

EXHIBIT B

**Amendment to #5 and #6 of Original Complaint for Damages - General form
[RCP 1.110(b)] filed on July 12th, 2012.**

ABRAHAM INETIANBOR vs. CASH CALL, INC.

Case #: COCE 12-13932

Att: Hon. Judge Robert W. Lee

Introduction:

Your Honor,

This is an Amendment to #5 and #6 of Original Complaint for Damages - General form [RCP 1.110(b)] filed on July 12th, 2012 attached. Also attached are line of credit denial letters from both Regions Bank and Chase Bank.

Details:

#5. Plaintiff is entitled to relief from defendant under the above facts on the basis of Defendants:

A. DEFAMATION OF CHARACTER

In accordance to FL Statutes - Title XLVI Chapter 836, I am entitled to relief from the defendant on the basis of the five elements of defamation under the Florida law.

- (i) **Publication** – The defendant published misleading, negative and inconsistent account information on my personal credit report to credit bureaus like Equifax Information Services, LLC on the consumer loan Account #: 5179133 that was been legally paid in full.
- (ii) **Falsity** – The loan account information being published is completely false because my last payment on this loan was Dec. 2011, but the defendant is still reporting payments being made in all of 2012 including three late payments from Feb–April of 2012. The defendant also reported that my account was “Never Late” but “Charged off” and that my first date of default was Dec. 2011. This is also false because I made the payment for Dec. 2011 as evidenced in my ACH receipt from the defendant.
- (iii) **Actor must act with knowledge or reckless disregard as to the falsity on a matter concerning a public official, or at least negligently on a matter concerning a private person** – On Dec. 16th, 2011 after receiving notice of “upcoming payment” from the defendant, I contacted the defendant to clarify that the said account has been paid in full, but I was told by the defendant that negative information would be posted on my credit report if I don’t continue to make payments on the loan or give them a lump sum. After the false information has been published, I continued to be in contact with the defendant by phone, fax, mail and via certified mail on May 25th, 2012 to have the defamatory information corrected and restore my reputation to avoid any legal actions; all to no avail as evidenced

HOWARD C. FORMAN
A TRUE COPY
DEC 17 2012

in my credit report when the defendant reported a "ZERO balance/closed/charged off" in June 2012 and then soon turn around the very next month July 2012, reporting "open/current with a \$2491 balance owed and \$1282 past due".

- (iv) **Actual damages** - The report I printed out on July 8th, 2012 clearly shows my EXPERIAN CREDIT SCORE with NO late payments reported by Cash Call as 720 (Good) and my EQUIFAX SCORE with three late payments reported by Cash Call with 592. And that's a score DIFFERENCE of 128 point.
- (v) **Statement must be defamatory** - As seen on my credit report, I've never been late or defaulted on any of my credit accounts and in the Line of Credit (LOC) denial letters I received from both Regions Bank and Chase Bank, my applications for LOC and balance transfers were denied by a few potential lenders and they all including both banks listed above gave the said account published by the defendant as the only and (or) primary reason for the credit denial. This clearly shows how the defendant's actions shy away potential lenders because derogatory information published by the defendant negatively affected my credit score and puts me out of range for the required score bracket needed to obtain a much needed credit line from these lenders.

B. USURY

Florida usury law is outlined by Florida statutes Sections 687.01 through 687.148. Florida has a two-tiered system depending on whether the loan is less than or more than \$500,000.00. I was approved for \$2,600.00 and received \$2,525.00 via direct deposit less \$75 loan fee. I chose the \$298/month so I can pay off the loan by end of the year. By Dec. 2011, I have made a total payment of \$3252.65 on a \$2600 loan. So that's about 30% interest rate which is more than the 12% legal interest rate and the general usury limit of 18% maximum allowed on a consumer loan under \$500,000.00 by the state of Florida. The defendant clearly wanted 135% interest rate on the loan by asking me to make additional 24 months (\$8,000.00+) payment on the loan to be considered paid in full. When I refused they claimed to be doing me a favor (as stated in a letter: "due to Abraham Inetlanbor's good payment history") by asking for a onetime cash payment of \$2000.00 in addition to the payments I've already made to consider it paid in full. In accordance with the Florida statutes Section 687.02, I am clearly a victim of Usury by the defendant who is required to abide by the usury law if allowed to conduct business in the state of Florida.

C. VIOLATING THE FAIR CREDIT REPORTING ACT (FCRA)

In accordance to the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq. inaccurate and incorrect information on a consumer report must be deleted or corrected usually within 30 days of consumer dispute. As you can see from the certified mail receipt, I spent several months asking Cash Call to resolve this issue but to no avail. After disputing this account with all three credit bureaus with documents sent out multiple times; Equifax said being that credit bureaus clearly have no control over what's being reported by the creditors, they will need something from a Judge to correct the account because the account is still being reported as current by Cash Call despite all the dispute. My last payment on this loan was Dec. 2011, but the defendant is still reporting payments

being made in all of 2012 including three late payments. In Jan 2012, Cash Call reported an on-time payment to Equifax then three late payments were reported from Feb-April of 2012. From May-July of 2012, and even as recent as November 2012 Cash Call reported payments being made on time. I contacted the CEO of Experian and after reviewing my documents the company is looking into my dispute specifically unlike they would normally do because Cash Call reported Never Late/Charged Off to my Experian report, which according to them makes no sense. This is too much inconsistency in reporting just one account.

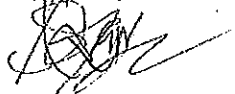
#6. The items of Damages to which Plaintiff is entitled to relief from defendant include:

- A. Defamation of character by reason of the defendant misrepresenting my credit worthiness and providing credit bureau like Equifax Information Services with misleading and inconsistent account information, which in turn shy away potential lenders and creditors like Regions Bank. For this I am seeking **\$5,000.00**, which is the minimum loan amount I would qualify for per lender if the defendant's actions didn't shy away potential lenders.
- B. The defendant violated Florida's Usury law as stated above and for this I am seeking **\$1455.30**, which is the total amount I paid in interest times two to the defendant Cash Call, Inc.
- C. I'm seeking **\$1,000.00** in damages for the unnecessary stress, pain and suffering I had to go through due to the unwillingness of the defendant to cooperate by doing what is right and avoiding unnecessary legal battle.
- D. The defendant violated my rights under the Fair Credit Reporting Act as evidenced by the inconsistent and inaccurate reporting of Account #: 5179133 on my personal credit report. And for this damage Your Honor, I'm seeking **\$1,500.00**.
- E. For court fees, Orange County Sheriff's fees, Express and Certified mailing fees including 10+ disputes to the credit bureaus, Attorney Consultation fees, and for all other miscellaneous expenses, I'm asking Your Honor and the court for **\$1,544.70**.

Conclusion:

Your Honor, As a result of the damages listed above, I am requesting a judgment against the defendant for total damages in the amount of **\$10,500.00** and any other and further relief as Your Honor and the court may deem proper including requesting the defendant to report **Account #: 5179133** as Never Late/Paid In Full to all the credit reporting agencies involved.

Respectfully Submitted,



Abraham Inetianbor

4271 NW 5th Street, # 247

Plantation FL 33317

(954) 616 8291 – Home (347) 515 1095 - Cell

IN THE COUNTY COURT IN AND FOR BROWARD
COUNTY, FLORIDA



CASE NO.: 12-139321

Robert W. Law
33

v. Plaintiff ABRAHAM INETIANBOR

Defendant CASH CALL, INC. %
REDDAM, J. PAUL (OWNER)

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant:

REDDAM, J. PAUL 1600 S. DOUGLASS ROAD, ANAHEIM, CA 92806
CASHCALL INC, %

Each defendant is required to serve written defenses to the complaint or petition on: (plaintiff or plaintiff's attorney) whose address is: 4271 NW 5TH ST, #247, PLANTATION, FL 33317

within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately after the service. If a defendant fails to do so, a default may be entered against that defendant for the relief demanded in the complaint or petition.

Dated JUL 12 2012.
HOWARD C. FORMAN

[Name of the Clerk]
As Clerk of the Court

By CARLETTE SHORT
A TRUE COPY
As Deputy Clerk COUNTY COURT SEAL

IN THE COUNTY COURT IN AND FOR BROWARD COUNTY, FLORIDA

ABRAHAM INETIANBOR, Plaintiff

CASE NO _____

12-13932

v. CASH CALL, INC, Defendant

% REDDAM, J. PAUL

Complaint for damages—General form [RCP 1.110(b)]

HOWARD G. FORMAN
A TRUE COPY

ABRAHAM INETIANBOR, Plaintiff, CASH CALL, INC, Defendant, and alleges: DEFAMATION
% REDDAM, J. PAUL

1. This is an action for damages in the amount of \$10,000 [specify jurisdictional amount].

2. Plaintiff resides at 4271 NW 5TH STREET, #247 [address], PLANTATION [city], BROWARD County, Florida.

3. Defendant resides at _____ [address], _____ [city], _____ County, Florida or Defendant is a Florida Corporation doing business at 1600 S. DOUGLASS ROAD [address], ANAHEIM [city], ORANGE County, CA 92806

4. On DEC 16, 11 [date], AND ON MAY 25TH, 2012, I CONTACTED THE DEFENDANT BY CERTIFIED MAIL TO HAVE THIS CASE RESOLVED; ALL TO NO AVAIL. THE DEFENDANT WANTS ME TO PAY 135% INTEREST RATE ON A LOAN THAT IS LEGALLY PAID OFF. IN MAY 2012 THEY REPORTED 120 DAYS PAST DUE, WITH \$2491 BAL, JUNE 21, 2012 REPORTS CHARGE OFF WITH \$0 BAL, \$0 PAST DUE AND JULY 2012 REPORTS CURRENT WITH \$1282 PAST DUE WITH \$2491 BALANCE. [set forth statement of facts on which claim for relief against defendant is based].

5. Plaintiff is entitled to relief from defendant under the above facts on the basis of

defendant's DEFAMATION OF CHARACTER

[negligence or breach of contract or other legal basis for relief], by reason of MISREPRESENTING WORTHINESS AND PROVIDING CREDIT BUREAU LIKE EQUIFAX INFORMATION SERVICES WITH MISLEADING AND INCONSISTENT ACCOUNT INFORMATION, WHICH INTURN SHY AWAY POTENTIAL LENDERS AND CREDITORS BECAUSE MY CREDIT SCORE WENT DOWN MORE THAN 120 POINTS.
[specify facts showing entitlement of plaintiff to relief from defendant].

6. The items of DAMAGES [injury or damage] to which plaintiff is entitled to relief from defendant include: ACCOUNT #: 5179133 [specify].

7. [If expressly provided for by statute or contract, add: Plaintiff has agreed to pay a reasonable attorney's fee and is entitled to recover attorney's fees in this action pursuant to Section _____ of the Florida Statutes or Paragraph _____ of the contract entered into between plaintiff and defendant].

As a result, plaintiff requests judgment against defendant for damages, \$10,500 [if applicable, add: attorney fees], costs of suit, and any other and further relief as the court may deem proper.

[If desired, add: Plaintiff, ^{ABRAHAM} INETIANBOR (name), demands a jury trial in the above-entitled action].

Dated July 12, 2012



[signature]

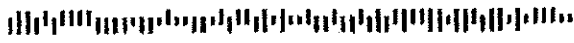
Print name: ABRAHAM INETIANBOR
Print address: 4271 NW 5TH STREET, #247, PLANTATION
Phone: (347) 515 1095 FL 33317



October 28, 2012

CHASE BANK USA, N.A
PO Box 15077
Wilmington DE 19886-5077

CA218
Reference Number
121027532382


 15704 AAL 001 001 30212 - NNNNNNNNNN
 ABRAHAM INETIANBOR
 4271 NW 5TH STREET
 #247
 PLANTATION FL 33317-2166

Dear ABRAHAM INETIANBOR:

Thank you for your interest in our CHASE FREEDOM Visa Platinum credit card. Your application was given thoughtful consideration by CHASE BANK USA, NA. After reviewing the information provided in your application and your credit report, we are unable to approve your request at this time. As a result, the balance transfer you requested on your application will not be processed. Our decision was based on the following specific reason(s):

- Your credit report reflects a judgments or a delinquent account(s)
- Time since delinquency is too recent or unknown
- Too many recent credit inquiries

In evaluating your application, the consumer reporting agency below provided us with information that in whole or in part influenced our decision. Please note that the reporting agency did not make the decision and is unable to provide the specific reasons for our decision. Details about your right to know the information in your credit report are provided at the end of this letter.

EQUIFAX
P O BOX 740241
ATLANTA GA 30374-0241
(800) 685-1111
[HTTP://WWW.EQUIFAX.COM/FCRA](http://www.equifax.com/fcra)

Information about your credit score

We also used your credit score in making our decision. Your credit score is a number that reflects information in your credit report, such as whether you pay your bills on time and how much you owe to creditors. As this information about you changes, your credit score also changes.

Scoring system name: FICO® Score

Source: Equifax

Date calculated: 10/27/2012

Your credit score: 622

Scores calculated using this source can range from a low of 300 to a high of 850 (higher scores are better)

15704 AAL 001 001 30212 - NNNNNNNNNNNN



If corrections are made to your credit report, we will be happy to evaluate another credit application for you in the future. At that time, we will conduct a new review of your application and credit report. Please contact us at the return address shown on the front page of this letter if you have any additional questions regarding the information in this letter.

Sincerely,

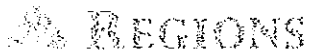
Lending Services

FAIR CREDIT REPORTING ACT NOTICE

Under the Fair Credit Reporting Act, you have the right to know the information contained in your credit file. You have the right to a free copy of your credit report from this agency if you request the report no later than 60 days after you receive this notice. If you find that any information contained in the report is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits from discriminating against credit applicants on this basis of race, color, religion, national origin, sex, marital status, age (provide that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.



CONSUMER LOAN DEPARTMENT
TELEBANKING CENTER / RCN - 5
P.O. BOX # 11007
BIRMINGHAM, AL 35288
(205)560-5656

July 2, 2012



00000593 01 MB 0.404 001
INETIANBOR, ABRAHAM
4271 5TH ST NW #247
PLANTATION FL 33317-2166

RE: Right to Request Specific Reasons for Credit Denial

Description of Action Taken:

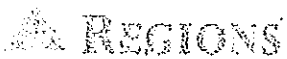
Thank you for your recent credit application. After carefully reviewing your application, we regret that we are unable to approve your application at this time. If you would like a Statement of Specific Reason(s) why your application was denied, please contact us at the address shown above within 60 days of the date of this letter.

Disclosure of Use of Information Obtained From an Outside Source:

As part of our credit evaluation process, we always request a consumer report from a consumer reporting agency. The agency that we used in processing your application was:

Equifax Information Services LLC
P.O. Box #740241
1550 Peachtree Street, Mail Drop H-13
Atlanta, GA 30374-0241
800-685-1111
www.equifax.com/fcra

The consumer reporting agency listed above did not make the credit decision, and cannot tell you the reason(s) we denied your credit request. If the reason(s) for our denial of your request are based on information contained in the consumer report we obtained, you have a right under the Fair Credit Reporting Act to know the information contained in your credit file and a right to a free copy of your report from the consumer reporting agency. You can obtain your free copy of your report by writing to the reporting agency within 60 days after receiving this denial notice. You also have a right to dispute the accuracy or completeness of the credit report directly with the reporting agency.



We also obtained your credit score from this consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your Credit Score: 606

Date credit score created: June 25, 2012

Scores range from a low of 300 to a high of 850

Key Factors that adversely affected your credit score:

**SERIOUS DELINQUENCY
DELINQUENCY DATE TOO RECENT (OR UNKNOWN)**

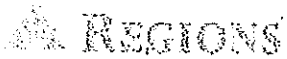
If you have any questions regarding your credit score, you should contact Equifax Information Services LLC at the address listed above. It has been our experience that persons who do not meet our requirements at one time may qualify later. If you have any additional information which might assist us in re-evaluating your credit worthiness, we would be happy to review your application.

Thank you for applying.

Regions Bank

Notice:

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Reserve Consumer Help Center at P.O. Box 1200 Minneapolis, MN 55480.



We also obtained your credit score from this consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your Credit Score: 606

Date credit score created: June 25, 2012

Scores range from a low of 300 to a high of 850

Key Factors that adversely affected your credit score:

**SERIOUS DELINQUENCY
DELINQUENCY DATE TOO RECENT (OR UNKNOWN)**

If you have any questions regarding your credit score, you should contact Equifax Information Services LLC at the address listed above. It has been our experience that persons who do not meet our requirements at one time may qualify later. If you have any additional information which might assist us in re-evaluating your credit worthiness, we would be happy to review your application.

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