

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

BRADY TUCKER, Individually and On Behalf
of All Others Similarly Situated,

Plaintiff,

v.

CHASE BANK USA, N.A.,

Defendant.

Case No.

**CLASS ACTION COMPLAINT FOR
VIOLATIONS OF THE TRUTH IN LENDING
ACT, 15 U.S.C. § 1601, *et seq.***

JURY TRIAL DEMANDED

ECF CASE

Pursuant to Fed. R. Civ. P. 23, Plaintiff Brady Tucker brings this class action individually and on behalf of all other persons in the United States who, upon purchasing a cryptocurrency from Coinbase.com or another online crypto merchant, incurred cash advance fees and/or cash advance interest charges on consumer credit cards issued by Defendant Chase Bank USA, N.A. (“Chase” or “Defendant”). Plaintiff makes the following allegations based on the investigation of his counsel, and based upon personal knowledge as to himself and his own acts and dealings with the Defendant. Plaintiff and his counsel believe that substantial, additional evidentiary support will exist for the allegations set forth herein after a reasonable opportunity for discovery.

INTRODUCTION

1. In recent years, so-called “cryptocurrencies” such as Bitcoin, Litecoin, and Ethereum have gained public attention for their potential technological applications to the future of business and finance. Many consumers view cryptocurrencies (or “cryptos”) as a technology that could eventually help replace conventional, government-issued money. As of today, however, cryptos are not money at all; they are a technology, mere computer programs stored on computers. Cryptos are not created or issued by the U.S. government or any other government. They are not issued or created by any regulated financial institution, nor are they recognized as legal tender in any foreign or domestic jurisdiction.

2. Nonetheless, many consumers have come to view cryptos as the future of money, or at the very least, the future of financial technology. For that reason, some consumers have come to ascribe tremendous economic value to owning cryptos. When and if cryptos become money in the conventional sense, some consumers want to be found owning them, largely because cryptos differ from conventional currency in one important respect. Every type of cryptocurrency is programmed to be finite in number and ultimately fixed in supply.

3. Bitcoin, the first ever cryptocurrency, was released as open-source software in 2009 by an anonymous person, or group of persons, under the pseudonym “Satoshi Nakamoto.” Since 2009, several other cryptocurrencies have been invented by various tech experts seeking to improve upon and/or offer alternatives to the Bitcoin concept. Some of the more popular cryptos available for public purchase include Litecoin, Ethereum, and Ripple. All have grown in notoriety and value over the last several years, as the concept of cryptos has spread from a fringe group of tech experts into the general public consciousness.

4. As the cryptocurrency wave began to propagate from a small segment of computer science gurus, into the media, and then to consumers at large, tech-savvy entrepreneurs saw an opportunity. On a largely *ad hoc* basis, entrepreneurs began to develop new technological and economic infrastructures to support the buying, selling and exchange of cryptos nationwide.

5. Among such “infrastructure” businesses was a now-prominent website called “Coinbase” (www.coinbase.com). Coinbase today serves as one of the largest cryptocurrency exchanges in the United States. Coinbase.com is owned and operated by San Francisco-based Coinbase, Inc., a privately held company that allows consumers to buy and sell cryptocurrencies using an intuitive, user-friendly online interface.

6. For the last several years, Coinbase has allowed consumers to purchase cryptos online using their personal credit cards. Throughout these years, Defendant Chase Bank USA, N.A. (“Chase” or “Defendant”), and other major banks, likewise permitted their credit card customers to purchase cryptos online. Whenever Chase’s credit cardholders did so, Chase processed their crypto purchases from Coinbase and other merchants as ordinary credit card “Purchases.”

7. But beginning in January 2018, Chase decided to do something very different. Chase began treating all its customers' crypto purchases not as ordinary credit card "Purchases" — as Chase had for years — but instead as "Cash Advances" from Chase to the credit cardholder. When Chase implemented this change in late January 2018, Chase did so in total silence. Chase provided no prior notice to its cardholders that their crypto "Purchases" would be treated as "Cash Advances" on a going forward basis. All of this occurred unbeknownst to Chase's cardholders.

8. Plaintiff and other Class members began using their Chase-issued credit cards to purchase cryptos in and before early January 2018, when their crypto purchases had always been treated as "Purchases." Plaintiff and other Class members had been using their credit cards to buy cryptos, not because they needed to borrow money in the first place, but instead because it was the only way to acquire cryptos *instantly* via Coinbase and other merchants. Purchasing cryptos with a bank account number would typically require several days of processing time. Consequently, consumers had long been using their credit cards to purchase cryptos simply to avoid unnecessary delays in delivery. For years, Chase consistently treated cardholders' crypto purchases as ordinary "Purchases" under Chase's card member agreements.

9. As a result, in and after late January 2018, Plaintiff and the Class simply continued to do what they had been doing for years: making routine crypto purchases via Coinbase and other merchants using their Chase credit cards. Unbeknownst to Class members, however, they were now taking out personal cash loans from Chase, complete with new fees and sky-high interest rates (up to 30% annually). Those ultra-high finance charges began accruing *immediately* on the transaction date, rather than after the end of a billing period, as with an ordinary purchase. Based on Plaintiff's and the Class's longstanding experiences with Chase under their cardholder agreements, Plaintiff and the Class believed they could pay off their crypto purchases before their

credit card due-dates without incurring any finance charges. But Plaintiff and the Class were duped. Chase silently smacked them with instant cash advance fees, plus much higher interest rates than normal, and left them without any recourse.

10. In sum, the complete lack of fair notice to Chase's cardholders caused them to unknowingly incur millions of dollars in cash advance fees and sky-high interest charges on each and every crypto purchase. Chase's silent bait-and-switch squarely violates the federal Truth in Lending Act, 15 U.S.C. § 1601, *et seq.* ("TILA"), which aims to ensure that consumers obtain credit from financial institutions based on their informed consent. Had Chase notified its cardholders, as required by law, in advance of making these changes to their credit card terms, Plaintiff and the Class would not have incurred millions of dollars in cash advance fees and interest charges by taking out personal cash loans from Chase *without their knowledge or consent*.

11. Plaintiff and the Class seek, *inter alia*, a complete refund of all cash advance-related charges levied against them by Chase in connection with their recent crypto purchases.

JURISDICTION AND VENUE

12. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 because this is a civil action arising under the laws of the United States. The claims asserted herein arise under and pursuant to the Truth in Lending Act, 15 U.S.C. § 1601, *et seq.* and the United States Consumer Financial Protection Bureau's "Regulation Z" promulgated thereunder, codified at Title 12, Part 1026 of the Code of Federal Regulations.

13. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b). Chase resides and transacts business in this District, and maintains its principal executive offices within this District. Many of the acts that constitute the violations of law complained of herein occurred in substantial part in this District.

PARTIES

14. Plaintiff Brady Tucker is a resident of Idaho and has been a Chase credit card member since 2017. Mr. Tucker opened his Chase credit card account in or about June 2017. He made regular purchases of cryptos on Coinbase.com using his Chase-issued credit card beginning in early January 2018. Up until and including January 22, 2018, Chase treated all of Mr. Tucker's purchases on Coinbase.com as ordinary credit card "Purchases" under his cardholder agreement. But when Mr. Tucker made additional crypto purchases from Coinbase.com, using the same Chase credit card, on January 27, January 29, January 31, February 1, and February 2, 2018, Chase suddenly treated all of *these* purchases as "Cash Advances," and assessed at least \$143.30 in cash advance fees and \$20.61 in cash advance interest charges (as of February 20, 2018). Despite calling Chase's customer service line to complain about the surprise charges on his account, Chase declined to remove them. Plaintiff was forced to pay and did pay these surprise cash advance charges in full.

15. At no point did Chase attempt to notify Mr. Tucker — neither before nor immediately after he executed his latest crypto purchases — that such purchases would be treated as "Cash Advances" rather than "Purchases" under his card member agreement. Had Mr. Tucker known that Chase was going to begin treating his customary Purchases as Cash Advances, then Mr. Tucker would not have used his Chase credit card to buy cryptos on or after January 27, 2018, and would not have incurred or been forced to pay the cash advance fees and interest charges that Chase levied against him.

16. Defendant Chase Bank USA, N.A. is domiciled in New York and is one of the largest national banks and credit card issuers in the United States. In late January 2018, Chase

abruptly altered its customers' credit card terms — without notice — such that any crypto purchases made by card members would be treated as “Cash Advances” rather than “Purchases.”

17. From its own database records, Chase knew that many of its customers had long been using their Chase credit cards to purchase cryptos from Coinbase.com and other online crypto sellers. In addition, Jamie Dimon, the Chief Executive Officer of Chase's parent company, JPMorgan Chase & Co., has repeatedly and publicly commented on consumer demand for cryptos. For example, in September 2017, Mr. Dimon publicly announced his belief that Bitcoin is “a fraud”: one that is “worse than tulip bulbs.” As for any employee he found buying Bitcoins, he added, “I'd fire them in a second. For two reasons: It's against our rules, and they're stupid.”¹

18. It appears that in addition to firing its “stupid” employees, Chase elected to start *fining* its “stupid” customers: unilaterally. Chase made no effort whatsoever to notify its cardholders that they would begin incurring lofty cash advance fees and interest charges on all of their crypto purchases in real time. During recent weeks, Plaintiff and other Class members have called Chase's customer service line to complain about Chase's surprise cash advance fees and interest charges. When Plaintiff and other Chase cardholders have done so, Chase has responded by summarily (and deceptively) placing the blame on Coinbase.

19. During recent months, several other major banks made similar changes to their customers' credit card terms, and began treating all crypto purchases as cash advances rather than ordinary purchases. When credit card customers (many of whom are crypto consumers) of *other* major banks have called customer service lines to complain about a lack of prior notice, other

¹ See, e.g., <https://www.bloomberg.com/news/articles/2017-09-12/jpmorgan-s-ceo-says-he-d-fire-traders-who-bet-on-fraud-bitcoin> (“Jamie Dimon Slams Bitcoin as a ‘Fraud’”).

major banks (unlike Chase) have voluntarily agreed to remove any surprise, crypto-induced cash advance fees.

SUBSTANTIVE ALLEGATIONS

20. Chase is one of the largest national banks and credit card issuers in the United States. Chase issues a number of different credit cards to consumers nationwide, such as the Chase Freedom, Chase Sapphire, and Chase Slate credit cards, which differ primarily according to their “introductory offers” and “rewards” features. These include account-opening bonus offers, as well as other forms of compensation that vary according to a card member’s spending levels. Chase also offers a series of “Chase Partner Cards,” which are Chase-issued credit cards that offer vendor-specific rewards to a card member in proportion to his or her spending levels. For example, the Chase Marriott Rewards card allows its members to earn discounts on Marriott hotel stays, while Chase’s Southwest Airlines Rapid Rewards credit card allows its members to accrue flight discounts over time.

21. As far as is relevant to this action, all Chase-issued, consumer credit cards come with substantially identical credit card member agreements. At all relevant times, each Chase card member agreement has set forth the applicable interest rates and fees (if any) that apply to different types of credit card transactions. Each agreement offers some variable annual percentage rate (or “APR”) for ordinary “Purchases,” and a substantially higher APR for so-called “Cash Advances.”

22. At all relevant times, with respect to ordinary “Purchases,” every Chase credit card agreement has stated: “You [the cardholder] may use your account to buy goods and services. We authorize charges to your account in accordance with the terms of this agreement.” With respect to “Cash Advances,” every Chase card member agreement has stated:

You may obtain cash from automatic teller machines, at banks or by using cash advance checks [provided by Chase]. Unless we

[Chase] say otherwise, balance transfer checks or promotional checks made payable to cash or yourself will be treated as cash advances. We treat certain other transactions as cash advances. See the Cash-like Transactions section under [the] Important Definitions [section] above.

23. Chase's "Important Definitions" section then defines "Cash-like Transactions" as follows:

The following transactions will be treated as cash advances: purchasing travelers checks, foreign currency, money orders, wire transfers or similar cash-like transactions; purchasing lottery tickets, casino gaming chips, race track wagers or similar betting transactions; and making a payment using a third party service.

24. Based on all of the above language, Chase consistently and continuously treated Plaintiff's and all other card members' "crypto" purchases as ordinary "Purchases" up until late January 2018.

25. By way of example only, on January 15, 2018, Plaintiff used his Chase credit card to buy cryptos from Coinbase for \$360. Chase approved and processed this transaction as a standard "Purchase," and sent Plaintiff a credit card statement dated January 20, 2018 reflecting the same. Chase did not assess any "Cash Advance" fees or interest charges on this purchase.

26. On January 16, 2018, Plaintiff used his Chase credit card to buy cryptos from Coinbase for \$120. Chase approved and processed this transaction as a standard "Purchase," and sent Plaintiff a credit card statement dated January 20, 2018 reflecting the same. Chase did not assess any "Cash Advance" fees or interest charges on this purchase.

27. On January 17, 2018, Plaintiff used his Chase credit card to buy cryptos from Coinbase for \$90. Chase approved and processed this transaction as a standard "Purchase," and sent Plaintiff a credit card statement dated January 20, 2018 reflecting the same. Chase did not assess any "Cash Advance" fees or interest charges on this purchase.

28. On January 20, 2018, Plaintiff used his Chase credit card to buy cryptos from Coinbase for \$273. Chase approved and processed this transaction as a standard "Purchase," and

sent Plaintiff a credit card statement dated February 20, 2018 (his subsequent monthly credit card statement) reflecting the same. Chase did not assess any “Cash Advance” fees or interest charges on this purchase.

29. On January 21, 2018, Plaintiff used his Chase credit card to buy cryptos from Coinbase for \$120. Chase approved and processed this transaction as a standard “Purchase,” and sent him a credit card statement dated February 20, 2018 reflecting the same. Chase did not assess any “Cash Advance” fees or interest charges on this purchase.

30. On January 22, 2018, Plaintiff used his Chase credit card to buy cryptos from Coinbase for \$101. As always, Chase approved and processed this transaction as a standard “Purchase,” and sent him a credit card statement dated February 20, 2018 reflecting the same. Consistent with the longstanding terms of its card member agreements, Chase did not assess any “Cash Advance” fees or interest charges on this purchase.

31. On January 27, 2018, however, Plaintiff used his same Chase credit card to buy cryptos from Coinbase for \$588. This time, without prior notice, and contrary to Chase’s longstanding card member terms with Plaintiff and the Class, Chase approved and processed Plaintiff’s crypto purchase as a “*Cash Advance*,” and hit Plaintiff with a surprise cash advance fee, as well as *instant* interest charges greater than 26% APR. Plaintiff’s Chase credit card statement dated February 20, 2018 reflects the same.

32. On January 29, 2018, Plaintiff again used his Chase credit card to buy cryptos from Coinbase, this time for \$245. Without notice, and contrary to Chase’s longstanding card member agreements with Plaintiff and the Class, Chase approved and processed this transaction as a “Cash Advance” and hit Plaintiff with a surprise cash advance fee, along with immediate interest charges of over 26% APR. Plaintiff’s credit card statement dated February 20, 2018 reflects the same.

33. On January 31, 2018, Plaintiff again used his Chase credit card to buy cryptos from Coinbase, this time for \$122. Without notice, and contrary to Chase's longstanding card member terms with Plaintiff and the Class, Chase approved and processed this transaction as a "Cash Advance" and hit Plaintiff with a surprise cash advance fee, along with immediate interest charges of over 26% APR. Plaintiff's credit card statement dated February 20, 2018 reflects the same.

34. On February 1, 2018, Plaintiff again used his Chase credit card to buy cryptos from Coinbase, this time for \$170. Without notice, and contrary to Chase's longstanding card member agreements with Plaintiff and the Class, Chase approved and processed this transaction as a "Cash Advance" and hit Plaintiff with a surprise cash advance fee, along with immediate interest charges of over 26% APR. Plaintiff's credit card statement dated February 20, 2018 reflects the same.

35. On February 2, 2018, Plaintiff again used his Chase credit card to buy cryptos from Coinbase, this time for \$112. Without notice, and contrary to Chase's longstanding card member agreements with Plaintiff and the Class, Chase approved and processed this transaction as a "Cash Advance" and hit Plaintiff with a surprise cash advance fee, along with immediate interest charges of over 26% APR. Plaintiff's credit card statement dated February 20, 2018 reflects the same.

36. All told, Chase assessed a total of \$143.30 in surprise "Cash Advance" fees against Plaintiff, along with \$20.61 in surprise Cash Advance interest charges between January 27 and February 20, 2018 alone. At no point did Chase notify Plaintiff in advance of his transactions that Chase intended to begin — or had recently begun — assessing "Cash Advance" fees and interest charges on all of his and everyone else's crypto purchases. Instead, Chase simply stuck Plaintiff with the bill, after the fact of his transactions, and insisted that he pay it. Plaintiff called Chase's customer service line to dispute these fees and interest charges, but Chase refused to remove them,

so Plaintiff was forced to pay them and did in fact pay them in order to avoid further interest charges and/or delinquency.

37. Between January 2018 and February 2018 alone, Chase assessed the same surprise cash advance charges against hundreds if not thousands of other card members just like Plaintiff.² Plaintiff and the Class routinely purchased cryptos from Coinbase and other online crypto merchants, without knowing that Chase would assess hefty “Cash Advance” fees plus immediate interest charges of up to 30% APR. Had Plaintiff and the Class been notified of this in advance, as required by law, then they would not have continued using their Chase credit cards to purchase cryptos.

38. Chase’s “gotcha” cash advance fees and interest charges against Plaintiff and the Class violate the federal Truth in Lending Act, 15 U.S.C. § 1601, *et seq.* (“TILA”) and Regulation Z promulgated thereunder by the CFPB. TILA and Regulation Z require credit card issuers, including Chase, to give their cardholders 45 days written notice *before* implementing any “significant change” to cardholders’ credit card terms. 15 U.S.C. § 1637(i)(2). “Significant change[s]” expressly include cash advance fees, as well as any other finance charges that apply to different types of transactions. By not even attempting to notify (let alone effecting notice to) Plaintiff and the Class before assessing “Cash Advance” fees and interest charges against Plaintiff and the Class, Chase violated the letter and spirit of TILA and Regulation Z, which aim to “assure the meaningful disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms available to him and avoid the uninformed use of credit.” 15 U.S.C. § 1601(1).

² At some later point during February 2018, Chase began *declining* all of its card members’ crypto purchases from Coinbase and other crypto merchants.

39. Had Chase notified Plaintiff in or before January 2018 of its abrupt change to Plaintiff's credit card terms, then Plaintiff would not have used his Chase credit card to buy cryptos, and would not have incurred or been forced to pay these "gotcha" fees and interest charges. Plaintiff seeks complete relief from these cash advance charges, on his own behalf and on behalf of all other Class members.

CLASS ACTION ALLEGATIONS

40. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3) on behalf of a Class, consisting of all persons and entities in the United States who, upon purchasing a cryptocurrency from Coinbase.com or another online crypto merchant, incurred cash advance fees and/or cash advance interest charges on credit cards issued by Chase Bank USA, N.A. Excluded from the Class are Chase, the officers and directors of Chase, at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns and any entity in which Chase has or had a controlling interest.

41. The members of the Class are so numerous that joinder of all members is impracticable. Leading up to and during January and February 2018, hundreds if not thousands of Chase credit card members used their Chase cards to purchase cryptos from Coinbase.com and other online crypto merchants for millions of dollars, collectively. While the exact number of Class members is unknown to Plaintiff at this time, and can be ascertained only through appropriate discovery, Plaintiff believes that there are hundreds or thousands of members in the proposed Class. Members of the Class may be identified and located from records maintained by Chase and may be notified of the pendency of this action by electronic mail and/or regular mail, using the form of notice similar to that customarily used in class actions.

42. Plaintiff's claims are typical of Class members' claims, as all members of the Class are similarly affected by Defendant's wrongful conduct in violation of federal law as complained of herein.

43. Plaintiff will fairly and adequately protect the interests of Class members and has retained counsel competent and experienced in class action litigation. Plaintiff has no interests antagonistic to or in conflict with those of the Class.

44. Common questions of law and fact exist as to all members of the Class and predominate over any questions solely affecting individual members of the Class. Among the questions of law and fact common to the Class are:

- a. whether Chase violated TILA by declining to notify Plaintiff and all other Class members in advance of Chase's sudden, unilateral change to their credit card accounts;
- b. whether Chase, in fact, failed or declined to provide Class members with advance written notice of Chase's sudden, unilateral change to their credit card accounts;
- c. whether Plaintiff and the Class suffered damages as a result of Chase's conduct, and the proper measure of such damages; and
- d. whether Plaintiff and the Class are entitled to statutory damages, as well as reasonable attorneys' fees and expenses as a result of Defendant's wrongful conduct.

45. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the damages suffered by individual Class members may be relatively small, the expense and burden of individual litigation would make it difficult if not impossible for members of the Class to

redress the wrongs done to them on an individual basis. There will be no difficulty in the management of this case as a class action.

COUNT I
(Violations of the Truth in Lending Act, 15 U.S.C. § 1601, *et seq.*, and Regulation Z Promulgated Thereunder)

46. Plaintiff hereby repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

47. The Truth in Lending Act, at 15 U.S.C. § 1637(i)(2), requires credit card issuers to “provide a written notice of any significant change, as determined by rule of the [U.S. Consumer Financial Protection] Bureau, in the terms . . . of the cardholder agreement between the creditor and obligor, not later than 45 days prior to effective date of the change.”

48. Pursuant to its express authority under 15 U.S.C. § 1637(i)(2), the Consumer Financial Protection Bureau (“Bureau”) promulgated 12 C.F.R. § 1026.9(c)(2) which provides the following “Rules affecting open-end (not home-secured) plans,” *i.e.*, credit card plans:

- (i) Changes where written advance notice is required.
 - (A) General. For plans other than home equity plans . . . , when a significant change in account terms as described in paragraph (c)(2)(ii) of this section is made, a creditor must provide a written notice of the change at least 45 days prior to the effective date of the change ***to each consumer who may be affected.***

12 C.F.R. § 1026.9(c)(2)(i) (emphasis added). Section 1026.9(c)(2)(ii) then defines “Significant changes in account terms” as follows:

For purposes of this section, a “significant change in account terms” means a change to a term required to be disclosed under § 1026.6(b)(1) and (b)(2), an increase in the required minimum periodic payment, a change to a term required to be disclosed under § 1026.6(b)(4), or the acquisition of a security interest.

12 C.F.R. § 1026.9(c)(2)(ii). The credit card account terms specifically enumerated in 12 C.F.R. § 1026.6(b)(1), (b)(2) and (b)(4) include, but are not limited to, the following:

Transaction charges. Any transaction charge imposed by the creditor for use of the open-end plan for purchases.

12 C.F.R. § 1026.6(b)(2)(iv).

Cash advance fee. Any fee imposed for an extension of credit in the form of cash or its equivalent.

12 C.F.R. §1026.6(b)(2)(vii).

Type of transaction. The type of transaction to which the [interest] rate applies, if different rates apply to different types of transaction.

12 C.F.R. § 1026.6(b)(4)(i)(C).

49. By consistently treating Plaintiff's and the Class's crypto purchases as "Purchases" under its card member agreements, and not imposing cash advance fees or interest charges — then changing Plaintiff's and the Class's routine crypto "Purchases" to be treated as "Cash Advances" overnight in January 2018 — Chase made a "significant change" to Plaintiff's and the Class's credit card terms within the meaning of 15 U.S.C. § 1637(i)(2) and Regulation Z.

50. Upon making this significant, overnight change to Plaintiff's and the Class's credit card terms in January 2018, Chase did not provide advance written notice of the change as required by 15 U.S.C. § 1637(i)(2) and Regulation Z.

51. In the alternative, Regulation Z provides as follows:

[I]f a creditor increases any component of a charge, or introduces a new charge, required to be disclosed under § 1026.6(b)(3) that is *not* a significant change in account terms as described in paragraph (c)(2)(ii) of this section, a creditor must either, at its option:

(A) Comply with the [45-day notice] requirements of paragraph (c)(2)(i) of this section; or

(B) Provide notice of the amount of the charge *before the consumer agrees to or becomes obligated to pay the charge*, at a time and in a manner that a consumer would be likely to notice the disclosure of the charge. The notice may be provided orally or in writing.

12 C.F.R. § 1026.9(c)(2)(iii) (emphasis added).

52. The credit card terms specifically enumerated in 12 C.F.R. § 1026.6(b)(3) include, but are not limited to, the following:

For charges imposed as part of an open-end (not home-secured) [credit card] plan, *the circumstances under which the charge may be imposed*, [and] the amount of the charge or an explanation of how the charge is determined.

12 C.F.R. § 1026.6(b)(3)(i) (emphasis added).

53. Had Chase provided Plaintiff and the Class with advance notice of its changes as required by TILA and Regulation Z, then Plaintiff and other Class members would not have used their Chase credit cards to purchase cryptos from Coinbase and other merchants on or after the effective date of such changes. Consequently, Plaintiff and the Class would not have incurred Chase's surprise "Cash Advance" fees or interest charges, effectively taking out personal cash loans from Chase without their knowledge or consent.

54. Pursuant to 15 U.S.C. § 1640(a), Plaintiff brings this claim on his own behalf, and on behalf of the Class defined above, to recover his and the Class's actual financial damages, *plus* statutory damages in the aggregate amount of \$1 million, *plus* his costs of this action and reasonable attorneys' fees and expenses incurred therein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

A. Determining that the instant action may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, and certifying Plaintiff as the Class representative, and the law firm of Finkelstein & Krinsk LLP as Class Counsel;

B. Requiring Defendant to pay the actual damages sustained by Plaintiff and the Class by reason of the acts and transactions alleged herein;

C. Awarding Plaintiff and the Class additional statutory damages in the aggregate amount of \$1 million pursuant to 15 U.S.C. § 1640(a);

D. Awarding Plaintiff and other members of the Class prejudgment and post-judgment interest, as well as reasonable attorneys' fees, expert fees and other costs and expenses of this litigation; and

E. Awarding such other relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury.

Dated: April 10, 2018

Respectfully submitted,

FINKELSTEIN & KRINSK LLP

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*Counsel for Plaintiff and the Putative Class
(pro hac vice pending)*

Exhibit A



P.O. BOX 15123
WILMINGTON, DE
19850-5123

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

Payment Due Date: 02/17/18
New Balance:
Minimum Payment:

Account number:

\$ _____ Amount Enclosed
Make your check payable to: Chase Card Services

BRADY S TUCKER

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014



Manage your account online:
www.chase.com/Southwest

Customer Service:
1-800-792-0001

Mobile: Download the
Chase Mobile® app today

ACCOUNT SUMMARY

Account Number:	
Previous Balance	\$0.00
Payment, Credits	\$0.00
Purchases	+\$570.00
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$570.00
Opening/Closing Date	12/21/17 - 01/20/18
Credit Access Line	
Available Credit	
Cash Access Line	
Available for Cash	
Past Due Amount	\$0.00
Balance over the Credit Access Line	\$0.00

PAYMENT INFORMATION

New Balance	\$570.00
Payment Due Date	02/17/18
Minimum Payment Due	\$25.00

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

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	2 years	\$696

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

SOUTHWEST AIRLINES RAPID REWARDS CARD SUMMARY

- + 2X Pts for Southwest purchases
- + Points earned on purchases
- Total Rapid Rewards transf. to Southwest

0 Learn more about your Rapid Rewards® Credit Card at www.chase.com/southwest. View point totals and redeem at www.southwest.com/rrecount. Call 1-800-1-FLY-SWA or visit www.southwest.com to book flights.

Earn 2 Rapid Rewards® Points per \$1 spent on flights purchased directly through Southwest Airlines® and on participating Rapid Rewards Hotel and Rental Car partner purchases. (like Marriott, Hyatt, Hertz and Avis) Escape faster by earning 1 point per \$1 on all other purchases.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
PURCHASE		
01/15	COINBASE CHEAPSIDE	360.00
01/16	COINBASE CHEAPSIDE	120.00
01/17	COINBASE CHEAPSIDE	90.00

2018 Totals Year-to-Date

Total fees charged in 2018	\$0.00
Total interest charged in 2018	\$0.00

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

Address Change Request

Please provide information below only if the address information on front is incorrect.

Street Address: _____

City: _____

State: _____ Zip: _____

*Home Phone: _____ *Work Phone: _____

E-mail Address: _____

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

To contact us regarding your account:

 <p>Call Customer Service: In U.S. 1-800-792-0001 Español 1-888-446-3308 TTY 1-800-955-8060 Pay by phone 1-800-436-7958 Outside U.S. call collect 1-302-594-8200</p>	 <p>Send Inquiries to: P.O. Box 15298 Wilmington, DE 19850-5298</p>	 <p>Mail Payments to: P.O. Box 94014 Palatine, IL 60094-4014</p>	 <p>Visit Our Website: www.chase.com/Southwest</p>
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Information About Your Account

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In your letter, give us the following information:

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

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

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

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

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

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

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

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

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

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

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	17.24%(v)(d)	-0-	-0-
CASH ADVANCES			
Cash Advances	26.24%(v)(d)	-0-	-0-
BALANCE TRANSFERS			
Balance Transfer	17.24%(v)(d)	-0-	-0-

(v) = Variable Rate

(d) = Daily Balance Method (including new transactions)

(a) = Average Daily Balance Method (including new transactions)

31 Days In Billing Period

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

Exhibit B



P.O. BOX 15123
WILMINGTON, DE
19850-5123

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

Payment Due Date: 03/17/18
New Balance:
Minimum Payment:

Account number:

\$ _____ Amount Enclosed
Make your check payable to: Chase Card Services

RRANDY S. TICKER

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014



Manage your account online:
www.chase.com/Southwest

Customer Service:
1-800-792-0001

Mobile: Download the
Chase Mobile app today

ACCOUNT SUMMARY

Account Number:	
Previous Balance	\$570.00
Payment, Credits	
Purchases	
Cash Advances	
Balance Transfers	
Fees Charged	+\$143.30
Interest Charged	+\$20.61
New Balance	\$20.61
Opening/Closing Date 01/21/18 - 02/20/18	
Credit Access Line	
Available Credit	
Cash Access Line	
Available for Cash	
Past Due Amount	\$0.00
Balance over the Credit Access Line	\$0.00

PAYMENT INFORMATION

New Balance	\$20.61
Payment Due Date	03/17/18
Minimum Payment Due	\$20.61

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

YOUR ACCOUNT MESSAGES

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

SOUTHWEST AIRLINES RAPID REWARDS CARD SUMMARY

+ 2X Pts for Southwest purchases	0	Learn more about your Rapid Rewards® Credit Card at
+ Points earned on purchases	494	www.chase.com/southwest . View point totals and
- Total Rapid Rewards transf. to Southwest	494	redeem at www.southwest.com/raccount . Call
		1-800-1-FLY-SWA or visit www.southwest.com to book
		flights.

Earn 2 Rapid Rewards® Points per \$1 spent on flights purchased directly through Southwest Airlines® and on participating Rapid Rewards Hotel and Rental Car partner purchases. (like Marriott, Hyatt, Hertz and Avis) Escape faster by earning 1 point per \$1 on all other purchases.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
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PAYMENTS AND OTHER CREDITS

- 02/01
- 01/29
- 01/29
- 02/01
- 01/27
- 01/27
- 01/31
- 01/31
- 02/02
- 02/02
- 02/16

Address Change Request

Please provide information below only if the address information on front is incorrect.

Street Address: _____
 City: _____
 State: _____ Zip: _____
 *Home Phone: _____ *Work Phone: _____
 E-mail Address: _____

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

To contact us regarding your account:

 <p>Call Customer Service: In U.S. 1-800-792-0001 Español 1-888-446-3308 TTY 1-800-955-8060 Pay by phone 1-800-496-7958 Outside U.S. call collect 1-302-594-8200</p>	<p>?</p> <p>Send Inquiries to: P.O. Box 15298 Wilmington, DE 19850-5298</p>	 <p>Mail Payments to: P.O. Box 94014 Palatine, IL 60094-4014</p>	 <p>Visit Our Website: www.chase.com/Southwest</p>
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Information About Your Account

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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In your letter, give us the following information:

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

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

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

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

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

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

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

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

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



ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction Merchant Name or Transaction Description \$ Amount

PURCHASE

01/20	COINBASE CHEAPSIDE	273.00
01/21	COINBASE CHEAPSIDE	120.00
01/22	COINBASE CHEAPSIDE	101.00

CASH ADVANCES

01/27	COINBASE CHEAPSIDE	588.00
01/29	COINBASE CHEAPSIDE	245.00
01/31	COINBASE CHEAPSIDE	122.00
02/01	COINBASE CHEAPSIDE	170.00
02/02	COINBASE CHEAPSIDE	112.00
02/01	COINBASE TRAV FUNDS CHEAPSIDE	170.00
01/31	COINBASE TRAV FUNDS CHEAPSIDE	122.00
02/02	COINBASE TRAV FUNDS CHEAPSIDE	112.00
01/27	COINBASE TRAV FUNDS CHEAPSIDE	588.00
01/29	COINBASE TRAV FUNDS CHEAPSIDE	245.00

FEES CHARGED

01/28	TRANSACTION FEE	29.40
01/30	TRANSACTION FEE	12.25
02/01	TRANSACTION FEE	10.00
02/02	TRANSACTION FEE	10.00
02/04	TRANSACTION FEE	10.00
02/15	TRANSACTION FEE	29.40
02/15	TRANSACTION FEE	12.25
	TOTAL FEES FOR THIS PERIOD	\$143.30

INTEREST CHARGED

02/20	CASH ADVANCE INTEREST CHARGE	20.61
	TOTAL INTEREST FOR THIS PERIOD	\$20.61

2018 Totals Year-to-Date	
Total fees charged in 2018	\$143.30
Total interest charged in 2018	\$20.61

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

INTEREST CHARGES

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

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	17.24%(v)(d)	-0-	-0-
CASH ADVANCES			
Cash Advances	26.24%(v)(d)	\$924.60	\$20.61
BALANCE TRANSFERS			
Balance Transfer	17.24%(v)(d)	-0-	-0-

(v) = Variable Rate **31 Days in Billing Period**
(d) = Daily Balance Method (Including new transactions)

(a) = Average Daily Balance Method (Including new transactions)

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