

**Written Testimony of Orson Aguilar, Executive Director, The Greenlining Institute
CIT Group/OneWest Joint Public Meeting
Held by the Federal Reserve and the Office of the Comptroller of the Currency
February 26, 2014**

Greenlining is in strong opposition to the proposed OneWest/CIT merger. The story behind this merger reminds me of a Spanish Telenovela. Its hard to believe this is real.

CIT, a bank who failed to repay its bailout funds, now has enough money to buy a bank. Needless to say, the \$2 billion it received in TARP funds never did reach small businesses, let alone minority-owned small businesses. John Thain, the same guy who was spending millions of dollars to decorate his office at Merrill Lynch during the height of the housing crisis is now the guy in charge of CIT. This is the same John Thain who misled BofA about Merrill Lynch's position while he distributed \$3.5 billion in bonuses to top Merrill executives. All of this occurred while families were losing their homes, people were losing their jobs, and retirees witnessed their retirement savings dwindle.

On the other end we have OneWest bank, a bank that emerged from the ashes of the failed IndyMac bank. IndyMac, a notorious subprime lender, is the 2nd largest bank failure in American history. Our government sold IndyMac's assets to a group of billionaire investors for an estimated \$2.5 billion. Buying a failed bank is a risky bet but it definitely helps when the federal government agrees to cover billions of dollars in losses.

Let me tell you about OneWest, a bank the bank did little to serve people of color and low income communities.

- It is estimated that OneWest has foreclosed on approximately 35,000 families including veterans and widows.
- Despite being a Southern California based bank, the bank never set up a supplier diversity program and did nothing to promote people of color to executive positions.
- The bank did its best to cater to to super rich as evidenced by its branded OneWest Account, an account with a minimum \$50,000 balance.
- Despite having access to billions of dollars, the bank failed to open bank branches in true low-income areas. In fact, it closed branches.
- The bank did little to provide loans and contracts to the areas large minority owned businesses.
- The bank failed to develop a comprehensive program supplier diversity program despite repeated requests from Greenlining
- No ads in minority owned outlets.

**Statement of Sasha Werblin, Economic Equity Director, The Greenlining Institute
CIT Group/OneWest Joint Public Meeting
Held by the Federal Reserve and the Office of the Comptroller of the Currency
February 26, 2014**

I'd like to thank the Fed and OCC for giving the public a chance to weigh in on CIT's acquisition of OneWest Bank. I sit here in disbelief that this merger is pending.

Our nation is STILL recovering from the depths of an economic crisis. Families harmed by these banks are still ailing. And the Fed is supposed to keep our nation safe from creating financial firms big enough to threaten the financial system. [TBTF conveys an unfair, unintended competitive advantage upon large banks, since it defacto insures their liabilities at no cost. It's a Moral hazard.]¹

[The evidence shows that increased concentration in the banking industry has not benefitted bank customers. The economies of scaled that supposedly justify large bank mergers either do not materialize or are not passed on to customers. Bank mergers have an adverse effect on consumer deposits pricing. Evidence also suggests that the optimal size for a bank in terms of economies of scale, profitability and efficiency is between \$100 million and \$1 billion. Further, a Harvard study showed that instances of improved operating results after a merger were due primarily to higher repricing, not economies of scale, suggesting the use of increased market power to raise prices.]²

Approving this merger would once again remove the risk from investors and place it back onto the taxpayer, who has already spent over \$3 billion to save these companies.

This pending merger has no competitive merits, no public benefit, especially for California's majority population of color, and no CRA integrity.

Instead, it only runs the risk of less competitive options for consumers of color, and HUGE reputational risk for the regulators.

This pending merger is about a fast track to growth for a West side bank, not the public, and certainly not low-to-moderate income consumers or consumers of color. There are enough banks serving high wealth individuals, adding another serves no public benefit.

My testimony today will solely discuss the potential for public benefit, as one would think that a TOO BIG TO FAIL union at the least lead to a respectable community benefit commitment from these banks.

¹ Boyd, John H., Graham, Stanley L., Consolidation in U.S. Banking: Implications for Efficiency and Risk, Working Paper 572, Federal Reserve Bank of Minneapolis, Revised December 1996.

² Excerpt from Statement of William L. McQuillan, President, City National Bank, on behalf of the Independent Bankers Association of America, Delivered to the Judiciary Committee, House of Representatives, June 3, 1998.

In its current form, the combined banks' proposed benefits plan falls short.

1. (First) As it stands, the Bank's post merger plans do not provide a substantive public benefit. For example, a 2013 OCC CRA exam noted that- in the LA MD, OneWest's only full scope assessment area, home prices and poverty rates are above California's average-affordable housing and support for those in poverty were a top community need. Neither OneWest, nor CIT currently offer mortgage related products, and their plans to meet the home lending needs of it's largest service area is sparse.
2. (Second) Given the Bank's poor track record of meeting the communities financial needs, the bar-both in dollars and substance-is set too low. Compared to the merged banks peers, the community benefit commitment is literally a drop in the bucket, and will have no additional public benefit to communities.
3. (Third) The plan does not substantively address issues of foreclosure, or the billions of dollars in wealth stripped from communities by OneWest's predecessor, IndyMac.
4. (Forth) And finally, the plan has no commitment to diversifying its workforce, just one line that is rings basic EEO, non discrimination language. To date, the Bank has not been willing to share it's diversity data, nor commit to a Diversity & Inclusion plan for ethnic minorities.

For us to be satisfied with a new bank, we would like to see the following:

1. An overall higher ceiling, or dollar commitment.
2. A robust effort to serve minority owned businesses consistent with CIT's TARP promise.
3. A stop to foreclosures and a commitment to be a leader in advocating for surviving spouses and orphans at HUD.
4. And robust efforts related to diversity and inclusion.

So I'll conclude with this: both banks **can** do more. And they **must** for a true public benefit to communities.

Deep down, I want to believe, in good faith, that this marriage is right for California's communities of color. SO we will continue to walk on faith, and keep the lines of communication open with the bank, in hopes that we come to a shared understanding, and agreement.

Let me repeat clearly. We have tried, and will continue to try to work with the Bank. As many know, we are willing to work with banks and have a great track record of doing so with many banks in California.

Statement of Lee Birnbaum, Florida

Subj: Fwd: My statement
 Date: 2/15/2015 6:38:36 P.M. Pacific Standard Time
 From: indymaccomplaints@gmail.com
 To: NEONSUNSET@aol.com

----- Forwarded message -----

From: Lee Birnbaum <leeb1023@aol.com>
 Date: Sun, Feb 15, 2015 at 1:23 PM
 Subject: My statement
 To: af.community.development.info@aflah.org
 Cc: indymaccomplaints@gmail.com

The Federal Reserve Board,

I wish I could attend this meeting. I live in Florida, and will be working. But I wanted you to have my statement. If this sale, of OneWest bank - goes through, and all of the complaints - are lost, it would be a travesty.

I had a loan with IndyMac, which was then bought by One West. because of the way the loan was structured - after the 3rd year, the payment more than doubled. I asked for a refinance of my loan. They (OneWest - servicing the loan) put me in touch with their loan modification department. I didn't need a modification - I needed a refinance. But by putting me in the modification process - they were able to put me in default, and foreclose - to TAKE MY HOUSE!! In the modification process, they told me, I had to "not pay for 2 months to qualify." That put me into default! They told me not to worry, that this is what I had to do! My loan mod was for 3 months. I was told if I pay on time and followed all of the rules, I would get a modification. I was in the loan modification process for 10 months - paying on time. They then denied me the loan mod, - because they SAY they did not receive a fax from me of my paystubs (after 10 months of on time payments and giving them everything they asked for)!! Also - I sent that fax, so that - was blatantly NOT TRUE. That fax was sent. They foreclosed on me. They attempted to auction 2 times. There was dual tracking and foreclosure when in loan mod. I am a member of a group called Indymac complaints - a group of 450 people that THESE SAME THINGS happened to!

Thank you for reading this.

Sincerely,

Lee B.

Lee M. Birnbaum
 5124 RUE Vendome
 Lutz, Florida 33558

Statement of TOD LINDNER, California

Page 1 of 1

Subj: **RE: Florida man's statement is being read maybe on Feb. 26th**
Date: 2/20/2015 10:57:12 A.M. Pacific Standard Time
From: lindner@janecapital.com
To: NEONSUNSET@aol.com

Sent brief statement to Fed opposing merger. Indicated the two recinded mods previously approved by Indymac Call Center Reps located in India. My requests for docs evidenceing mods were never sent (claimed 60 day backlog). Then \$24 thousand I sent on forbearance waiting for 3rd mod (declined). Then shortsale which would have paid them 95% of principal (declined after 4 mos). Lost home of 22 years. Bank leased at more than my 6.8% loan payment, held for several years and sold at large profit. Our loan was \$680,000, current zillow estimate - \$1950,000! Couls have made mod payments and would still own home. Forced to declare bankruptcy and now aged 70.

From: NEONSUNSET@aol.com [NEONSUNSET@aol.com]
Sent: Thursday, February 19, 2015 5:15 PM
To: Tod Lindner
Subject: Florida man's statement is being read maybe on Feb. 26th

Tod:

If you prepare a statement to the Fed Reserve, by the 20th [Friday, tomorrow], we might get approval to have someone read it there. A guy in Florida filed a statement...and gave us approval to read it. Now we're waiting to see what the Federal Reserve says.

BE SURE TO FILE THE STATEMENT in opposition to sale of One West Bank.

Helen in Pleasanton

Friday, February 20, 2015 AOL: NEONSUNSET

STATEMENT of TIM DAVIS, VIRGINIA Page 1 of 2

Subj: **Fwd: Fwd: OCC Control Number: 2014-WE-Combination-139872**
Date: 2/15/2015 7:39:27 P.M. Pacific Daylight Time
From: indymaccomplaints@gmail.com
To: NEONSUNSET@aol.com

----- Forwarded message -----

From: **Tim Davis - Davis Lawn Tractor Repair** <tim@dctractor.com>
Date: Sat, Nov 8, 2014 at 12:30 PM
Subject: Fwd: Fwd: OCC Control Number: 2014-WE-Combination-139872
To: hope hall <indymaccomplaints@gmail.com>, "tc4gold@gmail.com" <tc4gold@gmail.com>

----- Original Message -----

Subject:Fwd: OCC Control Number: 2014-WE-Combination-139872
Date:Sat, 8 Nov 2014 15:28:26 -0500
From:newtd1@aol.com
To:tim@dctractor.com

-----Original Message-----

From: newtd1 <newtd1@aol.com>
To: David.Finnegan <David.Finnegan@occ.treas.gov>
Sent: Sat, Nov 8, 2014 5:59 am
Subject: OCC Control Number: 2014-WE-Combination-139872

Dear Mr. Finnegan:

I had previously written opposing the merger of IMB HoldCo LLC and CIT Group Inc. and received an acknowledgment of my comments from James A. Brady, Director for District Licensing and also a response from Justin Schiller, a Default Escalation Specialist for IndyMac Mortgage Services a division of Onewest Bank.

I would invite the OCC to take a closer look at the issues regarding my complaint and the response by Onewest's representative to get a clear first hand view of how this company conducts business and mistreats U.S. citizens.

In Mr. Schiller's response he states "We have reviewed our bankruptcy procedures and escrow account calculations and found no errors were committed in establishing an escrow account or determining the escrow shortage for required post-petition payments." It is possible that Mr. Schiller is saying that the illegal attempts to collect duplicative payments from the U.S. Trustee and honest hardworking American citizens wasn't an error but was actually intentional and a calculated company policy. That would be a determination for an oversight agency such as the OCC to make and should be a consideration in review of their merger application.

Mr. Schiller's response is typical of the responses our family has been getting from Onewest and Ocwen for the past four years. I would invite the OCC to look at this one case as a sample of professional corruption and make an intelligent decision as to whether this kind of behavior should be allowed to continue unchecked.

UNPRECEDENTED.....PRESS RELEASE
Release TUESDAY, February 24, 2015

Contact: R. Isaac, H. Kelly, T. Colebrook
Calif. (818) 426-9898; (925) 596-0452; (310) 420-0509

HISTORIC TURN: THE SELMA MARCH FOR HOMEOWNERS.....Federal Hearing on DEFIANT, UNPROSECUTED ONE WEST BANK [founded by Goldman Sachs associates]—BANK'S RACKETEERING UNVEILED PUBLICLY—CRIME VICTIMS TELL ALL, listing endless legal violations.

RARE PUBLIC HEARING BY FEDERAL RESERVE BANK FOR THOUSANDS OF ONE WEST BANK FRAUD VICTIMS; Input on whether proposed sale of One West Bank to CIT Group should be approved.

DATE: Thursday, February 26, 2015; 8:00 AM-4:00 PM

WHERE: Los Angeles Branch of the Federal Reserve Bank of SF, 950 So. Grand Ave. Los Angeles, CA

VICTIMS' MISSION: DEMAND THAT CEO OF ONE WEST BANK, (aka INDYMAC), BE JAILED....

Steven Mnuchin the former **Executive Vice President of Goldman Sachs** and **son of the Former CHAIRMAN of Goldman Sachs**—the destroyers of the world's economy with their phony derivatives. Did you know that this racketeer is on the Board of Directors of **SEARS Holding**, and his bank's activities are funded by **Mike Dell of Dell Computers**, **John Paulson who started the recession for personal greed**, and **George Soros, a convicted international financial felon [in charge of Rothschild finances]** ? If the U.S. Treasury, the Federal Reserve Board of Governors, the OTS, the DOJ, and the FDIC had done their jobs of **jailing these executives of the Goldman Sachs** derivatives fraud scheme and other frauds including forged documents, THEN thousands and thousands of homeowners with mortgages with One West Bank/IndyMac would NOT have lost their homes, would not have been tormented, would not have lost their marriages, would not have homeless and hungry children living in cars [25% in US are food deficient now].....

We demand that the Federal Reserve, other Regulators, the Prosecutors and the Politicians NOW do their jobs.

CHECKLIST TO STOP THE "TEFLON 'DONS' OF WALL STREET" & RESTORE "NATION OF LAWS!"

U.S. Attorney General Eric Holder ignored the thousands of complaints against One West Bank and the giant banners held in front of his face in San Francisco at the American Bar Association Annual Convention reading "HOLDER...JAIL ONE WEST BANK." The FBI that he supervises "lost over 1000 complaints against One West Bank including those with FBI Confirmation Numbers," and ignored personal visits to regional FBI offices by victims of the One West Bank crime spree.

[1] **Do NOT approve proposed sale of One West Bank**; stop the "**shell game**" between principals of One West Bank, Goldman Sachs, and CIT Group [which failed to pay back to the Federal Government its TARP funds & instead discharged the liabilities(\$\$\$ for U.S. road repairs, etc.) via Bankruptcy; now buying a bank?];

[2] **Appoint a Watergate type Commission** with truly Independent Prosecutors/Investigators.

[3] **Criminally prosecute. Jail One West Bank executives** for the multiple frauds that they designed [we have 3 whistleblowers that can confirm the "intentional" frauds, from the "inside."].

[4] In addition to jail terms, **demand a Reparation Fund of Billions** from One West Bank to be distributed to the defrauded homeowners and organizational/neighborhood victims, in the style of the BP Gulf Spill, the 9/11 Commission of NYC, the Bernie Madoff Ponzi scheme on Wall Street.

[5] **REVOKE the Bank Charter of One West Bank** due to refusal to obey laws over six years, etc.

STOP ONE WEST BANK'S CEASELESS CRIME WAVE! Stop this New Generation of Organized Crime.

Legal Precedents for Jailing Execs: Enron, Countrywide, Michael Milken's Junk Bonds,....

Homeowners are NOT financial deadbeats...we're victims of a sophisticated fraud/theft scheme that has subjected us to "Bait and Switch" wherein after 15 months we have been promised permanently modified mortgages but instead have had hundreds of thousands of foreclosure fees, trustee fees, processing fees, attorney fees, etc. levied onto our homes to inflate astronomically the balances....and then our homes are stolen in secretive foreclosures [with forged documents, no basis in law or contract, and designed perjury to the judges] simultaneously while we homeowners with families were earnestly negotiating permanent modifications.

This Crime Spree is now in the TRILLIONS OF DOLLARS??? **If you do not prosecute criminals, the crimes expand and spread rapidly like the EBOLA Virus.**

*Go to www.indymacomplaints.com to see over 450 victims in just one group. There are tens of thousands of victims of One West Bank and its Division IndyMac all across the country.

*Google: **Petition of 15,000** demanding this Public Hearing on One West Bank.

*Google: Calif. Reinvestment Coalition of **hundreds of groups** demanding this Public Hearing.

*Google: "**Complaints**" & Law suits against One West Bank and IndyMac, including Federal and State Consent Orders [look at lawsuits/settlements that were "sealed" by One West Bank]. Last **Friday's "unsealed" qui tam has long list of alleged shocking fraud/thefts by One West Bank Case No.: 9:12-CV-81138-RSR**

Statement of Helen Kelly, PO Box 237, Pleasanton, California 94566

Any one of YOU could be in our victims' shoes....no high priced attorney, no large checkbook balance, no professional stature prevents YOU from being a theft victim of One West Bank. When One West Bank chooses to continually violate the laws, nothing stops them. Our 450 member group of One West Bank victims have identified THREE whistleblowers who admitted that bank management designed inside One West Bank their multiple theft schemes. **None of these home foreclosures were by accident...they were designed INTENTIONALLY by One West Bank Management. And they received enormous bonuses for the illegal foreclosures!!!**

This warning to you is underscored by the fact that I am a former State Attorney General's Criminal Prosecutor and former Chief Counsel of the midwestern State's Banking Commissioner. Also for 10 years I served as Chief Counsel to a number of divisions of Dayton Hudson Corporation [now known as TARGET Stores]. If I can have my home almost stolen by One West Bank...YOU CAN TOO. [Proof...3 huge ring binders plus more boxes of Bank's criminal acts].

Today, 3 years into a HAMP that was obtained by my political pounding, One West Bank continues violating laws...no monthly statements for two years, continual collection calls to a former employer when I am current on the mortgage monthly payments, AND totally incorrect monthly statements now with entirely fictitious numbers....**LOOK AT WHAT I got yesterday...a Feb. 1 statement on the 26th ...with two monthly mortgage payments delinquent WHEN IN FACT I AM NOT!!!**

CHECKLIST TO STOP "TEFLON 'DONS' OF WALL STREET"- -RESTORE "NATION OF LAWS!"

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STATEMENT BEFORE THE FEDERAL RESERVE BOARD HEARING CONCERNING THE MERGER OF ONE WEST AND C.I.T BANKS, 2-26-15

Dear Hearing Members,

First, I would like to thank the Daily KOS for the signatures. I have sincere appreciation for the great response the Federal Reserve has had in having this historic hearing.

My name is George Buzzetti. For 45 years I have been involved in human and civil rights along with investigation into corruption, fraud and abuse especially by government agencies and how private organizations and persons use their wealth and power to influence decisions not in the favor of "The People."

In the U.S., until F.D.R. and the Congress, between 1933-36, implemented the first real "Banking Regulations", about every 10 years we had a major banking collapse. It has never been the fault of the depositors. My grandfather was caught up in one of them before the 1929 financial collapse.

Only Henry Morgan saved the whole country personally just after 1900 from another major collapse.

Since the 1933-36 banking regulations prevented banks from gambling with depositor's money, and the wild uncontrolled world of derivatives, we have not had a major potential collapse until Bill Clinton and Phil Graham passed the 1999-2000 "Banking Deregulation Acts.". Derivatives are now over 1,000% of the entire GDP of the planet. How can we allow this "National Security Situation" to continue to exist for the financial gain and power of a very select few who have absolutely no concern for governments or "Real People".

Corporations can live forever and are therefore not people.

This is a very internationally significant hearing for the financial, and therefore, Peace on the Planet.

Many are here today for the specific purpose of convincing you, who have the decision, to make that decision in the favor of "National Security and Financial Security" for all, not just the banks, their owners and managers to NOT APPROVE this merger.

Please do not allow this merger or any other mergers of large financial institutions. In fact, please set new rules that no financial institution can be larger than is able to fail and if so is broken up. Also, new regulations must be put into place to control the use of depositor's money for any risk purpose. This is to be absolutely not allowed, as this is prudent.



February 26, 2015

To: Suzanne Killian
Federal Reserve Board
Grovetta Gardineer
Office of the Comptroller of the Currency

RE: OneWest Bank & CIT Group Hearing Testimony

I am Michael Banner the CEO of the Los Angeles LDC, Inc. – a not for profit commercial finance company with a history of delivering over \$300 Million of loans and investment into LA's low income and distressed neighborhoods.

The proposed combination of two (2) failed institutions, OneWest Bank and CIT, requires your regulatory approval to create another Systemic Important Financial Institution (SIFI) by taking extraordinary actions. As a banking regulator, it is your role to protect and insure the public does not experience another failed regulatory oversight process that could replicate the continuing stress of the 2008 financial crisis – the OWB & CIT transaction before you today only exist because of the taxpayer bailout. To date only, Billionaire investors and bank management have benefited while the taxpayers and low income communities have been shortchanged.

Based on my 25 years of experience, Low Income and Communities of Color are now LIFO markets – The **Last** place capital is **Invested** and the **First** place capital becomes **Outbound (Last In, First Out = LIFO)** Recent academic research frequently uses the term **DESERTS**.

If you look at the distribution network or banking center locations of OWB - it is pretty clear that OWB does not have the capacity or demonstrated innovative solutions to serve low income neighborhoods. In my expert opinion, they are part of the problem and not active participants in offering new solutions to eliminating LA's CAPITAL DESERTS.

You should NOT allow this transaction to proceed **without** the following requirements:

1. A detailed and written 5 year community reinvestment plan that requires a moderate commitment of resources – in concert with the appropriate safety and soundness protections - that is 15%-20% of all of the combined entities CA deposits
2. Under this written commitment, the combined entities must open not less than 3 banking center that are located in, and serve the loan and deposit services needs of the low income populations in the service areas of the new banking centers

1200 Wilshire Blvd, Ste. 404 • Los Angeles, California 90017
General: (213) 362-9111 • Facsimile: (213) 362-9119

3. The combined entity will commit to originating \$500 Million of new CRA qualified lending and investments in the great LA/Long Beach MSA.
 - a. 60% of the \$500 Million must be used to fund small business and economic development lending and affordable housing - both single family and multi-family all in LMI census tracts.

4. The combined institution will report all its activity annually, in a detail manner that is consistent with City of Los Angeles Responsible Banking Ordinance (RBO), on its performance of meeting the requirements of the written CRA Plan

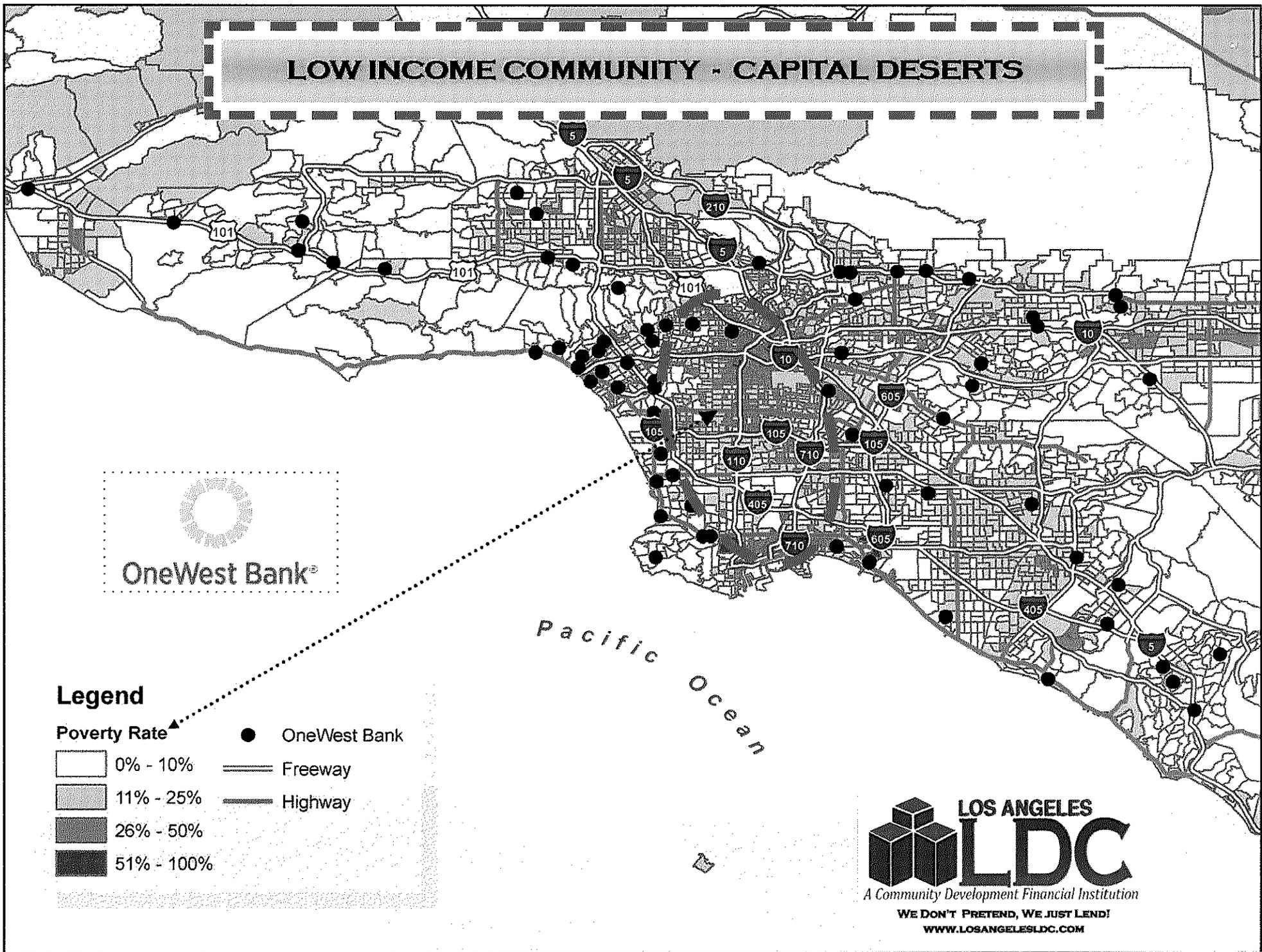
Sincerely,

A handwritten signature in cursive script that reads "Michael Banner".

Michael Banner
President and CEO

Attachments

LOW INCOME COMMUNITY - CAPITAL DESERTS

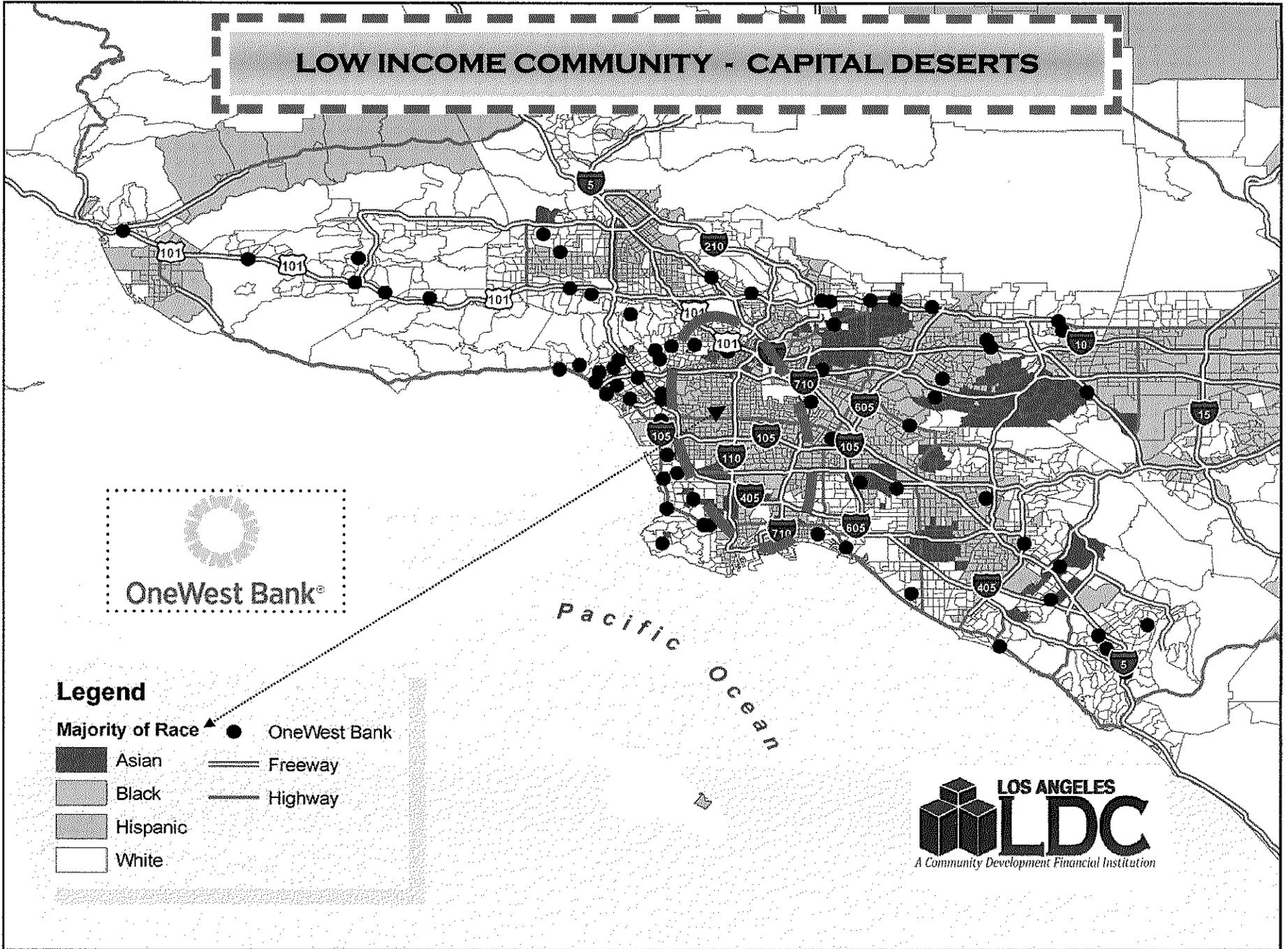


Legend

- | | |
|---|---|
| <p>Poverty Rate</p> <ul style="list-style-type: none"> 0% - 10% 11% - 25% 26% - 50% 51% - 100% | <ul style="list-style-type: none"> OneWest Bank Freeway Highway |
|---|---|

LOS ANGELES
LDC
A Community Development Financial Institution
WE DON'T PRETEND, WE JUST LEND!
WWW.LOSANGELESLDC.COM

LOW INCOME COMMUNITY - CAPITAL DESERTS



Legend

- | | |
|------------------|----------------|
| Majority of Race | ● OneWest Bank |
| ■ Asian | == Freeway |
| ■ Black | — Highway |
| ■ Hispanic | |
| □ White | |



Statement of Teena Colebrook, victim of One West Banks continuous violations;

I could write a book about the extent of it and speak all day and still not tell you the whole story but you will not allow us to do that.

I ask you a few simple questions:

Why do they spend thousands of dollars trying to defend against having to prove they even own the loans they say they do? It would be far less costly to just produce the note

Why do they often spend more than the home is worth to defend their fraudulent documents?

Why do they have to lie and commit perjury and fraud upon the court?

The amount they have spent defending their fraud could have paid off most of the loans that they have foreclosed on.

All I asked for in the first place was to put taken out of the monthly adjustable rate into a fixed rate loan, I wasn't asking for a principal reduction, I wasn't asking for a reduced interest rate but they refused. And WHY because they make more money by foreclosing and they are LYING when they say they don't

Because of all this I have researched and educated myself and discovered that it was all a fraud, there was no loan given, it was all smoke and mirrors and THERE WAS NO MONEY LENT AS THEY STATE

Yes, they monetized our signatures and continue to do so, I will not be defrauded any more.

The government and regulators have to stop aiding and abetting the fraud on the people and stop wasting tax payers dollars.

It is all about Power and Greed, let the truth be told.

STATEMENT OF TEENA COLEBROOK-RE: ONE WEST BANK SALE TO CIT GROUP

I AM A VICTIM OF ONE WEST BANKS CONTINUED VIOLATIONS OF THE 2011 CONSENT ORDER

I REPRESENT THOUSANDS OF VERIFIABLE VICTIMS ALL WITH MUCH THE SAME STORY AS MINE

I WAS TOLD IN JANUARY OF 2010 THAT I HAD TO BE 3 MONTHS BEHIND TO BE CONSIDERED FOR A LOAN MOD.

OWB SENT ME FORECLOSURE NOTICES WITHIN 30 DAYS OF FOLLOWING THEIR INSTRUCTIONS TO GET BEHIND

I SENT PAPERS IN MULTIPLE TIMES AND WAS THEN TOLD I HAD TO REAPPLY YET AGAIN WITH INDYMAC AS MY ACCOUNT WAS NOW BEING TRANSFERRED. THE PROCESS STARTS ALL OVER AGAIN

IN MAY OF 2010 I RECEIVE A CALL FROM MS. LEE GUZMAN WHO TELLS ME I AM "LEGIBLE" YES "VERY LEGIBLE" FOR THE HAMP PROGRAM BASED ON 2% INTEREST RATE. I AM TO SEND IN A NEW PAYMENT AMOUNT

HOWEVER THEY WON'T PUT ANYTHING IN WRITING AND WILL NOT RESCIND THE FORECLOSURE NOTICE

THEY LOSE TWO OF THOSE PAYMEMTS SENT VIA CERTIFIED MAIL

THEY THEN TELL ME IT WAS ALL A MISTAKE I WASN'T "LEGIBLE" AFTER ALL.

OVER THE NEXT 4 YEARS I WAS TURNED DOWN 5 MORE TIMES

THEY IGNORED MY NOTICES TO RESCIND THE MORTGAGE IN 2011 AND 2012

THEY REFFUSED MY OFFERS TO PAY IN 2013 INCLUDING ONE THAT WAS A FULL PRICE SALE OFFER BASED ON THE AMOUNT THAT WAS ON THE RECORDED NOTICE OF TRUSTEE SALE DATED NOVEMBER 18TH, 2013 AND PRESENTED IN PERSON BY THE BROKER TO THEIR PASADENA OFFICE

THEY HAVE ADDED THOUSANDS OF DOLLARS IN FEES WHICH THEY REFUSE TO ACCOUNT FOR

TO THIS DATE THEY POINT BLANK REFUSE TO GIVE ME A COMPLETE DETAILED AND VERIFIABLE ACCOUNTING OF THE ALLEGED DEBT THEY STATE I OWE - AN AMOUNT WHICH HAS GONE UP AND DOWN LIKE A YO YO OVER THE LAST TWO YEARS. (VARYING BY \$153, 760)

WHAT ARE THEY TRYING TO HIDE? IF A BANKING INSTITUTION CAN'T GET SIMPLE MATH CORRECT WHY DO THEY HAVE A BANK CHARTER

TO THIS DATE I CAN DOCUMENT WITH SPECIFICITY MULTIPLE VIOLATIONS OF THE 2011 CONSENT ORDER IN REGARD TO MY SITUATION ALONE.

IT SHOULD BE JAIL TIME NOT SALE TIME WITH YET ANOTHER HUGE BONUS FOR MR. MNUCHIN SO HE CAN CONTINUE TO LIVE THE LIFE OF LUXURY IN HIS 22,000 SQ FT \$30 MILLION DOLLAR BEL AIR MANSION WHILE CONTINUING TO STEAL EQUITY AND HOMES FROM ORDINARY FOLK LIKE ME AND THOUSANDS OF OTHERS

I APPEAL TO YOU TO HELP MITIGATE THE PEOPLE'S LOSSES INSTEAD OF INCREASING THE BANKS PROFITS. PLEASE STOP THIS SALE!

**OFFICIAL NOTICE TO THE INSPECTOR GENERAL FOR THE U.S. DEPARTMENT
OF JUSTICE**

950 Pennsylvania Ave, NW, Rm 4706, Washington DC 20530

September 11, 2013

This Complaint is written on September 11, 2013 in the Spirit of 9/11 where terrorists tried unsuccessfully to take over the U.S. Patriots stepped up and stopped the further proliferation of the damage. Patriots stepped up and rescued the victims. Patriots stopped the criminals.

This Complaint is acknowledging and documenting officially that the U.S. Department of Justice is not prosecuting those who need to be prosecuted in the largest crime spree in the history of the U.S.--- the fraudulently forced foreclosure sales of homes, making families and children unnecessarily and illegally homeless. Patriots are supposed to step up and stop the further proliferation of the damage. Patriots are supposed to step up and rescue the targeted victims. Patriots are supposed to stop the criminals.

We ask why One West Bank (formerly IndyMac Bank) is not being prosecuted for their executive team's well designed fraud, misrepresentation, outright lies, malfeasance, misfeasance, corruption and stealing of homes that they don't even own through foreclosure ?

Over 450 of us have followed all of the legal steps by contacting the following organizations before coming to you, with many of them receiving multiple and repetitive contacts: One West Bank, FDIC, Asst. DA Franklin Monsour Jr., CFPB, OTS, OCC, Federal Reserve, State Attorney Generals, Secret Service, Department of Homeland Security, FBI and the DOJ. Yet no one is prosecuting or following up on these complaints and we are not the only ones who are complaining. For example, there is a Case # Qui Tam 9:12-CV1138-RSR already filed but not a thing has been done in regard to investigating this further.

If Martha Stewart and Bernie Madoff were not too big to prosecute, why aren't YOU PROSECUTING John Paulson, Steven Mnuchin, Mike Dell and George Soros, of One West Bank plus the many others? What makes them above the laws? What makes them prosecution proof? These men are the "domestic terrorists" of September 11, 2013, pillaging the country in complete defiance of the laws. And what part of the Constitution and "equal under the law, nation of laws, justice for all" isn't understood by those in government whose salaries are paid for by the taxpayers who are getting shafted?

If we lie to the government, it is a felony; if the government lies to us it is just politics.

If we commit forgery and fraud, it is a felony; if the banks, government, or Congress commit forgery and fraud it is business as usual.

And you try to tell us the laws are equally applied! That is "pure fraud."-- pure fraud by the government, the very government that is supposed to protect the people that elected them.

You are not protecting the people, you are protecting Yourself, Corporations, Banks and Wall Street.

Your track record is abysmal and we expect and demand it to change, bring these criminals to justice.

So on this sacred September 11, we have no choice but to document officially that the U.S. Department of Justice is permitting domestic terrorists to take over our country, with no restraints on their criminal actions. These financial criminals started on Wall Street, jeopardizing the world's economy, and now with their unrestrained gluttony, they have been reaching out to steal homes with a criminal enterprise of planned fraud schemes (you will find already "convicted criminals" at some junctions in your investigation of this national crime spree--they have infiltrated several important police functions and incapacitated the police in a very sophisticated criminal program). One West Bank is doing this in complete defiance of the banking and mortgage laws (even the most basic Truth in Lending laws), and even in defiance of Consent Orders that were supervised by the Judiciary!

Do you really think that we do not see that the Justice System is failing us and that the President, politicians, press, banks etc. are in bed with each other trying to protect their own interests? Why does it take an Act of God and years of our lives to claim the justice we deserve and for real action to be taken? Why are people like us who have taken it upon ourselves to lead the charge for justice getting black balled? Why does the FBI refuse to respond to our personal visits, our phone calls and letters? If in fact the "side bar" settlements made outside of courts on lawsuits by investors against servicers and pseudo lenders is meant to stabilize the economy...well that is not happening! If the government agencies are denying us the proper due process, then this looks like a dictatorship (by the Gangster Bankers who want to rule the world). Our government agencies are meant to protect the general public--- not protect the corrupt entities--the criminals. Then TODAY, with your abdication of your job to prosecute, this America is not a free country as the founding fathers decreed, fought and worked so hard for. ***Remember it is supposed to be: Government by the people for the people, NOT government for themselves and big corporations and to hell with the rest.***

CEO Steven Mnuchin, John Paulson and George Soros (investors in One West Bank) had and still have very lucrative Wall Street relationships and manipulated the market to their advantage through Goldman Sachs where they conspired to blatantly lie and mislead investors causing them to lose fortunes while these racketeers increased their own already vast personal fortunes. They then decided to form One West Bank to pick up the dregs of the very bank they caused to fail (IndyMac bank) and more with guarantees through their political contributions. They have close political ties to U.S. Congressman Charles Schumer, your boss U.S. Attorney General Eric Holder, President Obama and the Super Pac fund which appears to be allowing them immunity from prosecution. **THESE ARE THE DOMESTIC TERRORISTS OF SEPTEMBER 11, 2013.**

Assistant US Attorney General in Florida, Franklin Monsour Jr was quoted as saying that the "shared loss agreement" by the FDIC was/is a bad deal for the homeowners and the taxpayers; however, these deals are permitted to continue to abuse American families all across the nation

while One West Bank (founded by the dynasty family of Goldman Sachs) breaks records with super profits! The FDIC which originated the transfer/assignment or sale of the assets of these failed banks to One West Bank is aiding and abetting a fraud cover up that is well publicized and documented. Furthermore, the FDIC is refusing to protect us "the victims," and is instead informing the banks of details of our complaints that help these "domestic financial terrorists" keep covering their fraud. We have personally caught the FDIC in lies to us. Our complaints to the Office of Thrift Supervision (no longer exists) and the CFPB and other relevant authorities go nowhere and the "buck" gets passed again and again and again with no action taken. The Independent Foreclosure Review conducted by the OCC and the Federal Reserve has NEVER asked us for additional documents and proof of the fraud scheme by One West Bank, as the Federal representatives promised to do in their letter to us. In fact, we can not initiate the introduction of that additional proof of criminal fraud and civil noncompliance because the "real" investigator is NOT Rust Consulting BUT INSTEAD Navigant Consulting whose contact information has "been redacted" from all internet postings by the Federal Government. We can NOT contact the "real investigator" and the "real investigator" has never contacted us homeowners. WE ASK WHY?

On this sacred day for our mourning nation, we are reporting this national scandal "officially" to the Inspector General of the U.S. Department of Justice about U.S. Attorney General Eric Holder's repeated refusals to perform a full and proper independent investigation of the unsound, fraudulent and illegal practices of One West Bank. Also Mr. Holder should be investigated for his involvement in eluding the facts that have been well documented in a Consent Order which One West Bank continues to violate with impunity. Additionally, we believe that U.S. Attorney General Holder is trying to run out the Statutes of Limitations on the crimes conducted by chief political contributors to President Obama's political campaigns, some of whom are extensively invested in One West Bank.

Our group of 450 people who have gathered at indymaccomplaints.com are just a drop in the ocean of the millions of people who have been and continue to be harmed by One West Bank. We do not want to hear any more that you accept in an investigation of the One West Bank criminal acts the repeated One West Bank response of "no comment." We demand to see a real, thorough, serious, prompt and public investigation for all of America to see and read. Furthermore, we request under the Freedom of Information act the real payments given out to One West Bank under the shared loss agreement: The REAL accounting books need to be made public--it is no longer sufficient for One West Bank and the FDIC to produce the fake, counterfeit books, documents, and records. The FDIC has hidden the real information, said they are confidential and has refused our requests under the FOIA to view this information. The FDIC releases only partial information which makes it appear as a cover up. Why is this information confidential/secret?

The only truth will be found in the "money trail," because up until now all we know is that they have forged and fabricated documents on assignments; One West Bank has committed mail fraud, money laundering and Tax fraud "which has stolen from all citizens---not just homeowners. We as citizens deserve to be protected against "backroom" abuse and fraud. **Who is hiding what from the public? Who and why are they being shielded? Who is covering up for these Gangster Bankers and more importantly WHY?**

"Why is it that 95% of the recovery gains in the last 5 years under President Obama's administration have GONE TO only 1 % of the population? Follow the money!"

And WHEN will the prosecutors in your office step in and stop the multiple violations of the financial laws by One West Bank? After the Statute of Limitations have expired? If so, that is a violation of your legal and ethical responsibilities, as professionals and employees paid by the taxpayers to prosecute. At a certain point, you too become part of this criminal syndicate, by enabling the crimes to continue....and then you should be prosecuted for a multitude of failures and lassitude.

This country was created to be a Nation of Laws. There are no laws, if they are not enforced by you, who are paid by us to enforce the laws against all terrorists...including the domestic financial terrorists at One West Bank.

We demand an immediate and thorough public investigation of One West Bank (and its then division IndyMac Mortgage Servicing) and all of the above mentioned individuals. No more of this cover up and protecting the cronies on Wall Street. We look forward to hearing from you within 10 days of receipt of this letter with a Case Number, the identification of a responsible Contact Investigator/Prosecutor, and a proper, timely follow through.

Honoring our September 11 Patriots,

Rebecca Isaac in California (indymaccomplaints@gmail.com) Founder

H. Kelly in California P.O. Box 237, Pleasanton, CA 94566 (neonsunset@aol.com)

T. Colebrook in California c/o 4217 W.142nd St, Hawthorne, CA 90250 tc4gold@gmail.com
(310-420-0508)

James Beekman in Florida 427 9th St, West Palm Beach, FL
33401 Northstreetcapital@yahoo.com
(561-835-8748)

T. Inden in California

A. Burdette in California

J. Dill in California

Lucy Curran in Florida

Deborah Berry in Florida

OPEN LETTER TO ONE WEST (ONE WORST) BANK, FSB AND CONGRESS

July 26, 2013

WE THE PEOPLE are writing to inform you that we will not tolerate One West/IndyMac's deceitful, immoral, illegal, criminal and fraudulent practices against all of the tax paying citizens of America.

WE THE PEOPLE are banding together to ensure that justice prevails.

WE THE PEOPLE will ensure that the truth about One West/IndyMac and their executives goes public.

WE THE PEOPLE do not and will not threaten or do anything illegal unlike ONE WEST BANK FSB; we declare that we will peacefully band together, share information, support each other in bringing the behemoth of One West/IndyMac down and exposing them for the fraud and crimes they have committed and continue to do despite Court Orders and Court supervised Settlements of lawsuits [so One West even defies the Judiciary].

WE THE PEOPLE ask that each and every one of our voices be heard and our individual stories be heard, be read and be made public. We respectfully demand that One West answers us in a National public forum.

WE THE PEOPLE are standing up against the biggest crime spree in American history, and we will not back down; we will peacefully and respectfully fight for our constitutional right to justice and a trial by jury as afforded to us under the 7th amendment of the United States Constitution.

WE THE PEOPLE will no longer stand back and let One West steal our properties, our dreams, our rights and our lives; we will not let you wear us down; you have ruined thousands of lives already; we will not let you ruin ours.

You have led us down the garden path, promising reviews for loan modifications when you had no intention of giving them because it is with foreclosure that you reap the HUGE financial benefits of the sweetheart deals you made with the FDIC.

You have "dual tracked" (a whitewashing word to disguise pure criminal fraud of talking out of both sides of your mouth at the same time) to foreclosure with impunity.

You state you are not subject to the laws that apply to your industry, like FDCPA, FCPA, and RESPA etc.

You send out unsigned, unnamed letters with hidden employees to avoid personal liability for what you write.

You repetitively lose our paperwork intentionally trying to wear us down and make us give up.

You do not account for payments, do not send receipts for payments, and do not provide mortgage coupon payment books so customers can have all of the mortgage terms, month by month....it is a designed system encouraging people NOT to make payments by forgetting or getting confused, and setting the course for foreclosure.

You add on fees when you feel like it and refuse to fully account for them as your goal is to have the biggest phony debt owed by the homeowner when you force a foreclosure because the Federal Government's FDIC will pay 85% on the biggest balance owed [which means that ALL taxpayers will pay you on the phony, inflated balances after foreclosure sales].

You try to intimidate and harass the borrowers by perpetual lies on the phones and in writing, as well as sending multiple, hired stalkers to hover around homes to spy on the homeowners and terrify them as potential burglars while the stalkers take pictures and other actions intended to terrorize homeowners.

You Refuse to allow us to view our original notes.

You act with Misfeasance (to take inappropriate action or give *intentionally* incorrect advice over and over again).

You act with Malfeasance (which is hostile, aggressive action taken to injure the client's interests).

You appear to feel you are above the law as you repeatedly violate the same laws over and over again and refuse to correct your practices, even when the Judiciary has told you what to do (and you do NOT) in Consent Orders, etc.

The list is endless and we could provide thousands of pages with hard, concrete proof of the criminal enterprise of One West Bank/IndyMac.

MR. OTTING, MR. MUNCHIN, MR. SOROS, MR. PAULSON, MR. MICHAEL DELL AND EVERY EMPLOYEE WITH ONE WEST BANK FSB. DON'T UNDERESTIMATE US OR THE POWER OF SOCIAL MEDIA! WE INTEND TO MAKE YOU PAY FOR YOUR CRIMES AGAINST THE PEOPLE!

SPEAKING TO THE PROSECUTORS, THE CONGRESS, THE JUDICIARY, THE PRESIDENT OF THE UNITED STATES AND THE FREE PRESS:

WE THE PEOPLE, WE WILL CONTINUE TO SPEAK UNTIL MAJOR CHANGES HAPPEN THAT PROTECT US FROM THE BANKSTERS, WALL STREET FAT CATS AND CORRUPTION IN BOTH THE POLITICAL AND CORPORATE WORLD. WE DEMAND TO BE HEARD; WE ARE NOT SHEOPLE, WE WILL NOT BE LED BLINDLY LIKE LAMBS TO THE SLAUGHTER.

WE THE PEOPLE respectfully demand that the President, Congress, the justice system, the press and all our elected leaders stop harboring, aiding and abetting the illegal, immoral, underhanded, deceitful and what we believe are illegal activities by One West/IndyMac. We respectfully demand that a full PUBLIC inquiry including but not limited to a full independent auditing and inspection of emails, documents, bank acquisitions and borrower's files be thoroughly undertaken.

You were elected to serve the people not the elite and the banking cartels. We the People respectfully demand that you stop looking after yourselves first and do the job you were elected to do and that is to serve the public that elected you. Self-service is no service, feathering your own nests and retirement is not what you were elected to do and it is immoral and unethical to reap the benefits of your position while ignoring the needs of your constituents. Serving the people of this once great country is a privilege not a right for life with a cushy pension and benefits at the end of your term.

Right now the Bankers are common Thieves with Keys to the vault and you are allowing it by failing to prosecute.

"President Obama you so proudly stated in July 2013 that 'We are a Nation of Laws,' but that is NOT TRUE---It is a LIE if YOU Mr. President do not prosecute all those who break the laws regardless of their position, you instructed your US Attorney General Eric Holder NOT to prosecute the banks for violating the laws. Thanks to

YOU Mr. President, WE THE PEOPLE DO NOT BELIEVE THIS IS A NATION OF LAWS ANY LONGER...IF THEY ARE ONLY ENFORCED SELECTIVELY AND NOT AGAINST THOSE WHO LINE YOUR POCKETS AND SUPPORT YOUR CAUSES AND RE ELECTION.

President Obama YOU also said in July that in the remaining 1000 days that you are in office, **YOU WILL DO EVERYTHING that you can do to help the Middle Class recover.** To help the Middle Class, **YOU MUST** prosecute and throw in jail the financial industry's executives who have been pillaging the Middle Class through elaborate fraud schemes that YOU Mr. President have permitted to operate unchecked during both your terms. On YOUR watch, the biggest crime spree in America's history has been conducted against the Middle Class with thefts of homes through pure lies and fraudulent documents. **WE DEMAND JUSTICE.**

Mr. President, you can EITHER be a VILLIAN (Liar) OR a HERO and prosecute the Banksters and support a Nation of Laws, and help the Middle Class that was destroyed on your watch. **YOUR CHOICE MR. PRESIDENT. VILLIAN OR HERO!**

WE THE PEOPLE are holding you accountable for your own words, no more lip service only real action.

The governing entities appear to say, we will not help Americans avoid foreclosure. We will not help to delay or stop foreclosure. Instead, we will work with the banks to throw American families into the street so that we can sell their home for pennies on the dollar to investors. How many hundreds of millions of taxpayer dollars could be spent on roads or health care but instead its diverted into foreclosure courtrooms...and the end buyer of most foreclosed homes are hedge funds, banks and foreign trusts...that's who's profiting from this housing crisis.

WE THE PEOPLE NEED REAL REPRESENTATION FOR THE PEOPLE AND NOT FOR THE BANKS

WE THE PEOPLE are not looking for a free ride as many keep saying, we are looking for fairness, but courts have been giving the financial industry the equivalent of corporate welfare with each foreclosure sale. And in doing so they have actually stripped the true creditor from any collateralized claim and further stripped the true creditor from making any claim at all. The beneficiaries of this unfair and fraudulent system are obviously the banks.

WE THE PEOPLE believe that with proper pleading and discovery, it may be revealed that One West lacks any ownership interest in the most all of their loans and lacks any authority to represent anyone with an ownership interest in the loan. Paper trial and fabrication of assignments don't actually prove there was any money involved.

WE THE PEOPLE believe that the victims include many such as the investors, insurers, taxpayers, borrowers, and the Federal Reserve. Of course in the case of the Federal Reserve, it knows that it is a victim and that it is buying completely worthless paper (bonds) from the banks who have previously sold the same paper to others. The Federal Reserve knows that it is purchasing worthless bonds. But the Federal Reserve cannot say that the bonds are worthless because it would then be seen as quantitative easing which is inflationary. The whole reason the money supply was expanded so much without inflation going wild is that the Federal Reserve was merely "buying bonds" and not just giving out money. But the bonds were completely worthless. So the truth is that the Federal Reserve was and still is giving out money in quantitative easing.

WE THE PEOPLE CHALLENGE EACH AND EVERYONE, INCLUDING THOSE LISTED BELOW, TO FIGHT FOR OUR RIGHTS AT HOME AS OUR GREAT MILITARY FIGHTS FOR OUR RIGHTS ABROAD (and yours too???)

NO MORE LIP SERVICE; WE WANT REAL ACTION NOW; WE READ WHAT IS HAPPENING, WE DELVE DEEPER AND DON'T LIKE WHAT WE SEE.

WE THE PEOPLE ARE TAKING A STAND AND THIS IS JUST THE TIP OF THE ICEBERG.

WE THE PEOPLE ARE THE ICEBERG--- ONE WEST IS THE TITANIC. AND WE INTEND FOR ONE WEST TO SUFFER THE SAME FATE AS THE TITANIC SINKING INTO OBLIVION. WE ARE ALL JOINING WITH JAMES BEEKMAN IN HIS LAWSUIT AGAINST ONE WEST BANK/INDYMAC MORTGAGE SERVICES. SEE THE DETAILS BELOW.

James Beekman, a car washer, in Florida who has proof of dozens and dozens of violations of laws by One West Bank and its IndyMac Mortgage Servicing Division (forgeries, fraud, fake documents, repetitive lying, refusal to acknowledge payments, purposely "losing" payments so they can foreclose on properties, etc.) with nearly 400 other victims from across the country who are willing to testify on his behalf as "having experienced the very same patterns of fraud at the hands of IndyMac." With his nominal funds, Mr. Beekman has been in litigation against One West Bank to protect his \$40,000 duplex for a home for his permanently disabled wife. Thus far, One West Bank has spent MORE THAN \$80,000 (CAN THIS BANK DO THE MATH HERE) \$80K IN COSTS FOR A \$40K ASSET. THAT MAKES NO FINANCIAL SENSE UNLESS OF COURSE YOU HAVE A SPECIAL DEAL TO GET BACK 80% OF THE ORIGINAL MORTGAGE PLUS INSURANCE PLUS THE HOUSE TO RE SELL) in defense costs, even replacing local counsel with hot shot counsel from another state that has close personal relationships with the judiciary as well as a reputation of blocking litigation with tricks (One West's current outside attorney is private practitioner, Rik Tozzi of Alabama, who picks his nose at the conferences with disrespect)

*Settlement discussions were initiated by One West Bank. But Mr. Beekman knows the American democratic principles involved... the need to enforce the laws—to have enough punitive impact so that there are no more victims of pure outright fraud by One West CEO Steven Mnuchin's operations. CEO Mnuchin is the former Executive Vice President of Goldman Sachs (and is the son of the former Chairman of Goldman Sachs and his brother was a top executive of Bear Stearns). You see--the Mnuchin family through Wall Street leadership participated in the "world destructive" derivatives/securities scam and presumably reaped huge financial gains in **Tier One** pirating, and then went to the lower **Second Tier**...wherein the consequentially unemployed victims of the **Tier One** scam suddenly found their homes vulnerable and so Mr. Mnuchin reaped also the **Second Tier** of assets, those homes, regardless of complying with the real estate and financial laws...regardless of whether those homes qualified for home mortgage modifications that would have preserved families in their homes across the country. Who is financing One West Bank that was founded by Steven Mnuchin? Answer: International financier **George Soros** and **Mike Dell's** (Dell Computers founder) investment group. And Steve Mnuchin serves on such prestigious Boards of Directors as **Sears Holding** (which includes Sears and Kmart stores). [The irony is that Mike Dell's wife has established a charity in Austin, Texas that focuses on the needs of homeless children...and her husband is simultaneously making those children homeless by financing a fraud-based enterprise... And what is the sourcing of her funds for the "homeless children" charity? Illegally foreclosed homes?] **Boy does this smell like rotten fish! OF COURSE IT DOES-IF THE LAW WERE APPLIED AS IT SHOULD THE BIG BANKS WOULD BE CHARGED WITH MORTGAGE FRAUD, SECURITIES FRAUD AND WOULD HAVE TO PAY DAMAGES***

*The principles involved in this Beekman lawsuit include Mr. Beekman's insistence on maintaining a civilization of laws, maintaining an unwavering commitment to Justice, respecting all people, and being vigilant in maintaining the sanctity of the heart of our democracy---the value of our votes. **THERE ARE 400 PLUS OTHERS JOINING IN HERE AND MORE BEING ADDED EACH DAY, WE THE PEOPLE ARE MARCHING.***

Amongst other heroes are the over 400 homeowners who were victimized by One West Bank and IndyMac with the sophisticated fraud schemes but knew the difference between "right and wrong," knew that our Democracy was imperiled and disappearing, and fought the corruption on their own, on their meager

finances, with their last breaths. They banded together over the internet to find insight as to the depth of the criminal activity and corruption of One West Bank and Indy Mac. Go to www.indymaccomplaints.com to access the **unfinanced Heroes and Heroines** who are fighting for America for the hundreds of millions of victims of the financial corruption. God Bless one disabled woman in California, Rebecca, who knew how imperiled America was five years ago and stood her ground by starting up the website "indymaccomplaints" so the murkiness of understanding and confusion created by the repetitive fraudulent acts of One West Bank could be cleared up by information and experiences shared by the thousands of victims across the country. There were clear patterns of intentional fraud, in every case.

Look how far One West Bank has reached in violating laws. It turns your stomach. One disabled woman is losing her house to foreclosure by One West Bank. She has made all of her payments and has delivery proofs...and on top of that, she is in a "Victim Protection Program" that One West Bank and IndyMac have repeatedly violated. She has a permanent disability of a brain injury and is now at even greater risk because One West Bank have stated they have been contacting and faxing information to the perpetrators from whom she is supposed to be protected. This is in violation of her constitutional rights and the confidential and sealed need for her protection, her safety and her life. **One West Bank and IndyMac repeatedly defy the laws**----- of contract, of finance, of victim protection, and many more. This lady has been victimized by One West Bank on multiple levels, **ARE YOU PROUD OF YOURSELF ONE**

WEST/INDYMAC STEVE MUNCHIN, JOSEPH OTTING, GEORGE SOROS, DO YOU CARE-WE DOUBT IT. WHAT MAKES YOU SO SPECIAL THAT YOU CAN AVOID PROSECUTION? WE THE PEOPLE INTEND TO FIND OUT.

Even a **Special Agent for the U.S. Secret Service**, Ross Yerger, was put through the same fraud scheme of One West Bank. He made all of his payments and still One West Bank initiated foreclosure and sent mortgage statements rife with errors. After 2 years of protracted litigation, in October 2012, an historic civil jury verdict in the District of Columbia found that **One West Bank violated DC's consumer protection law by breaching its contract and committing fraud** against Mr. Yerger. Actual damages, punitive damages and attorney fees were awarded. *Yerger v. One West Bank, NO. 2011 CA 000706* in the Superior Court for the District of Columbia. So even a member of the elite U.S. Secret Service was victimized by today's version of the organized crime syndicate! **THERE WE GO AGAIN, ONE WEST AND ITS EXECUTIVES AND**

FOUNDERS KEEP ON VIOLATING LAWS, ETHICS AND MORALS AND GETTING AWAY WITH IT - WHY? WE WILL FIND OUT; WE WILL GET ANSWERS;

ARE YOU ALL SO SCARED OF THEM THAT YOU DARE NOT PUBLISH THIS? WHAT IS THE HOLD THAT THEY HAVE OVER YOU ALL THAT MAKES YOU KEEP QUIET AND TRY TO STOP THE PUBLIC FINDING OUT ABOUT THE MASSIVE FRAUD? WE ARE NOT SCARED, WE ARE GOING FOR IT.

**WE THE PEOPLE ARE SPEAKING LOUD AND CLEAR;
WE WILL NOT BE SILENCED!**

Signed: Victims of One West Bank Fraud.

Signed: Victims of One West Bank Fraud.

More names will be added as others join us.

Rebecca Isaac, 8601 Aura Ave. Northridge, California 91324 818-426-9898

Archie Burdette, 120 Scarlet Oak Circle, Pomona, California 91767

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Deborah Berry - Florida 427 9th St. West palm Beach Florida 33401

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Cc to.

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Barack Obama: Office of the President of the United States of America, The White House
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Franklin G. Monsour, Jr. Assistant United States Attorney, United States Attorney's Office, Southern District of
Florida, 99 N.E. 4th Street, Miami, Florida 33132 Franklin.Monsour@usdoj.gov

RESPA enforcer Consumer Financial Protection Bureau PO Box 4503, Iowa City, Iowa, 52244

Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington DC 20580

Office of the Attorney General State of California, 1300 "I" Street, Sacramento, CA 95814-2919

Office of the Comptroller of the Currency, 400 7th Street SW, Suite 3E-218. Washington, D.C. 20219

Government national Mortgage Association, 451 seventh St, SW Washington DC 20410

Senator Trey Gowdy 1237 Longworth House Office Building, Washington DC 20515-4004 864-232-1141

Judge Jeanine Pirro comments@foxnewsinsider.com <https://www.facebook.com/judgejeaninepirro>

California Department of Insurance- Fraud Division
9342 Tech Center Drive, Suite 100, Sacramento, CA 95826

Neil Garfield <http://livinglies.wordpress.com>

NACA www.nacamortgagedatabase.org

John Patterson, Esq., Board Certified Civil Trial Attorney; Balkan & Patterson, LLP, 601 S. Federal Highway, Suite 302, Boca Raton, FL 33432

John Wright At Piggybankblog.com piggybankblog@earthlink.net

Michael Finney On your side channel 7 San Francisco, CA 7oys@kgo-tv.com
60 Minutes SHOW 555 W. 57th St., New York, NY 10019-2985

20/20 ABC NEWS; 147 Columbus Ave., 10th Floor, New York, NY 10023. 2020@abc.com

Fox News Channel; 1211 Ave. of the Americas; New York, NY 10036 comments@foxnews.com

Dateline NBC, 30 Rockefeller Plaza; New York, NY 10112 dateline@nbcuni.com

New York Times; 620 8th Ave. New York, NY 10018, letters@nytimes.com

www.michaelmoore.com go to contact and submit

Wall Street Journal; 1211 Avenue of the Americas, New York, NY 10036 wsj.ltrs@wsj.com

NBC News Today; 30 Rockefeller Plaza, New York, NY 10112 today@nbc.com

Los Angeles Times 202 W. 1st St., Los Angeles, CA 90012 letters@latimes.com

Federal Reserve Hearing for CIT Group Acquisition of OneWest

Thursday, February 26th, 2015

By

Namoch Sokhom

Director of Business Development Center
Pacific Asian Consortium in Employment (PACE)

My name is Namoch Sokhom and I am the Director of Business Development Center (BDC) of Pacific Asian Consortium in Employment (PACE). PACE is the most recently established SBA Microloan Lender and certified CDFI in Los Angeles in 15 years. Though serving more than 40% Latino, PACE focus on serving immigrants, refugees, and asylees from Laos, Cambodia, Vietnam, China and other Asian Pacific Island countries.

The small and micro businesses that PACE serves, remain devastated now six years into the Great Recession. Examples include a Cambodian donut shop owner that saw his credit card limit reduced from \$35,000 to \$7,500 to the elimination of SBA Community Express Small Office Home Office (SOHO) program providing microloan less than \$50,000, under which PACE helped to fund over 500 loans, valued more than \$10 million a year before 2008. Now we can only get less than 30 microloan funded, in value less than \$500,000. Here whether in African, Latino, or Asian community, the microloan and credit markets, there is no sighting of the return of any bank soon and the Great Recession continues in full force, demand for goods and services are still very depressed.

We meet, we call, we email to banks and we repeat, however we generally get silence in return. It is so hard for a new SBA Microloan Lender and small CDFI like PACE to get any attention. That is why I would like to thank the Federal Reserve Board and the Office of the Comptroller so much for conducting this public hearing. It is an unfortunate fact, isn't it, for our community that this is the only way to get any attention from OneWest and CIT.

Now, OneWest and CIT have been aggressively refused to make their CRA Plan known publicly. I believe such a big bank needs to be more accountable, especially in the light that they got bailed out by the US taxpayers. Therefore, I wish to see a comprehensive CRA plan written in collaboration with California Reinvestment Coalition (CRC) with an inclusion of supports for SBA Microloan Revolving funds and their Loan Loss Reserve.

Thank you so much!



www.consumer-action.org

PO Box 70037
Washington, DC 20024
202-544-3088

221 Main St, Suite 480
San Francisco, CA 94105
415-777-9648

523 W. Sixth St., Suite 722
Los Angeles, CA 90014
213-624-4631

February 26, 2015

Janet Yellen
Chair, Federal Reserve
20th Street and Constitution Avenue NW
Washington, D.C. 20551

Thomas J. Curry
Office of the Comptroller of the Currency
400 7th Street, SW
Washington, D.C. 20219

Dear Ms. Yellen and Mr. Curry,

Consumer Action opposes the proposed acquisition of OneWest Bank by CIT Group.

Consumer Action, a national nonprofit consumer advocacy organization, has championed the rights of low-income and underrepresented consumers since 1971. More than 40 years ago, we published our first consumer guide comparing banking services, and we continue to regularly provide consumers through our trainings and publications with financial information they can use to establish positive banking relationships.

Among our concerns is that OneWest does not offer an affordable checking account for low-to-moderate income (LMI) consumers. The California Reinvestment Coalition, of which Consumer Action is an active member, has developed a model called the SafeMoney account to promote a set of standards for affordable bank accounts.¹ Among the core attributes such an account must have are free mailed statements and no monthly balance requirements—none of the accounts offered by OneWest meets these standards.

Although OneWest allows consumers to open an account with as little as \$100, the bank charges customers who want to receive paper statements and use a OneWest branch expensive monthly fees for checking—and even savings—accounts unless they maintain a \$1,000 balance.² Given that 80 percent of unbanked households earn under \$30,000 a

¹ <http://www.calreinvest.org/crc-issues/safemoney%E2%84%A2-account>

² OneWest Bank, Account Disclosures for Personal and Business Accounts, pp. 40-44

year,³ this can represent a significant barrier to low-income depositors, some of whom as a result may choose to remain outside the banking system.

While nudging customers into online statements is surely more profitable for the bank, many consumers prefer paper statements, and in fact some evidence indicates that limiting customers to e-statements can be detrimental to their financial literacy. For example, a study released this month of almost 2,400 consumers found that 82 percent of those receiving paper statements correctly identified how much money was in their account versus just 32 percent of those who received their statements online.⁴ In other words, a consumer's desire for paper statements is not necessarily anachronistic or unnecessarily costly; for some it is integral to making sound financial decisions, and they should not be penalized for this preference.

OneWest's failure to respond adequately to the foreclosure crisis has been well documented. Disturbing accusations from employees within OneWest alleged it was an unwritten rule that employees should reject as many mortgage modifications as possible.

Meanwhile, in the last 3 years—from Feb. 26, 2012 to the present—consumers have filed 1,132 complaints against OneWest with the Consumer Financial Protection Bureau (CFPB), 441 from the state of California. More than 90% of these complaints center on problems with mortgage modifications and foreclosure practices.⁵ Furthermore, settlements by OneWest regarding improper foreclosures and “dual tracking” of California borrowers deepen our concern that a bank with an apparent lack of interest in keeping people in their homes will continue to ignore community needs and fail to reinvest in its customers' neighborhoods should this merger be approved.

Taken together, these issues to us strongly signify that approving this merger would at least maintain—and quite likely amplify—the neglect that OneWest has shown toward the low-income and underserved consumers that we represent.

We appreciate the opportunity to share our views today,

Joe Ridout
Manager of Consumer Services
Consumer Action

³ 2013 FDIC National Survey of Unbanked and Underbanked Households • October 2014, p.22, at <https://www.fdic.gov/householdsurvey>

⁴ <http://www.theguardian.com/money/2015/feb/03/paper-bank-statements-easier-finances-online>

⁵ CFPB Complaint Database, checked on 2/24/2015 at <https://data.consumerfinance.gov/dataset/Consumer-Complaints/x94z-ydhh?>

CIT Group/OneWest

JOINT PUBLIC MEETING

Held by the Federal Reserve and the Office of the Comptroller of the Currency

February 26, 2015

Testimony by Rachel Mehlsak, Attorney, Bet Tzedek Legal Services

Good morning. My name is Rachel Mehlsak, and I'm an attorney at Bet Tzedek Legal Services in Los Angeles. Bet Tzedek pursues equal justice for all by providing free legal services to low-income, disabled and elderly people of all racial and religious backgrounds. We use direct legal services, impact litigation, community outreach and legislative advocacy in the areas of consumer rights, employment rights, elder law, Holocaust reparations, housing, public benefits and real estate to serve more than 20,000 people every year.

Bet Tzedek is also the lead agency of the California Consumer Justice Coalition – a group of five legal aid agencies in Southern California funded by the California Attorney General with proceeds from the National Mortgage Settlement. The Coalition provides legal services and housing counseling to individuals facing foreclosure and other consumer debt issues.

As part of my work in Bet Tzedek's real estate unit and through the Coalition's foreclosure prevention efforts, I've worked with many homeowners, mostly seniors, trying to save their homes from foreclosure. My colleagues and I have seen firsthand the distress caused by OneWest Bank in its rush to pursue foreclosure, particularly against elderly clients with reverse mortgages serviced by its Financial Freedom division. One elderly Bet Tzedek client was threatened with foreclosure by Financial Freedom for not making repairs to her home. But the client's original lender, IndyMac, had refused to release the funds that were set aside for the repairs, effectively preventing the client from making the repairs and then punishing her for not doing it. Moreover, Financial Freedom had let the client's affordable hazard insurance lapse, and then force-placed her with a OneWest-affiliated company at an exorbitantly higher rate.

Another client I worked with had lived in her home for over 40 years. She is elderly, disabled, and supports her daughter and four minor grandchildren on just her monthly Social Security income. After her husband died, she had trouble maintaining her property tax payments, and OneWest, the parent company of her reverse mortgage lender, Financial Freedom, threatened to foreclose.

Eventually, OneWest initiated foreclosure against the client's home one month sooner than HUD guidelines required. OneWest did so even though HUD had just announced a 60-day extension of its foreclosure timeframes for surviving spouses like my client and even though I had asked Financial Freedom multiple times to postpone the foreclosure proceedings. I was able to help the client obtain a one-month extension of the foreclosure – an outcome she wouldn't have received without representation – but ultimately OneWest went through with the foreclosure sale. Three generations of my client's family were kicked out of their home for less than \$1300 owed to Financial Freedom.

Bet Tzedek's name is a reflection of its mission – the pursuit of justice. We think it would be particularly unjust to the clients and communities we serve to permit the CIT/OneWest merger to proceed without a much stronger, comprehensive, and public CRA commitment. These banks are receiving tremendous financial support through public subsidies and guarantees. It is only just that they make a substantial reinvestment commitment to the communities from whom they've already taken so much before they are allowed to grow even bigger and take even more.

Thank you.



**Affordable Homeownership Foundation Inc.
Solving The Puzzle of Homeownership!**

February 25, 2015

Dear Chairwoman Yellen and Comptroller Curry:

I request and authorize a member of the NCRC to read my testimony into the record at the hearing in Los Angeles at the hearing on Thursday, February 26th.

The proposed merger of CIT Group and OneWest Bank, with all of its troubling aspects, represents precisely why the public has lost faith in financial institutions and their regulators. We oppose the merger and call for public hearings. How long is the American Public supposed to sit around and go through another huge Bank Merger and be expected to tolerate the repercussions that happen as a result?

This merger is an important opportunity for federal banking regulators to demonstrate that bank mergers, especially ones resulting in "Too Big to Fail" institutions, must provide a clear public benefit including strong Community Benefit and Reinvestment Act plans.

By requiring public hearings and a strong CRA commitment, the Federal Reserve and the OCC would also assure the public that you are responding appropriately to concerns about regulatory capture.

In this proposed merger, Wall Street titans are asking the Federal Reserve Board of New York and the Office of the Comptroller of the Currency to approve the creation of the newest Systemically Important Financial Institution (Too Big to Fail bank). Yet no other recent bank merger has been so reliant on public subsidies, promised so much private gain, and provided so little public benefit. If this merger is approved, OneWest's billionaire owners will make billions and Bank executives will make millions, but the public will be left holding the bag, with communities left in their wake.

As a Non-profit Housing Counseling Agency we see first-hand how OneWest is continuing to harm communities, foreclosing on families, seniors, widows and heirs. OneWest and its reverse mortgage servicer Financial Freedom foreclosed on an estimated 35,000 Californians. Financial Freedom has relied on an outdated HUD policy allowing foreclosures on surviving spouses of reverse mortgage borrowers, despite a court case challenging the validity of that policy. The bank's foreclosures practices raise important fair housing concerns, since many of the surviving spouses are women and seniors.

This merger is built on a foundation of immense public subsidy. In 2008, CIT took \$2.3 billion in TARP funds, but later declared bankruptcy and discharged its obligation to ever repay the U.S. taxpayer. For its part, OneWest has received over \$1 billion in loss share payments from the FDIC for losses incurred in foreclosing on problematic Indymac loans made to now suffering families, with an estimated \$1.4 billion more to be paid to OneWest as losses continue. Adding insult to injury, CIT's CEO boasts that he will use losses from CIT's 2009 bankruptcy to offset the profits from this merger and to reduce the bank's tax obligations.

**5264 Clayton Court, Suite 1
Fort Myers, FL 33907
239-689-4944 Phone**

www.affordablehomeownershipfoundationinc.org



**Affordable Homeownership Foundation Inc.
Solving The Puzzle of Homeownership!**

The Banks are not reinvesting in communities and refuse to offer a strong, transparent plan to do so. OneWest only has two of its 71 bank branches in low-income communities; earned a "low satisfactory" CRA investment grade; its mortgage lending in 2013 to Asian borrowers in California was less than half the industry average; and it only makes a minority of its "small business loans" to businesses earning less than \$1 million in revenue. CIT Bank refuses to make loans and investments, or to provide services in most of the communities where it takes deposits. The banks are unwilling to commit to a public CRA plan that meets community needs and is commensurate with its proposed size of nearly \$70 billion in assets.

So Chairwoman Yellen and Comptroller Curry, how long will we allow these banks to continue to merge into these mega banks that seem to avoid prosecution in addition to being so reliant on public subsidies, promised so much private gain, and provided so little public benefit? Please note; we oppose the merger and call for public hearings on this matter.

Should you wish to discuss this matter further or require any further comment do not hesitate to contact me at your convenience.

Sincerely,

Lois M. Healy

Lois M. Healy
Chief Executive Officer
Affordable Homeownership Foundation Inc.
5264 Clayton Ct., Suite 1
Fort Myers, FL 33907
239-689-4944 phone
239-243-8543 Fax

HUD Approved Housing Counseling Agency

HUD # 81174

www.AHF.today

lois@AHF.today

" We do not have to become heroes overnight.

Just a step at a time, meeting each thing that comes up,

seeing it is not as dreadful as it appeared,

discovering we have the strength to stare it down. "

Eleanor Roosevelt (1884-1962)

U.N. diplomat, humanitarian, U.S. first lady

5264 Clayton Court, Suite 1

Fort Myers, FL 33907

239-689-4944 Phone

www.affordablehomeownershipfoundationinc.org

TESTIMONY OF NOREEN O'MORE
PUBLIC MEETING FEBRUARY 26, 2015, 8 AM to 4 PM
FEDERAL RESERVE BANK, LOS ANGELES BRANCH

Name: NOREEN O'MORE

Address: 285 Dexter Drive, Salinas, CA 93906

Email: reddogofimmal@yahoo.com or norin12@yahoo.com

Phone: 831 970-8876

My name is Noreen O'More. I live in Salinas California. I am ^{an} Accounting Assistant in a school district. My testimony is in opposition to the proposed merger of OneWest Bank and CIT Financial.

My father was a WW2, Korea & Viet Nam Veteran with 38 years military service. He got a reverse mortgage in 2002. My father's wishes were for us to keep the family home he lived in for more than 50 years. He passed away in August of 2011

We contacted OWB immediately after his death to repay the loan

OWB never told us what our rights, options or responsibilities were.

We were never provided a Single Point of Contact.

We could never talk to the same person twice, our questions were not answered, and paperwork was always lost or missing.

OWB did tell us they were required to do an appraisal – the 2011 appraisal was \$99,000 we were told to do a short sale

We submitted all the documentation requested by OWB and secured financing 3 months after my father's death.

We called, emailed and faxed every week or two for status. OWB kept delaying with one excuse after another for more than 18 months

OWB recorded a NOD in October 2012

OWB required another appraisal due to their delays – appraisal #2 was inflated and filled with wrong information about our property. Value \$169,000

OWB posted a Notice of Trustee sale on our house. .

Suddenly in October 2013 OWB said we didn't have legal authority to pay off the loan and demanded probate

More delays by OWB and a 3rd appraisal for \$180,000.00

On October 31, 2013 OWB approved our short sale two years and three months after my father's death.

Our story illustrates OneWest Bank's violation of our right to payoff my father's reverse mortgage for 95% of the appraised value.

OWB accelerated foreclosure and set auctions when we provided proof of funds

OWB delayed the repayment process for over 2 years, forcing us to pay an additional \$89,000 due to increased property value.

We closed the loan one day before the auction set by OWB.

This bank should not be allowed to merge and become a larger entity. They should be investigated for their lack of compliance with federal regulations, State laws and consumer protection rights.

Documented evidence of my testimony can be provided upon request.

Attached is the short sale approval letter dated October 31, 2013



Short Sale Approval

RE: Estate of Yoses, Joseph A c/o
Noreen & Seamus O'More
5131 Hazel Avenue
Fair Oaks, CA 95628

October 31, 2013

FF# 3000021809

We received your written request expressing an interest in retaining the property listed above. Upon verifying your relationship with the deceased borrower, an appraisal was obtained to determine the current value of the property.

Pursuant to HUD guidelines, in order to purchase or retain ownership of the property, you may satisfy the HECM debt by paying the lesser of the mortgage balance or 95% of the current appraised value of the property. **To retain ownership of the property by paying 95% of the current appraised value, funds in the form of a Cashier's Check, Certified Funds, Title Company Check or Attorney's Escrow/Trust Check, must be received by Financial Freedom by the earlier of 1) the expiration date of the current appraisal or 2) two (2) business days before any scheduled foreclosure sale date, if one has been scheduled.**

In addition, you *must* include documentation to prove a **post-death conveyance** (transfer) of title occurred by will or operation of law to the heir(s) as a result of the mortgagor's (borrower) death. The documentation must be received and approved by Financial Freedom as a condition of accepting 95% of the current appraised value as a payoff and should be included with the check. Funds must be made payable and sent to:

Financial Freedom
Attn: Payoff Lock Box
2900 Esperanza Crossing
Austin, TX 78758

Use the details of the appraisal below to determine how much to send and the date funds need to be received by Financial Freedom. *Please note a short sale approval does not postpone foreclosure and other activity, up to and including the initiation or continuation of a foreclosure action, will continue until the loan has been satisfied.* If all of the conditions listed in this short sale approval letter have been met, the property will be released from this lien and HUD will be notified and instructed to do the same. If you have any questions or require additional assistance, please call (866) 727-4303. Thank you.

Appraisal Inspection Date 6/3/2013
Appraised Value \$180,000
95% of Appraised Value \$171,000

Expiration Date 11/8/2013

"THIS COMPANY IS A DEBT COLLECTOR AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF THE DEBTOR FILED A BANKRUPTCY PETITION AND THERE IS EITHER AN "AUTOMATIC STAY" IN EFFECT OR THE DEBT HAS BEEN DISCHARGED THROUGH THE BANKRUPTCY, THIS COMMUNICATION IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES."

ONE PAYOFF SATISFIES BOTH LIENS

*****ATTENTION*****

IMPORTANT INFORMATION
REGARDING REPAYMENT AND
RELEASE OF FHA INSURED LOANS

As the servicer of your FHA Insured Reverse Mortgage Loan we want to take this opportunity to make you aware of the steps involved in the re-conveyance of the related security instruments.

Loans originated under the U.S. Dept of Housing and Urban Development (HUD) HECM program include two recorded security instruments: one in favor of the original lender (later assigned to the current investor) and a second in favor of HUD. The second security instrument provides a means for HUD to intervene in the event the lender or investor is unable to meet its obligations under the Loan Agreement.

PLEASE NOTE:

Upon full satisfaction of the loan, as outlined in the Short Sale Approval Letter, Financial Freedom will promptly release, re-convey and/or discharge the first Deed of Trust or Mortgage on behalf of the investor. At the same time we will advise HUD of the satisfaction. In turn, HUD will then prepare and execute its own release of the second Deed of Trust or Mortgage.

While Financial Freedom will send the documentation for recording, the actual recording of the lien release/satisfaction is performed by the county in which the secured property resides. Actual recording time will depend on the county recorder's office.

It has been our experience that the release of the second security instrument may take longer to accomplish. Unfortunately, this part of the process is not within our control and we apologize in advance for any undue delays you may experience in the release of the second Deed of Trust or Mortgage.

-Financial Freedom

"THIS COMPANY IS A DEBT COLLECTOR AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF THE DEBTOR FILED A BANKRUPTCY PETITION AND THERE IS EITHER AN "AUTOMATIC STAY" IN EFFECT OR THE DEBT HAS BEEN DISCHARGED THROUGH THE BANKRUPTCY, THIS COMMUNICATION IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES."



Advancing Economic Security
and Community Prosperity

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February 20, 2015

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Dear Chairperson Yellen and Comptroller Curry,

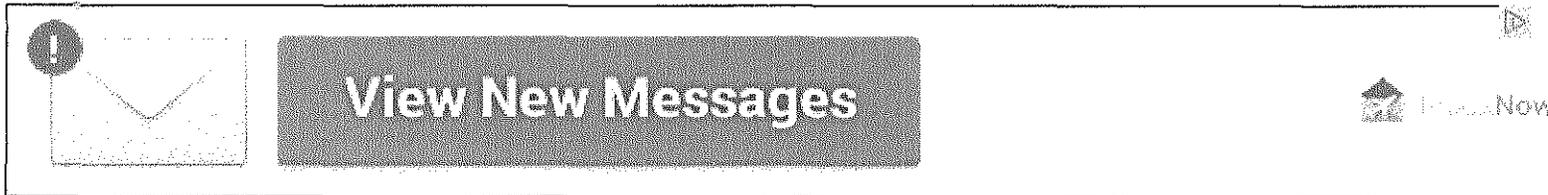
The proposed merger of CIT Group and OneWest Bank presents issues which regulators should address before they consider approving the merger. The first is the fact that the merger, if approved, would result in the creation of a Systematically Important Financial Institution (SIFI). That fact, alone, should give regulators reason to pause, considering the myriad of issues that SIFIs pose for efforts to prevent another meltdown of the banking system similar to the one following the collapse of the housing bubble.

As significantly, the merger involves two financial institutions with relatively weak community reinvestment performance. According to the California Reinvestment Coalition, OneWest Bank earned a "low satisfactory" Community Reinvestment Act (CRA) rating for its investment performance and fell well below the performance of its peer institutions for several indicators, while CIT Group takes deposits nationally but invests primarily near its headquarters in Salt Lake City. Despite the obviously deficient CRA performance, neither OneWest Bank nor CIT Group has been willing to make a commitment to a CRA plan consistent with the size of the combined institution. In effect, they would be gaining the implicit subsidy of "too big to fail" without returning any of the benefit to the communities they should be serving under the CRA.

The CRA presents few opportunities to hold financial institutions accountable for meeting the limited obligations the act imposes. When the opportunity does present itself, it is incumbent upon regulators to use that moment to ensure that regulated financial institutions are fully meeting those obligations, especially when the merger would create a SIFI that presents extraordinary risk to the public. One trade-off for the added risk must be the added benefit of community reinvestment that meaningfully meets the credit needs of low- and moderate-income communities from which the bank draws deposits.

Sincerely,

Theodora Rand, President



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OneWest Bank Accepts Forged "Deed of Trust" Document and Proceeds With Foreclosure Process On Elderly Individual – Press Conference Scheduled For May 15, 2014

Posted by [admin](#) on May 12, 2014

As a result of the Mortgage Meltdown of 2008, customers of IndyMac Mortgage Services, now operated by OneWest Bank, are systematically being taken to the cleaners by unscrupulous bureaucrats who place their own interests first.

LOS ANGELES, CALIFORNIA, May 12, 2014, As a result of unscrupulous bank practices, such as "Robo-Signing", Mortgage Document Packages were sold off in batches with no oversight. Supporting Documents were far and few between, and exactly who owned many of these properties could not be determined. The result was thousands of Homeowners losing their homes without Due Process. Those



people who had the capability of speaking out received some relief, which often amounted to a "pat on the back", or a Check in the amount of \$300.00, or even as little as \$25.00, which was supposed to satisfy people who lost homes worth hundreds of thousands of dollars.

The resultant "Mortgage Meltdown" was the impetus for the Government to convene a 49 State Attorney Task Force, which created the Independent Foreclosure Review (IFR). The IFR, which started in 2011, was supposed to help compensate homeowners whose homes were foreclosed or were in danger of foreclosure between 2009 to 2010, by giving them the chance to apply for a review of their foreclosure process by independent consultants.

However, in January last year, 13 mortgage servicers and federal bank regulators have agreed to put an end to the IFR which was perceived to be time-consuming and costly, and exchange it with a multi-million dollar settlement instead. According to statistics from the Office of the Comptroller of the Currency or OCC, 95% of the checks that were issued from the identified Mortgage Servicers were in the amount of \$300. Some people who did not even submit a claim form were able to receive this settlement, something that others find questionable. The consultants and the attorneys received more in compensation than most of the defrauded homeowners. Of course the IFR was terminated, as it was not going to work in the favor of the banks.

The instant case is most disturbing in that an elderly individual was defrauded by his Caretaker, who even went to the extent of Forging his signature to the "Deed of Trust" Document. The home went from a free-and-clear property, to a property deep in debt. A Forensic expert agreed that the signature was indeed a Forgery, yet the bank officials decided to use it anyway as a Fiduciary Instrument to further their own interests, and proceed with the Foreclosure.

If an 88 year old individual has no legal recourse, it represents a legal system that has gone "sour". Steven Rosenberg, whose father is the victim of not only Caretaker Abuse, but also of One West Bank Abuse, is not going to stand idly by and watch his family home become another statistic. How many other families have lost their homes due to criminal actions of caretakers, and then the banks? It is almost as if the banks invite these criminal episodes to take place so that their position is enhanced in the foreclosure process.

*** URGENT MEDIA ADVISORY ***

A Press Conference has been scheduled for Thursday, May 15, 2014, at the Los Angeles Press Club. Case Number BP109162 filed in the Los Angeles Superior Court in behalf of the Estate of Isadore Rosenberg will be discussed. This conference is being held to inform the public that the Independent Foreclosure Review conducted by OneWest Bank and its designated "independent auditor" Rust Consulting, appears to be a sham. The amount of one of the first issued checks will be revealed at the press conference.

An independent consultant ignored the extensive claim package documentation of:

* Forgery of Borrowers Name on Loan Application and Deed of Trust.

* False County Recorder Assignments.

* False "Robo Signed" Court Filings.

More details and crucial information will be released at the press conference. If you want to know and understand just what the ramifications of OneWest Bank's actions mean to you and the general public, attend this press conference and become enlightened.

It is painfully obvious that an independent "Select Committee" should be Government appointed to look into this case, as well as other noteworthy cases. The byword at the time was, "Too Big To Fail", how about, "Americans, Too Good To Be Ripped-Off". Everyone is urged to become involved, this can and will happen again, visit [Facebook](#) for some great insight and become engaged.

For complete information, please visit: [There's No Excuse For Elder Abuse](#)

Distributed by [Press Release Distributors](#)

Media Contact

Company Name: FreeSteveNow

Contact Person: Steven Rosenberg

Email: srosenberg@alumni.usc.edu

Phone: 310.971.5037

City: Los Angeles,

State: CA

Country: United States

Website: www.facebook.com/FreeSteveNow

Your payment is enclosed.

ISADORE ROSENBERG

13 servicers
Agreeded
to Blanket
Compensation
For Robo Signing
For Various

Loan Number

Trust Reference Number

Property Address

18 ST
NORTH WILLOW AVE

Opposition
Document

Si usted habla Español, tenemos representantes
que pueden asistirle en su idioma. Puede llamar
al número de teléfono 1.800.500.6097

April 11, 2014

Deceased
on 2/4/2008!

Categories of
Foreclosure Harm. & MAJORITY 9
\$300

Dear Isadore Rosenberg:

You are entitled to receive a payment based on the findings of the Independent Foreclosure Review.

This letter includes your payment. It also explains the amount of your check, why you are receiving a payment, how to cash the check, and other important information and disclosures.

* Here "harm"
Compensation

Your Payment is \$25.00

\$25 - After
17 months

Why You are Receiving a Payment:

A neutral party reviewed your mortgage foreclosure file as part of the Independent Foreclosure Review conducted pursuant to an order between IndyMac Mortgage Services, a division of OneWest Bank N.A. and the Office of the Comptroller of the Currency. As a result of the Independent Foreclosure Review, you are eligible to receive a payment or other compensation from us. Additional information about the Independent Foreclosure Review can be found at www.occ.gov

Review!

This letter contains the details about the payment or other compensation that you are eligible to receive. Please review all of this information carefully.

Prior to Any "Deal" to
Cit Group. This boondoggle
must be Audited / Investigated

IndyMac Mortgage Services
a division of OneWest Bank N.A.®

2900 Esperanza Crossing
IndyMac-2
Austin, TX 78758

Submitted by:

putting Elders /
org

Steven Mark Rosenberg

Sequence Number: 0000005769

Panel # 14

The Results

The neutral party identified the following errors during the review of your mortgage foreclosure file:

- Misapplied Payments

As a result of these findings, we will take the following actions:

Provide Monetary Compensation:

Refund of incorrect fees	\$0.95
Interest on amount in error at 3.26% (as applicable)	\$0.15
Total Payment:	\$25.00*

Other Actions:

In addition to the cash payment, IndyMac Mortgage Services, a division of OneWest Bank N.A. will:

- Not Applicable

→ This is Totally egregious
Rust consulting white wash

*You are receiving \$25 as the minimum amount of compensation set by the Federal Regulators when financial injuries are found.

A Full Banker Box of
Harm Documents Submitted

The payment amount or other compensation is final. There is no process to appeal the results of the Independent Foreclosure Review.

Important Information

- By cashing or depositing the check, you do not waive any legal claims against your servicer and you may pursue additional actions related to your foreclosure.
- Cashing or depositing the check may affect your taxes or public assistance benefits. Neither IndyMac Mortgage Services, a division of OneWest Bank N.A. nor the regulators can advise you on tax liability or any effect on public assistance. If you have questions, you may consult a tax advisor or qualified individual or organization.
- If you need additional help with foreclosure prevention, please contact the Homeowner's HOPE™ Hotline at 1.888.995.HOPE (4673) (or at www.makinghomeaffordable.gov) and they can put you in touch with a U.S. Department of Housing and Urban Development approved nonprofit organization that can provide free assistance.
- If you are currently in bankruptcy or have previously been discharged from bankruptcy, and if the bankruptcy trustee determines that these remediation funds are property of your bankruptcy estate and must be paid to the trustee, it is your responsibility to communicate with the trustee and, if required, to deliver the funds to the trustee.

- Please refer this letter to your attorney or authorized representative, if you are represented by an attorney or other authorized third-party representative regarding a foreclosure, bankruptcy case involving this mortgage loan, or the Independent Foreclosure Review.

Other Disclosures

This letter is not an attempt to collect a debt or to impose personal liability for any obligation, including, without limitation, any obligation that was discharged, or is subject to an automatic stay in bankruptcy under Title 11 of the United States Code.

Information you provided as part of the Independent Foreclosure Review may not be used for any other purpose. If you would like us to update our internal records to include updated contact or personal information for future correspondence or notices, then you must separately provide your new contact or personal information directly to the servicer by calling 1.800.500.6097.

If you have any questions, please call a Remediation Specialist.

1.800.500.6097

Monday - Friday: 8:00 a.m. - 8:00 p.m. CST

Si tienes preguntas, puede llamar al número de teléfono 1.800.500.6097 para hablar con un representante.

Sequence Number: 000005769

Sincerely,

Remediation Department

IndyMac Mortgage Services, a division of OneWest Bank N.A.

Opposition Document

One West BANK Not Adhering to Consent AND Decree order(s)

See Office of Currency & Controller (OCC) Action in File Number: 2014-029 Re:

OneWest Bank converts from a Federal Savings Bank (FSB) entity to that of a National Association (NA)

Effective OCC Conversion Approval Date: **Feb 28, 2014**

In present civil case "fraud upon the court" is clearly being committed- as depicted in this court filed document indicating as a party:

OneWest Bank FSB (an entity no longer in existence) and as OneWest Bank NA- with NO prior notification to the Court of this Standing Change (as required pursuant to CCP 387)

OneWest BANK
Not FSB since
2/28/14

DEFECTIVE SUBSTITUTION OF ATTORNEY

Submitted By
Free Steve Now
Steven & Rosenberg

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Robert Garrett, SBN 065886 Jennifer R. Slater, SBN 216207 GARETT & TULLY, P.C. 225 South Lake Avenue, Suite 1400 Pasadena, CA 91101-4869		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles OCT 20 2014 Sherri R. Carter, Executive Officer/Clerk Deputy Bella Gasher
TELEPHONE NO. (626) 377-9500 FAX NO. (Optional) (626) 571-0813 E-MAIL ADDRESS (Optional) jslater@garrett-tully.com ATTORNEY FOR: One West Bank, FSB and Deutsche Bank National Trust Co.	SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. 141st Street MAILING ADDRESS: 111 N. 141st Street CITY AND ZIP CODE: Los Angeles, CA 90012 JURISDICTION: Central District	
CASE NAME: Steven Mark Rosenberg v. Fidelity National Title, et al. By		CASE NUMBER BP 189162

THE COURT AND ALL PARTIES ARE NOTIFIED THAT (name): One West Bank, FSB makes the following substitution:
 1. Former legal representative Party represented self x Attorney (name): Robert Garrett and Jennifer R. Slater
 2. New legal representative Party is representing self x Attorney (name): Donald T. Leonhardt
 a. Name: Donald T. Leonhardt b. State Bar No. (if applicable): 185350
 c. Address (number, street, city, ZIP, and law firm name, if applicable): Fidelity National Law Group, 915 Wilshire Boulevard, Suite 2100, Los Angeles, CA 90017
 d. Telephone No. (include area code):
 3. The party making this substitution is a plaintiff defendant petitioner x respondent other (specify):

***NOTICE TO PARTIES APPLYING TO REPRESENT THEMSELVES**
 - Guardian • Personal Representative • Guardian ad litem
 - Conservator • Probate fiduciary • Unincorporated association
 - Trustee • Corporation
 If you are applying as one of the parties on this list, you may NOT act as your own attorney in most cases. Use this form to substitute one attorney for another attorney. SEEK LEGAL ADVICE BEFORE APPLYING TO REPRESENT YOURSELF.

NOTICE TO PARTIES WITHOUT ATTORNEYS
 A party representing himself or herself may wish to seek legal assistance. Failure to take timely and appropriate action in this case may result in serious legal consequences.

4. I consent to this substitution.
 Date: September 17, 2014
 OneWest Bank, N.A. by Owen Loan Servicing, its attorney-in-fact
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY)

5. x I consent to this substitution.
 Date: September 24, 2014
 Jennifer R. Slater
(TYPE OR PRINT NAME) (SIGNATURE OF FORMER ATTORNEY)

6. x I consent to this substitution.
 Date: September 17, 2014
 Donald T. Leonhardt
(TYPE OR PRINT NAME) (SIGNATURE OF NEW ATTORNEY)

Page 1 of 2
 Substitution of Attorney—Civil (Without Court Order)
 Legal Solutions of Pitts
 Case of Civil Procedure, §§ 96411, 205, Cal. Rules of Court, rule 3.1362

Shows FSB AND @ Bottom NA Status of OneWest BANK

This is common in thousands of filings across USA in courts & county recorder offices

Sharon Evans Testimony

Thank you for this opportunity to provide commentary on One West/CIT merger and its proposed community reinvestment plan.

My name is Sharon Evans. I am an Executive at the Business Resource Group, an economic development nonprofit headquartered in Southern California for the past 15 years.

We are a multi ethnic organization whose mission is to promote financial well being, enhance access to economic opportunities and ensure equitable capital access for small businesses California. Over 70% of our work is dedicated to serving the needs of diverse and underserved entrepreneurs.

Business Resource Group is the largest producer of non-bank loans, non real estate loans to minority businesses in the US, and has generated more than \$185 million in financing for diverse companies. We are also recognized for the critical work we do forging bank partnerships to increase capital access and provide assistance that stabilizes, grow and expand small companies.

Just last March in his presentation to the Memphis CDFI Network, Deputy Comptroller of Currency Barry Wides highlighted BRG as a national example of nonprofits developing effective partnerships with banks to address their assistance needs and increase lending to small and minority entrepreneurs

I present this testimony to comment on both the potential this merger has to have positive impact on our region and the needs of the Southern California business community that do not appear to be outlined adequately in proposed CRA plan.

If this merger is approved, CIT/One West Bank is in a unique position to play a very important role in the Southern California economy.

CIT and One West are anchor financiers in 5 of the top 10 Southern California industries. CIT as a commercial finance company has provided short term financing which is vital to the apparel, manufacturing, and food processing industries for decades One West Bank is a national leader in transportation and entertainment finance. According to LA EDC, together these 5 industries account for over 600,000 workers and self employed individuals in Southern California.

CIT refers to itself as a mid market financier and to date has not been required to make significant reinvestment in our communities. As a bank, it must do so. There are thousands of small businesses that work in supply chain of these critical industries. Yet, CIT currently only offers financing for businesses with minimum revenue of \$2 million. CIT and One West bank

should expand their CRA plan to include a strong small business lending commitment that will ensure that small businesses who supports middle income and low income families have access to capital, programs and support to thrive as a part of a recovering LA.

We ask that the bank revisit its commitment o Small business in Southern California and develop and publish measureable annual targets for small business lending that include a significant level of CRA loans to small businesses with revenue under \$1 million.

During 2012 & 2013, One West Bank made \$215 million in SBA loans to California business owners. Of this total, less than 1% of its loans, only \$1,4 million were extended to African American business owners.

We ask that the bank address the gap in minority lending and create a minority lending goals by demographic, invest in diverse business organizations and a launch a marketing plan to address ethnic lending gaps.

CIT has purchased Direct Capital, an online lender and begun offering financing in the LA region. Stated interest rates are advertised as low as 7%. We ask CIT to publish its interest rate structure to ensure that its offerings are fair and that this does not become one more online lender offering predatory products to our small businesses.

Los Angeles is home to vastly different economies. Beverly Hills, Santa Monica and Malibu hills touts mansions and images of wealth that are recognized worldwide. While South Los Angeles and other low income communities are plagued with unemployment rates of 10-17%, (more than double the national average) .

One West Bank is reinvesting in affordable housing, at risk youth and health services. This work is valuable, but does not address the vast community needs of the Southern California region. One West/Cit must expand its CRA plan to address a vastly broader cross section of needs including those that can hep reduce unemployment in key areas.

One west Bank is a player in the entertainment business offering financing to film, music broadcasting, television, sports and digital media sectors. Yet, One west is not visually present in its support of small or minority entertainment firms. We need One West to support minority producers and embrace workforce development programs that help LA residents to get training

to enter and build careers and businesses in entertainment t One West is not visually present in its support of minority film production.

Submitted

By: Steven mark Rosenberg

2/26/15
Public Hrg

Free Steve Now

This entity no longer

IndyMac Mortgage Services
a division of One West Bank. FSB
2900 Esperanza Crossing, Indymac 2
Austin, TX 78758

WELLS FARGO BANK
707 Wishire Blvd.
Los Angeles, CA 90017
3002889594-901768528

0000005769
Date: Mar/31/2014
11-24/1210

This
check
↓
Became

Financial Institutions may call 1.800.500.6097 to verify this check

Pay Amount \$25.00***

Not Valid for any amount other than \$25.00***

NA
National Bank

PAY ****TWENTY-FIVE AND XX / 100 DOLLARS ****

VOID AFTER 377 DAYS

All Payee's signatures required on back
in order for this instrument to be paid

ON
2/28/14
per
OCC
Action

TO THE ORDER OF ISADORE ROSENBERG

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

Am [Signature]

AUTHORIZED SIGNATURE

MEMO: INDEPENDENT FORECLOSURE REVIEW CLAIM COMPENSATION

⑈000000000000⑈ ⑆000000000000⑆ 000000000000⑈

Opposition Document.

Prior To Any CIT Group "Deal"

Federal Agencies Audit/Investigate
One West Bank Independent Review
claim process

MADE

Thank you for taking the time to take our responses. I hope that you are serious and committed to doing what is right and that we are all not wasting our time today. My name is Renee M. G. Chavez, I am the Operations Manager of Montebello Housing Development Corporation (MHDC) a 501 (c)(3) non-profit community based housing agency with offices in Montebello, CA that serves low to moderate income families in Los Angeles and San Bernardino Counties via education and counseling. MHDC was established in 1992 to meet the affordable housing needs of Los Angeles County residents. MHDC's mission to educate and assist in the delivery of safe, sanitary, quality and affordable housing to individuals and families of modest financial means has been the driving force of the organization. We believe in creating financial wealth through home ownership.

especially the money
All who have responded today and you are aware that Indy Mac was one of the subprime lenders whose bad lending practices preyed on our communities of color and seniors. During the foreclosure crisis families lost homes and their wealth because of the lack of assistance to modify underwater homeowners. Because of the loss of assets and wealth, communities of color are now struggling to rebuild. The dream of homeownership was stolen from many families.

The OneWest investors received not only a bargain basement price to purchase Indymac, they also obtained a favorable loss share agreement with the FDIC that provided for the FDIC to cover a significant amount of the losses on loans made by Indymac. In other words, OneWest investors paid little for a bank that came with limited risks to the investors while forever impacting communities.

10/4

WHAC

15% of OneWest's branches are located in low and moderate-income census tracts, as compared to a statewide average of 30% of bank branches being located in LMI tracts. 35,000 Californians have lost their homes due to foreclosures by OneWest and its subsidiary, Financial Freedom

All in this room and you know that CIT Group received \$2.3 billion from the US taxpayers, via TARP Troubled Asset Recovery Program. A little while later, CIT Group filed bankruptcy, and eliminated its obligation to repay the government. How many homeowners might have been able to keep their homes if that money had gone to modifications instead?

Remember those who are still suffering. In 2014 in LA County there were 21,538 families that faced foreclosure. In January there were 1631 notice of defaults. Remember, these people paid the taxes that bailed out CIT.

2014

WDE

	LA County	San Bernardino
Jan-14	1704	406
Feb-14	1979	532
Mar-14	2025	354
Apr-14	1853	430
May-14	2030	398
Jun-14	1777	3360
Jul-14	2116	469
Aug-14	1787	352
Sep-14	1828	285
Oct-14	1804	380
Nov-14	1240	248
Dec-14	1395	194
	<u>21538</u>	<u>7408</u>
Jan-15	1631	201
Default Research Inc.		

We hope that the Federal Reserve and the Office of the Comptroller of the Currency is serious about their consideration of another Too Big to Fail Bank. Our communities have already paid too high a price while both banks were separate entities. Stop this insult to the taxpayers, that include those people who lost their homes, by rejecting the merger.

Too Big to Fail is too big to approve.

However, since this merger will probably go through it is imperative that protections for our communities be put in place prior to the approval.

These protections should include, at a minimum:

- Prior to approval, CIT Group and OneWest Banks should be required to make strong public community reinvestment commitment based on the new size of their bank with benchmarks clearly established.

ZF4

MHDC

These CRA commitments need to be made public with input from a cross section of those agencies testifying today. MHDC, along with these other agencies, are interested in safeguarding our communities. The CIT Group and OneWest Banks are interested in their investors.

Together, there would be a compromise on CRA requirements that could be fair.

- As both banks have demonstrated that they cannot be trusted to work in good faith, when merged should they be in violation they should be fined \$2.3 billion. Those funds could be used to assist communities in low and moderate-income census tracts that continue to be severely underserved.
- Should the banks be allowed to merge, they should not receive any loss share agreement with the FDIC.
- If merged, the banks should not be able to participate in any bailout should their business practices, that include obscene salaries to only a few, prove them unfit to continue. The bank should be allowed to fail. As you know, businesses fail every day.

Thank again for taking time to hear our comments. I look forward to your response and participating in future discussions to put accountability back into the banking industry.

4/2/14



Stitches Technology Business & Career Centers, Inc. 700 N Bullis Road., Compton, CA 90221

February 26, 2015

Scott Turner, Vice President
Federal Reserve Bank of San Francisco
101 Market Street, MS 215
San Francisco, CA 94105

Mr. Turner,

My name is Clotee McAfee. I am the founder of Stitches Technology and a 30 year veteran of the fashion industry. I speak today to share the unmet need for investment in the development, support and expansion of a skilled workforce to for Southern California's apparel industry.

Southern California grapples with a growing demand for garments produced in the US and no reliable source of workers to meet this demand. Economic pundits often focus on the \$40 billion of annual imports in apparel industry not realizing that the Southern California apparel industry generates \$18 billion in local revenues.

Today, a major skills gap exists in the local apparel industry. More than 10,000 companies in the Southern California region find themselves hard-pressed to access the skilled labor needed to drive their products to market. The Southern California labor pool is plentiful but suffers from inadequate investment in workforce initiatives to harvest local talents to address this critical need. The local workforce is undeveloped, largely as a result of budget cuts in the schools that eliminated sewing and design classes that once provided a basic foundation for and segue into the apparel and broader sewn products industry.

Banks and commercial finance companies play an important role in the garment industry by providing financing for plant, equipment and working capital. But financial products for start-up and emerging companies don't just benefit the owners, they help build strong communities. Banks have a fiduciary responsibility to reinvest in the local community, to provide the resources to develop businesses and fund mortgages.

As a commercial financier, CIT has been a partner to LA's fashion industry for many decades. However, in an expanded role as a bank, CIT should be called upon to do more than just offer financial products to mid-size and larger apparel firms. As a bank, CIT should demonstrate its commitment under the Community Reinvestment Act to help address critical economic

development needs facing the Los Angeles apparel industry by investing in workforce development systems needed to sustain a skilled labor force for the industry which it has profited from for so many years.

This means going beyond investments in financial literacy and K-12 education. It means supporting pathways toward careers and business opportunities in the fashion industry--particularly for today's youth. One of the daunting challenges is an absence of a vibrant pipeline of skilled labor.

In November 2011 CIT sponsored a report with the California Fashion Manufacturer's Association titled "The Los Angeles Fashion Industry Profile" that pointed out the severity of this issue.

I quote from this report...

In 2009, the Dept. of Homeland Security instituted immigration rules that require the firing of experienced sewers and cutters without proper documentation. If social security numbers don't match, the authorities can fire workers. American Apparel lost 1400 employees in one day. [But this is just the tip of the iceberg] No industrial training program is in place for companies to hire unskilled unemployed workers to replace them.

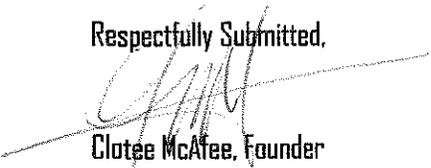
We believe the merger between One West Bank and CIT offers a unique opportunity to take action to protect the competitiveness of the Los Angeles fashion and apparel industry.

Stitches Technology was established to address the skills gap facing the apparel industry, as it grapples with a plethora of issues that are impacting the labor market. We have created a program that works closely with manufacturers to identify their needs, recruits youth between the ages of 18 and 26 who are eager to enter careers in the fashion and apparel industry. We will train them on the technical skills they need to succeed and what's more, work with them on the soft, employability skills that will lead to long term success. We will continue to provide a dynamic support system to help them succeed once they are placed in permanent positions.

Joining us in this effort are our partners: the California Fashion Manufacturer's Association, the City of Los Angeles, Southern California Edison, JP Morgan Chase, California Manufacturing Technology Consulting, and Stevie Wonder.

We urge you to make this merger matter in the total scheme of the industry. Leverage the strength of your two organizations to join in the effort to build a strong, technological competent labor force for the industry from the young, eager people who live in the region.

Respectfully Submitted,



Clotee McAfee, Founder
Stitches Technology Business & Career Centers, Inc



POLICY & ACTION FROM CONSUMER REPORTS

Testimony of Norma P. Garcia
Senior Attorney

On behalf of Consumers Union of U.S. Inc.
Before the Federal Reserve Bank & Office of the Comptroller of the Currency
In Re: Proposed Merger of OneWest Bank and CIT Group
Los Angeles, California
February 26, 2015

My name is Norma Garcia and I am a senior attorney with Consumers Union, the policy and advocacy division of Consumer Reports.¹ In October 2014, Consumers Union filed comments in opposition to the proposed acquisition of IMB and OneWest Bank by CIT Group (CIT) and respectfully requested that you hold a hearing to allow the public to speak about their concerns with this proposed merger. We very much appreciate that you have convened today's hearing for this purpose.

A very important issue in these proceedings is whether the proposed merger between OneWest Bank and CIT Group will yield a public benefit and whether the merger will promote--or put at risk--the policy protections afforded to the public through the Community Reinvestment Act. Consumers Union believes that no merger should be approved where there is insufficient showing that it will result in a strong public benefit predicated on a robust public Community Benefit and Reinvestment Plan developed with meaningful community input.

In analyzing the likelihood of a public benefit resulting from the merger, it is essential to consider the entities to be merged and their reputation for serving the "convenience and needs" of the communities that would be affected by the proposed action. It is this area of concern which I will address in my testimony today, particularly as it applies to older consumers, 62 years of age or older who are reverse mortgage borrowers served by OneWest Bank. Consumers Union has a long history of advocating for protections for reverse mortgage borrowers² and wants to be sure their interests are given serious considerations as this proposed merger is being deliberated.

There are compelling reasons to protect reverse mortgage borrowers and to examine how they may have been treated by OneWest Bank when considering this merger request. Reverse mortgage eligible

¹ Consumer Reports is the world's largest independent product-testing organization. Using its more than 50 labs, auto test center and survey research center, the nonprofit rates thousands of products and services annually. Founded in 1936, Consumer Reports has more than 8 million subscribers to its magazine, website, and other publications. Its advocacy division, Consumers Union, works for health reform, food and product safety, financial reform and other consumer issues in Washington, D.C., the states, and in the marketplace.

² NORMA PAZ GARCIA, PRESCOTT COLE & SHAWNA REEVES, EXAMINING FAULTY FOUNDATIONS IN TODAY'S REVERSE MORTGAGES (2010), available at <http://www.consumersunion.org/pdf/reverse-mortgage-report-2010.pdf>, see also CONSUMERS UNION OF THE U.S., INC. (CU) & CALIFORNIA ADVOCATES FOR NURSING HOME REFORM (CANHR) COMMENTS TO THE CONSUMER FINANCIAL PROTECTION BUREAU ON REQUEST FOR INFORMATION REGARDING CONSUMER USE OF REVERSE MORTGAGES (2012), available at http://consumersunion.org/wp-content/uploads/2013/02/Comments_CFPB_8-31-12.pdf

borrowers are equity rich, though they may have difficulty making ends meet. Homeowners aged 62 and older hold a combined \$3.84 trillion in equity in their homes according to the National Reverse Mortgage Lending Association (NRMLA).”³ Unfortunately, these same borrowers are at risk of being sold a reverse mortgage which may not be in their best interest. Reverse mortgages have experienced a relatively high failure rate as almost 10% (9.4%) of reverse mortgage borrowers have gone into default, according to the most recent statistics available from the Consumer Financial Protection Bureau (CFPB).⁴

In October, Consumers Union alerted the FRB and the OCC that OneWest Bank had generated a significant number of complaints to the Consumer Financial Protection Bureau (CFPB) regarding their treatment of reverse mortgage customers. Since then, the CFPB has issued a new study with details about reverse mortgage complaints it has received involving multiple reverse mortgage lenders/servicers from December 2011 through December 2014.⁵ The CFPB noted that during this time period it received 1,200 complaints.⁶ In examining the CFPB’s Complaint Data Base, we determined that OneWest Bank is the subject of 146—slightly over 12 percent—of all of the reverse mortgage complaints received by the CFPB within the same time period.⁷ Though all the details of the complaints against OneWest Bank are not publicly available, there is sufficient publicly available information that shows that the OneWest Bank reverse mortgage complaints filed with the agency fall under a number of categories, and involve issues such as problems with loan servicing, payments, collections actions and foreclosures.⁸

The CFPB has expressed serious concerns about the impact on consumers whose complaints are of this nature. The agency reports that according to borrowers or their representatives who have complained,

“Reverse mortgage loan servicers often are slow to respond to their inquiries and requests. Some consumers complain that servicers are completely unresponsive, or provide inconsistent instructions. Many consumers express extreme frustration, while others express fear that they may lose their homes, due to servicers unresponsiveness and/or poor record keeping. The servicing problems consumers describe are exacerbating many of the other problems that borrowers and their families are experiencing with reverse mortgages.”⁹

³ NMRLA, Press Release (January 7, 2015), http://nmmlaonline.org/rms/press.aspx?article_id=1553.

⁴ The CFPB noted that, quoting from a HUD Presentation of the National Reverse Mortgage Lenders Association Eastern Regional Meeting (Mar. 26, 2012), as of the end of February 2012, 9.4 percent of active HECM loans were in default on taxes and/or insurance. CONSUMER FIN. PROTECTION BUREAU, REVERSE MORTGAGES: REPORT TO CONGRESS 132 (2012), available at http://files.consumerfinance.gov/a/assets/documents/201206_cfpb_Reverse_Mortgage_Report.pdf
This proportion has increased from 8.1 percent in July 2011 *Id.* at 129

⁵ CONSUMER FIN. PROTECTION BUREAU, SNAPSHOT OF REVERSE MORTGAGE COMPLAINTS DECEMBER 2011—DECEMBER 2014 (2015), available at http://files.consumerfinance.gov/f/201502_cfpb_report_snapshot-reverse-mortgage-complaints-december-2011-2014.pdf

⁶ *Id.* at 4.

⁷ <https://data.consumerfinance.gov/dataset/Mortgage-complaints/c6ve-d79g> CFPB reverse mortgage complaint data accessed February 25, 2015

⁸ *Id.*

⁹ CONSUMER FIN. PROTECTION BUREAU, *supra* note 5, at 15.

Although many of the reverse mortgage complaints concerning OneWest Bank in the CFPB's database were listed as "Closed with explanation" a fair number of consumers disputed the outcome. Consumers Union urges the Federal Reserve Bank and the OCC to do a thorough investigation of the complaints consumers filed with the CFPB and any other agency, especially those with disputed outcomes. Such an investigation ought to give the Federal Reserve Bank and the OCC a better picture of whether OneWest Bank has done an adequate job of considering the "convenience and needs" of the reverse mortgage customers it serves and whether their customers are at risk due to any practices alleged in the complaints. The CFPB has noted that "it is essential that the terms, conditions and servicing of reverse mortgages be fair and transparent so that consumers can make informed decisions regarding their options."¹⁰ These standards should serve as a guide for what the Federal Reserve Bank and the OCC ought to be looking at while considering OneWest Bank's actions and their integrity in the marketplace.

In conclusion, Consumers Union believes that protecting the public interest should be at the forefront of your deliberations in deciding whether to approve this merger.

Thank you for the opportunity to testify on behalf of Consumers Union today.

¹⁰ *Id.* at 16.

To Honorable Members of the Federal Reserve Board and the Comptroller of Currency:

My name is Hilda Kennedy and I am a founding member of AmPac Tri-State Certified Development Company, Inc., headquartered in Grand Terrace, CA in San Bernardino County. AmPac Tri-State CDC is a non-profit organization seeking to serve promising small businesses at all stages of growth with capital and other resources to promote economic development and job creation that positively impacts our region, our state and our nation. AmPac is a Certified Development Company of the U.S. Small Business Administration, providing SBA 504 capital to businesses throughout the State of California, and is SBA's first faith based lender in the country, seeking to market SBA capital resources to business owners who have faith as their center.

I want to thank you and the advocates of the Green Lining Institute and the California Reinvestment Coalition for affording us the opportunity to have a public hearing to so that as our fiscal leaders evaluate this merger that "the least of these" - the community needs of underserved markets are at the forefront of your discussion and your community benefits plans.

I am here this afternoon to specifically share on behalf of the capital access needs of Inland Southern California, including San Bernardino and Riverside Counties, and the eastern border of Los Angeles County, which includes Pomona. I want to make sure that these communities are not forgotten in your discussions on public benefit and community reinvestment. The fact is, these two counties make up the largest counties, in terms of square miles, in our state and in our country. The economic indicators forecast significant growth in population in these communities. In fact, the CA Finance Department reported that between 2000-2014, population growth in the Inland Empire represented more than 25 percent of the State's overall growth, and by 2020, population is expected to grow by 1.3 million people. Coupled with population growth, retail sales are up in the region and assessed valuations are also up. Additionally, the transportation and logistics, health care and education industries are anticipating strong growth.

However, the news is not all good; though the potential is promising. The fact is, these counties were hardest hit by the economic recession of 2007 and 2008 and they are the slowest to recover. While job growth is on the rise in these two counties, a Federal Reserve Bank study in 2013

showed that while California unemployment rate was 11 percent; Riverside County's unemployment rate was 14%. On the FDIC "failed bank" list dating back to 2008, seven of the California banks listed are from our region; these are community banks who were entrenched in our communities and serving the needs of local small businesses.

Nearly 18% of the Inland Empire population lives below the poverty line, higher than most of California, and the U.S. The Human Wellbeing Index, a measure examining education, health and income levels ranked the Inland Empire last of the twenty-five largest metro areas in the U.S.

The region's non-profit sector, like the private sector suffered and is suffering from the impact of the economic downturn in the forms of lower revenue and lower than needed levels of individual and foundation giving. According to the Funders Alliance of San Bernardino and Riverside Counties, the nonprofits of this region receive just six percent of the statewide average per capita private foundation giving while it is home to 11% of the state's population.ⁱ Two-thirds of the non-profits in the region have annual revenues of less than \$25,000 per year.ⁱⁱ A study conducted by the James Irvine Foundation called the region's non-profit infrastructure 'insufficient for the current population'

We firmly believe that the community benefit plan should include the Inland Southern California region as a key community reinvestment area.

Many of the new and existing residents in the region will launch small lifestyle, and professional service businesses. These micro-enterprises need to be encouraged and supported because they will be providers of household income for many families. In fact, microenterprise development is a proven strategy for increasing jobs and improving the economy and should be a vital component of the solution. Many of the businesses in the region could be better positioned with better access to capital.

As such, in consideration of this merger, we ask that you not forget the Inland Southern California region, especially San Bernardino and Riverside Counties. We ask that the

Community Benefit plan invest in micro-lending and small dollar lending efforts in the region like:

- The Riverside Micro Loan program which offers businesses in that community a hand-up to facilitate needed growth in LMI areas.
- Community Centered Loan programs in hard hit communities like San Bernardino coming out of bankruptcy, Pomona, Ontario, Moreno Valley, Victorville, and the newly forming Riverside County Revolving Loan Fund. These programs can partner small investment dollars from the bank and leverage them with community development block grant resources for economic development in low and moderate income areas and serve to graduate these small businesses to traditional bank programs.
- Invest in mission based lenders, i.e. SBA Community Advantage lenders headquartered in the Inland Southern California region so that low dollar SBA 7a loans can reach these businesses where these mission based lenders serve on Boards and in the trenches with these businesses. Again, these businesses then can graduate to traditional lending programs.
- Invest in micro enterprise service providers like the Micro Enterprise Collaborative of Inland Southern California, which is seeking to shore up existing micro service providers and provide them with resources and tools for better meeting the needs of micro businesses.
- Invest in the NAWBO-IE Thrive six-week business training program which provides training for women business owners to succeed and the complementary Thrivability Loan program, to support graduates of that program with a micro loan.
- Invest in the Abundant Living Family Church business development program where entrepreneurs complete a business plan ready for capital or investors.

- Invest in technical assistance and capital assistance providers who are critical partners for intervening on behalf of small business to spur their future growth and provide them with tools for long term success.

San Bernardino and Riverside Counties were hard hit, but the people in these communities will never, ever, every give up. Whatever the regulators determine about this merger, we believe that it makes good business sense for these institutions to do a better job in spending community investment dollars in this region.

ⁱ Funders Alliance of San Bernardino and Riverside Counties, *The Inland Empire: Great Needs, Limited Resources, Untapped Potential*, 2013 www.iecapaciteria.org/funders-alliance

ⁱⁱ Vally, Ann, James Irvine Foundation, *Inland Empire Nonprofit Sector is Stretched*, 2009, <http://www.irvine.org/news-insights/entry/new-study-inland-empire-nonprofit-sector-is-stretched>

Hello and thank you for allowing me the opportunity to speak here today and voice the concerns of the Inland Empire communities of Southern California against this merger. My name is Ben Garcia and I am the Community Relations Manager for Inland Fair Housing & Mediation Board. Inland Fair Housing & Mediation Board is a HUD Certified Nonprofit Housing Counseling Agency that has been providing services to low and moderate income families in San Bernardino, Riverside, and Imperial County for over 33 years. Inland Fair Housing & Mediation Board's mission is to serve as an intermediary to resolve issues related to housing discrimination, homeownership and housing sustainability, rental complaints, and disputes in court with the goal of empowering individuals and enriching the families in the communities that we serve.

Through our efforts we have provided Default & Foreclosure Prevention Counseling to assistance to over 600 homeowners that had OneWest (formerly known as IndyMac) as their Lender or Servicer since 2009. Of those 600 clients we counseled, only 39 OneWest homeowners received an affordable modification. As you can see over 500 homeowners lost their homes because of either bad lending practices, dual tracking, rejected "on time" trial payments, lost documents, or no contact by OneWest. Due to their actions these homeowners were forced to enter a rental market that has been flooded with investment groups that have increased rental rates, making it unaffordable for the majority of low to moderate income families to rent homes in their communities.

Of the families and individuals that were impacted by these foreclosures, who are now able and eligible to purchase another home through our First Time Homebuyer Courses, only about 2% have received loans from OneWest, as opposed to loans from the other major lenders in the Inland Empire. For geographical area of over 4 million low to moderate income family and individuals living within the three counties of the Inland Empire this does not make a substantial impact.

Inland Fair Housing & Mediation Board believes that this merger is not good for California communities, and won't be unless the Federal Reserve requires them to make a significant public CRA commitment to reinvest in the communities where it takes deposits. Commitments should guarantee the halt of unjust foreclosures, engage in responsible loan modification practices, provide better and honest mortgage lending, and contribute to developing more affordable housing for the communities of the Inland Empire.

Thank you.

UNPRECEDENTED... PRESS RELEASE
Release TUESDAY, February 24, 2015

Contact: R. Isaac, H. Kelly, T. Colebrook
Calif. (818) 426-9898; (925) 596-0452; (310) 420-0509

HISTORIC TURN: THE SELMA MARCH FOR HOMEOWNERS.....Federal Hearing on DEFIANT, UNPROSECUTED ONE WEST BANK [founded by Goldman Sachs associates]—BANK'S RACKETEERING UNVEILED PUBLICLY—CRIME VICTIMS TELL ALL, listing endless legal violations.

RARE PUBLIC HEARING BY FEDERAL RESERVE BANK FOR THOUSANDS OF ONE WEST BANK FRAUD VICTIMS; Input on whether proposed sale of One West Bank to CIT Group should be approved.

DATE: Thursday, February 26, 2015; 8:00 AM-4:00 PM

WHERE: Los Angeles Branch of the Federal Reserve Bank of SF, 950 So. Grand Ave. Los Angeles, CA

VICTIMS' MISSION: DEMAND THAT CEO OF ONE WEST BANK, (aka INDYMAC), BE JAILED....

Steven Mnuchin the former Executive Vice President of Goldman Sachs and son of the Former CHAIRMAN of Goldman Sachs—the destroyers of the world's economy with their phony derivatives. Did you know that this racketeer is on the Board of Directors of SEARS Holding, and his bank's activities are funded by Mike Dell of Dell Computers, John Paulson who started the recession for personal greed, and George Soros, a convicted international financial felon [in charge of Rothschild finances] ? If the U.S. Treasury, the Federal Reserve Board of Governors, the OTS, the DOJ, and the FDIC had done their jobs of jailing these executives of the Goldman Sachs derivatives fraud scheme and other frauds including forged documents, THEN thousands and thousands of homeowners with mortgages with One West Bank/IndyMac would NOT have lost their homes, would not have been tormented, would not have lost their marriages, would not have homeless and hungry children living in cars [25% in US are food deficient now].....

We demand that the Federal Reserve, other Regulators, the Prosecutors and the Politicians NOW do their jobs.

CHECKLIST TO STOP THE "TEFLON 'DONS' OF WALL STREET" & RESTORE "NATION OF LAWS!"

U.S. Attorney General Eric Holder ignored the thousands of complaints against One West Bank and the giant banners held in front of his face in San Francisco at the American Bar Association Annual Convention reading "HOLDER...JAIL ONE WEST BANK." The FBI that he supervises "lost over 1000 complaints against One West Bank including those with FBI Confirmation Numbers," and ignored personal visits to regional FBI offices by victims of the One West Bank crime spree.

[1] **Do NOT approve proposed sale of One West Bank**; stop the "shell game" between principals of One West Bank, Goldman Sachs, and CIT Group [which failed to pay back to the Federal Government its TARP funds & instead discharged the liabilities(\$\$\$ for U.S. road repairs, etc.) via Bankruptcy; now buying a bank?];

[2] **Appoint a Watergate type Commission** with truly Independent Prosecutors/Investigators.

[3] **Criminally prosecute. Jail One West Bank executives** for the multiple frauds that they designed [we have 3 whistleblowers that can confirm the "intentional" frauds, from the "inside."].

[4] In addition to jail terms, **demand a Reparation Fund of Billions** from One West Bank to be distributed to the defrauded homeowners and organizational/neighborhood victims, in the style of the BP Gulf Spill, the 9/11 Commission of NYC, the Bernie Madoff Ponzi scheme on Wall Street.

[5] **REVOKE the Bank Charter of One West Bank** due to refusal to obey laws over six years, etc.

STOP ONE WEST BANK'S CEASELESS CRIME WAVE! Stop this New Generation of Organized Crime. Legal Precedents for Jailing Execs: Enron, Countrywide, Michael Milken's Junk Bonds,....

Homeowners are NOT financial deadbeats...we're victims of a sophisticated fraud/theft scheme that has subjected us to "Bait and Switch" wherein after 15 months we have been promised permanently modified mortgages but instead have had hundreds of thousands of foreclosure fees, trustee fees, processing fees, attorney fees, etc. levied onto our homes to inflate astronomically the balances....and then our homes are stolen in secretive foreclosures [with forged documents, no basis in law or contract, and designed perjury to the judges] simultaneously while we homeowners with families were earnestly negotiating permanent modifications. This Crime Spree is now in the TRILLIONS OF DOLLARS??? **If you do not prosecute criminals, the crimes expand and spread rapidly like the EBOLA Virus.**

*Go to www.indymaccomplaints.com to see over 450 victims in just one group. There are tens of thousands of victims of One West Bank and its Division IndyMac all across the country.

*Google: **Petition of 15,000** demanding this Public Hearing on One West Bank.

*Google: Calif. Reinvestment Coalition of **hundreds of groups** demanding this Public Hearing.

*Google: "**Complaints**" & Law suits against One West Bank and IndyMac, including Federal and State Consent Orders [look at lawsuits/settlements that were "sealed" by One West Bank]. Last **Friday's "unsealed" qui tam** has long list of alleged shocking fraud/thefts by One West Bank Case No.: 9:12-CV-81138-RSR

TESTIMONY OF SANDY JOLLEY
PUBLIC MEETING FEBRUARY 26, 2015, 8 AM to 4 PM
FEDERAL RESERVE BANK, LOS ANGELES BRANCH

Name: SANDY JOLLEY
Address: 5329 Surfrider Way, Oxnard, CA 93035
Phone: 805 402-3066
Email: sjolley2@compuserve.com
Fax: 805 984-3806

My name is Sandy Jolley. I am a Reverse Mortgage Suitability and Abuse Consultant and Certified HUD Counselor.

Reverse Mortgage servicing provides billions of dollars in revenue to OneWest Bank. Of the 6 major loan servicers OWB holds position 1 through 5 as the worst servicer by far. **My testimony illustrates OneWest Bank's consistent and deliberate failure to comply with Federal Regulations, State Laws, and Consumer Protections in the servicing and foreclosure practices of Reverse Mortgages.**

Repayment and Single Point of Contact

The most common maturity event is the death of the borrower. The family is grieving when they get a repayment letter that is confusing, contradictory, deceptive, and frankly no consumer could understand what this letter says.

The repayment letter makes it critical to have a Single Point of Contact and Customer Support Staff trained a) in the regulatory requirements, b) in the maturity/foreclosure process, c) to provide guidance and d) to help the consumer understand and exercise their rights and options.

All OWB documentation states a SPOC will guide the consumer through the process.

- **No Single Point of Contact;**
- **No Customer Support;**

Customer Support Reps

- **Obstruct consumer efforts to repay the loan balance or the 95% option;**
- **Refuse to grant HUD authorized time extensions;**

Legal Determination

- **Make a legal determination on the validity of consumer documents**
- **Refuse to speak to heirs without proof of legal authority.**

- **Require the consumer to record their Trust - a violation of consumer privacy rights, state laws and federal regulations.**

Accelerate foreclosure and auction

- **Initiate foreclosure as soon as 60 to 90 days after the death of the borrower:**
- **Use State laws to violate HUD regulations to accelerate foreclosure.**
- **Auction property when consumer has provided proof funding or contract for sale.**
- **Charge unauthorized legal and foreclosure related fees caused by acceleration of foreclosure;**
- **Claim Non-borrowing spouses have fewer rights than other heirs.**

NON-BORROWING SPOUSE

Non-borrowing spouse issue is a mess and not because of the consumer

We have all heard the commercials “A reverse mortgage is a safe government insured loan used to supplement retirement and allows seniors to stay in their homes until they die”.

No couple thinks on their own “let’s get a reverse mortgage and take one of us off title so when the other dies the survivor can be evicted”

This is a problem caused by HUD, by the Lender at origination and made worse by OWB practice of accelerating foreclosure. ML 2015-03 excludes virtually all surviving spouses from relief as evidenced by Secretary Castro’s letter in my supplemental documentation.

I urge regulators, HUD and OWB to come together in a responsible way. Put *a moratorium on foreclosures for Non-Borrowing Spouses until HUD has a policy that is a clear solution for Surviving Spouses.*

- 1. I urge regulators to deny the application of OWB and Cit Financial.**
- 2. Investigate, audit, and review individual OWB Reverse Mortgage Loan Files: a) for the servicing and foreclosure deficiencies I have put forward b) to ensure compliance with existing laws and regulations and especially consumer rights..**

The supplemental documentation submitted with my testimony supports the facts of my testimony.

February 26, 2015

Scott Turner, Vice President, Community Engagement
Federal Reserve Bank of San Francisco
101 Market Street
San Francisco California 94105

Ivan J. Hurwitz
Vice President, Bank Applications Function
33 Liberty Street, New York, NY 10045-0001
comments.applications@ny.frb.org

Re: *Opposition to CIT Group Application to Acquire IMB and OneWest Bank*

Subject: **Supplemental Presentation Materials to Jolley Testimony on February 26, 2015**

Dear Mr. Turner,

This is my supplemental documentation in support of my testimony at the public hearing on February 26, 2015 at the Federal Reserve Bank in Los Angeles. Financial Freedom/OneWest Bank (hereinafter referred to as OWB) deliberately and consistently violate all Federal Regulations, State Laws and Consumer Protections in the servicing, maturity and foreclosure of their Reverse Mortgage Loan files. The statements in my letter of October 10, 2014, my response to Mr. Otting's letter on February 7, 2015, and the testimony given here today are facts, facts that can be substantiated with physical evidence and consumer testimony. Additional physical evidence is available upon request.

Moreover, the long standing problem with this product, and particularly with this lender, is that while there might an infinite number of "stringent" regulations and laws that are in place, as long as any regulatory agency fails to take responsibility with a concrete program of oversight, enforcement, and auditing of individual consumer loans or individual consumer complaints, OWB will continue to silence the consumers' voices. There is simply no accountability.

With respect to the Regulators time, and in the spirit of brevity, I am going to limit my responses to specific topics 1) The Repayment Letter; 2) Lack of a Single Point of Contact and lack of any Customer Support; 3) Acceleration of Foreclosure and Auction; 4) The Non-Borrowing Spouse issue 5) Top 20 Consistent Servicing Violations and Deficiencies

1. REPAYMENT LETTER SENT UPON DEATH OF BORROWER(S)

After the borrower(s) death the repayment process begins with a "Repayment Letter". The OWB Repayment Letter is confusing, contradictory, deceptive, not in compliance with HUD regulations, and frankly no consumer could understand what this letter says or means to them. Upon receipt of a repayment letter the consumer is confused, intimidated, and threatened wondering how soon they may lose their property or be evicted. *The repayment letter makes it critical to have a Single Point of Contact and a Customer Support Staff trained a) in the regulatory requirements, b) in the maturity/foreclosure process, c) to provide guidance to explain the requirements and d) to help the consumer understand and exercise their rights and options.*

A true and correct copy of a OWB Repayment Letter (5 pages) is attached hereto as *EXHIBIT "1" and, Examples of contradictory, confusing and non-compliant points in repayment letter EXHIBIT "2"*

2. NO SINGLE POINT OF CONTACT & NO CUSTOMER SUPPORT

There is no Single Point of Contact program and there is no customer service/support. It does not exist.

OWB states in their documentation beginning with the "Repayment Letter" in pertinent part:

"We want to assure you we are available to help you through this process. We will be attempting to contact you by telephone throughout this process to learn the current status of your efforts to satisfy the loan. Please feel free to contact your maturities department administrator if you have any questions or concerns. The administrator assigned to this loan is Luisandra Hart (or Luisandra Miranda-Maisonet) and is available Monday – Friday."

More than 350 OWB consumers report that all attempts to reach Ms. Hart and/or efforts to obtain a Single Point of Contact were virtually impossible. Consumers are told by OWB customer support that Ms. Hart is "unavailable", "doesn't take calls" or "doesn't make calls". Contrary to OWB written communications, Ms. Hart does not reach out or contact consumers. Interestingly, the same applies with attempts to reach a "supervisor". To be fair, in 9 years of working with consumers, two (2) consumers have reported contact with Ms. Hart and that they found her congenial.

Consumers state that more than 90% of the time they initiate contact with OWB but speak to a different customer support representative each time. Each OWB representative tells the consumer a different story about what is required, what deadlines exist, but mainly deny any request the consumer makes. The customer support representatives obstruct the consumer from exercising their rights, provide no meaningful guidance, are not helpful, apparently have no knowledge or training of regulatory requirements, and always refuse to put anything in writing. Common sense dictates such

consistent behavior of OWB staff at the Single Point of Contact and Customer Support level is not an individual decision but rather part of OWB's Policies and Procedures or direction from the OWB Executive Level

3. ACCELERATION OF FORECLOSURE

In this section I am referencing Acceleration of Foreclosure to Consumers who are in compliance with all regulations and attempting to exercise their right to time and repayment of the loan according to HUD Regulations. When OWB accelerates foreclosure prematurely they add foreclosure related costs and legal fees to the loan payoff, caused by the OWB decision to accelerate foreclosure and auction of the property. This can result in thousands of dollars of unnecessary costs to the consumer.

Regarding the timeline to satisfy the loan - The majority of consumers report initiation of foreclosure 30 to 90 days after the repayment letter is mailed. However, some consumer's have said they received a pre-foreclosure letter at the same time as the as the repayment letter. Some others report a longer time, but *always months prior to the expiration of time allowed by HUD regulations.*

One of the unvarying aggressive business practices of OWB is to (fast track) foreclosure and set auctions even when a consumer provides all required documentation. OWB basically refuses to allow the consumer to repay the loan for the loan balance or 95% of the appraised property value.

The following example highlights OWB's complete failure to follow regulations, provide a Single Point of Contact or customer support, to allow the consumer to pay off the loan balance, and **accelerate foreclosure and auction.**

Example: Consumer (EL) provided OWB proof of loan approval to satisfy the balance of the loan. OWB scheduled three (3) auctions in 6 weeks (9/17/14, 10/17/14 and 10/31/14). Only with intervention from HUD were these auctions postponed with hours to spare. Escrow proceeded and certified funds were sent to OWB per their own loan payoff statement. OWB refused to accept the certified funds and demanded additional legal fees because OWB chose to list the property for auction a 4th time. OWB's statement to escrow "If the additional fees for listing the property for auction are not paid immediately OWB will return the certified funds and auction the property." In order to close the loan the consumer was forced to pay \$2,015.60 in foreclosure related costs and legal fees for the decision of OWB to accelerate foreclosure and auction 4 times.

4. NON-BORROWING SPOUSE

I am not an attorney and am not going to discuss the Non-Borrowing Spouse legal issues or cases in District Court. I will state the obvious using plain language and common sense. The reverse mortgage program was created as way for seniors to remain in their home until they die.

The marketing to this day promises "A reverse mortgage is a safe government insured loan that allows seniors to stay in their homes until they die" Contrary to Mr. Otting's statement "*some couples deliberately did not include the younger spouse on the loan in order to increase the initial disbursement amount and related line of credit available under the loan.*" is false and absurd. No consumer gets a reverse mortgage for the disbursement.

No married couple would think on their own to remove one spouse from title of their joint property. In the majority of cases the couple has been married for many years – 20, 30, 40, 50 years or more, and owned the property together for the same amount of time. It's their home.

Recent example (KH): When this loan was originated the husband was 65 and the wife 60. The originating salesperson told the couple she only needed to take her name off title until she was 62. The couple was very concerned about the wife being unprotected and giving up her right to the property. The salesperson assured them she would be able to get on title as soon as she turned 62 and would still be protected. Two years after the origination of the reverse mortgage, on her 62nd birthday the couple met with their Trust Attorney and was informed that they would have to refinance into a new reverse mortgage and bring \$60,000 to close the loan in order to have her name back on title. That was impossible because of the first reverse mortgage. Of the main points to getting a reverse mortgage is so the consumer doesn't have any large cash outlays. No consumer can or would pay \$60,000 to get a 2nd reverse mortgage. Her case is the typical scenario for non-borrowing spouses.

The borrower (husband) died 5/12/14. Ten (10) days after his death OWB sent a repayment letter and a pre-foreclosure letter to the Non-Borrowing Spouse. OWB has denied all consumer rights as to time/extensions, right to purchase or sell the property, made a legal determination to the validity of her Trust, refused to speak to her directly, and refused to respond to three (3) separate requests by consumer and her attorney regarding her ability to qualify to retain the property as a Non-borrowing spouse.

Reality of what happens in the Non-Borrowing Spouse circumstance:

1. The originating lender tells the couple to take one spouse off title. A few common reasons given by the lender - to qualify faster, get more money, one isn't yet 62, or when both are age qualified take the younger one off so you don't have to bring money to closing, etc. Consumers were told the non-borrower would still be protected, could get their name right back on title or would automatically be on title at age 62. All consumers in this situation report they were never told the following: "The non-borrowing spouse is giving up their interest in the property." "The property becomes the sole asset of the Borrower." "To 'get the non-borrower on title' will require a refinance of the existing reverse mortgage (this option is generally not available because there is no remaining equity, the consumer would have to bring thousands to close, or the PLF)." "The non-borrowing spouse is unprotected and the loan will become due and payable upon the death of the borrowing spouse." Most consumers report: *If the couple had been informed of any of this they would never have agreed to a reverse mortgage.*
-

2. When the Borrower dies, the majority of Non-Borrowing Spouse's will be unable to repay the loan for either 95% of the appraised value or the loan balance as the equity was consumed by the compounding interest and fees of the reverse mortgage. The lender will foreclose and auction the property."
3. The way that both HUD and the loan Servicers (OWB) are handling this situation begs the question "What is the purpose of foreclosing and evicting the unprotected the Surviving Spouse?" At origination of the reverse mortgage, both HUD and the lender knew what the outcome would be for the Surviving Spouse and yet did not provide any clear disclosure of the consequences to the consumer: When the loved spouse (Borrower) dies the Surviving (non-borrower) Spouse will have no money, nowhere to go, could be homeless and dependent on government social service programs at end of life.

RECOMMENDATION FOR NON-BORROWING SPOUSE ISSUE

1. Mr. Otting states "We would fully support a moratorium on foreclosures of Non-Borrower Spouses if HUD were to issue such a directive." Both OWB and HUD should act as a TEAM. Create a moratorium on foreclosures for Non-Borrowing Spouses until HUD has a policy that clearly is a solution that provides the Non-Borrowing Spouse the opportunity to remain in their home.

*** The new Mortgagee Letter 2015-3 essentially excludes all Non-Borrowing Spouses from being able to remain in the property. *This is not a solution.* This problem was not created by the actions of the consumer but by HUD and the Lender. Fix it.

5. OWB SERVICING DEFICIENCIES & VIOLATIONS OF FEDERAL REGULATIONS

1. Mislead/deceives Consumers in written and verbal communications and fail to inform the consumer of their HUD rights and options;
 2. No Single Point of Contact;
 3. No Customer Support;
 4. Refuse to grant "initial 6 month grace period" from death of the borrower. *OWB has granted "an initial 6 month grace period" in writing on a rare occasion;*
 5. Customer Support Reps obstruct consumer from exercising their rights and deny requests for payoff statements, appraisals, or any other rights;
 6. Customer Support claims they did not receive consumer documents such as letter of intent, extension request, trust, etc. Or, didn't receive documents in time, or not in the proper format;
 7. Refuse to grant HUD authorized time or extensions;
 8. Make a legal determination on the validity/and or legal authority of consumer documents such as trusts, wills, or affidavit of heirship. Demand Trusts are recorded violating privacy rights, state laws and federal regulations.
-

9. Refuse to speak to heirs without proof of legal authority to represent borrower's estate. May require the consumer to retain legal counsel, or a court order at an unnecessary cost to the consumer;
10. Refuse to wait for probate to be complete before initiating foreclosure. *The HUD contractor, Deval now Novad, waits for probate to be completed no matter how long it takes and does not foreclose;*
11. Charge consumer unauthorized legal fees and foreclosure related fees caused by OWB's acceleration of foreclosure;
12. Appraisals;
 - a. Charges consumer appraisal fees for exterior only appraisals not in compliance with 24 CFR 206.125 & HUD Handbook
 - b. Refuses to perform the HUD required appraisal or provide the consumer with a copy of the appraisal to determine the 95% option.
 - c. Inflates appraisal to prohibit consumer from the 95% option
 - d. Claims the consumer must pay for the appraisal (also in Repayment letter)
13. Accelerates foreclosure and auction;
14. Claim Non-borrowing spouses have fewer rights than other heirs per HUD regulations – they have only 90 days from death of the borrower before foreclosure;
15. Use of State laws to violate HUD regulations to accelerate foreclosure. *Example: CA NOD Declaration & HUD FAQ's SEE EXHIBIT 3*
16. Refuse to allow heirs to repay the loan balance;
17. Refuse to allow the heir to repay the loan at the 95% option – short sale;
18. Refuse to allow the heir a Deed in Lieu in the case of a will or intestate borrower unless the heir pays for probate. Can result in a cost to consumer of many thousands of dollars for no benefit;
19. Falsifies loan status information to HUD in order to gain approval to foreclose
20. Auction property even when consumer has provided proof of loan approval or a contract for sale;

NOTE: All HUD regulations are the same for every reverse mortgage servicer. In my experience as a Consultant with more than 150 OWB loan files and more than 500 consumer experience documents, every other servicer except OWB is 80 to 90% compliant with HUD regulations and consumer rights.

Repayment Process EXHIBIT 4

REPECTFULLY SUBMITTED RECOMMENDATIONS:

1. Investigate, audit, and review individual OWB Reverse Mortgage Loan Files: a) for the servicing and foreclosure deficiencies I have put forward b) to ensure compliance with existing laws and regulations and especially consumer rights..
 2. Investigate, audit, and review OWB's Policy and Procedure Manual, Maturity/Foreclosure Manual, Quality Assurance Program, and Training Program to ensure compliance with existing laws and regulations.
-

3. **OWB must create a strong CRA plan that includes reinvestment of deposits back into the communities from which they came. Based on the history of OWB the CRA plan needs to have accountability and enforcement triggers built in**
4. Regulators must task some agency to have responsibility for compliance, auditing and enforcement of individual consumer loan files and complaints. As it stands there is no agency the consumer can turn to for help in exercising their rights.

If you have any questions about my testimony, or wish to talk further, please feel free to contact me at (805) 402-3066

Very Truly Yours,

Sandy Jolley

Sandy Jolley
Reverse Mortgage Suitability and Abuse Consultant
Certified HUD Counselor

Cc: California Reinvestment Coalition
Janet Yellen, Chair, Federal Reserve Board of Governors
Thomas Curry, Comptroller, OCC
Martin Gruenberg, Chair, FDIC
Mel Watt, Director, FHFA
Richard Cordray, Director, CFPB

EXHIBIT LIST

- Exhibit 1 Repayment Letter (one version)
- Exhibit 2 Contradictory, Confusing and Non-Compliant points in
Repayment Letter
- Exhibit 3 Use of State Law to Violate HUD Regulations
HUD FAQ's
- Exhibit 4 Repayment Process & Other Servicer Practices
- Exhibit 5 Secretary Castro HUD letter re: ML 2015-03

SUPPLEMENTAL TESTIMONY OF SANDY JOLLEY
PUBLIC MEETING FEBRUARY 26, 2015, 8 AM to 4 PM
FEDERAL RESERVE BANK, LOS ANGELES BRANCH

EXHIBIT 1

SUPPLEMENTAL TESTIMONY OF SANDY JOLLEY
PUBLIC MEETING FEBRUARY 26, 2015, 8 AM to 4 PM
FEDERAL RESERVE BANK, LOS ANGELES BRANCH



OneWest Bank, FSB
P.O. Box 85400
Austin, TX 78708
Telephone: 866-727-4303
Fax: 866-447-2022

[REDACTED]
Estate of [REDACTED]
[REDACTED]
[REDACTED]

Re: Borrower: [REDACTED]
Property Address: [REDACTED]
FHA Case No: [REDACTED]
Home Equity Conversion Mortgage

Home Equity Conversion Mortgage Repayment Notice

To [REDACTED]

We are saddened to have recently learned of the passing of [REDACTED] and wish to convey our deepest sympathy to you and all family and friends.

As you may be aware, [REDACTED] obtained a reverse mortgage secured by the above-referenced property and serviced by OneWest Bank, FSB (d/b/a Financial Freedom, a division of OneWest Bank FSB, "Financial Freedom"). Unlike traditional forward mortgages, reverse mortgages permit seniors to tap the equity they have built up over the years in their home without requiring monthly mortgage payments to satisfy the loan obligation. Upon the occurrence of a maturity event, such as the borrower's passing, the loan becomes due and payable. As we notify you now that the above referenced loan is due and payable, we are hopeful that our services have been true to our mission and have enhanced the financial security and independence of [REDACTED].

Since the above-referenced loan is a Home Equity Conversion Mortgage sponsored by the Federal Housing Administration ("FHA"), we are required, as the loan servicer, to comply with certain guidelines promulgated by the United States Department of Housing and Urban Development ("HUD"). Among those guidelines, HUD requires us to communicate with you about making arrangements to repay the loan within 30 days, or by [REDACTED] whichever is later. It is important that you understand that this does not necessarily mean that you must tender full repayment proceeds within this 30-day period, but simply that you are responsible within this time period to advise us whether you intend to pay off the loan (whether by refinancing, use of other estate proceeds or by sale of the property), when you expect to be able to tender the payoff proceeds and what steps you will be taking to accomplish repayment.

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.



OneWest Bank, FSB
P.O. Box 85400
Austin, TX 78708
Telephone: 866-727-4303
Fax: 866-447-2022

If you do not communicate with us within 30 days, or by [REDACTED] whichever is later concerning these matters, foreclosure proceedings may be initiated. If foreclosure proceedings are initiated, fees and costs associated with a foreclosure action, will be added to the loan balance, unless adequate documentation is received as proof you are actively marketing the subject property or attempting to pay off the loan.

Note that if adequate documentation is not received, HUD mandates that we begin foreclosure proceedings *no later than* six months after the date of this letter (unless HUD approves an extension). Thus, while foreclosure proceedings may not commence within 30 days, or by [REDACTED] whichever is later, foreclosure proceedings may be initiated sooner than six months after the date of this letter.

Therefore, we ask that you complete the enclosed "Proposed Loan Repayment Schedule" and return it to us in the enclosed envelope within 30 days, or by [REDACTED] whichever is later. This form details your plans for paying off the loan. In the meantime, it is imperative that you contact our office as soon as possible so that we may arrange any necessary extensions of time from HUD. As part of this process, you may be contacted by an FHA-approved appraiser to schedule an appointment to perform an appraisal of the above-referenced property at the expense of the estate.

As of [REDACTED], the balance of the above-referenced loan was approximately [REDACTED]. Please understand that this is not a payoff figure and is provided only to give you an approximation of the amount currently owing under the loan. You will need to contact us prior to submitting payoff funds to obtain an updated payoff figure. Please contact Financial Freedom at 866-727-4303 to provide evidence of your representation of the estate and obtain the exact amount due.

There are other factors we feel are important to bring to your attention. Until the loan is repaid, interest and monthly servicing fees will continue to accrue and be added to the principal balance of the loan. This means the loan balance will continue to grow until the loan is paid off. In addition, until the loan is paid off, property taxes must continue to be paid and hazard insurance must be kept in force. Please refer to the enclosed Repayment Notice for additional information on matters that should be taken into consideration in arranging repayment of the loan.

Below are the options available to you for satisfying the maturity or default condition:

1. You may pay the outstanding balance of the reverse mortgage in full. If the borrower's estate believes the value of the property is less than the outstanding balance, at the estate's request and expense, the servicer will arrange for an appraisal, and the debt may be satisfied by paying 95% of the appraised value.
2. The property may be sold for the lesser of the outstanding balance of the reverse mortgage, including shared appreciation, if any, or 95% of the appraised value with the net proceeds paid to the mortgagee. If you wish to sell the Property and the proceeds from any sale will not pay the loan in full, you should be aware that the mortgage will only be released if the property has no junior liens and is sold for at least 95% of the appraised value with the net proceeds paid to the mortgagee.
3. Under certain circumstances, we may be able to accept a Deed-in-Lieu of Foreclosure, which avoids the entire foreclosure process by permitting you to deed the Property to the mortgagee of the reverse mortgage loan. If you are interested in this option, you must notify us in writing within 30 days, or by [REDACTED] whichever is later. Please be aware that all parties with an interest in the Property may need to consent to the Deed-in Lieu transaction or execute the deed delivered to the mortgagee.



OneWest Bank, FSB
P.O. Box 85400
Austin, TX 78708
Telephone: 866-727-4303
Fax: 866-447-2022

You may qualify for a time extension to satisfy the loan and avoid initiation of foreclosure proceedings. To determine whether you qualify for an extension, we must receive from you the following items within 30 days, or by ~~_____~~ whichever is later:

- **Fill-out and return the enclosed Proposed HECM Loan Repayment Schedule. A pre-addressed postage paid envelope is enclosed for your use.**
- **If you are acting on behalf of the estate of the borrower(s), provide proof of appointment as a legal representative of the estate, or provide evidence that the process for such appointment has been initiated.**
- **Provide adequate documentation as proof you or your representative are actively marketing the subject property or attempting to pay off the loan. (Unless you are requesting a Deed-in-Lieu of Foreclosure.)**

If you recently provided any of the above information to us, please contact us at the number listed below to confirm our receipt.

Unless the outstanding balance of the reverse mortgage is paid-in-full within 20 days of this letter, a full appraisal of the property, at the expense of the estate, will be required. You may receive a call from our appraisal vendor in the coming weeks to attempt to schedule an appointment for an appraiser to visit the property.

For a HUD-approved foreclosure counselor, visit: <http://www.hud.gov/offices/hsg/sft/hcc/fo/>, or call the toll-free housing counseling telephone referral service at 800-569-4287.

We want to assure you we are available to help you through this process. We will be attempting to contact you by telephone throughout this process to learn the current status of your efforts to satisfy the loan. Please feel free to contact your maturities department administrator if you have any questions or concerns. The administrator assigned to this loan is Luisandra Hart 866-727-4303 and is available Monday – Friday from 7:00 a.m. – 5:00 p.m. CST.

Respectfully,

Luisandra Hart
Reverse Mortgage Servicing Department



OneWest Bank, FSB
P.O. Box 85400
Austin, TX 78708
Telephone: 866-727-4303
Fax: 866-447-2022

**REPAYMENT NOTICE
HOME EQUITY CONVERSION MORTGAGE**

The U.S. Department of Housing and Urban Development requires that we provide you with the following information that applies to repayment of your Home Equity Conversion Mortgage (HECM). Please read it carefully.

As detailed in Paragraph 9 of the security instrument, a HECM is automatically due and payable when all mortgagors have died or cease to occupy the property as their principal residence, when all mortgagors have sold or conveyed title to the property, or when the loan is in default. You are receiving this notice because the borrower has passed away.

- * The debt must be paid in full; or good marketable title to the property must be deeded to the investor.
- * If the borrower (or the borrower's estate) believes the value of the property is less than the outstanding balance, at the borrower's request and expense, the servicer will arrange for an appraisal, and the debt may be satisfied by paying 95 percent of the appraised value.
- * The mortgage will be released and no deficiency judgment will be taken if the property has no junior liens and is sold for at least 95 percent of the appraised value with the net proceeds paid to the investor, even if the debt is greater than the appraised value.
- * Foreclosure may be initiated. If foreclosure is initiated, foreclosure fees, and costs associated with a foreclosure action, will be added to your balance unless you can provide adequate documentation as proof the subject property is actively marketed or you are attempting to pay off the loan. However, this will not be commenced in less than 30 days from the date of this letter.
- * If the borrower meets the conditions stated in the Security Instrument regarding discontinuance of the lender's enforcement of the Security Instrument, the borrower will have the right to have the Lender's enforcement of the Security Instrument discontinued and to have the Note and the Security Instrument remain fully effective as if immediate payment in full had never been required.
- * The borrower has the right in any lawsuit for foreclosure and sale to argue that the borrower has kept borrower's promises and agreements under the Note and Security Instrument, and to present any other defenses that the borrower may have.



OneWest Bank, FSB
P.O Box 85400
Austin, TX 78708
Telephone: 866-727-4303
Fax: 866-447-2022

Proposed HECM Loan Repayment Schedule

Borrower(s) Name: _____
Loan No: _____
Investor No: _____
Property Address: _____

How will the loan be repaid:
 From proceeds of the sale of the property.
 From personal funds.
 Other sources, such as refinance. Please describe: _____

Is the property currently vacant? Yes No
Is the property currently listed for sale? Yes No

If so, please include a copy of the listing agreement and complete the following:

Listing Agent: _____
Telephone number: _____

If the loan is payable due to death of all borrowers, please provide a copy of the death certificate.

Has an Executor been appointed? Yes No
Executor's Name: _____ Phone: _____

If executor was appointed by court, please provide Letters of Appointment.

If you require assistance from Financial Freedom in arranging for disposition of the property, please explain: _____

Completed by: _____ Date: _____
Please print name and address: _____

Telephone: _____

**Please be advised FF has changed the policy regarding documents signed by an Attorney-in-Fact (AIF).
Going forward, when a document is signed by an AIF on behalf of a borrower, the following language must be used:**

(sign name) as Attorney-in-Fact for _____, under the Power of
(print borrower's name)
Attorney dated _____.

Please be advised that in addition to the Loan Repayment Schedule, we ask that you forward the documents listed below. Our receipt of these documents will allow us to assist you through this process.

Note that the applicability of the documents listed varies based on the reason for the loan being "matured" and all documents listed will not be applicable to your situation.

- 1) A copy of the Power of Attorney or Guardianship document
- 2) If you are planning to refinance, a copy of the loan approval letter from your new lender
- 3) If you are selling the home with a realtor, a copy of the listing agreement
- 4) If you are selling the home yourself, please provide proof of these attempts
- 5) When you accept an offer to sell the property, provide a copy of the sales contract
- 6) A copy of death certificate
- 7) A copy of court appointment for Executor or Personal representative OR a copy of Borrower's Trust appointing Successor Trustee
- 8) We are also required to obtain an appraisal. Please provide contact information (name and telephone number) of someone who can grant access to the property. Please keep Financial Freedom informed of any developments.

Please feel free to contact us if you have any questions or concerns.

EXHIBIT 2

SUPPLEMENTAL TESTIMONY OF SANDY JOLLEY
PUBLIC MEETING FEBRUARY 26, 2015, 8 AM to 4 PM
FEDERAL RESERVE BANK, LOS ANGELES BRANCH

EXHIBIT 2
REPAYMENT LETTER POINTS

The OneWest Bank repayment letter is confusing, contradictory, and deceptive, not in compliance with HUD regulations, and frankly no consumer could understand what this letter says or means to them.

Confusing and incorrect points in repayment letter:

- States numerous times the loan must be paid in full in 30 days from the date of the letter.
- Page 2 – Unclear if foreclosure is going to initiate within 30 days, after 30 days, within 6 months or after 6 months. Extensions are not mentioned at all
- Pg 2 #1 – Stated incorrectly – see 24 CFR 206.125 and HUD handbook – lender is responsible for paying for the interior/exterior appraisal
- Pg 2 #2 – completely confusing – no purpose to consumer
- Pg 2 #3 – incorrect language and timing
- Pg 3 P1 – incorrect language re: time and extensions
- Pg3 Pt2 – Not a HUD requirement to show legal authority 30 days after death
- Pg 3 Pt3 – Not a HUD requirement to provide proof of actively marketing property until 6 months expired
- Pg3 P3 – “Unless the outstanding balance of the reverse mortgage is paid in full within 20 days of this letter, a full appraisal of the property at the expense of the estate will be required” COMPLETELY WRONG
- Pg 3 P5 – re: Single Point of Contact – Luisandra Hart or Miranda-Maisonet
- Pg 4 – Repayment Notice HECM required by HUD – this is more clear about the consumer rights but still not in language that the consumer can easily understand to make a decision. There is no guidance regarding for the consumer to exercise their rights or obtain the HUD authorized time to do so
- Pg 4 Pt4 – Foreclosure may be initiated – FF is using this to accelerate foreclosure and charge legal fees and foreclosure related fees when the consumer is in compliance to avoid foreclosure.
- Pg 5 – FF proposed repayment schedule: NOT REQUIRED WITH RESPONSE TO REPAYMENT LETTER
- Consumers are only required to provide the lender a letter of intent regarding the property in response to the repayment letter, their legal authority and request for an initial 6 months to determine their chosen option for the property. If the consumer needs time beyond the 6 months they can request 2 90 day extensions and will need to provide proof of loan application or listing agreement. FF should not initiate foreclosure while the consumer is in compliance.
- Pg 6 – Required documents – The only required document at this point is the death certificate and a Trust (if available) None of the other documents listed are required or used in any way to assist the consumer in any way

Jolley response re: OWB Reverse Mortgage Servicing

EXHIBIT 3

SUPPLEMENTAL TESTIMONY OF SANDY JOLLEY
PUBLIC MEETING FEBRUARY 26, 2015, 8 AM to 4 PM
FEDERAL RESERVE BANK, LOS ANGELES BRANCH

EXHIBIT 3
USE OF STATE LAW TO VIOLATE HUD REGULATIONS

California Example: Use of the California Homeowner's bill of rights by OWB to accelerate foreclosure and violate HUD Regulations.

This law cannot be used to violate the consumer's rights and HUD regulation 24 CRF 206.125 as to time and repayment of the loan. Only in the event that a State law provides more protections to the consumer can it preempt Federal Regulations.

The same applies in reverse: If Federal Regulations provide more consumer protections than State Law then Federal Regulations preempt State Law..

I have attached the HUD FAQ's for clarification. #1 is regarding the time in order not to cause stress to the consumer (6 months plus 90 days before initiation of foreclosure) – such as receiving a notice of default such as this one. #10 regarding options to satisfy the loan.

OWB Process

OWB ignores Federal Regulations and the Heir's rights by recording a NOD with a certified Declaration that states:

Declaration #3 "No contact was required by the mortgage servicer because the Individual(s) identified above did not meet the definition of "borrower" pursuant to subdivision © of California Civil Code 2020.b"

This is a clear violation of HUD Regulations that require all known heirs be contacted and informed of the rights regarding time and repayment of the loan.

See attached OWB Declaration certified by Ken Fleming of OWB.

Jolley response re: OWB Reverse Mortgage Servicing

Declaration of Mortgage Servicer Pursuant to
Civil Code §2923.55(c)

Borrower(s):
Mortgage Servicer: OneWest Bank N.A.[®]
Property Address:
T.S. No.:

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares that:

1. The mortgage servicer has contacted the borrower pursuant to California Civil Code §2923.55(b)(2) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since the initial contact was made.
2. The mortgage servicer has tried with due diligence to contact the borrower as required by California Civil Code §2923.55(f), but has not made contact despite such due diligence. Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required by the mortgage servicer because the individual(s) identified above did not meet the definition of "borrower" pursuant to subdivision (c) of California Civil Code §2920.5.
4. The requirements of California Civil Code §2923.55 do not apply because the loan encumbering the above-referenced property is not secured by a first lien mortgage or first lien deed of trust that secures a loan, or that encumbers real property, described in California Civil Code §2524.15(a).

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

OneWest Bank N.A.[®]

Dated: 8/8/2014

By: 
Name (Print): Ken Fiering
Title (Print): Maturities Administrator

HECM Servicing Frequently Asked Questions (FAQs)

- 1. In some situations, adherence to the first legal action to initiate foreclosure timeframes for HECM mortgages may appear to be contradictory to the borrower or to his or her estate. Will HUD consider extensions to initiate foreclosure? Revised 4/23/2013**

This occurs most frequently where specific states have expanded or enhanced the pre-foreclosure notification requirements. In many states, the HECM mortgagee must begin the foreclosure process by sending the foreclosure notifications including the Notice of Intent to Foreclose (NOI) earlier than required in the past. In some situations, those notifications must be sent 60 to 90 days prior to taking the actual first public legal action to initiate foreclosure, causing confusion and stress to the borrower or their estate.

Effective **May 22, 2013**, HUD allows mortgagees servicing HECM loans a 90-day extension to take the first public legal action to initiate foreclosure as required by 24 CFR 206.125(d), following expiration of the six month period during which the mortgagor or mortgagor's estate attempts to sell the property. This 90-day extension to take first legal action for initiation of foreclosure is applicable only in cases where the mortgagor or the mortgagor's estate was actively marketing the subject property or attempting to pay off the loan. The extension is not provided to allow the mortgagor or the mortgagor's estate additional time before they begin marketing the property or to take the property off the market for a temporary period. It is provided for the mortgagee to allow the mortgagor or their estate the full six months (plus any additional time approved under the regulations) to market the property, and then have sufficient time to perform the required notifications and meet the first legal deadline for the jurisdiction as established in Mortgage Letter 2005-30.

The authorization dated September 24, 2010 making 90-day "servicer" extensions to take first legal action for initiation of foreclosure applicable **on all cases**, with the exception of those in which the mortgagor or mortgagor's estate has clearly indicated that they will not pursue sale or deed in lieu of foreclosure, **is rescinded immediately**. HUD will honor the extension on all cases which became due and payable prior to April 22, 2013, the effective date of the new policy.

This clarification to existing policy will remain in effect until it is either revised or rescinded by the Department. Where the mortgagee is filing a claim for insurance benefits and is reflecting an approved extension of time based upon this clarification, a copy of this issuance must be provided in the claim package. Mortgagees must correctly identify the following dates in HERMIT: the date of the first legal action to initiate foreclosure; the expiration date of the automatic extension period; the due and

Revised 04/23/2013

payable date; and the date of the mortgagor's death.

2. Where can I find help with HUD's new HECM loan system? New 4/10/2013

HUD's new system for HECM mortgages is called the Home Equity Reverse Mortgage Information Technology, or HERMIT. Help is available online at http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/sfh/hecm/HERMIT_user_guide and also by contacting the HERMIT Help Desk at support@hecmsp.com.

3. Does adding a person to the deed make a HECM loan due and payable? New 4/10/2013

No, as long as one mortgagor retains title to the property and occupies the property as their principal residence, the loan is not due and payable.

4. What is the length of time that a Short Sale appraisal is valid? Revised 4/10/2013

As of the issuance of Mortgagee Letter 2009-30, dated September 18, 2009, the validity period for all appraisals on existing, proposed and under construction properties is 120 days. This change aligns FHA's requirements pertaining to the validity of an appraisal with current industry practices. The required short sale "As-Is" Appraisal is to be prepared by following HUD Handbook 4150.2 (Valuation Analysis for Single Family One- to Four- Unit Dwellings) Appendix A.

HUD may grant an extension of the appraisal validity period if a sales contract is scheduled to close within 15 days of the expiration date. Extension requests for appraisals are not currently available in HERMIT. These extensions will need to be submitted by email to the loan servicing contractor's [HECM Servicing](#) email box along with supporting documentation of the closing date. Please note, this is the only extension type that will continue to be submitted in this manner. All other extension requests must be submitted in HERMIT.

5. What information is required to be included in HECM claims when HUD has approved sale of an acquired property for less than the appraised value? Revised 4/10/2013

With the implementation of HERMIT, claims submitted through the system must contain the appropriate approvals in the system.

For any residual paper claims, please see below:

[HECM claim type 21:](#)

Revised 04/23/2013

- a) If HUD approved a variance in the sales price (to sell the property for less than the appraised value), mortgagees MUST include a copy of the approved variance in the claim package and indicate the variance under "Mortgagee Comments." This information is essential to processing the claim for the appropriate amount.
- b) If the mortgagee sold the property for less than the appraised value AND did not obtain an approved variance, this detail must be annotated under "Mortgagee Comments." This information is essential to processing the claim for the appropriate amount.
- c) HECM 21 claims reviewed and processed on or after June 22, 2011: If the mortgagee's disposition sale price is less than the appraisal amount and the mortgagee did not obtain HUD's approval to sell at a price lower than the appraisal amount, then HUD will calculate the HECM 21 claim by using the appraisal amount as the disposition sale price.

Contact HUD's Claims Branch at FHA_SFClaims@hud.gov for additional guidance or questions regarding filing claims.

With the exception of paper HECM supplementals for claim types 21 and 23, the "HECM Claims Enhancements" section in Mortgagee Letter 2012-17, Home Equity Reverse Mortgage Information Technology (HERMIT) System for the Home Equity Conversion Mortgage, notified mortgagees that original paper claim types 21 and 23 had to be postmarked prior to the HERMIT go-live date. As of October 9, 2012, mortgagees must submit HECM claims through HERMIT.

- 6. There are instances when a borrower has permanently moved from their property or communicated their intent to permanently move and, therefore, immediately requested a Deed in Lieu (DIL) of Foreclosure. Does HUD require mortgagees to request due and payable approval before accepting a DIL? Revised 4/10/2013**

The provisions of 24 CFR 206.125(f) state that in order to avoid the additional delays and costs that would result from a foreclosure action the mortgagee shall accept a DIL of foreclosure if the mortgagee can obtain good and marketable title. Therefore, mortgagees may accept a DIL without having first obtained HUD's due and payable permission where doing so avoids the time delays and costs of foreclosure. Mortgagees shall obtain a written request from mortgagors and shall identify the date of the written request from the mortgagor in block 29 in the HERMIT claim form.

- 7. Will HUD consider allowing the mortgagee to sell an acquired property for an amount less than the appraised value? Revised 4/10/2013**

Revised 04/23/2013

Upon acquisition of a property by foreclosure or a deed in lieu of foreclosure, the mortgagee shall sell the property for an amount not less than the appraised value unless written permission is obtained from The Secretary (24 CFR 206.125(g)).

HUD may review requests to accept an amount that is less than the appraised value on a case-by-case basis and determine if the sale is in the best interest of all parties involved. Please see below for the items required for review.

- Cover Letter
- Signed sales contract with a specified closing date
- Estimated HUD-1 or Net to Mortgagee Sheet
- Current appraisal completed by a HUD Roster Appraiser, no older than 6 months.
- Length of time on market
- Listing prices
- Offers to Date
- Market Statistics

The complete package must be submitted to HUD's Loan Servicing Contractor, via HERMIT, for review.

8. Which default(s) can be cured? Can due and payable approval be rescinded if the reason for default has been cured? Revised 04/20/2012

The Code of Federal Regulations provides, that the Mortgagee shall permit the Mortgagor to cure and reinstate the mortgage except that "The mortgagee may refuse reinstatement by the mortgagor if: (i) The mortgagee has accepted reinstatement of the mortgage within the past two years immediately preceding the current notification to the mortgagor that the mortgage is due and payable; (ii) Reinstatement will preclude foreclosure if the mortgage becomes due and payable at a later date; or (iii) Reinstatement will adversely affect the priority of the mortgage lien."

Mortgagees may submit requests to rescind HUD's due and payable approval by email or fax to HUD's loan servicing contractor. Documentation supporting the cure must be submitted with the request.

9. Who is HUD's loan servicing contractor? New 04/20/2012

The loan servicing contractor HUD employs for the majority of its HECM related functions changes periodically. Contact information for the current contractor is available at HUD's Secretary-Heid Assets Servicing Contractor webpage or by clicking the link anywhere in these FAQs that you see "loan servicing contractor".

Revised 04/23/2013

10. FHA regulations at 24 CFR 206.125(c) permit a sale of the mortgaged property for at least the lesser of the loan balance or 95% of current appraised value if the loan is due and payable. Is a conveyance of the mortgaged property by will or operation of law to the estate or heir after the mortgagor's death within the meaning of "sale?" New 07/19/2011

Yes. When a HECM loan becomes due and payable as a result of the mortgagor's death and the property is conveyed by will or operation of law to the mortgagor's estate or heirs (including a surviving spouse who is not obligated on the HECM note) that party (or parties if multiple heirs) may satisfy the HECM debt by paying the lesser of the mortgage balance or 95% of the current appraised value of the property. FHA regulations at 24 CFR 206.125(b) address time requirements pertaining to a mortgagee's obligation to obtain an appraisal of the property. Every appraisal must be performed by an appraiser whose name is on the FHA Appraiser Roster and must be conducted in accordance with Handbook 4150.2.

HUD's regulations at 24 CFR 206.125(c) state, in part, that "[i]f the mortgage is due and payable at the time the contract for sale is executed, the borrower may sell the property for at least the lesser of the mortgage balance or five percent under the appraised value" (*i.e.*, 95% of the appraised value of the mortgaged property). HUD interprets the word "sale" to include any **post-death** conveyance of the mortgage property (even by operation of law) to the borrower's estate or heirs (including a surviving spouse who is not obligated on the HECM note). A loan payoff that occurs simultaneously with or immediately following such a post-death conveyance will be regarded as a sale transaction for purposes of section 206.125(c).

11. What action constitutes "initiation of foreclosure" on HECM mortgages? New 9/24/2010

Mortgagee Letter 2005-30, issued July 12, 2005, identifies what the Department considers as the first public legal action required to initiate foreclosure in all states and US territories. The same action identified in the mortgagee letter for forward mortgages also applies for HECMs. As provided in 24 CFR 206.125(d)(1), mortgagees are required to commence foreclosure within six months of giving notice to the mortgagor that the mortgage is due and payable, or within six months from the date of the mortgagor's death if applicable. The Secretary may approve additional time to meet this requirement.

12. When is it appropriate to proceed with foreclosure instead of honoring a request for deed in lieu of foreclosure? Revised 06/30/2010

The provisions of 24 CFR 206.125(f) state that in order to avoid the additional delays and costs that would result from a foreclosure action the mortgagee shall accept a DIL of foreclosure if the mortgagee can obtain good and marketable title. Thus, Mortgagees should assess the expediency of DIL versus foreclosure and proceed with whichever option will result in the shortest timeframe and the least expense, so long as good and

Revised 04/23/2013

marketable title can be obtained.

13. Will HUD accept assignment on loans that have forced placed insurance?
Revised 6/30/2010

No. If the borrower does not maintain hazard insurance on their property, thus causing the mortgagee to acquire insurance on their behalf (force placed insurance), that is a failure to perform an obligation under the mortgage. The regulations prohibit assignment of the loan to HUD when the borrower has failed to abide by the covenants of the mortgage and maintain hazard insurance on their property (24 CFR 206.107).

Force placed insurance works as a master policy that insures the mortgagee rather than the borrower's property. These policies are generally not transferrable and are not renewable by HUD.

14. Multiple defaults: If a HECM has been called due & payable for reasons other than death, does the status change if the mortgagor(s) subsequently pass(es) away? Revised 6/30/2010

If after receiving due and payable approval for reasons other than death, but before foreclosure has been initiated, it is determined that the last surviving mortgagor passed away, the mortgagee should allow time for the estate to sell the property. If the estate does not demonstrate interest in selling the property or paying off the loan within any time remaining under the legally required notification letters (i.e. the repayment notice and notice of intent to foreclose) the foreclosure should continue.

In accordance with Mortgagee Letter 2003-22, mortgagees are required to notify the Department of the death of the last surviving mortgagor (see 24 CFR 206.125(a)). This Notice must occur as soon as possible following the death, but no later than 60 days from the date of the mortgagor's death.

15. What closing costs will HUD allow to be deducted from HECM sales proceeds for either mortgagor or mortgagee sales? Revised 6/30/2010

HUD does not dictate what closing costs may be deducted from HECM sales proceeds, but rather controls only what the mortgagee may be reimbursed through the claim process. It is the mortgagee's business decision to allow closing costs for which they may not be reimbursed.

Allowable settlement costs HUD will generally allow reimbursement for include, but are not limited to:

1. Sales commission consistent with the prevailing rate but, not to exceed 6%;
2. Real estate taxes prorated to the date of closing;
3. Local/state transfer tax stamps and other closing costs customarily paid by

Revised 04/23/2013

the seller including the seller's costs for a title search and owner's title insurance;

4. Any charges required by state law or local ordinance to be paid by the seller, such as, but not limited to, attorney fees, probate fees, representative fees (i.e., personal representative for an estate).

Likewise, HUD will reimburse the mortgagee for costs that are customarily paid by the seller on the buyer's behalf in that jurisdiction. Those costs must be itemized on the HUD-1 at closing and may not exceed actual costs. **It is the mortgagee's responsibility to obtain satisfactory documentation to that effect and submit it to HUD with the claim if they request reimbursement for these items.** Lump sum contributions will not be considered.

Unacceptable closing costs, which will not be reimbursed by HUD regardless of local customary allowances, include, but are not limited to:

1. Repair reimbursements or allowances;
2. Home Warranty fees;
3. Tax service fees;
4. Discount points or loan fees for non FHA-financing;
5. Wire transfer fees;
6. Courier or messenger fees;
7. Any items identified only by the term "miscellaneous" or "other".

Claim Filing

All allowable settlement costs not claimed elsewhere in specified item numbers on the claim, with a clear explanation that the cost is customary for the jurisdiction. Documentation of customarily paid charges must be submitted to HUD with the claim package.

- 16. Under normal conditions, if a mortgagor fails to pay taxes and/or insurance, the mortgagee would adjust an existing payment plan to allow the mortgagee to be reimbursed for any advances made. Under Mortgagee Letter 2006-06 mortgagees can't make "forced" changes to a line of credit (LOC) or payment plan changes in Texas after 03/01/06, without the borrower's approval. Is that correct? Revised 5/21/2009**

That is correct. The Texas Constitution prohibits mortgagees from unilaterally amending the terms of the document administering the extension of credit. Therefore, "forced" changes to a tenure or term payment plan cannot be made without the approval of the borrower. Payments for taxes and/or insurance made on or after March 1, 2006 from an existing Line of Credit are not considered a payment plan change.

- 17. When is a mortgagee required to obtain appraisals? New 1/22/2009**

Revised 04/23/2013

Regulations at 24 CFR 206.125(b) state the mortgagee shall obtain an appraisal of the property no later than 30 days after the mortgagor is notified that the mortgage is due and payable, or no later than 30 days after the mortgagee becomes aware of the mortgagor's death, or upon the mortgagor's request in connection with a pending sale. The property shall be appraised no later than 15 days before a foreclosure sale.

18. What are mortgagees expected to do when mortgagors have completed Trust documents on a HECM loan after closing?

Once the mortgagee has either discovered or been advised of the Trust, it is expected to have its legal division review the documents. If there has been a violation of the covenants of the mortgage due to the Trust, the mortgagee should take whatever steps are necessary to rectify the violation. The mortgagor may change the terms of the Trust, or revoke it, to cure the default.

If all attempts to rectify the violation fail, the mortgagee may request permission from HUD to call the loan due and payable. HUD will evaluate the circumstances for declaring the mortgage due and payable and will respond in writing to the mortgagee within 30 days of receipt of the request either approving or denying the request. Until the reason for the default is cured and the loan removed from a due and payable status, the loan is not eligible for the assignment option.

19. Is there any provision for a mortgagee to be reimbursed more than 100% of maximum claim amount?

No, the regulations at 24 CFR 206.129(b) prohibit payment of more than 100% of maximum claim amount.

20. How does repair set-aside affect assignment?

Repairs required as a condition of endorsement must be completed within 12 months of the closing date. The mortgagor's failure to complete required repairs may cause a mortgagee to suspend payments under the payment plan, as required at 24 CFR 206.26(b)(3). Continued failure to complete the repairs is a violation of the mortgage covenants under 24 CFR 206.27(b) and may result in a mortgagee requesting due and payable permission from HUD. Loans that are in due and payable status cannot be assigned to the Department.

Reminder: If a mortgagee requests approval to assign a mortgage that shows funds still set aside for repairs, HUD's contractor will ask the mortgagee to confirm the repairs are complete and the funds have been appropriately disbursed. If there are excess funds after the repairs are complete, they should either be forwarded to the mortgagor or applied to the principal balance of the mortgage.

EXHIBIT 4

SUPPLEMENTAL TESTIMONY OF SANDY JOLLEY
PUBLIC MEETING FEBRUARY 26, 2015, 8 AM to 4 PM
FEDERAL RESERVE BANK, LOS ANGELES BRANCH

EXHIBIT 4
Notes on Repayment Process in General

Below is a breakdown of the repayment timeline and requirements once the last borrower dies. This should be a simple and transparent process to the consumer with the Servicer providing guidance and assistance to help the consumer exercise their right to repay the loan. All major Servicers*** except OWB provide the following:

1. Repayment letter to all known heirs generally within 30 days of death of borrower
2. Single Point of Contact assigned to heir – 90% of time heir will deal only with SPOC.
3. Heir responds with letter of intent within 30-35 days per letter
4. Servicer grants 6 month/180 days to heir to determine best option
 - a. Servicer has full authority to grant 180 days without any requirements beyond the consumer letter of intent, copy of death certificate, & trust (if applicable).
 - b. Servicer does not initiate foreclosure during this time
5. Heir can request (2) 90 day extensions if they need more time by providing proof they are applying for a loan or a provide a listing agreement to show they are actively marketing the property.
6. Servicer obtains HUD approval for 90 day extensions and keeps heirs informed of loan status and any required documents
7. A – Consumer receives loan approval and provides it to Servicer or Consumer provides contract for sale to Servicer.
B. – Servicer provides guidance and instruction on repayment
8. At any time in this process if the consumer has loan approval or a contract for sale the Servicer can stop foreclosure and/or auction of the property to allow the consumer time to finalize the funding and payoff of the loan.

*** 5 Other major Servicers = Sun West, JB Nutter, Champion, Generation, RMS, Wells Fargo (in order of most compliant 1st) All of these servicers provide a single point of contact who is helpful, communicative and generally supportive to the consumer exercising their rights and options. All of these servicers provide the consumer 1 year from the date of death before foreclosure. Generally the year is an initial 6 month period with 2 (90) day extensions. For Wells Fargo it is 120 days with 3 (90) day extensions.

Jolley Response re: Reverse Mortgage Servicing

EXHIBIT 5

Secretary Castro HUD letter
Re: ML 2015-03

SUPPLEMENTAL TESTIMONY OF SANDY JOLLEY
PUBLIC MEETING FEBRUARY 26, 2015, 8 AM to 4 PM
FEDERAL RESERVE BANK, LOS ANGELES BRANCH



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

OFFICE OF HOUSING

FEB 10 2015

Ms. Karen J. Hunziker
P.O. Box 684
Pollock Pines, CA 95726-0684

Dear Ms. Hunziker:

On behalf of Secretary Castro, thank you for your letter of January 13, 2015, regarding your husband's Home Equity Conversion Mortgage (HECM), secured by a property located at 3055 Sly Park Road in Pollock, California. Recently, the Department of Housing and Urban Development (HUD) issued Mortgagee Letter 2015-03, which applies to all HECMs issued case numbers prior to August 4, 2014 and provides, solely at the election of the mortgagee, for a Mortgagee Optional Election Assignment where there is an eligible HECM and an Eligible Surviving Non-Borrowing Spouse. The following information is from HUD's Office of Housing.

As noted in Mortgagee Letter 2015-03, nothing in that Mortgagee Letter confers any right to an Eligible Surviving Non-Borrowing Spouse to an assignment. Further, nothing in Mortgagee Letter 2015-03 interferes with any right of the mortgagee to enforce its private contractual rights under the terms of your husband's HECM. All private contractual rights and obligations remain unaffected by anything in Mortgagee Letter 2015-03. Should you believe that you qualify as an Eligible Surviving Non-Borrowing Spouse, you should contact the mortgagee of your husband's HECM.

A copy of Mortgagee Letter 2015-03 is included for your reference.

Sincerely,

Mark E. Malec
Deputy Director
Office of Single Family Asset Management

Enclosure

TESTIMONY OF JULIE CHENEY
PUBLIC MEETING FEBRUARY 26, 2015, 8 AM to 4 PM
FEDERAL RESERVE BANK, LOS ANGELES BRANCH

Name: JULIE CHENEY
Address: 1020 Treadwell Ave., Simi Valley, CA 93065
Email: beachjak@yahoo.com
Phone: 805 813-0337

Thank you for the opportunity to testify today. My testimony is in opposition to the proposed merger of OneWest Bank and CIT Financial.

My name is Julie Cheney, I live in Simi Valley California and I am an IT Professional.

I was a Successor Trustee of my parents Trust when they were sold a Financial Freedom reverse mortgage they DID NOT need.

At the time of signing the RM documents, my father was in the last month of his life, with terminal cancer on narcotic pain medication. My mother had Alzheimer's disease and was unable to complete a sentence.

A month after my father's death we (the surviving Trustees) found the Financial Freedom loan docs and discovered that my parents received a lump sum of \$80,000 that sat untouched in their bank account.

Upon this discovery, we tried to give the money back to OneWest Bank but they refused. Over the course of a year we tried to repay the 80,000 three times and OWB refused each time.

OneWest Bank knowingly and wrongfully foreclosed on my parent's home 3 times.

The 1st NOD in 2010 falsely claimed that my mother did NOT occupy the property as her primary residence when OneWest Bank had verified evidence she did. This NOD was rescinded with HUD intervention.

The 2nd NOD in 2012 cited the same 2010 occupancy default letter. On the 2nd defective NOD we appealed to the court for an injunction and OneWest Bank voluntarily agreed to rescind the 2nd NOD.

The 3rd NOD was recorded the very same day the 2nd NOD was rescinded. At this point, OneWest Bank cut off all communication with us.

Finally, we received a letter from Gail Balettie Sr. VP of Reverse Mortgage Operations acknowledging our intention to retain the property but demanding certified funds within the 2 business days before the scheduled auction. The payoff included an unverified loan balance, unauthorized legal fees and other foreclosure related fees for OWB's 3 wrongful foreclosures.

Our parents home was wrongfully auctioned by OneWest Bank April 2, 2013

All violations of federal regulations, consumer rights and protections were knowingly directed from the Senior Vice President level or higher.

I request regulators investigate and perform audits of all reverse mortgage loan files for servicing and foreclosure violations and deficiencies I have outlined above. OneWest Bank must be held accountable for their consistent and deliberate failure to service elderly borrowers and their communities.

Additional information:

Over a period of 8 years from 2005 to 2013 OneWest Bank:

- Recorded false documents with the county recorder
- Refused to accept annual occupancy certificates because they were not "certified" by a notary
- Violated our HUD rights & all attempts to retain the property
- Failed to provide a Single point of contact
- Inflated an appraisal in order to prevent us from exercising the 95% option
- Added thousands of dollars in legal fees and foreclosure related fees to the loan balance due to their 3 wrongful foreclosures.
- Wrongfully auctioned our property

Supporting documentation of my testimony is available upon request.

**TESTIMONY OF KAREN HUNZIKER
PUBLIC MEETING FEBRUARY 26, 2015, 8 AM to 4 PM
FEDERAL RESERVE BANK, LOS ANGELES BRANCH**

Name: KAREN HUNZIKER
Address: PO Box 684, Pollock Pines, CA 95726
Email: Heidi.maroun@yahoo.com
Phone: 530 644-4858

Thank you for the opportunity to testify today. My testimony is in opposition to the proposed merger of OneWest Bank and CIT Financial.

My name is Karen Hunziker. I am a 19 year homeowner of the home I shared with my husband in Pollock Pines, California. I am an artist craftswoman.

I am considered a Non-Borrowing Spouse. I was 60 and my husband was 65 when the originating salesperson told us to remove my name from title. Although we were both very concerned that I could be giving up my property rights, the salesperson assured us I would be protected until 62 when I was put on title. On my 62nd birthday my husband and I met with our Trust Attorney who informed us the only way I could be on title was to refinance into a new reverse mortgage and bring \$60,000 to close the loan. That was impossible because of the first reverse mortgage.

My husband passed away in May 2014 and 10 days later OWB sent me a repayment letter and a PRE-FORECLOSURE letter saying they would initiate foreclosure in 30 days.

OWB has denied all HUD rights and consumer protections.

- **OWB claimed I have less rights than other heirs because I am a non-borrowing spouse;**
- **OWB Made a legal determination to the validity of my legal authority as Successor Trustee;**
- **OWB demanded my Trust be recorded violating my privacy rights and California Law;**
- **OWB Refused to communicate with me directly;**
- **OWB used the California Homeowner's Bill of Rights to Accelerate foreclosure, violate Federal Regulations and my consumer rights**

Additionally OWB has failed to provide a Single point of contact. This creates a communication maze impossible to navigate for the consumer to get customer support or guidance:

One day, I called 5 times to verify I received the 90 day extension OWB promised in writing. I spoke to 5 different people all with a different story. In part, I was told:

- *OWB didn't receive the documents faxed multiple times,*
- *The documents needed to be reviewed by their legal department,*
- *I had to call back in 5 days*
- *I used up all my extensions.*
- *I didn't get the documents in on time,*
- *The last person told me my property was scheduled for auction in 30 days.*

At all times OWB refused to put any phone conversation in writing.

My story illustrates the consistent pattern and practice of OneWest Bank to aggressively foreclose and evict non-borrowing spouses from their homes.

I request an Investigation, audit, and review of OWB Reverse Mortgage Loan Files

- **For the servicing violations of Federal Regulations and consumer rights**
- **To ensure compliance with existing laws and regulations.**

Thank You!

Documented evidence of my testimony can be provided upon request.

Attachment: HUD letter stating I have no rights and the lender can foreclose per ML 2015-03

Hunziker page 2 of 2



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF HOUSING

FEB 10 2015

Ms. Karen J. Hunziker
P.O. Box 684
Pollock Pines, CA 95726-0684

Dear Ms. Hunziker:

On behalf of Secretary Castro, thank you for your letter of January 13, 2015, regarding your husband's Home Equity Conversion Mortgage (HECM), secured by a property located at 3055 Sly Park Road in Pollock, California. Recently, the Department of Housing and Urban Development (HUD) issued Mortgagee Letter 2015-03, which applies to all HECMs issued case numbers prior to August 4, 2014 and provides, solely at the election of the mortgagee, for a Mortgagee Optional Election Assignment where there is an eligible HECM and an Eligible Surviving Non-Borrowing Spouse. The following information is from HUD's Office of Housing.

As noted in Mortgagee Letter 2015-03, nothing in that Mortgagee Letter confers any right to an Eligible Surviving Non-Borrowing Spouse to an assignment. Further, nothing in Mortgagee Letter 2015-03 interferes with any right of the mortgagee to enforce its private contractual rights under the terms of your husband's HECM. All private contractual rights and obligations remain unaffected by anything in Mortgagee Letter 2015-03. Should you believe that you qualify as an Eligible Surviving Non-Borrowing Spouse, you should contact the mortgagee of your husband's HECM.

A copy of Mortgagee Letter 2015-03 is included for your reference.

Sincerely,

Mark E. Malec
Deputy Director
Office of Single Family Asset Management

Enclosure

TESTIMONY OF ELIZABETH LAVULO
PUBLIC MEETING FEBRUARY 26, 2015, 8 AM to 4 PM
FEDERAL RESERVE BANK, LOS ANGELES BRANCH

Name: ELIZABETH LAVULO
Address: 1212 W. 400 South, Salt Lake City, Utah 84104
Email: elavulo@gmail.com
Phone: 310 570-7744

Thank you for the opportunity to testify today. My testimony is in opposition to the proposed merger of OneWest Bank and CIT Financial.

My name is Elizabeth Lavulo. My family property is located in Salt Lake City, Utah. I am a Marketing and PR Executive.

When my Grandmother was sold a reverse mortgage her conditional acceptance was based on her family's ability to retain the property after her death.

When she passed away, I did everything according to HUD regulations to repay the loan.

Beginning with the repayment letter OWB:

Did not provide a Single Point of Contact or anyone helpful.

OWB said they didn't get my documents – time after time. THEY DID

OWB claimed I did not have legal authority to speak to them or act on behalf of my grandmother's estate – I DID

OWB Accelerated foreclosure 4 months after my Grandmother's death

OWB refused to honor my letter of intent to repay the loan and refused to grant me the HUD authorized time to obtain a new loan.

I provided proof of loan approval multiple times

The OWB response: 3 attempts to auction the property in 6 weeks - on September 17th, October 17th and October 31st 2014. It was only stopped with hours to spare by HUD intervention.

Escrow proceeded and certified funds were sent per the OWB loan payoff statement.

OWB refused to accept the certified funds and demanded additional legal fees because OWB chose to list the property for auction a 4th time. OWB's statement to escrow "If the additional fees for listing the property for auction are not paid immediately OWB will return the certified funds and auction the property."

In order to close the loan I was forced to pay \$2,015.60 in foreclosure related costs and legal fees for the decision of OWB to accelerate foreclosure and auction 4 times.

My story is illustrative of OneWest Bank's refusal to allow consumers to repay reverse mortgage loans with certified funds, to accelerate foreclosure, and violate all federal regulations and consumer rights.

I request an Investigation, audit, and review of OWB Reverse Mortgage Loan Files

- For the servicing violations of Federal Regulations and consumer rights
- To ensure compliance with existing laws and regulations.

Thank You!

Documented evidence of my testimony can be provided upon request.

TESTIMONY OF MICHAEL ALLEN
PUBLIC MEETING FEBRUARY 26, 2015, 8 AM to 4 PM
FEDERAL RESERVE BANK, LOS ANGELES BRANCH

Name: MICHAEL ALLEN

Address: 2532 W. Seldon Lane, Phoenix, Arizona 85021

Email: mikeallen0128@aol.com

Phone: 602 943-3887

Thank you for the opportunity to testify today. My testimony is in opposition to the proposed merger of OneWest Bank and CIT Financial.

My name is Michael Allen. I live in Phoenix, Arizona. I am Successor Trustee for my mother, the borrower of a Financial Freedom reverse mortgage.

My mother's intention for her estate was for her family to sell the home to repay the loan. She died on June 12, 2014

At all times, I was in compliance with HUD regulations to the best of my ability based on the limited information provided by OneWest Bank.

OneWest Bank did not provide a Single Point of Contact nor provide any guidance or instruction to help me satisfy the loan.

I initiated all calls to OWB and spoke to a different person with a different story and different reason to deny my requests.

OWB claimed they didn't get my documents time after time. **THEY DID**

OWB sent me a short sale packet twice after I wrote saying I wanted to pay the lesser amount of the loan balance. The appraised value was about \$35,000 more than the loan balance

OWB refused to perform or pay for a HUD required appraisal.

I called OWB on October 1st to inform them a sale was in process.

On 11/3 I received notification that OWB had recorded a Notice of Trustee sale on September 29, approx 3 months after my mother's death and 2 months after receipt of the repayment letter.

OWB used Arizona foreclosure laws to violate HUD regulations and my right to time to sell the property.

I called OWB - they refuse to postpone auction.

Auction cancelled with HUD intervention.

OWB added foreclosure related legal fees and drive by appraisal fees to payoff.

The only phone call I ever received from OWB was on December 19 to tell me they have no intention of removing the accelerated foreclosure fees.

My story is illustrative of OneWest Bank's violation of my right to repay the loan, the acceleration of foreclosure, and the related legal and appraisal fees of \$2,508.50.

I should not have to pay for OneWest Bank's violations of HUD regulations or my rights.

I request an Investigation, audit, and review of OWB Reverse Mortgage Loan Files

- For the servicing violations of Federal Regulations and consumer rights
- To ensure compliance with existing laws and regulations.

Thank You!

Documented evidence of my testimony can be provided upon request.

**JOSE GRAULAU TESTIMONY
PUBLIC MEETING FEBRUARY 26, 2015, 8 AM to 4 PM
FEDERAL RESERVE BANK, LOS ANGELES BRANCH**

Name: JOSE GRAULAU

Address: 762 Brady Avenue Apt. 223, Bronx, New York 104612

Email: nursing1199@aol.com

Cell Phone: 646 217-9394

Work Phone: 718 920-8389

My testimony is in opposition to the proposed merger of OneWest Bank and CIT Financial.

My name is Jose Graulau. I live in the Bronx New York where I am an operating room coordinator for a large medical center.

I did everything in my power to satisfy the reverse mortgage on my mother's duplex after her death. I notified OWB of my intentions in August 2013.

OWB did not respond to my letters or calls. One month later a foreclosure letter stated I had 30 days to repay the entire loan balance.

I reconsidered my intention to purchase and decided to sell the property instead. I submitted a listing agreement.

On 12/31 (New Year's Eve) AlState Process Servers claimed they were hired by OWB to investigate my family and wanted documentation of all known and unknown relatives, either alive or deceased, and those born in or out of wedlock.

I felt threatened. In Jan 2014 I requested a Deed in Lieu wanting nothing more to do with OWB

On Feb. 6th a representative of OWB came to the door of the elderly tenant in the duplex, and told her "she shouldn't be paying rent and should sue me."

Feb 2013 I received 5 calls from "Mable" from OWB asking me for personal information for the Deed in Lieu. She refused to send me anything in writing.

Finally, Mable told me if I didn't give her the info she wanted she would terminate the process and let it go to foreclosure.

I told Mable "fine let it go".

I was served with a foreclosure complaint on 3/16/2014.

I am not quite sure why OWB told me I had 30 days to repay the entire loan balance in 2013 and now 17 months later the property has not been foreclosed.

I assume OWB will at some point collect all the interest, legal fees and costs they have piled on to this property through a claim to the FHA insurance fund or the FDIC loss share agreement.

My testimony illustrates OneWest Bank's violation of my right to purchase, sell or execute a deed in lieu of foreclosure, acceleration of foreclosure, refusal to provide a Single Point of Contact, and conduct a pattern of written and verbal harassment.

I request an Investigation, audit, and review of individual OWB Reverse Mortgage Loan Files for the servicing violations of Federal Regulations and consumer rights I have brought forth and to ensure compliance with existing laws and regulations.

Additional Information:

1. The Single Point of Contact letter was sent many times. I never spoke to Luisandra Hart or any member of her team. I never spoke to anyone with any authority or who knew anything about my loan file.
2. The attached letters from me are a chronology of events with OWB. In my attempts to repay the loan.
3. The response letter from FF/OWB acknowledges the actions OWB, the law firm Stein Weiner, Roth and AlState Process Servers. OWB denied my request for a DIL unless I went to probate. OWB's comment they would look into the contact with the tenant went nowhere.
4. I was served with the family tree questionnaire 3 times 12/31/13, 2/21/14, and 2/17/15 .
5. In July 2014 OWB notified me of force-placed insurance on the property in the amount of \$2,465.55.

Attachments:

Letters to Financial Freedom 1/24/14 & 3/24/14 (5 pages total)
Letter from FF 4/21/14 {(2 pagesP
SPOC LETTER 1/24/14 (1 page)
Alstate Process Servers – service 12/31/13 (6 pages)

EXHIBIT 1

Graulau letters to OWB

Graulau Supplemental documentation to testimony

*Jose Graulau
3567 Laconia Avenue
Bronx, New York 10469*

January 24, 2014

Financial Freedom, A Division of One West Bank
Maturities Department
2900 Esperanza Crossing
Austin, Texas 78758
Fax: (866) 447-2022

Stein, Weiner & Roth, LLP
One Old Country Road, Suite 113
Carle Place, New York 11514
Fax: (516) 742-6595

Re: FHA Case No. 374474133
FF# 3000064975
Borrower: Margarita Graulau
3567 Laconia Avenue
Bronx, New York 10469

Attn: Mr. Ken Fleming

Dear Mr. Fleming

I received your repayment letter dated August 5, 2013 and responded according to HUD regulations on August 19, 2013, with my **letter of intent to purchase** the above referenced property explaining I was grieving the recent and painful loss of my mother and the earlier loss of my only sister.

I received no cooperation or response to my letter. Financial Freedom chose to obstruct my attempts to purchase and deny me my right to do so. Instead Financial Freedom engaged the law firm Stein, Wiener & Roth to **initiate foreclosure proceedings** on September 24, 2013 causing me additional stress and unnecessary costs to be added to the payoff of the loan.

After the letter of intent to foreclose, I carefully reconsidered my options and chose to sell the property and provided a copy of the listing agreement with my **letter of intent to sell dated December 5, 2013**.

Since then I have continually been harassed by Financial Freedom/One West Bank and Stein, Weiner and Roth. On **December 31, 2013 (New Year's Eve) Alstate Process Service appeared at the door stating they were serving documents on behalf of One West Bank.** The cover letter states Alstate Process Service was engaged by Stein Weiner and Roth to investigate my family and request I fill out a family tree questionnaire to return to their office. If I am selling the property on behalf of the estate then what purpose could you have for needing a family history of every known relative in my family both alive and deceased? I can only assume this action is intended to add additional unnecessary costs to the sale of the property and cause me more stress.

Again on **January 13, 2014 I was served by the Sheriff on order of One West Bank,** with another (pink) document in Spanish stating WHAT DOES IT SAY? Although this document is addressed to me my name is misspelled.

I do not understand the purpose of the constant threats and harassment by Financial Freedom/One West Bank and Stein, Weiner & Roth. These actions have impacted my ability to grieve the loss of my mother, forcing me to constantly deal with a hostile lender while I attempt to abide by HUD regulations to pay off the reverse mortgage loan my mother obtained. It's simply too much stress. Therefore: ***I now request a Deed in Lieu of Foreclosure.*** I want to simply deed the property over to Financial Freedom/One West Bank and have no further dealings with you. Please send me the documents to complete the Deed In Lieu process within one week from receipt of this letter.

Sincerely,

Jose Graulau
Legal Heir and Beneficiary for the Estate of Margarita Graulau
3567 Laconia Avenue
Bronx, New York 10469

Attachments:

One West Bank/Stein Weiner & Roth investigation/family tree letter served 12/31/13
Financial Freedom/One West Bank document served 1/13/14 by Sheriff

*Jose Graulau
3567 Laconia Avenue
Bronx, New York 10469*

March 24, 2014

Financial Freedom, A Division of One West Bank
Maturities Department
2900 Esperanza Crossing
Austin, Texas 78758
Fax: (866) 447-2022

Stein, Weiner & Roth, LLP
One Old Country Road, Suite 113
Carle Place, New York 11514
Fax: (516) 742-6595

Re: FHA Case No. 374474133
FF# 3000064975
Borrower: Margarita Graulau
3567 Laconia Avenue
Bronx, New York 10469

Attn: Mr. Ken Fleming
Luisandra Hart

Dear Ms. Hart,

I received your letter dated 1/28/14 in response to my letter of January 24, 2014 asking Financial Freedom to provide me with the necessary documentation and guidance to complete a deed in lieu of foreclosure. Attached is my letter as a reminder of the failure of Financial Freedom to cooperate and grant my HUD rights as legal heir of Margarita Graulau to purchase or sell the property.

The letter from Ms. Hart states I can "contact us anytime by email, fax or written correspondence" and that you or a member of your team will respond. That was the intention of my letter dated January 24, 2014 which I faxed and sent via certified mail. To this date I have had no communication from Financial Freedom, you or your team other than this letter telling me you would help with any written request.

Instead here is what happened:

- On or about February 6, 2014 a person stating they represented Financial Freedom/One West Bank served the tenant, occupying the lower level residence of the above referenced property, with a document regarding tenant rights in foreclosure. This Financial Freedom

representative told the tenant that “she shouldn’t be paying rent because she rented the property from the deceased and I (the legal heir) did not own the property”. Further, she was told “she should sue me for all rents paid and get all her rent money back. She could call Financial Freedom at their customer service number 877 908-4357 to start the process of suing me and recovering her rent money”.

- On or about February 11, 2014 I received a call from “Mabel” stating she represented Financial Freedom and their lawyers. She stated the purpose of the call was to verify the property address. Why would anyone representing Financial Freedom or the law firm of Financial Freedom need the property address when they have the loan file? Mabel provided me no evidence that she is an authorized representative of Financial Freedom or Stein, Weiner & Roth. Mabel refused to give her last name. This made me suspicious of who Mabel might be and what her purpose in calling me was. Nevertheless, I verified the property address and then sent a fax to Financial Freedom and Stein Weiner & Roth to verify the property address and ask for all communication to be in writing to verify the authenticity of the contact. I never received verification of my request, nothing in writing regarding the deed in lieu process and no communication from Ms. Hart or her team
- On or about February 14, 2014 “Mabel” left a message on my home phone asking for the tax id number for the Estate in order to send out the Deed in Lieu package.
- On February 15, 2014 (a Saturday) Mabel called my home phone which I answered. She again asked for personal information and a tax id number. I asked her to send the request in writing on Financial Freedom/Stein, Weiner & Roth letterhead. She refused.
- At no time did “Mabel” connect me to Financial Freedom or an attorney at Stein, Weiner & Roth to verify her identity or authority. At all times she refused to send anything in writing including the Deed in Lieu Package I requested from Financial Freedom.
- On or about February 21, 2014 I received a letter from Alstate Process Service dated February 20, 2014. This was the same packet delivered to me on **December 31, 2013 (New Year’s Eve) by Alstate Process Service when they stated they were serving these same documents on behalf of One West Bank** (except this time it was on Alstate Letterhead with my name and the property address). The cover letter states Alstate Process Service was engaged by Stein Weiner and Roth to investigate my family and request I fill out a family tree questionnaire of all known and unknown relatives either alive or deceased and those born in wedlock and out of wedlock.
- On February 23, 2014 (a Sunday) “Mabel” called my residence and stated that she came into work to call me and tell me she was required to get a tax id number before she could send me the Deed in Lieu packet. I informed her I had just been told by Alstate that I was in foreclosure and now you are telling me you want all this personal information for Deed in Lieu. I said which is it? You can’t have it both ways. Mabel said if that’s the way it is I will just stop the process and let it foreclose.

- Finally, on March 16, 2014 I received a copy of a foreclosure complaint that was filed on December 20, 2014 with the Supreme Court of the State of New York. This was filed without any notice to me, while I was attempting to sell the property and had provided Financial Freedom with the real estate listing agreement.

Financial Freedom has failed to communicate with me, provide a Deed in Lieu package, or respond to my specific written communications and requests. In fact, Financial Freedom has not communicated with me by phone, email, fax or letter since the letter from Ms. Hart saying she and “her team” would be my source of contact to respond and guide me through the options. Instead, I have been served, called at my place of business and my home on weekends by “Mabel” and Alstate Process Service – none of whom have provided me with their proper names or any identifying authority other than what to verbally say that they represent Financial Freedom and are acting on Financial Freedom’s direction.

Once again, I do not understand the purpose of the constant threats and harassment by Financial Freedom/One West Bank and Stein, Weiner & Roth. The actions of Financial Freedom/One West Bank force me to constantly deal with a hostile lender while I attempt to abide by HUD regulations to satisfy the reverse mortgage debt incurred by my mother.

Sincerely,

Jose Graulau
Legal Heir for the Estate of Margarita Graulau
3567 Laconia Avenue
Bronx, New York 10469

Attachments:

Graulau request for Deed in Lieu dated January 24, 2014

EXHIBIT 2

OWB Letter to Graulau

Graulau Supplemental documentation to testimony



April 21, 2014

Mr. Jose Graulau
3567 Laconia Avenue
Bronx, NY 10469

Re: *Estate of Margarita Graulau*
Property Address: 3567 Laconia Avenue Bronx, NY 10469

Dear Mr. Graulau:

We are in receipt of your letter dated March 24, 2014 regarding a deed-in-lieu (DIL) on the property securing the above-referenced loan. Please be advised that the authority granted to you in the Power of Attorney naming you as Attorney-in-Fact for Ms. Graulau is no longer valid upon the death of the Principal (i.e., Ms. Graulau). Therefore, due to federal privacy laws (Regulation P, 12 C.F.R. Part 1016 et seq), we are unable to respond to you with specific account details, other than to provide general information, without legal documentation confirming that you have authority to receive information on the loan. An example of acceptable documentation you may provide could be Letters of Testamentary, which are documents furnished by the courts that identify the person(s) authorized to act on behalf of the Estate. If the property was titled in a revocable trust, we may consider certain trust documentation. This documentation may be mailed to me at the address below or faxed to my attention at (800) 865-1256.

Our records indicate that we sent a short sale packet to you on September 10, 2013 and on September 18, 2013 we received short sale documents necessary to begin the short sale process. On October 31, 2013, a short sale approval letter was mailed to the above property address.

On December 24, 2013, we received a letter from you advising us that you no longer wanted to purchase the property via a short sale, and that you were going to list the property for sale. Therefore, the short sale process was cancelled on January 8, 2014.

On January 28, 2014, we received notification from the Department of Housing and Urban Development (HUD) that you were still interested in a DIL.

EXHIBIT 3

OWB Single Point of Contact Letter

Graulau Supplemental documentation to testimony

01/28/2014



02 01 000 RETURN SERVICE REQUESTED
MARGARITA GRAULAU
3557 LACONIA AVENUE
BRONX NY 10469

00044
veo4a

Please contact us at
1.866.727.4303 if you
have any questions.



Loan Number: 3000064975

Dear Borrower(s),

My name is Luisandra Hart and I am your customer contact manager and will be supported by my team of dedicated customer contact associates. Feel free to speak with any member of my team who will all have access to all information relating to your account

My team is here to help review your current situation and evaluate possible workout options for your loan. We will be your point of contact throughout this process, and either I, or a representative from my team, will be available to answer any questions you may have while your loan is being reviewed.

You can contact us by phone between the hours of 7 a.m. - 5 p.m. Central time, Monday through Friday at 1.866.727.4303. Or, you may contact us anytime by email, fax or written correspondence. For your convenience, my contact information is listed below. For proper routing, please make sure to have your loan number readily available and listed on all communications. It will be used to route your call or correspondence directly to either me or a member of my team.

- Phone: 1.866.727.4303
- Email: Luisandra.Hart1@financialfreedom.com
- Fax: 1.866.574.0094
- Write Me:

Financial Freedom
P.O. Box 85101
Austin, TX 78708

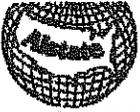
My Customer Contact Team was created to provide you with personalized service and a streamlined interaction during the workout process. My team's goal is to provide timely and accurate communication between you and Financial Freedom while we review your loan for workout options in an effort to help you avoid foreclosure if possible.



EXHIBIT 4

Alstate Process Service Investigation And Family Tree Questionnaire

Graulau Supplemental documentation to testimony



Established 1980

Thomas M. Kurinsky,
FOUNDER
Rosemary A. LaManna,
Sr. Vice President
Diane K. Thurn,
Sr. Vice President
Denise K. Kozlowsky,
Vice President

ALSTATE PROCESS SERVICE INC.

60 BURT DRIVE, DEER PARK, NEW YORK 11729
TELEPHONE 631/667-1800
FAX 631/667-0302
www.AlstateProcessService.com

Dear Occupant:

Through an investigation performed in our office, it has come to my attention that you reside at the property owned by an individual who has passed away. Stein, Wiener & Roth, LLP has requested our office contact the occupants of the property and family members of the property owner to obtain heir and estate information. Attached, please find a family tree questionnaire which we are requesting you fill out and return to our office. Also attached is a postage paid, self addressed envelope for your convenience.

Kindly execute the questionnaire and return to our office at your earliest convenience.

Thank you for your prompt and courteous attention to this matter and if you have any questions, please don't hesitate to contact Angela or Dawn in our office.

Sincerely,
Alstate Process Service Inc.

Rosemary A. LaManna
Sr. Vice President

RAL:adw

FAMILY TREE QUESTIONNAIRE

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF _____X

Administration Proceeding
Estate of

Deceased
_____X

I, _____, am over eighteen years of age and my residence is

And my relationship to the decedent and the basis of my knowledge of the decedent's family tree is:

I am the _____ of _____, deceased.

1. Was the decedent ever married? _____ Yes _____ No
If yes, state how many times and to whom. If any spouse or former spouse is deceased, also state their dates of death.

2. Was the decedent ever divorced? _____ Yes _____ No
If yes, state how many times, from whom and the dates of divorce.

3. Did the decedent have any marital children? _____ Yes _____ No
If yes, state their full names and addresses.

4. Were there any out-of-wedlock (non-marital) children? _____ Yes _____ No
If yes, state their full names and addresses.

5. Where there any adopted children? Yes No
If yes, state their full names and addresses.
6. Are any of the decedent's children deceased? Yes No
If yes, state their full names and dates of death.
- 6a. If yes, state the full names and addresses of their children (grandchildren of decedent)
Indicate if any are adopted and/or out-of-wedlock.
- 6b. Are any grandchildren listed in 6a deceased? Yes No
If yes, state their full names and addresses and date of death.
- 6c. If yes for #6b, state the full names and addresses of their children (great-grandchildren
of decedent) indicate if any are adopted and/or out-of-wedlock

PARENTS

[STOP! PROCEED TO QUESTION 7 ONLY IF THE ANSWERS TO
QUESTIONS 1 THROUGH 6b WERE ALL "NO" OR "NONE", OR IF
THE DECEDENT WAS A MALE AND SURVIVED ONLY BY NON-
MARITAL (OUT-OF-WEDLOCK) CHILDREN.]

7. State the full names and addresses of the decedent's parents. (If deceased, state their dates of death.)

SIBLINGS, NIECES AND NEPHEWS

[STOP! PROCEED TO QUESTIONS 8 AND 9 ONLY IF THE ANSWER TO
QUESTION 7 IS THAT THE DECEDENT'S PARENTS ARE PRE-DECEASED.]

**A FAMILY TREE DIAGRAM MUST BE INCLUDED IF THERE ARE ANY
DISTRIBUTEES FROM THIS POINT ON**

8. Did the decedent have any brothers and/or sisters? YES NO

(INCLUDE non-children, half-siblings, and adopted brothers and sisters.)
If yes, state their full names and addresses.

8a. Did the decedent's parents have any non-marital (out-of-wedlock) children?
____ YES ____ NO
If yes, state their full names and addresses.

9. Are any of the decedent's siblings deceased? ____ YES ____ NO
If yes, state their full names and addresses and dates of death.

9a. State the full names and addresses of the children of each deceased sibling (Nieces and nephews of the decedent). Indicate if any were non-marital (out-of-wedlock).

9b. Are any of the nieces or nephews listed in 9a deceased? ____ YES ____ NO
If yes, state their full names and addresses and dates of death.

9c. State the full names and addresses of the children of each deceased niece and/or nephew (grandnieces and grandnephews of decedent). Indicate if any were non-marital (out-of-wedlock)

GRANDPARENTS

[STOP! PROCEED TO QUESTIONS 10 AND 11 ONLY IF THERE ARE NO PERSONS IN QUESTIONS 8 THROUGH 9b WHO ARE ALIVE.]

10. State the names and addresses of the decedent's maternal grandparents? If deceased, also indicate their dates of death.

11. State the names and addresses of the decedent's paternal grandparents? If deceased, also indicate their dates of death.

[STOP! PROCEED TO QUESTIONS 12 THROUGH 15 ONLY IF THERE ARE NO PERSONS IN QUESTIONS 10 AND 11 WHO ARE ALIVE. (ATTACH ADDITIONAL RIDER SHEETS IF NECESSARY)]

12. State the full names and addresses of the decedent's maternal aunts and maternal uncles. Indicate, if any are adopted and/or non-marital (out-of-wedlock).

13. Are any maternal aunts or maternal uncles deceased? YES NO
If yes, state their full names and addresses and dates of death.

13a. State the full names and addresses of the children of each of the deceased maternal aunts and/or maternal uncles (maternal cousins of the decedent). Indicate if any were non-marital (out-of-wedlock).

13b. Are any of the maternal cousins listed in 13a deceased? YES NO
If yes, state their full names and addresses and dates of death.

14. State the full names and addresses of the decedent's paternal aunts and paternal uncles. Indicate, if any are adopted and/or non-marital (out-of-wedlock)

15. Are any paternal aunts and/or paternal uncles deceased? YES NO
If yes, state their full names and addresses and dates of death.

15a. State the full names and addresses of the children of each of the deceased paternal aunts and/or paternal uncles (paternal cousins of the decedent). Indicate if any were non-marital (out-of-wedlock).

15b. Are any of the paternal cousins listed in 15a deceased? YES NO
If yes, state their full names and addresses and dates of death.

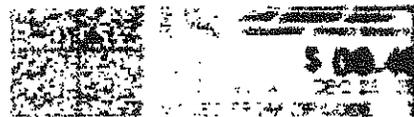
Signature _____

Print your name _____



ALSTATE PROCESS SERVICE INC.

60 BURT DRIVE
DEER PARK, NEW YORK 11729



NO POSTAGE STAMP NECESSARY
POSTAGE HAS BEEN PREPAID

ALSTATE PROCESS SERVICE INC.
60 BURT DRIVE
DEER PARK, NEW YORK 11729



TESTIMONY OF NOREEN O'MORE
PUBLIC MEETING FEBRUARY 26, 2015, 8 AM to 4 PM
FEDERAL RESERVE BANK, LOS ANGELES BRANCH

Name: NOREEN O'MORE

Address: 285 Dexter Drive, Salinas, CA 93906

Email: reddogofimma1@yahoo.com or norin12@yahoo.com

Phone: 831 970-8876

My name is Noreen O'More. I live in Salinas California. I am Accounting Assistant in a school district. My testimony is in opposition to the proposed merger of OneWest Bank and CIT Financial.

My father was a WW2, Korea & Viet Nam Veteran with 38 years military service. He got a reverse mortgage in 2002. My father's wishes were for us to keep the family home he lived in for more than 50 years. He passed away in August of 2011

We contacted OWB immediately after his death to repay the loan

OWB never told us what our rights, options or responsibilities were.

We were never provided a Single Point of Contact.

We could never talk to the same person twice, our questions were not answered and paperwork was always lost or missing.

OWB did tell us they were required to do an appraisal – the 2011 appraisal was \$99,000 we were told to do a short sale

We submitted all the documentation requested by OWB and secured financing 3 months after my father's death.

We called, emailed and faxed every week or two for status. OWB kept delaying with one excuse after another for more than 18 months

OWB recorded a NOD in October 2012

OWB required another appraisal due to their delays – appraisal #2 was inflated and filled with wrong information about our property. Value \$169,000

OWB posted a Notice of Trustee sale on our house. .

Suddenly in October 2013 OWB said we didn't have legal authority to pay off the loan and demanded probate

More delays by OWB and a 3rd appraisal for \$180,000.00

On October 31, 2013 OWB approved our short sale two years and three months after my father's death.

Our story illustrates OneWest Bank's violation of our right to payoff my father's reverse mortgage for 95% of the appraised value.

OWB accelerated foreclosure and set auctions when we provided proof of funds

OWB delayed the repayment process for over 2 years forcing us to pay an additional \$89,000 due to increased property value.

We closed the loan one day before the auction set by OWB.

This bank should not be allowed to merge and become a larger entity. They should be investigated for their lack of compliance with federal regulations, State laws and consumer protection rights.

Documented evidence of my testimony can be provided upon request.

Attached is the short sale approval letter dated October 31, 2013



Short Sale Approval

RE: Estate of Yoses, Joseph A c/o
Noreen & Seamus O'More
5131 Hazel Avenue
Fair Oaks, CA 95628

October 31, 2013

FF# 300021809

We received your written request expressing an interest in retaining the property listed above. Upon verifying your relationship with the deceased borrower, an appraisal was obtained to determine the current value of the property.

Pursuant to HUD guidelines, in order to purchase or retain ownership of the property, you may satisfy the HECM debt by paying the lesser of the mortgage balance or 95% of the current appraised value of the property. **To retain ownership of the property by paying 95% of the current appraised value, funds in the form of a Cashier's Check, Certified Funds, Title Company Check or Attorney's Escrow/Trust Check, must be received by Financial Freedom by the earlier of 1) the expiration date of the current appraisal or 2) two (2) business days before any scheduled foreclosure sale date, if one has been scheduled.**

In addition, you *must* include documentation to prove a **post-death conveyance** (transfer) of title occurred by will or operation of law to the heir(s) as a result of the mortgagor's (borrower) death. The documentation must be received and approved by Financial Freedom as a condition of accepting 95% of the current appraised value as a payoff and should be included with the check. Funds must be made payable and sent to:

Financial Freedom
Attn: Payoff Lock Box
2900 Esperanza Crossing
Austin, TX 78758

Use the details of the appraisal below to determine how much to send and the date funds need to be received by Financial Freedom. *Please note a short sale approval does not postpone foreclosure and other activity, up to and including the initiation or continuation of a foreclosure action, will continue until the loan has been satisfied.* If all of the conditions listed in this short sale approval letter have been met, the property will be released from this lien and HUD will be notified and instructed to do the same. If you have any questions or require additional assistance, please call (866) 727-4303. Thank you.

Appraisal Inspection Date 6/3/2013
Appraised Value \$180,000
95% of Appraised Value \$171,000

Expiration Date 11/8/2013

"THIS COMPANY IS A DEBT COLLECTOR AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF THE DEBTOR FILED A BANKRUPTCY PETITION AND THERE IS EITHER AN "AUTOMATIC STAY" IN EFFECT OR THE DEBT HAS BEEN DISCHARGED THROUGH THE BANKRUPTCY, THIS COMMUNICATION IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES."

ONE PAYOFF SATISFIES BOTH LIENS

*****ATTENTION*****

IMPORTANT INFORMATION
REGARDING REPAYMENT AND
RELEASE OF FHA INSURED LOANS

As the servicer of your FHA Insured Reverse Mortgage Loan we want to take this opportunity to make you aware of the steps involved in the re-conveyance of the related security instruments.

Loans originated under the U.S. Dept of Housing and Urban Development (HUD) HECM program include two recorded security instruments: one in favor of the original lender (later assigned to the current investor) and a second in favor of HUD. The second security instrument provides a means for HUD to intervene in the event the lender or investor is unable to meet its obligations under the Loan Agreement.

PLEASE NOTE:

Upon full satisfaction of the loan, as outlined in the Short Sale Approval Letter, Financial Freedom will promptly release, re-convey and/or discharge the first Deed of Trust or Mortgage on behalf of the investor. At the same time we will advise HUD of the satisfaction. In turn, HUD will then prepare and execute its own release of the second Deed of Trust or Mortgage.

While Financial Freedom will send the documentation for recording, the actual recording of the lien release/satisfaction is performed by the county in which the secured property resides. Actual recording time will depend on the county recorder's office.

It has been our experience that the release of the second security instrument may take longer to accomplish. Unfortunately, this part of the process is not within our control and we apologize in advance for any undue delays you may experience in the release of the second Deed of Trust or Mortgage.

-Financial Freedom

"THIS COMPANY IS A DEBT COLLECTOR AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF THE DEBTOR FILED A BANKRUPTCY PETITION AND THERE IS EITHER AN "AUTOMATIC STAY" IN EFFECT OR THE DEBT HAS BEEN DISCHARGED THROUGH THE BANKRUPTCY, THIS COMMUNICATION IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES."

**TESTIMONY OF LISA RINARD
PUBLIC MEETING FEBRUARY 26, 2015, 8 AM to 4 PM
FEDERAL RESERVE BANK, LOS ANGELES BRANCH**

Name: LISA RINARD

Address: 1601 Prospect Ave., Hermosa Beach, CA 90254

Email: lisahenm@yahoo.com

310 613-4510

My testimony is in opposition to the proposed merger of OneWest Bank and CIT Financial.

My name is Lisa Rinard and I am a Registered Nurse at Ronald Regan UCLA Medical Center. I live in Hermosa Beach.

My husband, Ernie Rinard, deeded a condominium to his mother, Millie Rinard, so she could get a reverse mortgage for her support and care in her home as she aged.

Millie had a live in caretaker to assist with her daily living activities.

In 2005 her caretaker began submitting draw requests to OWB without Millie's knowledge.

OWB approved the forged draw requests without any verification that an 80 year old woman was suddenly withdrawing large amounts of money

OWB deducted the draws from her Line of credit. The caretaker immediately transferred the deposits from Mrs. Rinard's account to his personal bank account

We only discovered the fraudulent withdrawals in 2010.

The caretaker gave sworn testimony during a court hearing admitting to forging Mrs. Rinard's signature and taking money without her permission.

Mrs. Rinard's bank investigated and concluded fraud had occurred by the caretaker.

We notified OWB three times of the forged withdrawals in the amount of \$198,504.85

Two OWB Managers acknowledged the signatures were suspicious and said OWB would investigate the matter.

When we requested a refund, OWB denied they had acknowledged fraud and refused to speak to us without a POA.

OWB made a legal and medical determination that the POA was not valid because Mrs. Rinard had dementia.

OWB refused to speak to us without a conservatorship which cost us \$6,000

OWB continued to deny fraud and foreclosed.

Because of OWB's refusal to refund any of the fraudulent funds, Mrs. Rinard was forced to live the last years of her life on medi-cal in a nursing home funded by taxpayer dollars.

Financial Freedom sold the Rinard property at a foreclosure sale on December 30, 2013 for \$240,000 to OWB (parent company). The mortgage balance was \$312,341.54.

OWB either submitted a claim to HUD for FHA insurance benefits or to the FDIC for the loss share agreement.

I request regulators investigate and perform audits of all reverse mortgage loan files for servicing and foreclosure violations and deficiencies I have outlined above. OneWest Bank must be held accountable for their consistent and deliberate failure to service elderly borrowers and their communities.

Additional info:

- 1. The caretaker did not have POA or signatory rights to Mrs. Rinards accounts. All the caretaker's actions were without Mrs. Rinard's knowledge or consent.**
- 2. The Caretaker withdrew draws in the amount of \$198,504.85 between 2005 - 2010 until the Line of Credit was completely depleted.**
- 3. OWB paid the draw requests without verifying Mrs. Rinard's signature.**

Further documented evidence of my testimony can be provided upon request.

Attachment: page two of OWB letter re: legal and medical determination to validity of POA

- A detective from the Elder Abuse Division in Long Beach, CA has been assigned the case to determine if criminal charges will be filed.

You have asked what responsibility Financial Freedom has and what our policy is for making restitution. While we want to respond to your concerns, during the course of our normal verification of the power of attorney document that you provided, Financial Freedom had some concerns about your mother's mental competency. Financial Freedom's procedures require that your mother must be mentally competent at the time that the power of attorney is executed. If you would like for Financial Freedom to respond to your concerns, we require the following:

- 1) If your mother was competent to manage her financial affairs at the time that the power of attorney was signed, please provide us a letter from her doctor stating your mother was mentally competent at the time she signed the power of attorney; or
- 2) If your mother was not competent to manage her financial affairs at the time that the power of attorney was signed, please provide us documentation evidencing you are the court-appointed conservator of her person and estate.

We trust the above information clearly indicates the documentation we require prior to responding to your concerns further. If you have additional questions, please feel free to contact me at 512-250-2871, or toll free at (800) 441-4428.

Sincerely,

Jay Goodman on behalf of Rickey Mosser

Rickey Mosser
Manager-Customer Care

cc: Milagros Rinard

Comments to the Federal Reserve Board on the CIT OneWest
Bank Merger February 26, 2015

Comments are in response to the Proposed CRA Plan:

1. "The Bank will establish a community advisory board who will support the Bank in developing and refining our community programs and annual CRA plan."

REQUEST: That the established community advisory board be diverse and reflective based upon the assessment areas served under the CRA plan.

2. "As in the past, key considerations will include the ability to recruit experienced subject matter experts, including both relationship officers and credit approval offers, for the contemplated product offering."

REQUEST: "As in the past," there is a lack of diversity within OneWest, so to use the phrasing, "As in the past," will seek to maintain the status quo. Request that OneWest seek to recruit diverse experience subject matter experts that are reflective of the assessment areas they serve.

Los Angeles County Demographics:

White Alone,	71.5%
Black or African American alone	9.2%
American Indian and Alaska Native alone	1.5%
Asian alone, percent	14.6%
Native Hawaiian and Other Pacific Islander alone	0.4%
Two or More Races	2.9%
Hispanic or Latino	48.3%
White alone, not Hispanic or Latino	27.2%

3. "The Bank inherited its branch footprint from its predecessor bank. As the Bank expands, it will look to increase retail services to LMI people through online and mobile banking capabilities as well as the increased availability of ATMs in LMI tracts."

REQUEST: How will OneWest increase its retail services to LMI people through on-line and mobile banking capabilities when it significant portion of the branches it closed were specifically serving LMI and communities of color?

- a. Will they advertise in Spanish and Mandarin?
- b. Will they make annual commitments to such advertising in media that serve these LMI and people of color communities?

While yes, OneWest Bank did inherit its branch footprint from its predecessor bank, it also chose to close banks

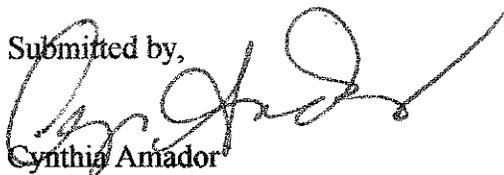
According to the FDIC Summary of Deposits Reports as of June 30, 2010, One West had 82 Branches, and currently has 74 Branches. While OneWest chose to consolidate a few, including those in high-end communities, such as Encino, Huntington Beach and Newport Beach. OneWest disproportionately affected communities of color in closing branches that were not necessarily the lowest in Deposits in comparison to others that remained opened:

Examples of Closed OneWest Branches:

	OneWest Branch	SOD as of 6/30/2010 (\$000)	African American	Asian	Hispanic
1.	220 North Hacienda Bl., La Puente, 91744	\$84,405	1.4%	8.4%	85.1%
2.	5701 S. Eastern, Los Angeles, 90040	\$9,713	.50%	.40%	94.30%
3.	288 South Atlantic Bl., Monterey Park, 91754	\$137,428	.40%	66.9%	26.9%
4.	1513 West Sepulveda Blvd., Torrance, 90501	\$35,443	5%	.2%	42.10%
5.	5401 Beach Bl., Buena Park 90621	\$92,379	4.2%	.2%	47.35

Latinos in particular were substantially affected with the closing of the aforementioned branches with only two new branches in City of Industry and Commerce that have high Latino populations.

Submitted by,



Cynthia Amador

cynthia@azulmsi.com

Azul MSI

Consumer in Monterey Park, CA

Summary of Deposits

[Go Back](#)

OneWest Bank, FSB
 888 E Walnut St
 Pasadena, CA 91101

Data as of (last weekly update)
 FDIC Certificate Number: **58978**
 OTS Docket Number: **18129**
 RSSDID: **3918806**
 Bank Charter Class: Savings Association
 Current List of Offices

Selected Criteria
 Certificate: **58978**
 State: **California**
 City Type: **USPS**
 Data as of: **June 30, 2010**
 Sorted by: **State, County, Institution Name**
[Run Report](#)

State	County	Office Address	City (USPS)	Zip	Service Type Codes	Office Number	Unique Number	Deposits (\$000) for June 30, 2010
CALIFORNIA								
Los Angeles County								
		5701 N. Kanan Rd.	Agoura Hills	91301	11	72		108,800
		One East Foothill BL	Arcadia	91006	11	5		283,227
		11660 South St, Suite 101	Artesia	90701	11	26		116,611
		192 N. Canon Dr	Beverly Hills	90210	11	82		280,508
		1001 N. San Fernando Blvd, Suite 150	Burbank	91504	11	22		149,675
		20505 Devonshire St.	Chatsworth	91311	11	66		104,307
		144 N. Second Ave.	Covina	91723	11	1		202,106
		5573 Sepulveda Blvd.	Culver City	90230	11	64		123,593
		10784 Jefferson Blvd.	Culver City	90230	11	45		172,069
		12148 Lakewood Blvd	Downey	90241	11	25		115,224
		1475 Huntington Dr	Duarte	91010	11	7		79,515
		17050 Ventura BL	Encino	91316	11	18		261,444
		16500 Ventura Blvd	Encino	91436	11	61		140,682 <i>Closed</i>
		1111 N. Brand BL	Glendale	91202	11	13		114,815
		2233 S. Hacienda BL	Hacienda Heights	91745	11	2		173,459
		1100 Pacific Coast Hwy.	Hermosa Beach	90254	11	57		97,294
		220 N. Hacienda Bl	La Puente	91744	11	4		84,405 <i>Closed</i>
		2111 Bonita Ave.	La Verne	91750	11	3		131,909
		1413 Foothill Bl.	La Verne	91750	11	6		178,299
		2177 Pacific Coast Hwy.	Lomita	90717	11	53		113,814
		6620 E. Pacific Coast Hwy	Long Beach	90803	11	11		142,240
		3500 E. 7th St.	Long Beach	90804	11	52		90,658
		351 S. Vermont Ave.	Los Angeles	90020	11	59		54,873
		12401 Wilshire Blvd.	Los Angeles	90025	11	68		106,439
		9618 W. Pico Blvd. Suite 504	Los Angeles	90035	11	69		148,047
		464 N. Fairfax Ave	Los Angeles	90036	11	60		160,820 <i>Closed</i>
		400 N. LA Brea Ave.	Los Angeles	90036	11	55		122,497
		5701 S. Eastern Ave., Suite 108	Los Angeles	90040	11	65		9,713 <i>Closed</i>
		8750 Sepulveda Blvd. Unit P	Los Angeles	90045	11	34		180,863
		6653 Beverly Blvd	Los Angeles	90048	11	37		126,684 <i>Closed</i>
		11310 National Blvd.	Los Angeles	90064	11	35		269,872
		2920 Beverly Glen Circle	Los Angeles	90077	11	70		90,339
		1570-F Rosecrans Ave	Manhattan Beach	90266	11	18		153,843
		13405 Washington Blvd.	Marina del Rey	90292	11	50		97,471
		2086 S. Atlantic Bl	Monterey Park	91754	11	9		137,428 <i>Closed</i>
		8726 Tampa Ave.	Northridge	91324	11	17		249,403
		17361 Sunset Blvd.	Pacific Palisades	90272	11	46		72,016
		15135 Sunset Blvd.	Pacific Palisades	90272	11	47		155,170
M		888 E. Walnut Ave	Pasadena	91101	11	0		3,536,718
		3809 E. Foothill Blvd.	Pasadena	91107	11	58		63,823
		30019 Hawthorne Blvd.	Rancho Palos Verdes	90275	11	44		84,983
		1870 S. Elena Ave	Redondo Beach	90277	11	33		6,996
		2233 Artesia Blvd.	Redondo Beach	90278	11	43		78,642
		900 E. Huntington Dr	San Marino	91108	11	30		137,843
		605 Wilshire Blvd	Santa Monica	90401	11	29		217,787
		1750 Ocean Park Blvd.	Santa Monica	90401	11	41		124,907
		401 Wilshire Blvd.	Santa Monica	90401	11	42		305,315
		1630 Montana Ave.	Santa Monica	90403	11	48		181,297
		2827 Main St.	Santa Monica	90405	11	51		90,972

18585 Ventura Blvd.	Tarzana	91356	11	40	149,158	
1513 W. Sepulveda Blvd. Ste B-2	Torrance	90601	11	62	35,449	closed
3422 W. Carson St.	Torrance	90503	11	63	139,928	
23415 Crenshaw Blvd	Torrance	90505	11	38	66,709	closed
2501 Pacific Coast Hwy	Torrance	90505	11	19	182,862	
225 N. Barranca St.	West Covina	91791	11	8	165,587	
14870-B E. Whittier BL	Whittier	90605	11	10	100,269	
Total for Los Angeles County	56 Office(s)				11,069,275	
Orange County						
704 S. State College Blvd.	Anaheim	92806	11	71	39,973	
7872 Valley View St.	Buena Park	90620	11	67	31,208	
5401 Beach BL	Buena Park	90621	11	15	92,379	closed
402 E. 17th St	Costa Mesa	92627	11	14	110,603	closed
18541 Beach Blvd, Suite 101	Huntington Beach	92648	11	27	153,103	closed
3947 Irvine Blvd.	Irvine	92602	11	56	62,228	
5791 Alton Parkway	Irvine	92618	11	31	79,325	
24391 Avenida De LA Carlota	Laguna Hills	92653	11	54	108,157	
24191 Paseo De Valencia, Suite A	Laguna Woods	92637	11	24	145,853	
24391 Alicia Parkway	Mission Viejo	92691	11	76	259,664	closed
28311 - B Marguerite Parkway	Mission Viejo	92692	11	26	110,427	
23072 Alicia Pkwy.	Mission Viejo	92692	11	49	44,664	
100 Newport Center Dr., Suite 150	Newport Beach	92660	11	81	158,704	closed
535 E. Main St. Unit C	Tustin	92780	11	20	171,685	closed
Total for Orange County	14 Office(s)				1,567,990	
Riverside County						
74990 Highway 111	Indian Wells	92210	11	75	273,890	
78-010 Main St, Suite 100	La Quinta	92253	11	79	91,518	
44495 Town Center Way, Suite A	Palm Desert	92260	11	80	170,855	
Total for Riverside County	3 Office(s)				536,263	
San Bernardino County						
3410 Grand Ave. Suite A	Chino Hills	91709	11	23	140,595	
Total for San Bernardino County	1 Office(s)				140,595	
San Diego County						
390 West Valley Parkway	Escondido	92025	11	77	356,271	
888 Prospect St	La Jolla	92037	11	74	452,968	
6134 LA Granada	Rancho Santa Fe	92067	11	73	268,814	
Total for San Diego County	3 Office(s)				1,078,053	
Ventura County						
2245 B Ventura BL	Camarillo	93010	11	12	141,503	
215 E. Thousand Oaks Blvd	Thousand Oaks	91360	11	32	139,164	
475 E. Avenida De Los Arboles	Thousand Oaks	91360	11	39	34,449	closed
3835 E. Thousand Oaks Blvd	Thousand Oaks	91362	11	36	54,044	closed
4360 E. Main St., Suite D	Ventura	93003	11	21	103,701	
Total for Ventura County	5 Office(s)				472,855	
Totals for California	82 Office(s)				14,865,031	

Offices and Branches of

OneWest Bank, National Association

888 E. Walnut Street
Pasadena, CA, 91101

As of February 19, 2015

Selected Criteria		Selection R	
FDIC Certificate Number:	<u>58978</u>	Total Offices for 58978:	<u>74</u>
		Bank Charter Class:	<u>Nat</u>

Summary of Deposits Worksheet

Primary Federal Regulator: Office of the Comptroller of the Currency
To download either the Total Offices for the selected criteria or all of the offices for the selected institution, select the corresponding

[<< Previous] Page [

State

County	Branch Uninum	Branch Number	Office Address	City	Zip Code	Service Type Codes
CALIFORNIA						
Los Angeles County						
	266525	49	5701 North Kanan Road	Agoura	91301	<u>11</u>
	276990	5	One East Foothill Blvd.	Arcadia	91006	<u>11</u>
	477951	27	11660 South St. Suite 101	Artesia	90701	<u>11</u>
	522116	85	9550 S. Santa Monica Blvd	Beverly Hills	90210	<u>11</u>
	477947	23	1001 N. San Fernando Blvd Ste 150	Burbank	91504	<u>11</u>
	491891	65	20505 Devonshire Street	Chatsworth	91311	<u>11</u>
	276989	4	220 N. Hacienda Blvd.	City Of Industry	91744	<u>11</u>
	464032	63	5701 South Eastern Ave. Ste 108	Commerce	90040	<u>11</u>
	362829	9	144 North Second Ave	Covina	91723	<u>11</u>
	268244	38	5573 Sepulveda Boulevard	Culver City	90230	<u>11</u>
	281779	58	10784 Jefferson Blvd	Culver City	90230	<u>11</u>
	477950	26	12148 Lakewood Blvd	Downey	90241	<u>11</u>
	276994	8	1475 Huntington Drive	Duarte	91010	<u>11</u>
	477900	14	17050 Ventura Blvd	Encino	91316	<u>11</u>
	477943	19	1111 N. Brand Blvd Ste A	Glendale	91202	<u>11</u>
	276987	2	2233 S. Hacienda Blvd.	Hacienda Heights	91745	<u>11</u>
	266522	48	1100 Pacific Coast Highway	Hermosa Beach	90254	<u>11</u>
	276988	3	2111 Bonita Avenue	La Verne	91750	<u>11</u>
	276993	7	1413 Foothill Boulevard	La Verne	91750	<u>11</u>
	286387	60	2177 Pacific Coast Highway	Lomita	90717	<u>11</u>
	477941	17	6620 E. Pacific Coast Hwy	Long Beach	90803	<u>11</u>
	284862	46	3500 East 7th Street	Long Beach	90804	<u>11</u>
	268245	39	351 South Vermont Ave	Los Angeles	90020	<u>11</u>
	268257	55	12401 Wilshire Blvd.	Los Angeles	90025	<u>11</u>

NEW
NEW

268247	41	9618 W Pico Blvd Ste 504	Los Angeles	90035	<u>11</u>
268255	52	400 North La Brea Avenue	Los Angeles	90036	<u>11</u>
273884	53	8750 South Sepulveda Boulevard	Los Angeles	90045	<u>11</u>
542041	86	11611 San Vicente Boulevard	Los Angeles	90049	<u>11</u> <i>NEW</i>
268242	36	11310 National Boulevard	Los Angeles	90064	<u>11</u>
266537	50	2920 North Beverly Glen Circle	Los Angeles	90077	<u>11</u>
477899	13	1570 Rosecrans Ave. Suite F	Manhattan Beach	90266	<u>11</u>
268258	56	13405 Washington Boulevard	Marina Del Rey	90292	<u>11</u>
432026	12	8726 Tampa Avenue	Northridge	91324	<u>11</u>
266539	51	17383 W. Sunset Blvd, Ste B140	Pacific Palisades	90272	<u>11</u>
268248	42	15135 Sunset Blvd	Pacific Palisades	90272	<u>11</u>
489490		888 E. Walnut Street	Pasadena	91101	<u>11</u>
522115	84	155 N. Lake Avenue	Pasadena	91101	<u>13</u> <i>NEW</i>
495183	70	3809 E Foothill Blvd	Pasadena	91107	<u>11</u> <i>NEW</i>
464033	64	30019 Hawthorne Blvd.	Rancho Palos Verdes	90275	<u>12</u>
519363	83	1870 S. Elena Ave.	Redondo Beach	90277	<u>11</u>
44900	61	2233 Artesia Boulevard	Redondo Beach	90278	<u>11</u>
477955	31	900 E. Huntington Dr.	San Marino	91108	<u>11</u>
41370	34	401 Wilshire Boulevard	Santa Monica	90401	<u>11</u>
268254	45	1630 Montana Ave	Santa Monica	90403	<u>11</u>
268246	40	1750 Ocean Park Blvd	Santa Monica	90405	<u>11</u>
268243	37	2827 Main Street	Santa Monica	90405	<u>11</u>
284866	47	18585 Ventura Boulevard	Tarzana	91356	<u>11</u>
44815	59	3422 W Carson Street	Torrance	90503	<u>11</u>
477940	16	2501 Pacific Coast Hwy	Torrance	90505	<u>11</u>
276992	6	225 North Barranca Street	West Covina	91791	<u>11</u>
281765	57	8653 Beverly Boulevard	West Hollywood	90048	<u>11</u> <i>NEW</i>
491892	66	3835 E. Thousand Oaks Blvd	Westlake Village	91362	<u>11</u> <i>NEW</i>
432025	11	14870 East Whittier Blvd Ste B	Whittier	90605	<u>11</u>
Total for Los Angeles County:		53 Office(s)			
Orange County					
495188	72	704 S State College Blvd	Anaheim	92806	<u>11</u>
491895	69	7872 Valley View Street	Buena Park	90620	<u>11</u>
503114	82	3700 E. Coast Highway	Corona Del Mar	92625	<u>11</u>
477952	28	7061 Yorktown Avenue Suite 103	Huntington Beach	92648	<u>11</u>
491894	68	3947 Irvine Boulevard	Irvine	92602	<u>11</u>
478302	32	5791 Alton Parkway	Irvine	92618	<u>11</u>
44891	76	25624 Alicia Pkwy	Laguna Hills	92653	<u>11</u>
477949	25	24191 Paseo De Valencia, Suite A	Laguna Woods	92637	<u>11</u>
477953	29	28311 Marguerite Pkwy, Suite B	Mission Viejo	92692	<u>11</u>
491893	67	23072 Alicia Parkway	Mission Viejo	92692	<u>12</u>
477945	21	17245 17th Street, Suite B	Tustin	92780	<u>11</u> <i>NEW</i>
Total for Orange County:		11 Office(s)			

Riverside County

287967	77	74990 Hwy 111	Indian Wells	92210	<u>11</u>
503112	80	78010 Main St Ste 100	La Quinta	92253	<u>11</u>
503113	81	44495 Town Center Way Ste A	Palm Desert	92260	<u>11</u>

Total for Riverside County: 3 Office(s)

San Bernardino County

477948	24	3410 Grand Ave., Suite A	Chino Hills	91709	<u>11</u>
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Total for San Bernardino County: 1 Office(s)

San Diego County

287108	75	390 West Valley Parkway	Escondido	92025	<u>11</u>
45257	73	888 Prospect Street	La Jolla	92037	<u>11</u>
287966	74	6009 Paseo Delicias, Suite A	Rancho Santa Fe	92067	<u>11</u>

Total for San Diego County: 3 Office(s)

Ventura County

477942	18	2245 Ventura Blvd	Camarillo	93010	<u>11</u>
478303	33	199 E. Thousand Oaks Blvd.	Thousand Oaks	91360	<u>11</u>
477946	22	4360 E. Main St. Suite D	Ventura	93003	<u>11</u>

Total for Ventura County: 3 Office(s)

Total Offices in California:

Total Number of Offices found: 74

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**Federal Reserve Hearing for CIT Group Acquisition of OneWest
Thursday, February 26, 2015
Federal Reserve Bank, 950 South Grand Avenue,
Los Angeles, California 90015**

Thank you for giving me this opportunity to provide my statement. My name is Michael Chan and I am the President of ASIAN, Inc., a nonprofit tax exempt corporation that seeks to empower our disadvantaged Asian American Pacific Islander and other racial minority communities by removing obstacles to their socio-economic advancement in California.

Over our last 43 years, we have developed over 1,000 affordable housing units. We assisted over 15,000 Low to Moderate (LMI) persons with Limited English Proficiencies secure homebuyer education, foreclosure counseling, and financial literacy training in Northern California. We also operate 3 Minority Business Development Agency Business Centers in San Francisco, San Jose and Fresno, where we have assisted hundreds of minority businesses secure hundreds of millions of dollars in contracts and capital. We have compiled a significant trackrecord that illustrates our deep understanding of the broad community reinvestment issues that are being discussed here today.

Based on our humble experiences, ASIAN, Inc. is compelled to currently oppose the CIT Bank merger due to what we see are significant flaws and limitations in the CIT Bank CRA Benefits Plan which in our opinion can and should be remedied by CIT Bank.

We understand this this is a unique merger of a retail bank, OneWest Bank, based in Southern California, and an internet bank, CIT Bank, which can accept deposits from anywhere. This poses some unique CRA challenges, particularly regarding the basic fundamental CRA tenet that deposits collected from a community need to be reasonably reinvested back into that community.

With significant deposits being made over the internet to CIT Bank in conjunction with deposits received at OneWest Bank branches in Southern California, it is good to know that CIT Bank will recognize internet deposits in Southern California for reasonable reinvestment in Southern California. This is a good start.

This also says that CIT can track where internet deposits are coming from not only in Southern California but anywhere else in and outside of California. Given that there is a consensus within the community development leadership that where deposits are taken is where those deposits need to be reasonably reinvested.

The proof is on CIT Bank to show that their CRA Benefits Plan can address the reinvestment of deposits received outside of Southern California back into reinvestments that impact disadvantaged LMI communities from where these deposits came from. The reinvestment needs are just as severe in Fresno, Stockton, Sacramento, Oakland, San Francisco, East Palo Alto, San Jose and other California localities as they are in Southern California.

Otherwise endorsement of the CIT CRA Benefits Plan as-is with its presumed flaws would send the wrongful message that de facto redlining via the internet cannot be prevented.

This would be a tragic precedent for CRA rankings for internet banks. Their CRA Plan needs to be revised to address this systemic imbalance between the location of deposits and where community reinvestments are made. This is where the CRA regulations are maybe a step behind internet banking and need to protect the intent and integrity of the CRA Act.

We all want to avoid redlining as an unintended consequence. This is why it is so very important to require CIT Bank to develop a more transparent, realistic and comprehensive CRA Benefits Plan that will benefit all of California's disadvantaged, culturally diverse, and Limited English proficient LMI communities that have deposits with CIT Bank.

Esther M. Lofton
1327 S. Van Ness Avenue
Los Angeles, CA 90019

February 9, 2015

Mr. Scott Turner, VP
Federal Reserve Bank of CA
Federal Reserve System
101 Market Street
San Francisco, CA 94105

Attention: Janet Yellen, Chair of the Federal Reserve System

Dear Mr. Turner:

I read in the Los Angeles Times the week-end of 2-6-2015 an article titled *Feds to hear merger on One West and CIT*. According to the article this merger would make CIT a bank too big to fail, and One West would therefore be an integral part of CIT.

I am writing you to challenge the claim made by One Bank which was the federal monies it received were beneficial to the minority community, of which I am a part. If they mean the federal monies benefited a select oligarchy, you will get no argument from me. But I am a black American and a member of the poorest community in America.

Until this year I had as my congressional representative first Yvonne B. Burke followed by Dianne Watson, Karen Bass and now Xavier Becerra. The first three representatives, all black, female like me, have received correspondence from me regarding case #895188: Leon E., Jr. and Esther M. Lofton v. School Board of LAUSD (the absence of letters before the numbers is indicative of its age) filed In Superior Court of California at Los Angeles.

Case #895188 is basic (re work to Americans with less than independent means) and complex. I am its author. January 23, 1964 Los Angeles County Deputy Counselor Ron Apperson signed the document titled *Pretrial Conference* which, in effect, was an admission of guilt, on the part of the defendants, to each and every allegation, a copy of which is enclosed.

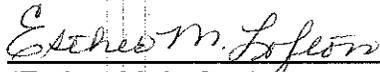
November 22, 1975 pursuant to Amendment X, USC the Plaintiffs, case #895188 forwarded a petition by certified mail containing the Judgment and Order, to

the last judge of court of record, the honorable Donald R. Wright who through two successive appointments by Governor Ronald Reagan had assumed the position of Chief Justice to the Supreme Court of the State of California, a copy of which is enclosed. January 7, 2008 President-elect Barack Hussein Obama received special mailing of case #895188, the Pretrial Statement, its Judgment and Order and a copy of *Theft by Court, Inglewood and Culver City Municipal Courts Enforce Black Codes*.

The federal monies received by One West bank were appropriated by members of Congress with the approval of President Barack Obama, each of whom is named herein, and each of whom is under oath to obey and respect the constitution and laws, especially as to the constituents and voters, to whom they are indebted for their office.

Case #895188 still pends. Conclusion members of the minority community are totally lacking in representation pursuant to the constitution and laws. Leon E. Lofton, Jr. (01-16-18 to 07-16-030) was an honorably discharged, disabled American combat infantry veteran of a foreign war(WWII, 92nd Infantry Division, U.S. Army)

Sincerely,



(Esther M. Lofton)

Sent under cover of certified mail #7008 1830 0004 4951 6590.

Cc:

Congressman Xavier Becerra, 34th Congressional District, House of Representatives, Washington, D.C. 20505

Janet Yellen, Chair, Board of Governors, Federal Reserve System, Twentieth (20th) Street and Constitution Avenue, N.W.; Washington, D.C. 20551

1 LEON E. LOFTON, JR. and
2 ESTHER M. LOFTON
3 541 West Manchester Boulevard, Apt. #7
4 Inglewood, California 90301
5 P.O. Postmaster, Box 277
6

7 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
8

9 Leon E. Lofton, Jr. and Esther M.
10 Lofton,

11 Plaintiffs

12 vs.

13 School Board Members of the Los
14 Angeles Unified School District,
15 Defendants.

CASE NO. 895188

JUDGMENT BY COURT

16 This matter came for decision before the Honorable Donald R. Wright,
17 who on April 12, 1967 was the presiding Judge of the Superior Court of
18 the State of California for the County of Los Angeles, where the plaintiffs
19 appeared in propria persona and the defendants' were represented by Los
20 Angeles County Counsel Ron Apperson who had on January 23, 1967 signed the
21 required Pre-Trial form(s) admitting guilt on the part of the defendants
22 to "each and every allegation" in the presence of The Honorable J. Wesley
23 Reed, Judge Pro Tem and who (Mr. Ron Apperson) stated in open court that
24 he was here "for settlement."
25

26 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiffs (Leon E.
27 Lofton, Jr. and Esther M. Lofton) recover from the defendants the sum of
28 three billion three hundred twenty-seven million nine hundred seventy-seven
29 thousand two hundred forty-two dollars and sixty-six cents (\$3,327,977,242.
30 66) one-third of the net worth of the Los Angeles Unified School District
31 for the year of 1973 which was nine billion nine hundred eighty-three
32 million nine hundred twenty-one thousand seven hundred twenty-eight dollars
33 (\$9,983,931,728) as provided by law.
34

35 The Clerk is ordered to enter the judgment.
36
37
38
39

(Judge)

40 Date

(EXHIBIT 4)

PRETRIAL FORM NO. 1

NOTICE

Pursuant to Rule 222, Rules for the Superior Court, adopted by the Judicial Council, as amended, effective September 1, 1964, Sections 1, 6, 10, 12 and 13 of this form need not now be completed if waiver of pretrial is sought.

LEON E. LOFTON, JR. AND

Attorney for ESTHER M.H. (pro. per)

541 W. MANCHESTER BLVD #7, INGLEWOOD, CALIF.

Telephone No. (NONE)

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

LEON E. LOFTON, JR. AND ESTHER M.H. LOFTON.

No. 895188

JOINT PRETRIAL STATEMENT

Check Applicable Box:

SCHOOL BOARD MEMBERS OF LOS ANGELES UNIFIED SCHOOL DISTRICT AND ALL JOHN DOES.

- 1. [X] Request for waiver of pretrial conference and pretrial order.
2. [] Auto accident case.
3. [X] General civil case.

Before completing this form, read Pretrial Policy Memorandum and follow instructions in check list. Wherever insufficient space is provided in this form, additional sheets should be attached as exhibits.

The undersigned, being all of the parties who have appeared in this action, or their counsel, file this joint statement pursuant to Rule 210(e) [or Rule 222 (waiver)].

1. NATURE OF THE CASE:

Conspiracy to deprive Leon E., Jr. and Esther M.H. Lofton of the right to work as teachers or in any other endeavor, through:

- a. Fraud
b. Political maneuvers
c. Denial of Due Process of Law
d. Unfair Judicial Decision
e. Illegal search of property (furniture)
f. Illegal seizure of property (U.S. Mails)

1 If box 1 is checked, Form No. 3 (Proposed Order Waiving Pretrial) should be submitted with Form No. 1.

2 If exhibit sheet is attached, refer to exhibit in the appropriate paragraph(s) in this form and use same paragraph number(s) in the exhibit as in the form. If material is lengthy, entire form may be typed.

IF NOT AUTO ACCIDENT CASE, SET FORTH AGREED OR ADMITTED MATTERS
IN THIS SPACE (ADD SHEETS IF NECESSARY)

No matter has been denied.

- Original action was accepted with "good cause appearing therefore" signed in Change of Venue by Judge Chas. Johnson of Sacramento Superior Court.

- CRA 6266 Appellate Department of Superior Court of Los Angeles which contains same matters was accepted: "on its merits."

3. **SETTLEMENT.** We certify that the parties have, in good faith, discussed settlement but cannot agree upon a settlement. (See L. A. Pretrial Policy Memorandum No. 10 B.)

4. **DISCOVERY.** We certify that all depositions and discovery proceedings have been completed, except as follows (EXPLAIN VARIANCE FROM CERTIFICATE OF READINESS):

CRA 6266 (above) and hearings in Matters of Juvenile Court of Los Angeles (No. 10) could be classed as depositions and discovery.

5. **LAW AND MOTION.** No law and motion matters are pending or contemplated, except as follows for the following reasons (EXPLAIN VARIANCE FROM CERTIFICATE OF READINESS):

6. **UNSERVED PARTIES.** It is requested that the action be dismissed as to all defendants/cross-defendants, except: (Insert names of all defendants/cross-defendants to be retained in suit.)

~~Mr. William Carrager, Mrs. Kathleen Stevens, Mrs. Bowman,
Mr. Carl Mertens, Mr. Arrol Burns, Mrs. Lucille Burckhalter,
et al.) E. M. L. & L. E. Lytan Jr.~~

Los Angeles Unified School District.
AA.

The reasons for not requesting dismissal as to any unserved party who has not appeared and who has not been defaulted are as follows:

The members of the School Board, a corporate body, are responsible for the actions of persons in their employ.

PRETRIAL FORM NO. 1

3.
(over)

7. REQUEST FOR PRETRIAL WAIVER. We certify that in our opinion neither attendance at a pretrial conference nor a pretrial order would serve a useful purpose. (If not a waiver case, say NOT APPLICABLE.)

8. ESTIMATED TRIAL TIME AND JURY DEMAND. The time estimated for trial is 5 days. Jury trial has (NOT) been demanded by

Mr. Ron Apperson, Deputy County Counsel

Plaintiff(s)/defendant(s)

9. AGREEABLE TRIAL DATE. We have contacted the calendar clerk and have been advised that the following trial date is available which is convenient to all counsel: (If not a waiver case, say NOT APPLICABLE.) We are always available, (Emil and L.S.P.)

10. RELATED CASES. The following cases are pending which arose out of the same occurrence (if "none", so state): Matters of: (JUVENILE COURT)

Michael Lofton	317592-0191985	CE 46
Verna	317593-0191986	CE 46
Steven	317594-0191987	CE 46
Darry	323623-0200741	CE 46
Tracy	323624-0200742	CE 46
Nina	323625-0200743	CE 46

11. NOTICE OF TRIAL. The parties do/do not waive notice of trial.
(strikes one)

12. EXTENSION OF TIME TO RULE ON WAIVER. If the court, within the time provided by Rule 222 for the court to act on this request for pretrial waiver, orders this case placed on the Special Pretrial Settlement Calendar pursuant to Rule 207.5, the time within which the court may act on this waiver request is extended to and including the 10th day after the conclusion of the settlement conference. (If not a waiver case, NOT APPLICABLE.)

13. STATEMENT OF LEGAL AND FACTUAL CONTENTIONS.* The joint or separate statement(s) of legal and factual contentions as to the issues remaining in dispute and itemization of claimed special and general damages as required by Rule 210 (c) or Rule 222 (c) (if applicable), are attached hereto or will be filed separately.

14. PROPOSED ORDER.† A proposed order waiving pretrial conference and pretrial order is filed herewith. (If not a waiver case, say NOT APPLICABLE.)

DATED: December 21, 1966, 1966

Leon E. Lofton, Jr.
Elmer M. St. Lofton
Attorney(s) for Plaintiff(s)

Ron Apperson, Deputy
Attorney(s) for Defendant(s)

1-23-67

* Use Pretrial Form No. 2 for this. All such statements must be filed within the required time. See L. A. Pretrial Pol. Memo., Par. 6(a).

† Use Pretrial Form No. 3.

REQUEST TO TESTIFY 2-26-15 LOS ANGELES

Helen Kelly
P.O. Box 237
Pleasanton, CA. 94566
Email neonsunset@aol.com
Telephone; (925) 484-0807

February 16, 2015
Via Delivery Confirmation

By Mail

Mr. Scott Turner, Vice President, Community Engagement
Federal Reserve Bank of San Francisco
101 Market Street
San Francisco, California 94105

By eMail to sf.community.development.info@sf.frb.org

By Facsimile to 415-977-4011

RE: Request to Testify at the Public Meeting, Los Angeles Branch of the Federal Reserve Bank of San Francisco, February 26, 2015 ; *Demanding Establishment of Independent Investigation of One West Bank for Criminal Prosecution and Financial Recoveries*

Dear Mr. Turner:

Pursuant to your instructions, I hereby submit the information that you requested from those who want to testify on February 26, 2015 at the Los Angeles Public Meeting.

I. Brief Statement of the Nature of My Testimony (including my **Opposition** to Proposals of One West Bank sale/merger to Cit Group; *Demanding Establishment of Independent Investigation of One West Bank for Criminal Prosecution*)

Estimated Time for my Presentation: 5 Minutes.

I already submitted my Statement to the Federal Reserve Bank of NY, to the OCC, and to the FDIC with respect to requesting the scheduling of a Public Hearing.

STATEMENT of Former Prosecutor:

I am here as a Senior Citizen, and an owner of a more than 20 year family home, who was forced to do business with One West Bank when it took over my mortgage company, First Federal. I am also a member of a group of over 450 victims of One West Bank, who have actively interfaced with 1000's of other One West Bank victims across the country. Additionally, I document this for you as a former Criminal Prosecutor for a State Attorney General's office and former Chief Counsel to that State's Banking Commissioner. I wrote testimony for a U.S. Senate Banking subcommittee.

One West Bank DEFIES the Laws of the USA—REVOKE ITS BANK CHARTER

One West Bank's intentional lack of compliance with banking procedures and laws disqualifies them to hold a Banking Charter. My experiences, and those of 450 people in my group of One West Bank victims [as well as thousands of victims across the country], exemplify that the One West Bank charter should be immediately revoked for the ongoing defiance of the laws of the United States.

In fact, in May of 2011, I had a One West Bank Default Escalation Specialist laugh at me when I said that I would bring his illegal activity to the attention of One West Bank Chairman Steven Mnuchin. [I wrote over 10 letters directly to Chairman Mnuchin from Fall of 2010 to May 2011, with Delivery Confirmations.] The escalation specialist, Mike Albers, a former SEAL specially assigned to "*handle me,*" laughed and said that everything that I sent to One West Bank Chairman Mnuchin was unopened and immediately went to Albers.

There was **NO INTEREST OR COMMITMENT for legal compliance** from even the founding, presiding Bank Chairman Mnuchin [formerly of the Goldman Sachs "Mnuchin" Dynasty] who lives in a "**\$30+ Million mansion** [75 times the value of our homes, 22,000 sq. ft.] in Bel Air, Beverly Hills, California

Even my November/December 2010 letters to One West Bank Vice President Brandon went unanswered, so I forwarded them to Mr. Mnuchin for his information about the fact that his bank's systems were apparently broken. The only result that I could see was that Vice President Brandon's name was removed from future HAMP/foreclosure correspondence so there was no longer one person to whom one could specifically report to on violations of the laws.

One West Bank Management Intentionally Designed Fraud Schemes to Steal Homes

On top of that, I have received communications stemming from former insiders at One West Bank [whistleblowers] who acknowledged that they were directed by Top Management of One West Bank to create deceptive, corrupt systems to pretend that they were working on getting a revised mortgage or HAMP mortgage modification for distressed homeowners **WHEN IN FACT** simultaneously the One West Bank managers were setting up those targeted homes for foreclosure sales. **THEN** the managers were rewarded with obscene "*Bonus Money for the Bank's racketeering in the fraudulently triggered foreclosure sales.*"

You will find confirmations of the "**tsunami of One West Bank's fraud and theft**" in the multitude of lawsuits filed against One West Bank, or one of its many *alias names* like "Association" as used in a Consent Order with the Federal Government [which is being violated by One West Bank *right now*]. Look especially for those lawsuits that were "**sealed** due to One West Bank's demands in an effort to hide its illegal acts from the Government and the other homeowner victims of the racketeering."

Additionally, the One West Bank personnel were instructed on how to “run up” and “fabricate fictitious add-on fees” over and over again on a home mortgage so that the mortgage balance when it went to foreclosure sale was FAR LARGER than anyone ever could have foreseen. What should have been a 30 day process for a HAMP [per normal mortgage application processing] turned into 12-15 months of delays, lies, and machinations. I got multiple foreclosure sale notices, trustee notices, etc. that were all added along with unearned attorney’s fees over and over again onto my mortgage while I fought the illegal “dual tracking” scam of One West Bank when I was applying for a HAMP modification, repeatedly.

[The Top Trustee of the U.S. Bankruptcy Court confirmed this after careful study of the phony “snowballing” of costs. One homeowner was assessed \$52,043 in mortgage servicing costs when in fact only \$3,156 could be proven!!]

In December 2010, I got a surprise and totally unexpected Foreclosure Notice from Vice President Brandon during the holiest of Christian Holidays..Christmas holiday. Also multiple white sheets of paper were noticeably taped to my front door, for all to see in my *cul de sac*....to further shame me in front of my Christian neighbors of 20+ years. This was undoubtedly intentionally timed to harm Christians, as I have found out later from other Christian victims. The foreclosure sale was scheduled for February 16, 2011.

Despite a long and arduous process of encountering repetitive lies and tricks by One West Bank, I got a HAMP modification in November 2011. I did not get it readily through the “promised” program of One West Bank because endlessly One West Bank, even in the same conversations, gave me at least THREE conflicting reasons/explanations for my HAMP application status, simultaneously: [1] Not qualified for HAMP. [2] Got all of your HAMP materials and you will know in a couple of weeks. [3] You have missing documents for your HAMP application.

I got ALL THREE conflicting explanations over and over again for months, and even in the same telephone conversation!!! For example, on December 2, 2010, the nature of the missing documents changed from one moment to the next: [1] a One West Bank letter said documents A, B, and C were missing; [2] an immediate call to the One West Bank Customer Service number connected me to a “recorded message for my mortgage number” as I waited for a human being....that recording said I was missing Documents Q, R, and S. When I challenged a manager Supervisor Danny, indicating that his Customer Service representative had CONFIRMED that all of my HAMP documents were there in their computer, the manager who insisted I was missing documents took one-two minutes as a “pretend look” at the computer and came back to proclaim that I was definitely missing documents that he would NOT identify to me. I told him to talk to his Customer Rep who had just taken 45 minutes to find each of my documents in their computer, confirming that **there were NO missing documents for my HAMP application.**

THE MANAGER RESPONDED “**If I did not find them, then the documents do not exist.**” I told Supervisor Danny that he was an “accomplice to criminal fraud.” He hung up.

I finally got a HAMP in November 2011, but only after I wrote on June 2011 to BOTH the Chairman of **Sears Holding Company [Sears, K-Mart]** where Steven Mnuchin is on the Board of Directors and **Mike Dell of Dell Computers** who is a key investor in One West Bank. I advised them of the multiple, endless violations of law under Mnuchin’s leadership of One West Bank.

And the illegal acts of One West Bank continued with respect to the HAMP document. Default Escalation Specialist Mike Albers refused to clarify/justify the numbers in the HAMP balances and the gouging deferred balances. I asked for help in getting the clarification of the HAMP numbers from “Kenneth” of the secretive HAMP Level II Department in the U.S. Department of Treasury and he responded that he would not be able to get One West Bank to disclose in compliance with the laws!! Kenneth said that I was lucky to get a HAMP from One West Bank because the One West Bank finalized very few HAMP applications. It looks like **One West Bank stripped my equity** and I am just “a renter” for the rest of my life in my 20+ year family home.

ONE WEST BANK’S DEFIANCE OF THE LAWS CONTINUES FOR “YEARS.”

For about 2 years, I never got a monthly mortgage statement from One West Bank [or IndyMac], and never got acknowledgements of my payments....multiple violations of the laws, including misappropriation of funds. My demands for an accounting of my mortgage fell on deaf ears. For the most recent period, I have gotten monthly statements from One West Bank [IndyMac] AFTER THE DUE DATE for the mortgage payment and with TWO CONFUSING, DIFFERENT BALANCES DUE on the same page.

My partial reporting herein is only the tip of the iceberg of “Bait and Switch Schemes” of One West Bank, which was founded by Steven Mnuchin, upon his leaving Goldman Sachs to start the bank [former Executive Vice President of Goldman Sachs, in charge of IT and sophisticated computerized financial systems] and whose father was the top Goldman Sachs executive. U.S. Senator Levin of Michigan in 2011 said it best “**Goldman Sachs is a snake pit of corruption.**”

If defiant violators are not stopped and not prosecuted for violating the laws of the U.S., there will be NO NATION OF LAWS and hence, NO DEMOCRACY.

SAY “NO SALE” TO CIT GROUP... SET UP “WATERGATE COMMISSION”

In order to take a significant step "for the People" in getting our "Nation of Laws" back, I suggest that an Independent Commission like the Watergate Commission be established to investigate One West Bank, prosecuting criminal acts that the "genuinely independent" investigators confirm, and then establishing a significant pool of penalty funds from One West Bank that is dispersed to the victims of One West Bank's highway robberies [as the BP Gulf Spill Fund and Bernie Madoff reimbursements were handled]. Also, the legal precedents are there as typified by Countrywide Financial and Enron—crooked executives went to jail.

A handwritten signature in cursive script that reads "Helen Kelly". The signature is written in dark ink and is positioned on the right side of the page, below the main text block.