

EXHIBIT O

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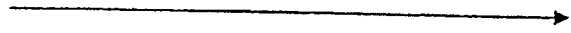
IN THE COUNTY COURT OF BROWARD COUNTY, FLORIDA

JOSEPH DIORIO,
Plaintiff,

CASE NO.: 07 06599

v.
CHASE MANHATTAN BANK USA, N.A
As successor in interest to BANK ONE DELAWARE,
N.A
Defendants.

JAY S. SPECKLE



COMPLAINT

JOSEPH DIORIO ("DIORIO") complains as follows against CHASE MANHATTAN BANK USA, N.A ("CHASE"):

1. This is an action for actual damages and statutory damages greater than \$5000.00 but less than \$15,000.00, and attorneys fees for violation of the Fair Credit Billing Act (part of the Truth in Lending Act), 15 U.S.C. §1666 and Regulation Z issued thereunder.
2. This Court has jurisdiction pursuant to 15 U.S.C. § 1640(e), Fla. Stat. §48.193(1)(a),(b), & (2) and *Posner v. Essex Ins. Co., Ltd.*, 178 F.3d 1209 (11th Cir. 1999).
3. Defendant CHASE is a National Bank that engages in continuous and substantial business transactions in Broward County, Florida.
4. Plaintiff DIORIO is a natural person with a legal billing address of 210 North University Drive, Coral Springs, FL 33071 who entered into an open-end credit transaction, namely a BOA account, with Defendant BOA for personal, family, and household purposes.
6. At all times material hereto, Defendant CHASE, in the ordinary course of business, regularly extended open-end consumer credit, pursuant to a credit card account, on which Defendant CHASE assessed finance charges.

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7. Beginning with the periodic statement with a closing date October 21, 2006, finance charges and daily periodic interest rates began appearing on Plaintiff's **CHASE** credit card account.

8. Plaintiff did not agree to those charges.

9. Within 60 days after transmission of the statement, plaintiff sent a notice disputing the charges to Defendant **CHASE** at the address stated on the periodic statement.

10. Subsequent to the above notice being sent, but prior to 30 days after receiving Defendant's notice, Attorneys for the Plaintiff sent Defendant **CHASE** notice disputing the charges as well as requesting additional information relating to Defendant **CHASE**'s initial disclosure statements and compliance with Federal law governing Banks insured by the Federal Depository Insurance Corporation.

11. Defendant **CHASE** did not, within two complete billing cycles after receipt of the notice, either correct the error and transmit to plaintiff, or plaintiff's attorney, a notification of the corrections or investigate the error and send plaintiff a written explanation.

12. Despite its receipt of plaintiff's billing error notice, and before meeting the requirements of 15 U.S.C. §1666 to either correct the error or investigate and send an explanation of the charges; Defendant **CHASE** made or threatened to make an adverse credit report regarding plaintiff.

13. Despite its receipt of plaintiff's billing error notice, and before meeting the requirements of 15 U.S.C. §1666 to either correct the error or investigate and send an explanation of the charges, Defendant **CHASE** took action to collect the disputed amount by calling Plaintiff, sending Plaintiff notices demanding payment, and retained Joann Haddad, **EICHENBAUM & STYLIANOU, LLC** to take action to collect the disputed amount.

WHEREFORE, Plaintiff **DIORIO** prays for judgment against Defendant **CHASE** for:

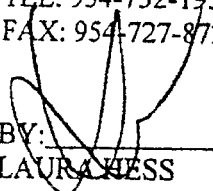
- A. Actual damages;
- B. Statutory damages in an amount of double the finance charge pursuant to 15 U.S.C. §1640(a)(2);
- C. Pursuant to 15 U.S.C. §1666(e), a declaration that Defendant has forfeited any right to collect the first \$50.00 of the disputed amount and any finance charges thereon from Plaintiff;
- D. Costs and attorneys fees; and
- E. Such other relief as the Court deems proper.

JURY DEMAND

The Plaintiff demands a jury trial.

Respectfully submitted,

LAURA HESS, ESQUIRE
HESS KENNEDY COMPANY CHARTERED
210 NORTH UNIVERSITY DRIVE
CORAL SPRINGS, FL 33071
TEL: 954-752-1950
FAX: 954-727-8722

BY: 
LAURA HESS FBN: 280940

Date: 04/24/2007

IN THE COUNTY COURT OF BROWARD COUNTY, FLORIDA

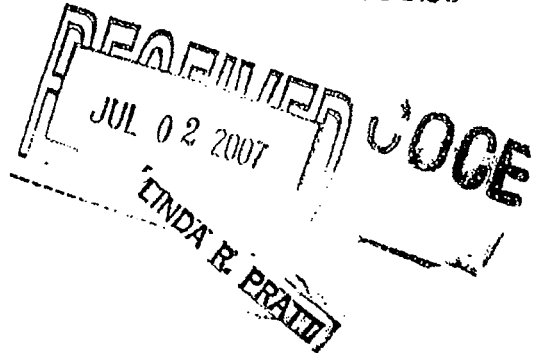
LINDA EWING,
Plaintiff,

CASE NO.:

07009020

v.

CHASE BANK, N.A., MANN BRACKEN,
LLC., and JOHN DOE,
Defendants.



COMPLAINT

LINDA EWING ("EWING"), complains as follows against CHASE BANK, N.A. ("CHASE"), MANN BRACKEN, LLC ("BRACKEN"), and JOHN DOE ("DOE"):

1. This is an action for actual damages and statutory damages greater than \$5000.00 but less than \$15,000.00, attorneys fees, and injunctive or other relief for violations of the Fair Credit Billing Act ("FCBA") (part of the Truth In Lending Act), 15 U.S.C. §1666, Regulation Z thereunder, and the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §1692.
2. This Court has jurisdiction over the action pursuant to 15 U.S.C. §1640(e), 15 U.S.C. § 1692k (d), Fla. Stat. §§48.193(1) (a),(b), & (2) and *Posner v. Essex Ins. Co., Ltd.*, 178 F.3d 1209 (11th Cir. 1999).
3. Defendant CHASE is a corporate creditor engaging in substantial and continuous activities within Broward County, Florida in its own name, and through its business agent Defendant BRACKEN.
4. Upon information and belief, Defendant DOE is a natural person employed by Defendant BRACKEN and is engaged in the business of collecting consumer debts and regularly collects consumer debts. Accordingly, he is a "debt collector" as defined in the

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FDCPA, 15 U.S.C. §1692a (6). Upon identification of the true identity of **DOE**, and with permission of this Court, Plaintiff will amend the Complaint adding **DOE** in his actual capacity.

5. Defendant **BRACKEN** is a Georgia Limited Liability Company and consumer collection agency and is engaged in the business of collecting consumer debts and regularly collects consumer debts. It is accordingly a "debt collector" as defined in the FDCPA, 15 U.S.C. §1692a (6). **BRACKEN** is vicariously liable for all conduct of Defendant **DOE**.

6. Plaintiff **EWING** is a natural person whose legal billing address is 210 North University Drive Coral Springs, Florida 33071, entered into an open-end credit transaction, namely a **CHASE** account with Defendant **CHASE** for personal, family, and household purposes.

7. At all times material hereto, Defendant **CHASE**, in the ordinary course of business, regularly extended open-end consumer credit, pursuant to a credit card account, on which Defendant **CHASE** assessed finance charges.

8. Beginning with the periodic statement with a closing date January 21, 2007, recent activity, finance charges, and daily periodic activity began appearing on Plaintiff's **CHASE** credit card account.

9. Plaintiff did not agree to those charges.

10. Within 60 days after transmission of the statement, Plaintiff sent a notice disputing the charges to Defendant **CHASE** at the address stated on the periodic statement.

11. Subsequent to the above notice being sent, but prior to 30 days after receiving notice, attorneys for the Plaintiff sent Defendant **CHASE** notice disputing the charges as well as requesting information relating to Defendant **CHASE** initial disclosure statements and compliance with Federal law governing banks and banking.

12. Defendant **CHASE** did not, within two complete billing cycles after receipt of the notice, either correct the error and transmit to Plaintiff, or Plaintiff's attorney, a notification of the corrections or investigate the error and send Plaintiff or Plaintiff's attorney a written explanation.

13. Despite its receipt of Plaintiff's billing error notice, and before meeting the requirements of 15 U.S.C. §1666 to either correct the error or investigate and send an explanation of the charges, Defendant **CHASE** made or threatened to make an adverse credit report regarding Plaintiff.

14. Despite its receipt of Plaintiff's billing error notice, and before meeting the requirements of 15 U.S.C. § 1666 to either correct the error or investigate and send an explanation for the charges, Defendant **CHASE** took action to collect the disputed amount by calling Plaintiff, sending Plaintiff notices, and contacting Plaintiff at work and at home demanding payment.

15. Despite its receipt of Plaintiff's billing error notice, and before meeting the requirements of 15 U.S.C. § 1666 to either correct the error or investigate and send an explanation for the charges, Defendant **CHASE** took action to collect the disputed amount by having its business agents Defendants **BRACKEN** and **DOE** call Plaintiff, sending Plaintiff notices, and contacting Plaintiff at work and at home demanding payment.

16. On numerous occasions, in connection with the collection of Plaintiff's **CHASE** account, without the prior consent of Plaintiff given directly to Defendant **DOE**, or Defendant **BRACKEN** or the express permission of a court of competent jurisdiction, Defendant **BRACKEN** and Defendant **DOE** has communicated with the Plaintiff at times or places that Defendants **BRACKEN** and **DOE** knew or should have known to be inconvenient to the

Plaintiff, including the Plaintiff's place of employment after the Plaintiff and Plaintiff's attorneys notified Defendants **BRACKEN** and **DOE** that calls at work were inconvenient, in violation of Section 805(a)(1) of the FDCPA , 15 U.S.C. § 1692c(a)(1).

17. On numerous occasions, in connection with the collection of Plaintiff's **CHASE** account, Defendants **BRACKEN** and **DOE** have communicated with third parties, including parents, children, and employers, for purposes other than acquiring location information about the Plaintiff, without having obtained directly the prior consent of the Plaintiff or the express permission of a court of competent jurisdiction, and when not reasonably necessary to effectuate a post judgment judicial remedy, in violation of Section 805(b) of the FDCPA, 15 U.S.C. § 1692c(b).

18. On numerous occasions, in connection with the collection of Plaintiff's **CHASE** account, Defendants **BRACKEN** and **DOE** engaged in conduct the natural consequence of which is to harass, oppress, or abuse the Plaintiff, in violation of Section 806 of the FDCPA, 15 U.S.C. §1692d, including but not limited to the following:

a) Defendant **DOE** has used obscene or profane language, or language the natural consequence of which is to abuse the Plaintiff, in violation of Section 806(2) of the FDCPA, 15 U.S.C. § 1692d(2); and

b) Defendant **DOE** has caused a telephone to ring, or has engaged the Plaintiff in telephone conversations, repeatedly, or continuously, with intent to annoy, abuse, or harass the person at the called numbers, in violation of Section 806(5) of the FDCPA, 15 U.S.C. §1692d(5).

c) Defendant **DOE** has communicated with the Plaintiff knowing that the Plaintiff is represented by an attorney in violation of 15 U.S.C. §1692c(a)(2).

19. On numerous occasions, in connection with the collection of the Plaintiff's CHASE account, Defendant DOE has used false, deceptive, or misleading representations or means, in violation of Section 807 of the FDCPA, 15 U.S.C. § 1692e, including but not limited to the following:

a) Defendant DOE has falsely represented to or implied that nonpayment of a debt will result in the arrest or imprisonment of the Plaintiff, or the seizure, garnishment, or attachments of a person's wages or property, when such an action is not lawful or when none of the Defendants has intended to take such action, in violation of Section 807(4) of the FDCPA, 15 U.S.C. §1692e(4); and

b) Defendant DOE has threatened to take an action that cannot legally be taken or that is not intended to be taken, in violation of Section 807(5) of the FDCPA, 15 U.S.C. §1692e(5).

20. On numerous occasions, in connection with the collection of the Plaintiff's CHASE account, Defendants BRACKEN and DOE have continued to contact Plaintiff after Plaintiff and Plaintiff's attorneys notified all Defendants in writing that the debt is disputed and prior to providing verification of the debt within the prescribed time, in violation of the FDCPA, 15 U.S.C. § 1692g(b).

WHEREFORE, Plaintiff respectfully requests that the Court grant the following relief against Defendant CHASE:

- (a) Actual damages;
- (b) Statutory damages in an amount of double the finance charge pursuant to 15 U.S.C. §1640(a)(2);
- (c) Pursuant to 15 U.S.C. §1666(e), a declaration that Defendant has forfeited any right to collect the first \$50.00 of the disputed amount and any finance charges thereon from Plaintiff;
- (d) Costs and attorneys fees; and
- (e) Such other relief as the Court deems proper.

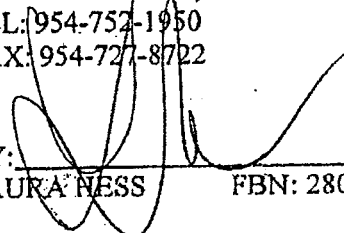
WHEREFORE, Plaintiff respectfully requests that the Court grant the following relief against Defendants **BRACKEN** and **DOE**, jointly and severally:

- (a) The maximum amount of statutory damages provided under 15 U.S.C. §1692k;
- (b) Attorneys fees, litigation expenses and costs pursuant to 15 U.S.C. §1692k; and
- (c) Such other relief as the Court deems proper.

JURY DEMAND

Plaintiff demands a trial by jury.

LAURA HESS, ESQUIRE
~~HESS KENNEDY COMPANY CHARTERED~~
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TEL: 954-752-1950
FAX: 954-727-8722

BY: 
LAURA HESS FBN: 280940

Date: 06/04/2007