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8 IN THE SUPERIOR COURT OF ARIZONA  
9 MARICOPA COUNTY

10 JPMorgan Chase Bank, N.A.,

Case No. CV2025-022780

11 Plaintiff,

12 vs.  
13 **COMPLAINT  
(Breach of Contract, Open Account, and  
Account Stated)**

14 RONN OWENS and  
J. Doe OWENS, as spouse,

15 Defendants.

16 **COMES NOW** Plaintiff, JPMorgan Chase Bank, N.A., as successor by merger to Chase Bank  
17 USA, N.A., by and through undersigned counsel and alleges as follows:

18 1. Upon information and belief, Defendants RONN OWENS and J. Doe OWENS, as  
19 spouse, are residents of MARICOPA County, Arizona, and reside within this Court's  
20 Jurisdiction.

21 2. Jurisdiction and venue are proper in this Court.

22 3. Plaintiff is a national bank organized under Federal Law and the owner of a JPMorgan  
23 Chase Bank, N.A. credit account currently ending XXXXXXXXXXXXXXX8711 ("Account") and  
24 is the real party in interest. Plaintiff is a successor to Chase Bank USA, N.A.

25 4. RONN OWENS opened an account with account number currently ending  
26 XXXXXXXXXXXXXXX8711. Defendant RONN OWENS promised to make payments for  
27 charges made on the Account.

28 5. RONN OWENS applied for and used or authorized the use of the Account for the  
acquisition of goods, services, balance transfers, or cash advances and thereby became

1 obligated to pay for the charges incurred on the Account. Throughout the existence of the  
2 Account, RONN OWENS received regular account statements. RONN OWENS failed to  
3 make the monthly payments when due. There is an account stated in the amount of  
4 \$51,861.07.

5 6. Plaintiff declared the Account to be in default and demands payment of the balance.

6 7. There are no currently unresolved disputes and the entire balance of \$51,861.07 is  
presently due and payable in full by the Defendants.

8 8. The amount currently owing is \$51,861.07, which reflects any applicable post charge-off  
9 payments, credits, and adjustments.

10 9. If any Defendant was or became married during the time extensions of credit were made  
11 on the Account, Plaintiff alleges that the debt on the account is both community and separate in  
12 nature. If the debt is a pre-marital debt, the non-debtor spouse is joined only as a necessary  
13 party pursuant to Arizona law.

14 10. Plaintiff does not seek post-charge off interest. Plaintiff has made all demands and  
15 performed all other acts necessary to mature said claim against RONN OWENS which RONN  
16 OWENS has failed to pay.

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**WHEREFORE**, Plaintiff prays for Judgment to be entered in favor of the Plaintiff and against the Defendants for breach of contract, and/or open account, and account stated, as follows:

- A. For the principal amount of \$51,861.07;
- B. For such other relief as the Court may deem just and proper.

Date: 06/25/2025

# The Moore Law Group, A Professional Corporation

*Joe Johnson*

James Hammond  
AZ 035612

*Attorney for Plaintiff*