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7 Attorneys for Plaintiff
Account #: 430811032

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9 IN THE SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

10 JPMorgan Chase Bank, N.A.,

11 Plaintiff,

12 vs.

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

15 Defendants.

Case No. CV2026-017935

**COMPLAINT
(Breach of Contract, Open Account, and
Account Stated)**

16 **COMES NOW** Plaintiff, JPMorgan Chase Bank, N.A., as successor by merger to Chase
17 Bank 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 spouse, are
19 residents of MARICOPA County, Arizona, and reside within this Court's jurisdiction.

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

21 3. Plaintiff is a national bank organized under Federal Law and the owner of a JPMorgan
22 Chase Bank, N.A. credit account currently ending XXXXXXXXXXXXX8711 ("Account") and
23 is the real party in interest. Plaintiff is a successor by merger to Chase Bank USA, N.A.

24 4. RONN OWENS opened an account with account number currently ending
25 XXXXXXXXXXXXX8711. Defendant RONN OWENS promised to make payments for charges made
26 on the Account.

27 5. RONN OWENS applied for and used or authorized the use of the Account for the acquisition
28 of goods, services, balance transfers, or cash advances in accordance with the card member agreement

1 (“Agreement”) governing use of the account with Plaintiff; and thereby became obligated to pay for
2 the charges incurred on the Account. Throughout the existence of the Account, Plaintiff provided or
3 made available to RONN OWENS regular monthly account statements that Defendant accepted and
4 retained without successful dispute or objection. RONN OWENS breached the Agreement by failing to
5 make periodic payments as required thereby and the account was subsequently charged-off. There is an
6 account stated in the amount of \$51,861.07.

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

8 7. There are no currently unresolved disputes in accordance with the card member agreement
9 governing this Account and the entire balance on the Account is presently due and payable in full by
10 the Defendants.

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

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

17 10. Plaintiff does not seek post-charge off interest. Plaintiff has made all demands and
18 performed all other acts necessary to mature said claim against RONN OWENS which RONN
19 OWENS has failed to pay.
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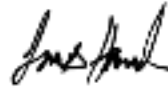
1 **WHEREFORE**, Plaintiff prays for Judgment to be entered in favor of the Plaintiff and
2 against the Defendants for breach of contract, and/or open account, and account stated, as
3 follows:

4 A. For the principal amount of \$51,861.07;

5 B. For such other relief as the Court may deem just and proper.

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7 **Date:** 04/22/2026

**The Moore Law Group,
A Professional Corporation**



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10 _____
11 James Hammond
12 AZ 035612

13 *Attorney for Plaintiff*
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