

EXHIBIT N

71-91076, D. B.I. AWC
AWC

IN THE
NATIONAL ARBITRATION FORUM
RESPONSE WITH DEFENSES

Respondent:

T. A. H.
c/o The Consumer Law Center
210 North University Drive
Suite 900
Coral Springs, FL 33071
USA
Telephone: 954-510-7840
E-mail Address: NAF@hesskennedylaw.com

File Number: MX0712002028043

Claimant:

Chase Bank USA, N.A.
c/o Mann Bracken, LLC
One Paces Road West, Suite 1400
2727 Paces Ferry Road
Atlanta, GA 30339
USA

RESPONSE

In response to the Claimant's Claim, the Respondent states as follows:

1. In response to paragraph 1, the Respondent denies the allegations contained therein.
2. In response to paragraph 2, the Respondent denies the allegations contained therein.
3. In response to paragraph 3, the Respondent denies the allegations contained therein.
4. In response to paragraph 4, the Respondent denies the allegations contained therein.
5. In response to paragraph 5, the Respondent denies the allegations contained therein.
6. In response to paragraph 6, the Respondent denies the allegations contained therein.

WHEREFORE, the Respondent requests that the Claim be dismissed with prejudice and judgment granted in favor of the Respondent, plus court costs, attorneys' fees and further relief deemed just and proper.

FILED
JUL 11 2007
NATIONAL ARBITRATION FORUM

AFFIRMATIVE DEFENSES

7. As its first affirmative Defense, the Respondent shows that the Claimant is precluded from recovery in this action for failure to state a cause of action upon which relief can be granted. The Claimant seeks damages for Respondent's purported breach of contract and failure to pay money lent on a credit card account. The Claimant failed to attach the signed and dated credit card application, request or agreement executed by the Respondent and the document which is attached to the Claimant's Claim is so vague and uncertain as to leave the Respondent unable to formulate an intelligent response to the Claimant's Claim. The Claimant's unmarked attachments appear to be the business records of the original creditor. This being the case, the Claimant is unable to attest to the authenticity of the originating source of documents, and further lacks personal knowledge of the events that transpired at that period of time in the life of the credit card Agreement.

8. As its second affirmative defense, the Respondent shows that the Claimant is precluded from recovery in this action for failure to state a cause of action upon which relief can be granted, in that 15 U.S.C. §1642 provides that no credit card shall be issued to any person except in response to a request or application for a credit card. The Claimant fails to state when or how the Respondent requested or applied for the alleged credit card account that is the subject of its claim for breach of contract.

9. As its third affirmative defense, the Respondent shows that the Claimant is precluded from recovery in this action for failure to state a cause of action upon which relief can be granted, in that 15 U.S.C. §1637(a) requires a creditor to disclose rates, fees, and other cost information in applications and solicitations to open credit card accounts before opening any account under an open end consumer credit plan. The Claimant fails to allege that before opening the alleged credit card account that it disclosed to this Respondent the rates, fees, or other cost information in an application or solicitation which is a statutory condition precedent to the accrual of a cause of action for breach of contract on a credit card issued by a bank. The common law of the

State of Delaware in so far as it relates to causes of action for breach of contract for failure to pay as agreed on a credit card account is preempted by the Federal Truth in Lending Act, 15 U.S.C. §1666 et seq.

10. As its fourth affirmative defense, the Respondent shows that the Claimant is precluded from recovery in this action for failure to state a cause of action upon which relief can be granted, in that 15 U.S.C. §1637(b) requires a creditor of any account under an open end consumer credit plan to transmit a statements to the obligor, for each billing cycle at the end of which there is an outstanding balance in that account or with respect to which a finance charge is imposed. The Claimant fails to allege that it transmitted to this Respondent the statements that formed the basis for a claim of breach of contract which is a statutory condition precedent to the accrual of a cause of action for failure to pay as agreed on a credit card account. The common law of the State of Delaware in so far as it relates to causes of action for breach of contract for failure to pay as agreed on a credit card account is preempted by the Federal Truth in Lending Act, 15 U.S.C. §1666 et seq.

11. As its fifth affirmative defense, the Respondent shows that the Claimant is precluded from recovery in this action for failure to state a cause of action upon which relief can be granted, in that the Respondent sent the Claimant a notice of billing error in accordance with 15 U.S.C. §1666(a). 15 U.S.C. §1666(a)(3)(B) prohibits a creditor from taking any action to collect the amount, or any part thereof prior to complying with 15 U.S.C. §§(3)(A) & (B). See Exhibits A.

12. As its sixth affirmative defense, the Respondent shows that the Claimant's claims are barred by the applicable statute of limitations and/or the doctrine of laches.

13. As its seventh affirmative defense, the Respondent shows that the Claimant is precluded from recovery in this action by the doctrines of waiver and unclean hands.

14. As its eighth affirmative defense, the Respondent shows that the Claimant is precluded from recovery in this action because he has substantially and/or materially breached the parties' agreement and is not entitled to the relief requested.

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DISTRICT OF DELAWARE

15. As its ninth affirmative defense, the Respondent shows that the Claimant is precluded from recovery in this action in that any work, labor, or goods furnished and delivered were those furnished by third parties and not the Respondent.

16. As its tenth affirmative defense, the Respondent shows that the Claimant's damages, if any, are too speculative and are not plead with particularity.

17. As its eleventh affirmative defense, the Respondent shows that the Claimant is precluded from recovery because it possesses and has benefited from an insurance policy covering its losses if any.

18. As its twelfth affirmative defense, the Respondent shows that in the unlikely event that the Claimant is awarded damages in this action; the Respondent is entitled to an offset or credit for the amounts awarded to Claimant.

19. As its thirteenth affirmative defense, the Respondent shows that when a credit card account is established in the name of a holder of a credit card, no United States currency (Federal Reserve Notes) are lent or transferred to the holder of the credit card, but instead the card holder is given access to an electronic bookkeeping ledger wherein the issuing bank makes credits and debit entries in equal amounts in accordance with General Accepted Accounting Principles. Accordingly, no consideration is given and the contract fails for lack of consideration.

20. The Claim contains insufficient information to permit the Respondent from raising all appropriate defenses and counterclaims, and therefore, Respondent expressly reserves the right to amend and/or supplement this Response and Counterclaim with additional affirmative defenses and causes of action.

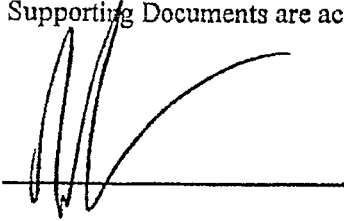
REQUEST FOR HEARING

21. The Respondent requests a document hearing.

WHEREFORE, the Respondent requests that the Claim be dismissed with prejudice and judgment granted in favor of the Respondent, plus court costs, attorneys' fees and further relief deemed just and proper.

AFFIDAVIT OF AUTHENTICITY

The undersigned assert, under penalty of perjury, that the facts supporting the Response and the Supporting Documents are accurate and correct.

A handwritten signature in black ink, appearing to read 'DL', is written over a horizontal line.

David M. Lipman, Esq.
for the Respondent

Respondent Contact
The Consumer Law Center
Attention: David M. Lipman, Esq.
210 North University Drive. Suite 900
Coral Springs, FL 33071
954-510-7840
NAF@hesskennedylaw.com

IN THE
NATIONAL ARBITRATION FORUM
RESPONDENT'S PROOF OF SERVICE

Respondent:

P [REDACTED] A H [REDACTED]
c/o The Consumer Law Center
210 North University Drive
Suite 900
Coral Springs, FL 33071
USA

Telephone: 954-510-7840
E-mail Address NAF@hesskennedylaw.com

File Number: MX0712002028043

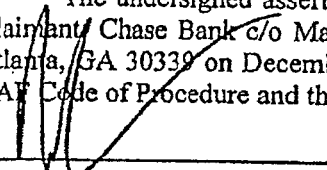
Claimant:

Chase Bank USA, N.A.
c/o Mann Bracken, LLC
One Paces Road West, Suite 1400
2727 Paces Ferry Road
Atlanta, GA 30339
USA

RESPONDENT'S PROOF OF SERVICE

1. I, David M. Lipman, Esq. have Delivered the following Documents to the Claimant:
 Respondent's Response Documents Supporting Response
2. All of the above Documents were Delivered to the Claimant by one of these methods described below:
 United States Postal Service Regular Mail

The undersigned asserts, under penalty of perjury, that the above listed Documents were served on the Claimant Chase Bank c/o Mann Bracken, LLC, One Paces Road West, Suite 1400, 2727 Paces Ferry Road, Atlanta, GA 30339 on December 21, 2007 and that this service conforms to the requirements of Rule 6 of the NAF Code of Procedure and the applicable law.



David M. Lipman, Esq.
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The Consumer Law Center
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