



January 2, 2007

Hyde & Swigart
Attorneys At Law
411 Camino Del Rio South, Unit 301
San Diego, CA 92108
Attention: Robert L. Hyde, Esq.

Re: Vivian L. Ritzen
Loan Number: 100 322 13 1919 02

Dear Mr. Hyde:

I am writing to you concerning your recent correspondence sent on behalf of your client/our customer, Vivian L. Ritzen, and her above referenced account. Although I regret the circumstances that promoted this contact to us, I welcome the opportunity to be of assistance.

On November 17, 2000, Ms. Ritzen entered into a Simple Interest Finance Charge Agreement with Sterling BMW to finance a 2001 BMW 740 IL. The terms of her agreement were 60 monthly payments at \$1,071.75 each, with the first payment due December 17, 2000. This loan was assigned to Chase Manhattan Bank USA, N.A. ("Chase"). A copy of the contract has been enclosed for your review.

According to our records, Ms. Ritzen filed for bankruptcy on August 27, 2003. At that time, her auto loan was included in this process. When she later opted to reaffirm this debt with Chase, new terms were drafted and were filed with the bankruptcy courts on October 29, 2003. Those reaffirmation terms were based on an outstanding balance of \$34,517.23, with a 9.00% interest rate. She had a scheduled term of 39 monthly payments in the amount of \$858.96 each, with the first payment due November 15, 2003. A copy of the signed reaffirmation agreement has been enclosed for your records.

FOIPA, RTDCA

Chase has thoroughly reviewed Ms. Ritzen's account, and has concluded that a processing error made during her loan's reaffirmation had resulted in a balance miscalculation, thus making her account appear to have a higher balance.

Chase trains its representatives to thoroughly review any complaints received and route it to the appropriate area for immediate research and resolution. However, due to the reaffirmation, this loan no longer reflected as a bankrupt account and Ms. Ritzen's complaint was misidentified, which delayed the complaint being forwarded to me for special handling. Chase sincerely apologizes for any inconvenience this has caused your client. We are taking steps to ensure errors as such do not happen again.

Please be advised that with the corrections in place, Ms. Ritzen's account shows that she has paid a total of 34 of 39 payments outlined in the reaffirmation agreement. I have included a copy of the total payment history for your records.

Although Ms. Ritzen is responsible for additional interest, late fees and other costs due to late payments, Chase will agree to waive these amounts upon receipt of the remaining five (5) payments due, totalling \$4,294.80, in the interest of customer relations. Since the original maturity date of the agreement has passed, we do ask that your client make the payment as one, lump sum payment to be received by the bank on or before January 26, 2008.

We trust this resolves the matter to you and you Ms. Ritzen's satisfaction. Should you and your client agree to this resolution, please contact me directly at (602) 221-3835 for further remitting instructions.

Sincerely,

Andy Sulfsted @

Andy Sulfsted
Vice President

JPMorgan Chase Bank, N.A. • Chase Auto Finance • 900 Stewart Avenue, Garden City, NY 11530

Subject: Demand to Chase
From: "Dalen Saludes" <dmsaludes@gmail.com>
Date: Mon, 14 Jul 2008 14:13:34 -0700
To: "Vivian" <vivers@mindspring.com>

Dalen M. Saludes
Attorney at Law
1625 Irvine Ave #F
Costa Mesa, CA 92627
Fax (949) 646-6272
Cell (323) 791-1834

Monday, July 14, 2008

Chase Auto Finance Legal Dept:
Re: Vivian Ritzen, Act# 10032213191902

Nancy,

Enclosed for your review are the following:

1. Attorney records from liens filed in Orange County Courts on your behalf against my client
2. Copy of the "summary of new terms" dated 03 Oct 29
 - a. This document shows a new interest rate at 9%APR
 - b. In inaccurate principal amount of \$34,517.23
 - i. Principal balance (per loan summary sheet) should have been represented to the District Court at \$28,708.00.
3. Itemized accounting of all payments made by my client from the date a reaffirmation. This document shows that a total payment of \$29,719.99 tendered by my client, which Chase illegally applied \$17,939.99 toward interest during this period.
4. A letter that my client typed and intends to forward to the named recipients.
5. Finally, a harassment list my client also typed and requested that I send directly to you.

Please review these documents. It is our initial legal position that Chase is liable for: **negligence, misrepresentation, unfair and deceptive business, fraud, misrepresentation, and caused my client severe emotional distress.** We also intend to pursue relief in any manner applicable under Federal Truth in Lending Laws and California Consumer Protection Act. If this matter is not resolved in a timely manner, we intend to request **punitive damages and legal fees**, as applicable under California Law.

My client formally requests a settlement in the amount of \$30,000.00.

It is apparent and clear that on October 29, 2003 Chase Auto finance agreed to terms of the new agreement with the Bankruptcy court, see: **In and For the Central District of California—Santa Ana Reaffirmation Agreement.** The terms of this agreement contractually obligate Chase and my client to a simple interest loan calculated at 9% interest. As per this agreement, my client performed

consecutive payments at \$859.00 per month. However, Chase Auto finance misapplied all payments to interest. In three years, Chase applied over \$17,000 in interest and merely \$11,780 toward principal. This action is clearly in violation of the contract.

During this period, my client made several (over 70 phone calls) attempts to determine the cause for her inability to sell the vehicle for more than her miscalculated principal.

In addition, my client faced the humiliation of a wrongful repossession for amounts that she did not owe. Because of the miscalculated interest and principal, my client was forced to pay late charged, repossession charges, and borrow money from friends and family to rectify the situation caused by the negligent miscalculations. Chase Auto finance places blame on a system error or glitch. However, this is unacceptable.

In the event that this matter is not resolved, my client will seek all avenues available to expose this event to National Media Source, all consumer advocate resources, and file a complaint in the Orange County District Court.

On behalf of my client, I formally request that Chase Auto Finance review this manner and respond within (3) three business days.

Respectfully,
Dalen M. Saludes
Attorney at Law

HYDE & SWIGART, ATTORNEYS AT LAW

411 CAMINO DEL RIO SOUTH, SUITE 301, SAN DIEGO, CA 92108 OFFICE: (619) 233-7770 FAX: (619) 297-1022

12/10/2007

*Date wrong should be
12/29/07*

Chase Auto Finance
P.O. Box 78067
Phoenix, AZ 85062-8067

COPY

Chase Automotive Finance
900 Stewart Avenue, 5th Floor
Garden City, NY 11530

Chase Automotive Finance
Attention: Legal Department
900 Stewart Avenue, 5th Floor
Garden City, NY 11530

JPMorgan Chase Bank, N.A.
1111 Polaris Parkway
Columbus, OH 43240

To whom it concerns:

Our office represents Ms. Vivian Lynne Ritzen of 3419 Via Lido Newport Beach, California, with respect to debt(s) you claim she owes, your account #10032213191902. Please reference my December 7, 2007 letter for more information.

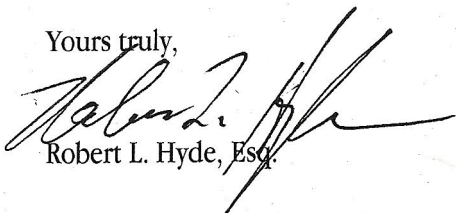
For some reason you continue to contact my client. This violates the Rosenthal Fair Debt Collection Practices Act, California Civil Code §§ 1788-1788.32 ("RFDCPA") and, perhaps, the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA"). Stop contacting my client.

You have also failed to send me the documents I requested on December 7, 2007, that is:

- (1) A complete, legible copy of any loan agreements you assert bind Ms. Ritzen in any manner with regard to account #10032213191902.
- (2) A complete, legible copy of and accounting and the payment history on this account.
- (3) If you claim Ms. Ritzen still owes money on this account, please advise this office what you claim is owed.

Ms. Ritzen has paid this account as agreed and your office has handled the account in about as poor a manner as anyone could. Now you risk a lawsuit, as well. Stop contacting my client.

Yours truly,


Robert L. Hyde, Esq.