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UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

CHARLES CLAUSEN individually and on behalf of all others similarly situated,

Plaintiff,

v.

CHASE BANK USA, N.A.,

Defendant.

Case No. CV '09-3017 CL

CLASS ACTION ALLEGATION

COMPLAINT (Breach of Contract, Negligent Misrepresentation, Fraud, Unjust Enrichment/Restitution, Breach of Implied Covenant of Good Faith and Fair Dealing, Violation of 15 USC 1601 et seq., Declaratory Relief)

JURY TRIAL DEMANDED

Plaintiff, on behalf of himself and all others similarly situated, hereby submits the following class action complaint. Plaintiff, on behalf of himself and all others similarly situated, upon personal knowledge as to his own acts and status, and upon information and belief as to all other matters, alleges as follows:

NATURE OF THE ACTION

1. This class action seeks to remedy a carefully-calculated effort by Defendant Chase Bank USA, N.A. ("Chase") to force customers to pay higher interest rates and amounts than they bargained for in connection with their loan agreements with Chase.

2. In November 2008, Chase reneged on promises used to induce credit card holders to transfer balances from other credit card accounts, or to use Chase's "loan checks" to increase the amount of their credit outstanding. The promise that induced these cardholders to increase the amount of the credit they held at Chase was that the balances of the credit transfer or loan check amounts would remain at a specified low interest rate, 2.99% for Plaintiff, until the balance was paid off. Chase reneged by placing a $10 per month finance charge on these accounts, and raising the minimum payment due each month. Chase then uses its unilateral implementation of these onerous terms to coerce cardholders to agree to a higher rate of interest or to pay the loan balances in full.

3. In doing so, Chase consistently misrepresents the facts applicable to these accounts and violates the Truth in Lending Act. For example, the "Important Notice Regarding Changes to Your Account Terms" falsely states that, "Your APRs will not be impacted by these changes." According to Chase, it implemented these changes because the promised low APRs "are not profitable enough."

4. Chase's conduct is without legal justification. Chase unilaterally, unfairly and illegally changed the terms of the loans, increasing their effective interest rates. Chase increased the interest rates and minimum monthly payments on these accounts in an attempt to unfairly accelerate repayment of outstanding balances and to increase immediate revenues.

5. As a result, Chase customers have been damaged by, inter alia, having to pay interest accrued at higher rates than Chase promised would govern for the life of the loan or by being presented with false information about their options at Chase or by incurring the costs and effort of transferring their accounts.

6. Chase has failed to fulfill the promises made to its customers and has contravened its representations, including the very representations that induced customers to incur debt, thereby breaching its loan agreements with customers and violating common and statutory law prohibiting false advertising and unfair and fraudulent business practices.

7. Chase further failed to adequately disclose finance charges levied in connection with these accounts, in violation of the Truth in Lending Act, 15 U.S.C. § 1601 et. seq. ("TILA").

8. Plaintiff, individually and on behalf of all others similarly situated, seeks declaratory relief, and injunctive relief to stop Chase from overcharging its customers, as well as damages, restitution, disgorgement of profits, and costs of suit as may be appropriate.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1640(e), and pursuant to 28 U.S.C. 1332(d), since there are at least 100 class members in the proposed class, the combined claims of proposed class members exceed $5,000,000 exclusive of interest and costs, and there are numerous class members who are citizens of states other than Defendant's state of citizenship, which is New York or Delaware.

10. This Court has personal jurisdiction over Chase because a substantial portion of the wrongdoing alleged in this Complaint took place in this state, Chase is authorized to do business here, Chase has sufficient minimum contacts with this state, and/or Chase otherwise intentionally avails itself of markets in this state through the promotion, marketing and sale of its products and services in this state, to render the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) because Plaintiff resides here, because Chase has hundreds, if not thousands, of customers in this District, because Chase has received substantial fees from consumers who hold accounts here, and because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District.

PARTIES

12. Plaintiff Charles B. Clausen is an individual over the age of 18 and a resident of Josephine County, Oregon.

13. Chase is a national banking association, headquartered in New York, New York. Chase is a wholly-owned subsidiary of JP Morgan Chase & Co. ("JPM"), a leading global financial services firm with assets of approximately $2.3 trillion. Chase is the legal entity for JPM's credit card business.

14. Chase is one of the largest credit card companies in the United States, with at least hundreds of thousands of credit card customers throughout the United States and at least tens of thousands of credit card customers throughout the state of Oregon.

GENERAL ALLEGATIONS

15. Approximately four years ago, Chase began to offer its customers loans with low interest rates which it represented would last "until the balance is paid off." These loan offers are initiated through balance transfer offers and "blank checks" that Chase sends from time to time to its customers. During the relevant time period, Chase offered such loans at interest rates ranging from 2.99% to 4.99% APR for the life of the loan.

16. In some respects, these loan offers are subject to Chase's "Cardmember Agreement," which gives Chase the right to revoke the "life of the loan" offer in the event of default, but does not give Chase the right to change the applicable interest rate for these "life of the loan" loans absent a default.

17. Not satisfied with its return on these low interest loans, and in an effort to squeeze additional funds from its customers, Chase decided to unilaterally, illegally and unfairly change the terms of Borrowers' loans. These changes were intended to, and had the effect of, forcing Borrowers to immediately pay their loan balances in full, increasing the applicable interest rates for Borrowers, and/or forcing Borrowers to transfer their existing loan balances to accounts with higher and variable interest rates.

18. Beginning in November 2008, Chase sent "notices" to each Borrower with an outstanding loan balance, notifying them of the following changes to the terms of their loan agreements:

- A new "Account Service Charge" of $10 per month will be applied to each Borrower's account.

- Each Borrower's minimum payment (i.e. the amount they need to pay each month to not be in default) was increased by 150%--from 2% to 5% of the ending balance on their monthly statement.[1]

19. These new terms were not previously disclosed to Borrowers, either in Chase's offer letters sent to Borrowers or otherwise.

20. The "notices" further state that these new and unfair changes will apply "unless you notify us that you wish to close your account within 30 days...and at the same time, you pay your outstanding balance in full." . Chase did not otherwise give Borrowers the option to opt out of the changes set forth in the "notices."

21. The "notices" further state: "Important: Your APRs will not be impacted by these changes." That assertion is false.

22. The monthly $10 "Account Service Charge," which Chase refers to as a "finance charge" in its monthly billing statements and elsewhere in the "notice" refers to as a "Service Charge-Finance Charge," is effectively an increase to the low interest rates that Chase falsely promised would apply "for the life of the loan."

23. For financing purposes, Chase carries the monthly $10 finance charge as a credit card purchase, i.e., though it was imposed as a charge incurred in connection with Borrowers' loan transfer or check loans, Chase subjects it to the higher credit card interest rate, and not the lower promotional rate of 2.99% to 4.99%. This is true even if Borrowers have no purchases or charges other than their initial promotional amount.

24. Chase's unilateral changes to the terms of Borrowers' accounts, described herein, are not consistent with sound banking judgment or safe and sound banking principles.

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[1] A true and correct copy of the "notice" received by Plaintiff is attached hereto.

25. When Plaintiff complained about the changes to his account as set forth in the "notices," Chase presented him with two options to avoid such changes: (1) paying their loan balance in full immediately (which was the only option presented in the "notice"); or (2) transferring his loan balance to a new account with a higher, limited duration interest rate (typically, 7.99%), with Chase having broad discretion to significantly increase that interest rate after the limited duration period expires.

26. Thus, by threatening to effectively raise Borrowers' interest rates through the imposition of the monthly $10 finance charge and dramatically increasing their minimum monthly payments, Chase sought to coerce Borrowers to pay their entire loan balances in full immediately or transfer their loan balances to accounts with significantly higher and variable interest rates.

27. As a result of the conduct described above, the members of the Class, defined below, suffered harm in that they were subjected to interest rates and minimum payments that were higher than was promised by Chase, were subjected to false and illegal statements in an attempt to force them to convert to higher interest loans and, in most cases, were forced to pay Chase more than they bargained for. Chase has been substantially and unjustly enriched as a result of the conduct describe above.

28. Plaintiff has held his account for the last six years. During that time, he has received numerous promotional loan offers from Chase.

29. In or about August 2008, based on Chase's representations, Plaintiff accepted an offer from Chase to conduct an online balance transfer in the amount of $5,700 at an interest rate of 2.99% APR until the balance on the loan was paid off.

30. The offer did not indicate in any way that a service or finance charge would or could be applied, or that Plaintiff's interest rate would or could be increased, if Plaintiff was not in default.

31. Since he accepted this loan offer, Plaintiff made regular monthly payments and has never been in default.

32. In or around November 2008, Clausen received a "notice" from Chase, along with his monthly billing statement, that indicated that: (1) Chase was imposing a $10 monthly "Account Service Charge" in connection with his balance transfer; and (2) his minimum monthly payment was being increased from 2% to 5% of his outstanding balance. The "notice" further stated that: "Important: Your APRs will not be impacted by these changes." The "notice" further stated that the changes would apply "unless you notify us that you wish to close your account within 30 days...and at the same time, you pay your outstanding balance in full."

33. Plaintiff called Chase to ask about the changes to his account. Plaintiff spoke with a customer service representative who told Plaintiff that the changes had nothing to do with his credit history, but that it was an action Chase needed to take because the 2.99% APR alone was not sufficiently profitable for Chase, as Plaintiff was not making new charges on his account.

34. None of the claims for relief asserted in this controversy are subject to arbitration or any valid arbitration agreement. To the extent that Defendant asserts that such claims are subject to an arbitration agreement, Plaintiff, on behalf of himself and the Class—as defined below—seeks declaratory relief in the form of a finding that such a purported agreement is void and unenforceable as against public policy and/or unconscionable.

CLASS ALLEGATIONS

35. Plaintiff brings this action pursuant to Federal Rule of Civil Procedure 23, on behalf of himself and others similarly situated. The "Class" is defined as follows:

> All persons or entities who reside in the state of Oregon and who entered into a loan agreement with Chase, whereby Chase promised an applicable interest rate of between 2.99% to 4.99% APR until the loan balance was paid in full, but who have been notified by Chase that they will be charged a $10 monthly "Account Service Charge" in connection with their accounts and/or would be required to make monthly minimum payments higher than 2% of their outstanding loan balance.

36. The following persons shall be excluded from the Class: (1) Chase and its subsidiaries and affiliates; (2) all persons who make a timely election to be excluded from the proposed Class; (3) governmental entities; and (4) the judge(s) to whom this case is assigned and any immediate family members thereof.

37. Plaintiff reserves the right to modify or amend the Class definition(s) before the Court determines whether certification is appropriate.

38. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of their claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

39. Numerosity Under Rule 23(a)(1). The members of the Class are so numerous that individual joinder of all the members is impracticable. Plaintiff is informed and believes that there are at least many thousands of Chase card holders who have been damaged by Chase's unfair, deceptive and illegal conduct alleged herein.

40. Commonality Under Rule 23(a)(2). This action involves common questions of law and fact, including, but not limited to, the following:

a. Whether Chase's imposition of the monthly "Service Charge-Finance Charge" is effectively an increase in the interest rates members of the Class are required to pay in connection with their loan agreements;

b. Whether Chase was permitted, under the terms of its loan agreements with members of the Class to impose the monthly "Service Charge-Finance Charge";

c. Whether Chase was permitted, under the terms of its loan agreements with members of the Class to subject the monthly "Service Charge-Finance Charge" to a significantly higher interest rate;

d. Whether Chase provided an adequate "opt out" mechanism for cardholders who did not agree to the monthly "Service Charge-Finance Charge" and/or increase in minimum monthly payments;

e. Whether Chase failed to adequately disclose finance charges in violation of TILA;

f. Whether Chase has been unjustly enriched as a result of the conduct complained of herein;

g. Whether Chase's conduct complained of herein is intentional and knowing;

h. Whether Chase's conduct complained of herein is reckless;

i. Whether Plaintiff and members of the Class are entitled to damages, restitution, disgorgement of profits, declaratory relief, and/or injunctive relief, as a result of Chase's conduct complained of herein; and

j. Whether the arbitration and class action waiver provision contained in Chase's Cardmember Agreement are contrary to public policy, unconscionable, and unenforceable.

41. Typicality Under Rule 23(a)(3). The named Plaintiff's claims are typical of (and not antagonistic to) the claims of the members of the Class. Plaintiff and the members of the Class he seeks to represent have all been deceived and damaged by Chase's deceptive conduct and breach.

42. Adequacy of Representation under Rule 23(a)(4). Plaintiff will fairly and adequately protect the interests of the members of the Class, and the representative Plaintiff's interests are coincident with and not antagonistic to those of the other class members they seek to represent. Plaintiff retained competent counsel to represent them and the Class.

43. The Class Can Be Properly Maintained Under Rules 23(b)(2) and (c). Chase has acted or refused to act, with respect to some or all issues presented in this Complaint, on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

44. The Class Can Be Properly Maintained Under Rules 23(b)(3) and (c). Questions of law and fact common to the members of the Class predominate over any questions affecting only individual members with respect to some or all issues presented in this Complaint. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Individual litigation of the claims of all class members is impracticable because the cost of litigation would be prohibitively expensive for each class member and would impose an immense burden upon the courts. Individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all

parties and to the court system resulting from multiple trials of the same complex legal and factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and is the only means to protect the rights of all class members.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
(Breach of Contract)

45. Plaintiff, on behalf of himself and the Class, re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs, as though they are alleged in full herein.

46. The material terms of Chase's loan agreements with Plaintiff and the members of the Class included Chase's promise that interest rates of between 2.99% and 4.99% APR would remain in effect "for the life of the loan."

47. Plaintiff and all members of the Class gave consideration that was fair and reasonable, and have performed all conditions, covenants, and promises required to be performed under their respective loan agreements with Chase.

48. As alleged herein, Chase breached its contractual promise to provide loans at interest rates between 2.99% and 4.99% APR "for the life of the loan" by:

(a) imposing monthly finance charges, which effectively increased the interest rates that Chase promised would apply "for the life of the loan"; and

(b) subjecting the monthly finance charges to interest rates significantly higher than the rates Chase promised would apply "for the life of the loan."

49. By reason of Chase's breaches, the members of the Class were subjected to higher interest rates, and were forced to pay more to Chase, in connection with their loans than they bargained for, and have suffered damages in an amount to be proven at trial.

50. Chase directly benefitted from, and was unjustly enriched by, its contractual breaches alleged herein.

SECOND CAUSE OF ACTION
(Negligent Misrepresentation)

51. Plaintiff, on behalf of himself and the Class, re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs, as though they are alleged in full herein.

52. As alleged herein, in the course of conducting its business of providing credit products and services, Chase falsely represented to Plaintiff and members of the Class that:

(a) interest rates of between 2.99% to 4.99% APR would apply to their promotional loans "for the life of the loan."; and

(b) their interest rates "will not be impacted by" the changes to the loan terms set forth in Chase's "notices."

53. Chase's misrepresentations were supplied for the purpose of affecting Plaintiff's and Class members' financial decisions.

54. Chase had no reasonable grounds for believing that its misrepresentations were true.

55. Chase failed to exercise reasonable care and/or diligence in communicating its misrepresentations.

56. Chase's misrepresentations were objectively material to the reasonable consumer, and therefore reliance upon such representations may be presumed as a matter of law.

57. Chase intended that Plaintiff and members of the Class would rely on its misrepresentations.

58. Plaintiff and members of the Class reasonably and justifiably relied to their detriment on Chase's misrepresentations.

59. As a proximate result of Chase's misrepresentations, Plaintiff and members of the Class were damaged in an amount to be proven at trial.

60. Chase directly benefit from, and was unjustly enriched by, its misrepresentations.

THIRD CAUSE OF ACTION
(Fraud)

61. Plaintiff, on behalf of himself and the Class, re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs, as though they are alleged in full herein.

62. As alleged herein, in the course of conducting its business of providing credit products and services, Chase has intentionally and falsely represented to Plaintiff and members of the Class that:

(a) interest rates of between 2.99% to 4.99% APR would apply to their promotional loans "for the life of the loan."; and

(b) their interest rates "will not be impacted by" the changes to the loan terms set forth in Chase's "notices."

63. The misrepresentations alleged herein were objectively material to the reasonable consumer, and therefore reliance upon such representations may be presumed as a matter of law.

64. Chase knew that the misrepresentations alleged herein were false at the time it made them and/or acted recklessly in making such misrepresentations.

65. In making the misrepresentations alleged herein, Chase intended that Plaintiff and members of the Class would rely on such misrepresentations.

66. Plaintiff and members of the Class reasonably and justifiably relied to their detriment on Chase's intentional misrepresentations.

67. As a proximate result of Chase's intentional misrepresentations, Plaintiff and members of the Class suffered damages in an amount to be proven at trial.

68. Chase directly benefitted from, and was unjustly enriched by, its intentional misrepresentations.

FOURTH CAUSE OF ACTION
(Unjust Enrichment/Restitution)

69. Plaintiff, on behalf of himself and the Class, re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs, as though they are alleged in full herein.

70. By its deceptive, misleading and unlawful conduct alleged herein, Chase unjustly received a benefit at the expense of Plaintiff and Class members.

71. It is unjust to allow Chase to retain the profits from its deceptive, misleading and unlawful conduct alleged herein without providing compensation to Plaintiff and the Class.

72. Chase acted with conscious disregard for the rights of Plaintiff and Class members.

73. Plaintiff and members of the Class are entitled to restitution of, disgorgement of, and/or the imposition of a constructive trust upon, all profits, benefits, and other compensation obtained by Chase from its deceptive, misleading and unlawful conduct.

FIFTH CAUSE OF ACTION
(Breach of Implied Covenant of Good Faith and Fair Dealing)

74. Plaintiff, on behalf of himself and the Class, re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs, as though they are alleged in full herein.

75. Under common law, a covenant of good faith and fair dealing is implied into every contract.

76. Chase violated this covenant of good faith and fair dealing in its loan agreements with Plaintiff and members of the Class by: (a) unilaterally imposing unfair and unconscionable changes to the interest rates and other loan terms; (b) coercing and/or attempting to coerce Plaintiff and members of the Class to pay their entire loan balances in full prematurely; and (c) coercing and/or attempting to coerce Plaintiff and members of the Class to transfer their loan balances to accounts with higher and variable interest rates.

77. Plaintiff and members of the Class performed all, or substantially all, of the significant duties required by their loan agreements with Chase.

78. The conditions required for Chase's performance under the loan agreements had occurred.

79. Chase unfairly interfered with the right of Plaintiff and Class members to receive the benefits under their loan agreements with Chase.

80. Plaintiff and the Class have been damaged by Chase's breach of the implied covenant of good faith and fair dealing in an amount to be proven at trial.

SIXTH CAUSE OF ACTION
(15 U.S.C. § 1601 et. seq.)

81. Plaintiff, on behalf of himself and the Class, re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs, as though they are alleged in full herein.

82. Pursuant to TILA (15 U.S.C. § 1601 et seq.) and the regulations promulgated thereunder, Chase was required to make certain "Initial Disclosures" in connection with Class member's check loans(s), setting forth, among other things, "the circumstances under which a finance charge will be imposed and an explanation of how it will be determined." 12 C.F.R. § 226.6.

83. Beginning in approximately November 2008, Chase stated in its notice of change of terms that in January 2009, it would begin assessing a $10 monthly finance charge in connection with each Class member's account. This charge constitutes a "finance charge" under TILA, such that Chase was required to disclose and explain it as part of its "Initial Disclosures" made in connection with the original promotional solicitation. 15 U.S.C. § 1605(a), 12 C.F.R. § 226.6.

84. Chase failed to disclose the $10 monthly finance charge, or explain how it would be determined, in its Initial Disclosures, in violation of TILA.

85. Chase's failure to disclose the $10 monthly charge and to explain how it would be determined was intentional.

86. Chase's change in terms notice falsely states that, "Your APRs will not be impacted by these changes." Additionally, Chase's periodic statements misstate the APR applicable to the purchase amount and to the promotional amount by attributing 100% of the $10

monthly finance charge solely to the purchases APR, in all cases without regard to whether there are purchases or not.

87. As a result of Chase's violations of TILA, Plaintiff and Class members have been harmed and are entitled to injunctive relief and to recover damages and attorneys' fees. 15 U.S.C. § 1640.

SEVENTH CAUSE OF ACTION
(Declaratory Relief)

88. Plaintiff, on behalf of himself and the Class, re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs, as though they are alleged in full herein.

89. A dispute has arisen between Plaintiff and the Class and Defendants over Chase's implementation of its $10 monthly finance charge and its impact on Class members' APRs.

90. Plaintiff contends that he did not agree to arbitration or to waive his rights to bring claims on behalf of a class. To the extent Defendant asserts that the claims of Plaintiff and the Class *are* subject to an arbitration agreement, Plaintiff seeks declaratory relief in the form of a finding that such a purported agreement is void and unenforceable as against public policy and/or unconscionable in at least the following respects:

a. To the extent Defendant asserts that an arbitration agreement waives Plaintiff's right to bring his claims on behalf of the Class, such an arbitration agreement is unconscionable and unenforceable.

b. To the extent any such waiver of class claims exists in an arbitration agreement, it removes the only practicable way for consumers to deter and redress the wrongs alleged in this Complaint, thus making such an arbitration agreement unconscionable and unenforceable.

c. To the extent Defendant asserts an arbitration agreement that is a consumer contract of adhesion presented to Plaintiff and the Class in a take-it-or-leave-it manner, and Defendant maintains superior bargaining over Plaintiff and the Class, such an arbitration agreement is unconscionable and unenforceable.

91. Plaintiff seeks a declaratory relief from this court in the form of an order that any purported arbitration agreement between the Class and Defendant is void and unenforceable.

PRAYER FOR RELIEF

Plaintiff, on behalf of himself and the Class, requests that the Court order relief and enter judgment against Chase as follows:

1. An order certifying the proposed Class and appointing Plaintiff and his counsel of record to represent the Class;

2. An order that Chase be permanently enjoined from its improper conduct and practices alleged herein;

3. A judgment awarding Plaintiff and members of the Class actual damages in an amount according to proof for Chase's breaches of its loan agreements and for all other of Chase's conduct alleged under all causes of action herein entitling Plaintiff and members of the Class to actual damages;

4. A judgment awarding Plaintiff and members of the Class restitution, including, without limitation, disgorgement of all profits and unjust enrichment obtained by Chase as a result of its unlawful, unfair, and fraudulent business practices and conduct alleged herein;

5. A judgment awarding Plaintiff and members of the Class exemplary damages for Chase's knowing, willful, and intentional conduct, as alleged herein;

6. Declaratory relief that any purported arbitration agreement between the Class and Defendant is void and unenforceable.

7. Prejudgment and post-judgment interest;

8. Attorneys' fees, expenses, and the costs of this action; and

9. All other and further relief as the Court deems necessary, just and proper.

JURY DEMAND

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff demands a trial by jury for all issues so triable under the law.

DATED: February 23, 2009

STOLL STOLL BERNE LOKTING & SHLACHTER PC

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Attorneys for Plaintiff

EXHIBIT A

IMPORTANT NOTICE REGARDING CHANGES TO YOUR ACCOUNT

We're sending you this notice to advise you of some new changes to your credit card account. These changes will take place automatically and will be effective with your January 2009 statement.

Here's a summary of the key changes:

- A new Account Service Charge of $10 per month will be applied to your account.
- Your minimum payment due will increase from 2% to 5% of the ending balance on your monthly statement. As a result, your required monthly minimum payment will increase.

Important: Your APRs will not be impacted by these changes.

Remember:

- If you are enrolled in Chase Automatic Payments and have selected the minimum payment option, your minimum payment will automatically be increased to reflect the new minimum payment due changes.
- Also, if you have your payments sent to us automatically from another bank, remember to adjust the amount for this new minimum payment required to keep your account in good standing.

The key factors we considered when making these changes include the current APRs and revolving balances associated with your account.

If you have any questions regarding these changes, please contact us by calling the customer service number on the back of your card.

Below you'll find the official amendments to the terms of your Cardmember Agreement. Please read all of the information and keep this notice for your records.

1. AMENDMENTS TO YOUR AGREEMENT

These changes will be effective on or after the first day of your billing cycle that includes January 1, 2009. They will apply automatically to current and future balances on your account. Any other terms on your account not described in this notice continue to apply.

a. ACCOUNT SERVICE CHARGE. The **FINANCE CHARGES** section of your Agreement is amended to add the following new section:
Account Service Charge: Your account has a service charge, which will be billed monthly (as stated in the Rates and Fees Table). This charge is owed whether or not you use your account, and you agree to pay it when billed. These charges are **finance charges**, and are added to the balance for purchases on your account. The monthly service charge is nonrefundable unless you notify us that you wish to close your account within 30 days of the date we mail your billing statement on which the service charge is imposed and at the same time, you pay your outstanding balance in full. Your payment of the service charge does not affect our

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right to close your account or limit your right to make transactions on your account. If your account is closed by you or us, we will continue to charge the service charge until you pay your outstanding balance in full and terminate your account relationship.

FINANCE CHARGES AND FEES. The **Finance Charges and Fees** below amend your **Rates and Fees Table.**
Service Charge – **Finance Charge:** $10 per month ($120 total annually)

b. MINIMUM PAYMENT. The portion of the **Minimum Payment** section of your Agreement that shows your minimum payment calculation is amended to read as follows:
Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is $10.00 or less, your minimum payment due will be the New Balance. Otherwise, it will be the largest of the following: $10.00; 5% of the New Balance, or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit line/credit access line.

2. ANNUAL RENEWAL NOTICE
The account service charge is billed to your account monthly whether or not you use your account, and you agree to pay it when billed. The charge is $10 per month ($120 total annually), and it is a **finance charge.** The charge is non-refundable unless you notify us that you wish to close your account within 30 days of the date we mail your statement on which the charge is imposed and at the same time, you pay your outstanding balance in full. If you do this, you will not owe the last billed service charge; however, prior billed service charges are non-refundable and must be paid to pay your outstanding balance in full. Your payment of the service charge 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, we will continue to impose the service charge each month until you pay your outstanding balance in full and terminate your account relationship.

3. OTHER NOTICES
The principal factors we considered in amending your account include the APRs and revolving balances on your account. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

If you have any questions about these amendments, please contact us at the number on the back of your credit card, or write to Cardmember Service, P.O. Box 15098, Wilmington DE, 19850-5098.

Chase Bank USA, N.A.
November 2008

EXHIBIT A
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