

FILED

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

ANDREW GREENWALD

15 Fox Glen Road
Moreland Hills, OH 44022

on behalf of himself and all others
similarly situated,

Plaintiffs,

vs.

AMTRUST FINANCIAL CORPORATION

AmTrust Bank Center
1801 East 9th Street
Cleveland, OH 44114

Defendant.

) CASE NO

) JI Judge: RICHARD J MCMONAGLE

) CV 09 681596

) **CLASS ACTION COMPLAINT**

) **(Jury Demand Endorsed Hereon)**

Now comes Plaintiff Andrew Greenwald, individually and on behalf of all others similarly situated, by and through counsel, and for his complaint alleges the following:

BACKGROUND

1. Defendant AmTrust Financial Corporation ("AmTrust") is a nationally recognized retail banking institution with branch offices throughout Ohio and its principal place of operation in Cleveland. AmTrust is among the top 15 home loan originators in the United States and serves consumers by offering *home equity lines of credit* ("HELOC(s)").

2. The HELOCs offered by AmTrust are a form of revolving credit, and the customer's home or secondary home serves as collateral and as the security interest for the line of credit.

3. As an "Important Term" of its HELOC account agreements, AmTrust charged its customers a \$50.00 *Annual Membership Fee* to maintain the account and its privileges.

4. Beginning in 2007, as a result of the "continued decline in home values throughout the country," AmTrust unilaterally **suspended** use of its customers' HELOC accounts, precluding further draws or advances on these accounts.

5. The suspensions were founded on AmTrust's contention that "the property pledged as security for the HELOC had experienced significant declines in property values."

6. AmTrust represented to its HELOC customers whose lines were suspended that it made its determination of customers' home values "from data and research from third party experts who are in the business of assessing home values in markets throughout the country," stating that its review of this data revealed that the area in which the customer's home was located was "experiencing a decline in market value."

7. AmTrust's assumptions about the decline in market value of any given home bore no reasonable relationship to any actual change in home value on an individual basis, because AmTrust failed to conduct appraisals of each customer's home.

8. In order to reinstate an existing account after suspension, AmTrust demanded that an individual appraisal be performed, at the customer's expense, in order to establish that the property value had not declined. Otherwise, the customer would continue to be deprived of the ability to use their HELOC.

9. Despite wrongfully suspending the privileges of its customers' HELOC accounts and precluding customers from enjoying the security and the available benefits of use of their equity lines, AmTrust continued to charge the *Annual Membership Fee* and failed to refund or pro-rate back these and other fees assessed to its customers to open and maintain their HELOC accounts, unjustly reaping the benefit of charges for the product and for services AmTrust suspended.

JURISDICTION AND VENUE

10. This Court has jurisdiction over all causes of action asserted herein, under the Ohio Constitution, Article IV § 4, because this case is a cause not given by statute to other trial courts.

11. This Court has jurisdiction over Defendant AmTrust because it is either a corporation organized under the laws of the State of Ohio, a foreign corporation authorized

to do business in Ohio and registered with the Ohio Secretary of State, or does sufficient business in, has sufficient minimum contacts with, or otherwise intentionally avails itself of the Ohio market, through the promotion, sale, marketing, and distribution of its products and services in Ohio, to render the exercise of jurisdiction by Ohio courts permissible under traditional notions of fair play and substantial justice.

12. Venue is proper in this Court because at all times relevant, Plaintiff resided and Defendant AmTrust was principally located in Cuyahoga County.

PARTIES

13. Plaintiff Andrew Greenwald ("Plaintiff") has been, at all relevant times, a resident of the City of Moreland Hills in Cuyahoga County, Ohio.

14. At all relevant times, Plaintiff maintained a HELOC account with AmTrust.

15. Defendant AmTrust ("Defendant"), formerly known as Ohio Savings Financial Corporation, is an Ohio corporation registered as AmTrust Financial Corporation, with its principal place of business located in Cuyahoga County at 1801 East 9th Street, Suite 200, Cleveland, Ohio 44114. Defendant boasts of maintaining nearly \$17 billion in assets, including over \$15 billion in loans and mortgage-bonded securities. At all relevant times, Defendant conducted business in Ohio and other states, specifically marketing and offering HELOC accounts to residents of Ohio, Florida, and Arizona.

PLAINTIFF'S FACTUAL ALLEGATIONS

16. Plaintiff entered into a HELOC account agreement with AmTrust on May 31, 2007, and was given an active account, number 03389734, for a credit line secured by his property at 15 Fox Glen Road in Moreland Hills, Ohio. A copy of the "Important Terms" of this agreement are attached hereto as *Exhibit 1* and incorporated herein.

17. Plaintiff was charged and subsequently paid an Annual Membership Fee of \$50.00. See Statement of Account, attached hereto as *Exhibit 2* and incorporated herein.

18. This annual fee was paid by Plaintiff to secure the availability of his HELOC account for an annual period from June 1, 2007 through May 31, 2008.

19. On April 30, 2008, AmTrust suspended Plaintiff's account so that he could no longer make draws or advances, depriving him of the use of his HELOC during the annual period of availability secured by Plaintiff's payment of the annual fee.

20. On May 1, 2008, AmTrust charged Plaintiff a second Annual Membership Fee to Plaintiff's account after only 11 months, even though the suspension remained in effect. See Second Statement of Account, attached hereto as *Exhibit 3* and incorporated herein.

21. Defendant's assessment of this annual fee, charged to Plaintiff's account after only 11 months, deprived Plaintiff of the benefit of his bargain for the full term under the HELOC agreement.

22. Plaintiff disputed this second charge to his suspended account but was denied a remedy by AmTrust.

23. At no relevant time did Plaintiff maintain any balance on his HELOC account, other than the annual fees that were billed to the account by AmTrust.

24. At all relevant times, Plaintiff was in full compliance with the terms of his HELOC account agreement, and at no time did any circumstance exist to warrant suspension or termination of his credit line, a refusal to extend credit on the line, or a reduction in Plaintiff's credit limit.

25. Plaintiff has requested from Defendant copies of all documents governing the relationship with Defendant as they relate to his HELOC account, but Defendant has failed to produce the same.

HELOC ACCOUNTS

26. Defendant marketed HELOC accounts to consumers, which would ostensibly allow home owners to tap into the equity of their residential property "whenever you want - for whatever you need." Defendant offered home owners the ability to borrow up to 80%

of their home value at an annual percentage rate of prime plus 0.0%. Defendant's offer was available on primary or second homes located in Ohio, Florida, and Arizona.

27. Defendant charged an Annual Membership Fee to HELOC account customers to maintain the credit line.

28. In order to open a HELOC account, AmTrust required applicants to submit financial information, and to obtain an independent appraisal of the value of their home and property.

29. Under Defendant's procedures and underwriting protocols, an "area of market" analysis would not be an acceptable means of value determination for the purposes of establishing a HELOC account.

30. Beginning in 2008, Defendant suspended draws or advances on HELOC account credit lines, depriving customers of the use of their accounts, based solely on its "area of market" analysis.

31. In order to reinstate their accounts, Defendant wrongfully required that Plaintiff and the Class obtain an appraisal at their own expense from one of Defendant's approved appraisers.

32. Despite suspension of Plaintiff's and the Class's HELOC accounts, Defendant continued to charge the Annual Membership Fee and failed to reimburse or provide a pro-rata credit for fees charged to HELOC customers that had their lines suspended.

CLASS ACTION ALLEGATIONS

33. Plaintiff brings this action on behalf of himself and all other persons similarly situated. The class which Plaintiff represents is composed of all AmTrust customers in the state of Ohio, who entered into a HELOC account agreement with AmTrust, were charged an Annual Membership Fee and/or other fees or costs to open and/or to maintain the HELOC account, and whose accounts were suspended from January 1, 2008 to the

present (the "Class"). Not included within the Class are counsel, Defendant(s) and their officers, directors, employees, agents and/or affiliates.

34. The Class is composed of an unknown number of persons geographically dispersed throughout Ohio, the joinder of whom in one action is impracticable. Accordingly, the disposition of their claims in a class action will provide substantial benefits to both the parties and the Court.

35. The Class maintains a sufficient community of interest because the rights of each Class member were violated in a similar fashion; that is, each member was subject to Defendant's uniform charge of an Annual Membership Fee to maintain a HELOC account that was then suspended during the year that the Fee was to have secured.

36. The victimized HELOC account customers constituting the Class can be identified in databases maintained by Defendant. More specifically, Defendant maintains databases that contain the following information: (1) the name of each HELOC account customer; (2) the address of each such individual; (3) the amount and date of assessment for the Annual Membership Fee charged to each customer; and (4) the date of the HELOC account was suspended. Thus, the Class members can be located and notified with specificity of the pendency of this action using techniques and a form of notice customarily used in class action litigation.

37. Plaintiff's claims are typical of the members of the Class as a whole because of the similarity, uniformity, and common purpose of the unlawful and inequitable conduct of Defendant.

38. Plaintiff will fairly and adequately protect the members of the Class and Plaintiff has retained competent counsel who are experienced in state and federal class action claims such as those asserted in this case.

39. A class action is superior to all other methods for the just, fair, and efficient adjudication of this controversy since joinder of all members is impracticable. Furthermore, the damages suffered by individual Class members is not sufficient to justify the enormous

cost associated with the prosecution of this type of litigation. The expense and burden posed by such individual litigation make it impossible for the Class members to individually redress the wrong done to them, nor would such an individual case be adequate to ensure that such practices cease to harm others. Further, there will be no difficulty in the management of this action as a class action.

40. Common questions of law and fact exist as to all members of the Class and these common issues predominate over any questions which go particularly to any individual member of the Class. Among such common questions of law and fact are the following:

a. Did Defendant breach its contract with HELOC account customers by charging them a fee for a loan account the Plaintiff and Class were then precluded from using;

b. Was Defendant unjustly enriched in keeping fees for services that were not provided due to suspension of the HELOC accounts;

c. Did Defendant's improperly suspend Plaintiff's and Class member's HELOC accounts based solely on an "area of market" analysis and absent facts warranting a refusal to extend credit under the HELOC account agreement;

d. Were Plaintiff and Class members wrongfully required to obtain an appraisal at their own cost, from one of Defendant's approved appraisers in order to reinstate their HELOC accounts;

e. Did Defendant charge Plaintiff and Class members an annual fee earlier than the 12 months as was contracted for under the HELOC agreement;

f. Did the Defendant act willfully, recklessly or negligently;

g. Did Defendant's acts, as alleged herein, violate Ohio statutes and/or general principles of equity and fair play; and

h. What amount of damages has the Class sustained as a result of Defendant's wrongful conduct, and what is the proper measure of such damages?

FIRST CAUSE OF ACTION

(Breach of Contract)

41. Plaintiff re-alleges the allegations in paragraphs 1 through 40 above, as if fully set forth and incorporated herein.

42. Defendant entered into contractual agreements with Plaintiff and members of the Class to establish HELOCs.

43. Plaintiff and members of the Class performed their contractual obligations by paying closing costs, annual fees and making the other payments required under these agreements.

44. Defendant materially breached its duties under these agreements by suspending Plaintiff's and Class members' HELOC accounts absent verifiable circumstances warranting a refusal to extend credit or a reduction in credit limits on an individualized basis.

45. Defendant materially breached its duties under these agreements with Plaintiff and Class members by charging an Annual Membership Fee to its customers for HELOC accounts that Defendant had unilaterally suspended, denying Plaintiff and the Class the privilege of use of their credit lines.

46. Defendants materially breached its duties under these agreements by providing Plaintiff and members of the Class use of the HELOC line for a period of less than the bargained for twelve months as paid for in their annual fee.

47. By reason of the foregoing, Plaintiff and members of the Class have been irreparably harmed and damaged, incurring economic loss, in an amount to be proved at trial.

SECOND CAUSE OF ACTION

(Unjust Enrichment)

48. Plaintiff re-alleges the allegations in paragraphs 1 through 47 above, as if fully set forth and incorporated herein.

49. Defendant owed and continues to owe a duty to the public, including Plaintiff and members of the Class, not to deceive them regarding the marketing of their products.

50. Defendant, through its deceptive practices described in this Complaint, induced many of its customers to enter into a HELOC account agreement, which required the payment of an Annual Membership Fee. Defendant then suspended these accounts, but continued to require customers to pay the annual fee, and failed to pro rate back to customers or credit their accounts for fees charged while the account was unilaterally suspended by Defendant.

51. Defendant, having breached its duty not to deceive Plaintiff and members of the Class as described in this Complaint, owe(d) a duty to Plaintiff and members of the Class to compensate them for the harm so caused, including reimbursement of the annual fees and other costs incurred by the class members.

52. Because Plaintiff has paid fees and other costs to Defendant, Plaintiff and members of the Class have conferred a benefit upon Defendant.

53. Defendant's retention of the benefits so conferred upon it by Plaintiff and members of the Class is unjust, inasmuch as Defendants caused the annual fees and other costs to be incurred through the use of fraudulent, and/or negligent, and/or the unlawful means as described in this Complaint.

54. In equity and good conscience, Defendant should be ordered to pay restitution to Plaintiff and members of the Class for such sums expended, and to be expended in the future, by the Plaintiff and members of the Class to cover the unjustified fees paid (or to be paid) as a result of Defendant's conduct.

55. Defendant should further be ordered to refund to those members of the Class who paid costs to secure a HELOC and who were deprived of the full use of the HELOC as contracted for with Defendant, as well as for all such costs and fees, including and appraisal costs to establish their home property values did not decrease in order to maintain their lines in order to satisfy Defendant's directive.

56. In equity and good conscience, Defendant should be ordered to pay restitution to Plaintiff and members of the Class to cover these unlawful and fraudulent costs and fees paid (or to be paid) as a result of Defendant's conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, the members of the Class, and the General Public, prays for judgment and relief against Defendant as follows:

- A. An order certifying that the action be maintained as a Class action under Ohio Civil Rule 23(B)(2) and/or (3);
- B. An order preliminarily and/or permanently enjoining defendants from pursuing the policies, acts and practices complained of herein;
- C. Actual and compensatory damages in an amount in excess of \$25,000 to be proven at trial, including any damages as may be provided for by statute;
- D. Reasonable attorneys' fees and costs of suit;
- E. Pre- and post-judgment interest;
- F. Such punitive damages as may be found just by this Court; and
- G. Such other and further relief as this Court may deem necessary, proper, and/or appropriate.

JURY DEMAND

Plaintiff hereby demands a trial by jury.

DATED: _____

LANDSKRONER • GRIECO • MADDEN, LLC



JACK LANDSKRONER (0059227)
TOM MERRIMAN (0040906)
DREW LEGANDO (0084209)
1360 West 9th Street, Ste. 200
Cleveland, OH 44113
(216) 522-9000
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jack@gmlegal.com

Counsel for Plaintiff

**HOME EQUITY CREDIT LINE
IMPORTANT TERMS
(PRIME + 0 – Promotional Rate)**

This disclosure contains important information about the **OHIO SAVINGS BANK**

(the "Bank")
Home Equity Credit Line (referred to as the "Account"). You should read it carefully and keep a copy for your records.

AVAILABILITY OF TERMS: All of the terms described below are subject to change. If these terms change (other than the ANNUAL PERCENTAGE RATE because of changes in the Index, described below) and you decide, as a result, not to enter into a Home Equity Account Description and Agreement (the "Account Agreement") with us, you are entitled to a refund of any fees you paid to us or anyone else in connection with your Home Equity Account application.

SECURITY INTEREST: We will take a mortgage on your home. You could lose your home if you do not meet the obligations in your Home Equity Account Agreement.

POSSIBLE ACTIONS: Under certain circumstances, we can (1) terminate your Account, require you to pay us the entire outstanding balance in one payment, and charge you certain fees; (2) refuse to make additional extensions of credit; (3) reduce your credit limit; and (4) as specified in the Account Agreement, implement certain changes in the Account.

Section 7 of our Account Agreement defines the events of default which allow the Bank to terminate your Home Equity Account and the Account Agreement and accelerate payment of your indebtedness. Section 8 of our Account Agreement describes the circumstances in which the Bank may limit further extensions of credit to you or reduce the credit limit for your Home Equity Account.

If you ask, we will give you a copy of our Account Agreement which has specific information concerning when we can take these actions.

PROGRAM: Home Equity line of credit with a credit limit in an amount between \$10,000 - \$250,000 and secured by an interest in property owned and occupied by you or your second home.

MINIMUM PAYMENT REQUIREMENTS: You can obtain an unlimited number of advances up to the available balance of credit for one (1) year, with the option to extend for up to fourteen (14) additional one (1) year periods subject to the Bank's consent, in its sole discretion, as to each extension. During the term (including any extensions), payments will be due monthly. Your minimum monthly payment will equal the greater of \$50.00 or the Finance Charges that have been billed to you and not previously paid, plus any special charges. The minimum payments will not repay the principal that is outstanding on your Account. You will be required to pay the entire unpaid principal balance in a single payment at maturity, unless you and the Bank reach a separate written agreement as to other repayment terms.

MINIMUM PAYMENT EXAMPLE: If you made only the minimum payments and took no other credit advances, it would take 15 year(s) to pay off a credit advance of \$10,000 at an ANNUAL PERCENTAGE RATE of 4.00%. During that period, you would make 179 payments of \$50.00, with a final payment of \$5,948.53.

LOAN NUMBER: 3389734

Home Equity Credit Line - Important Terms Prime + 0 - Promotional Rate
Ohio Savings Bank

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OSB-RTL-Promo Rate
82713MU



EXHIBIT
1

MINIMUM DRAW REQUIREMENT: There is a minimum draw requirement of \$200.00. If you obtain an advance at least \$5,000 at closing which is used to repay a debt or make a purchase, or if you obtain a first mortgage from us at the same time that you establish your Line of Credit, we will waive closing costs (not including taxes). If you do not satisfy these conditions, you will pay closing costs and you will not qualify for the initial promotional annual percentage rate (See "Variable Rate Example").

REFUNDABILITY OF FEES: If you decide not to enter into this plan within three days of receiving this disclosure and the Home Equity booklet, you are entitled to a refund of any fee you may have already paid.

FEES AND CHARGES: To open and maintain a Home Equity Account, you must pay the Bank an annual maintenance fee of \$50, which will be billed to your Account.

CLOSING COSTS: You must also pay closing costs of \$200 to \$500 (not including taxes) unless waived (See "Minimum Draw Requirements" above). In any event, you must pay any intangible tax, documentary stamp tax or other tax imposed in connection with filing your security instrument.

TAX DEDUCTIBILITY: You should consult a tax advisor regarding the deductibility of interest and charges for the Home Equity Account.

INSURANCE: You must carry insurance on the property which secures your Home Equity Account.

If your Home Equity Account is cancelled or terminated within three years after it is opened, you will pay a fee of \$ 350.00 .

VARIABLE RATE EXAMPLE: The Home Equity Account has a variable-rate feature. The ANNUAL PERCENTAGE RATE (corresponding to the periodic rate) and the minimum monthly payment will change as a result.

The ANNUAL PERCENTAGE RATE includes only interest and no other costs.

The ANNUAL PERCENTAGE RATE is based on an Index. The Index is the highest prime rate published in the Wall Street Journal Midwest Edition "Money Rates" Table as of the billing date each month. We use the Index to determine the Annual Percentage Rate that will apply to your Account. If your Account has an initial promotional rate, the initial Annual Percentage Rate is discounted and not based on the Index and Margin. The initial Annual Percentage Rate is available for the first three billing cycles after the Home Equity Account becomes effective. If you satisfy the requirements for an initial advance at closing.

Ask us about the current Index Value and the current ANNUAL PERCENTAGE RATE. After you open a Home Equity Account, rate information will be provided on periodic statements that we send to you.

RATE CHANGES: The ANNUAL PERCENTAGE RATE may change on any billing date for your Account and will be effective for the billing period in which the change occurs. The maximum ANNUAL PERCENTAGE RATE that can apply is 18%. Apart from the rate "cap", there is no limit on the amount by which the ANNUAL PERCENTAGE RATE can change during any period.

MAXIMUM RATE AND PAYMENT EXAMPLE: If you had an initial balance of \$10,000, the minimum monthly payment at the maximum ANNUAL PERCENTAGE RATE of 18% would be \$150. This ANNUAL PERCENTAGE RATE could be reached during the first month of the term.

HISTORICAL EXAMPLE: The following table shows how the ANNUAL PERCENTAGE RATE and the minimum monthly payments of interest only for a starting balance of \$10,000 would have changed based on the changes in the Index over the past 15 years (assumes an initial term of one (1) year and fourteen (14) additional one (1) year extensions). The Index values are as of the first day of July in each year. While only one payment amount per year is shown, actual payments would have varied during each year.

LOAN NUMBER: 3389734



The table assumes that no additional credit advances were taken, that only the minimum monthly payments were made, and that the ANNUAL PERCENTAGE RATE remained constant during each year. It does not necessarily indicate how the Index or your payments will change in the future.

Year	Index (%)	Margin* (%)	ANNUAL PERCENTAGE RATE (%)	Minimum Monthly Payment (\$)
1989	11.000	0.000	3.000 (L)	50.00
1990	10.000	0.000	10.000	83.33
1991	8.500	0.000	8.500	70.83
1992	6.500	0.000	6.500	54.17
1993	6.000	0.000	6.000	50.00
1994	7.250	0.000	7.250	60.42
1995	9.000	0.000	9.000	75.00
1996	8.250	0.000	8.250	68.75
1997	8.500	0.000	8.500	70.83
1998	8.500	0.000	8.500	70.83
1999	8.000	0.000	8.000	66.67
2000	9.500	0.000	9.500	79.17
2001	6.750	0.000	6.750	56.25
2002	4.750	0.000	4.750	50.00
2003	4.000	0.000	4.000	50.00 (P)

*This is a margin we have used recently; your margin may be different.

(L) This is a 3% promotional rate that we have used recently; your loan may have a different promotional rate.

(P) At the end of this year a balloon payment of \$9,713.33 would occur. You would be required to pay the entire balance in one payment.

ANDREW R GREENWALD (Borrower) (Date)

(Borrower) (Date)

(Borrower) (Date)

(Borrower) (Date)

LOAN NUMBER: 3389734

Home Equity Credit Line - Important Terms Prime + 0 - Promotional Rate
Ohio Savings Bank





AMTRUST BANK HOME EQUITY LINE

CUSTOMER SERVICE 1-888-696-4444
en Español 1-888-696-4443

Send Inquires to: AMTRUST BANK
P.O. BOX 69434
CLEVELAND OH 44101-6434
Attn: Home Equity Department

ACCOUNT SUMMARY

Account Number: 4188 0008 0001 4421
Credit Line: \$40,000.00
Available Credit: \$39,950.00
Days in Billing Cycle: 31
Billing Cycle Closing Date: 07/02/2007
Payment Due Date: 07/27/2007
Date to Avoid Late Charges: 08/11/2007
Minimum Payment Due: \$50.00
Previous Balance: \$0.00
Payments: \$0.00
Credits: \$0.00
Total Finance Charge: \$0.00
Cash Advances: \$0.00
Other Debits/Adjustments: \$50.00
New Balance: \$50.00

TRANSACTIONS

Transaction Date	Post Date	Reference Number	Charges, Payments and Credits Since Last Statement	Amount
05/31	06/05	24186004W2JWD0EG4	ANNUAL CHARGE FOR 06/07 THROUGH 05/08 an amount followed by a minus sign (-) is a credit or a credit balance unless otherwise indicated	50.00

Type of Balance	FINANCE CHARGE	Average Daily Balance	Annual Percentage Rate	Daily Periodic Rate
Cash Advances	\$0.00	\$0.00	8.25%	.02259%

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PO Box 94895
Cleveland, OH 44101-4895

1111 Chester Ave
Suite 200
Cleveland, OH 44114

HOME EQUITY STATEMENT

Visit our website at:
www.amtrust.com
Customer Service
1-888-696-4444
En Español
1-888-696-4443

ANDREW GREENWALD
15 FOX GLEN RD
MORELAND HILLS OH 44022-2308

Statement Date: 06/1/08
Account Number: 3389734
Property Address: 15 FOX GLEN RD
MORELAND HILLS OH 44022

Loan Summary	
Annual Percentage Rate	5.00 %
Daily Periodic Rate	01369 %
Credit Line Amount	\$40,000.00
Available Credit Line	\$39,950.00
New Balance**	\$50.00
Average Daily Balance	\$0.00
Previous Balance	\$50.00
Interest Paid Year-to-Date	\$0.00

**This is NOT the amount to payoff your loan

Payment Information	
Payment Due Date	6/26/08
Last Payment Date	8/6/2007
Days in Billing Cycle	31
Date to Avoid Late Charges	7/11/08
Billing Cycle Close Date	6/1/08
Minimum Payment Due	\$0.00
Past Due Amount	\$50.00
TOTAL AMOUNT DUE:	\$50.00

Activity Since Last Statement							
Tran Date	Description	Interest	Principal	Misc Fees	Unapplied Funds	Late Charge/ Other	Total Transaction
5/1/2008	Beginning Statement Balance	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$50.00
6/1/2008	Ending Statement Balance	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$50.00

Detail of Finance Charges						
Interest From Date	Interest To Date	Number of Days	Periodic Rate (DPR)	Principal	Finance Charge	

Important Messages
Need additional Line of Credit Checks? Contact us today at (888) 696-4444 and a Personal Banking Specialist will be happy to assist you.

Loan Number 3389734	Due Date 06/26/08	Minimum Payment Due \$0.00	Past Due Amounts \$50.00	Total Amount Due \$50.00	If Received After 07/11/08	Payment Due \$50.00
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Make check or money order payable to:
AMTRUST BANK
Attn: Cash Processing OH98-0819
PO BOX 94895
Cleveland, OH 44101



Check here if address and/or phone number changes have been indicated on reverse side

PLEASE DETACH AT PERFORATION AND RETURN BOTTOM PORTION WITH PAYMENT
Use enclosed envelope and make check payable to AmTrust Bank

TOTAL AMOUNT PAID \$

