

August 9, 2011

Kardonick Settlement Administrator
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Regarding *Kardonick et. al. v. JPMorgan Chase & Co. et al.*,
Case No. 10-cv-23235 (SD. Fla.)

I wish to keep the right to sue Chase on my own, and wish to exclude myself from the Settlement Class as it has been proposed in literature provided to me by Kardonick. I realize that if I exclude myself, I will not be eligible to recover any benefits as a result of this Settlement - as also stated in literature I have received from Kardonick.

As a non-member of the Settlement Class, but as a victim of Chase's actions, I respectfully wish to OBJECT to the terms of this Settlement.

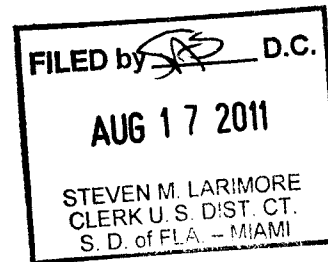
This case was brought as a class action alleging that Defendants engaged in breaches of contract, breaches of implied covenant, and violations of the unfair and deceptive acts and practices statutes of various states, among other matters, in connection with the marketing, selling, and administration of Payment Protection Products.

I believe that the egregious actions "alleged" against the Defendants in this case should have qualified for and been tried under Racketeering Statutes (RICO or other.) Further, I believe that the Settlement that has been offered me and the other prospective members of the class is an insult to the victims of Chase's reprehensible actions. In my opinion allowing Chase to "settle" for a pittance - with no admission of wrongdoing - is the same as allowing a serial thief off with a light tap on the back of his or her hand - allowing the crook to say "oops" to the victims without admitting to any wrongdoing. The size of the prospective class should spell FRAUD to any Court. This isn't a medicine that created side effects in a small percentage of users. Not a car that had faulty acceleration resulting in an accident. This is a major bank - subsidized heavily in the past few years by the taxpayers because of other bad business decisions they've made -who made the conscious decision to charge for services never or seldom rendered, to a VERY large number of its customers.

\$20MM is likely a very small portion of the revenue and profits realized by Chase as a result of their Payment Protection Plan operations. I don't see how this settlement fairly serves Chase's victims or is convincing enough to Chase to inhibit their repeating these actions with their next "Plan". Compared to the money Chase took in while selling this scheme, the settlement could be likened to a flea on an elephant's back. The stated "\$60./\$30 per member" payout scale is thousands of dollars less than this Plan purchaser paid into the Plan, and I doubt that I'm an exception among those Plan purchasers whom Chase also dishonored.

In my particular instance, I spent thousands of dollars in fees to be covered under Chase's Payment Protection Plan. When the economy began to falter I lost my source of income. I found it impossible to adequately make payments on time. I contacted Chase to request payment coverage under the plan and was told - and received written confirmation - that I didn't qualify under the "rules" of the plan. **(That said, Chase DID collect thousands of dollars in fee payments from me, so I believed I WAS qualified under the Plan to receive benefits as promised by Chase.** If I wasn't qualified what right did they have to collect money from me? And if I wasn't qualified I wasn't covered, so why don't they - at least - have an obligation to return the fees they charged me, plus interest? By refusing Plan payments their actions said that my payments to them did not purchase anything. **I fail to see how ANY Court could consider allowing Chase to collect for something they promised and sold but didn't deliver.** If the reason they ceased paying (if they ever did pay anyone) was because their claims were higher than expected because of a dwindling economy that is NOT reason enough. **Their only remedy should be to pay all purchasers back, in full, not to try to settle by offering their victims a sucker. They've been suckered enough already!!**

After being refused payment protection through the Chase Payment Protection Plan I signed up with the Consumer Credit Counselors of Cincinnati. They proposed a debt reduction payment plan to Chase and other creditors. Chase was one of the last to sign on but finally agreed to participate and was paid the agreed monthly amount by CCC. After several months I received a call from a woman who identified herself as an "attorney at Chase Bank". She was rude and obnoxious and told me that if I didn't pay off the balances on my cards they were going to sue. I told her that I didn't have the resources to pay the balances and was with CCC, who was currently making payments in an agreed payment plan. She informed me that she didn't have to honor that agreement. I was given 10 days to pay the balances on my cards or they'd "see me in Court". I scrambled to find someone who would loan me money to pay them - which I would pay back when I sold my house. In the interim I called Chase's legal department at their headquarters. I explained to a woman - who had assured me that she was a licensed Chase attorney - that Chase had



denied me payment under the promised Payment Plan, and that I was with a Debt Consolidation Plan that Chase had agreed to participate in. I asked why Chase was now harassing me to pay in full or be sued. That attorney said that it was not Chase's intent to take me to Court and that she didn't understand why anyone in their department would tell me that. She also told me that there was no such action scheduled against me.

I felt relieved. Less than two weeks later, however, Chase - through a debt collection law firm and in an attempt to intimidate me - had a County Sheriff's Deputy come to my front door to serve me with a Summons to Court. The suit was filed for Chase by Weltman Weinberg Attorneys - for whom I suspect the first "Chase Attorney" who called me threatening legal action - was an employee. They had either bought my account from Chase or Chase assigned it to them for collection. I could not afford the legal fees to fight the lawsuit. Judgement was found against me. I "negotiated" a monthly payment to Weltman Weinberg and over 6 or 8 months paid them a sizable "chunk" of the amount owed. When I sold my house I "settled" both accounts by paying a lump sum of about 70% of the *remaining* balance, and took the unpaid balance as Supplemental 1099 Income. Even though I cooperated and attempted all I could to do due diligence in paying off my debts my credit score will be ruined for 7 years. If I believed it was the thing to do I would have filed for bankruptcy. Perhaps I should have.

When I sold my house, I learned at closing that there was a lien on it. Chase / Weltman Weinberg had convinced the same Court who awarded the Judgement against me to file a lien on my home. I was not previously advised of the lien, nor was it mentioned in any Judgement documents. I had to pay to have an attorney contact Weltman Weinberg to get them to send me / my mortgager a letter that the suit was settled and lien was to be removed because of the payments I'd made.

I have recently been advised that the Court likely did not have jurisdiction to accept Chase/Weltman's suit against me, grant the Judgement, or to grant the filing of a lien.

Since I have excluded myself from the "Class" and retained my rights to sue Chase, perhaps you cannot consider my comments. But I just wanted to explain to you why I - personally - believe that while this Settlement may be very advantageous to the attorneys involved and to Chase, the Settlement is a miscarriage of justice for the victims of Chase's disingenuous Payment Protection Plan scheme.

Respectfully,



David C. Disher
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Last 4 digits of my SS# 2414