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15 UNITED STATES DISTRICT COURT  
 16 CENTRAL DISTRICT OF CALIFORNIA  
 17 WESTERN DIVISION

I/S  
21

18 ARKADY MILGRAM, an  
 19 individual, on behalf of himself and  
 all others similarly situated,  
 20 Plaintiff,  
 21 v.  
 22 CHASE BANK USA, N.A., a  
 23 Delaware Corporation, and DOES 1  
 through 10, inclusive,  
 24 Defendants.  
 25  
 26

CASE NO. **6V10-00336 GW**  
 CLASS ACTION **FJW**  
 COMPLAINT FOR:  
 (1) Breach of Contract;  
 (2) Breach of Implied Covenant of  
 Good Faith and Fair Dealing;  
 (3) Violation of California Business  
 and Professions Code Section  
 17500 *et seq.*; and  
 (4) Violation of California Business  
 and Professions Code Section  
 17200 *et seq.*  
**DEMAND FOR JURY TRIAL**

FILED  
 10 JAN 15 PM 3:48  
 CLERK U.S. DISTRICT COURT  
 CENTRAL DISTRICT OF CALIF.  
 LOS ANGELES  
 BY: [Signature]

ORIGINAL

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1 Plaintiff Arkady Milgram, on behalf of himself and all others similarly  
2 situated, alleges the following against Defendant CHASE BANK U.S.A., N.A.  
3 (“Chase” or “Defendant”):

#### 4 INTRODUCTION

5 1. This case arises from Defendant’s deceptive and unfair business  
6 practice of misrepresenting and failing to disclose essential terms on short-term  
7 credit card loans, resulting in the charging of California credit cardholders  
8 improper, unwarranted, and undisclosed finance charges. Through advertisements  
9 and solicitations, Chase offered certain cardholders a promotional 0% annual  
10 percentage rate (“APR”) on balance transfers and convenience check loans until a  
11 specified “statement opening date” (for example from 10/31/2008 to the “06/2009  
12 statement opening date”), and represented that this 0% promotional rate would  
13 apply for the specified period as long as cardholders made timely payments and  
14 paid off the entire balance before the specified “statement opening date” (the  
15 “Promotional Offers”).

16 2. Then, without ever defining or disclosing the “statement opening  
17 date” as anything other than the calendar month in which the statement opens,  
18 Chase assessed finance charges on these “Promotional Balances” before the  
19 advertised 0% APR promotional period expired, by arbitrarily defining the  
20 “statement opening date,” *i.e.*, the loan pay-off date, in a manner no reasonable  
21 consumer could have known or anticipated.

22 3. For example, Chase offered Plaintiff – and Plaintiff accepted – “a low  
23 promotional 0% APR until your 06/2009 statement opening date.” Chase  
24 nevertheless charged finance charges on this short-term loan, even when Plaintiff  
25 made timely payments and paid off the entire balance by May 23, 2009 (the  
26 payment due date for the May 2009 statement), which is before any reasonable  
27 person would believe is the opening date for the June 2009 statement.

1 Inexplicably, and only after Plaintiff called and asked Chase, Chase defined  
2 Plaintiff's "06/2009 statement opening date" as May 4, 2009. On information and  
3 belief, Chase offered other cardholders similar short-term loans, and Chase  
4 nevertheless charged finance charges on those short-term loans, even when those  
5 cardholders made timely payments and paid off their Promotional Balances before  
6 the 0% promotional rate expired.

7 4. Plaintiff, on behalf of himself and all individuals similarly situated,  
8 seeks damages and equitable relief for breach of contract, breach of the implied  
9 covenant of good faith and fair dealing, and violations of the California Business  
10 and Professions Code (False Advertising and Unfair Business Practices).

11 **THE PARTIES**

12 5. At all relevant times, Plaintiff Arkady Milgram ("Plaintiff") is and  
13 was a resident of the County of Los Angeles, State of California.

14 6. At all relevant times, the proposed class members on whose behalf  
15 Plaintiff brings suit were residents of the State of California. These persons are  
16 referred to as the "Class" or "Class Members."

17 7. On information and belief, Plaintiff alleges that Defendant Chase  
18 Bank USA, N.A. ("Chase") is a corporation, organized and existing under the laws  
19 of the State of Delaware, duly qualified as a foreign corporation to transact  
20 business in the State of California, and doing business throughout the State of  
21 California. Defendant Chase Bank was and is presently engaged in business in the  
22 County of Los Angeles, State of California.

23 8. On information and belief, Plaintiff alleges that, at all relevant times,  
24 Defendant Chase and Doe Defendants 1 through 50, inclusive (collectively,  
25 "Defendants"), are each responsible in some manner for the transactions, events  
26 and occurrences alleged and that damages were proximately caused as a result. On  
27 information and belief, Plaintiff alleges that each of the Doe Defendants was  
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1 negligently, or in some other manner the cause, or contributing cause, of the events  
2 and consequences to Plaintiff and the Class alleged in this complaint. Plaintiff will  
3 seek leave to amend this complaint to allege the true names and capacities of each  
4 Doe Defendant, together with such additional allegations as may be appropriate,  
5 when their names, capacities, and the nature of their involvement are ascertained.

6 9. On information and belief, Plaintiff alleges that, at all relevant times,  
7 Defendants, and each of them, were the agents, joint venturers, trustees, servants,  
8 partners, alter-egos, parent corporations, contractors, and/or employees of each of  
9 the remaining Defendants, and that the alleged acts and/or omissions were done by  
10 them acting individually, through such capacity or through the scope of their  
11 authority, and that such conduct was thereafter ratified by the remaining  
12 Defendants.

13 10. At all relevant times, Defendants, and each of them, solicited and  
14 conducted business with Plaintiff and others similarly situated in California.

15 **JURISDICTION AND VENUE**

16 11. This Court has subject matter jurisdiction over this action pursuant to  
17 28 U.S.C. § 1332 (diversity of citizenship) and the Class Action Fairness Act of  
18 2005, Publ. L. 109-2 (Feb. 18, 2005); and over state law claims pursuant to 28  
19 U.S.C. § 1367.

20 12. Venue is proper in this district under 28 U.S.C. § 1391 and/or Pub. L.  
21 109-2, because Plaintiff resides in this district and a substantial part of the events  
22 giving rise to the claims occurred in this district.

23 **GENERAL ALLEGATIONS**

24 13. Chase solicited Plaintiff and others similarly situated to accept its  
25 Promotional Offers by inducing cardholders to transfer their credit card balances  
26 “[o]r write a check to yourself and deposit it into your checking account.”  
27 Defendant’s advertisements offer, among other things, “0% fixed APR” for a  
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1 limited period of time, such as several months (the "Fixed Period"), so long as  
2 cardholders/borrowers pay the balance in full before the end of the Fixed Period.

3 14. Defendant, however, reneged on its offers and charged Plaintiff and  
4 the Class Members interest on Promotional Balances before the end of the Fixed  
5 Period.

6 15. For example, Chase's Promotional Offer to cardholders, including  
7 Plaintiff, in 2008 states: "Write a check now. Pay it off later." "0% fixed APR  
8 until your 06/2009 statement opening date." "Transactions must post to your  
9 account by 10/31/2008." A true and correct copy of the Promotional Offer  
10 Defendant sent to Plaintiff is attached as Exhibit A.

11 16. On information and belief, Plaintiff alleges that, from time to time,  
12 Chase provided or made available this promotional material, and variations of that  
13 material, advertising "0% fixed APR" for a Fixed Period, to each of the Class  
14 Members.

15 17. Chase offered Plaintiff and other cardholders checks to write out for  
16 any amount up to the unused portion of the cardholder's available credit. Chase's  
17 offer represented that, if the check posted to the cardholder's account by a certain  
18 date (e.g., October 31, 2008 in Plaintiff's case), Plaintiff and other cardholders  
19 would receive a "low promotional 0% fixed APR until your 06/2009 statement  
20 opening date" (the "Promotional Offers"). Thus, in the Promotional Offer Chase  
21 sent to Plaintiff, the Fixed Period began on or around 10/31/2008 and ended on the  
22 cardholder's "06/2009 statement opening date." Significantly, however, the term  
23 "06/2009 statement opening date" is not defined in the Promotional Offer or  
24 materials nor in any of Defendant's literature available to cardholders.

25 18. In October 2008, Plaintiff took advantage of Defendant's Promotional  
26 Offer by writing a check to himself for \$8,250.00 before October 31, 2008. The  
27 \$8,250.00 Promotional Balance posted to Plaintiff's account on October 28, 2008.

1           19. At all times, Plaintiff made timely payments on his account with  
2 Chase.

3           20. Plaintiff's October 2008 Statement (which opened on 10/04/08 and  
4 closed 11/03/08) reflected (a) the \$8,250.00 Promotional Balance, (b) a proper  
5 "Transaction Fee" of \$199.00, and (c) an unexplained \$104.18 "Finance Charge  
6 Due To Periodic Rate," posted to Plaintiff's account.

7           21. Plaintiff's Chase statements covering the months of November 2008  
8 through April 2009 continued to reflect other unexplained "Finance Charge[s] Due  
9 To Periodic Rate" ranging from \$2.36 to \$2.67 each month. These unexplained  
10 finance charges are noted under the "Category" labeled "Convenience check" on  
11 Plaintiff's Chase account statements. A true and correct copy of Plaintiff's Chase  
12 account statements are attached as Exhibit B.

13           22. Plaintiff's April 2009 Statement (which opened on 04/04/09 and  
14 closed on 05/03/09) reflected a "New Balance" owed of \$7,498.31, with a  
15 "Payment Due Date" of May 23, 2009. Plaintiff timely paid the full remainder of  
16 Plaintiff's Promotional Balance, \$7,498.31, by the May 23, 2009 due date.

17           23. Plaintiff's May 2009 Statement (which opened on 05/04/09 and  
18 closed on 06/03/09) reflected: (a) Plaintiff's \$7,349.31 payment posted to  
19 Plaintiff's account on 05/14/09; and (b) Plaintiff's \$149.00 payment posted to  
20 Plaintiff's account on 05/23/09 – representing payment of the remaining  
21 Promotional Balance of \$7,498.31.

22           24. Plaintiff's May 2009 Statement, however, also included an improper  
23 and previously undisclosed finance charged of \$58.05, described as "Finance  
24 Charge Due to Periodic Rate," under the "Category" labeled "Convenience check."

25           25. Plaintiff called Chase's customer service department to dispute the  
26 unexpected \$58.05 finance charge. A Chase representative refused to waive the  
27 finance charge and informed Plaintiff – for the first time – that Chase defines  
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1 “06/2009 statement opening date” as May 4, 2009. The Chase representative  
2 conveyed that the \$58.05 finance charge resulted from Plaintiff not paying the  
3 Promotional Balance in full on or before May 4, 2009.

4 26. Based on Chase’s own materials, Plaintiff reasonably believed that he  
5 would not be assessed the \$58.05 finance charge, or any other finance charge, if he  
6 made timely payments and paid off his Promotional Balance in full before the  
7 “06/2009 statement opening date,” which Plaintiff reasonably believed to be in  
8 early June, on or about June 4, 2009. Plaintiff’s reasonable belief was based on:  
9 (1) Chase’s Promotional Offer materials; (2) each of his Chase statements  
10 reflecting the “Opening/Closing Date” or “Statement Date” beginning on the 4th  
11 day of each month and ending on the 3rd day of the following month; and (3)  
12 Chase’s failure to define “06/2009 statement opening date” anywhere in writing,  
13 leading him to believe the plain meaning – that payment was due before June 4,  
14 2009, the date on which the June Statement opened – would apply.

15 27. Because Chase does not define “statement opening date” anywhere in  
16 writing, and because, according to Chase, the opening date of Chase’s monthly  
17 statement is not the “statement opening date” for purposes of the Promotional  
18 Offers, there is no way for a reasonable consumer to know about Chase’s arbitrary  
19 definition of “statement opening date.” Based on Chase’s own materials, Plaintiff  
20 and other cardholders could not reasonably expect Chase’s Promotional Offer (of  
21 “0% fixed APR” if the Promotional Balance is paid off before the “06/2009  
22 statement opening date”) meant they had to pay off the entire Promotional Balance  
23 before May 4, 2009.

24 28. Consequently, there is no way for cardholders to know exactly when  
25 the Fixed Period ends and by which date they must pay off the Promotional  
26 Balance in order to escape finance charges. Chase’s undisclosed and arbitrary  
27 definition of “statement opening date” (i.e., the date before which cardholders must  
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1 pay off their entire balance to avoid finance charges) makes it difficult, if not  
2 impossible, for cardholders to receive the benefit of the 0% APR for the entire  
3 Fixed Period.

4 **CLASS ACTION ALLEGATIONS**

5 29. Plaintiff brings this class action, on behalf of himself and all others  
6 similarly situated in California, during all or part of the class period, as more fully  
7 explained below. The questions of law or fact common to the class predominate  
8 over questions affecting the individual members and, on balance, a class action is  
9 superior to other methods available for adjudicating the controversy.

10 30. The Class Plaintiff seeks to represent is presently defined as follows:

11 (a) all persons who, in the past four years, accepted Chase's  
12 Promotional Offers of 0% APR for a fixed period of time (e.g., from 10/31/2008  
13 "until your 06/2009 statement opening date") ("Fixed Period");

14 (b) transferred balance(s) from another credit card and/or wrote  
15 convenience check(s) in connection with the Promotional Offers; and

16 (c) incurred finance charges despite paying their balance in full  
17 before the 0% APR on the Promotional Offers expired.

18 31. There is a well-defined community of interest in the litigation and the  
19 proposed class is easily ascertainable.

20 32. Numerosity: The Class is potentially so numerous that individual  
21 joinder of all members is impracticable under the circumstances of the case. While  
22 the exact number of class members is unknown to Plaintiff, on information and  
23 belief, Plaintiff alleges that Defendant Chase's Promotional Offer program was  
24 widely marketed to hundreds if not thousands of Californians.

25 33. Common Questions Predominate: Common questions of law and fact  
26 exist as to all Class Members, and predominate over any questions that affect only  
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1 individual members of the Class. The common questions of law and fact include,  
2 but are not limited to:

3 (a) whether Defendant breached the terms of the Promotional  
4 Offers;

5 (b) whether Defendant violated the implied covenant of good faith  
6 and fair dealing in connection with the Promotional Offers;

7 (c) whether Defendant's marketing of and solicitation for its  
8 Promotional Offers constitutes false or misleading advertising in violation of  
9 Business and Professions Code section 17500;

10 (d) whether Defendant failed to timely and adequately disclose  
11 material terms of its Promotional Offers;

12 (e) whether Defendant made uniform, false or misleading  
13 representations that cardholders/borrowers would not be charged finance charges  
14 on Promotional Balances during the Fixed Period;

15 (f) whether Defendant knew or should have known, by the exercise  
16 of reasonable care, that its solicitations, advertisements and other representations  
17 regarding the Promotional Offers were false or misleading; and

18 (g) whether Defendant's conduct is "unlawful," "unfair" or  
19 "fraudulent" within the meaning of California's Unfair Business Practices Act,  
20 Business and Professions Code section 17200.

21 34. Typicality: Plaintiff's claims are typical of the claims of the Class.  
22 Due to Defendant's common course of conduct, Plaintiff and the Class unwittingly  
23 accepted Chase's "0% Fixed APR" Promotional Offers and were nevertheless  
24 forced to pay finance charges despite paying the Promotional Balances in full  
25 before the end of the Fixed Period.

26 35. Adequacy: Plaintiff will fairly and adequately protect the interests of  
27 the Class. Plaintiff resides in California and incurred improper finance charges in

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1 connection with Defendant's Promotional Offers. Plaintiff's retained counsel has  
2 substantial experience in complex civil litigation and class actions.

3 36. Superiority: The class action is superior to other available means for  
4 the fair and efficient adjudication of the claims of Plaintiff and the Class. The  
5 damages suffered by each individual Class Member may be limited. Damages of  
6 such magnitude are small given the burden and expense of individual prosecution  
7 of the complex and extensive litigation necessitated by Defendant's conduct.  
8 Further, it would be virtually impossible for individual Class Members to  
9 effectively redress the wrongs done to them. Even if the Class Members  
10 themselves could afford such individual litigation, the court system could not.  
11 Individualized litigation presents a potential for inconsistent or contradictory  
12 judgments. Individualized litigation increases the delay and expense to all parties  
13 and the court system presented by the complex legal and factual issues of the case.  
14 By contrast, the class action device presents far fewer management difficulties, and  
15 provides the benefits of single adjudication, economy of scale, and comprehensive  
16 supervision by a single court.

17 37. Plaintiff is unaware of any particular difficulties that are likely to be  
18 encountered in the management of this action that would preclude its maintenance  
19 as a class action.

20 **FIRST CAUSE OF ACTION**  
**(Breach of Contract)**

21 38. Plaintiff incorporates by reference paragraphs 1 – 37 as though fully  
22 set forth herein.

23 39. Defendant Chase offered Plaintiff and Class Members a "0% fixed  
24 APR" on Promotional Balances until a specified "statement opening date."

25 40. Plaintiff and Class Members took advantage of Chase's "0% fixed  
26 APR" Promotional Offers by transferring balances and/or using Chase's  
27 convenience checks, and paid a transaction fee to do so.

1 41. Plaintiff and Class Member made timely payments and paid their  
2 Promotional Balances in full before the 0% APR promotional period expired.

3 42. Defendant Chase breached these contracts by assessing finance  
4 charges on the Promotional Balances before the 0% APR promotional period  
5 expired.

6 43. By reason of Defendant’s breach, Plaintiff and other Class Members  
7 were damaged, in an amount to be determined at trial.

8 **SECOND CAUSE OF ACTION**  
9 **(Breach of Implied Covenant of Good Faith and Fair Dealing)**

10 44. Plaintiff incorporates by reference paragraphs 1 – 43 as though fully  
11 set forth herein.

12 45. Every contract imposes upon each party a duty of good faith and fair  
13 dealing in its performance. The Promotional Offers Plaintiff and Class Members  
14 accepted contained an implied covenant of good faith and fair dealing. The  
15 covenant requires that neither party to the Promotional Offer agreement do  
16 anything to infringe upon the other party’s rights to the benefits of the agreement.

17 46. Defendant’s conduct breached the implied covenants of good faith  
18 and fair dealing contained in each of the Promotional Offer agreements by, among  
19 other things:

20 (a) promising cardholders that the Promotional Balances would  
21 accrue 0% interest until a specified pay-off date when, in fact, Defendant assessed  
22 finance charges on the Promotional Balance before the promotional 0% interest  
23 period expired;

24 (b) failing to disclose or define the term “statement opening date”  
25 in the Promotional Offers or other literature available to Plaintiff and the Class at  
26 the time Defendant made the Promotional Offers; and

27 (c) purporting to define “statement opening date” in a manner that  
28 was confusing and/or misleading to Plaintiff and the Class, and that deprived

1 Plaintiff and the Class of the agreed-upon benefits of the Promotional Offers,  
2 namely, a 0% APR for the Fixed Period.

3 47. As a direct result of Defendant’s material breaches of the implied  
4 covenant of good faith and fair dealing, Plaintiff and the Class were damaged, in  
5 an amount to be determined at trial.

6 **THIRD CAUSE OF ACTION**  
7 **(Violation of California Business and Professions Code Section 17500 *et seq.*)**  
8 **(False Advertising)**

9 48. Plaintiff incorporates by reference paragraphs 1 – 47 as though fully  
10 set forth herein.

11 49. The standardized advertising and written materials about the  
12 Promotional Offers, and all other written and oral promotional efforts Defendant  
13 undertook, constitute advertising services and commercial statements,  
14 disseminated by Defendant, which contain statements that are untrue and/or  
15 misleading, or which omitted material information, and which Defendant knew, or  
16 by the exercise of reasonable care should have known, to be untrue and/or  
17 misleading, in violation of California Business and Professions Code section  
18 17500, *et seq.* Plaintiff and the Class are accordingly entitled to the following  
19 equitable relief:

20 (a) that the Court order Defendant to stop all of the alleged  
21 advertising and promotional activities and practices;

22 (b) that the Court enjoin Defendant from promoting the “0% fixed  
23 APR” Promotional Offers through the use of the alleged deceptive and misleading  
24 advertising devices; and

25 (c) that the Court order Defendant to disgorge, for the benefit of  
26 Plaintiff and the Class, all profits and compensation emanating from its “0% fixed  
27 APR” Promotional Offer scheme, and/or make full restitution to Plaintiff and the  
28 Class.

**FOURTH CAUSE OF ACTION**  
**(Violation of California Business and Professions Code Section 17200 et seq.)**  
**(Unlawful and Unfair Business Practices)**

1  
2  
3 50. Plaintiff incorporates by reference paragraphs 1 – 49 as though fully  
4 set forth herein.

5 51. Plaintiff suffered injury in fact and financial loss as a result of  
6 Defendant’s alleged conduct, namely, the \$58.05 interest charge that posted to  
7 Plaintiff’s account in his June 2009 Statement.

8 52. Defendant’s alleged acts, conduct and practices were unfair, in that  
9 any utility for Defendant’s conduct is outweighed by the gravity of the  
10 consequences to Plaintiff and the Class, and/or Defendant’s conduct is immoral,  
11 unethical, oppressive, unscrupulous or substantially injurious to Plaintiff, Class  
12 Members and the general public.

13 53. Defendant’s alleged acts, conduct and practices were fraudulent, in  
14 that they were likely to and did deceive Plaintiff, Class Members and the general  
15 public.

16 54. Defendant’s alleged acts, conduct and practices were unlawful, in that  
17 they constituted:

- 18 (a) breach of contract;
- 19 (b) breach of the implied covenant of good faith and fair dealing;

20 and/or

- 21 (c) violations of California Business and Professions Code section  
22 17500.

23 55. Defendant’s unfair, fraudulent, and unlawful business acts and  
24 practices are described above and include, but are not limited to, advertising  
25 balance transfer and convenience check short-term loan Promotional Offers as “0%  
26 fixed APR” until a specified “statement opening date,” for example from  
27 10/31/2008 to the “06/2009 statement opening date,” and then, without defining  
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1 statement opening date as anything different from the opening date on a  
2 cardholder's account statements, charging finance charges on the Promotional  
3 Balances before the 0% APR Fixed Period expired.

4 56. As a direct and proximate result of Defendant's alleged unfair,  
5 unlawful and fraudulent business practices, Defendant was able to: (a) induce more  
6 cardholders to accept the Promotional Offers than otherwise would have; and/or  
7 (b) charge more finance charges than it otherwise would have, thereby collecting  
8 excessive and unjust revenues and profits.

9 57. Plaintiff, on behalf of himself and all others similarly situated in  
10 California, seeks an order including, but not limited to, the following relief:

11 (a) directing Defendant to stop all the alleged advertising and  
12 promotional activities and practices;

13 (b) enjoining Defendant from continuing its "0% fixed APR"  
14 Promotional Offers through the use of the alleged deceptive and misleading  
15 advertising devices;

16 (c) directing Defendant to disgorge, for the benefit of the Class, its  
17 profits and compensation emanating from its Promotional Offer scheme, and/or  
18 making full restitution to Plaintiff and the Class; and

19 (d) enjoining Defendant from charging finance charges on  
20 Promotional Balances before the end of the Fixed Period.

21 58. Plaintiff also seeks costs of litigation, attorneys' fees pursuant to  
22 California Code of Civil Procedure section 1021.5, and such other relief as the  
23 Court deems proper under Business and Professions Code section 17203.

24 **PRAYER FOR RELIEF**

25 **WHEREFORE**, Plaintiff, on behalf of himself and the Class, prays for  
26 judgment as follows:

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1 A. for an order certifying the Class and appointing Plaintiff and his  
2 counsel to represent the Class;

3 B. for an order awarding compensatory damages in an amount to be  
4 proven at trial;

5 C. for an order awarding restitution and/or disgorgement and other  
6 equitable relief as the Court deems proper;

7 D. for an order awarding pre-judgment and post-judgment interest, as  
8 well as reasonable attorneys' fees and experts witness fees and other costs;

9 E. for an order enjoining Defendant from continuing to engage in the  
10 false advertising and unfair business practices alleged; and,

11 F. for any other and further relief as this Court may deem just and  
12 proper.

13 **JURY DEMAND**

14 Plaintiff demands a trial by jury.

15  
16 DATED: January 15, 2010

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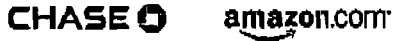


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REDACTED

# Write a check now. Pay it off later.

Mr. Arkady Milgram  
REDACTED



Dear Mr. Arkady Milgram,

Wouldn't it be nice if you could write a check now and pay it off later — just like a credit card? Because of the good credit on your Amazon.com Visa® account ending in 6478, now you can. We've attached checks you can write out for any amount up to the unused portion of your available credit.

Use check numbers 4669 and 4670 to get a low promotional 0% fixed APR until your 06/2009 statement opening date.<sup>1</sup>

Or use check numbers 4671 and 4672 to get a low promotional 3.99% fixed APR until the balance is paid off.<sup>1</sup> It's like giving yourself a fixed rate loan with no application and no waiting around for approvals.

You can use these checks to transfer balances from other high interest rate cards. Or write a check to yourself and deposit it into your checking account. Just make sure you have enough available credit for the transaction(s), interest, and any related fees.

Now, whatever great opportunities come your way, you'll have the funds to

Here's how it works:

Choose the low APR that's right for you.

**0%**

fixed APR

until your 06/2009 statement opening date.<sup>1</sup>

**3.99%**

fixed APR

until the balance is paid off.<sup>1</sup>

Access your credit line

Up to **\$8,500.**

Transactions must post to your account by 10/31/2008.

A fee of 3% (minimum \$5; maximum \$199) applies to the amount of each

take advantage.

Sincerely,

Deb Walden  
Executive Vice President, Customer Experience  
Chase Card Services

P.S. Hurry, your checks must post to your account by 10/31/2008 to get these low promotional rates. For your convenience you can take advantage of this offer by using the enclosed checks, visiting [www.chase.com/balancetransfer](http://www.chase.com/balancetransfer), or calling 1-800-945-2014.

transaction from this offer.

**How your actions can affect your account:**

To keep your low promotional APR please make sure you don't:

- Pay late
- Go over limit
- Have a returned payment

**Good to Know:**

**When calling to transfer a balance:** In order to protect your privacy and expedite balance transfers made over the phone, we ask you to call from the telephone number associated with your account. Have your account number handy, and be prepared to give us your full name, address, and amount for each transfer.

**USE THESE CHECKS TO**

- Take a tropical vacation
- Get a new computer
- Spruce up the kitchen
- Make a down payment on a car
- Buy a new couch
- Do whatever you choose

**IMPORTANT INFORMATION:** The use of the attached check or draft will constitute a charge against your credit account. A transaction fee of 3% (minimum \$5; maximum \$199) of the amount of the check applies for each check in this offer. Online and telephone balance transfer transaction fees may be different from the check transaction fee and will be disclosed when you make the request. Any APR for this offer is subject to the payment allocation and default terms described on the reverse side. If any balance from this offer remains after its limited duration APR expires, it will then be subject to the standard or default APR applicable to such balances as determined by your Cardmember Agreement. Transactions from this offer that post after the void date disclosed or that are made payable to Chase, Bank One or First USA or one of our related banks or companies will be declined. In these disclosures, "we," "our," or "us" means Chase Bank USA, National Association.

(Continued on reverse side)

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008-095-022-0000-09/08-03/21/08

**It's your choice. Whatever you want.**


Use these checks however you want.  
It's your choice.

Promotional  
**0%**  
fixed APR  
for a limited  
time when  
this check  
posts by  
10/31/2008.

Use these checks to access your account  
at a lower APR. It's easy!

1. Simply write the checks in any amount, up to the unused portion of your available credit. Make sure you have enough credit available for the transaction(s), interest, and any related fees.
2. Make the checks payable to the banks, credit card issuers, or retailers you wish to pay. If you deposit a check into your bank account, please make sure your bank has made the funds available to you before accessing the funds.
3. Checks cannot be used to pay off balances on credit cards issued by us or related banks.

Promotional  
**0%**  
fixed APR  
for a limited  
time when  
this check  
posts by  
10/31/2008.

Mr. Arkady Milgram REDACTED	• Must post to your account by 10/31/2008 to get your promotional APR. Check void for all purposes after 02/28/2009.	4670 999 56-1551/441
Pay To The Order Of	\$	
Payable Through Chase BankCard Services, Inc. Delaware, OH 43015		DOLLARS 
112-095-09/08	Memo	Signature
⑆04411551⑆55020156464787⑆4670		



**Statement for account number:** REDACTED  
 New Balance \$8,553.18 Payment Due Date 11/23/08  
 Payment Due Amount \$0.00 Minimum Payment \$242.18



\$

Make your check payable to:  
 Chase Card Services.  
 Please write amount enclosed.  
 New address or e-mail? Print on back.

464018201564647800024218008553180000007

28425 BEX 9 30808 C  
 MR ARKADY MILGRAM  
 REDACTED



CARDMEMBER SERVICE  
 PO BOX 94014  
 PALATINE IL 60094-4014



⑆5000 160 2B⑆ 18 220 156464784⑈



Opening/Closing Date: 10/04/08 - 11/03/08  
 Payment Due Date: 11/23/08  
 Minimum Payment Due: \$242.18

**CUSTOMER SERVICE**  
 In U.S. 1-888-247-4080  
 Español 1-888-446-3308  
 TDD 1-800-955-8060  
 Pay by phone 1-800-436-7958  
 Outside U.S. call collect  
 1-302-594-8200

**VISA ACCOUNT SUMMARY**

Account Number: REDACTED

Previous Balance	\$8,197.84	Total Credit Line	\$8,500
Payment, Credits	-\$8,197.84	Available Credit	\$0
Purchases, Cash, Debits	+\$8,250.00	Cash Access Line	\$1,700
Finance Charges	+\$303.18	Available for Cash	\$0
<b>New Balance</b>	<b>\$8,553.18</b>		

**ACCOUNT INQUIRIES**

P.O. Box 15298  
 Wilmington, DE 19850-5298

**PAYMENT ADDRESS**

P.O. Box 94014  
 Palatine, IL 60094-4014

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**AMAZON.COM POINTS SUMMARY**

Previous points balance	549
Points earned on all non-Amazon purchases	0
Remaining balance	549

Earn a \$25 Amazon.com Reward Certificate every time you reach 2,500 points.

**TRANSACTIONS**

Date	Reference Number	Merchant Name or Transaction Description	Amount	
			Credit	Debit
10/20	12842942700006062107569	Payment - Thank You	\$8,197.84	
10/28	34296883045008079427521	74669 CHECK TO ARKADY MILGRAM		8,250.00
10/30	34266883045008079427521	TRANSACTION FEE		199.00

**FINANCE CHARGES**

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge		Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
				Due To Periodic Rate				
Purchases	V .07805%	28.49%	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash advances	V .07805%	28.49%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Convenience check	V .07805%	28.49%	\$4,305.92	\$104.18	\$199.00	\$0.00	\$0.00	\$303.18
Promotional summary	.00000%	0.00%	\$1,862.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total finance charges **\$303.18**

**Effective Annual Percentage Rate (APR): 28.97%**

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Statement for account number: REDACTED
New Balance \$8,310.60
Payment Due Date 12/23/08
Payment Due Amount \$0.00
Minimum Payment \$166.00



\$ [Redacted]

Make your check payable to: Chase Card Services. Please write amount enclosed. New address or e-mail? Print on back.

464018201564647800016600008310600000003

31058 9EX 9 33808 C
MR ARKADY MILGRAM
REDACTED



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PO BOX 94014
PALATINE IL 60094-4014



:5000 160 28: 18 220 156464784



Opening/Closing Date: 11/04/08 - 12/03/08
Payment Due Date: 12/23/08
Minimum Payment Due: \$166.00

CUSTOMER SERVICE
In U.S. 1-888-247-4080
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: REDACTED

Previous Balance \$8,553.18
Payment Credits -\$245.00
Finance Charges +\$2.42
New Balance \$8,310.60

Total Credit Line \$8,500
Available Credit \$189
Cash Access Line \$1,700
Available for Cash \$189

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

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AMAZON.COM POINTS SUMMARY

Previous points balance 549
Points earned on all non-Amazon purchases 0
Remaining balance 549

Earn a \$25 Amazon.com Reward Certificate every time you reach 2,500 points.

TRANSACTIONS

Table with columns: Date, Reference Number, Merchant Name or Transaction Description, Amount Credit, Amount Debit. Row: 11/23 13283282700006162346709 Payment - Thank You \$245.00

FINANCE CHARGES

Table with columns: Category, Daily Periodic Rate, Corresp. APR, Average Daily Balance, Finance Charge Due To Periodic Rate, Transaction Fee, Accumulated Fin Charge, FINANCE CHARGES. Total finance charges: \$2.42

Effective Annual Percentage Rate (APR): 27.99%

Please see Information About Your Account section for balance computation method, grace period, and other important information. The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category. The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

Guard against identity theft and manage your credit information with Chase Identity Protection. Get access to your credit report and score, daily monitoring of your credit files, timely alerts and more. To purchase, call 1-888-717-7534 or visit www.chaseidprotection.com.

Did you know you can use your credit card to access cash whenever you need it? All you need is your PIN (Personal Identification Number) and an ATM. Just call 1-800-297-4970 to create your PIN today.



Statement for account number: REDACTED  
New Balance \$8,137.09 Payment Due Date 01/23/09 Pa -e Amount \$0.00 Minimum Payment \$162.00



\$ [Redacted Box]

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464018201564647800016200008137090000007

45852 BEX 9 309 C  
MR ARKADY MILGRAM  
REDACTED



CARDMEMBER SERVICE  
PO BOX 94014  
PALATINE IL 60094-4014



:5000 16028: 18220 156464784



Opening/Closing Date: 12/04/08 - 01/03/09  
Payment Due Date: 01/23/09  
Minimum Payment Due: \$162.00

CUSTOMER SERVICE  
In U.S. 1-888-247-4080  
Español 1-888-446-3308  
TDD 1-800-955-8060  
Pay by phone 1-800-436-7958  
Outside U.S. call collect  
1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: REDACTED

Previous Balance	\$8,310.60	Total Credit Line	\$8,500
Payment, Credits	-\$176.00	Available Credit	\$362
Finance Charges	+\$2.49	Cash Access Line	\$1,700
New Balance	\$8,137.09	Available for Cash	\$362

ACCOUNT INQUIRIES  
P.O. Box 15298  
Wilmington, DE 19850-5298

PAYMENT ADDRESS  
P.O. Box 94014  
Palatine, IL 60094-4014

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AMAZON.COM POINTS SUMMARY

Previous points balance	549
Points earned on all non-Amazon purchases	0
Remaining balance	549

Earn a \$25 Amazon.com Reward Certificate every time you reach 2,500 points.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Debit
12/23	1358358270006293495037	Payment - Thank You	\$176.00	

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge		Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
				Due To Periodic Rate				
Purchases	V .07463%	27.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash advances	V .07463%	27.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Convenience check	V .07483%	27.24%	\$107.80	\$2.49	\$0.00	\$0.00	\$0.00	\$2.49
Promotional summary	.00000%	0.00%	\$8,135.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges								\$2.49

Effective Annual Percentage Rate (APR): 27.24%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category. The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Payment Due Date	New Balance	Finance Amount	Minimum Payment
02/23/09	\$7,967.64	\$0.00	\$159.00



Account number: REDACTED

\$

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30497 BEK 9 03409 C  
MR ARKADY MILGRAM  
REDACTED



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PO BOX 94014  
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⑆5000 160 28⑆ 18 2 20 156 464 784⑈



Statement Date:  
01/04/09 - 02/03/09

Manage your account online:  
[www.chase.com/amazon](http://www.chase.com/amazon)

Minimum Payment: \$159.00  
Payment Due Date: 02/23/09

Additional contact information  
conveniently located on reverse side

**ACCOUNT SUMMARY** VISA Account Number: REDACTED

Previous Balance	\$8,137.09	Total Credit Line	\$8,500
Payment, Credits	-\$172.00	Available Credit	\$532
Finance Charges	+\$2.55	Cash Access Line	\$1,700
New Balance	\$7,967.64	Available for Cash	\$532

**AMAZON.COM POINTS SUMMARY**

Previous points balance	549	Earn a \$25 Amazon.com Reward Certificate every time you reach 2,500 points.
Points earned on all non-Amazon purchases	0	
Remaining balance	549	

**ACCOUNT ACTIVITY**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
01/23	Payment - Thank You	-172.00

**FINANCE CHARGES**

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge		Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
				Due To	Periodic Rate			
Purchases	V .07463%	27.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash advances	V .07463%	27.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Convenience check	V .07463%	27.24%	\$110.32	\$2.55	\$0.00	\$0.00	\$0.00	\$2.55
Promotional summary	.00000%	0.00%	\$7,961.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges								\$2.55

Effective Annual Percentage Rate (APR): 27.24%

Please see Information About Your Account section for balance computation method, grace period, and other important information.  
The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.  
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

**IMPORTANT NEWS**

We are bringing you clear and simple! Take a look at the new format of your statement - we hope you find it easier to read. It still has everything you need on the front and back, with information simply displayed.

Payment Due Date	New Balance	Finance Amount	Minimum Payment
03/23/09	\$7,811.00	\$0.00	\$156.00



Account number: REDACTED

\$

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464018201564647800015600007811000000005

34089 BEX 9 06209 C  
MR ARKADY MIL GRAM  
REDACTED



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PO BOX 94014  
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⑆5000 160 28⑆ 18 220 156464 784⑈



Statement Date:  
02/04/09 - 03/03/09

Manage your account online:  
[www.chase.com/amazon](http://www.chase.com/amazon)

Minimum Payment: \$156.00  
Payment Due Date: 03/23/09

Additional contact information  
conveniently located on reverse side

ACCOUNT SUMMARY		VISA Account Number: REDACTED	
Previous Balance	\$7,967.64	Total Credit Line	\$8,500
Payment, Credits	-\$159.00	Available Credit	\$689
Finance Charges	+\$2.36	Cash Access Line	\$1,700
New Balance	\$7,811.00	Available for Cash	\$689

**AMAZON.COM POINTS SUMMARY**

Previous points balance	549	Earn a \$25 Amazon.com Reward Certificate every time you reach 2,500 points.
Points earned on all non-Amazon purchases	0	
Remaining balance	549	

**ACCOUNT ACTIVITY**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
02/23	Payment - Thank You	-159.00

**FINANCE CHARGES**

Category	Daily Periodic Rate 28 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee / Service Charge	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .07463%	27.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash advances	V .07463%	27.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Convenience check	V .07463%	27.24%	\$112.77	\$2.36	\$0.00	\$0.00	\$2.36
Promotional summary	.00000%	0.00%	\$7,804.89	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges							\$2.36

Effective Annual Percentage Rate (APR): 27.24%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Payment Due Date	New Balance	Je Amount	Minimum Payment
04/23/09	\$7,647.67	\$0.00	\$152.00



Account number: REDACTED

\$

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New address or e-mail? Print on back.

464018201564647800015200007647670000009

49471 BEX 9 09309 C  
MR ARKADY MILGRAM  
REDACTED



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PO BOX 94014  
PALATINE IL 60094-4014



:5000 16028: 18 220 156464784



Statement Date:  
03/04/09 - 04/03/09

Manage your account online:  
[www.chase.com/amazon](http://www.chase.com/amazon)

Minimum Payment: \$152.00  
Payment Due Date: 04/23/09

Additional contact information  
conveniently located on reverse side

**ACCOUNT SUMMARY** VISA Account Number: REDACTED

Previous Balance	\$7,811.00	Total Credit Line	\$8,500
Payment, Credits	-\$166.00	Available Credit	\$852
Finance Charges	+\$2.67	Cash Access Line	\$1,700
New Balance	\$7,647.67	Available for Cash	\$852

**AMAZON.COM POINTS SUMMARY**

Previous points balance	549	Earn a \$25 Amazon.com Reward Certificate
Points earned on all non-Amazon purchases	0	every time you reach 2,500 points.
Remaining balance	549	

**ACCOUNT ACTIVITY**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
03/23	Payment - Thank You	-166.00

**FINANCE CHARGES**

Category	Daily Periodic Rate	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee / Service Charge	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .07463%	27.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash advances	V .07463%	27.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Convenience check	V .07463%	27.24%	\$115.28	\$2.67	\$0.00	\$0.00	\$2.67
Promotional summary	.00000%	0.00%	\$7,632.74	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges							\$2.67

Effective Annual Percentage Rate (APR): 27.24%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Payment Due Date	New Balance	Payment Amount	Minimum Payment
05/23/09	\$7,498.31	\$0.00	\$149.00



Account number: REDACTED

\$ [REDACTED]

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REDACTED



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PALATINE IL 60094-4014



⑆ 5000 160 28⑆ 18 220 156464784⑆



Statement Date:  
04/04/09 - 05/03/09

Manage your account online:  
[www.chase.com/amazon](http://www.chase.com/amazon)

Minimum Payment: \$149.00  
Payment Due Date: 05/23/09

Additional contact information  
conveniently located on reverse side

ACCOUNT SUMMARY		VISA Account Number: REDACTED	
Previous Balance	\$7,647.67	Total Credit Line	\$8,500
Payment, Credits	-\$152.00	Available Credit	\$1,001
Finance Charges	+\$2.64	Cash Access Line	\$1,700
New Balance	\$7,498.31	Available for Cash	\$1,001

Your next AutoPayment for \$149.00 will be deducted from your account and credited on your due date. If your statement balance exceeds your credit limit or your account is past due, you should make a payment that includes the amount referenced plus the total overlimit amount and any past due amount prior to the due date. Please do not rely on your AutoPayment service to address an overlimit/past due situation.

**AMAZON.COM POINTS SUMMARY**

Previous points balance	549	Earn a \$25 Amazon.com Reward Certificate every time you reach 2,500 points.
Points earned on all non-Amazon purchases	0	
Remaining balance	549	

**ACCOUNT ACTIVITY**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
04/23	AUTOMATIC PAYMENT - THANK YOU	-152.00

**FINANCE CHARGES**

Category	Daily Periodic Rate 30 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee / Service Charge	Accumulated Fin Charge	FINANCE CHARGES
Purchases	√ .07463%	27.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash advances	√ .07463%	27.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Convenience check	√ .07463%	27.24%	\$117.94	\$2.64	\$0.00	\$0.00	\$2.64
Promotional summary	.00000%	0.00%	\$7,475.26	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges							\$2.64

Effective Annual Percentage Rate (APR): 27.24%

Please see Information About Your Account section for balance computation method, grace period, and other important information.  
The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.  
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Payment Due Date	New Balance	Payment Amount	Minimum Payment
06/23/09	\$58.05	\$0.00	\$58.00



Account number: REDACTED

\$

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MR ARKADY MILGRAM  
REDACTED



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PALATINE IL 60094-4014



⑆ 5000 160 281⑆ 18 2 20 1 56 4 6 4 7 8 4 ⑆



Statement Date:  
05/04/09 - 06/03/09

Manage your account online:  
[www.chase.com/amazon](http://www.chase.com/amazon)

Minimum Payment: \$58.00  
Payment Due Date: 06/23/09

Additional contact information  
conveniently located on reverse side

**ACCOUNT SUMMARY** VISA Account Number: REDACTED

Previous Balance	\$7,498.31	Total Credit Line	\$8,500
Payment, Credits	-\$7,498.31	Available Credit	\$8,441
Finance Charges	+\$58.05	Cash Access Line	\$1,700
New Balance	\$58.05	Available for Cash	\$1,700

Please Note: The remaining balance on your statement is interest and/or fees incurred from the date of the last statement until your payment was received.

**AMAZON.COM POINTS SUMMARY**

Previous points balance	549	Earn a \$25 Amazon.com Reward Certificate every time you reach 2,500 points.
Points earned on all non-Amazon purchases	0	
Remaining balance	549	

**ACCOUNT ACTIVITY**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/14	Payment - Thank You	-7,349.31
05/23	Payment - Thank You	-149.00

**FINANCE CHARGES**

Category	Daily Periodic Rate	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee / Service Charge	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .07463%	27.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash advances	V .07463%	27.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Convenience check	V .07463%	27.24%	\$2,509.06	\$58.05	\$0.00	\$0.00	\$58.05

Total finance charges \$58.05

Effective Annual Percentage Rate (APR): 27.24%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself)
ARKADY MILGRAM, an individual, on behalf of himself and all others
similarly situated,

DEFENDANTS
CHASE BANK USA, N.A., a Delaware Corporation, and DOES 1 through 10,
inclusive,

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing
yourself, provide same.)
JEFF S. WESTERMAN/ SABRINA S. KIM / ANDREW J. SOKOLOWSKI
MILBERG LLP, 300 South Grand Avenue, Suite 3900, Los Angeles, CA 90071
Telephone: (213) 617-1200 Facsimile: (213) 617-1975

Attorneys (If Known)

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 - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1 Incorporated or Principal Place of Business in this State
2 2 Incorporated and Principal Place of Business in Another State
3 3 Foreign Nation
4 4
5 5
6 6

IV. 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 Multi-District Litigation
7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No MONEY DEMANDED IN COMPLAINT: \$

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
Breach of Contract; Breach of Implied Covenant of Good Faith and Fair Dealing; Violation of Cal. Bus. & Prof. Code § 17200 et seq. and § 17500 et seq.

VII. NATURE OF SUIT (Place an X in one box only.)

Table with 6 columns: OTHER STATUTES, CONTRACT, REAL PROPERTY, TORTS, PRISONER PETITIONS, CIVIL RIGHTS, LABOR. Lists various legal categories and their corresponding checkboxes.

CV10-00336

FOR OFFICE USE ONLY: Case Number:

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.  
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.  
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Delaware

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note:** In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): Sabina S. Kim / AJS Date January 15, 2010

**Notice to Counsel/Parties:** The CV-71 (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. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

**Key to Statistical codes relating to Social Security Cases:**

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))