
http://ChangeInTerms.com

cc. Collegially provided to Professor Elizabeth Warren, Chair, T.A.R.P. Committee, et al