

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

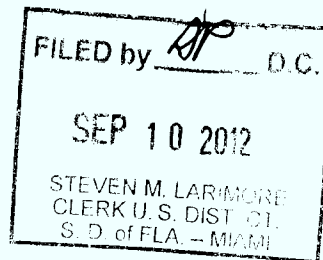
TREVOR GRANT  
PO BOX 2378  
conroe tex 77035  
pro se parties  
appellant

MIAMI DIVISION

CASE NO. <sup>23235</sup> 10\_ cv-2323/hoeveler

9 5 2012

DAVID KARDONICK. JOHN DAVID. AND  
MICHAEL CLEMINS. INDIVIDUALLY  
AND ON BEHALF OF ALL OTHERS  
SIMILARY SITUATED AND THE  
GENERAL PUBLIC.



PLAINTIFFS.

v.

JPMORGAN CHASE. & CO. AND CHASE  
BANK USA. N.A.

DEFENDANTS

.....  
objected to defendants. cross motion to strike or dismiss  
and this court shoud denie defendants. cross-motion to  
strike or dismiss . pleading filed by trevor grant  
and this cross motion is to denie

TREVOR GRANT  
po box 3278  
conroe tex 77305  
936 537 0883

dennis m. campbell  
campbell.law.firm.pll.c  
attorney for defendants  
95 merrick way .suite 514  
coral gables. florida 33134  
telephone. (305) 444.6040  
facsimile. (305) 444.6041

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

STEVEN M. LARIMORE  
CLERK OF COURT

APPEALS SECTION  
305-523-5080



TO: COUNSEL OF RECORD/APPELLANT

DATE: September 29, 2011

IN RE: District Court No: 10CV23235-WMH  
Style: KARDONICK, TREVOR GRANT V. JP MORGAN CHASE & CO. ET AL

**ORDERING AND DESIGNATION OF REPORTER'S TRANSCRIPTS [Pursuant to FRAP 10(b)]**

This will acknowledge the Notice of Appeal filed in the above case which has been transmitted to the Eleventh Circuit Court of Appeals in Atlanta, GA.

**WITHIN FOURTEEN (14) DAYS** from the date of the Notice of Appeal being filed, the appellant must complete the attached *Transcript Information Form (TIF)*, **REGARDLESS OF WHETHER TRANSCRIPTS ARE BEING ORDERED OR NOT**. The *TIF* must be completed and mailed to the District Court Clerk at 400 N. Miami Avenue, Room 8N09, Miami, FL 33128-7716, **ATTN: COURT REPORTER COORDINATOR**.

**COMPLETE THE SECTION REQUESTING TRANSCRIPTS ONLY WHEN REQUESTING TRANSCRIPTS OF HEARINGS WHICH TOOK PLACE IN THE DISTRICT COURT**. Arrangements for payment must be made with the court reporter within ten (10) days of the request.

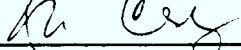
**Counsel appointed pursuant to the Criminal Justice Act must complete a CJA 24, Authorization and Voucher for Payment of Transcript**, attach it to this form and forward them to the **COURT REPORTER COORDINATOR** at the above mentioned address. These forms are available at the Intake Section of the Clerk's Office.

If opposing counsel wishes to file a supplemental designation of a transcript, **you must file a motion to supplement the record with the Court of Appeals in Atlanta**. If granted, a supplemental *TIF* must be prepared and forwarded to the court reporter. The District Court **cannot** file a late designation without an order from the Court of Appeals. The court reporter **cannot** accept any further designations for the purpose of appeal other than the appellant's original unless the Court of Appeals has granted permission.

The **CERTIFICATE OF READINESS OF THE RECORD ON APPEAL** will be transmitted upon the filing of the court reporter's transcript or upon notice that a transcript will NOT be ordered.

If you have any questions, please contact the Court Reporter Coordinator at 305-523-5635.

Sincerely,  
Steven M. Larimore, Clerk of Court

By:   
M. Cruz Deputy Clerk

**attachment**

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X 400 North Miami Avenue Room 8N09 Miami, FL 33128-7716 305-523-5100	299 E. Broward Boulevard Ft. Lauderdale, FL 33301 954-769-5400	701 Clematis Street West Palm Beach, FL 33401 561-803-3400	301 Simonton Street, Rm 130 Key West, FL 33040 305-296-4947	300 South 6 <sup>th</sup> Street Ft. Pierce, FL 34950 561-595-9691
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case nos.11.14538.aa 1.10-cv-23235.wmh

EXHIBIT IN CORECK

# AMERICAN BANKERS INSURANCE COMPANY

OF FLORIDA

11222 Quail Roost Drive, Miami, Florida 33157 (305) 253-2244

11.14538 aa 1.10.cv.23235.wmh

## SCHEDULE

PRIMARY INSURED DEBTOR	AGE	BIRTH-DATE MO DAY YR	ACCOUNT AND CERTIFICATE NUMBER	
TREVOR GRANT	42	06/ 1966	5222760060226707	B5694CB -0707

in coreck.	1946	MAXIMUM AMOUNT OF INSURANCE \$	25,000
FIRST BENEFICIARY (CREDITOR)		PREMIUM CHARGE PER \$100 PER MONTH	
JPMORGAN CHASE BANK N.A			

THE PREMIUM CHARGE FOR THIS INSURANCE IS BASED ON THE FOLLOWING METHOD

Daily Balance Daily Rate	Daily Balance Monthly Rate	Ending Billing Balance Monthly Rate
MAXIMUM PERIOD		MAXIMUM NUMBER OF MONTHLY BENEFITS
30 DAYS RETROACTIVE TO FIRST DAY OF UNEMPLOYMENT		<input type="checkbox"/> 6 MONTHS <input type="checkbox"/> 12 MONTHS <input type="checkbox"/> UNLIMITED

THE PRIMARY INSURED DEBTOR WILL BE THE PERSON WHOSE NAME APPEARS FIRST ON THE FILING STATEMENT

UNEMPLOYMENT COVERAGES ONLY COVER THE PRIMARY INSURED DEBTOR

FOR MORE DATA SEE SUMMARY PAGE

AF9996DQ 0499

billing and credit card practices. 15 u.s.c.ss 1601(A)  
12 c.f.r.226.1(B). TILA requires all solicitations for the  
extension of credit to clearly, conspicuously and in readily  
understood language disclose the terms of the commitment that  
the offeror is extending to the consumer. Congress delegated  
authority for the implementation of the Truth in Lending Act to  
the Federal Reserve Board. (BOARD.)  
15 u.s.c.s 1604. The Board promulgated Regulation Z, which is the  
Truth in Lending Act's implementing regulation 12 c.f.r.ss  
226 et seq.

#### ARGUMENT

I, Trevor Grant, is objecting to all decrees and judgments for  
defendants as filed. I am filing a motion for summary judgment and asking  
this court to dismiss or deny defendants' cross-motion to strike or  
dismiss this pleading, on page 9 of the pro order granting motion for final approval  
of settlement.

By settling this matter, defendants have agreed not to pursue  
their potential statute of limitations; and deceptive trade  
practices claims for consumer not to be certified  
(quoting Bennett, 737 F.2d at 986) and (the law is found in the  
Texas Insurance Code, Article 21.28.d.)

TO THE EXTENT THIS COURT MAY AS TO DENY AND DISMISSING DEFENDANT  
MOTION AND OBJECTING AND TO DEFENDANT CROSS-MOTION TO DENY THE  
MOTION, as a motion for summary judgment, Trevor Grant is asking  
this court to enter summary judgment. Compare Dkt. #451 at 11 (1  
asking this court for a full summary judgment by court;). With id  
at 13 (asking this court to grant Mr. Grant's prayer for relief,  
without regarding to the standard for summary judgment contained  
in Rule 56(C) of the Federal Rules of Civil Procedure..) if this  
court construes Trevor Grant's motion as a motion for summary  
judgment it should grant the motion to Trevor Grant and deny the  
motion by defendant. Under Rule 56, a party is entitled to  
summary judgment if the movant shows that there is no genuine  
dispute as to any material fact and the movant is entitled to the  
judgment as a matter of law. Fed. R. Civ. Pro. 56.(A) this pleading

OBJECTON TO DEFENDANTS JPMORGAN CHASE & CO & CHASE BANK USA.N.A.  
I TREVOR GRANT IS SUBMITING OBJECTON TO CHASE. CROSS\_MOTION TO STRIKE OR DISMISS (DKT.# 452) I TREVOR GRANT IS ASKING THIS COURT TO DENIE JPMORGAN CHASE .CROSS\_MOTION TO STRIKE OR DISMISS TREVOR GRANT.S REQUEAT FOR SUMMARY JUDGMENT (DKT.# 451).  
i WOS NOTIFIED BY ATLANTA CLERK OF COURT THAT THE INSURANCE COMPANY HAVE NOT BIN SUIT AND IN SO DOING THIS SUIT IS FILES AGANE JPMORGAN CHASE & CO AND THE AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA DOCUMENT 438 entered on flsd docket 12 29 2011 page 8 of 14 this article is mark by a x ware the creditor the creditor who holds this group master policy.and to whom the debt is owed .

trevor grant i am objecton to defendants attempted to assert new claims against chase. in this case i am asking this courts permission to proceed in forma pauperis) and for chase is the seller and agent of this policy and all reporting and by chase custmears servise when i reported for unemployment i report to chase to custmears servise and make chase a mager pardener in this case and possable wrong doing

this bill of right is a summary of your right and does not becomed a part of your or certificate.the texas department of insurance companies adopted the bill of rights and requires insurance companies to provide you with a copy when they issue you a policy or certificate

texas and federal law give you certain right regarding credit . life. credit disability also called credit accident and health) and involuntary unemployment insurance this bill of rights identifies your most important but it docs not include all your rights also there are some exceptions to the rights listed here. if your creditor.seller.agent. company. or adjuster tells you that one of these rights docs not apply to you.contact the aexas department of insurance.

terms available to him and avoid the uninformed use of credit. and to protect the consumer against inaccurate and unfair credit

prayer for relief  
.....

a. that the court determines that this

action under rule 23 of the federal rules of civil procedure.

b. that judgment be entered against jpmorgan chase & co. et al  
and chase bank usa.n a.

american bankers insurance company of florida

in this complaint, for injunctive relief, and for actual.

compensatory damages in an amount \$ 5,000,000.00 in damages

is and for one contract holder regardless of the number of

contracts aggregate limit and for \$ 5,000,000.00 and for court

cost and attorney fee plus tripple damage and to restore all

credit reporting agencies record

c. that judgment be entered imposing interest on damages...

litigation costs, and attorneys fees against jpmorgan chase

& CO. ET AL. AND CHASE BANK USA.N.A.

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA

d. for all other and further relief as this court may

deem necessary and appropriate.

A SUMMARY JUDGMENT BY THE COURT

.....

**AMERICAN BANKERS INSURANCE COMPANY  
OF FLORIDA**

11222 Quail Roost Drive, Miami, Florida 33157 (305) 253-2244

**CERTIFICATE OF INVOLUNTARY UNEMPLOYMENT INSURANCE**

**UNEMPLOYMENT ONLY COVERS YOU. IT IS NOT JOINT INSURANCE.**

**Disclosure of Guaranty Fund Non-Participation**

In the event we are unable to fulfill our contractual obligation under this policy, You are not protected by an insurance guaranty fund or other solvency protection arrangement.

**30 DAY RIGHT TO EXAMINE CERTIFICATE**

You have the right to examine Your certificate for 30 days. If You are not satisfied, You may return it to Us or Your Creditor for a full refund. When We or Your Creditor receive Your certificate:

1. any payments made for it will be refunded to You; and
2. it will be deemed void from the beginning.

**DEFINITIONS**

**"Benefit"** - the greater of 1) six percent (6%) of The Insured's outstanding balance due on the date of involuntary unemployment, or 2) the scheduled minimum monthly payment due on the account on the date of involuntary unemployment.

**"Business day"** - a day other than Saturday, Sunday or holiday recognized by the State of Texas.

**"Controlling stockholder"** - an individual who holds more than 50% of the voting stock of His company.

**"Disability"** - an injury or sickness which prevents The Insured from performing His or any occupation.

**"Effective Date"** - the date the Certificate is put in force. It is shown on the schedule attached to the Certificate.

**"First Beneficiary Creditor"** - The Creditor who will receive the benefits to pay off or reduce Your debt during a claim period.

**"In force"** - the Certificate is in effect; premiums are paid; and all conditions are met.

**"Involuntary Unemployment"** - the uncontrollable loss of Your employment from Your employer.

**"Labor dispute"** - a trade or labor union work stoppage for concessions from the employer which involves more than one person.

**"Lockout"** - the temporary closing of a place of business or firing of employees to discourage union activities or win concessions by the employer.

**"Maximum amount of insurance"** - the total amount of insurance We will pay as a benefit during any one claim period.

**"Maximum number of benefits"** - the total number of benefits We will pay during a claim period.

**"Primary Insured"** - also called "You" or "Your"

**"Retirement"** - withdrawal or removal from active employment due to conclusion of working career.

**"Seasonal employment"** - any occupation which is performed part of the year, every year. The performance of this occupation results in Your being unemployed around the same time each year. Seasonal employment also includes occupations which cannot be performed due to weather or seasonal conditions.

**"Self employed" or "Independent contractor"** - an individual who agrees to perform certain actions for another and is responsible only for the results, but, not subject to direction of the party hiring Him.

**"Strike"** - A work stoppage by the employees of an employer to force employers to concede to some demand.

**"The Creditor"** - the Creditor who holds the Group Master Policy; and to whom the debt is owed.

**"Temporary unemployment"** - unemployment designed to last six (6) consecutive months or less.

**"Voluntary forfeiture of salary"** - intentional surrendering of employment income.

**"We", "We'll", "Us" and "Our"** - American Bankers Insurance Company of Florida.

**"You" and "Your"** - the Primary Insured Debtor. The person whose name the account is issued in and named in the schedule who may be referred to as "He, "His" and "Him" - regardless of gender.

**INSURING AGREEMENTS**

In return for the payment of premiums, We will insure:

1. advances made by You to Your revolving account;



does satisfy these requirement. objection to defendants faile to demonstrated that there is no genuine dispute as to any material fact.

failor of defendants to honear this court 8 6.2012 ded line to my subpane of all credit card recoed and insurance policies from 1984 to 2011 for nun of thease wer ever bin surrender and under code ad9139cq-0499 is mark with a x this the creditor-the creditor who holds the group master policy.and to whom the debt is owed. and i have not recive any of policies so itrevor grant is asking this court for a full subpane from chase ans the american bankers insurance company of florida (SEE EX. AT 5-14 and all in role ment was done by chase customer service and all corespandant was don by chase and not the american bankers insurance.

pursection to 28 u.s.c.ss 1746. 1 declare under penalty of perjury that the foregoing is not true and correct.for defendants as perjury them self.

  
TREVOR GRANT

BY. TREVOR GRANT  
.....  
TREVOR GRANT  
PO BOX 3278  
conroe tex 77305  
ph.936 537 0883

certificate of service  
.....

i hereby certify that on this 5 day day of september 2012  
i send by us postal service the foregoing document with the  
clerk of court using us postal service i also certify that the  
foregoing document is being served this day on all counsel  
of record or pro se parties identified on this service list  
in the manner specified either via transmission of notices by  
us postal service and all counsel or parties who are authorized  
to receive by us postal service.

DENNIS M. CAMPBELL  
CAMPBELL LAW FIRM.PLLC  
ATTORNEY FOR DEFENDANTS  
95 merrick way.suite 514  
coral gables.florida 33134  
ph(305) 444-6040  
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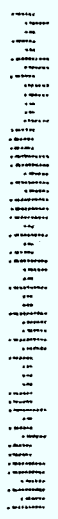
ROBERT D.WICK  
ANDREW SOUKUP  
COVINTON & BURLING LLP  
ATTORNEYS FOR DEFENDANTS  
1201 pennsylvania ave.n.w.  
washington,d,c.2224  
ph (202) 662-6000  
facsimile. (202) 778.5487

DAVID KARDONICK.JOHN DAVID.AND  
MICHAEL CLEMINS.individually and o  
on behalf of all others similarly  
situated and the general public.

jpmorgan chase &co.and chase  
bank usa.n.a.

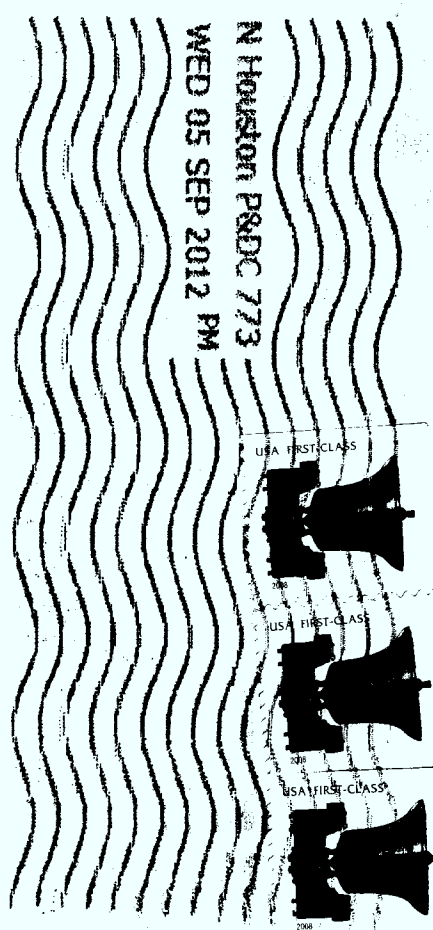
american bankers life assurance  
company american bankers insurance  
company of florida .11222 quall  
roost drive.miami.fl 33157-6596  
(305 ) 253.2244

TREVOR GRANT  
STEVEN MILLER  
CARLA VICTORIA DIAZ  
MARGARET E.WHEELER  
CLARKE HAMPE  
KATIE SIBLEY



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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
400 n miami avenue.miami.  
fl 33128-7716.



N Houston PSDC 773  
WED 05 SEP 2012 PM

USA FIRST CLASS



USA FIRST CLASS



USA FIRST CLASS



USMS IN