

From: [Hurwitz, Ivan](#)
To: [Steffey, Brian](#); [Bae, Philip](#); [Brannon, Lisa](#); [Caetano, Ruth](#); [McCune, Crystal](#); [Whidbee, Robin](#)
Subject: FW: CIT Group Inc. Proposed Acquisition of IMB Holdco LLC – Response to Request for Additional Information
Date: Tuesday, April 21, 2015 9:36:50 AM

From: Robbie [mailto:rjeffe1036@aol.com]
Sent: Monday, April 20, 2015 10:12 PM
To: Hurwitz, Ivan
Subject: CIT Group Inc. Proposed Acquisition of IMB Holdco LLC – Response to Request for Additional Information

Ladies and Gentlemen:

I have read the letter dated April 14, 2015 by Stephen M. Salley of the law firm Sullivan Cromwell LLP on behalf of their clients, CIT Group Inc. and Carbon Merger Sub LLC (together, the “Applicants”), as a response, prepared by the Applicants, to the email, dated March 17, 2015, from the Board of Governors of the Federal Reserve System (the “Board”) requesting additional information with respect to the Applicants’ application, dated August 20, 2014, to the Board in connection with the Applicants’ proposed acquisition of IMB Holdco LLC and certain related transactions (the “Application”).

As I read this letter, I am shocked as to the number of false claims and outright misleading and dishonest statements made on behalf of Onewest. Onewest claims that it sympathizes with the plight of the numerous homeowners that lost their homes as a result of Onewest’s fraudulent practices and it claims that some of their improprieties have been “errors”. In my experience, nothing would be further from the truth, and this can become obvious if one just glances and studies my case...

We tried once with a local "government funded" neighborhood office to have our loan modified and were told the modification would change the loan to over \$1400.00. We applied because we were sold a "pick a payment" loan but not told what that was. In fact, we were told our payment would be \$1200. In truth, we didn't, at that time understand loans. We signed and afterward learned that the \$1200. was the lowest we could pay and that it wouldn't even pay for the interest. After 5 years our loan was due to increase and we had to get it modified to something we could afford or lose it.

We tried for a modification with a company who travels from city to city working with loan companies. If they get a modification, they get paid. We pay nothing for their services. They tried and we were once again denied.

I tried working with IndyMac and doing it myself. I was told **repeatedly** that the faxes didn't go through, they didn't receive it from UPS, they couldn't find it etc. After months of that I finally gave up.

We finally paid a lady to work to get us a modification. She finally got it modified and we finally signed papers. The terms? We got a 2% fixed loan which we felt was excellent. Just one little problem though....They took no money off the loan and they added over \$300,000. of interest that will be due as a balloon payment at the end of

the loan - when we are in our 90's. The five years that we paid \$1200. monthly earned no equity and did pile up the interest. They sold us a bad loan, didn't explain it and made enormous profit from us.

As far as I'm concerned they are nothing but liars and thieves. We are on Social Security and the only reason we agree to the modification is because neither of us will live to be 90 years old. I ask you, how can you in good conscience let these people get away with this?

Ben and Robbie Jefferson

From: [Hurwitz, Ivan](#)
To: [Steffey, Brian](#); [Bae, Philip](#); [Brannon, Lisa](#); [Caetano, Ruth](#); [McCune, Crystal](#); [Whidbee, Robin](#)
Subject: FW: PROPOSED SALE OF ONE WEST BANK TO CIT GROUP...Response with facts. H. Kelly
Date: Tuesday, April 21, 2015 9:41:35 AM
Attachments: [Helen Kelly's Response to Salley letter 4-19-15.doc](#)

From: NEONSUNSET@aol.com [mailto:NEONSUNSET@aol.com]
Sent: Tuesday, April 21, 2015 3:12 AM
To: Hurwitz, Ivan; adamj.cohen@frb.gov; NY Banksup Applications Comments; WE.Licensing@occ.treas.gov; David.Finnegan@occ.treas.gov
Cc: neonsunset@aol.com
Subject: PROPOSED SALE OF ONE WEST BANK TO CIT GROUP...Response with facts. H. Kelly

Mr. Hurwitz email deliveries on April 20, 2015
Mr. Cohen
Mr. Finnegan [please forward copy to Mr. Bob Phelps in Chicago]

Good evening Gentlemen:

Please find attached my response to Mr. Salley's responses to your inquiries about aspects of the proposed One West Bank sale to CIT Group.

I am wondering why you are still processing/reviewing this proposed sale given the removal of the confidentiality to a significant *qui tam* on February 20, 2015 [that converts your posture to one of now suing One West Bank for Billions of dollars, on behalf of the Federal Government]?

Sincerely,
Helen Kelly
Pleasanton, California

ATTACHMENT.

April 15, 2015

Federal Reserve Bank of New York,
33 Liberty Street,
New York, New York 10045
Attention: Ivan J. Hurwitz
Vice President, Bank Applications

ivan.hurwitz@ny.frb.org

adamj.cohen@frb.gov

comments.applications@ny.frb.org

Office of the Comptroller of the Currency
Midsize Bank Supervision,
Attention: Bob Phelps
1 South Wacker Drive, Suite 2000
Chicago, IL 60606

WE.Licensing@occ.treas.gov

Senior Licensing Analyst David Finnegan David.Finnegan@occ.treas.gov

**Re: CIT Group Inc. Proposed Acquisition of IMB Holdco LLC –
Response to Request for Additional Information**

Ladies and Gentlemen:

I have read the letter dated April 14, 2015 by Stephen M. Salley of the law firm Sullivan Cromwell LLP on behalf of their clients, CIT Group Inc. and Carbon Merger Sub LLC (together, the “Applicants”), as a response, prepared by the Applicants, to the email, dated March 17, 2015, from the Board of Governors of the Federal Reserve System (the “Board”) requesting additional information with respect to the Applicants’ application, dated August 20, 2014, to the Board in connection with the Applicants’ proposed acquisition of IMB Holdco LLC and certain related transactions (the “Application”).

I am writing this at the time that a brave postman, Mr. Doug Hughs, flew in and landed on the Capital grounds, in order to deliver 521 letters to Congress, begging Congress to stop the corruption in the Federal government, and to restore us to a Nation of Laws. I write this letter in the same context.

Hereinafter I will refer to ALL of the iterations One West Bank, IndyMac, and CIT, et al. with their multitude of different corporate names with intentionally ambiguous and slight differences in names that will not be identified by ordinary victims, **as simply** One West Bank and CIT Group, encompassing all businesses even partially related to either of them. *A top banking executive of One West Bank gleefully bragged to a victim homeowner that One West Bank creates a multitude of small corporations, with slightly*

different confusing names, and with nominal assets so victimized homeowners who are victorious in courts have NO WAY to satisfy the judgments against One West Bank.

Also I will not address all of the falsehoods in the Salley letter because no one in your agencies cares about the truth from the homeowners anyway. I will be glad to complete my review, upon your genuine request.

MOST INTERESTINGLY, I and my colleagues *bravely* testifying at your Public Hearing on February 26th did NOT get copies/notice from Salley of his response that was formally filed with you on April 14, 2015 via late night email to his select audience. I emphasize “bravery and courage” because immediately after your hearing and one woman’s testimony, One West Bank expedited a foreclosure sale on the one woman’s home for punitive purposes.

So under “One West Bank rules” in the USA, THERE IS NO FREEDOM OF SPEECH to tell the truth.

PROBLEM ONE: Salley stated “One West has informed CIT that it is not aware of any government investigations related to the allegations identified by the Board.” [p.16, 60 of 71]

TRUTH: A *qui tam* filed by James Beekman of West Palm Beach, Florida against OWB and IndyMac, *et al* had its Federally imposed confidentiality LIFTED on February 20, 2015. One West Bank is now procedurally BEING SUED BY THE FEDERAL GOVERNMENT and the OCC for BILLIONS in damages. [another lie by One West Bank].

So the lawyers at Sullivan Cromwell [including attorney Salley] had no right to be communicating with the Federal agencies directly at any time since February 20, 2014.

Additionally, THERE SHOULD HAVE BEEN NO PROCESSING OF THE ONE WEST BANK SALE PREPARATIONS after February 20, 2015. Both the Federal Reserve Bank and the OCC knew of the *qui tam*’s transformation in advance of February 26th, 2015 [I provided 3 written reports, three emails from several attendees on February 26th and a subsequent email to several of your staff] and One West Bank once again did not reveal this to CIT.

Disturbingly, Salley formally notes additionally that the Federal agencies made requests of Salley in writing in March 2015 to explain the questions that I am right now only partially responding to in light of the *qui tam*.

IN LIGHT OF THIS QUI TAM, I RESPECTFULLY REQUEST THAT THE BREACHES OF THE QUI TAM STOP IMMEDIATELY.

PROBLEM TWO: ONE WEST BANK HAS NOT PRESENTED THE TRUTH.

As I read the Salley letter, I am shocked as to the number of false claims and outright misleading and dishonest statements made on behalf of One West. One West claims that it sympathizes with the plight of the numerous homeowners that lost their homes as a result of Onewest's fraudulent practices and it claims that some of their improprieties have been "errors". In my experience, nothing would be further from the truth, and this can become obvious if one just looks at my proof.

TRUTH: To quote from Salley's letter at p.16 [page 60 of 71]: "...Many of the identified allegations have been subject to comprehensive examination and testing by or at the direction of the OCC pursuant to the consent Orders." No one in our group of over 400 victims of One West Bank have ever seen any evidence of that comprehensive examination and testing over 6 years. Please provide the specifics.

Frankly our joint impressions and experiences is that your regulatory agencies have put "the FOX in charge of the HEN house..."...One West Bank in charge of its victims.

Personally, I have proof in 7 bound volumes that I offered at the February 26, 2015 Federal Reserve Public Hearing. I have film of my proffer to your Panel. I also have 12 boxes of chronologically arranged documents of the "designed" fraud scheme of One West Bank in order to steal homes. BUT no one on your Panel or in the government is interested in the proof of racketeering, fraud, and theft by One West Bank. No one on the Panel asked a single question of us victims, all day long. We were limited to 3 minutes for our remarks. Papers are shuffled, and whatever One West Bank pretends is the truth is rubber stamped by the Government Agencies.

I thought that your agencies were supposed to be regulators in the industry BUT it looks like One West Bank is the real regulator.

A Florida Judge recently agreed with me that "One West Bank lies." See Freiday v. One West wherein the judge said in essence "baloney" when One West Bank represented to a judge, under sworn attestations as to truthfulness "all conditions precedent to the acceleration of the note and foreclosure of the mortgage have occurred or have been performed, waive or excused." REVERSED. REMANDED. Florida COA 4th District. Judge Zoohary noted illegal kickbacks in this arrangement that were very profitable for One West Bank, so this incentivized One West Bank even further to design and set up even more defaults on the mortgages.

Another lie by One West Bank..... Speaking of lies, take a look at the AIG case that One West Bank settled for \$335 MILLION for insurance fraud. How about One West Bank

suing Lehman Brothers to try and keep the records locked up because the documents showed that One West Bank DID NOT OWN THE LOANS?!!!!

PROBLEM THREE: [p.17, 60 of 71] “CITB received an overall CRA rating of “Satisfactory” from the FDIC on its March 2013 performance evaluation.”

TRUTH: How can CIT Group be getting Satisfactory ratings so close to the time of having defrauded the U.S. Treasury of hundreds of millions of dollars? How can CIT Group be considered as a qualified buyer by any Federal Agency for a transaction of BILLIONS after bilking America so dramatically and using the “washed company” to pretend to be qualified to buy One West Bank? From where did the funds come? Hidden in the Cayman Islands or elsewhere, defrauding the American taxpayers who may pay more in taxes than CIT Group does in comparability? Morally and legally, how can the sale be considered qualified for a governmental review let alone giving CIT Group a “satisfactory rating?” Something disingenuous about all of this story?!

Do I detect a “shell game?” Under which shell is the stolen taxpayers’ TARP funds? **Should one of you report this to the U.S. Bankruptcy Court Trustee for further investigation?** Or are the 5 key funders of One West Bank those who are actually completing the shell game by providing the positioning/backing of CIT Group to “pretend to be a qualified buyer?”

And the end result of such a “shell game” is that the consumer histories, the records of One West Bank fraud, the telephone call recordings, etc. “will be lost.” to any legal efforts to compel discovery and production of essential records to support the contentions of victimized homeowners? Such “losses” have occurred when One West Bank did smaller transactions with IndyMac spin offs, Ocwen Financial, etc. as One West Bank reported to us in individual transactions.

PROBLEM FOUR: ONE WEST BANK LABELS THE HOMEOWNERS WHO ASK THAT THE LAWS MUST BE COMPLIED WITH, WITH “SPECIAL COMPLAINT STATUS” AND MONITORING/TRACKING.

TRUTH: So anyone who does business with One West Bank must lay down and let the One West Bank bulldozer drive over the laws and the homeowner with no respect for legal compliance by One West Bank.

Look at who are typical of the victims of One West Bank...it could be YOU and you can do nothing about it because NO ONE IS ENFORCING THE LAWS against the planned and designed violations by One West Bank.

The complete story has been uncovered by over 450 victims of One West Bank and thousands of others across the country, including 15,000 Petitioners against One West Bank, 50,000 Petitioners led by U.S. Senator Merkley “demanding that banking criminals

be criminally prosecuted right now,” by hundreds of organizations, by a former FDIC employee, by a former state Attorney General’s criminal prosecutor, by a former Chief Counsel to a state Banking Commissioner, by a former Chief Counsel to Divisions of Dayton Hudson Corp.[now “Target”], former Vice President of Union Bank, former partner of international litigation law firm Robins, Kaplan, Miller and Ciresi [that brought the cigarette industry to its knees], mortgage industry managers, homemakers, small businessmen, Hollywood actress, “World Class” Hall of Fame athlete, Manhattan-based international interior decorator, software executives, first woman President of a State Bar Association, AND former employees of One West Bank [whistleblowers]. This Group can give you the records, proof, testimonies, and recorded, filmed interviews of the One West Bank robbery victims.

Is a law abiding bank, as One West Bank is falsely portrayed in the Salley letter, one that would monitor, stalk, and microsupervise clients who just ask for legal compliance with the laws of the United States as to be expected from a bank with the privileged status of a “Bank” chartered by the US Authorities?

PROBLEM FIVE : ONE WEST CLAIMS THAT THE REPORTS OF THEIR ILLEGAL ACTS ARE “WITHOUT MERIT.”

TRUTH: The One West Bank records DO NOT reflect the truth and are NOT complete. but no one reviews the homeowners’ records....not Salley and not the Federal Regulators.

Not only do we have over 450 sets of documents describing the lies by One West Bank, BUT we also have access to “One West Bank whistleblowers” who will confirm our descriptions.

Look at page 3, [or 48 of 71]...”Several of these participants have had longstanding disputes with One West.” That clearly demonstrates a smelly inference being drawn that we victims of One West Bank’s fraud are deadbeats or bums. ON THE OTHER HAND, one can construe that statement demonstrating that One West Bank does NOT try to comply with laws, does NOT try to work out problems with homeowners, and does try to slander or disparage anyone who tries to get One West Bank to acknowledge and honor the applicable laws. All of these inferences underscore the other Problems described in this document and solidly discount directly Mr. Salley’s “glowing” report.

PROBLEM SIX: THE ONE WEST BANK DISRESPECT FOR THE BASIC BANKING/FINANCIAL LAWS IS CONTINUAL, UNCEASING, YEAR AFTER YEAR.

TRUTH: THE BANKING CHARTER FOR ONE WEST BANK MUST BE REVOKED IMMEDIATELY. INCOMPETENT BANK. DOES NOT PROVIDE HIGH CALIBER BANKING SERVICES. DEFIES FINANCIAL LAWS.

The U.S. Senator from Vermont announced on a news talk show this weekend that TRILLIONS have been stolen from the Middle Class and transferred to the wealthiest .5% [one half of one percent] through foreclosure scams like this. The Middle Class has been totally destroyed by the unprosecuted thievery. More than 25% of Americans are NOW “food deficient.”

PROBLEM SEVEN: ONE WEST BANK HAS NOT DISCLOSED THE REAL NATURE OF ITS BUSINESS...CONTRARY TO YOUR UNDERSTANDING, IT IS NOT TO HAVE MORTGAGES REPAYED BY HOMEOWNERS BUT INSTEAD TO BE IN THE FORECLOSURE BUSINESS OF SEIZING THE HOMES BY TRICKS.

TRUTH: A recent industry article indicated “Banks have switched their traditional role of creditor seeking to get paid to something else --- a "servicer" or "Trustee" seeking foreclosure. In fact, in multiple cases where the homeowner has had sufficient funds to pay off the "debt" upon proof of ownership and balance, the banks have actually argued in court that they should not be required to accept the money. They argue that it is their election to seek foreclosure.” [Note: One West Bank did that in essence to one of the witnesses at your Feb. 26, 2015 Public Hearing, immediately after her testimony.]

“So the article points to 6 common tricks that banks sue to push homeowners into foreclosure. These tricks work because on some level most borrowers still trust the bank’s representations of ownership and balance and don’t think to challenge the basic foundation of the party claiming to be servicer or trustee or owner of the debt. There is no default if the alleged debt never existed. That doesn’t mean you didn’t get a loan. But it does mean that you didn’t get the loan that is referenced in the closing documents including the note and mortgage.

The six tricks:

Bank Trick #1: Refusing Payments

Bank Trick #2: Switching Service[r]s During Modification

Bank Trick #3: Breaching a Modification Contract

Bank Trick #4: Extra Fees & Escrow Accounts

Bank Trick #5: False Notices [like including an amount required to reinstate that is completely without any basis]

Bank Trick #6: Multiple Modifications

Foreclosure is clearly the fattest pot of gold possible and it’s for this reason foreclosure is the bank’s primary goal.”

CURRENT EXAMPLE FROM YOUR WITNESS ON FEB. 26, 2015

Right this moment, I got a call from a homeowner [who testified before you on February 26th] wherein the associates of One West Bank have allegedly dummied up phony

multiple bankruptcy filings by someone who has been portrayed as the homeowner and a phony proof of service for the subsequent punitive filing they did...the “REAL” homeowner has never heard of the person filing all of the bankruptcies against the homeowner’s property. The homeowner has never received notice of any of the filings. Today’s news was a total shock! One more trick by One West Bank’s associates, agents, and employees to steal another home? Only time will tell.

Keep in mind that this homeowner was immediately foreclosed upon after she testified on February 26, 2015 in front of your representatives and the CEOs of BOTH One West Bank and CIT Group. That is the portrayed “sincerity” of One West Bank that is professed in Salley’s letter—FALSE again! You can see that the truth was not told at your hearing or in the One West Bank reports to Salley.

Years back, this homeowner offered to pay off her mortgage but needed the various costs, add-ons, etc. to be identified as suddenly the mortgage balance had increased OVER \$100,000 in one year! **One West Bank refused to identify the sources/components of her mortgage balance and just said pay the amount [grossly inflated amount].**

If American Express sent you a Monthly Statement for an immediate payment of \$75,000, BUT you know for a fact that you had only charged \$50 for that month, would you pay or would you ask for an explanation?

A sensible answer would be to ask the company for an explanation. One West Bank’s response is “pay it or else, no matter what!” HENCE, one of your speakers on February 26, 2015 has had her home stolen by One West Bank because she would not pay off her mortgage until she knew the sources of the highly inflated charge-ons!!! For years, One West Bank refused to answer her question. Does that sound like an ethical bank that should be approved for a major sale, moving its substandard culture to an even bigger forum and reach for even greater damage to the USA?

As an aside, from this experience, the truth about One West Bank can not be told to a Federal regulator without catastrophic punishment. Homelessness.

You Regulators should investigate this truth at One West Bank. We victims of the One West Bank racketeering can provide the proof, including such testimony in legal actions, and of course we all know the major consequences for such significant legal misrepresentations in all of this, including the bases for racketeering and False Claims prosecutions, and those aiding and abetting, like the “phony homeowner” distressing the real homeowner’s title.

PROBLEM EIGHT: ONE WEST BANK BRIBED A GREAT NUMBER OF GROUPS TO VOTE IN FAVOR OF THE SALE IF THEY PROVIDED REPRESENTATIVES AT THE FEBRUARY 26, 2015 PUBLIC HEARING TESTIFYING IN FAVOR OF THE SALE.

ISSUE: Why is the money stolen in a racketeering scheme by One West Bank being redistributed to organizations “**for bribery purposes**” to benefit the criminal bankers **INSTEAD OF BEING RETURNED TO THE VICTIMS of the crimes by One West Bank? Look at it this way.....So my car is stolen, and the police give my car to a church instead of returning it to me, the victim? Flies in the face of morality and legality!!!**

PROBLEM NINE: CIT GROUP CLAIMS A DUE DILIGENCE REVIEW OF ONE WEST. [P. 25, 70 of 71]

TRUTH: One West Bank provided only what CIT Group wanted, in order to make this sale possible for the undetermined, but speculated “shell game.”

Shockingly when I know the facts of so many of our group’s collection of 450 victimized homeowners, Salley goes on to state “CIT believes that One West has structured its mortgage servicing operations to comply with the Consent Orders and with applicable laws and regulations, and subject to a small number of human errors, conducts its business in accordance with its policies and procedures...”

One of the whistleblowers who was formerly employed by One West Bank advised that the management designed policies and procedures that were solely intended to maximize the number of foreclosure sales through trickery and fraud. One incentive for the managers was huge payments/bonuses for each foreclosure sale!

There were no financial incentives for HAMP modifications that were completed with the homeowner. However a “pretend pending” HAMP modification warranted special fees/payments from the government so the goal appeared to be simultaneously alot of pending modifications while fast steps were taken behind the scenes to get completed foreclosure sales after sufficient “delay and ancillary” fees were accrued to “add onto” the mortgage balances. THEN the 85% reimbursement under the FDIC Loss Share Agreement to be paid by the Federal Government to One West Bank would be calculated on “a far larger basis” than any reasonable person would have anticipated for a typical mortgage. And add to this “fat financial return” that with some of the foreclosed houses One West Bank has been paid multiple times for the very same house! Several full payments for the very same foreclosed homes....incredible if true! [Any for many of these houses, One West Bank did NOT have one scintilla of ownership or legal right to foreclose...but the Bank got “multiple” full payments. Talk about an incentive to foreclose on family homes.]

So the statement that One West Bank complies with “its policies and procedures” SHOULD NOT give comfort to any regulatory agency without the agency conducting its own long term, independent, stealth testing through individual mortgage applications, or as a novel approach, making inquiries of the actual victims of the policies and procedures...the victimized homeowners.

So CIT Group's vouching for One West Bank's legal compliance is SOLELY BASED on what One West Bank wanted to provide and not provide to CIT Group for its review.

OR as it is rumored in the banking community, no other banks expressed any interest in buying One West Bank because of the rumored worthless or toxic assets that do not evidence or support proper ownership interest by One West Bank. [so there is NO real asset to be sold to CIT Group, except the FDIC Loss Share Agreement requiring BILLIONS to be paid to CIT Group as it has already been paid to One West Bank.]

So the financial industry rumors go like this: that One West Bank is desperate to sell to any entity and hence the explanation for the apparent window dressing applied to CIT Group to meet your needs for approval. And hence, this is the rationale for the overly enthusiastic support by CIT Group for One West Bank's positioning when the facts were not sufficiently investigated.

PROBLEM TEN: NEW BOARD MANAGEMENT HAS OLD BOARD MANAGEMENT.

TRUTH: Salley touts the "new board management" after the sale as giving the appearance that everything will be new and in compliance with laws, as in direct contrast to the practices of One West Bank. I understand that the founding CEO of One West Bank, Steven Mnuchin, who was formerly the Executive VP of IT for Goldman Sachs [world expert on computers, IT services and capability with "state of the art" expertise and equipment as demanded by a top financial company] had enormous problems for six years with his One West Bank computers. [???

I wrote to CEO Mnuchin many, many times innocently believing that he would want to fix his company's problems. That is what I would want to do as CEO. BUT now I know that "the computer has problems" was the justification for the dual tracking. I have proof of names, dates, times, details of conversations with One West Bank personnel that clearly demonstrate that the pretend computer problems justified the dual tracking scam to trick homeowners. [and then I found out that the managers got HUGE bonuses for successfully flipping an innocent HAMP modification request into a foreclosure sale].

And now Steven Mnuchin, the designer of the "failed computer system" is going on to CIT Group's new management. I have been told that a leopard can not change his spots.

PROBLEM ELEVEN: THE SUMMARY OF THE INDEPENDENT FORECLOSURE REVIEW GROUP PROCESS AND FINDINGS IS TOTALLY FALSE.

TRUTH: I know first hand that Salley's praise of the Independent Foreclosure Review group's findings with respect to One West Bank is based on totally false premises from the perspective of "independent auditing." For the audit, the instructions were to keep your proof until asked. I wrote many times, with delivery confirmations, asking WHEN

to provide the proof. No Answers. And then suddenly I am told by a Delivery from One West Bank [NOT an independent auditor] that not one of my pages of damages claims was even worthy of \$1. How can that be a fair audit? With no evidence from the victims?

PROBLEM TWELVE: ONE WEST BANK CONTINUES ITS CULTURE OF BEING A “BULLY BANK” EVEN AFTER 4 YEARS OF HAMP PAYMENTS [40 PAYMENTS PRECISELY].

TRUTH: So even after my 40 monthly payments to One West Bank, One West Bank still violates the laws. For example, day after day, One West Bank calls a business with a recorded collection call about me that does not even wait to contact me...just disparaging me to the first person to pick up the business phone...many times, 3-4 times a day. The President of the company told them to stop and One West Bank refused to stop. The calls continued UNTIL I testified on February 26, 2015. Then they abruptly stopped.

Now after nearly 3 years of NO MONTHLY STATEMENTS for the mortgage [aren't statements required under the law?], I get those monthly statements 20-23 days AFTER the Due Date for the payment. And on the very same mortgage statement, THERE ARE TWO DIFFERENT payments due. How can that be? To this former accountant and Honors Business Graduate at a world class university, I can NOT understand the monthly statement and know that it will be totally worthless to ask One West Bank as you can never tell if the truth is being told to you.

For several months, One West Bank this spring sent me monthly statements with TWO mortgage payments being due immediately! How can that be? I was current on my monthly mortgage payments. HERE WE GO AGAIN...false bookkeeping and no way to get it corrected, as there is NO REGULATORY BODY holding One West Bank's feet to the fire. [By the way, one of those erroneous statements demanding TWO mortgage payments when none were due, arrived two days before I testified at your hearing on February 26, 2015. I testified to the errors. Afterwards, in the coffee break area, I ran into CIT Group Chairman Thain and asked him if he could help me in getting the massively erroneous One West Bank statement corrected. His face turned purple with what I could only assume was rage, and rudely turned his back to me, and raced back into the Hearing Room where I could not speak to him. If I was the CEO of CIT Group and had had Mr. Salley make truthful representations about One West Bank and CIT Group helping the homeowners, I would have said “let me introduce you to Mr. Otting's One West Bank chief staff members in attendance here today who can investigate this blip in their system for you.” That clearly was not the case. That real life example of their “current” attitude is not what Salley describes in his letter to you.]

PROBLEM THIRTEEN [Page 48 OF 71]: One West Bank is reported in Salley's letter as “works hard to serve those borrowers properly and in accordance with legal obligations...”

TRUTH: If so, why are there so many lawsuits against One West Bank and all of its iterations? Why are there so many complaints filed with federal and state authorities? Oh, I forgot...many of the lawsuits have been sealed with very strict confidentiality requirements. Oh, I forgot that federal authorities turned over our complaints to One West Bank to RETURN THEM TO US IN A BUNDLE. Is that so the Federal authorities could state that there were no complaints against One West Bank pending?

PROBLEM FOURTEEN: ANY REDACTION OF OUR PUBLIC TESTIMONY OR SUPPRESSION OF OUR EVIDENCE IS OBJECTED TO VIGOROUSLY AND WILL BE PROTESTED.

There is so much more to share BUT no one in the Federal Regulatory agencies is genuinely asking me or the thousands of other victims of One West Bank for our facts and proof of the civil and criminal wrongdoings by One West Bank.

AND NOW you should not be asking me anything in the context of your reviewing the proposed sale of One West Bank to CIT Group because of Mr. James Beekman's heroic *qui tam* that is trying to save all of us and stop the unprosecuted corruption.

As of February 20, 2015, WE ARE NOW ALL PLAINTIFFS SUING ONE WEST BANK FOR THE RECOVERY OF BILLIONS. There should be NO review processing at this point in time at all.

Best regards,
Helen Kelly
P.O. Box 237
Pleasanton, California
Email neonsunset@aol.com

P.S. Now how is One West Bank going to penalize me for having spoken the truth, like they penalized my February 26th panelist colleague by foreclosing on her home when all she had asked originally was for an explanation of her balance before paying the mortgage because thousands and thousands of dollars had mysteriously appeared on her mortgage? Perhaps send another round of Italian-type street thugs to stake out my 20 year family home with their phony stories, until I challenge them and get the truth, as well photos of them? I have their license plates and even a One West Bank email admission from their "tough 'former military SEAL' Default Escalation Specialist" in 2011 that they specially assigned to this "68 year old senior woman troublemaker" (wherein the One West Bank's Mike Albers admitted that One West Bank sent such teams to my home). **I am not a troublemaker**..I am an American citizen, a highly respected and accomplished retired professional who has written testimony for the U.S. Senate Banking Committee, lectured on Debt Collection Practices, co-authored books and educational videotapes, raised a Foster child, been personally invited by a U.S. President to a special, all day, working conference [along with the Chairmen of United Airlines, Starbucks, Cummins Engines, Betty Friedan, the President of the Washington

Post, etc.] and established successful charitable fundraising events, ...who only asks that One West Bank comply with the laws of the United States. A One West Bank “troublemaker?”

From: [NY Banksup Applications Comments](#)
To: [Whidbee, Robin](#); [McCune, Crystall](#); [Caetano, Ruth](#); [Brannon, Lisa](#)
Subject: FW: CIT-OneWest Application
Date: Tuesday, April 21, 2015 2:39:38 PM
Attachments: [Response to FRB 3-17 Additional Information Request.pdf](#)
[Public Redacted Versions of Confidential Exhibits.pdf](#)

From: Joan Aarestad
Sent: Tuesday, April 21, 2015 2:38:54 PM (UTC-05:00) Eastern Time (US & Canada)
To: NY Banksup Applications Comments; WE.Licensing@occ.treas.gov
Subject: Fwd: CIT-OneWest Application

Gentlemen/Ladies

I recently sent this email to a representative of CIT. Please consider the following information as you continue to review the suitability of CIT and OneWest to form a merger.

Regards,
Joan Aarestad

Begin forwarded message:

Thank you for this information. I object to the redaction of the financial information as a member of the public affected by the proposed merger of CIT with OneWest Bank. Transparency is of the utmost importance in a transaction of this scale and nature.

In that regard, I have requested information from CIT regarding its past community reinvestment information because no public information is available. I would appreciate your assistance in encouraging CIT to provide me promptly with the information as to past investments. More importantly, I would like to be kept fully advised of plans to invest in our communities, as proposed by Joseph Otting during the hearing. Last, I would like transparency on the formation of the community advisory board.

On Apr 15, 2015, at 6:20 AM, Auten, Taylor wrote:

Please see the attached.

This e-mail is sent by a law firm and contains information that may be privileged and confidential. If you are not the intended recipient, please delete the e-mail and notify us immediately.

From: NEONSUNSET@aol.com
To: [Steffey, Brian](mailto:Steffey_Brian); Phillip.Bae@ny.frb.org
Cc: [Hurwitz, Ivan](mailto:Hurwitz_Ivan); [NY Banksup Applications Comments](mailto:NY_Banksup_Applications_Comments); WE.Licensing@occ.treas.gov; David.Finnegan@occ.treas.gov
Subject: URGENT- STOP PROPOSED SALE OF ONE WEST BANK TO CIT GROUP...Response with facts.
Date: Tuesday, April 21, 2015 2:25:06 PM
Attachments: [HelenKelly"sResponsetoSalleyletter4-19-15.doc](#)

Mr. Brian S. Steffey
Mr. Phillip Bae

email deliveries on April 21, 2015

Gentlemen:

Please find attached my response to Mr. Salley's responses to your agencies' inquiries about aspects of the proposed Sale of One West Bank to CIT Group.

I object to the concept of the sale for all the reasons enumerated in my attached letter, and more.

I object to the fact that the U.S. Government is still communicating with One West Bank and working on its projects when the U.S. Government is a Plaintiff suing One West Bank for Billions of dollars. See *qui tam*.

[Broward County FLORIDA qui tam unsealed 2-20-15. Beekman vs. One West Bank Case No.: 9:12-CV-81138-RSR]

By the way, the email address for Mr. Cohen BOUNCED back. Would one of you please forward this attached email and Responsive letter to Mr. Cohen at his correct email? Thank you.

Best regards,
Helen Kelly
PO Box 237
Pleasanton, CA. 94566
personal email neonsunset@aol.com

ATTACHED LETTER Objecting to the sale of One West Bank to CIT Group

From: NEONSUNSET@aol.com
To: ivan.hurwitz@ny.frb.org, adamj.cohen@frb.gov, comments.applications@ny.frb.org, WE.Licensing@occ.treas.gov, David.Finnegan@occ.treas.gov
CC: neonsunset@aol.com
Sent: 4/21/2015 12:11:45 A.M. Pacific Daylight Time
Subj: PROPOSED SALE OF ONE WEST BANK TO CIT GROUP...Response with facts. H. Kelly

Mr. Hurwitz
Mr. Cohen
Mr. Finnegan [please forward copy to Mr. Bob Phelps in Chicago]

email deliveries on April 20, 2015

Good evening Gentlemen:

Please find attached my response to Mr. Salley's responses to your inquiries about aspects of the proposed One West Bank sale to CIT Group.

I am wondering why you are still processing/reviewing this proposed sale given the removal of the confidentiality to a significant *qui tam* on February 20, 2015 [that converts your posture to one of now suing One West Bank for Billions of dollars, on behalf of the Federal Government]?

Sincerely,
Helen Kelly

Pleasanton, California

ATTACHMENT.

From: [Cristina Clifford](#)
To: [Hurwitz, Ivan](#); adamj.cohen@frb.gov; [NY Banksup Applications Comments](#); David.Finnegan@occ.treas.gov
Subject: CIT Group Inc. Proposed Acquisition of IMB Holdco LLC-Response to Request for Additional Information
Date: Tuesday, April 21, 2015 6:41:58 PM
Importance: High

Ladies and Gentlemen:

I have read the letter dated April 14, 2015 by Stephen M. Salley of the law firm Sullivan Cromwell LLP on behalf of their clients, CIT Group Inc. and Carbon Merger Sub LLC (together, the "Applicants"), as a response, prepared by the Applicants, to the email, dated March 17, 2015, from the Board of Governors of the Federal Reserve System (the "Board") requesting additional information with respect to the Applicants' application, dated August 20, 2014, to the Board in connection with the Applicants' proposed acquisition of IMB Holdco LLC and certain related transactions (the "Application").

As I read this letter, I am shocked as to the number of false claims and outright misleading and dishonest statements made on behalf of Onewest. Onewest claims that it sympathizes with the plight of the numerous homeowners that lost their homes as a result of Onewest's fraudulent practices and it claims that some of their improprieties have been "errors". In my experience, nothing would be further from the truth, and this can become obvious if one just glances and studies my case.

I can prove that **the contents have major lies**. Would a Federal Reserve Bank/OCC "genuinely independent investigator" please contact ME for the facts? No one ever has contacted me for my facts of fraud by One West Bank, for fair and independent analysis.

If it were not for IndyMac/OWB, I would currently still own my home. I have tons of documentation even from my lawyer, that can prove major lies.

I know that "**nothing has been fixed**" at One West Bank and IndyMac. The same violations of laws and fraud continue over the years. The Sullivan report just regurgitates the same lies that One West Bank has told me over the years...hearsay upon hearsay, WITH NO PROOF.

I wonder why the sale review process was not frozen on February 20, 2015 when the confidential *qui tam* action by James Beekman of Florida had been disclosed. [Broward County, Florida, James Beekman vs. One West Bank, IndyMac, 9:12-CV-81138-RSR]. That immediately changed the legal postures....now the Federal Government is SUING One West Bank for **Billions of funds illegally diverted by the FDIC to 5 men** who own One West Bank, and that is the heart of the asset transfer in the proposed sale to CIT Group. **Why should our FDIC Billions that should go to our country's needs for food, military families, reduction of college loan balances, repair of roads and bridges ...go instead into the pockets of 5 men?**

I wonder why all of the One West Bank mortgage business is being considered as an asset for sale to CIT Group when you know that alleged "mortgage assets" have NO LEGAL BASIS IN

FACT. One West Bank has "defective titles" and "nonconforming transfers" so that **One West Bank has "no legal interest" and "no foreclosure rights" to sell!** So an **empty shell of fraud** is being permitted by the Federal Reserve Bank and the OCC to have "value" in order to be the basis of the proposed sale for Billions of dollars? Is this a "Shell Game" of numbers to further defraud the Taxpayer and Homeowners? What is behind the curtain?

CEASE AND DESIST REQUEST TO TAKE EFFECT IMMEDIATELY:

AS A TAXPAYER AND IN LIGHT OF THE BEEKMAN *QUI TAM* THAT SHOULD HAVE FROZEN THIS REVIEW PROCESS ON FEBRUARY 20, 2015, I DEMAND THAT THE FEDERAL RESERVE BANK OF NY AND THE OCC "CEASE AND DESIST" IN THE PROCESSING OF THIS PROPOSED SALE OF ONE WEST BANK UNTIL THERE IS A TRULY INDEPENDENT REVIEW OF THE REAL FACTS BY GENUINELY INDEPENDENT INVESTIGATORS WITH NO CONNECTIONS TO THE BANKS OR TO THEIR LAW FIRMS.

Sincerely,

Cristina Clifford, L.Ac, MSOM

**EX-homeowner with IndyMac/One West Bank - (FORECLOSED ADDRESS:
13987 Coteau Dr. Unit 11, Whittier, CA 90604)**

Kamran Banayan

7536 Mar Avenue
La Jolla, CA 92037
TEL: (858) 459-7579
Email: kbanayan@san.rr.com

April 16, 2015

Federal Reserve Bank of New York,
33 Liberty Street,
New York, New York 10045
Attention: Ivan J. Hurwitz
Vice President, Bank Applications

Office of the Comptroller of the Currency
Midsize Bank Supervision,
Attention: Bob Phelps
1 South Wacker Drive, Suite 2000
Chicago, IL 60606

RECEIVED
2015 APR 22 A 9 19
FEDERAL RESERVE BANK OF NEW YORK

**Re: CIT Group Inc. Proposed Acquisition of IMB Holdco LLC
Response to Request for Additional Information**

Ladies and Gentlemen:

I have read the letter dated April 14, 2015 by Stephen M. Salley of the law firm Sullivan Cromwell LLP on behalf of their clients, CIT Group Inc. and Carbon Merger Sub LLC (together, the "Applicants"), as a response, prepared by the Applicants, to the email, dated March 17, 2015, from the Board of Governors of the Federal Reserve System (the "Board") requesting additional information with respect to the Applicants' application, dated August 20, 2014, to the Board in connection with the Applicants' proposed acquisition of IMB Holdco LLC and certain related transactions (the "Application").

Before I delve into how Onewest's claims in the above letter are utterly false and are in direct contradiction to my own personal experiences, I would like to bring your committee's attention to a separate topic that was not discussed in that letter and yet is potentially a very critical aspect of the proposed merger.

Attached to this letter, please find a complete explanation of how Indymac Ventures LLC, a subsidiary of Onewest, and related to Onewest Loan Servicing, has foreclosed on

over 600 borrowers with construction loans like mine while not having had bonafide titles to these loans, thereby making these foreclosures wrongful and outright illegal, and open to substantial liability. Their cases, as far as the titles to their foreclosed properties are concerned, are very much like one aspect of my case as is spelled out in the attached motion. (PLEASE SEE ATTACHMENT & ENCLOSURES)

The \$117,000,000.00 set aside by Onewest to pay for potential claims would certainly not be enough to cover the losses of even this one category of claimants, once these borrowers find out about their rights.

I am attaching a list of these 600 loans (ENCLOSURE #2) that were wrongfully foreclosed upon by Onewest while the foreclosing entity did not have title to these loans. Although a great majority of these borrowers do not yet know about the alleged defect in the ownership chain of the titles of their notes, the few I have talked to are aware and waiting for the outcome of a specific case in the California Court of Appeals (Onewest through its subsidiary has already had an unfavorable ruling in this matter and is now appealing the court's decision), before they can proceed with their claims against Onewest. In short, this is a substantial liability that will fall on the shoulders of the future "too big to fail institution" at the expense of the taxpayer in the event these borrowers file lawsuits for wrongful and illegal foreclosures and the \$117 Million fund is exhausted. I would urge you to consider this fact among many others and not approve the merger between CIT and Onewest, at the very least not without contacting these borrowers and informing them of their rights in case and before the merger would be approved.

Further, please evaluate my comments below that are directly related to the letter dated April 14, 2015 by Stephen M. Salley of the law firm Sullivan Cromwell LLP on behalf of their clients.

As I was reading that letter, I was shocked as to the number of false claims and outright misleading and dishonest statements made by and on behalf of Onewest. Onewest claims that it "sympathizes with the plight of the numerous homeowners that lost their homes" as a result of Onewest's fraudulent practices, and it claims that some of their improprieties have been "errors". In my experience, nothing would be further from the truth, and this can become obvious if one just glances and studies my case as just one on-going example. After all, my case may be different than some of the other cases since I could have afforded the payments of my loan and had substantial equity in my property. It was Onewest that denied me my 30 year mortgage and instead offered me (along with threats of foreclosure) a 3 year term in the depths of the Great Recession in 2010 on a \$3,412,500.00 loan instead of the original 30 year term I had signed up for, and which they were obligated to honor.

Onewest claimed that I was in default because I did not finish my home's construction on time, while it was Onewest and its predecessor that had caused the delays in the first place by not disbursing funds in a timely manner, thereby causing the project to be delayed. Onewest knew full well about their breaches and plots, and even though they had extended my construction term and led me to believe that as long as I finished the construction of my home, the permanent 30 year financing that I had signed up for would

be intact, they nevertheless did not honor their commitment and today after 4 years of litigation are doing their best to sell or foreclose on the property. Instead of trying to remedy the situation in an amicable and fair manner as they are claiming in their letter to you, they have preferred to spend over a million dollars in attorney fees, and legally bribe the trustee of the bankruptcy court with a \$200,000.00 so called carve out to sell my house at any cost instead of any attempt to settle my case in a fair manner with me.

Once I finished construction, Onewest slapped me with a big surprise. Onewest told me that they will not honor the 30 year term of the loan I had signed up for and will only offer me a 3 year term instead. When I pleaded and objected, they threatened that either I will take the 3 year term offer instead of the 30 years or they will foreclose on my property. Having no choice but to seek legal counsel, I was pushed into a 4 year litigation up to date (and counting) while spending my life's savings in order to defend myself against this monster of a bank.

Later during the litigation I found out that Onewest had done this to 220 other borrowers and 3 years later, when those borrowers could neither sell or refinance their homes, and after threatening Onewest with 220 other potential lawsuits like mine, Onewest extended their loans for an extra 27 years, thereby giving those borrowers their original term of 30 years in a roundabout way. However, no such offer came my way.

I also learned that one of the reasons Onewest had offered me a 3 year term in lieu of the 30 years in the first place was because of their Profit And Loss Sharing Agreement with the FDIC and the further advantage that Agreement gave them, which stated that after 3 years Onewest's share of the profits would double, as the FDIC's share would be cut in half. So Onewest schemed that they can reduce my 30 year term to 3 years only, and have me make payments to them for 3 more years, so that they can foreclose on the property and double their share of the profits 3 years later. They knew full well that I would neither be able to sell or refinance the property in 3 years while we were at the depths of the Great Recession back in 2010.

Onewest decided to take its chances with me in court since in addition to their in-house attorneys they had an army of attorneys and unlimited funds at their disposal. Of course an institution who is litigating hundreds of lawsuits at the same time and has numerous high power firms and attorneys pander to their needs, knows and assumes that sooner or later their small opponents will either run out of funds, their opponents' attorney will make mistakes, the inefficiencies in the court system will bear fruit to their benefit. They have no regard for any human morals or ethics and do not care that they are destroying lives by the thousands. As long as they are foreclosing and thereby making profits and their attorneys are seemingly earning their livelihood by unleashing their talents in a unjust manner on ordinary individuals for their own gain, life is great for Onewest's major investors and it would be wonderful to become a "too big to fail institution", and make even more gigantic profits at the expense of the taxpayer who they have financially raped and plundered all along.

The following statements in their letter to you are utterly disingenuous:

“OneWest has acknowledged, including at the Meeting, that in some instances it has made errors in its servicing of forward and reverse mortgages. When a loan is past due and a borrower cannot meet his or her obligations, mortgage servicing becomes a complex, manual process, and OneWest believes that any process like this will have some degree of human error, however well controlled the operation. OneWest has advised CIT that, when errors are identified, it seeks to take appropriate action to correct the error as promptly as feasible. In addition, in accordance with the Independent Foreclosure Review (“IFR”), and where otherwise appropriate, OneWest has provided restitution to the customer. Moreover, OneWest has also advised CIT that since its inception and assumption of the mortgage portfolio and the existing mortgage servicing operations of IndyMac Federal Bank from the FDIC as receiver, OneWest management has worked to enhance continually its servicing practices, internal controls and compliance program, among other things.”

Onewest has not taken any “appropriate action to correct the error in my case”, neither have they even come close to attempt to provide any restitution in my case. Far from it they have dragged me and continue to do so in the courts for over 4 years while attempting to foreclose on the property. Up to date there have been over 40 sale dates scheduled to take my house away and counting.

And further:

“As OneWest previously indicated, it deeply regrets any errors that the bank made in servicing the loans of homeowners who were unable to make their mortgage payments, but OneWest believes that the independent review conducted through the IFR and other evaluations and testing support its view that OneWest works hard to serve those borrowers properly and in accordance with legal obligations. OneWest has advised CIT that it reviewed the individual cases of each participant at the Meeting who alleged errors or violations of law by OneWest to see if there is a basis for his or her claims and found that the allegations are without merit. Several of those participants have had longstanding disputes with OneWest”

How could they claim in their letter to you that Onewest “deeply regrets any errors that the bank has made in servicing loans of homeowners who were unable to make their mortgage payments”, when my case clearly demonstrates that they are actively, right now trying to foreclose or sell the property of a borrower who could afford the payments with all their power? A borrower whom they victimized by taking his loan away right from under his feet? Their claims in the above paragraphs just do not make any sense to any neutral observer.

And further:

“OneWest has advised CIT that it does not accelerate foreclosure proceedings beyond contractual and legal requirements and has in place policies and procedures designed to ensure compliance with all applicable requirements. As

noted above, improper foreclosure was specifically tested as part of the IFR, which found OneWest's error rate in that category to be minimal. OneWest has stated that it regrets situations where foreclosure did not proceed in accordance with legal requirements, but it believes that the data, including the findings of the IFR review, do not support any allegation of systemic improper foreclosure"

My experience demonstrates the exact opposite of every single sentence in the above paragraph.

Statements like these will never be believed and taken seriously by any just and neutral observer, when they study and research the conduct of Onewest. I beg your committee members to ask themselves how their own lives would have been ruined if their lender on their home would suddenly and unilaterally tell them that the remaining 30 years on their mortgage will now be reduced to 3 years in the depths of the Great Recession? How would they feel, if this lender spends over a million dollars in attorney fees to make sure that they take away their home because they did not accept the lender's bogus, unfair, and unjust offer. How would they feel, if they had to spend their life savings in defending themselves in court for over 4 years (and counting) against a monster with unlimited funds? All this while that lender paid literally pennies on the dollar to allegedly take over the loan in the first place. Would they vote that this monster of a lender be promoted to a "too big to fail institution" status so that the monster can take advantage of the taxpayer even further?

I hope and pray that your final decision for this merger will not be to the detriment of the taxpayer, and the Financial System with so much substantial and overpowering evidence available against Onewest from all directions.

Sincerely,


Kamran Banayan

Enclosures:

1. Banayan's Letter to Chair Janet Yellan dated February 17, 2015
 - 1a. Legal brief detailing lack of ownership of the notes on foreclosed properties
2. List of properties foreclosed by Onewest and its subsidiary Indymac Ventures LLC without proper ownership of the notes.

cc: Philip Bae
(Federal Reserve Bank of New York)

Adam Cohen

Andrew Hartlage
Bau Nguyen
(Board of Governors of the Federal Reserve System)

Elisa Johnson
(Federal Reserve Bank of San Francisco)

Kay E. Kowitt
(Office of the Comptroller of the Currency)

G. Edward Leary
(Utah Department of Financial Institutions)

Enclosure 1:

**Kamran Banayan's Letter to Chair Janet Yellan dated
February 17, 2015**

Enclosure 1a:

**Legal Brief detailing lack of ownership of the notes on the
Foreclosed Properties**

Kamran Banayan

7536 Mar Avenue
La Jolla, CA 92037
TEL: (858) 459-7579
Email: kbanayan@san.rr.com

February 17, 2015

Janet L. Yellen, Chair
Board of Governors of the Federal Reserve System
20th Street and Constitution Avenue N.W.
Washington, D.C. 20551

Office of the Comptroller of the Currency
Midsize Bank Supervision,
Attention: Bob Phelps
1 South Wacker Drive, Suite 2000
Chicago, IL 60606

Re: Merger between CIT & Onewest Bank.

Dear Chair Yellen & Comptroller of the Currency:

I am writing you in great distress to offer my opposition for the pending Onewest and CIT merger. I would appreciate your consideration as you evaluate the recent requests by Onewest, that public hearings not be conducted. I further urge you and other regulators not to approve this merger.

Onewest has financially destroyed me and thousands of other borrowers. As my case is unique, I will explain further below. However, in the meantime, I would like to bring your attention to the following:

1. In its efforts to petition to Chair Yellen and Comptroller of Currency, Onewest in their website encourages people to write:

“...This merger will I believe the management team and OneWest have demonstrated its commitment to our community and to serving the needs of not only their clients but the community at large and due to this, I do not believe there is a need for a public hearing. “

However in my personal experience dealing with Onewest, I believe that the above statement cannot be further from the truth.

To allow the merger between Onewest and CIT to proceed under any circumstance, especially without public hearings would be a travesty of justice, fairness and prudence after OneWest has demonstrated its non-commitment to any community and utter disregard for fairness in numerous communities across our country.

2. It would be ironic to witness a financial institution like Onewest, who has financially destroyed thousands of taxpaying borrowers including myself, and who has used the funds backed by the taxpayers to quash its litigants in court using massive funds at their disposal and abuse the justice system to their advantage, and whose behavior is a matter of record, and whose dealings with borrowers have been categorized by many as financial atrocities, to obtain the privilege of becoming a “too big to fail institution” whose liabilities will be covered by the taxpayer in the event of another economic slowdown.
3. Not knowing the specifics of my case and the legal ordeal Onewest has put me through in the past six years dealing with them at great personal expense, you may be inclined to dismiss my comments and warnings regarding this Monster of an Institution as comments from a disgruntled borrower or litigant who is facing foreclosure. However, through six years of litigation I have discovered evidence that should shock the conscience of your committee members – especially given the financial ruin caused by other institutions similarly situated to Onewest and IndyMac. To allow this institution to merge with a low-income lender on the heels of one of the worst recessions in this country would only ensure a repeat of the circumstances we are just now clawing back from.
4. Attached to this letter, please find a complete explanation of how Indymac Ventures LLC, a subsidiary of Onewest, and related to Onewest Loan Servicing, has foreclosed on over 600 borrowers with construction loans like mine, (aside from thousands of other foreclosures that are not the subject of my letter) while not having had bonafide titles to these loans, thereby making these foreclosures wrongful and outright illegal, and open to substantial liability. Their cases, as far as the titles to their foreclosed properties are concerned, are very much like one aspect of my case as is spelled out in the attached motion. (PLEASE SEE ATTACHMENT)

I have been privy to look at this list of over 600 borrowers and have had conversations with a few on the list. Although a great majority of them do not yet know about the alleged defect in the ownership chain of the titles of their notes, the few I have talked to are aware and waiting for the outcome of a specific case in the California Court of Appeals, before they

can proceed with their claims against Onewest. In short, this is a substantial liability that will fall on the shoulders of the future “too big to fail institution” at the expense of the taxpayer in the event these borrowers file lawsuits for wrongful and illegal foreclosures – I would urge you to consider this fact among many others and not approve the merger between CIT and Onewest, at the very least not without public hearings.

5. And in case you find my history as it pertains to Onewest relevant, I offer you the following for consideration:

I am about to lose a house (to foreclosure) that I have owned since 1994 and have worked on and spent most of my lifesavings building and remodeling from 2006 to 2010. In addition I have been in litigation with Onewest and its subsidiary from 2010 until present. For the sake of brevity I will leave out a lot of pertinent information that I can provide upon request.

- a. On January 8, 2007, I entered into a Residential Construction Loan with the former IndyMac Bank to obtain a thirty-two (32) year construction-to-permanent loan. For the first 15 months of construction there were no problems with the bank funding disbursements. Funds would be disbursed usually within 3 or 4 days. However as of March of 2008 when IndyMac bank started having financial difficulties that have been well documented, disbursements started to be substantially delayed, therefore causing delays in the completion of the project. Finally FDIC took over IndyMac in July 2008 and also further delayed disbursements, and subsequently Onewest Bank took over in March of 2009. Even though by March of 2009 construction was not finished due to delayed disbursements, Onewest extended the construction term of the loan and continued to fund the project also with a lot of delays in disbursements. For example one of the disbursements took 119 days to fund instead of 48-96 hours! Finally on May 13, 2010 the City of San Diego authorized occupancy. At that point Onewest still insisted that the project was not complete and did not fully fund the construction loan. However in August of 2010, OneWest indicated to me that they will finalize the loan only if I accept a 3 year term mortgage with a balloon payment at the end of 3 years instead of the 30 year term that I had originally contracted for. Given all the delays, this was not an acceptable Reverse Modification to the original deal.
- b. Since I could not accept their offer, I retained legal counsel for advice and was left with no alternative but to file a complaint in the Superior Court and pursue legal action. My attorney was shocked by Onewest’s behavior and took my case on contingency basis. Unfortunately, after more than 2 years in litigation, I never

made it to a trial by jury and the court granted OneWest's motion for summary judgment, which is now under appeal. My single Member Limited Liability Company that had title to the house had to file for chapter 11 bankruptcy protection. Because of further judicial technicalities, OneWest was able to convince the Judge to convert the case from a Chapter 11 to chapter 7 liquidation. The property is supposed now in the process of being auctioned off in the coming month – all while my appeal from the Superior Court case is still pending.

- c. All of this for a \$3.4 Million loan that was fully secured by the property. Onewest has spent over \$1 Million Dollars on attorney fees and I have incurred attorney fees well above \$500,000, while Onewest could have simply agreed to give me the original 30 year mortgage that I had contracted for, again, fully secured by the property. Ironically, I was not even asking for a loan modification per se, as thousands of other were, I was simply asking the Bank to uphold the original terms of my loan.
6. What is very disturbing, aside for the fact that I have spent 10 years of my life fulltime on this project is that unlike the majority of borrowers that find themselves in a similar predicament, I know that I would have had equity in the property were it not for litigation costs that consumed all my equity. Further, I could afford the payments, but only if Onewest honored the original terms of my loan. However, since I have filed a lawsuit against Onewest to protect my rights, primarily because I was denied my 30 year term loan, and damages caused due to delayed disbursements, Onewest has rejected to respond to any of my offers for a reasonable settlement in the past 5 years
7. Ironically, I have been led to believe that the reason Onewest easily favors spending funds on attorneys in lieu of any settlement which can be easily achieved (given their secured interests), is that on their Profit & Loss Share agreement with FDIC, any attorney fees would be funded from FDIC's portion of the interest in the loan, while Onewest only partakes from the proceeds and profits of any sale. That point is well beyond me and maybe one for the experts to decide. However, if this point is true, then of course it establishes further a future modus operandi for Onewest as a "too big to fail" institution, when its liabilities would be financed by the taxpayer, and any income or profit would go into their pockets. Their blatant disregard for the taxpayer's interest is very clear now at this point and should be explored at public hearings.
8. Apparently 220 other borrowers who were in the same situation as myself, had reluctantly accepted the 3 year terms offered to them instead of their 30 years terms and after the lapse of 3 years, having had difficulty to

February 17, 2015

refinance and payoff their entire loan balances, Onewest (probably to avoid 220 other lawsuits like mine), has offered them an extension of 27 years, thereby honoring their original obligations in a roundabout way. An offer that never came my way.

For further explanation or clarification, please contact me, and again I urge you not to approve the merger under any circumstance and at the very least not without public hearings.

Sincerely,

A handwritten signature in black ink, appearing to read "Kamran Banayan". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kamran Banayan

Enclosures:

Enclosure 1a:

**Legal Brief detailing lack of ownership of the notes on the
Foreclosed Properties**

1 John L. Smaha, Esq., Bar No. 095855
SMAHA LAW GROUP, APC
2 2398 San Diego Avenue
San Diego, CA 92110
3 T: (619) 688-1557
4 F: (619) 688-1558

5 Attorney for Plaintiff YBA Nineteen LLC

6 Saied Kashani, SBN 144805*
800 W. 1st St. Suite 400
7 Los Angeles, CA 90012
8 tel. (213) 625 4320

9 UNITED STATES BANKRUPTCY COURT
10 SOUTHERN DISTRICT OF CALIFORNIA
11

12 **IN RE:**) **Case No. 13-00968-LA11**
13) **Chapter 11**
14 **YBA NINETEEN LLC**)
15 **YBA NINETEEN LLC**) **COMPLAINT FOR DECLARATORY**
16 **Plaintiffs**) **RELIEF, INJUNCTION AND DAMAGES**
17 **v.**) **AND OBJECTION TO PROOF OF**
18 **INDYMAC VENTURE LLC.**) **CLAIM**
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INTRODUCTION.....1
JURISDICTION.....1
The Base Case and Parties.....1
ORIGIN AND ALLEGED CHAIN OF TITLE OF IMV LLC'S CLAIM..... 1
DISCOVERY..... 6
LEGAL ANALYSIS..... 6
FIRST CLAIM FOR RELIEF..... 8
SECOND CLAIM FOR RELIEF..... 8
THIRD CLAIM FOR RELIEF..... 9
FOURTH CLAIM FOR RELIEF..... 10
FIFTH CLAIM FOR RELIEF..... 10
TIMELINE..... 11

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PLEASE NOTE: THE FIRST 15 ITEMS ON THIS MOTION THAT ARE NOT RELATED TO OTHER LOANS ARE DELETED, IN OREDER TO SAVE TIME FOR THE READER AS THIS COPY IS NOW AN ATTACHMENT TO THE LETTER.

1
2
3 **ORIGIN AND ALLEGED CHAIN OF TITLE OF IMV LLC'S CLAIM**

4 15. Prior to 2008, IndyMac Bank F.S.B. was a duly organized bank
5 with headquarters in California that was engaged in, among other
6 activities, lending secured by real estate. IndyMac Bank F.S.B. is the
7 original and actual lender in this case.

8 16. As admitted by IMV LLC in the Declaration of Jeannie Caldwell
9 filed herein, on January 3, 2007, "Bank" or **IndyMac Bank F.S.B.** made an
10 actual loan (the "Loan") to an individual, Kamran Banayan ("Kamran"),
11 who was then the record owner of the Property. The Loan was evidenced
12 by a promissory note (the "Note") labeled an "Adjustable Rate Note"
13 dated January 3, 2007 and also a loan agreement of even date. The Note
14 was signed by Kamran as the borrower.

15 17. The Note was secured by a Deed of Trust (the "Deed of Trust")
16 also signed and executed by Kamran as owner of the property on January
17 3, 2007. The Deed of Trust secured, among other things, repayment of
18 the Note. The Deed of Trust named as beneficiary IndyMac Bank F.S.B. or
19 Bank. The Deed of Trust was duly recorded on the Property on or about
20 January 12, 2007.

21 18. IndyMac Bank F.S.B. or Bank was thus the first and only
22 *indisputable* holder of the Note and Deed of Trust.

23 19. IMV LLC claims to be the current holder of the Note and Deed
24 of Trust. IMV LLC's secured claim is based on the said Note and Deed of
25 Trust. However it is evident that IMV LLC is not the named payee or
26 holder of the Note or beneficiary of the Deed of Trust. IMV LLC does
27 not claim to be the successor-in-interest of IndyMac Bank F.S.B. through
28 acquisition of or merger with IndyMac Bank F.S.B. Instead, IMV LLC

1 claims to be at the end of a valid chain of title of the Note and Deed
2 of Trust that, necessarily, begins with IndyMac Bank F.S.B. and ends
3 with IMV LLC.

4 20. To prove its claim and standing herein, IMV LLC must
5 therefore establish a valid and unbroken chain of title from IndyMac
6 Bank F.S.B., the original holder of the Note and beneficiary of the Deed
7 of Trust, to IMV LLC.

8 21. The analysis begins with the declaration of IndyMac
9 Venture LLC's own witness, Jeanie Caldwell, filed in this Court on
10 April 10, 2013 (copy attached as Exhibit A). In paragraph 1 of
11 her declaration Caldwell defines terms and entities, specifically:

12 1. I am a First Vice President of IndyMac Mortgage Services, the servicing agent for
13 IndyMac Venture, LLC, a Delaware limited liability company ("Movant" or "Lender"). I am
14 familiar with the matters set forth herein based upon my own personal knowledge and my review
15 of the books and records of Lender, IndyMac Bank, F.S.B. ("Bank") and Indymac Federal Bank
16 FSB ("IMFB"), except for those facts which are based upon information and belief and, as to

17 Thus according to Caldwell:

18 **Lender** = IndyMac Venture LLC

19 **Bank** = IndyMac Bank F.S.B.

20 **IMFB** = IndyMac Federal Bank FSB

21 22. In paragraph 2 of her declaration, Caldwell correctly
22 states that on January 3, 2007, "Bank," or **IndyMac Bank F.S.B.**,
23 made the actual loan (the "Loan") in question in this case to the
24 borrower Kamran Banayan, and further that Bank received back a
25 deed of trust on the Property. This is the Loan and Deed of Trust
26 on which IMV LLC bases its secured claim today. Bank or IndyMac
27 Bank FSB is the originator and lender of the Loan, holder of the
28 Note, and the unquestioned original beneficiary under the Deed of

1 Trust.

2 23. In her declaration para. 3, Caldwell avers:

3 Bank. On July 11, 2008 Bank was seized by the Office of Thrift Supervision, which appointed the
4 Federal Deposit Insurance Corporation ("FDIC") as Receiver for Bank. Also on July 11, 2008,
5 the FDIC, as Receiver for Bank, transferred certain assets of Bank, including the Loan, to IMFB, a
6 newly chartered thrift for which the FDIC was appointed Conservator. On March 19, 2009, the

7 Thus on July 11, 2008, the FDIC was appointed Receiver of
8 "Bank," meaning of IndyMac Bank FSB. The same day, FDIC as
9 receiver of IndyMac Bank FSB **transferred the subject Loan to IMFB**
10 **or IndyMac Federal Bank FSB.** Therefore on and after **July 11,**
11 **2008,** the Loan was held by IndyMac Federal Bank FSB aka IMFB.

12 24. IMV LLC further claims that it received and recorded a
13 valid assignment of the deed of trust, a copy of which is attached
14 as Exhibit B. This is a document signed and dated June 22, 2009
15 and recorded June 30, 2009 in Official Records, County of San
16 Diego.

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 25. The assignment in no way, shape or form constitutes a
24 valid assignment. The assignment states:

25 **FOR VALUE RECEIVED, THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC**
26 **BANK, FSB ("Assignor") does hereby grant, sell, assign, transfer and convey, unto INDYMAC VENTURE, LLC, whose**
27 **address is: c/o Indymac Mortgage Services, Consumer Lending Division, 888 East Walnut Street, Pasadena, CA 91101, all**
28 **of Assignor's right, title and interest in, to and under that certain Deed of Trust dated January 03, 2007 and executed by**
KAMRAN BANAYAN, to and in favor of Indymac Bank, F.S.B., and recorded on January 12, 2007, in SAN DIEGO
County, State of CALIFORNIA, as Document Number 2007-0027949 (the "Deed of Trust"), which encumbers the
following real property:

. . . .

1 **IN WITNESS WHEREOF, the undersigned have executed this Corporation Assignment of Deed of Trust on June 22, 2009.**

2 **FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC**
3 **BANK, FSB**

4 By: *Daris Buckler*
5 **Daris Buckler, Attorney-in-Fact**

6 In other words, the document states that "FEDERAL DEPOSIT
7 INSURANCE CORPORATION AS RECEIVER FOR INDYMAC BANK FSB
8 ("**Assignor**") does hereby grant, sell... that certain Deed of
9 Trust." The document is also signed by FDIC as receiver of
10 IndyMac Bank FSB.

11 26. Thus by the assignment, in June 2009 IndyMac Bank FSB
12 (in receivership) purported to transfer the Loan to IndyMac
13 Venture LLC.

14 27. The problem, of course, is that as of the assignment,
15 June 2009, the identified assignor, "IndyMac Bank FSB," no longer
16 held the loan. Instead, as Caldwell averred, one year earlier, in
17 July 2008, the Loan had been transferred to an entirely separate
18 entity, IndyMac Federal Bank FSB. **Thus at the time of the alleged**
19 **assignment to IndyMac Venture LLC, the alleged assignor, IndyMac**
20 **Bank FSB, did not hold the Loan and had nothing to assign.**

21 28. The signer of the Assignment is Daris Buckler. On
22 February 12, 2013, Ms. Buckler testified in another case. Copies
23 of relevant pages of the deposition are attached as Exhibit D. At
24 p. 62 of the deposition Buckler confirmed:

25 Q. The first paragraph of your declaration
26 refers to a IndyMac Federal Bank FSB and
27 IndyMac Bank FSB. Do you see that?

28 A. Yes.

Q. **Are those two separate entities, IndyMac**

1 **Federal Bank, FSB and IndyMac Bank FSB?**

2 **A. Yes.**

3
4 29. This confirmation that what Caldwell calls "Bank" and
5 "IMFB" are two separate entities, was not available to debtor
6 herein until the week of July 10.

7 30. IMV LLC also contends, as it must, that it is the
8 assignee of the Note herein. Pursuant to the Commercial Code, the
9 note assignment or allonge, to be valid, must be physically
10 attached to the Note. IMV LLC's alleged note assignment or
11 allonge in this case, was also part of the Caldwell declaration is
12 and reproduced hereto as Exhibit C.

13 31. As an initial matter, the allonge is plainly not
14 attached to the Note. There are no staple or other attachment
15 marks visible on the copy filed with this Court.

16 32. But even if the allonge were attached, indeed especially
17 if it were attached, it is just as defective as the assignment of
18 deed of trust. The allonge, like the assignment, states it is an
19 assignment of the Note from "FDIC as Receiver for IndyMac Bank
20 FSB" to IndyMac Venture LLC.

21 33. The allonge is undated (which is a problem in itself).
22 Typically the allonge is executed the same date as the assignment
23 of deed of trust, or June 2009. But it is certain that the
24 allonge was executed after July 2008, because the putative
25 transferee, IndyMac Venture LLC, was not formed until March 19,
26 2009. Thus the allonge must have been executed after the Loan was
27 transferred to IndyMac Federal Bank FSB. Because the allonge
28 transferee is IndyMac Bank FSB, an entity that at the time of the

1 allonge, no longer held the note, the allonge is ineffective and
2 passed no title to IndyMac Venture LLC.

3 33A. Attached is a timeline illustrating the ineffective
4 transfers.

5 34. Although it is plainly not the holder of the Note or
6 Deed of Trust and has no standing to assert either instrument,
7 prior to the filing of the Petition herein, IMV LLC recorded a
8 Notice of Default and instituted a foreclosure of the Deed of
9 Trust. This action, in fact, precipitated the bankruptcy filing
10 herein. Post-petition, IMV LLC filed a Proof of Claim in which
11 IMV LLC asserted that it, IMV LLC, is the holder of the claim and
12 therefore the holder of the underlying Note and Deed of Trust.
13 IMV LLC also filed a motion for relief from stay and continues to
14 demand relief from stay. All of these activities caused damages
15 and expenses to the Debtor not to mention placed burdens on this
16 Court.

17 **DISCOVERY**

18 35. Prior to July 2013, Debtor accepted IMV LLC's claim of
19 standing in good faith and assumed that IMV LLC was the holder of
20 the claim. However in July 2013, the debtor and its bankruptcy
21 counsel "compared notes" with Attorney Saied Kashani, who has
22 litigated several cases against IMV LLC and related entities. Mr.
23 Kashani "brought to the table" the benefit of the deposition of
24 Daris Buckler and knowledge of IMV LLC's similar inaccurate claims
25 in another case. Debtor had no knowledge or reasonable means of
26 discovering this information prior to July 2013.

27 **LEGAL ANALYSIS**

28 36. California Civil Code § 2924(a)(6) provides:

1 No entity shall record or cause a notice of
2 default to be recorded or otherwise initiate
3 the foreclosure process **unless it is the**
4 **holder of the beneficial interest under the**
5 **mortgage or deed of trust,** the original
6 trustee or the substituted trustee under the
7 deed of trust, or the designated agent of the
8 holder of the beneficial interest. No agent of
9 the holder of the beneficial interest under
10 the mortgage or deed of trust, original
11 trustee or substituted trustee under the deed
12 of trust may record a notice of default or
13 otherwise commence the foreclosure process
14 **except when acting within the scope of**
15 **authority designated by the holder of the**
16 **beneficial interest.**

17 37. Because IndyMac Venture LLC is *not* a valid assignee of
18 the Deed of Trust, it is not the "holder of the beneficial
19 interest under the mortgage or deed of trust." Therefore IndyMac
20 Venture LLC had no legal right to record or direct the trustee to
21 record the Deed of Trust or otherwise commence or conduct a
22 foreclosure. IndyMac Venture LLC also has no valid secured claim
23 in this bankruptcy. Needless to add, IndyMac Venture LLC lacks
24 any standing to apply for relief from stay.

25 38. In bankruptcy court, the claimant must demonstrate
26 standing in order to pursue or enforce a claim. Courts have not
27 hesitated to sustain objections to claims where, as here, the
28 claimant cannot demonstrate standing. See In re Jones, 2008 WL
4539486 at *5 (Bankr.D.Mass Oct 3, 2008) (assignment of mortgage
required to establish accurate chain of ownership of mortgage);
see also In re Hayes, 393 B.R. 259, 270 (Bankr.D.Mass. 2008)
(order entered sustaining objection to proof of claim where bank
failed to demonstrate standing, either by showing that it held
note or mortgage or that it serviced loan); see also In re Maisel,

1 378 B.R. 19, 22 (Bankr.D.Mass. 2007) (bank filing lift-stay motion
2 must demonstrate standing).

3 39. This is not a situation where the claimant received a
4 valid assignment but failed to record it. Here, claimant recorded
5 an assignment and claims possession of an allonge. But both the
6 recorded assignment and allonge are defective in light of IMV
7 LLC's admissions.

8 **FIRST CLAIM FOR RELIEF**

9 **Objection to Claim of IMV LLC**

10 40. Plaintiff re-alleges and incorporates herein paragraphs
11 1 through 39, above by this reference.

12 41. The foundation of IMV LLC's claim is the Note and Deed
13 of Trust originally issued in favor of IndyMac Bank F.S.B. To
14 proceed, IMV LLC must establish a valid and unbroken chain of
15 title of the Note and Deed of Trust from IndyMac Bank F.S.B. to
16 IMV LLC.

17 42. IMV LLC has no chain of title or right, title or
18 interest in the subject Note or Deed of Trust, because IMV LLC's
19 stated assignor, IndyMac Bank F.S.B., as stated in IMV LLC's own
20 allonge and assignment of Deed of Trust, *no longer held* the Note
21 or Deed of Trust as of the date of the assignment and allonge.
22 IMV LLC therefore received nothing because its assignor had
23 nothing to assign.

24 43. The claimant must be the actual holder of the claim.
25 Whoever the current holder is, IMV LLC is plainly not the holder.
26 Therefore IMV LLC's claim should be rejected in full.

27 **SECOND CLAIM FOR RELIEF**

28 **Violation of 11 USC s 362(a)(3)**

1 otherwise seeking to enforce the Deed of Trust.

2 WHEREFORE, plaintiff prays as follows:

3 A. For an order disallowing and rejecting in full the claim
4 of IMV LLC filed in this Case, and removing any claim in favor of
5 IMV LLC from the schedules.

6 B. For actual damages.

7 C. For punitive damages.

8 D. For a declaration that IMV LLC is not the holder of the
9 subject Note and Deed of Trust and that any Notice of Default or
10 related instruments recorded by IMV LLC are invalid and should be
11 expunged from the record.

12 E. For a preliminary and permanent injunction enjoining IMV
13 LLC, its agents and assigns, and all those acting in concert with
14 IMV LLC, from instituting or causing to be instituted any
15 foreclosure of the Deed of Trust or otherwise seeking to enforce
16 the Deed of Trust.

17 F. For attorney fees and costs of suit.

18 G. For such and other relief as this Court deems proper.

19 Dated: July 22, 2013

20
21 _____
22 John Smaha
23 Attorney for Debtor

Saied Kashani
24 _____
25 Saied Kashani
26 Special Counsel (proposed)

27 **TIMELINE**

Date/evidence	Event	Consequence
28 January 3, 2007 - Caldwell Decl. para. 2	IndyMac Bank FSB aka "Bank" originates and makes the loan and takes the Deed of Trust	IndyMac Bank FSB is the sole holder of the Deed of Trust and Loan
July 11, 2008	FDIC takes over IndyMac Bank FSB	IndyMac Bank FSB becomes a receivership

1 2 - Caldwell Decl. para. 3		
3 4 July 11, 2008	IndyMac Bank FSB transfers the Loan assets to IndyMac Federal Bank FSB aka IMFB	Thereafter, IndyMac Federal Bank FSB holds the Deed of Trust and Loan
5 6 7 8 9 June 22, 2009	Date of purported assignment of Deed of Trust from "IndyMac Bank FSB" to IndyMac Venture LLC	Ineffective assignment. The assignor did not hold the item purportedly being assigned. Deed of Trust remained with the July 2008 assignee, IndyMac Federal Bank FSB

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Enclosure 2

Enclosure to Letter dated April 16, 201
By Kamran Banayan to the Federal Reserve Bank of New York

**List of Approx. 600 properties that were foreclosed by
Onewest/Indymac Ventures LLC, in spite of their lack
of ownership of these loans.**

These borrowers need to be commentators for the merger

These borrowers need to be contacted and informed of their rights

**List of 600 properties foreclosed by Onewest/Indymac Ventures LLC
WITHOUT their Ownership of the loans**

County	APN	STNDAddress	STNDCity	NDSta
COCONINO	400-72-010	1430 ANTELOPE CIR	SEDONA	AZ
MARICOPA	304-90-775	19097 E VALLEJO ST	QUEEN CREEK	AZ
MARICOPA	217-68-319	21039 N 102ND ST	SCOTTSDALE	ow
MARICOPA	219-11-826	38525 N 103RD PL	SCOTTSDALE	AZ
MARICOPA	304-69-969A	3917 E BROOKS FARMS RD	GILBERT	AZ
MARICOPA	211-68-126	1411 E CHICKASAW CT	DESERT HILLS	AZ
MARICOPA	304-76-219K	1783 E CAMINA PLATA CT	GILBERT	AZ
MARICOPA	400-52-361	11189 QUINN DR	GOODYEAR	AZ
MARICOPA	304-76-220C	6324 S 154TH ST	GILBERT	AZ
MARICOPA	175-43-003	10620 N MILLER RD	SCOTTSDALE	AZ
MARICOPA	400-01-125X	13917 W INDIAN SPRINGS RD	GOODYEAR	AZ
MARICOPA	201-08-046G	10001 W MARIPOSA GRANDE	PEORIA	AZ
MARICOPA	219-47-905	41247 N 95TH ST	SCOTTSDALE	AZ
MARICOPA	216-72-184	9614 E CINDER CONE TRL	SCOTTSDALE	AZ
MARICOPA	175-62-007E	6600 E DOUBLETREE RANCH RD	PARADISE VALLEY	AZ
MARICOPA	219-39-065T	29200 N 146TH ST	SCOTTSDALE	AZ
MARICOPA	303-54-410	12614 E VICTORIA ST	CHANDLER	AZ
MARICOPA	169-19-010	6547 N 43RD PL	PARADISE VALLEY	AZ
MARICOPA	303-54-409	12611 E VALLEJO ST	CHANDLER	AZ
MOHAVE	104-32-120	2555 AVALON LN	LAKE HAVASU CITY	AZ
MOHAVE	105-17-082	2801 PASEO DORADO	LAKE HAVASU CITY	AZ
MOHAVE	108-03-162	3283 CRESTVIEW DR	LAKE HAVASU CITY	AZ
MOHAVE	222-41-006	1563 ILONA DR	BULLHEAD CITY	AZ
MOHAVE	329-04-239	21430 N SENATOR BLVD	WHITE HILLS	AZ
MOHAVE	113-08-503	3811 CANYON COVE DR	LAKE HAVASU CITY	AZ
MOHAVE	120-19-248	4299 E CORONADO RD		AZ
PINAL	107-21-042	3481 S FIRST WATER TRL	GOLD CANYON	AZ
YAVAPAI	303-05-104G	25520 N LINDA LN	PAULDEN	AZ
YAVAPAI	201-13-180	22450 W EL GRANDE TRL	WICKENBURG	AZ
YAVAPAI	306-57-106	12320 W COOPER MORGAN TR	PRESCOTT	AZ
BENTON	01-12044-000	4203 NE KENSINGTON AVE	BENTONVILLE	AR
PULASKI	54R-003-01-033-00	8 LIVEREE LN	LITTLE ROCK	AR
ALAMEDA	48D-7281-52	GIRVIN DR	OAKLAND	CA
ALAMEDA	43A-4641-45	8600 THERMAL ST	OAKLAND	CA
ALAMEDA	81D-1635-36	27097 CALL AVE	HAYWARD	CA
ALAMEDA	48G-7432-12-1	BALSAM WAY	OAKLAND	CA
ALAMEDA	37A-3134-46-6	1220 ARIANE CT	OAKLAND	CA
ALAMEDA	37A-3134-45-4	1210 ARIANE CT	OAKLAND	CA
ALAMEDA	37A-3134-44-4	1200 ARIANE CT	OAKLAND	CA
ALAMEDA	84B-405-36	2867 EUGENE TER	CASTRO VALLEY	CA

ALAMEDA	413-51-60	19065 STANDISH AVE	HAYWARD	CA
ALAMEDA	48H-7506-14-2	6085 GRIZZLY PEAK BLVD	OAKLAND	CA
ALAMEDA	48F-7372-45	1912 GOULDIN RD	OAKLAND	CA
ALAMEDA	40A-3419-72	3048 73RD AVE	OAKLAND	CA
ALAMEDA	48B-7140-10-2	205 SHERIDAN RD	OAKLAND	CA
ALAMEDA	48B-7140-11-3	207 SHERIDAN RD	OAKLAND	CA
ALAMEDA	99A-1610-15	7123 CEDAR MOUNTAIN DR	LIVERMORE	CA
ALAMEDA	425-80-4	25633 CLOVER RD	HAYWARD	CA
ALAMEDA	48E-7322-69-2	1830 ARROWHEAD DR	OAKLAND	CA
AMADOR	003-310-008	2901 GRAPEVINE GULCH RD	IONE	CA
BUTTE	069-200-011	55 KOKANEE DR	OROVILLE	CA
BUTTE	079-350-012	1383 MOUNT IDA RD	OROVILLE	CA
BUTTE	069-530-026	86 OMAN DR	OROVILLE	CA
CALAVERAS	020-018-005	7602 OLD EMIGRANT TRL W	MOUNTAIN RANCH	CA
CALAVERAS	036-009-010	8739 HIDDEN VALLEY RD	MOUNTAIN RANCH	CA
CALAVERAS	072-009-012	3379 ANTONOVICH RD	VALLEY SPRINGS	CA
CALAVERAS	072-031-003	2907 HARTVICKSON LN	VALLEY SPRINGS	CA
CALAVERAS	073-046-023	34 WOODPECKER CT	VALLEY SPRINGS	CA
CALAVERAS	073-046-023	34 WOODPECKER CT	VALLEY SPRINGS	CA
EL DORADO	082-211-09-100	3800 MILLBRAE RD	CAMERON PARK	CA
EL DORADO	077-693-04-100	5901 PENNYROYAL DR	POLLOCK PINES	CA
EL DORADO	120-442-09-100	263 POWERS DR	EL DORADO HILLS	CA
EL DORADO	123-300-30-100	5424 DA VINCI DR	EL DORADO HILLS	CA
EL DORADO	123-230-40-100	4243 CORDERO DR	EL DORADO HILLS	CA
EL DORADO	104-220-15-100	6381 SALMON FALLS RD	PILOT HILL	CA
EL DORADO	109-470-20-100	7265 STEEPLE CHASE DR	SHINGLE SPRINGS	CA
EL DORADO	046-690-23-100	6964 FLAT CREEK RD	SOMERSET	CA
FRESNO	053-230-455	7880 W MOUNT WHITNEY AVE	RIVERDALE	CA
FRESNO	333-120-365	17265 E TRIMMER SPRINGS RD	SANGER	CA
FRESNO	128-303-02	42008 AUBERRY RD	AUBERRY	CA
FRESNO	190-242-27	36360 SAND CREEK RD	SQUAW VALLEY	CA
FRESNO	150-310-055	12472 E DEEP AVE	CLOVIS	CA
HUMBOLDT	500-152-03	1010 OLD ARCATA RD	ARCATA	CA
HUMBOLDT	111-102-12	152 NOB HILL RD	WHITETHORN	CA
IMPERIAL	010-432-012	2492 SHORE GEM AVE	THERMAL	CA
INYO	09-321-04	415 MESA VISTA DR	BISHOP	CA
KERN	207-321-03	9319 ORCHARD AVE	CALIFORNIA CITY	CA
KERN	185-381-39	13338 S H ST	BAKERSFIELD	CA
KERN	263-163-03	2837 STEENSEN ST	LAKE ISABELLA	CA
KERN	212-180-15	10600 SHERIDAN ST	CALIFORNIA CITY	CA
KERN	379-462-03	18320 AROSA RD	TEHACHAPI	CA
KERN	207-322-19	9230 ORCHARD AVE	CALIFORNIA CITY	CA
KERN	463-302-09	15023 REDWOOD PASS DR	BAKERSFIELD	CA
KERN	207-321-03	9319 ORCHARD AVE	CALIFORNIA CITY	CA
KERN	387-470-18	6511 MARBRISAS CT	BAKERSFIELD	CA
KERN	270-133-35	20900 BRENTWOOD DR	TEHACHAPI	CA
KERN	299-251-06	22200 YERBA BLVD	CALIFORNIA CITY	CA

KINGS	009-040-036	1911 MUSCAT PL	HANFORD	CA
KINGS	034-143-008	2643 OLYMPIC AVE	CORCORAN	CA
LAKE	005-055-15	1055 OAK PARK WAY	LAKEPORT	CA
LAKE	141-181-10	18667 LAKERIDGE CIR	HIDDEN VALLEY LAKE	CA
LAKE	142-462-08	19872 POWDER HORN RD	HIDDEN VALLEY LAKE	CA
LAKE	430-043-19	5570 CHEROKEE DR	KELSEYVILLE	CA
LOS ANGELES	4410-020-032	415 UPPER MESA RD	SANTA MONICA	CA
LOS ANGELES	2846-004-012	12605 KAGEL CANYON RD	SYLMAR	CA
LOS ANGELES	2167-019-008	5135 ESCOBEDO DR	WOODLAND HILLS	CA
LOS ANGELES	3233-018-012	COR 82 STW AVE C6	ANTELOPE ACRE	CA
LOS ANGELES	5466-015-027	402 RUSTIC DR	LOS ANGELES	CA
LOS ANGELES	7215-027-022	2799 E 21ST ST	SIGNAL HILL	CA
LOS ANGELES	5561-013-001	9267 THRUSH WAY	LOS ANGELES	CA
LOS ANGELES	5472-011-070	1263 EL PASO DR	LOS ANGELES	CA
LOS ANGELES	7139-021-029	56 LA LINDA DR	LONG BEACH	CA
LOS ANGELES	3054-027-113	36855 CAMARES DR	PALMDALE	CA
LOS ANGELES	5571-030-020	1941 CURSON PL	LOS ANGELES	CA
LOS ANGELES	2182-025-022	17707 ALONZO PL	ENCINO	CA
LOS ANGELES	5492-032-018	226 S AVENUE 63	LOS ANGELES	CA
LOS ANGELES	3074-010-014	39117 161ST ST E	LAKE LOS ANGELES	CA
LOS ANGELES	5567-016-014	8555 RIDPATH DR	LOS ANGELES	CA
LOS ANGELES	5157-027-043	262 N WESTLAKE AVE	LOS ANGELES	CA
LOS ANGELES	3071-002-031	41018 171ST ST E	LAKE LOS ANGELES	CA
LOS ANGELES	2167-020-041	5087 MARMOL DR	WOODLAND HILLS	CA
LOS ANGELES	3059-018-105	CIMA MESA PAV VIC 101 STE	JUNIPER HILLS	CA
LOS ANGELES	2156-009-002	5960 VANALDEN AVE	TARZANA	CA
LOS ANGELES	3264-022-067	10605 W AVENUE F	LANCASTER	CA
LOS ANGELES	5464-002-014	760 GANYMEDE DR	LOS ANGELES	CA
LOS ANGELES	3070-018-018	160TH STE VIC AVE N4	LANCASTER	CA
LOS ANGELES	3054-015-030	821 LAKEVIEW DR	PALMDALE	CA
LOS ANGELES	3270-012-055	30369 SAN MARTINEZ RD	CASTAIC	CA
LOS ANGELES	2040-013-013	22618 BURBANK BLVD	WOODLAND HILLS	CA
LOS ANGELES	2427-009-003	2929 PASSMORE DR	LOS ANGELES	CA
LOS ANGELES	5217-003-011	2726 CHADWICK CIR	LOS ANGELES	CA
LOS ANGELES	5305-006-013	3543 HILLVIEW PL	LOS ANGELES	CA
LOS ANGELES	2829-030-067	24819 BELLA VISTA DR	SANTA CLARITA	CA
LOS ANGELES	5866-023-002	2739 ORANGE AVE	LA CRESCENTA	CA
LOS ANGELES	2063-023-002	2216 CAREFUL AVE	AGOURA HILLS	CA
LOS ANGELES	3216-013-024	5655 BRAELOCH ST	ACTON	CA
LOS ANGELES	8236-022-008	1020 WEST RD	LA HABRA HEIGHTS	CA
LOS ANGELES	2429-016-050	7141 WOODROW WILSON DR	LOS ANGELES	CA
LOS ANGELES	3140-001-029	572 E AVENUE J1	LANCASTER	CA
LOS ANGELES	3115-006-036	AVE C VIC 28 STW AVE	CALICHE	CA
LOS ANGELES	3047-016-042	32819 106TH ST E	LITTLE ROCK	CA
LOS ANGELES	2381-028-005	2971 LAUREL CANYON BLVD	STUDIO CITY	CA
LOS ANGELES	5305-018-028	4302 RAYNOL ST	LOS ANGELES	CA
LOS ANGELES	2806-015-057	19537 DRYCLIFF ST	SANTA CLARITA	CA

LOS ANGELES	5305-018-015	4308 RAYNOL ST	LOS ANGELES	CA
LOS ANGELES	5305-018-014	4306 RAYNOL ST	LOS ANGELES	CA
LOS ANGELES	5420-013-004	1853 PRESTON AVE	LOS ANGELES	CA
LOS ANGELES	2424-014-007	10542 WHIPPLE ST	TOLUCA LAKE	CA
LOS ANGELES	3060-010-025	31611 DEVILS PUNCHBOWL RD	PEARBLOSSOM	CA
LOS ANGELES	3271-014-032	28716 HARDING AVE	VAL VERDE	CA
LOS ANGELES	5217-005-018	2740 LYNNFIELD CIR	LOS ANGELES	CA
LOS ANGELES	3060-010-025	31611 DEVILS PUNCHBOWL RD	PEARBLOSSOM	CA
LOS ANGELES	7568-028-013	27975 PALOS VERDES DR E	RANCHO PALOS VERDES	CA
LOS ANGELES	5567-016-014	8555 RIDPATH DR	LOS ANGELES	CA
LOS ANGELES	4385-021-009	13870 MULHOLLAND DR	BEVERLY HILLS	CA
LOS ANGELES	3214-015-026	VIC SIERRA HWY MINT RD	AGUA DULCE	CA
MADERA	093-490-017	30753 N DOME DR	COARSEGOLD	CA
MADERA	051-282-011	16824 PAULA RD	MADERA	CA
MARIN	027-203-33	2 WAINWRIGHT PL	MILL VALLEY	CA
MARIN	157-134-14	344 OAK AVE	NOVATO	CA
MARIPOSA	019-120-0210	3301 MARAVILLA DR	COULTERVILLE	CA
MARIPOSA	021-020-0020	10351 JALAPA WAY	LA GRANGE	CA
MENDOCINO	168-080-08	5350 LAKE RIDGE RD	UKIAH	CA
MERCED	052-420-018	2145 LEEWARD CT	MERCED	CA
MERCED	024-252-020	1628 8TH ST	LIVINGSTON	CA
MONO	022-341-010-000	39 SUNNY SLOPE RD	MAMMOTH LAKES	CA
MONO	022-360-015-000	69 BADGER RD	MAMMOTH LAKES	CA
MONO	060-300-011-000	36 SIERRA SPRINGS DR	MAMMOTH LAKES	CA
MONTEREY	416-443-002	289 SAN BENANCIO RD	SALINAS	CA
NAPA	002-081-021	1645 E ST	NAPA	CA
NAPA	002-081-023	1641 E ST	NAPA	CA
NAPA	002-081-024	1643 E ST	NAPA	CA
NEVADA	18-384-03	12941 DULZURA ST	TRUCKEE	CA
NEVADA	51-160-29	17292 HARPER LN	PENN VALLEY	CA
NEVADA	28-350-19	20128 BROUGHAM RD	GRASS VALLEY	CA
NEVADA	38-240-08	16095 MOUNTAIN VIEW DR	NEVADA CITY	CA
ORANGE	503-142-29	10321 OVERHILL DR	SANTA ANA	CA
ORANGE	656-168-13	2872 ALEXANDER RD	LAGUNA BEACH	CA
ORANGE	024-183-44	216 GENEVA AVE	HUNTINGTON BEACH	CA
ORANGE	804-221-08	22732 MANDARINA LN	TRABUCO CANYON	CA
ORANGE	023-126-11	319 21ST ST	HUNTINGTON BEACH	CA
ORANGE	675-172-13	4 VIA CANCHA	SAN CLEMENTE	CA
ORANGE	804-141-10	31811 VIA COYOTE	COTO DE CAZA	CA
ORANGE	393-061-50	13011 SPRINGWOOD DR	SANTA ANA	CA
PLACER	337-200-007	100 CORTE OCASO	LINCOLN	CA
PLACER	026-350-032-510	7385 MCFALL DR	AUBURN	CA
PLACER	042-110-036	1591 SHIRLAND TRACT RD	AUBURN	CA
PLACER	078-230-008	4655 ROSARNO LN	FORESTHILL	CA
PLACER	456-190-013	1884 OAK CREST DR	ROSEVILLE	CA
PLACER	466-440-014	9330 SWAN CT	GRANITE BAY	CA
PLUMAS	133-130-080	453 BOULDER DR	CLIO	CA

RIVERSIDE	353-132-013	22169 SAN JOAQUIN DR W	CANYON LAKE	CA
RIVERSIDE	319-121-007	20355 CAJALCO RD	PERRIS	CA
RIVERSIDE	381-247-003	17587 SUTHERLAND AVE	LAKE ELSINORE	CA
RIVERSIDE	273-430-041	15510 STONEY CREEK DR	RIVERSIDE	CA
RIVERSIDE	919-200-010	40390 CALLE FIESTA	TEMECULA	CA
RIVERSIDE	642-186-008	67844 PEQUENA DR	DESERT HOT SPRINGS	CA
RIVERSIDE	932-060-035	18280 MARBRISE ABANITA DR	MURRIETA	CA
RIVERSIDE	362-040-005	25661 WALDON RD	MENIFEE	CA
RIVERSIDE	584-020-025	49501 IRONWOOD WAY	AGUANGA	CA
RIVERSIDE	353-132-013	22169 SAN JOAQUIN DR W	CANYON LAKE	CA
RIVERSIDE	329-183-010	27889 ADAMS AVE	ROMOLAND	CA
RIVERSIDE	642-093-030	67447 DESERT VIEW AVE	DESERT HOT SPRINGS	CA
RIVERSIDE	323-050-023	22980 MOUNTAIN AVE	PERRIS	CA
RIVERSIDE	680-421-001	33509 WHISPERING PALMS TR	CATHEDRAL CITY	CA
RIVERSIDE	927-150-032	37470 WINNERS CIR	TEMECULA	CA
RIVERSIDE	932-030-029	17186 CALLE DE DIETEL	MURRIETA	CA
RIVERSIDE	673-800-008	66 ROYAL SAINT GEORGES WA	RANCHO MIRAGE	CA
RIVERSIDE	241-332-012	2117 GAINSBOROUGH DR	RIVERSIDE	CA
RIVERSIDE	915-630-009	40330 ROPE RD	HEMET	CA
RIVERSIDE	904-120-025	38470 SHOAL CREEK DR	MURRIETA	CA
RIVERSIDE	349-122-014	27365 JARVIS ST	PERRIS	CA
RIVERSIDE	777-200-010	53791 VIA STRADA	LA QUINTA	CA
RIVERSIDE	609-030-005	78401 HOPE BAY RD	BERMUDA DUNES	CA
RIVERSIDE	544-190-056	47668 TWIN PINES RD	BANNING	CA
RIVERSIDE	667-184-002	61145 ESPARTA AVE	WHITEWATER	CA
RIVERSIDE	355-053-018	30063 SWAN POINT DR	CANYON LAKE	CA
RIVERSIDE	286-200-030	14420 DESCANSO DR	PERRIS	CA
RIVERSIDE	951-160-015	34970 CALLE CAMPO	TEMECULA	CA
RIVERSIDE	839-011-002	1270 N EUCALYPTUS AVE	BLYTHE	CA
RIVERSIDE	257-150-001	2001 MOUNT VERNON AVE	RIVERSIDE	CA
RIVERSIDE	571-350-018	36489 CHECKMATE RD	HEMET	CA
RIVERSIDE	426-330-002	30650 RANCHO RD	NUEVO	CA
RIVERSIDE	317-050-002	22565 ALVISO DR	PERRIS	CA
RIVERSIDE	318-180-066	21740 RIDER ST	PERRIS	CA
RIVERSIDE	343-261-021	21853 OLIVE AVE	PERRIS	CA
RIVERSIDE	654-310-026	71500 18TH AVE	DESERT HOT SPRINGS	CA
SACRAMENTO	050-0331-060	7470 CITRUS AVE	SACRAMENTO	CA
SACRAMENTO	230-0740-033	5646 MARKOS CT	SACRAMENTO	CA
SACRAMENTO	237-0081-090	933 BELL AVE	SACRAMENTO	CA
SACRAMENTO	237-0081-091	929 BELL AVE	SACRAMENTO	CA
SACRAMENTO	007-0331-023	2401 Q ST	SACRAMENTO	CA
SACRAMENTO	263-0241-017	635 SANTIAGO AVE	SACRAMENTO	CA
SACRAMENTO	073-0860-005	7316 BERMUDA CT	RANCHO MURIETA	CA
SAN BERNARDIN	0305-711-02	6212 OAK AVE	ANGELUS OAKS	CA
SAN BERNARDIN	0310-531-23	43605 BOW CANYON LN	BIG BEAR LAKE	CA
SAN BERNARDIN	3097-071-28	13131 ARIZONA RD	PHELAN	CA
SAN BERNARDIN	0584-096-01	48808 ARTESIA WAY	MORONGO VALLEY	CA

SAN BERNARDIN	0340-145-21	24794 FINHAUT DR	CRESTLINE	CA
SAN BERNARDIN	0314-651-10	1645 MALABAR WAY	BIG BEAR CITY	CA
SAN BERNARDIN	3088-181-34	13255 ALTA VISTA DR	VICTORVILLE	CA
SAN BERNARDIN	0398-341-03	18686 RANCHERO RD	HESPERIA	CA
SAN BERNARDIN	2350-082-09	43510 SHEEPHORN RD	BIG BEAR LAKE	CA
SAN BERNARDIN	0467-301-13	26394 CORONA DR	HELENDALE	CA
SAN BERNARDIN	0449-093-19	37457 LARAMIE ST	LUCERNE VALLEY	CA
SAN BERNARDIN	0434-033-03	11693 COTTONTAIL LN	APPLE VALLEY	CA
SAN BERNARDIN	0306-143-34	39243 CREST LN	BIG BEAR LAKE	CA
SAN BERNARDIN	3087-072-38	12914 LA CRESTA DR	APPLE VALLEY	CA
SAN BERNARDIN	0333-842-09	1280 ALEUTIAN DR	LAKE ARROWHEAD	CA
SAN BERNARDIN	0342-081-24	21616 CANYON VIS	CEDARPINES PARK	CA
SAN BERNARDIN	0207-351-16	7386 VIA SERENA	RANCHO CUCAMONGA	CA
SAN BERNARDIN	0340-431-11	24356 ALTDORF DR	CRESTLINE	CA
SAN BERNARDIN	0590-242-02	7567 SHERMAN HOYT AVE	TWENTYNINE PALMS	CA
SAN BERNARDIN	0315-321-17	1320 HEMLOCK LN	BIG BEAR CITY	CA
SAN BERNARDIN	0624-152-06	COTTONWOOD DR	TWENTYNINE PALMS	CA
SAN BERNARDIN	0345-153-43	1454 LOVERS LN	LAKE ARROWHEAD	CA
SAN BERNARDIN	0451-214-07	ALAMO AVE	LUCERNE VALLEY	CA
SAN BERNARDIN	0631-061-32	57858 BOO LN	YUCCA VALLEY	CA
SAN DIEGO	399-400-37-00	236 PATRICK DR	EL CAJON	CA
SAN DIEGO	200-255-06-00	1474 SEWANEE DR	BORREGO SPRINGS	CA
SAN DIEGO	516-011-08-00	3664 DEHESA RD	EL CAJON	CA
SAN DIEGO	224-240-15-00	CENTRE CITY PKWY N	ESCONDIDO	CA
SAN DIEGO	313-180-03-00	205 ALMAZON ST	SAN DIEGO	CA
SAN DIEGO	198-082-22-00	2865 COUNTRY CLUB RD	BORREGO SPRINGS	CA
SAN DIEGO	198-342-04-00	3323 SWINGING V RD	BORREGO SPRINGS	CA
SAN DIEGO	179-270-46-00	1090 GOLDEN TRL	VISTA	CA
SAN DIEGO	133-203-30-00	14272 FARAWAY PL	VALLEY CENTER	CA
SAN DIEGO	514-050-28-00	1496 MERRITT DR	EL CAJON	CA
SAN DIEGO	522-042-48-00	4448 HILARY DR	JAMUL	CA
SAN DIEGO	313-180-06-00	208 ALMAZON ST	SAN DIEGO	CA
SAN DIEGO	503-052-63-00	3278 CENTRAL AVE	SPRING VALLEY	CA
SAN DIEGO	227-430-28-00	1605 HUBBARD PL	ESCONDIDO	CA
SAN DIEGO	177-192-14-00	536 RUDD RD	VISTA	CA
SAN DIEGO	264-402-14-00	7713 CAMINO SIN PUENTE		CA
SAN DIEGO	522-030-14-00	17088 LAWSON VALLEY RD	JAMUL	CA
SAN DIEGO	491-790-11-00	MOLLY WOODS AVE	LA MESA	CA
SAN DIEGO	264-041-23-00	19106 FORTUNA DEL ESTE	ESCONDIDO	CA
SAN DIEGO	140-060-19-00	884 ANZA PARK TRL	BORREGO SPRINGS	CA
SAN DIEGO	289-214-02-00	3217 PERA ALTA DR	JULIAN	CA
SAN DIEGO	300-353-50-00	13795 MAR SCENIC DR	DEL MAR	CA
SAN DIEGO	399-140-03-00	314 PATRICK DR	EL CAJON	CA
SAN DIEGO	303-061-20-00	14863 LAS MANANAS	RANCHO SANTA FE	CA
SAN DIEGO	468-524-09-00	4466 MATARO DR	SAN DIEGO	CA
SAN DIEGO	237-010-54-00	341 W FELICITA AVE	ESCONDIDO	CA
SAN DIEGO	410-020-46-00	8788 PINE CREEK RD	PINE VALLEY	CA

SAN DIEGO	449-012-07-00	4343 ORCHARD AVE	SAN DIEGO	CA
SAN DIEGO	314-840-09-00	DEL PONIENTE RD	POWAY	CA
SAN DIEGO	531-182-14-00	3460 ULLMAN ST	SAN DIEGO	CA
SAN DIEGO	382-310-33-00	11569 WOODSIDE TER	SANTEE	CA
SAN DIEGO	520-302-14-00	2120 CORTE DORADO ESPELA	ALPINE	CA
SAN DIEGO	289-460-08-00	ENGELMANN LN		CA
SAN DIEGO	382-310-33-00	11569 WOODSIDE TER	SANTEE	CA
SAN JOAQUIN	196-250-11	15449 6TH ST	LATHROP	CA
SAN JOAQUIN	121-100-08	3104 COUNTRY CLUB BLVD	STOCKTON	CA
SAN JOAQUIN	177-240-53	3027 S LAUREL ST	STOCKTON	CA
SAN JOAQUIN	177-240-53	3027 S LAUREL ST	STOCKTON	CA
SAN JOAQUIN	155-100-20	1700 MILTON ST	STOCKTON	CA
SAN LUIS OBISPO	012-331-007	8735 NACIMIENTO LAKE DR	PASO ROBLES	CA
SAN LUIS OBISPO	018-191-048	1001 FERN CANYON RD	PASO ROBLES	CA
SAN LUIS OBISPO	030-123-037	7398 SANTA YSABEL AVE	ATASCADERO	CA
SAN LUIS OBISPO	030-123-036	7396 SANTA YSABEL AVE	ATASCADERO	CA
SAN LUIS OBISPO	030-123-034	7392 SANTA YSABEL AVE	ATASCADERO	CA
SAN LUIS OBISPO	030-123-035	7394 SANTA YSABEL AVE	ATASCADERO	CA
SAN LUIS OBISPO	023-096-044	2109 OGDEN DR	CAMBRIA	CA
SANTA BARBARA	015-010-040	2 VIA ENCANTO	SANTA BARBARA	CA
SANTA CLARA	810-56-013	7211 EAGLE RIDGE DR	GILROY	CA
SANTA CLARA	776-33-004	CHESBRO LAKE DR	MORGAN HILL	CA
SANTA CRUZ	056-281-03	1100 GRAHAM HILL RD	SCOTTS VALLEY	CA
SANTA CRUZ	021-202-18	608 LASSEN PARK CT	SCOTTS VALLEY	CA
SHASTA	115-420-44	856 SANTA CRUZ DR	REDDING	CA
SHASTA	207-260-15	18321 OLD COUNTRY DR	ANDERSON	CA
SHASTA	031-560-02	19859 CINDER PIT RD	HAT CREEK	CA
SISKIYOU	108-300-330	15530 LAKESIDE DR	WEED	CA
SOLANO	0055-104-270	301 KENTUCKY ST	VALLEJO	CA
SOLANO	0074-101-520	135 LAUREL ST	VALLEJO	CA
SOLANO	0147-060-210	4605 GREEN VALLEY RD	FAIRFIELD	CA
SOLANO	0027-681-210	5327 LAUREL RIDGE CT	FAIRFIELD	CA
SONOMA	109-410-030	22123 RUOFF RD	JENNER	CA
SONOMA	054-320-007	5016 WARM SPRINGS RD	GLEN ELLEN	CA
SONOMA	122-150-043	37170 ANNAPOLIS RD	ANNAPOLIS	CA
STANISLAUS	048-017-040	17925 SYCAMORE AVE	PATTERSON	CA
STANISLAUS	085-038-070	3213 HILLGLEN AVE	MODESTO	CA
STANISLAUS	076-055-068	2617 REMBRANDT PL	MODESTO	CA
TEHAMA	101-070-16	22036 CASTLE CRAGS PL	COTTONWOOD	CA
TEHAMA	103-030-24	22084 AZULEJO PL	COTTONWOOD	CA
TUOLUMNE	084-030-07	12370 REMINGTON MINE RD	COLUMBIA	CA
TUOLUMNE	096-140-16	17571 YOSEMITE RD	SONORA	CA
VENTURA	611-0-142-165	2844 IAN ST	SIMI VALLEY	CA
VENTURA	155-0-071-175	85 ALTAMONT WAY	CAMARILLO	CA
VENTURA	151-0-012-135	760 W LOOP DR	CAMARILLO	CA
VENTURA	071-0-201-180	301 POLI ST	VENTURA	CA
ADAMS	1571-15-3-03-023	9402 E 146TH AVE	THORNTON	CO

BROOMFIELD	157308408008	2495 RED HAWK PL	BROOMFIELD	CO
DOUGLAS	2351-25-0-02-002	2177 BEECHNUT PL	CASTLE ROCK	CO
DOUGLAS	2607-20-1-08-004	1220 HOOSIER DR	LARKSPUR	CO
DOUGLAS	2607-20-1-08-004	1220 HOOSIER DR	LARKSPUR	CO
EAGLE	2391 272 02 008	135 FAWN DR	CARBONDALE	CO
EL PASO	51254-02-014	15724 POLE PINE PT	COLORADO SPRINGS	CO
GARFIELD	239510109009	177 SPRING VIEW DR	GLENWOOD SPRINGS	CO
JEFFERSON	21-062-01-007	11903 COAL CREEK HEIGHTS DR	GOLDEN	CO
LA PLATA	5673-084-03-002	175 ENCANTADO LN	DURANGO	CO
OURAY	430504122008	995 MEADOW CIR	RIDGWAY	CO
ROUTT	228300008	29755 RIFFLE RUN	OAK CREEK	CO
TELLER	1387.083030100	60 ANVIL CIR	FLORISSANT	CO
TELLER	3045.153140350	112 BONANZA CIR		CO
WELD	1061-05-1-01-001	1619 CELESTE LN	LOVELAND	CO
WELD	0709-33-4-00-074	36401 COUNTY ROAD 43	EATON	CO
FAIRFIELD	DARI M:70 B:15	18 TORY HOLE RD	DARIEN	CT
FAIRFIELD	DARI M:13 B:2A	22 POINT O WOODS RD S	DARIEN	CT
FAIRFIELD	GREE 093-10-1379	329 RIVERSVILLE RD	GREENWICH	CT
FAIRFIELD	WSTN M:20 B:2 L:92	40 SALEM RD	WESTON	CT
FAIRFIELD	WPOR 08542	16 JENNINGS CT	WESTPORT	CT
FAIRFIELD	BRID M:2701 B:02	574 CHOPSEY HILL RD	BRIDGEPORT	CT
MIDDLESEX	EHAM R04459	169 WOPOWOG RD	EAST HAMPTON	CT
NEW HAVEN	WATE M:0366 B:0675 L:	71 ALDER ST	WATERBURY	CT
WINDHAM	WOOD K0210910	97 PHELPS RD	WOODSTOCK	CT
BAY	32611-950-140	7605 SHADY GLEN TRL	PANAMA CITY BEACH	FL
BROWARD	50-42-17-04-0751	2851 SW 17TH ST	FORT LAUDERDALE	FL
BROWARD	50-42-17-06-0140	2052 SW 28TH AVE	FORT LAUDERDALE	FL
BROWARD	50-42-16-11-0130	1915 SW 9TH AVE	FORT LAUDERDALE	FL
BROWARD	50-40-01-93-0020	12361 NW 1ST ST	PLANTATION	FL
BROWARD	51-42-19-02-0320	5040 SW 20TH ST	WEST PARK	FL
CHARLOTTE	40-22-21-205-001	489 BLOSSOM AVE NW	PORT CHARLOTTE	FL
CHARLOTTE	40-22-13-207-010	23393 FERNDALE AVE	PORT CHARLOTTE	FL
CHARLOTTE	40-23-08-302-002	1330 OBSERVER CT	PUNTA GORDA	FL
CLAY	40-04-25-020693-002-0	MOODY AVE	ORANGE PARK	FL
CLAY	28-07-24-006919-017-0	5950 PLANTATION CT	KEYSTONE HEIGHTS	FL
DUVAL	106694-0500	947 CAMDEN RD S	JACKSONVILLE	FL
HILLSBOROUGH	U06292195X000000000	MCINTOSH RD	DOVER	FL
LAKE	06-19-26-001000000300	12009 EAGLE POINT CT	LEESBURG	FL
LEE	33-44-26-08-00040.0060	4725-4727 13TH ST SW	LEHIGH ACRES	FL
LEE	11-45-26-02-00017.0090	3602 40TH ST SW	LEHIGH ACRES	FL
LEE	12-45-27-05-00028.0200	1115 SUMMA BLVD	LEHIGH ACRES	FL
LEE	22-44-26-02-00005.0100	1906 CURRY AVE N	LEHIGH ACRES	FL
LEE	02-45-26-09-00081.0010	1509 PEARL AVE S	LEHIGH ACRES	FL
LEE	12-45-26-12-00120.0170	2514 45TH ST SW	LEHIGH ACRES	FL
LEE	12-45-26-12-00125.0060	4608 BETH AVE S	LEHIGH ACRES	FL
LEE	11-45-26-02-00015.0040	3607 37TH ST SW	LEHIGH ACRES	FL
LEE	03-45-27-05-00016.0080	157 WANATAH AVE	LEHIGH ACRES	FL

LEE	33-44-26-08-00039.0140	1136 HIGHTOWER AVE S	LEHIGH ACRES	FL
LEE	25-44-26-02-00012.0020	3017 9TH ST W	LEHIGH ACRES	FL
LEE	13-44-27-03-00009.0140	1205 ABBOTT AVE	LEHIGH ACRES	FL
LEE	03-45-26-04-00027.0070	4207 27TH ST SW	LEHIGH ACRES	FL
LEE	23-44-27-03-00011.0130	3307 E 8TH ST	LEHIGH ACRES	FL
LEE	23-47-25-B1-02000.0640	10301 TIGRESS LN	BONITA SPRINGS	FL
MANATEE	3337.1140-9	24705 83RD AVE E	MYAKKA CITY	FL
MARION	35700-005-09	5403 SW 115TH STREET RD	OCALA	FL
MARTIN	31-38-37-001-000-0020	7400 SW CONNERS HWY	OKEECHOBEE	FL
MIAMI-DADE	06-2228-015-0210	2350 BAYVIEW LN	NORTH MIAMI	FL
MIAMI-DADE	30-6902-009-0060	19060 SW 128TH AVE	MIAMI	FL
MIAMI-DADE	30-6812-000-0306	18375 SW 214TH ST	MIAMI	FL
MONROE	0021642000010028662	28551 BUCCANEER RD	LITTLE TORCH KEY	FL
ORANGE	01-24-30-6053-00-080	9582 CYPRESS PINE ST	ORLANDO	FL
ORANGE	24-23-32-9628-01-121	QUARTERLY PKWY		FL
ORANGE	01-22-31-6532-15-080	4324 PLACID WAY	ORLANDO	FL
ORANGE	22-23-29-2792-02-011	5612 TOMOKA DR	ORLANDO	FL
ORANGE	25-23-32-9632-00-860	20875 SABAL ST	ORLANDO	FL
ORANGE	21-23-28-2463-00-530	5730 EMERSON POINTE WAY	ORLANDO	FL
PALM BEACH	00-42-40-34-02-000-197	6803 PALM GARDEN ST	JUPITER	FL
PALM BEACH	41-41-43-17-01-342-008	14660 FLAMINGO RD	LOXAHATCHEE	FL
PALM BEACH	00-42-41-07-00-000-301	9895 165TH ST N	JUPITER	FL
PINELLAS	29-31-16-67050-037-004	6270 10TH AVE S	GULFPORT	FL
PINELLAS	32-29-15-35640-005-021	115 LIVE OAK LN	LARGO	FL
VOLUSIA	9108-07-00-0120	SIOUX TRL	ENTERPRISE	FL
VOLUSIA	8425-01-00-0030	4650 TREE TOP LN	EDGEWATER	FL
BIBB	I012-0246	209 HIDDEN CREEK CIR	LIZELLA	GA
BIBB	I012-0246	209 HIDDEN CREEK CIR	LIZELLA	GA
CHEROKEE	15N08C 053	560 E SHORE DR	CANTON	GA
DADE	045 06 046 08	NEWSOME GAP RD		GA
DEKALB	18-243 -14-040	2749 ASHBURN LN	CHAMBLEE	GA
DEKALB	15-107 -01-241	2888 BATTLECREST DR	DECATUR	GA
FAYETTE	071004002	226 SAMS DR	FAYETTEVILLE	GA
FAYETTE	130507017	125 WATERSTONE WAY	FAYETTEVILLE	GA
FULTON	17 -0052-0001-050-5	651 YORKSHIRE RD NE	ATLANTA	GA
FULTON	14 -0142-0001-034-8	18 CHILDS DR		GA
FULTON	14 -0044-0006-104-3	391 PARK AVE SE	ATLANTA	GA
FULTON	17 -0099-0009-006-4	3257 VALLEY RD NW	ATLANTA	GA
FULTON	14 -0006- LL-079-0	1968 THOMASVILLE ESTATE DR	ATLANTA	GA
FULTON	14 -0061-0005-032-5	2961 RIVER RIDGE DR SW	ATLANTA	GA
FULTON	14 -0009- LL-016-9	1125 CUSTER AVE SE	ATLANTA	GA
FULTON	14 -0211-0005-042-3	2844 VALLEY HEART DR NW	ATLANTA	GA
FULTON	14F-0100- LL-411-4	3610 UNION RD SW	ATLANTA	GA
FULTON	14F-0099- LL-020-6	3655 BUTNER RD	ATLANTA	GA
FULTON	17 -0052-0001-050-5	651 YORKSHIRE RD NE	ATLANTA	GA
FULTON	14F-0028- LL-062-4	4025 CASCADE RD SW	ATLANTA	GA
FULTON	12 -1760-0364-258-7	2020 CALADIUM WAY	ROSWELL	GA

FULTON	14-0041-0001-074-6	322 CLIMAX ST SE	ATLANTA	GA
FULTON	17-0252-0014-003-7	1938 MAIN ST NW	ATLANTA	GA
GWINNETT	6-104-272	687 TOM SMITH RD SW	LILBURN	GA
GWINNETT	6-038-201	2682 MOORINGS PKWY	SNELLVILLE	GA
GWINNETT	7-279-397	838 BIG HORN HOLW	SUWANEE	GA
GWINNETT	1-003-542	3543 S PUCKETT RD	BUFORD	GA
HENRY	160-01045003	2910 OLD JACKSON RD	LOCUST GROVE	GA
MCINTOSH	0070-0020-039	BARNSTORM RD		GA
NEWTON	00580-00000-013-C00	408 W MACEDONIA CHURCH R	OXFORD	GA
NEWTON	00170-00000-035-C00	HOLLINGSWORTH RD		GA
COOK	16-01-203-015	1519 N TALMAN AVE	CHICAGO	IL
COOK	12-24-223-037	3728 N OCONTO AVE	CHICAGO	IL
COOK	25-09-206-035	9530 S LAFAYETTE AVE	CHICAGO	IL
COOK	12-01-311-056	7721 W VICTORIA ST	CHICAGO	IL
COOK	09-33-208-007	2759 S SCOTT ST	DES PLAINES	IL
COOK	20-29-417-017	7753 S MAY ST	CHICAGO	IL
COOK	04-33-100-028	3723 SPRINGDALE AVE	GLENVIEW	IL
KANE	03-29-455-006	36W345 OAK HILL DR	WEST DUNDEE	IL
LAKE	14-06-301-076	4 CANDLEWOOD LN	NORTH BARRINGTON	IL
MCHENRY	18-13-102-017	8304 REDTAIL DR	CRYSTAL LAKE	IL
WILL	21-14-18-104-015	7105 W J L SMITH LN	MONEE	IL
WILL	19-09-35-301-005	8714 GRAYSTONE CT	FRANKFORT	IL
WILL	16-05-09-226-004	14408 GATSES LN	HOMER GLEN	IL
WILL	19-09-35-301-005	8714 GRAYSTONE CT	FRANKFORT	IL
WILL	16-05-09-226-004	14408 GATSES LN	HOMER GLEN	IL
HAMILTON	29-10-04-010-022.000-0	16811 MAINES VALLEY DR	NOBLESVILLE	IN
LAKE	45-03-29-178-032.000-0	4340 MAGOUN AVE	EAST CHICAGO	IN
LAKE	45-12-18-330-005.000-0	7530 MORTON ST	MERRILLVILLE	IN
MARION	49-06-25-119-005.000-1	2460 BROADWAY ST	INDIANAPOLIS	IN
VIGO	84-10-07-356-007.000-0	4521 CART PATH CT	TERRE HAUTE	IN
JEFFERSON	0-91-0001815	2000 DAVID DR	METAIRIE	LA
ANNE ARUNDEL	03-896-10979300	179 MOUNTAIN RD	PASADENA	MD
ANNE ARUNDEL	03-080-23587550	HARLE RD	PASADENA	MD
BALTIMORE	15-1518351290	101 DIHEDRAL DR	BALTIMORE	MD
CALVERT	02-074699	206 M F BOWEN RD	HUNTINGTOWN	MD
CARROLL	08-029628	INDIAN CT	HAMPSTEAD	MD
FREDERICK	27-509894	6708 BALMORAL OVERLOOK	NEW MARKET	MD
HARFORD	04-030761	3615 WOODHOLME DR	JARRETTSVILLE	MD
MONTGOMERY	11-00916118	20915 BIG WOODS RD	DICKERSON	MD
MONTGOMERY	04-00232570	709 BEALL AVE	ROCKVILLE	MD
PRINCE GEORGE	15-3269255	11001 OLD MARLBORO PIKE	UPPER MARLBORO	MD
PRINCE GEORGE	02-0086066	3100 CHEVERLY AVE	CHEVERLY	MD
PRINCE GEORGE	05-0311753	10615 THORNE DR	FORT WASHINGTON	MD
PRINCE GEORGE	07-3671864	13431 FOREST DR	BOWIE	MD
PRINCE GEORGE	11-3582855	8230 DYSON RD	BRANDYWINE	MD
PRINCE GEORGE	05-0277194	16940 LIVINGSTON RD	ACCOKEEK	MD
PRINCE GEORGE	20-2220267	8817 STERLING ST	LANDOVER	MD

BALTIMORE CITY	13-10-3457 -004	806 WHITELOCK ST	BALTIMORE	MD
BALTIMORE CITY	01-11-1878 -071	929 S STREEPER ST	BALTIMORE	MD
BALTIMORE CITY	06-13-1707 -095	107 N BRADFORD ST	BALTIMORE	MD
BALTIMORE CITY	26-08-6465 -010	3707 HUDSON ST	BALTIMORE	MD
BARNSTABLE	FALM 40 S:12 P:020 L:00	36 CAPTAIN DAVIS LN	EAST FALMOUTH	MA
ESSEX	WNEW M:021.0 B:0000	27 BROWNS LN	WEST NEWBURY	MA
CALHOUN	13-18-034-150-53	18645 9 1/2 MILE RD	BATTLE CREEK	MI
GENESEE	07-04-551-015	4299 DOYLE RD	FLINT	MI
MACOMB	14-01-22-300-068	73650 GOULD RD	BRUCE TWP	MI
OCEANA	017-001-200-06	4859 S 112TH AVE	ROTHBURY	MI
WASHTENAW	T -20-15-300-018	8061 TALLADAY RD	WILLIS	MI
WAYNE	71-017-99-0001-715	47449 RAMINDER CT	CANTON	MI
ST LOUIS CITY	455700-00650	4600 WASHINGTON BLVD	SAINT LOUIS	MO
ST LOUIS CITY	377403-05900	4563 PAGE BLVD	SAINT LOUIS	MO
CLARK	001-04-811-029	400 PARADISE PKWY	MESQUITE	NV
CLARK	138-06-111-001	4611 EVAN RIDGE CT	LAS VEGAS	NV
CLARK	125-25-310-032	5836 CALVERTS ST	LAS VEGAS	NV
CLARK	190-07-621-001	102 GROSSE POINTE PL	HENDERSON	NV
CLARK	191-06-214-013	32 VINTAGE CANYON ST	LAS VEGAS	NV
CLARK	178-28-614-001	1455 MACDONALD RANCH DR	HENDERSON	NV
NYE	036-471-32	3340 S LESLIE ST	PAHRUMP	NV
NYE	041-132-01	3861 OAKRIDGE AVE	PAHRUMP	NV
NYE	043-611-47	6701 GREENBRIAR CT	PAHRUMP	NV
WASHOE	017-350-30	290 NEILSON RD	RENO	NV
WASHOE	080-282-01	10510 RED PINE RD	RENO	NV
BELKNAP	GILM M:00406 B:01000	625 CRYSTAL LAKE RD	GILMANTON IW	NH
CARROLL	EFFI M:00410 B:000024	134 OLD POUND RD	EFFINGHAM	NH
STRAFFORD	MLTN M:00009 B:00012	99 WILLEY RD	MILTON MILLS	NH
BERGEN	41 00032- -00007	378 14TH ST	NORWOOD	NJ
BURLINGTON	05 00115- -00016	205 PENN ST	BURLINGTON	NJ
GLOUCESTER	20 00358- -00012- 02	116 PRINCETON AVE	WEST DEPTFORD	NJ
MIDDLESEX	12 00149-0000-00024	354 SPOTSWOOD ENGLISHTOV	MONROE TOWNSHIP	NJ
MIDDLESEX	21 00096-0000-00089-0	56 OLD RD	PRINCETON	NJ
OCEAN	21 00095-0001-00001-0	10 PRIVATEER CV	WARETOWN	NJ
PASSAIC	06 00070-0000-00026	32 MOUNTAINVIEW DR	NORTH HALEDON	NJ
KINGS	04072-0026	1120 BLAKE AVE	BROOKLYN	NY
SUFFOLK	0200-242.30-02.00-084.	WHISKEY RD	RIDGE	NY
ULSTER	513600 109.1-1-48.240	116 PROSPECT ST	MARLBORO	NY
BRUNSWICK	2190C013	2766 LITTLELEAF TRL	SOUTHPORT	NC
BUNCOMBE	9663-49-2783-00000	900 MILLS GAP RD	FLETCHER	NC
CHATHAM	0084359	744 HUNTER GLENN LN	SILER CITY	NC
CURRITUCK	033A00000110000	206 KERMIT CT	MOYOCK	NC
CURRITUCK	099A002000A0003	1949 SANDFIDDLER RD	COROLLA	NC
GASTON	205730	3176 ASHWOOD PARK DR	BELMONT	NC
MECKLENBURG	001-104-48	20019 NORTHPORT DR	CORNELIUS	NC
MECKLENBURG	139-052-21	8898 BARTLETT RD	MINT HILL	NC
NASH	384119-61-4858	104 GREEN BANK CT	ROCKY MOUNT	NC

NEW HANOVER	R06005-016-011-000	615 TENNESSEE AVE	WILMINGTON	NC
ONSLow	774G-320	175 SNOW GOOSE LN	SNEADS FERRY	NC
UNION	06-174-012	3030 ASHFORD GLEN DR	MATTHEWS	NC
UNION	06-204-014B	NEWTOWN RD		NC
UNION	06-207-455	9201 WOODHALL LAKE DR	WAXHAW	NC
UNION	06-174-011	3026 ASHFORD GLEN DR	MATTHEWS	NC
UNION	05-063-107	CHAPLIN CIR	WAXHAW	NC
ASHTABULA	33-015-00-009-01	2642 FOOTVILLE RICHMOND R	JEFFERSON	OH
CUYAHOGA	956-17-010	35950 PETTIBONE RD	SOLOn	OH
CUYAHOGA	955-34-020	38745 FLANDERS DR	SOLOn	OH
CUYAHOGA	956-33-024	7315 ROYAL PORTRUSH DR	SOLOn	OH
LUCAS	60-19001	1070 S IRWIN RD	SWANTON	OH
CLACKAMAS	22E32BA05601	1307 15TH ST	OREGON CITY	OR
CLACKAMAS	12E36DC02000	15284 SE FRANCESCA LN	HAPPY VALLEY	OR
COLUMBIA	6228-00-01400	67675 MCCOY RD	RAINIER	OR
DESCHUTES	171222 BA 12900	3779 NE PURCELL BLVD	BEND	OR
DESCHUTES	171222 BA 12700	3787 NE PURCELL BLVD	BEND	OR
DESCHUTES	171126 AD 00500	2575 NW BRICKYARD ST	BEND	OR
DESCHUTES	201013 A0 09200	56235 STELLAR DR	BEND	OR
DOUGLAS	28-06W-20BB-06300	235 WIL WAY	WINSTON	OR
JACKSON	1-0982434	978 WORCHESTER DR	MEDFORD	OR
JACKSON	1-0982428	547 WOODLARK DR	MEDFORD	OR
JOSEPHINE	36-07-35-00-000301	998 INGALLS LN	WILDERVILLE	OR
JOSEPHINE	38-05-13-00-000400	16333 WILLIAMS HWY	WILLIAMS	OR
LANE	17-03-17-33-01014-000	2084 SHILOH ST	EUGENE	OR
LINCOLN	07-11-02-BA-09200-00	4560 NE UNION LOOP	LINCOLN CITY	OR
MARION	072W36B 07400	8663 BLACKHAWK CT SE	SALEM	OR
MULTNOMAH	1S2E11DA 05701	13949 SE BUSH ST	PORTLAND	OR
DELAWARE	09-00-02736-00	1622 PEACH ST	UPPER CHICHESTER	PA
MONROE	10/8/5/52	91 FAIRVIEW AVE	MOUNT POCONO	PA
MONROE	19/11B/1/70	914 DEER RUN RD	POCONO LAKE	PA
PROVIDENCE	CRAN M:6-1 L:149 U:	35 ORCHARD ST	CRANSTON	RI
PROVIDENCE	EPRO M:612 B:02 L:008	148 CIRCUIT DR	RIVERSIDE	RI
BEAUFORT	R600 036 000 0371 0000	79 BRYSON LN	BLUFFTON	SC
BERKELEY	265-04-01-053	1011 ISLAND CROSSING DR	HANAHAN	SC
CHARLESTON	583-09-00-064	1981 SHIELDS LN	MOUNT PLEASANT	SC
CHARLESTON	583-05-00-282	2108 SANDY POINT LN	MOUNT PLEASANT	SC
CHARLESTON	460-07-02-207	547 RUTLEDGE AVE	CHARLESTON	SC
CHARLESTON	583-05-00-308	2619 RIVER BLUFF LN	MOUNT PLEASANT	SC
CHARLESTON	583-05-00-315	2616 ALDERLY LN	MOUNT PLEASANT	SC
CHARLESTON	583-05-00-283	2104 SANDY POINT LN	MOUNT PLEASANT	SC
GREENVILLE	0176.00-03-068.00	13 PARIS VIEW DR	GREENVILLE	SC
GREENVILLE	0666.05-01-047.00	17 CRESCENT PINYON WAY	MARIETTA	SC
PICKENS	4142-00-70-1538	308 CROOKED ROCK LN	SUNSET	SC
YORK	778-01-01-035	5012 SWORDLEAF HL	FORT MILL	SC
DAVIDSON	083-05-0-392-00	1423 STRATTON AVE	NASHVILLE	TN
MAURY	060030B B 00200	1548 OAK BRANCH DR	COLUMBIA	TN

SHELBY	D02-22 - -00506	161 MARYS CREEK CV S	EADS	TN
SHELBY	D02-23Y- -A-00019	309 N MONTEREY FARMS CV	COLLIERVILLE	TN
DALLAS	38-05402-00D-039-00-0	3212 LAKEHURST DR	MESQUITE	TX
DALLAS	28-12080-00B-228-80-0	1211 TEE BOX PL	CEDAR HILL	TX
DALLAS	44-00113-00A-003-00-0	2406 CHIESA RD	ROWLETT	TX
DALLAS	44-00113-00A-004-00-0	2402 CHIESA RD	ROWLETT	TX
DALLAS	44-00113-00A-002-00-0	2410 CHIESA RD	ROWLETT	TX
DALLAS	44-00113-00A-001-00-0	2414 CHIESA RD	ROWLETT	TX
MONTGOMERY	2571-02-31800	3823 N RONDELET DR	SPRING	TX
TRAVIS	01391503170000	6403 W COURTYARD DR	AUSTIN	TX
DAVIS	04-067-0095	1477 LAKECREST RD	BOUNTIFUL	UT
UTAH	46-529-0001	6182 W 10760 N	HIGHLAND	UT
WASHINGTON	SG-COSC-J-155	3052 N SNOW CANYON PKWY	SAINT GEORGE	UT
WASHINGTON	SG-COSC-H-230	3052 N SNOW CANYON PKWY	SAINT GEORGE	UT
FAIRFAX	060-2-04-0071	7009 HICKORY HILL RD	FALLS CHURCH	VA
FAIRFAX	039-1-01-0032	2111 SUNCREST LN	VIENNA	VA
FAIRFAX	092-2-18-02-0042-A	6848 DONORA DR	ALEXANDRIA	VA
FAIRFAX	101-2-04-0023-B	7909 ASHTON ST	ALEXANDRIA	VA
KING GEORGE	14-6x	6205 DIAMOND VIEW PL	KING GEORGE	VA
ORANGE	019-00-00-00-0028-N	24155 TIMBER WOLF LN	UNIONVILLE	VA
PRINCE WILLIAM	7199-49-7957	4110 MOUNTAIN RD	HAYMARKET	VA
PRINCE WILLIAM	7694-70-8600	9980 FLINT ROCK RD	MANASSAS	VA
PRINCE WILLIAM	7101-95-2546	2214 LOOKOUT RD	HAYMARKET	VA
NORFOLK CITY	00000557	7347 GRANBY ST	NORFOLK	VA
NORFOLK CITY	00000809	446 LUCAS AVE	NORFOLK	VA
RICHMOND CITY	W-022-0020-003	4511 CARY STREET RD	RICHMOND	VA
RICHMOND CITY	W-022-0020-003	4511 CARY STREET RD	RICHMOND	VA
CHELAN	272218480430	224 BANDERA WAY	CHELAN	WA
CHELAN	282121605008	1735 SUMMIT BLVD	MANSON	WA
CLARK	141552-000	411 NE 353RD AVE	WASHOUGAL	WA
COWLITZ	EH1313004	8137 LEWIS RIVER RD	ARIEL	WA
GRANT	090479000	2719 W PENINSULA DR	MOSES LAKE	WA
GRANT	090629407	601 N BLUFF WEST DR	MOSES LAKE	WA
GRAYS HARBOR	618062741003	909 N HARDING RD	ELMA	WA
KING	187400-0762	85 DOUGLAS ST	MILTON	WA
KING	645330-0062	9456 OLSON PL SW	SEATTLE	WA
KING	272306-9165	16031 CEDAR GROVE RD SE	ISSAQUAH	WA
KING	192606-9042	18775 143RD CT NE	WOODINVILLE	WA
KING	416660-0647	304 28TH AVE S	SEATTLE	WA
KING	405570-0935	128 NW 72ND ST	SEATTLE	WA
KING	375450-0562	11830 89TH AVE NE	KIRKLAND	WA
KING	375450-0564	11831 89TH PL NE	KIRKLAND	WA
KING	142206-9047	24615 SE 224TH ST	MAPLE VALLEY	WA
KING	252306-9039	26400 SE 172ND ST	ISSAQUAH	WA
KITSAP	332702-1-010-2000	7177 NE CRAWFORD DR	KINGSTON	WA
LEWIS	020951004029	1523 MAPLE VALLEY DR	CENTRALIA	WA
PACIFIC	77011002009	33007 G PL	OCEAN PARK	WA

PIERCE	0122237018	13214 82ND AVE NW	GIG HARBOR	WA
PIERCE	5065200680	4414 183RD AVE E	LAKE TAPPS	WA
PIERCE	4002430180	12020 45TH AVENUE CT NW	GIG HARBOR	WA
PIERCE	5985002349	808 PARK WAY	MILTON	WA
PIERCE	0317287021	511 364TH ST S	ROY	WA
SAN JUAN	362841-001-000	978 BOUNDRY POINT RD	FRIDAY HARBOR	WA
SNOHOMISH	00394406300802	17809 MARINE DR	STANWOOD	WA
SNOHOMISH	00625300002300	102 201ST AVE NE	SNOHOMISH	WA
SPOKANE	29254.9064	1600 W ENOCH RD	DEER PARK	WA
THURSTON	1381-82-10000	704 SUMMIT LAKE SHORE RD N	OLYMPIA	WA

From: [Bae, Philip](#)
To: [McCune, Crystall](#)
Cc: [Steffey, Brian](#)
Subject: FW: USAG Eric Holder not responded.One West Bank Retaliates. Impersonations Forgery -FRSONLY-
Date: Thursday, April 23, 2015 10:45:43 AM
Attachments: [Eric Holder PROSECUTE OWB 4-15-15.ZIP](#)

From: Hurwitz, Ivan
Sent: Thursday, April 23, 2015 10:38 AM
To: Bae, Philip
Subject: FW: USAG Eric Holder not responded.One West Bank Retaliates. Impersonations Forgery

From: NEONSUNSET@aol.com [<mailto:NEONSUNSET@aol.com>]
Sent: Wednesday, April 22, 2015 7:52 PM
To: Franklin.Monsour@usdoj.gov; Giovanni.Coutard@usdoj.gov
Cc: Hurwitz, Ivan; Philip.Rae@ny.frb.org; Steffey, Brian; David.Finnegan@occ.treas.gov
Subject: USAG Eric Holder not responded.One West Bank Retaliates. Impersonations Forgery

ATTENTION U.S. ATTORNEY GENERAL ERIC HOLDER
C/O Mr. Franklin Monsour, esq.
Mr. Giovanni Coutard, esq.
UNITED STATES DEPARTMENT OF JUSTICE

April 22, 2015

cc: Congressional Oversight Committee
U.S. Senator Elizabeth Warren
U.S. Senator Merkley
U.S. Senator Al Franken

cc: Federal Reserve Bank of NY, c/o VP Ivan Hurwitz, Brian Steffey, Philip Bae
Office of the Comptroller of the Currency c/o David Finnegan

Being mailed with Delivery Confirmation

re: One West Bank's unrestrained criminal acts demand Criminal Prosecution, NOW.

Gentlemen:

On April 15, 2015, my group of One West Bank victims sent via Delivery Confirmation an extensive listing of the failures of the U.S. Department of Justice to pursue the investigation and prosecution of One West Bank, to the personal attention of U.S. Attorney General Eric Holder. We have not received a response. A copy of the letter is attached with fully documented circumstances backing up the statements of criminal acts and violations by One West Bank.

Meanwhile, One West Bank's criminal acts are totally out of the bounds of civilized society, noncompliant in a Nation of Laws. Some of the criminal acts by founding CEO Steven Mnuchin and the bank are detailed in the attached letter to Mr. Holder. **Solid proof** by hundreds of victims is available immediately for your review.

Also Assistant Attorney General Monsour has personally reviewed some of the accusations, about a year or two ago.

The cover ups of the banking industry have to stop right now, especially with respect to One West Bank. The criminal acts are now totally unrestrained, spreading like the deadly Ebola Virus, because no one has genuinely prosecuted the escalating criminal acts of One West Bank and its associates/teams.

Look at what we just discovered on Monday.....

ONE WEST BANK MASSIVE RETALIATION AGAINST "GUEST" OF FEDERAL RESERVE BANK

NOW, I as a former criminal prosecutor, former Chief Counsel to a Banking Commissioner, former Chief Counsel to several divisions of TARGET [then called Dayton Hudson Corporation], am really troubled that I have to also report the additional shocking crime by One West Bank and its team of associates **that was just discovered on Monday.** I must copy the Federal Reserve Bank and the OCC on this email, as they are equally responsible for this escalating criminal activity, for not genuinely regulating and investigating the previous reports of violations by One West Bank throughout the past years.

Briefly, this involves massive fraud by One West Bank against an invited guest testifying before the Federal Reserve Bank of NY, courtesy of the Federal Reserve Bank of SF, in Los Angeles on February 26, 2015. Both the **One West Bank, CEO Otting, and CIT Group, CEO Thain, plus extensive executive staffs of both banks were in the audience listening** to the One West Bank victim testify simply that she had asked One West Bank why suddenly her mortgage balance in one year had blown up by over an additional \$100,000, as she prepared to pay off her mortgage. [I am sure that you would not pay an American Express card for a \$50,000 balance if you knew that you had charged only \$50 that month. You would ask for an explanation.] INSTEAD of answering her repeated requests for the identification of the balance due, her home was put in foreclosure with her for each foreclosure date getting **90 notices of foreclosures for each date**, delivered at a multitude of addresses and iterations of names/titles [all accruing massive additional financial charges added to her mortgage balance]. She showed one notebook of 90 such notices for one scheduled foreclosure sale to the panelists and to the One West Bank and CIT Group CEOs and executive bank team in the audience. PROMPTLY after that February 26, 2015 appearance, One West Bank ramrodded the house into a foreclosure sale where **her house was sold**, despite pending litigation and a filing of Bankruptcy that should have stopped the entire proceedings. **TWO DAYS AGO** she found out that a team of One West Bank apparently [investigation being conducted as fast as possible to reconstruct all of the details] had had an impersonator sign multiple deeds to the homeowner's property, ...the impersonator had filed something like 6 bankruptcies, AND the One West Bank team then on the basis of the surrogate homeowner impersonator and multiple forgeries filed a motion **without notice** to the "real" property owner that disqualified her home from protection from foreclosure sale. THIS APPEARS TO BE A HUGE FRAUD SCHEME WITH FORGERIES ON MULTIPLE DEEDS, AN UNKNOWN WOMAN HIRED(?) to pretend to have authority, NO NOTICE FROM THE ONE WEST BANK ATTORNEYS....all to get the significant equity. [this laser focus effort to grab homes with equity was also done to a Vice President of Union Bank from whom One West Bank defrauded the homeowner/bank executive of his valuable bay front property on the San Francisco Bay, in the desirable Sausalito area looking at San Francisco's skyline]. THE PATTERN CONTINUES today because the violations are not prosecuted honestly and with vigor....so the list of victims continues to grow astronomically and the huge financial gains go to the criminals defying the laws of the United States.

IMPERSONATIONS, FORGERIES, TRICKS, FRAUD, NO DUE PROCESS... the list of violations by One West Bank and its associates is endless and was just used in a current retaliatory attack on a "Federal Reserve guest witness" at the Federal Reserve's Hearing on February 26, 2015. The apparent goal is to wear down the homeowner and deplete the personal financial resources required for fighting **this EPIDEMIC OF ONE WEST BANK'S " EBOLA VIRUS of crime."**

The cure to the One West Bank Ebola Virus is prosecution.

Would you please do your jobs and INVESTIGATE the facts through the victims [not the lying banks], PROSECUTE, AND JAIL STEVE MNUCHIN AND THE OTHER EXECUTIVES AND FUNDERS OF ONE WEST BANK. [the fact of enormous political contributions to President Obama's campaigns from the backers of One West Bank should NOT block the enforcement of the laws of the United States]. [Even the Inspector General's Report found prosecution lacking, as you can see from the press excerpts in one of the 3 attachments here].

Additionally please ensure that the **pending *qui tam* filed by James Beekman is FULLY IN FORCE**

AND RESPECTED BY ALL ENFORCEMENT/REGULATORY AUTHORITIES IN THE FULLEST DEGREE. The current federal review of the shell game of One West Bank being proposed to be sold to CIT Group should have been FROZEN on February 20, 2015 AND IT WAS NOT!!! The *qui tam* is apparently being disregarded right this moment.

I have also enclosed the brief description of a massive lying scheme by One West Bank to CIT Group, the Federal Reserve, and the OCC in an illegally ongoing process of preparing a review of the proposed sale of One West Bank to CIT Group, defying a federal *qui tam*.

If this plea for aggressive criminal investigation right now does not begin right now, my victims' group has already been discussing, with Congressional members and the media across the country, for the need for a **Nixon era WATERGATE COMMISSION** to be established for a fair and independent investigation and prosecution, with jail terms for the One West Bank executives for whom we have proof already, and with a **very significant Reparations Fund of Billions** being established for the victims of One West Bank in "**the biggest robbery in the history of the United States.**"

With very heavy hearts and grave disappointment, I and my fellow group members of 450 victims, sign,
450 victims, by Helen Kelly
P.O. Box 237
Pleasanton, Ca. 94566
personal email neonsunset@aol.com

3 attachments: April 15, 2015 letter to Eric Holder; Letter to Federal Reserve/OCC; excerpts on some media coverage of INSPECTOR GENERAL'S REPORT on Eric Holder's gross failure to prosecute mortgage fraud despite significant funding in the hundreds of millions for that service to the homeowners.

Victims of One West Bank's Criminal Acts

c/o H. Kelly, P.O. Box 237

Pleasanton, Ca. 94566

Cell (925)596-0452

Website www.indymacomplaints.com

Email indymacomplaints@gmail.com

April 15, 2015

Priority Mail/Delivery Confirmation

U.S. Attorney General Eric Holder /**PERSONAL ATTENTION**

U.S. Department of Justice

950 Pennsylvania Ave. NW

Washington DC 20530-0001

Re: Criminal Prosecution of Founding CEO Steven Mnuchin of One West Bank, and top managers of One West Bank [and all IndyMac name derivatives created by the founders of One West Bank]

Dear Attorney General Eric Holder:

Pursuant to your February 15, 2015 statement to the National Press Club inquiry as to why you have not criminally prosecuted any bankers for the massive mortgage fraud/racketeering intentionally designed to cause millions to lose their homes through blatant lies, **we the undersigned are presenting you with “a Silver Platter Opportunity” with all forms of proof, including whistleblowers.**

Over 450 victims just in one group, and thousands more are across the country, are respectfully requesting that you and your U.S. Department of Justice perform your employment responsibilities of prosecuting criminally One West Bank CEO Steven Mnuchin, and including founders John Paulson, George Soros [a criminally prosecuted financial felon who should never have been permitted legally to be associated with a U.S. Bank], Mike Dell of Dell Computers, *et al.* Underscoring your own job description of the mandate of prosecuting all criminals, your Justice Building's entry motto over the front door “commands the enforcement of the law and the administration of justice.”

Huge Voter Demand Growing for Criminal Prosecution of Crooked Bankers, i.e. One West Bank That Never Stops Lying.

Our request [**by 450 victims**] for criminal prosecution of One West Bank executives is buttressed by and supported by **over 15,000 people** who signed a Petition for the Federal Reserve Bank and the OCC to examine One West Bank, by **over 300 organizations** that demanded a close examination, AND by yesterday's national petition **signed by over 50,000 people across the country** that was written by Oregon Senator Jeff Merkley demanding “criminal prosecution of the crooked banks.”

The national demand for the criminal prosecution of bankers is rapidly growing by the hour, especially in light of the arrogant April 1, 2015 public threat by Goldman Sachs, *et al*, that if Congress does NOT stop regulating the banks completely THEN the Democratic Party will receive NO political contributions from Goldman Sachs and the banks! **Isn't that "bribery of public officials" that should be criminally prosecuted by your Office immediately in order to stop the irreparable damage to our political process?**

Basic Principle Demanding Criminal Prosecution of Crooks—TO STOP CRIMES

One of the undersigned is a former Special Assistant Attorney General for a Midwestern State, a former Chief Counsel for the State's Banking Commissioner, and she knows first hand from years of prosecution that the key principle behind our Democracy with its footing as a Nation of Laws is that "the laws have to be enforced in order to stop criminal activity." If you do not prosecute and enforce the laws, then the criminal activity will spread to other areas of our society and you will have an uncontrollable, destructive Ebola Virus type destructive illness pervade every aspect of life. [Look at what happened to Mexico and Argentina...now the pervasive criminal activity can not be prosecuted because the few honest prosecutors are either being assassinated or are hiding in fear.]

That erosion due to nonprosecution has been proven over and over again for the past 6 years with respect to the actions of One West Bank's executives. ***Now the unprosecuted One West Bank is foreclosing on homes without one scintilla of ownership interest and with totally fabricated documents/allonges that have no basis in law or fact. We have proof of "the forgeries." One West Bank is "bullying" the courts even with fictionalized accounts with intentionally fabricated testimony by the One West Bank representatives.***

Even a Consent Order entered into by One West Bank via the OTS is being defied openly and repeatedly by One West Bank leadership! The Federal Government is not enforcing its Consent Order, so One West Bank continues to violate the terms of the Consent Order.

This Federal Obama Administration has Totally Protected One West Bank for Years

Here is a brief overview of how your Department of Justice, the Federal Reserve Bank of NY, the OCC, and the FBI have protected One West Bank for years. [The basis must be rooted in the huge political contributions made to both Obama campaigns by George Soros, and others. Soros has bragged repeatedly that the millions he contributed to Obama were the "best spent millions ever." And now Soros is putting those same talons into the Hillary Presidential campaign with his leadership positions and funding.]

[1] Only one *qui tam* action remains against One West Bank and IndyMac. Your Assistant U.S. Attorney refused to support the *qui tam* and instead tried to trick the victim into withdrawing the *qui tam* while promising that it could be refiled later.

[2] On February 20, 2015, the veil of secrecy on the *qui tam* was lifted. **That should have stopped a “pretend public hearing” of the Federal Reserve Bank of NY and the OCC** on February 26, 2015. INSTEAD those two agencies conducted a *sham hearing* for one day in Los Angeles, in 3 minute increments, of well meaning, duped victims of One West Bank. The panelists from the Federal Reserve and the OCC sat throughout the day, hearing homeowners’ horror stories of outright thefts of their homes by pure fraud schemes designed by One West Bank executives. NOT ONE QUESTION WAS ASKED by the official Panelists representing the Federal Government’s “enforcement” interests!

[a] Since February 26, 2015, victims have been contacting the OCC and the Federal Reserve to confirm that the proposed sale of One West Bank to CIT Group has been frozen. [the sale is a pure “Shell Game” of valueless, fictitious assets to a recently bankrupt corporation that expunged ALL of its repayment obligations to the Federal Government by bankruptcy discharge of TARP repayment AND NOW it is offering to buy One West Bank for Billions as a sale price...how can that be?]

NOT ONE OFFICIAL OF THE OCC OR THE FEDERAL RESERVE BANK has responded to our inquiries for a confirmation that all review processing for that proposed sale has been frozen as of February 26th, at least. WHY do we ask? BECAUSE with the *qui tam*, the legal posturing NOW is that the Federal Government is suing One West Bank FOR BILLIONS due to One West Bank defrauding the FDIC and the Federal Government of Billions of dollars in taxpayer funds.

If the OCC and the Federal Reserve Bank has continued the review processing for approval of the proposed sale, then it is fair to state that those officials and employees are part of this massive criminal racketeering scheme by One West Bank.

[3] We assure you that if you take the time to read the *qui tam* [that your Office should have been supporting by joint prosecution with the solitary homeowner James Beekman], you as a future taxpayer will BE SCREAMING WITH RAGE. The scheme has bilked the Federal Government of **Billions**, and the future involves an **ongoing stream of Billions being paid to 5 or 6 greedy men**. The scheme was jointly designed by John Paulson, NY Congressman Schumer, and the FDIC secretly behind the curtains. This is the unprosecuted raping and pillaging of the Middle Class, and those governmental principals should be prosecuted for racketeering and corruption, as well as bribery.

The *qui tam* is brought by one brave man, a true American, who is trying to turn off the Federal government spigot and stop the perpetual drain of Billions of dollars to the 5 men of One West Bank. [this Loss Share Agreement “hose” is the key asset that CIT Group is seeking...the spigot for billions of payments into the future via the FDIC.] Americans desperately need those billions for repairing the bridges and highways of the USA, for the education of the future generations, for the feeding and care of the elderly, for the care of the wounded military, for Congressional budgets, etc.

Qui tam: Broward County, Florida, James Beekman vs. One West Bank Case No.: 9:12-CV-81138-RSR James Beekman knows right from wrong...in the Military he served his country...and now he is fighting massive public corruption, on behalf of all of us, our children, and our grandchildren.

This Beekman qui tam is the only remaining protection that the American taxpayers have against pure anarchy co-created by your sleeping and ineffective agencies, One West Bank, and self-serving U.S. Congressman Schumer who now has been getting his greatest amount of political contributions from the co-founder of One West Bank, John Paulson.

Just indicted is NJ U.S. Senator Robert Menendez for campaign contributions in exchange for “influence.”

Is this the kind of bribery and corruption that should be charged against Congressman Schumer for charges far, far greater in impact, destruction, and governmental loss? Schumer has caused Billions to be stolen/diverted from the Federal Treasury, in exchange for significant political contributions from the recipients.

Will you indict Congressman Schumer right now?

And now in the last few weeks, One West Bank has been aggressively trying to get the Beekman *qui tam* dismissed because this is the only current roadblock to the sale of the “fictitious” papers of One West Bank to the recently bankrupt CIT Group that also “stiffed and defrauded” the Federal Government.

Other Federal Government Cover Ups for One West Bank’s Racketeering:

Ask us about the other Federal Government Cover Ups for the One West Bank that include, but are not limited to:

[1] **A phony Independent Foreclosure Review Audit of the One West Bank** foreclosures that bilked the Federal Government of hundreds of millions of dollars in “administrative fees” with no payments by One West Bank to the vast majority of its victims. Victims were promised in writing that they would have an opportunity to present their proof and despite numerous follow up letters requesting the opportunity to present their proof, the OCC and the Federal Reserve permitted One West Bank to present its *unilateral* story with biased [furloughed employees of OWB?] staff...with no pretense of “independence” or “review.” **WE WERE NOT PERMITTED TO GIVE PROOF!!!** Once again the homeowners were victimized, this time by their government. [CBS Sixty Minutes just featured a similar swindle...in the context of a phony project in rebuilding New Orleans....a money grant and no genuine results!]

[2] The **perfunctory shuffling of our complaint letters to the OCC**, *et al* wherein instead of the substance of the complaint being reviewed by governmental experts and

being used for enforcement action, our complaints are forwarded to One West Bank to “shuffle” and return to the paid federal employees who are NOT doing their jobs of “regulating.” Then to make sure that the Federal government did not have any unresolved complaints against One West Bank “on the books” when it came time to consider approving the sale of One West Bank to CIT Group, suddenly all of our complaints “were sent back to us, *en masse*, in bulk packages!” And the same violations of laws by One West Bank continue to this day, undeterred!

[3] The **FBI loss of over 1000 of our complaints** [some of which had official FBI Complaint Registration numbers,], refusal to acknowledge in-person visits to FBI branch offices, refusal to follow up on the highly financed, joint FBI-California Press Conference on the establishment of a Mortgage Task Force with the victims in attendance [in fact the victims were shuffled off to a separate room during the Press Conference with no access to even hearing the event]. Even the national office’s FBI receptionist said there was “no mortgage task force” to callers, while simultaneously the FBI website had a highly financed description of the mortgage task force services [services that we found to be nonexistent...for example, one of our letters with Delivery confirmation and dated February 14, 2014 has still not received the promised “10 day turnaround.” Follow up calls were ignored.] Multiple letters were written directly to the TWO FBI directors and not one response was received over 6 years.

[4] **Your offices dissolved the law enforcement actions against the financial industry about 7 years ago?** Prominent Washington DC lawyer Brooksley Born was appointed by President Obama at the beginning of his first term to gather the best law enforcement minds to develop a law enforcement program against the banking industry that was destroying our economy with racketeering schemes and foreclosures. At the critical meeting of these great law enforcement talents wherein the program would be finalized and rolled out, Born got a phone call disrupting the meeting in progress. She hung up and advised everyone in the room that “the law enforcement project” was disbanded and dissolved that very moment. Are you the one who called her or was it President Obama?

We have the PROOF of Criminal Acts by One West Bank Executives.

Repeatedly we victims have offered your offices of our hard proof of the criminal acts by the executives/founders of One West Bank. In fact one of the undersigned saw you at the Annual American Bar Association Convention in San Francisco a couple of years ago and held a banner 4 feet from you and your entire security entourage of multiple black SUVs “HOLDER....JAIL ONE WEST BANK.” Follow up letters to you with photos of the banner received no responses.

The proof for your criminal prosecution of Steven Mnuchin and his team includes:

[1] Organized, detailed, chronologically arranged files by separate victims with dates, times, names, and conversation notes that detail the planned robbery of homes by One West Bank. Our proof can be provided to you by a former FDIC employee, by a former

state Attorney General's criminal prosecutor, by a former Chief Counsel to a state Banking Commissioner, by a former Chief Counsel to Divisions of Dayton Hudson Corp.[now "Target"], former Vice President of Union Bank, former partner of international litigation law firm Robins, Kaplan, Miller and Ciresi, mortgage industry managers, homemakers, small businessmen, Hollywood actress, "World Class" Hall of Fame athlete, Manhattan-based international interior decorator, software executives, first woman President of a State Bar Association, AND former employees of One West Bank [whistleblowers].

[2] Direct correspondence to CEO Steve Mnuchin demonstrating full knowledge of the fraud and his repeated refusals to stop the crimes. These have "Delivery Confirmations."

[3] Whistleblowers from the management ranks of One West Bank.

[4] Endless law suits filed against One West Bank, with jury and judicial awards. Many were intentionally sealed with the strictest of confidentiality per the demands of One West Bank so the public was deterred from knowing the truth. Those victims know the truths. And you would have the authority to unseal them, for the truth.

[5] Continual violations of the Federal Consent Order by One West Bank.

[6] Ongoing violations over years of the principal laws of banking and finances, including the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, ...

[7] Proof that One West Bank has been paid multiple times for the very same house!

[8] Proof that One West Bank has artificially inflated the mortgage balances to astronomical, unsubstantiated amounts with ongoing refusals by One West Bank to detail and justify the huge "add-ons" bloating the mortgages....the same impact as an armed robbery of a store!

[9] The March 2015 Federal Indiana lawsuit filed by a former FDIC employee that extensively delineates the corruption between banks and the Federal Government, confirming the Loss Share and FDIC complicity in designing the "incentive" for One West Bank to foreclose on even more homes than were ever anticipated by Congress.

[10] Testimony of Harvard Law School Graduate, practicing attorney that a One West Bank top executive bragged that One West Bank rigged and designed all of its endless divisions/subsidiaries to confuse the legal liability in law suits, to make it easier to submit false testimony and present fabricated documents [or to claim falsely that histories and documents were "lost"], and set up shell corporations to have only nominal resources so NO JUDICIAL AWARD can be satisfied against these subsidiaries/affiliates of One West Bank.

Revoke the Banking Charter for One West Bank

Given the unabated One West Bank's defiance of the financial and banking laws, you have no choice but to request formally the revocation of the Banking Charter for One West Bank.

What is your legacy going to be for your children? With us helping you, you can stop the One West Bank's defiance of the laws, the never ending lies endorsed by the bank's executives, and restore our Democracy for your kids and grandkids.

The Lies by One West Bank Continue... this morning, even!!! Demonstrates DEFIANCE OF QUI TAM Law Suit too!!! Violations of more Federal laws!!!

Today we received a copy of a very expensive report prepared by a law firm for One West Bank and CIT Group that was just sent to the Federal Reserve Bank of NY and OCC in order to support the proposed One West Bank sale to CIT Group and it totally denies every account by victims of the One West Bank robberies and racketeering presented at the February 26, 2016 public hearing in Los Angeles. One West Bank claims falsely to have “fixed the problems.” The bank goes on to attack their victim homeowners that the bank bilked and robbed. A multi-billion dollar bank attacking and disparaging their paycheck victims!

WHY WASN'T THIS WHOLE GOVERNMENTAL PROCESS OF REVIEWING THE PROPOSED SALE frozen by you and the Federal Government on February 20, 2015? That is when a *qui tam* was unsealed and converted the claims into a Federal lawsuit against One West Bank. **Who are the Federal employees who kept processing the proposed sale and kept communicating with One West Bank...the defendant?** [they were on notice...we have a signed Green Delivery Confirmation Card by Mr. David W. Finnegan of the OCC 3/30/15, and proofs of emails to the Federal Reserve Bank too]. **The One West Bank attorneys who just submitted their 70+ page April report letter violated the *qui tam* too by communicating directly with the opposition parties in a major multi-Billion dollar lawsuit !!!!**

THIS IS NOT ABOUT THE BANK'S PRETENDING TO HAVE FIXED THE PROBLEMS ON AN INDIVIDUAL BASIS...**this is about prosecuting crimes and stopping the crimes PERMANENTLY, countrywide!** No more “I am sorry” and “I fixed it”, only to have the illegal patterns reoccur tomorrow as is the repetitive pattern with One West Bank. We have proof, over and over again.

Since you have expressed very publicly recently your concerns about racism and the mistreatment of blacks, look at how many black families have lost their homes because the financial crimes of One West Bank have not been stopped! For example, a California black woman, confined to a wheelchair, was in her home when she was circled by NINE (9) armed police officers with guns drawn as directed by One West Bank in an illegal foreclosure while she was lying on her therapy table!

To put this plea for the criminal prosecution of CEO Steve Mnuchin in perspective, Harry Heltzer, the former Chairman of 3M took the criminal rap for 3M when 3M was accused of a few thousand dollars misspent for political contributions in a foreign country. **Here with One West Bank, we are talking about BILLIONS OF DOLLARS in the robbery of the USA....by 5 men.**

Sincerely,

R. Isaac H. Kelly
T. Colebrook Z. Hassey

NOTE: Since you have not prosecuted One West Bank for endless civil violations and criminal acts, THEN we have no choice but to demand a Congressional Investigation of the Department of Justice especially in light of your own personal, conflicted position of having accepted a \$73 Million salary from one of the criminal banks, J.P. Morgan that should have been aggressively prosecuted with jail terms for Jamie Dimon and others in J.P. Morgan. It is reported that others in your administration have gone back to law firms that represented the very banks that should have been prosecuted....if true, these are clear conflicts that can be actionable.

We ask the individuals in Congress copied on this letter to implement the following solution:

THE SOLUTION: Appoint a Watergate-type Commission immediately.

***FREEZE the proposed sale of One West Bank to CIT Group.**

*Have truly independent prosecutors obtain the “real” facts—not the fictions endlessly woven by One West Bank officials and their expensive attorneys.

*Issue arrest warrants.

*Conduct criminal prosecutions of both One West Bank executives and implicated federal employees [like the IRS scandal].

*Jail the key executives like Steve Mnuchin [founding CEO of One West Bank and former Executive Vice President of Goldman Sachs] whose own personal fingerprints are on everything [talk to the One West Bank whistleblowers].

*Revoke the Banking Charter of One West Bank.

*Establish a significant and meaningful Reparations Fund to repay the victims of the One West Bank crimes, just like was done for 9-11, BP Gulf Spill, and Bernie Madoff crimes.

cc: National Press Club President John K. Hughes
U.S. Congress, including the U.S. Senate Judiciary Committee and the
Congressional Oversight Committee.

April 15, 2015

Federal Reserve Bank of New York,
33 Liberty Street,
New York, New York 10045
Attention: Ivan J. Hurwitz
Vice President, Bank Applications

ivan.hurwitz@ny.frb.org

adamj.cohen@frb.gov

comments.applications@ny.frb.org

Office of the Comptroller of the Currency
Midsize Bank Supervision,
Attention: Bob Phelps
1 South Wacker Drive, Suite 2000
Chicago, IL 60606

WE.Licensing@occ.treas.gov

Senior Licensing Analyst David Finnegan David.Finnegan@occ.treas.gov

**Re: CIT Group Inc. Proposed Acquisition of IMB Holdco LLC –
Response to Request for Additional Information**

Ladies and Gentlemen:

I have read the letter dated April 14, 2015 by Stephen M. Salley of the law firm Sullivan Cromwell LLP on behalf of their clients, CIT Group Inc. and Carbon Merger Sub LLC (together, the “Applicants”), as a response, prepared by the Applicants, to the email, dated March 17, 2015, from the Board of Governors of the Federal Reserve System (the “Board”) requesting additional information with respect to the Applicants’ application, dated August 20, 2014, to the Board in connection with the Applicants’ proposed acquisition of IMB Holdco LLC and certain related transactions (the “Application”).

I am writing this at the time that a brave postman, Mr. Doug Hughs, flew in and landed on the Capital grounds, in order to deliver 521 letters to Congress, begging Congress to stop the corruption in the Federal government, and to restore us to a Nation of Laws. I write this letter in the same context.

Hereinafter I will refer to ALL of the iterations One West Bank, IndyMac, and CIT, et al. with their multitude of different corporate names with intentionally ambiguous and slight differences in names that will not be identified by ordinary victims, **as simply** One West Bank and CIT Group, encompassing all businesses even partially related to either of them. *A top banking executive of One West Bank gleefully bragged to a victim homeowner that One West Bank creates a multitude of small corporations, with slightly*

different confusing names, and with nominal assets so victimized homeowners who are victorious in courts have NO WAY to satisfy the judgments against One West Bank.

Also I will not address all of the falsehoods in the Salley letter because no one in your agencies cares about the truth from the homeowners anyway. I will be glad to complete my review, upon your genuine request.

MOST INTERESTINGLY, I and my colleagues *bravely* testifying at your Public Hearing on February 26th did NOT get copies/notice from Salley of his response that was formally filed with you on April 14, 2015 via late night email to his select audience. I emphasize “bravery and courage” because immediately after your hearing and one woman’s testimony, One West Bank expedited a foreclosure sale on the one woman’s home for punitive purposes.

So under “One West Bank rules” in the USA, THERE IS NO FREEDOM OF SPEECH to tell the truth.

PROBLEM ONE: Salley stated “One West has informed CIT that it is not aware of any government investigations related to the allegations identified by the Board.” [p.16, 60 of 71]

TRUTH: A *qui tam* filed by James Beekman of West Palm Beach, Florida against OWB and IndyMac, *et al* had its Federally imposed confidentiality LIFTED on February 20, 2015. One West Bank is now procedurally BEING SUED BY THE FEDERAL GOVERNMENT and the OCC for BILLIONS in damages. [another lie by One West Bank].

So the lawyers at Sullivan Cromwell [including attorney Salley] had no right to be communicating with the Federal agencies directly at any time since February 20, 2014.

Additionally, THERE SHOULD HAVE BEEN NO PROCESSING OF THE ONE WEST BANK SALE PREPARATIONS after February 20, 2015. Both the Federal Reserve Bank and the OCC knew of the *qui tam*’s transformation in advance of February 26th, 2015 [I provided 3 written reports, three emails from several attendees on February 26th and a subsequent email to several of your staff] and One West Bank once again did not reveal this to CIT.

Disturbingly, Salley formally notes additionally that the Federal agencies made requests of Salley in writing in March 2015 to explain the questions that I am right now only partially responding to in light of the *qui tam*.

IN LIGHT OF THIS QUI TAM, I RESPECTFULLY REQUEST THAT THE BREACHES OF THE QUI TAM STOP IMMEDIATELY.

PROBLEM TWO: ONE WEST BANK HAS NOT PRESENTED THE TRUTH.

As I read the Salley letter, I am shocked as to the number of false claims and outright misleading and dishonest statements made on behalf of One West. One West claims that it sympathizes with the plight of the numerous homeowners that lost their homes as a result of Onewest's fraudulent practices and it claims that some of their improprieties have been "errors". In my experience, nothing would be further from the truth, and this can become obvious if one just looks at my proof.

TRUTH: To quote from Salley's letter at p.16 [page 60 of 71]: "...Many of the identified allegations have been subject to comprehensive examination and testing by or at the direction of the OCC pursuant to the consent Orders." No one in our group of over 400 victims of One West Bank have ever seen any evidence of that comprehensive examination and testing over 6 years. Please provide the specifics.

Frankly our joint impressions and experiences is that your regulatory agencies have put "the FOX in charge of the HEN house..."...One West Bank in charge of its victims.

Personally, I have proof in 7 bound volumes that I offered at the February 26, 2015 Federal Reserve Public Hearing. I have film of my proffer to your Panel. I also have 12 boxes of chronologically arranged documents of the "designed" fraud scheme of One West Bank in order to steal homes. BUT no one on your Panel or in the government is interested in the proof of racketeering, fraud, and theft by One West Bank. No one on the Panel asked a single question of us victims, all day long. We were limited to 3 minutes for our remarks. Papers are shuffled, and whatever One West Bank pretends is the truth is rubber stamped by the Government Agencies.

I thought that your agencies were supposed to be regulators in the industry BUT it looks like One West Bank is the real regulator.

A Florida Judge recently agreed with me that "One West Bank lies." See Freiday v. One West wherein the judge said in essence "baloney" when One West Bank represented to a judge, under sworn attestations as to truthfulness "all conditions precedent to the acceleration of the note and foreclosure of the mortgage have occurred or have been performed, waive or excused." REVERSED. REMANDED. Florida COA 4th District. Judge Zoohary noted illegal kickbacks in this arrangement that were very profitable for One West Bank, so this incentivized One West Bank even further to design and set up even more defaults on the mortgages.

Another lie by One West Bank..... Speaking of lies, take a look at the AIG case that One West Bank settled for \$335 MILLION for insurance fraud. How about One West Bank

suing Lehman Brothers to try and keep the records locked up because the documents showed that One West Bank DID NOT OWN THE LOANS?!!!!

PROBLEM THREE: [p.17, 60 of 71] “CITB received an overall CRA rating of “Satisfactory” from the FDIC on its March 2013 performance evaluation.”

TRUTH: How can CIT Group be getting Satisfactory ratings so close to the time of having defrauded the U.S. Treasury of hundreds of millions of dollars? How can CIT Group be considered as a qualified buyer by any Federal Agency for a transaction of BILLIONS after bilking America so dramatically and using the “washed company” to pretend to be qualified to buy One West Bank? From where did the funds come? Hidden in the Cayman Islands or elsewhere, defrauding the American taxpayers who may pay more in taxes than CIT Group does in comparability? Morally and legally, how can the sale be considered qualified for a governmental review let alone giving CIT Group a “satisfactory rating?” Something disingenuous about all of this story?!

Do I detect a “shell game?” Under which shell is the stolen taxpayers’ TARP funds? **Should one of you report this to the U.S. Bankruptcy Court Trustee for further investigation?** Or are the 5 key funders of One West Bank those who are actually completing the shell game by providing the positioning/backing of CIT Group to “pretend to be a qualified buyer?”

And the end result of such a “shell game” is that the consumer histories, the records of One West Bank fraud, the telephone call recordings, etc. “will be lost.” to any legal efforts to compel discovery and production of essential records to support the contentions of victimized homeowners? Such “losses” have occurred when One West Bank did smaller transactions with IndyMac spin offs, Ocwen Financial, etc. as One West Bank reported to us in individual transactions.

PROBLEM FOUR: ONE WEST BANK LABELS THE HOMEOWNERS WHO ASK THAT THE LAWS MUST BE COMPLIED WITH, WITH “SPECIAL COMPLAINT STATUS” AND MONITORING/TRACKING.

TRUTH: So anyone who does business with One West Bank must lay down and let the One West Bank bulldozer drive over the laws and the homeowner with no respect for legal compliance by One West Bank.

Look at who are typical of the victims of One West Bank...it could be YOU and you can do nothing about it because NO ONE IS ENFORCING THE LAWS against the planned and designed violations by One West Bank.

The complete story has been uncovered by over 450 victims of One West Bank and thousands of others across the country, including 15,000 Petitioners against One West Bank, 50,000 Petitioners led by U.S. Senator Merkley “demanding that banking criminals

be criminally prosecuted right now,” by hundreds of organizations, by a former FDIC employee, by a former state Attorney General’s criminal prosecutor, by a former Chief Counsel to a state Banking Commissioner, by a former Chief Counsel to Divisions of Dayton Hudson Corp.[now “Target”], former Vice President of Union Bank, former partner of international litigation law firm Robins, Kaplan, Miller and Ciresi [that brought the cigarette industry to its knees], mortgage industry managers, homemakers, small businessmen, Hollywood actress, “World Class” Hall of Fame athlete, Manhattan-based international interior decorator, software executives, first woman President of a State Bar Association, AND former employees of One West Bank [whistleblowers]. This Group can give you the records, proof, testimonies, and recorded, filmed interviews of the One West Bank robbery victims.

Is a law abiding bank, as One West Bank is falsely portrayed in the Salley letter, one that would monitor, stalk, and microsupervise clients who just ask for legal compliance with the laws of the United States as to be expected from a bank with the privileged status of a “Bank” chartered by the US Authorities?

PROBLEM FIVE : ONE WEST CLAIMS THAT THE REPORTS OF THEIR ILLEGAL ACTS ARE “WITHOUT MERIT.”

TRUTH: The One West Bank records DO NOT reflect the truth and are NOT complete. but no one reviews the homeowners’ records....not Salley and not the Federal Regulators.

Not only do we have over 450 sets of documents describing the lies by One West Bank, BUT we also have access to “One West Bank whistleblowers” who will confirm our descriptions.

Look at page 3, [or 48 of 71]...”Several of these participants have had longstanding disputes with One West.” That clearly demonstrates a smelly inference being drawn that we victims of One West Bank’s fraud are deadbeats or bums. ON THE OTHER HAND, one can construe that statement demonstrating that One West Bank does NOT try to comply with laws, does NOT try to work out problems with homeowners, and does try to slander or disparage anyone who tries to get One West Bank to acknowledge and honor the applicable laws. All of these inferences underscore the other Problems described in this document and solidly discount directly Mr. Salley’s “glowing” report.

PROBLEM SIX: THE ONE WEST BANK DISRESPECT FOR THE BASIC BANKING/FINANCIAL LAWS IS CONTINUAL, UNCEASING, YEAR AFTER YEAR.

TRUTH: THE BANKING CHARTER FOR ONE WEST BANK MUST BE REVOKED IMMEDIATELY. INCOMPETENT BANK. DOES NOT PROVIDE HIGH CALIBER BANKING SERVICES. DEFIES FINANCIAL LAWS.

The U.S. Senator from Vermont announced on a news talk show this weekend that TRILLIONS have been stolen from the Middle Class and transferred to the wealthiest .5% [one half of one percent] through foreclosure scams like this. The Middle Class has been totally destroyed by the unprosecuted thievery. More than 25% of Americans are NOW “food deficient.”

PROBLEM SEVEN: ONE WEST BANK HAS NOT DISCLOSED THE REAL NATURE OF ITS BUSINESS...CONTRARY TO YOUR UNDERSTANDING, IT IS NOT TO HAVE MORTGAGES REPAYED BY HOMEOWNERS BUT INSTEAD TO BE IN THE FORECLOSURE BUSINESS OF SEIZING THE HOMES BY TRICKS.

TRUTH: A recent industry article indicated “Banks have switched their traditional role of creditor seeking to get paid to something else --- a "servicer" or "Trustee" seeking foreclosure. In fact, in multiple cases where the homeowner has had sufficient funds to pay off the "debt" upon proof of ownership and balance, the banks have actually argued in court that they should not be required to accept the money. They argue that it is their election to seek foreclosure.” [Note: One West Bank did that in essence to one of the witnesses at your Feb. 26, 2015 Public Hearing, immediately after her testimony.]

“So the article points to 6 common tricks that banks sue to push homeowners into foreclosure. These tricks work because on some level most borrowers still trust the bank's representations of ownership and balance and don't think to challenge the basic foundation of the party claiming to be servicer or trustee or owner of the debt. There is no default if the alleged debt never existed. That doesn't mean you didn't get a loan. But it does mean that you didn't get the loan that is referenced in the closing documents including the note and mortgage.

The six tricks:

Bank Trick #1: Refusing Payments

Bank Trick #2: Switching Service[r]s During Modification

Bank Trick #3: Breaching a Modification Contract

Bank Trick #4: Extra Fees & Escrow Accounts

Bank Trick #5: False Notices [like including an amount required to reinstate that is completely without any basis]

Bank Trick #6: Multiple Modifications

Foreclosure is clearly the fattest pot of gold possible and it's for this reason foreclosure is the bank's primary goal.”

CURRENT EXAMPLE FROM YOUR WITNESS ON FEB. 26, 2015

Right this moment, I got a call from a homeowner [who testified before you on February 26th] wherein the associates of One West Bank have allegedly dummied up phony

multiple bankruptcy filings by someone who has been portrayed as the homeowner and a phony proof of service for the subsequent punitive filing they did...the “REAL” homeowner has never heard of the person filing all of the bankruptcies against the homeowner’s property. The homeowner has never received notice of any of the filings. Today’s news was a total shock! One more trick by One West Bank’s associates, agents, and employees to steal another home? Only time will tell.

Keep in mind that this homeowner was immediately foreclosed upon after she testified on February 26, 2015 in front of your representatives and the CEOs of BOTH One West Bank and CIT Group. That is the portrayed “sincerity” of One West Bank that is professed in Salley’s letter—FALSE again! You can see that the truth was not told at your hearing or in the One West Bank reports to Salley.

Years back, this homeowner offered to pay off her mortgage but needed the various costs, add-ons, etc. to be identified as suddenly the mortgage balance had increased OVER \$100,000 in one year! **One West Bank refused to identify the sources/components of her mortgage balance and just said pay the amount [grossly inflated amount].**

If American Express sent you a Monthly Statement for an immediate payment of \$75,000, BUT you know for a fact that you had only charged \$50 for that month, would you pay or would you ask for an explanation?

A sensible answer would be to ask the company for an explanation. One West Bank’s response is “pay it or else, no matter what!” HENCE, one of your speakers on February 26, 2015 has had her home stolen by One West Bank because she would not pay off her mortgage until she knew the sources of the highly inflated charge-ons!!! For years, One West Bank refused to answer her question. Does that sound like an ethical bank that should be approved for a major sale, moving its substandard culture to an even bigger forum and reach for even greater damage to the USA?

As an aside, from this experience, the truth about One West Bank can not be told to a Federal regulator without catastrophic punishment. Homelessness.

You Regulators should investigate this truth at One West Bank. We victims of the One West Bank racketeering can provide the proof, including such testimony in legal actions, and of course we all know the major consequences for such significant legal misrepresentations in all of this, including the bases for racketeering and False Claims prosecutions, and those aiding and abetting, like the “phony homeowner” distressing the real homeowner’s title.

PROBLEM EIGHT: ONE WEST BANK BRIBED A GREAT NUMBER OF GROUPS TO VOTE IN FAVOR OF THE SALE IF THEY PROVIDED REPRESENTATIVES AT THE FEBRUARY 26, 2015 PUBLIC HEARING TESTIFYING IN FAVOR OF THE SALE.

ISSUE: Why is the money stolen in a racketeering scheme by One West Bank being redistributed to organizations “**for bribery purposes**” to benefit the criminal bankers **INSTEAD OF BEING RETURNED TO THE VICTIMS of the crimes by One West Bank? Look at it this way.....So my car is stolen, and the police give my car to a church instead of returning it to me, the victim?** Flies in the face of morality and legality!!!

PROBLEM NINE: CIT GROUP CLAIMS A DUE DILIGENCE REVIEW OF ONE WEST. [P. 25, 70 of 71]

TRUTH: One West Bank provided only what CIT Group wanted, in order to make this sale possible for the undetermined, but speculated “shell game.”

Shockingly when I know the facts of so many of our group’s collection of 450 victimized homeowners, Salley goes on to state “CIT believes that One West has structured its mortgage servicing operations to comply with the Consent Orders and with applicable laws and regulations, and subject to a small number of human errors, conducts its business in accordance with its policies and procedures...”

One of the whistleblowers who was formerly employed by One West Bank advised that the management designed policies and procedures that were solely intended to maximize the number of foreclosure sales through trickery and fraud. One incentive for the managers was huge payments/bonuses for each foreclosure sale!

There were no financial incentives for HAMP modifications that were completed with the homeowner. However a “pretend pending” HAMP modification warranted special fees/payments from the government so the goal appeared to be simultaneously alot of pending modifications while fast steps were taken behind the scenes to get completed foreclosure sales after sufficient “delay and ancillary” fees were accrued to “add onto” the mortgage balances. THEN the 85% reimbursement under the FDIC Loss Share Agreement to be paid by the Federal Government to One West Bank would be calculated on “a far larger basis” than any reasonable person would have anticipated for a typical mortgage. And add to this “fat financial return” that with some of the foreclosed houses One West Bank has been paid multiple times for the very same house! Several full payments for the very same foreclosed homes....incredible if true! [And for many of these houses, One West Bank did NOT have one scintilla of ownership or legal right to foreclose...but the Bank got “multiple” full payments. Talk about an incentive to foreclose on family homes.]

So the statement that One West Bank complies with “its policies and procedures” SHOULD NOT give comfort to any regulatory agency without the agency conducting its own long term, independent, stealth testing through individual mortgage applications, or as a novel approach, making inquiries of the actual victims of the policies and procedures...the victimized homeowners.

So CIT Group's vouching for One West Bank's legal compliance is SOLELY BASED on what One West Bank wanted to provide and not provide to CIT Group for its review.

OR as it is rumored in the banking community, no other banks expressed any interest in buying One West Bank because of the rumored worthless or toxic assets that do not evidence or support proper ownership interest by One West Bank. [so there is NO real asset to be sold to CIT Group, except the FDIC Loss Share Agreement requiring BILLIONS to be paid to CIT Group as it has already been paid to One West Bank.]

So the financial industry rumors go like this: that One West Bank is desperate to sell to any entity and hence the explanation for the apparent window dressing applied to CIT Group to meet your needs for approval. And hence, this is the rationale for the overly enthusiastic support by CIT Group for One West Bank's positioning when the facts were not sufficiently investigated.

PROBLEM TEN: NEW BOARD MANAGEMENT HAS OLD BOARD MANAGEMENT.

TRUTH: Salley touts the "new board management" after the sale as giving the appearance that everything will be new and in compliance with laws, as in direct contrast to the practices of One West Bank. I understand that the founding CEO of One West Bank, Steven Mnuchin, who was formerly the Executive VP of IT for Goldman Sachs [world expert on computers, IT services and capability with "state of the art" expertise and equipment as demanded by a top financial company] had enormous problems for six years with his One West Bank computers. [???

I wrote to CEO Mnuchin many, many times innocently believing that he would want to fix his company's problems. That is what I would want to do as CEO. BUT now I know that "the computer has problems" was the justification for the dual tracking. I have proof of names, dates, times, details of conversations with One West Bank personnel that clearly demonstrate that the pretend computer problems justified the dual tracking scam to trick homeowners. [and then I found out that the managers got HUGE bonuses for successfully flipping an innocent HAMP modification request into a foreclosure sale].

And now Steven Mnuchin, the designer of the "failed computer system" is going on to CIT Group's new management. I have been told that a leopard can not change his spots.

PROBLEM ELEVEN: THE SUMMARY OF THE INDEPENDENT FORECLOSURE REVIEW GROUP PROCESS AND FINDINGS IS TOTALLY FALSE.

TRUTH: I know first hand that Salley's praise of the Independent Foreclosure Review group's findings with respect to One West Bank is based on totally false premises from the perspective of "independent auditing." For the audit, the instructions were to keep your proof until asked. I wrote many times, with delivery confirmations, asking WHEN

to provide the proof. No Answers. And then suddenly I am told by a Delivery from One West Bank [NOT an independent auditor] that not one of my pages of damages claims was even worthy of \$1. How can that be a fair audit? With no evidence from the victims?

PROBLEM TWELVE: ONE WEST BANK CONTINUES ITS CULTURE OF BEING A “BULLY BANK” EVEN AFTER 4 YEARS OF HAMP PAYMENTS [40 PAYMENTS PRECISELY].

TRUTH: So even after my 40 monthly payments to One West Bank, One West Bank still violates the laws. For example, day after day, One West Bank calls a business with a recorded collection call about me that does not even wait to contact me...just disparaging me to the first person to pick up the business phone...many times, 3-4 times a day. The President of the company told them to stop and One West Bank refused to stop. The calls continued UNTIL I testified on February 26, 2015. Then they abruptly stopped.

Now after nearly 3 years of NO MONTHLY STATEMENTS for the mortgage [aren't statements required under the law?] , I get those monthly statements 20-23 days AFTER the Due Date for the payment. And on the very same mortgage statement, THERE ARE TWO DIFFERENT payments due. How can that be? To this former accountant and Honors Business Graduate at a world class university, I can NOT understand the monthly statement and know that it will be totally worthless to ask One West Bank as you can never tell if the truth is being told to you.

For several months, One West Bank this spring sent me monthly statements with TWO mortgage payments being due immediately! How can that be? I was current on my monthly mortgage payments. HERE WE GO AGAIN...false bookkeeping and no way to get it corrected, as there is NO REGULATORY BODY holding One West Bank's feet to the fire. [By the way, one of those erroneous statements demanding TWO mortgage payments when none were due, arrived two days before I testified at your hearing on February 26, 2015. I testified to the errors. Afterwards, in the coffee break area, I ran into CIT Group Chairman Thain and asked him if he could help me in getting the massively erroneous One West Bank statement corrected. His face turned purple with what I could only assume was rage, and rudely turned his back to me, and raced back into the Hearing Room where I could not speak to him. If I was the CEO of CIT Group and had had Mr. Salley make truthful representations about One West Bank and CIT Group helping the homeowners, I would have said “let me introduce you to Mr. Otting's One West Bank chief staff members in attendance here today who can investigate this blip in their system for you.” That clearly was not the case. That real life example of their “current” attitude is not what Salley describes in his letter to you.]

PROBLEM THIRTEEN [Page 48 OF 71]: One West Bank is reported in Salley's letter as “works hard to serve those borrowers properly and in accordance with legal obligations...”

TRUTH: If so, why are there so many lawsuits against One West Bank and all of its iterations? Why are there so many complaints filed with federal and state authorities? Oh, I forgot...many of the lawsuits have been sealed with very strict confidentiality requirements. Oh, I forgot that federal authorities turned over our complaints to One West Bank to RETURN THEM TO US IN A BUNDLE. Is that so the Federal authorities could state that there were no complaints against One West Bank pending?

PROBLEM FOURTEEN: ANY REDACTION OF OUR PUBLIC TESTIMONY OR SUPPRESSION OF OUR EVIDENCE IS OBJECTED TO VIGOROUSLY AND WILL BE PROTESTED.

There is so much more to share BUT no one in the Federal Regulatory agencies is genuinely asking me or the thousands of other victims of One West Bank for our facts and proof of the civil and criminal wrongdoings by One West Bank.

AND NOW you should not be asking me anything in the context of your reviewing the proposed sale of One West Bank to CIT Group because of Mr. James Beekman's heroic *qui tam* that is trying to save all of us and stop the unprosecuted corruption.

As of February 20, 2015, WE ARE NOW ALL PLAINTIFFS SUING ONE WEST BANK FOR THE RECOVERY OF BILLIONS. There should be NO review processing at this point in time at all.

Best regards,
Helen Kelly
P.O. Box 237
Pleasanton, California
Email neonsunset@aol.com

P.S. Now how is One West Bank going to penalize me for having spoken the truth, like they penalized my February 26th panelist colleague by foreclosing on her home when all she had asked originally was for an explanation of her balance before paying the mortgage because thousands and thousands of dollars had mysteriously appeared on her mortgage? Perhaps send another round of Italian-type street thugs to stake out my 20 year family home with their phony stories, until I challenge them and get the truth, as well photos of them? I have their license plates and even a One West Bank email admission from their "tough 'former military SEAL' Default Escalation Specialist" in 2011 that they specially assigned to this "68 year old senior woman troublemaker" (wherein the One West Bank's Mike Albers admitted that One West Bank sent such teams to my home). **I am not a troublemaker**..I am an American citizen, a highly respected and accomplished retired professional who has written testimony for the U.S. Senate Banking Committee, lectured on Debt Collection Practices, co-authored books and educational videotapes, raised a Foster child, been personally invited by a U.S. President to a special, all day, working conference [along with the Chairmen of United Airlines, Starbucks, Cummins Engines, Betty Friedan, the President of the Washington

Post, etc.] and established successful charitable fundraising events, ...who only asks that One West Bank comply with the laws of the United States. A One West Bank “troublemaker?”

“The inspector general’s report sheds light on what looks like an attempt by the Justice Department to pull the wool over the public’s eyes with respect to its efforts to go after the wrongdoers involved in mortgage fraud,” Senator Charles E. Grassley, Republican of Iowa and the ranking member on the Senate Judiciary Committee, said in a statement. “According to the inspector general, the department wasted time cooking the numbers about the cases it pursued, when it should have been prosecuting cases.

the FBI received 196 million from 2009 to 2011 to investigate mortgage fraud and California FBI ranked mortgage fraud lowest priority

U.S. Criticized for Lack of Action on Mortgage Fraud

By MATT APUZZO

MARCH 13, 2014 10:27 AM 97 Comments



Mark Wilson/Getty Images Attorney General Eric H. Holder Jr. announced in 2012 that prosecutors had charged 530 people in cases related to mortgage fraud that had cost homeowners more than \$1 billion, figures that turned out to be highly inflated.

- [E-MAIL](#)
 - [FACEBOOK](#)
-

-
- TWITTER
 - SAVE
 - MORE

Updated, 1:00 p.m. |

Four years after President Obama promised to crack down on mortgage fraud, his administration has quietly made the crime its lowest priority and has closed hundreds of cases after little or no investigation, the Justice Department's internal watchdog said on Thursday.

The [report by the department's inspector general](#) undercuts the president's contentions that the government is holding people responsible for the collapse of the financial and housing markets. The administration has been criticized, in particular, for not pursuing large banks and their executives.

"In cities across the country, mortgage fraud crimes have reached crisis proportions," Attorney General [Eric H. Holder Jr.](#) said at a mortgage fraud summit in Phoenix in 2010. "But we are fighting back."

The inspector general's report, however, shows that the [F.B.I.](#) considered mortgage fraud to be its lowest-ranked national criminal priority. In several large cities, including New York and Los Angeles, F.B.I. agents either ranked mortgage fraud as a low priority or did not rank it at all.

Related Links

- [Inspector general's report \(PDF\)](#)

The F.B.I. received \$196 million from the 2009 to 2011 fiscal years to investigate mortgage fraud, the report said, but the number of pending cases and agents investigating them dropped in 2011.

"Despite receiving significant additional funding from Congress to pursue mortgage fraud cases, the F.B.I. in adding new staff did not always use these new positions to exclusively investigate mortgage fraud," the report says.

Mortgage fraud was one of the causes of the 2008 financial collapse. Mortgage brokers and lenders falsified documents, sometimes to make mortgages look safer, other times to make the property look more valuable.

The inspector general focused much of its report and most of its recommendations on fixing internal systems that produced inaccurate data that wildly overstated the government's results.

Mr. Holder, for example, [announced in 2012](#) that prosecutors had charged 530 people over the previous year in cases related to mortgage fraud that had cost homeowners more than \$1 billion.

Almost immediately, the Justice Department realized it could not back up those statistics, the inspector general said. After months of review, it became clear that only 107 people were charged.

The \$1 billion figure, it turned out, had been drastically inflated. It was actually \$95 million, the inspector general said. Yet Justice Department officials repeated those claims for months, even after it was obvious the figures were wrong, the inspector general said.

The Justice Department contested the inspector general's findings, noting that the number of mortgage fraud indictments and convictions roughly doubled from

2009 to 2011. In 2012, the government reached a \$25 billion civil settlement with the nation's five largest mortgage servicers.

"The facts regarding the department's work on mortgage fraud tell a much different story than this report," a department spokeswoman, Ellen Canale, said. "As the report itself notes, even at a time of constrained budget resources, the department has dedicated significant manpower and funding to combating mortgage fraud."

Last year, the Justice Department announced a \$13 billion settlement with [JPMorgan Chase](#) over the bank's questionable mortgage practices. The Justice Department agreed with the recommendations to improve the record keeping that produce such figures.

Members [of Congress](#) and [others have criticized](#) the Obama administration for going too easy on Wall Street banks and not taking mortgage fraud seriously enough.

"The inspector general's report sheds light on what looks like an attempt by the Justice Department to pull the wool over the public's eyes with respect to its efforts to go after the wrongdoers involved in mortgage fraud," Senator Charles E. Grassley, Republican of Iowa and the ranking member on the Senate Judiciary Committee, said in a statement. "According to the inspector general, the department wasted time cooking the numbers about the cases it pursued, when it should have been prosecuting cases."

Franklin G. Monsour , Jr Franklin.Monsour@usdoj.gov,
Giovanni.Coutard@usdoj.gov

From: [Kam M.](#)
To: [NY Banksup Applications Comments](#)
Subject: OneWest and CIT Group Bank Merger
Date: Friday, April 24, 2015 9:59:09 AM

Dear Federal Reserve Bank of New York: One West Bank is nothing short of being Vultures plucking the fresh from its dying victims. I can personally testify to that. I have complained to the CFPB, OCC, FEDERAL RESERVE, SENATOR BILL NELSON, FLORIDA STATE ATTORNEY GENERAL, PRESIDENT OBAMA AND ONE WEST DIRECTORS but with no success. THIS BANK WILL FORECLOSE ON THE 4TH OF MY PROPERTY ON JUNE 23, 2015. This bank filed for foreclosure on 8 of my rental properties. 3 were foreclosed on. Including one which they padlocked 3 years before foreclosing. Their inspectors tell my tenants the place is in foreclosure and they need to move. The house was completely vandalized while under One West management. I could not accept a modification offered by Freddie Mac because of the damages. The deficiency was sold to LCS Financial who is suing me for \$172000. 4 of the loans which were owned by Freddie Mac were transferred to Owen and modified and are current. ONE WEST REFUSED TO MODIFY ANY OF THE LOANS EVEN THOUGH FREDDIE MAC WANTED THEM TO DO SO. I was paid \$1000 under the regulatory review program For one property foreclosed on. The bank must have done something wrong for Me to receive this payment. My mortgage payment was Held and later returned by a bank check. The bank saying I did not pay in cashier's check or money order. The payment was made through my bank's bill pay system. ONE WEST FORECLOSED ON THE PROPERTY. I have been trying to get my triplex in N. LAUDERDALE modified for the past 3 years but One West continues to deny the modification by LYING AND DOING SHADY AND UNDERHANDED THINGS. This property is in a low economic area. The current value is about 50% less than what I owe But they refuse to modify it. The loan is owned by One West. They denied the modification as they used incorrect information on my credit report to calculate monthly mortgage payments. The bank said my monthly payments is twice my monthly income. I received 11 modifications from banks such as Chase, Ocwen, Wells Fargo, GMAC, and Nation Star. Why would all these banks modify my loans using the same financial data I submitted to One West and One West did not modify any of 8 loans? I provided detailed documentation along with supporting documents to One West explaining the errors on the credit report but the bank refuse to use the correct information. THE OBJECTIVE IS OBVIOUSLY TO FORECLOSE AT ALL COST. ON JUNE 23, 2015 THEY WILL SELL THE 4TH PROPERTY. ONE WEST CHARGES FEES AND ADVANCES WHICH THEY REFUSE TO PROVIDE SUPPORTING BILLS OR DETAILED EXPLANATION OF SERVICES RENDERED. \$10,000 IN LEGAL FEES AND \$1300 IN PROPERTY PRESERVATION FEES. 28% OF THE PAST DUE AMOUNT IS FOR FEES AND ADVANCES. The bank told me I could apply for a modification again but keep LYING THAT THEY SENT ME AN APPLICATION Which they have NOT. I am 61 years old, sick and extremely stressed from this Unjust and unfair punishment by One West bank. I have had credit since 1985 and never had even one late payment until January 2009 when the economy crashed. I HAVE LIVED MY LIFE BELIEVING IN THE AMERICAN DREAM AND JUSTICE AND FAIRNESS IN OUR DEMOCRATIC SYSTEM BUT NOW IT HAS GONE. HOPE HAS BEEN TAKEN FROM OUR SENIORS AND YOUNG PEOPLE BY INSTITUTIONS SUCH AS THIS BANK AND BY GOVERNMENT AGENCIES CONDONING THEIR BEHAVIOUR. WE ALL HAVE TO LIVE IN THIS HORRIBLE WORLD THAT THE THIRST FOR MONEY HAS CREATED. I HOPE THE REGULATORS WILL NOT APPROVE THE

CIT/ONE WEST MERGER AS THEY WILL BE RESPONSIBLE FOR MORE SICKNESS AND DEATHS CAUSED BY THIS BANK. ALL THE ABOVE IS JUST MY OPINION BASED ON MY EXPERIENCE WITH THE BANK. Thank you.

Sent from my Verizon Wireless 4G LTE smartphone

From: [denise_dunham](#)
To: [Hurwitz, Ivan](#); [NY Banksup Applications Comments](#)
Subject: Re: CIT Group Inc. Proposed Acquisition of IMB Holdco LLC-STOP THIS NOW!!!
Date: Friday, April 24, 2015 6:40:11 PM
Attachments: [Letter Grievance OWB-2015-group letter.pdf](#)

Dear Ivan Hurwitz,

Attached is a letter telling my story of what OWB did to destroy me and my family. I sent a copy to every one on the top of the page. This bank needs to be held criminally accountable for wrong doings to American citizens, and not allowed to create another TO BIG TO FAIL BANK. At the expense of innocent hardworking people, the owners have made billions, and will make BILLIONS more if this sale goes through. All I wanted to do was save my \$100,000.00 home...all I had in this world. They robbed me of that and SO much more! Please read and I hope more people speak out against this RUTHLESS BANK.

Sincerely, Denise

Hope and Rebe indymacomplaints@gmail.com NEONSUNSET@aol.com
Steve Scalise <https://scaliseforms.house.gov/forms/writeyourrep/?zip5=70460&zip4=>
Bill Cassidy <http://www.cassidy.senate.gov/content/contact-bill>
David Vitter <http://www.vitter.senate.gov/contact/email-senator-vitter>
One West Bank <https://www.onewestbank.com/contact-us/>
Eric Holder Attorney General AskDOJ@usdoj.gov
Buddy Caldwell <http://www.ag.state.la.us/>
OCC : David Finnegan David.Finnegan@occ.treas.gov WE.Licensing@occ.treas.gov
Federal Reserve: ivan.hurwitz@ny.frb.org adamj.cohen@frb.gov comments.applications@ny.frb.org

April 23, 2015

Re: CIT Group Inc. Proposed Acquisition of IMB Holdco LLC-STOP THIS NOW!!!

Dear Eric Holder, Buddy Caldwell, David Finnegan, Politicians, ONE WEST BANK, and indymacomplaints.com:

I am writing this letter to tell my story about the devastating deed of a heartless and greedy bank that has no regard for the lives of hard working American people...One West Bank, formally Indy Mac Bank took my home, health, and my life. I am one of the unfortunate people whose house went into foreclosure due to the rising interest rates that led to the housing market crash and the downfall of the economy. The entire foreclosure process was handled unethically, unprofessionally, and with complete disregard for the welfare of a single woman with nowhere to go, her daughter recovering from a serious illness, and her two young granddaughters.

Over a 4 year period on several occasions they set a date for sheriff sale and I had to fight to get them to cancel those dates. On several occasions I was in the process of applying for modifications, which puts the foreclosure on hold. Unless a person has experienced going through a foreclosure, they would have no idea of the incredible stress it causes, or the humiliation suffered as it public knowledge. During each of those modification applications OWB said documents were missing. They said we failed to fax documents when my son had fax confirmation on many of them. So we would fax again. Or they needed additional information, and we supplied that. Or they needed more current documentation, since they drug it out so long, the documentation they had was not acceptable. My son and I were so frustrated. This was all ridiculous. With his income alone we could have easily qualified and add mine we to that, our application should have been easily approved for modification. Yet they continued to stall and drag out the process until the time frame for the modification application would expire. We had to start all over again. We did this half dozen times. They stalled for so long the fines, late fees, and legal fees were insurmountable. When I asked what my balance was including those fees I was told they could not release that information until we qualified. All I was asking for was an approximate of what I would be financing to calculate my payment. Several years had passed...add the padded legal fees to the back payments, there was no way to afford a repayment plan. I laughed when they gave me the figures for a repayment plan...although I actually wanted to cry. I had no idea what the loan payment amount that they used to calculate the back payments. Maybe I was wasting my time since I might just be financing more than the house was worth. I asked for a breakdown of all the fees, what each one was for, and they would not provide it that way. I was curious how much each one of those people were paid who came by almost on a monthly basis to UNNECESSARILY photograph my home. I am sure that contributed to the already padded legal fees. I could get a payoff from the law firm if I asked for it in writing and of course they charged for that too. If you called the law firm you got voice mail, and rarely a return call. At that point, I was actually afraid to know. I figured IF WE EVER QUALIFIED, maybe they would forgive some of the debt. I had completed my trial period of on time payments of \$600.00 a mo. several years prior to this fiasco. When I finished my trial period, I called to ask what I should do next. I was given 3 or 4 different answers. They stalled over and over again. After about 3yrs of this, I decided I had enough of the emotional trauma and I would just take my loss by doing a short sale. I was so exhausted and mentally drained with the entire situation. They sent an appraiser. The figure they gave me for the asking price was \$102,000.00. I couldn't find an agent who would list it at that asking price for a pre-foreclosure short sale. Houses in my subdivision were selling for that price. My son said he was disgusted with the situation, did not trust them and would not apply again. I was exhausted with battling the bank and discussed doing a DIL and take the meager \$3,000 they were offering. Now the government has increased that amount to \$10,000.00. I would have jumped at that. As it turns out, it would have been better than the outcome...left with NOTHING!!!

I realize now I should have tried to take action against the bank at the time, but I was faced with personal issues, and had no fight left in me. In Oct. 2012, my daughter was hospitalized for several months in ICU, on life support, and almost died. I took in her

children, and also dealt with her home that was in foreclosure at the time she was in the hospital. Her husband had abandoned them, and left her to deal with it. But it all fell on me. I was stressed out, mentally and physically drained. On top of that I was extremely busy dealing with two distressed children, going to the hospital and moving their belongings, plus dealing with my own responsibilities. Dealing with the bank seemed overwhelming when your daughter is dying, so I called OWB and told them all of these details asking them to work with me, as there were children involved now who had already been displaced once. They assured me they would take no further action until I decided which route to take, and they would work with me. For all I knew I may NEED the house for the kids and HOPEFULLY my daughter too.

When my daughter miraculously pulled through, and was finally released from the hospital with nowhere to live, I called the bank and explained that I changed my mind and wanted to keep the house and apply for another loan modification. They sent a new packet because they said there were new guidelines and the paperwork was different. My son moved out to make room for the girls. Now my daughter would be applying as a co buyer. She went through the process of getting child support set through legal aid, so she could show income and we were waiting on a disability determination for more income from her. We were in the process of filling out the paperwork when a sheriff dropped off eviction papers and it listed the sheriff sale date. Imagine my panic when I found out it was the following week...only a few days away. I believe it was set early in May of 2013. We scrambled, finished filling out the packet, and faxed it to OWB. I begged them to take it and work with us. I could not afford a lawyer so I immediately went to legal aid. They said they couldn't help with foreclosure cases, especially when the sale date was so close. I was defeated when OWB said they would not cancel the sale date because the packet we faxed had to be in **complete**, 15 days prior to the sale date for the modification to be done according to government policy. If they knew this, why let us go through the trouble of scrambling to fax the packet??? How convenient to blame the government for their shady, unethical, and heartless act!!!

IMAGINE MY DEVASTATION WHEN EVERYTHING I HAD WORKED FOR MY ENTIRE LIFE WAS GONE!!! I WAS A SINGLE, HARD WORKING WOMAN, RAISING TWO CHILDREN ON MY OWN (THEIR FATHER WAS DECEASED). I ALWAYS MANAGED TO KEEP A ROOF OVER THEIR HEADS...BUILDING EQUITY AS A HOMEOWNER FOR OVER 35YRS. I HAD NOTHING LEFT!!!

OWB bought the house back at Sheriff Sale and it is currently being rented. I believe they paid \$53,000.00 for a home valued at least \$105,000-\$110,000.00 on the market at the time. It was in mint condition, with many extras that I did myself...probably making it worth more, but the market was still down. Add whatever they made in the **loss share agreement** with the FDIC, I would say they got a **sweet deal on my home!** I had very little time to pack and move out. My daughter found a 2 bedroom apartment for her and the girls. I could not afford the price of rentals in our city. I would stay them until she was well enough to be on her own. After that I did not know where I would live. One day at a time I kept telling myself. I packed my belongings, and gave her all of my furnishings since I had no means to acquire another home and would not need them.

The real estate agent with Keller Williams who handled my cash for keys deal, treated me like I was a low life reject. The end result was after 35yrs of home ownership, I was homeless with less than \$2,000.00 in my pocket. I lost my \$20,000.00 deposit, on a house I paid \$82,000.00, less 4 ½ yrs. of payments. The loan balance listed on of the Sheriff Sale paperwork said \$102,000.00. I was not sure if the legal fees were included in that amount. I did ask, and again got the OWB run around! I had little or no equity since the legal fees added over the years would make my loan balance more than the house was actually worth.

I would have had a larger deposit, but instead of selling my first home of 26yrs, I gave my daughter and son in-law approximately \$45,000.00 of my equity when I sold the house to them. **Indy Mac foreclosed on their home too!!! SO I LOST THAT MONEY TOO!!!** I realize now it was not a smart move. But the housing market collapse had not occurred and the economy was not in shambles. When the adjustable mortgage rate went so high it almost doubled my original loan payment, I called the bank several times telling them it was not manageable for me. I fell behind very quickly and was never able to recover. I am not the only one who called my bank concerned about my mortgage being unmanageable. Many people expressed this concern. THAT would have been the time for banks to address this situation, to avoid the market crash! Then the economy literally destroyed my business...it just stopped.

I am a regular subscriber of indymacomplaints.com. After reading their emails for several years I decided I need to inquire with whoever will listen to me. They took my sole means of housing away. I am bouncing from one family member to another now, being a burden to them, sleeping on a sofa without a room of my own...essentially homeless. When my sheriff sale was set I checked the other sales at the time and Indy Mac or One West had at least a dozen **just in my area alone**. I can't imagine how many others in Slidell lost their homes to OWB, yet I can't find a single class action suit filed in Louisiana.

After researching about proper foreclosure procedures, I found out the actual investor who held the note had to be listed on the judgement for foreclosure. My house was scheduled for sheriff sale many times, but I was ONLY SERVED BANK PAPERS TWICE. The last time it was scheduled for sheriff sale I was not served new papers. I was not notified by certified mail from the law firm, so I had time take action. I wasn't even given the courtesy of a phone call telling me they changed their mind about letting us do a modification and they decided to proceed to sale. I had just spoken to a representative the prior week and she did not inform me there was a sale date. Deutsche National Bank was listed on the judgement when I was initially served. But the second judgement listed One West Bank. I have learned so much about the illegal actions of One West Bank, who is above the law from everything I have read. It is an atrocity! All the other shoddy banks have been sued and NOT this bank. I would like to know when my **independent foreclosure review** is going to happen. I was never notified about this process. I read about this joke of a review in one of my emails from indymaccomplains.com. This link is to a case that almost reflects mine to a tee... <http://www.msnbc.com/msnbc/foreclosure-nightmare-isnt-over-yet> I am not alone in my nightmare with OWB. The only difference in the Moody's sad story is their loan is one that OWB sold to Ocwen. My loan was foreclosed on just before OWB and Ocwen struck this deal. Had OWB not found my property desirable, I may just be in the same boat as the Moody's...dealing with Ocwen's unethical banking.

DEPRESSION CAN'T KEEP ME FROM TELLING MY STORY ANY LONGER... I am finally taking time to deal with this situation because it is so unjust, and these CRIMINALS SHOULD BE JAILED AND PAY RESTITUTION FOR ROBBING INNOCENT PEOPLE OF THEIR LIFELONG SAVINGS. I would have addressed this earlier, but I have been dealing with the loss of my daughter and granddaughters. She passed away a year after her hospital stay on November 5, 2013 of sudden cardiac arrest. She was 31 yrs old. Losing a child is NOT a loss a person ever recovers from. I have been in deep depression first from dealing with my daughters hospital stay, losing my home, and then my daughter's passing. The girl's father who abandoned them came and took them because I could not provide a proper home for them, since we were staying with my brother at the time. It has been a year since I have seen them. Add losing my father in August, 2014 and my 15yr old pet Yorkie Angel this January, who was my only companion in life. This may all seem trivial to OWB, but it has devastated me and I'm on the verge of a break down. I have nothing left. I am currently residing in my brothers home while he is working out of town. He returns in a month...and there isn't room for 5 of us in a 3BR home. IF OWB would not have foreclosed on my house, my daughter, her girls, and I would still be living there, where there was room for all of us, and she would not have been dealing with the stress of renting an overpriced apartment, in a poor section of town, worried about the welfare of her children and how to make it financially.

This was a despicable and horrible act of ONE WEST BANK throwing out a sick woman in recovery from a 3mo stay in ICU on life support, her two young girls who already lost one home, and a 50 yr. old single woman with no other means to purchase another home since they had milked every cent of my equity in my home AND RUINED MY CREDIT. OWB knew all of this when they set the sale date. I never ignored their daily calls. I was just too busy answer the phone every day. I answered a couple times a week though. If the signal dropped as it usually did, they never called back. If I called back I got another person. I have to wonder how many of those thousands of people in Slidell, LA whose houses were in foreclosure and sold at sheriff sale went through the same situation as I did. I found out that **OWB does not do loan mods**. They just string the homeowners along with the lost paperwork story and missing document excuses. No one in Louisiana is speaking out. California has California Reinvestment Coalition speaking out against CIT proposed acquisition of IMB Holdco LLC. There are class action law suits in many places, like Las Vegas, Florida, and Indiana against OWB. I contacted the lawyer in Las Vegas, Brook Bohlke and she said I had to be a part of one in my own state. There has to be a way for anyone harmed by this bank to get restitution on a national level, not just a state level. When one of my sheriff sales was set, and I could not get them to drop it, I wrote my congressmen, David Vitter and Steve Scalise. Steve sent a letter to the OTS...I got results. THANK YOU STEVE!!! I did not have time when the final sale was set to contact any congressmen for help.

When loan modifications first started in 2007, after Indy Mac was taken over by the feds, only Fannie May or Freddie Mac loans could be modified. Mine wasn't government backed. I had a private investor and they had to approve it. They would not approve it. Then as time passed that stipulation was removed and we started the process of applying and to no avail...OWB never planned to do a modification. They knew if they waited long enough, I would be underwater, and lose all the equity in my home because of inflated legal fees. That is exactly what happened. And it made it impossible to deal with them because you never got the same representative. Each person gave different information. I could never figure out which one to believe. If a bank is complying with their court ordered Consent Order, one representative is assigned to a person who faces foreclosure. This eliminates confusion. In actuality, they never planned to do a loan mod, so it didn't matter what any representative said. I have read this information in numerous publications where other people went through many of the same scenarios I did. OWB is no better than a common

criminal. This link is to the consent order from the OTS. They violated numerous court ordered demands in my case.

<http://www.occ.gov/static/ots/misc-docs/consent-orders-97665.pdf>

I can't be the only one in Louisiana with a grievance against OWB. I can't afford a lawyer and as I said in this letter, legal aid does not handle foreclosure cases. There has to be some sort of reprimand and compensation for my loss other than cash for keys check that didn't even cover the cost of helping my daughter and her children get a 2BR apartment. It's no surprise that she passed away from sudden cardiac arrest since she was under such stress. We could have afforded a house note with the interest rates being so low, and lived comfortably in my house. And her children would not have been uprooted again, and again when their mother passed.

First the economy and housing market crash ruined me. My business as a specialty painter literally came to a halt in 2008. I have several serious declining physical conditions that now prevent me from doing that type of work. OWB robbed me of my home and my life. On top of that, I have severe depression because of all that I have had to deal with. I need professional help for my physical conditions and emotional suffering. I am currently working with Louisiana Department of Health and Hospitals to find some help. For several years I've had to deal with my daughter, her children, and many other issues that have taken a toll on me. Obama Care has a serious loop hole for many of us. So I am reaching out to government agencies for help. **I want ONE WEST BANK to know how they criminally stripped me of my home and life.** I feel like they took part in my daughter's passing...I can only wonder if my daughter would still be alive today had we obtained that loan modification. Life would be so different, all of us still living comfortably together in my 3BR home...stress free and happy. Please help to fight this injustice???

Sincerely, Denise...Desperate for Justice!!!

Contact: denise.artz@gmail.com

Foreclosed House Address: 2523 Crane St., Slidell, LA 70460 Ac#1004549539

From: NEONSUNSET@aol.com
To: [Hurwitz, Ivan](mailto:Hurwitz_Ivan); adamj.cohen@frb.gov; [NY Banksup Applications Comments](mailto:NY_Banksup_Applications_Comments); WE.Licensing@occ.treas.gov; David.Finnegan@occ.treas.gov; [Bae, Philip](mailto:Bae_Philip); [Steffey, Brian](mailto:Steffey_Brian)
Cc: neonsunset@aol.com
Subject: STOP PROPOSED SALE OF ONE WEST BANK TO CIT GROUP...VIOLATIONS TODAY
Date: Monday, April 27, 2015 11:35:54 AM
Attachments: [HelenKelly'sResponsetoSalleyletter4-19-15.doc](#)

[1] STOP THE REVIEW PROCESSING OF ONE WEST BANK SALE PER QUI TAM.
[2] REVOKE THE BANKING CHARTER OF ONE WEST BANK.
[3] ESTABLISH WATERGATE-TYPE COMMISSION TO DELVE INTO THE MASSIVE COVERUP OF CIVIL AND CRIMINAL VIOLATIONS by One West Bank, CIT, and Government.

April 26, 2015 *Via email and Mailed via USPS, Certified Mail Return Receipt*

Federal Reserve Bank of New York, 33
Liberty Street,
New York, New York 10045
Attention: Ivan J. Hurwitz
Vice President, Bank Applications

ivan.hurwitz@ny.frb.org adamj.cohen@frb.gov comments.applications@ny.frb.org
brian.steffey@ny.frb.org
Philip.Bae@ny.frb.org

Office of the Comptroller of the Currency
Midsize Bank Supervision,
Attention: Bob Phelps
1 South Wacker Drive, Suite 2000
Chicago, IL 60606
WE.Licensing@occ.treas.gov
Senior Licensing Analyst David Finnegan David.Finnegan@occ.treas.gov

**Re: CIT Group Inc. Proposed Acquisition of IMB Holdco LLC –
Response to Request for Additional Information—LETTER #2
MULTIPLE CIVIL/CRIMINAL VIOLATIONS “THIS PAST WEEK”.**

Ladies and Gentlemen:

I have read the letter dated April 14, 2015 by Stephen M. Salley of the law firm Sullivan Cromwell LLP on behalf of their clients, CIT Group Inc. and Carbon Merger Sub LLC (together, the “Applicants”), as a response, prepared by the Applicants, to the email, dated March 17, 2015, from the Board of Governors of the Federal Reserve System (the “Board”) requesting additional information with respect to the Applicants’ application, dated August 20, 2014, to the Board in connection with the Applicants’ proposed acquisition of IMB Holdco LLC and certain related transactions (the “Application”).

I submitted my extensive responsive letter on April 15, 2015, inviting all addressed parties

above to contact the 450 victims that I know of about the ongoing crimes of One West Bank. **On this date of April 26, 2015, I and these fellow robbery victims have NOT been contacted by you for the extensive concrete evidence of civil and criminal violations by One West Bank. Some of our One West Bank victims' group include even former managers of IndyMac and even a Vice President of Union Bank!!**

This is my SECOND formal letter (plus multiple emails) to you steadfastly objecting to the Proposed Sale. I write this as a former State Attorney General's criminal/civil prosecutor, legal consultant to the State Legislature, Chief Counsel to the State's Consumer Services Protection Division, former FTC Expert Witness, and former Chief Counsel to the State's Banking Commissioner. I was the Chief Counsel for now called Target [was called Dayton Hudson Corp.] on consumer credit and lending laws. I have written testimony for the U.S. Senate's Banking Committee, and written numerous articles on debt collection and credit regulations, as well as lectured at Continuing Legal Education Seminars on the related subjects. Members of the U.S. Bankruptcy Courts, as well as sitting judges on the Federal Bench, are personal friends of mine and I was proudly their references for several of their Federal appointments. For example, U.S. Bankruptcy Judge Margaret Mahoney will give you a glowing report on my honesty and integrity. Retired U.S. Chief Judge for the Minnesota Federal District (and his wife Marilyn is a judge and she was my former law partner) James Rosenbaum will confirm that I was his personal reference for the U.S. Senator's [my friend too] nomination of Jim. U.S. Supreme Court Chief Justice Warren Burger was a personal friend. I have had dinners with U.S. Supreme Justice Sandra Day O'Connor and Chief Justice William Rehnquist. I gave the current Chief Judge of the Minnesota Federal Bench, Michael J. Davis, (the first black to hold that position), his first murder case to defend because the law school where I taught fulltime could not give me the time to defend the two black teen boys who were the alleged murderers of a Montgomery Wards sales clerk. [Mike's mother-in-law, Rosalie Wahl, became first woman Justice on the Minnesota Supreme Court; we were dear friends working for Justice and law enforcement on behalf of all economic levels and all races]. A highly respected Federal Judge Ann Montgomery [former Asst. U.S. District Attorney in Minnesota] knows that I serve Justice, no matter what the politics and political contributions are, and she stood right next to me, doing the same, as well as in a joint volunteer capacity building a highly reviewed restaurant for job training of hard core, chemically dependent felons. Our Freedom House program became Mimi Silbert's template for San Francisco's Delancy Street on the water front, next to the AT & T Stadium for the Giants baseball team [the former Giants General Partner, Bill Neukom who was former General Counsel for Microsoft and former ABA President is a personal friend and formerly my personal lawyer]. Currently, I have a Lifetime elected appointment as a Fellow of the American Bar Foundation...elected due to the vast respect nationally for my extensive leadership and charitable volunteerism---for example, I am one of 4 attorneys who created the first CLE program in the world, and now this concept is omnipresent in a multitude of professions. **We victims of One West Bank are not troublemakers or deadbeats as portrayed by One West Bank's management team and CIT Group's attorney Mr. Salley.**

As you can see, no one is protected from the One West Bank racketeering. **YOU TOO CAN BE A VICTIM OF ONE WEST BANK**, and no one in law enforcement is listening when you report the crimes.

RIGHT THIS MOMENT....THERE IS "CURRENT" EVIDENCE OF CONTINUING FRAUD, AND NONCOMPLIANCE WITH BANKING LAWS AND CONSUMER

FINANCIAL LAWS BY ONE WEST BANK.... This Continuing Open Defiance against the Laws of the USA is being displayed on a daily basis by One West Bank. TODAY, as a matter of fact!

In the April 14, 2015 letter on behalf of CIT Group and One West Bank, attorney Stephen Salley communicated a long list of lies that came from CIT Group, via One West Bank. **Mr. Salley proudly presented the “untrue” scenario** that One West Bank is complying with the laws, after more than 6 years of purposeful failures in order to further the theft scheme of tricking homeowners to lose their homes. [At what point is the lawyer who is carrying the “bushel of lies” personally and professionally accountable?]

Salley goes on to state “CIT believes that One West has structured its mortgage servicing operations to comply with the Consent Orders and with applicable laws and regulations, and subject to a small number of human errors, conducts its business in accordance with its policies and procedures...” HUGE LIES....

HERE IS “fresh “ [laid yesterday] CONCRETE PROOF OF THOSE LIES, below. WHY AREN’T YOU ASKING THE VICTIMS FOR THE PROOF OF SUCH CURRENT ILLEGAL ACTS BY ONE WEST BANK? NOTHING HAS CHANGED OVER THE YEARS....SAME OLD..SAME OLD CRIMES PLUS MORE!!! AND NO ONE IN GOVERNMENT IS ASKING FOR “THE TRUTH OF ONE WEST BANK’S CRIMES...from the Victims of the Crimes?”

Right this moment, One West Bank and Indymac are perpetrating major frauds and illegal acts in the mortgage industry. Here are some first hand examples of undoubtedly staggering numbers of such illegal practices across the country, right today.

[1] Yesterday I received TWO different monthly mortgage statements...one with a payment date due of April 1, 2015. The other with payment due date of May 1, 2015. I only have one mortgage, and today is April 26, 2015.

[a] Both have **HUGE “Total Fees and Charges”** of over \$2226 that have never been properly identified, despite my requests for the bank to enumerate specifically their sources.

[b] The statement dated April 1, 2015, states I owe TWO payments, one of which is allegedly late....\$1826.00 PLUS \$1826.00 **I am NOT late on any payments.** I am current on the identified monthly mortgage payments. [This billing is probably based on the erroneous February billing, as I described in the February 26, 2015 report that I gave orally to the panelists at the Federal Reserve hearing ----WHEREIN CIT Group CEO Thain himself refused to offer to help me fix the One West Bank’s huge error (it would have been so easy.... by taking me over to the One West Bank CEO and executive team who heard me testify as to the major “error (?)” and never offered to fix it when they saw me in the coffee reception area.)] **NEITHER CEO offered to help me.** [But wasn’t their testimony that violations of laws are a thing of the past and that their firm commitment is to do what is right, obeying the laws? The proof is in this pudding of ongoing violations, as of yesterday.]

[c] In its mortgage statement for April 1, 2015, IndyMac states that Late Charges will be applied...”If Payment is not received by 05/16/15, a \$81.84 late fee will be charged.” Later in that statement [that arrived on April 26, 2015], the statement indicates that

Date	Transaction	Fees/Misc.
------	-------------	------------

IN FACT, I have a Delivery Confirmation that the payment was mailed on April 14, 2015.

CONTRAST THAT TO THIS:

[d] The May 1, 2015 monthly mortgage statement CONTRADICTS THE ABOVE April Statement, and acknowledges my April payment as being timely as there is NO Fees/Misc. entry and the day that One West Bank decided to apply my April payment was April 17, 2015. **Opposite conclusions on the SAME DAY!**

So, multiply these illegal entries by MILLIONS OF VICTIMS and you have a MASSIVE RACKETEERING/ SWINDLE operating month by month with NO ONE WITH ENFORCEMENT RESPONSIBILITIES STOPPING THE CRIME SPREE, YEAR AFTER YEAR. The swindle is easily in the magnitude of HUNDREDS OF MILLIONS OF DOLLARS thus far...**a felony prosecution is screaming for attention here!** Is anybody in the office? Who are the taxpayers paying to be law enforcement officials? Should we be demanding refunds of all such paychecks, on the basis of “nonperformance?” That is my job review of the governmental nonperformance that I have seen thus far, up close and personal....clear your consciences and refund your paychecks to the People. You have not earned your pay.

I have made 40 consecutive payments, and I am being subjected to such major fraud that continues today, despite the conflicting rendition by attorney Mr. Salley in his April 14, 2015 letter to you.

As I stated before, when you do not prosecute crimes, you encourage criminals to do more crimes...that is what you have created.... the Ebola Virus of One West Bank.
--

[2] RIGHT THIS MOMENT, One West Bank continues to use FORGED DOCUMENTS such as in the current swindling of a homeowner in a hastened foreclosure sale with confirmed “forged” documents and “doctored signatures” of “unrelated impersonators” to steal a homeowner’s home. The Declaration is signed by **One West Bank Danny Garcia who is Assistant Secretary, in the executive ranks of One West Bank.** THIS IS A ONE WEST BANK OFFICER, RIGHT THIS WEEK, SWINDLING A HOMEOWNER!!! **Current criminal act. Confirmed One West Bank banker.** Hello, is there a Prosecutor in the House? These false documents are not focused upon for the standard fraud of being robo-signed...INSTEAD they are newly created with physical appearances pretending to be old documents. The numbers on them and other details do NOT apply to the foreclosed home---totally unrelated to the home! Additionally One West Bank and its law firm have presented multiple false documents to the U.S. Bankruptcy Court in a SHELL GAME of the gravest magnitude in defrauding the U.S. Bankruptcy Court!!!!

[a] **This FRAUD ON THE U.S. BANKRUPTCY COURT must be investigated for violations of FALSE CLAIMS ACT, and other swindles, including massive forgeries. [there are reported cases on this swindle AND One West Bank has still not stopped the swindle].**

[b] The lawyers representing One West Bank and its associates who designed this

theft/fraud scheme must be disbarred.

IMMEDIATELY STOP THE PROPOSED SALE OF ONE WEST BANK TO CIT GROUP AND GENUINELY INVESTIGATE THE NEVER ENDING FRAUD, AND THE CIVIL AND CRIMINAL VIOLATIONS BY ONE WEST BANK.

Undoubtedly, this is just THE TIP OF THE ICEBERG.

Honor the *qui tam* filed by James Beekman of Florida and INVESTIGATE THE REFUSALS TO STOP YOUR HEARING AND SALE PROCESSING, IN THE CONTEXT THAT **YOU ARE NOW PLAINTIFFS IN A MULTI-BILLION DOLLAR LAWSUIT BROUGHT BY THE FEDERAL GOVERNMENT AGAINST ONE WEST BANK.** Broward County: Beekman vs. One West Bank Case No.: 9:12-CV-81138-RSR]

What is so astonishing to us top 30 most active, daily communicators and researchers in our group, is that universally, One West Bank never offered any of us even \$1 dollar [for damages we suffered] in the trumped up, ornately adorned “empty air,” Independent Foreclosure Review program.....a program that was *a fraud upon a fraud* when One West Bank was finished with it. The ultimate insult from One West Bank: we each lost hundreds of thousands of dollars in damages, if not millions for some of us, at the hands of the One West Bank executives and then One West Bank responded that we were “entitled to ZERO.” The One West Bank position was that none of us had suffered any damages because there were no violations and no crimes. How could that be fairly determined when the IFRG and One West Bank totally blocked our efforts to present our proof ?! And you folks in enforcement and licensing let the crooks get away with that patently false characterization! I saw that absurdity even in the April 14th Salley summary of the false statements of great work by One West Bank in the IFRG program.

Without a genuinely independent investigation right now, without the immediate cessation of the sale processing per the Beekman *qui tam* until a full investigation has been completed, I and the U.S. Attorney General Lynch, Manhattan Assistant U.S. Attorney General Preet Bharara, the U.S. Congressional Oversight Committee, and the U.S. Judiciary Committee have to ask the hard question “**who are the participants furthering this crime scheme and insulating the illegal actions of One West Bank and CIT Group?**”

THIS IS A BLATANT CRIME SPREE..... THIS IS NOT UNLIKE AN ARMED ROBBERY OF A JEWELRY STORE WHEREIN THE WITNESSING POLICE DO NOTHING...ALL IN BROAD DAYLIGHT WITH SECURITY CAMERAS DOCUMENTING EVERYTHING. And the armed robbers are permitted to rob another store, and another store.... We taxpayers are paying people in regulating/prosecuting jobs to stop the crimes, and instead they "intentionally" just look the other way while collecting their paychecks for law enforcement/regulatory services NOT performed.

Sincerely,

Helen Kelly
PO Box 237
Pleasanton, California 94566
Email neonsunset@aol.com

Cc: U.S. Attorney General Loretta Lynch
U.S. Congressional Oversight Committee
U.S. Senate Judiciary Committee
U.S. Manhattan District Attorney Preet Bharara
U.S. Bankruptcy Court Trustee
U.S. Senator Elizabeth Warren
U.S. Senator Tom Merkley
U.S. Senator Al Franken
U.S. Senator Amy Klobuchar

Cc: Attorney for CIT Group, Mr. Salley

Enclosures: April 15, 2015 letter of H. Kelly responding to Mr. Salley and the Federal Reserve and the OCC; multiple emails on April 20-22, 2015 to Federal Reserve, et al.; and Federal Reserve/OCC letter with current news of One West Bank violations.

From: NEONSUNSET@aol.com
To: ivan.hurwitz@ny.frb.org, adamj.cohen@frb.gov, comments.applications@ny.frb.org, WE.Licensing@occ.treas.gov, David.Finnegan@occ.treas.gov
CC: neonsunset@aol.com
Sent: 4/21/2015 12:11:45 A.M. Pacific Daylight Time
Subj: PROPOSED SALE OF ONE WEST BANK TO CIT GROUP...Response with facts. H. Kelly

Mr. Hurwitz email deliveries on April 20, 2015
Mr. Cohen
Mr. Finnegan [please forward copy to Mr. Bob Phelps in Chicago]

Good evening Gentlemen:

Please find attached my response to Mr. Salley's responses to your inquiries about aspects of the proposed One West Bank sale to CIT Group.

I am wondering why you are still processing/reviewing this proposed sale given the removal of the confidentiality to a significant *qui tam* on February 20, 2015 [that converts your posture to one of now suing One West Bank for Billions of dollars, on behalf of the Federal Government]?

Sincerely,
Helen Kelly
Pleasanton, California

ATTACHMENT.