

OMB Control No. 1557-0232
Expiration Date: 10/31/2018

CUSTOMER COMPLAINT FORM

Transaction ID: 460C7E32018

Please fill in this form completely. Once we receive your form, you will receive a confirmation e-mail. You will receive a separate e-mail containing your assigned case number within 48 hours. Please keep your case number for future contact with our office. **You will have the option to PRINT the form after submission.**

Have you tried to resolve your complaint with your financial institution?

Yes

The OCC recommends that you attempt to resolve your complaint with your financial institution first. Please contact your financial institution to allow them the opportunity to resolve your issue(s). If you have already contacted your financial institution, please select YES to proceed.

Helpful Hints:

- **Check to make sure that your financial institution is a national bank or federal savings association (thrift). Search Financial Institutions (a new browser window will open)**
If you don't know the name of your financial institution, check your bank or credit card statement. The institution's name will be indicated on the statement.
- **If your complaint involves more than one financial institution, you will need to submit a separate complaint form for each institution involved. You will receive separate case numbers for each institution. Do NOT send additional information unless requested.**
- **Complaints should NOT be emailed, faxed, or mailed in addition to the online submission. Only ONE form should be submitted unless your complaint involves more than one financial institution. The online form is subject to user time limitations for security purposes. If your session exceeds the limitations, any information you have entered will be lost. To avoid this, gather all necessary information prior to entering the form.**

Please Note:

- **We cannot act as a court of law or as a lawyer on your behalf**
- **We cannot give you legal advice**
- **We cannot become involved in complaints that are in litigation or have been litigated**

YOUR INFORMATION

The Account Owner/Holder should complete this section.

First Name:

William

Last Name:

Bookout

Middle Name:

Street Address:
470 Price Street

City:
Pismo Beach

State:
CA

Zip:
93449

Phone:
8057732089

E-mail:
pismobeachdiveshop@charter.net

What is the best way to contact you?

E-mail

When is the best time to contact you?

Morning

REPRESENTATIVE CONTACT INFORMATION

If you want us to communicate with your attorney or other legal representative directly, please provide the information below. **Your submission of this portion of the form authorizes our office to release information to your attorney or other legal representative if requested.**

Relationship:

Attorney Representative Not Applicable (Skip Section)

Please indicate the type of authorization you have granted to your Attorney or Representative :

Power of Attorney Letters Testamentary Court Appointed Executor or Administrator
Other

Name of Representative:

First Name:

Middle Name:

Last Name:

Street Address:

City:

State:

Zip:

Phone:

E-mail:

What is the best way to contact your representative?

When is the best time to contact your representative?

FINANCIAL INSTITUTION OR COMPANY INFORMATION THAT IS SUBJECT OF THE COMPLAINT

Helpful Hint: If you don't know the name of your financial institution, check your bank or credit card statement. The institution's name will be indicated on the statement.

Name of Financial Institution or Company:

MUFG Union Bank, N.A.

Street:

P. O. Box 953

City:

New York

State:
NY
 Phone:
6464522027

Zip:
10108

Type of Account(s): (If you are unsure of the type of account(s), please contact your financial institution for assistance.)

Deposit Account (Checking, Savings) ___ Credit Card ___
 Loan Product
 (Consumer, Mortgage, Home Equity) Asset Management (Trust Accounts) ___
 Consumer Leasing ___ Non-Deposit Account (Investments) ___
 Insurance ___ Other ___

Have you tried to resolve your complaint with your financial institution or

YES

If Yes, when?

5/31/2018

How?

Other

Has the financial institution responded to your complaint?

NO

If Yes, when?

How?

Contact Name:

Doug Lutz

Title:

Vice President

COMPLAINT INFORMATION

Describe events in the order they occurred, including any names, phone numbers, and a full description of the problem with the amount(s) and date(s) of any transaction(s). Be as brief and complete as possible to make the explanation clear. **Do not include personal or confidential information such as your social security, credit card, or bank accounts numbers.**

Below are some of the questions asked of Union Bank with the SBA on May 21, 2018 providing a SBA Form 1502 Loan Transaction History showing Union Banks Grand Theft, SBA, IRS, BK, OCC Fraud. I am asking the OCC to obtain a Truthful Union Bank Loan Transaction History for SBA Loan #100983501. 1) Robert B. Forouzandeh-California State Bar # 247177 and Diana Jessup Lee California State Bar # 155191: With the Union Bank February 1, 2018 Payment Notice on Loan # 100983501 prepared by Robert B. Forouzandeh. Which of the two attached Union Bank Loan Transaction History's is accurate with the Oceano Nursery SBA Loan # 664-196-4009 accounting provided to the SBA. 1) the 2012 SBA FORM 1502 or 2) the Union Bank June 25, 2013 Loan Transaction History? Understand the SBA is attached! 2) Robert B. Forouzandeh: Attached is your Union Bank November 2, 2017 and Union Banks Office of the Presidents Kay Sakaue's February 1, 2017 letters showing Union Banks two sets of SBA Loan Books against the May 21, 2018 Union Bank 2012 SBA FORM 1502 Loan Transaction History just provided by the United States Small Business Administration. Why has the Law firm of Reicker, Pfau, Pyle & McRoy, LLP Attorneys Falsified Union Banks SBA Loan accounting against the May 21, 2018 Union Bank SBA FORM 1502 ---2012 Loan Transaction History just provided by the United States Small Business Administration? 3) Robert B. Forouzandeh: In your October 17, 18, 19, 2017 and May 15, 2017 Emails Subject lines "Bookout SBA Loan #100983501" Why does Union Bank call this

Loan #100983501 a SBA Loan with the 2012 SBA FORM 1502 Loan Transaction History, October 26, 2011 SBA Memorandum and October 27, 2011 SBA FORM 327 attached written by SBA Attorney Joel K. Meese to Dana Relya Assistant Center Director? 4) Robert B. Forouzandeh: In your February 12, 2015 email Stating: "During this call you threatened to continue sending emails to all of the attorneys in this firm. Your actions constitute multiple violations of the Modified Civil Harassment Restraining Order entered against you on February 5, 2013 by the Santa Barbara Superior Court (the "Restraining Order") which states that you "must direct any communications pertaining to [your] SBA Loan solely to Diana Jessup Lee or Robert Forouzandeh..." (emphasis in original) " Why does Union Bank call this Loan #100983501 a SBA Loan? 5) Robert B. Forouzandeh: In your January 6, 2015 Email Stating: "I remind you that the Modified Civil Harassment Restraining Order entered against you on February 5, 2013 by the Santa Barbara Superior Court (the "Restraining Order") states that you "must direct any communications pertaining to [your] SBA Loan solely to Diana Jessup Lee or Robert Forouzandeh..." (emphasis in original)) This shall serve as formal demand that you direct questions regarding your SBA Loan to Diana Jessup Lee and/or myself and to no other individual in this office. " Why does Union Bank call this Loan #100983501 a SBA Loan? 6) Robert B. Forouzandeh: In your January 5, 2015 Email Stating: "You allege that during today's call, "you have admitted that you and Diana Jessup Lee created the May 6, 2011 Amortization Schedules and not Union Bank/Santa Barbara Bank & Trust employees" This statement is incorrect. I stated that my office "in conjunction with Union Bank" created the amortization schedules." Robert B. Forouzandeh did you and Diana Jessup Lee communicate with the SBA attached, per the amortization schedules you prepared against the May 21, 2018 Loan Transaction History just provided by the United States Small Business Administration? "As to question #31, your SBA Loan will be re-amortized in 2015 per the terms of the loan. The re-amortization will be reflected on your January loan statement." Robert B. Forouzandeh Can you have Union Bank explain its SBA Terms with the May 21, 2018 Loan Transaction History just provided by the United States Small Business Administration? 7) Robert B. Forouzandeh: In your

Please be advised that the issues described in this complaint will be shared with the financial institution or company in question.

PRIVACY ACT STATEMENT

The solicitation and collection of this information is authorized by 12 U.S.C. 1. The information is solicited to provide the Office of the Comptroller of the Currency (OCC) with data that is necessary and useful in reviewing requests received from individuals for assistance in their interactions with national banks or federal savings associations (thrifts). The provision of requested information is voluntary. However, without such information, the ability to complete a review or to provide requested assistance may be hindered. It is intended that the information obtained through this solicitation will be used within the OCC and provided to the national bank or federal savings association (thrift) that is the subject of the complaint or inquiry. Additional disclosures of such information may be made to: (1) other third parties when required or authorized by statute or when necessary in order to obtain additional information relating to the complaint or inquiry; (2) other governmental, self-regulatory, or professional organizations having: (a) jurisdiction over the subject matter of the complaint or inquiry; (b) jurisdiction over the entity that is the subject of the complaint or inquiry; or (c) whenever such information is relevant to a known or suspected violation of law or licensing standard for which another organization has jurisdiction; (3) the Department of Justice, a court, an adjudicative body, a party in litigation, or a witness when relevant and necessary to a legal or administrative proceeding; (4) a Congressional office when the information is relevant to an inquiry initiated on behalf of its provider; (5) Other governmental or tribal organizations with which an individual has communicated regarding a complaint or inquiry about an OCC-regulated entity; (6) OCC contractors or agents when access to such information is necessary; and (7) other third parties when required or authorized by statute.

Date: 5/31/2018 8:58:15 PM

I certify that the information provided on this form is true and correct to the best of my knowledge.

I Certify I Do Not Certify

If a valid OMB Control Number does not appear on this form, you are not required to complete this form.



Office of the Comptroller of the Currency

March 28, 2018

William Arthur Bookout
470 Price Street
Pismo Beach CA 93449

Re: Case # 03158203

MUFG UNION BANK, NATIONAL ASSOCIATION

Dear Mr. Bookout:

The Office of the Comptroller of the Currency (OCC) is responding to your letter regarding the above-referenced financial institution. The focus of the OCC's review of consumer complaints against national banks and federal savings associations is to determine whether the financial institutions' actions are consistent with applicable banking statutes, regulations, or policies.

Your issues with the bank are factual and we can provide no additional assistance. The bank has responded to your foreclosure issues. Please be aware that this office does not have judicial power over these matters. Although this agency can facilitate communication between banks and consumers, the OCC does not have the authority over factual or contractual matters and we cannot require a bank to take certain actions. The bank has investigated and responded to your complaint several times and their position remains unchanged. If you wish to pursue this further, the OCC can only suggest you consult legal counsel regarding your options.

This concludes our investigation of your complaint, and this letter represents our final response. Your case has been through each appeal level and is now closed. As such, we will no longer respond to future communication regarding this complaint.

Sincerely,

Office of the Ombudsman

The Customer Assistance Group's consumer complaint process is a service that is provided to customers of national banks and federal savings associations (thrifts). Information provided within this letter is specifically related to an individual consumer complaint and should not be construed as either a legal opinion of the OCC or a supervisory action. If you are not satisfied with the resolution of your complaint, you may wish to consult legal counsel so as to preserve your rights.

Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050
Phone: (800) 613-6743, FAX: (713) 336-4301
Internet Address: www.helpwithmybank.gov

From: Salamone, Frank [mailto:Frank.Salamone@occ.treas.gov]
Sent: Wednesday, March 28, 2018 7:43 AM
To: Bill Bookout
Subject: RE: [EXTERNAL]RE: Unon Banks IRS Fraud and Grand Theft per Union Banks May 15, 2017 Loan Transaction History against the 2012 IRS 1099-A Accounting Loan # 100983501 filed with the IRS by Union Bank as paid in Full.

Thank you for your message. I am out of the office on extended leave. For urgent matters, please contact the main Enforcement & Compliance line at 202-649-6200.

From: Bill Bookout [mailto:pismobeachdiveshop@charter.net]
Sent: Tuesday, March 27, 2018 5:41 PM
To: Salamone, Frank <Frank.Salamone@occ.treas.gov>; Dailey, Grace <Grace.Dailey@occ.treas.gov>; karen.salamone@occ.treas.gov; Bland, Toney <Toney.Bland@occ.treas.gov>; Morgan, Morris <Morris.Morgan@occ.treas.gov>; England, Jacqueline <Jacqueline.England@occ.treas.gov>
Cc: dbark@firstam.com; dawn.golik@sba.gov; 'Bill Bookout' <Pismobeachdiveshop@charter.net>; kirot@firstam.com; ddow@co.slo.ca.us; jmiller@pismobeach.org; edobroth@co.slo.ca.us; swolcott@co.slo.ca.us; singleton@pismobeach.org; sandiego@sba.gov; fresno@sba.gov; ombudsman@sba.gov; ombudsman@fdic.gov; loanresolution@sba.gov; ogis@nara.gov
Subject: [EXTERNAL]RE: Unon Banks IRS Fraud and Grand Theft per Union Banks May 15, 2017 Loan Transaction History against the 2012 IRS 1099-A Accounting Loan # 100983501 filed with the IRS by Union Bank as paid in Full.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

March 27, 2018

Office of the Comptroller of the Currency Administrator of National Banks-Complaint response letter dated March 23, 2018 Case #03158203

ATT: Frank Salamone—News and Commentary website
www.officeofthecomptrollerofthecurrency.com

ATT: Karen Salamone—Grace Dailey—Toney Bland—Morris Morgan
400 7th st SW Suite 9E-11
Washington DC 20219
1-202-649-6200
Fax # 1-713-336-4301

RE: OCC response letter dated March 23, 2018 Case #03158203 MUFGE Union Bank, National Association

Union Banks Attorney Robert B. Forouzandeh in his November 2, 2017 CFPB Response letter, Case # 170906-2409066; 171024-2591529 has admitted to changing the Office of the Comptroller of the Currency Administrator of National Banks June 30th 2011 accounting, Case # 01394465 and July 16th 2008 accounting Case # 770567 in his November 2, 2017 letter from his two falsified May 5th 2011 amortization schedules, created by his law firm against what was reported to the OCC as seen in the June 30th 2011 OCC accounting, Case # 01394465. This was not previously reported to the OCC and William A. Bookout! Why would the Office of the

Comptroller of the Currency Administrator of National Banks Allow Union Bank and its Attorneys to change its OCC June 30th 2011 accounting, Case # 01394465 and July 16th 2008 letter accounting to the OCC as stated by Union Banks Attorney Robert B. Forouzandeh in his November 2, 2017 letter **“I stated that Union Bank had previously provided you with an amortization schedule for your loan that was generated after Union Bank rescinded your Forbearance Agreement?”** Union Bank has not amended these fraudulent changes with the OCC, IRS or the SBA and this will now have to become a National News story.

- 1) Office of the Comptroller of the Currency Administrator of National Banks: **Why has the OCC allowed Union Bank to charge \$57,676.17 in Attorney fees for its attorneys communication with the OCC on case ## 01394465, per the Union Banks Office of the Presidents October 24, 2016 OCC Case # 03097098 Letter?** The Bankruptcy Court never approved this claimed \$57,676.17 Pre-Petition Attorney fees claimed by Union Banks Office of the President. I am asking for an itemized accounting of Union Banks \$57,676.17 in Attorney Fees per filing OCC Case # 01394465 and July 16th 2008 accounting Case # 770567 that Union Bank has changed per its May 15th 2017 Loan Transaction History again provided to the OCC! In the October 2017 SBA FOIA documents; Union Bank does not show this \$57,676.17 of SBA Loaned money taken to pay its Attorney Fees per the OCC June 30th 2011 accounting, Case # 01394465
- 2) Office of the Comptroller of the Currency Administrator of National Banks: Attached is Union Banks May 15th 2017 Loan Transaction History showing Union Bank changing the OCC June 30th 2011 accounting, Case # 01394465 against Union Bank August 29th 2011 SBA Form 1149 Loan Transaction History, that it had reported to the IRS! **Why has the OCC allowed Union Bank to change this accounting initially reported to the OCC?**
- 3) Office of the Comptroller of the Currency Administrator of National Banks: With Union Banks November 2, 2017 CFPB Response statement: **““I stated that Union Bank had previously provided you with an amortization schedule for your loan that was generated after Union Bank rescinded your Forbearance Agreement?”** Why has the OCC allowed Union Bank to change its June 30th 2011 accounting, Case # 01394465 and July 16th 2008 accounting, Case # 770567 letters from the OCC with two May 5th 2011 amortization schedule accounting created by Union Banks Attorneys per Union Banks November 2, 2017 CFPB response letter 170906-2409066; 171024-2591529 and Union Banks Office of the Presidents October 24, 2016 OCC Case # 03097098 Letter? **I am asking for a Union Bank itemized accounting from the OCC and not what Union Banks Office of the President writes, per its October 24th 2016 letter!**
- 4) Office of the Comptroller of the Currency Administrator of National Banks: Attached is Union Banks August 29th 2011 SBA Form 1149 Loan Transaction History that Union Bank claims in its October 24th 2016 Office of the Presidents letter to changing against what was reported to the OCC Case # 01394465, IRS and William A. Bookout. **How is this legal with the OCC?**

- 5) Office of the Comptroller of the Currency Administrator of National Banks: Attached is the Union Bank only 2012 IRS 1099-A never filed with the IRS showing Loan # 100983501 as paid in full as backed up in the July 20th 2016 IRS accounting attached. **The OCC is asked as to how Union Bank could falsify a different IRS 1099-A on February 11th 2014 that it never provided to the IRS per Union Banks now claimed May 15th 2017 Loan Transaction History?**
- 6) Office of the Comptroller of the Currency Administrator of National Banks: **Why has the OCC allowed Union Bank to change its June 30th 2011 accounting, Case # 01394465 and July 16th 2008 accounting, Case # 770567 as now seen in Union Banks May 15th 2017 Loan Transaction History created from Union Banks Attorneys?**
- 7) Office of the Comptroller of the Currency Administrator of National Banks: **Why has the OCC allowed Union Bank to add \$45,171.20 onto my SBA Loan with its claimed Forbearance Agreement Rescission prior to the June 30th 2011 OCC accounting, Case # 01394465 with Union Banks multiple books accounting created by its Attorneys as now admitted in Union Banks November 2, 2017 CFPB letter?**
- 8) Office of the Comptroller of the Currency Administrator of National Banks: **Why has the OCC allowed Union Bank to have multiple sets of books against the OCC June 30th 2011 accounting, Case # 01394465 that Union Banks claims in its October 24th 2016 Office of the Presidents OCC Case # 03097098 letter to have done a Rescission prior?**
- 9) Office of the Comptroller of the Currency Administrator of National Banks: **Why has the OCC allowed Union Bank to have multiple sets of books against the OCC June 30th 2011 accounting, Case # 01394465 which was consistent with Union Banks September 23rd 2011 Payment Notice, and November 7th 2011 online accounting that, Union Banks October 24th 2016 Office of the Presidents letter now claims was not accurate as Union Bank had done a rescission Prior?**
- 10) Office of the Comptroller of the Currency Administrator of National Banks: **Why has the OCC allowed Union Bank to do a Rescission as claimed in Union Banks Attorneys November 2, 2017 letter back to 2007 and never change its 2007- 2010 IRS 1098 accounting attached?**
- 11) Office of the Comptroller of the Currency Administrator of National Banks: Attached is Union Banks June 28th 2012 email showing Loan # 6641964009 as paid in full. **What does Union Bank have to say about this document?**
- 12) Office of the Comptroller of the Currency Administrator of National Banks: Attached is a November 22, 2011 email from the SBA to Union Banks showing Union Banks Grand Theft since 2007 on SBA Loan # 6641964009 as Union Bank had not applied its 2007 Forbearance Agreement payments properly. **What does Union Bank have to say about this document received in a October 2017 SBA FOIA Request as Union Bank now**

claims to have changed this accounting in it May 15th 2017 Loan Transaction History?

- 13) Office of the Comptroller of the Currency Administrator of National Banks: Attached is a October 26, 2011 SBA Memorandum from the SBA to the SBA showing Union Banks Grand Theft since 2007 on Loan # 6641964009 as Union Bank had not applied its Forbearance Agreement payments properly as seen in # 4. **What does Union Bank have to say about this document received in a October 2017 SBA FOIA Request as Union Bank now claims to have changed this accounting in it May 15th 2017 Loan Transaction History prior to its OCC June 30th 2011 accounting, Case # 01394465?**
- 14) Office of the Comptroller of the Currency Administrator of National Banks: Attached is Union Banks June 18th 2007 and May 1, 2008 Online accounting that Union Bank now claims to have changed in its May 15th 2017 Loan Transaction History. **Why would the OCC allow Union Bank to commit this type of Grand Theft and IRS Fraud?**
- 15) Office of the Comptroller of the Currency Administrator of National Banks: **What is the Date that Union Bank claims to have done a rescission, per Union Banks November 2, 2017 letter from its Attorney? Union Bank needs to be fully held accountable!**

Office of the Comptroller of the Currency Administrator of National Banks. Union Banks actions are and will be a National News Story as seen at the News and Commentary website www.officeofthecomptrollerofthecurrency.com I am asking the OCC to obtain the answers to the questions asked above of the OCC. I am making an OCC FOIA Request for any and all Communication the OCC has had with Union Bank regarding SBA Loan # 6641964009 Loan # 100983501 and Loan # 0883917535 with Union Bank changing its accounting to the OCC prior to the June 30th 2011 OCC Accounting Letter Case # 01394465 and now Case # 03158203.

Office of the Comptroller of the Currency Administrator of National Banks Frank Salamone—Karen Salamone—Grace Dailey—Toney Bland—Morris Morgan: **Union Banks, David Z. Bark, ESQ., Foreclosure Trustee, First American Title Insurance Company** has been provided a falsified accounting by Union Bank per the questions asked of the OCC above. I ask that each of you hold Union Bank accountable for its OCC, IRS and SBA Grand Theft and Fraud fully known to the OCC! Please review the March 12, 2018 email below to Jake Miller, Pismo Beach Chief of Police, San Luis Obispo District Attorney Dan Dow/Assistant District Attorney Eric J. Dobroth,

Sincerely

William A. Bookout

CC Comptroller of the Currency ---Jacqueline England FOIA Request
CC Comptroller of the Currency Frank Salamone—Karen Salamone—Grace Dailey—Toney Bland—Morris Morgan

From: Bill Bookout [mailto:pismobeachdiveshop@charter.net]

Sent: Tuesday, March 13, 2018 3:46 PM

To: Jacqueline.England@occ.treas.gov

Cc: salamone.frank@occ.treas.gov; 'Bill Bookout'; dbark@firstam.com; dawn.golik@sba.gov

Subject: FW: Unon Banks IRS Fraud and Grand Theft per Union Banks May 15, 2017 Loan Transaction History against the 2012 IRS 1099-A Accounting Loan # 100983501 filed with the IRS by Union Bank as paid in Full.

Comptroller of the Currency ---Frank Salamone---News and Commentary website

www.officeofthecomptrollerofthecurrency.com

400 7th st SW Suite 9E-11

Washington DC 20219

1-202-649-6200

Comptroller of the Currency ---Jacqueline England FOIA Request

Office of the Comptroller of the Currency Administrator of National Banks-Complaint against Union Bank and its Attorneys---FOIA Request for all Communication the, OCC has had with Union Bank regarding SBA Loan # 6641964009 Loan # Loan # 100983501 and Loan # 0883917535

Union Banks Attorney Robert B. Forouzandeh has admitted to changing the Office of the Comptroller of the Currency Administrator of National Banks June 30th 2011 accounting, Case # 01394465 and July 16th 2008 accounting Case # 770567 in May 2011 from amortization schedules created from his law firm, which was not reported to the OCC and William A. Bookout SBA Loan # 6641964009 Loan # Loan # 100983501! In Union Banks Attorney Robert B. Forouzandeh's November 2, 2017 letter this is admitted to! Why would the Office of the Comptroller of the Currency Administrator of National Banks Allow Union Bank and its Attorneys to change its OCC June 30th 2011 accounting, Case # 01394465 and July 16th 2008 letter accounting to the OCC?

Please review the March 13, 2018 email below to David Z. Bark, ESQ., Foreclosure Trustee, First American Title Insurance Company and ask Angela Nunez (714) 255-2108 MUFG Union Bank, N.A. 6 Point Drive. # 500 Brea Ca 92821 for a current Loan Transaction History, with Union Banks May 15th 2017 Loan Transaction History showing Union Banks Fraud and Grand Theft committed in front of the Office of the Comptroller of the Currency Administrator of National Banks! David Z. Bark, ESQ., Foreclosure Trustee, First American Title Insurance Company has now signed a NOD accounting, created by Union Banks Fraudulent documents against the June 30th 2011 OCC accounting, Case # 01394465 and July 16th 2008 OCC accounting Case # 770567

Please review the March 12, 2018 email below to Jake Miller, Pismo Beach Chief of Police, San Luis Obispo District Attorney Dan Dow/Assistant District Attorney Eric J. Dobroth,

- 1) Comptroller of the Currency attached is Union Banks 2012 IRS 1099-A and the IRS July 20th 2016 IRS 1099-A accounting, showing SBA Loan # 100983501 as Paid In Full!

- 2) Comptroller of the Currency attached is the October 17th 2017 Cashier's check copy to Union Bank for \$34,768.71 and cashed that Union Bank has refused to provide an accounting of as seen in the emails below to Union Bank!
- 3) Comptroller of the Currency attached is Union Banks falsified 2014 IRS 1099-A and its Attorney Robert B. Forouzandeh February 11th 2014 email!
- 4) Comptroller of the Currency attached is Union Banks September 23, 2011 Payment notice showing no rescission as now claimed in Union Banks Office of the Presidents October 24th 2016 letter and Union Banks Attorneys November 2 2017 letter!
- 5) Comptroller of the Currency attached is Union Banks 2007 to 2010 IRS 1098 accounting to the IRS, that has never been changed with the IRS against Union Banks Office of the Presidents October 24th 2016 letter and Union Banks Attorneys November 2 2017 letter!
- 6) Comptroller of the Currency attached is the October 23rd 2017 SBA FOIA Documents received from the SBA showing SBA Loan # 100983501 as Paid In Full in 2012!
- 7) Comptroller of the Currency attached is Union Banks August 29th 2011 SBA Form 1149 Loan Transaction History against Union Banks Office of the Presidents October 24th 2016 letter and Union Banks Attorneys November 2 2017 letter!
- 8) Comptroller of the Currency attached is the October 23rd 2017 SBA FOIA Documents November 22, 2011 SBA Loan # 6641964009 email showing Union Bank not applying payments Correctly since 2007 in accordance with the Forbearance Agreement and requesting a revised Loan Transaction History!
- 9) Comptroller of the Currency attached is the October 23rd 2017 SBA FOIA Documents October 26th 2011 (Attorney Client Privileged Memorandum) regarding Environmental Issues and Union Bank breaching the 2007 Forbearance Agreement # 4!
- 10) Comptroller of the Currency attached is June 30th 2011 and July 16th 2008 Office of the Comptroller of the Currency Administrator of National Banks Letters showing Union Banks ongoing Grand Theft, per Union Banks Falsified May 15th 2017 Loan Transaction History, provided to the Pismo Beach Police Department!
- 11) Comptroller of the Currency attached is Union Banks June 18th 2007, July 17th 2007 and May 1st 2008 online accounting showing Union Banks beginning Grand Theft of \$45,171.20 as Union Banks Office of the Presidents October 24th 2016 letter and Union Banks Attorneys November 2 2017 letters claims to have done a rescission of the 2007 Forbearance Agreement against the October 23rd 2017 SBA FOIA Documents!
- 12) Comptroller of the Currency attached is Union Banks Falsified May 15th 2017 Loan Transaction History claiming to have changed the 2007 Forbearance Agreement accounting as reported to the IRS all the way back to 2007!
- 13) Comptroller of the Currency attached is Union Banks Two Falsified May 5th 2011 amortization schedules created by Union Banks Attorneys, in which Union Bank claims to have done a rescission from against the October 23rd 2017 SBA FOIA Documents and Union Banks online accounting!
- 14) Comptroller of the Currency attached is Union Banks First American Title Insurance Company's February 27th 2018 Notice of Default sent on March 9th 2018!

Office of the Comptroller of the Currency Administrator of National Banks: Why has the OCC allowed Union Bank to change its June 30th 2011 accounting, Case # 01394465 and July 16th 2008 accounting, Case # 770567 letter from the OCC with amortization schedule accounting created by Union Banks Attorneys per Union Banks November 2, 2017 letter?

Office of the Comptroller of the Currency Administrator of National Banks: Why has the OCC allowed Union Bank to change its June 30th 2011 accounting, Case # 01394465 and July 16th 2008 accounting, Case # 770567 as now seen in Union Banks May 15th 2017 Loan Transaction History created from Union Banks Attorneys changing Union Banks prior accounting to the OCC?

Sincerely

William A. Bookout

CC Comptroller of the Currency ---Jacqueline England FOIA Request
CC Comptroller of the Currency Frank Salamone



Office of the Comptroller of the Currency

March 23, 2018

William Arthur Bookout
470 Price Street
Pismo Beach CA 93449

Re: Case # 03158203
MUFJ UNION BANK, NATIONAL ASSOCIATION

Dear Mr. Bookout:

The Customer Assistance Group (CAG) of the Office of the Comptroller of the Currency (OCC) has received your correspondence and determined that we need the additional information checked below in order to thoroughly address your concern(s). Upon receipt, we will continue our review.

- Account number
- A more detailed explanation of the complaint
- Bank name
- Branch location
- Other: _____
- Type of account
- Type of service issue

If we do not hear from you within 30 calendar days, we will assume you no longer require our assistance and close our file. If you have any questions, please contact this office at the telephone number listed below and reference the case number shown above.

Sincerely,

Customer Assistance Group

Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010
Phone: (800) 613-6743, FAX: (713) 336-4301
Internet Address: www.HelpWithMyBank.gov

Bill Bookout

From: do_not_reply@occ.treas.gov
Sent: Tuesday, March 13, 2018 3:32 PM
To: pismobeachdiveshop@charter.net
Subject: OCC Case # 03158203 has been created.

3/13/2018 12:00:00 AM

Re: Case# 03158203

Dear William Bookout:

This is an automatically generated message. Please do not reply to this email. We are unable to respond to messages sent to this address.

Please keep a copy of this email for your records!

This email acknowledges receipt of your Online Consumer Complaint form. Based upon your correspondence we have opened a case in the OCC's Customer Assistance Group (CAG). Please make note of the case number listed above, and provide the number on any future correspondence or contact with our office.

We are reviewing the information you provided, and will contact the bank requesting a response to your issues. In most instances, the bank will respond directly to you and copy us in writing. Once you receive the bank's response, it is very important that you carefully review their summary and actions taken, if any.

If the bank has satisfactorily addressed your issues and/or concerns no further action on your part is required. If however, the bank failed to address your issues and/or concerns or you disagree with their response, please contact the CAG in writing within 30 days of receipt of the bank's letter. Please include in your reply the specific issues that the bank failed to address or, if applicable, the reasons you disagree with the bank's assessment. Also, please include any additional documentation that supports your position.

The OCC examines national banks and federal savings associations to ensure their safe and sound financial condition and ensures compliance with applicable banking laws, rules and regulations. The CAG was established to assist customers who have questions or complaints involving national banks and federal savings associations. For additional information on the OCC and CAG please visit our internet site www.helpwithmybank.gov.

The CAG offers guidance, and assists consumers in resolving complaints about national banks, federal savings associations, and their subsidiaries. The CAG is not a consumer advocacy or bank advocacy group. The OCC is an administrative agency and we do not have jurisdiction to resolve contractual and factual issues. We do not have judicial authority and cannot award damages in excess of a bank's error.

While complaint processing times may vary, on average you should receive a written response from CAG within 60 days after we have a complete file.

If you would like to check the status of your case online, please click on the following link:
https://appsec.helpwithmybank.gov/olcc_form/checkstatus.aspx or visit www.helpwithmybank.gov and click on the Check Case Status page.

Should you have questions, please contact this office at the number listed below.



[About Us](#) | [Contact Us](#) | [En Español](#) | [Dictionary](#) | [Site Map](#)

[Home](#) > [File a Complaint](#) > [Overview](#) > [Confirmation](#)

CUSTOMER COMPLAINT FORM - CONFIRMATION

PRINT Copy of Submitted Form

You have successfully submitted your online complaint form! You should receive an e-mail that acknowledges receipt of your online complaint submission. **Please do not respond to this e-mail.**

Once your complaint is processed, you will receive a separate e-mail within 48 hours, providing your assigned case number in our office. You will need your assigned case number to obtain information and request status updates for your case.

Your Confirmation Reference Number is: **C918E8D2018**. **Please note this is not your assigned case number.** This number confirms that we have received your online complaint submission. If you do not receive an e-mail acknowledging receipt of your complaint submission or the separate e-mail with your assigned case number within 48 hours, please send an e-mail to HelpWithMyBank.faq@occ.treas.gov and provide your Confirmation Reference Number for further assistance.

If your complaint involves more than one financial institution, you will need to submit a separate complaint form for each institution. You will receive separate case numbers for each complaint form.

[Click here to edit the information and submit a new complaint form for a different financial institution.](#)

[Click here to print a copy of the form for your records.](#)

Please close this browser session once your submission is complete.

[Accessibility](#) | [Web Privacy Policy](#) | [Web Site Policies](#) | [Contact Us](#) | [Office of the Comptroller of the Currency](#) | [Department of the Treasury](#)
[Careers.occ.gov](#) | [USA.gov](#) | [No Fear Act](#) | [Freedom of Information Act](#) | [Dictionary](#) | [En Español](#) | [Site Map](#)

OMB Control No. 1557-0232

Expiration Date: 10/31/2018

CUSTOMER COMPLAINT FORM

Transaction ID: C918E8D2018

Please fill in this form completely. Once we receive your form, you will receive a confirmation e-mail. You will receive a separate e-mail containing your assigned case number within 48 hours. Please keep your case number for future contact with our office. You will have the option to **PRINT** the form after **submission**.

Have you tried to resolve your complaint with your financial institution?

Yes

The OCC recommends that you attempt to resolve your complaint with your financial institution first. Please contact your financial institution to allow them the opportunity to resolve your issue(s). If you have already contacted your financial institution, please select YES to proceed.

Helpful Hints:

- **Check to make sure that your financial institution is a national bank or federal savings association (thrift). Search Financial Institutions (a new browser window will open)**
If you don't know the name of your financial institution, check your bank or credit card statement. The institution's name will be indicated on the statement.
- **If your complaint involves more than one financial institution, you will need to submit a separate complaint form for each institution involved. You will receive separate case numbers for each institution. Do NOT send additional information unless requested.**
- **Complaints should NOT be emailed, faxed, or mailed in addition to the online submission. Only ONE form should be submitted unless your complaint involves more than one financial institution. The online form is subject to user time limitations for security purposes. If your session exceeds the limitations, any information you have entered will be lost. To avoid this, gather all necessary information prior to entering the form.**

Please Note:

- **We cannot act as a court of law or as a lawyer on your behalf**
- **We cannot give you legal advice**
- **We cannot become involved in complaints that are in litigation or have been litigated**

YOUR INFORMATION

The Account Owner/Holder should complete this section.

First Name:

William

Last Name:

Bookout

Middle Name:

Arthur

Street Address:
470 Price Street

City:
Pismo Beach

State:
CA

Phone:
8057732089

E-mail:
pismobeachdiveshop@charter.net

Zip:
93449

What is the best way to contact you?
E-mail

When is the best time to contact you?
Afternoon

REPRESENTATIVE CONTACT INFORMATION

If you want us to communicate with your attorney or other legal representative directly, please provide the information below. **Your submission of this portion of the form authorizes our office to release information to your attorney or other legal representative if requested.**

Relationship:
Attorney Representative Not Applicable (Skip Section)

Please indicate the type of authorization you have granted to your Attorney or Representative :
Power of Attorney Letters Testamentary Court Appointed Executor or Administrator
Other

Name of Representative:

First Name: Middle Name:

Last Name:

Street Address:

City:

State: Zip:

Phone:

E-mail:

What is the best way to contact your representative?

When is the best time to contact your representative?

FINANCIAL INSTITUTION OR COMPANY INFORMATION THAT IS SUBJECT OF THE COMPLAINT

Helpful Hint: If you don't know the name of your financial institution, check your bank or credit card statement. The institution's name will be indicated on the statement.

Name of Financial Institution or Company:

MUFG Union Bank, N.A. Angela Nunez

Street:

6 Point Drive,#500

City:

Brea,

State:
CA
 Phone:
7142552108

Zip:
92821

Type of Account(s): (If you are unsure of the type of account(s), please contact your financial institution for assistance.)

Deposit Account (Checking, Savings) Credit Card
 Loan Product Asset Management (Trust Accounts)
 (Consumer, Mortgage, Home Equity)
 Consumer Leasing Non-Deposit Account (Investments)
 Insurance Other

Have you tried to resolve your complaint with your financial institution or

YES

If Yes, when?

3/2/2018

How?

Mail

Has the financial institution responded to your complaint?

YES

If Yes, when?

11/2/2017

How?

Mail

Contact Name:

Angela Nunez

Title:

Not Sure

COMPLAINT INFORMATION

Describe events in the order they occurred, including any names, phone numbers, and a full description of the problem with the amount(s) and date(s) of any transaction(s). Be as brief and complete as possible to make the explanation clear. **Do not include personal or confidential information such as your social security, credit card, or bank accounts numbers.**

**Comptroller of the Currency ---Frank Salamone---News and Commentary website
 www.officeofthecomptrollerofthecurrency.com 400 7th st SW Suite 9E-11 Washington DC 20219
 1-202-649-6200 Comptroller of the Currency ---Jacqueline England FOIA Request Office of the
 Comptroller of the Currency Administrator of National Banks-Complaint against Union Bank and
 its Attorneys---FOIA Request for all Communication the, OCC has had with Union Bank
 regarding SBA Loan # 6641964009 Loan # Loan # 100983501 and Loan # 0883917535 Union
 Banks Attorney Robert B. Forouzandeh has admitted to changing the Office of the Comptroller
 of the Currency Administrator of National Banks June 30th 2011 accounting, Case # 01394465
 and July 16th 2008 accounting Case # 770567 in May 2011 from amortization schedules created
 from his law firm, which was not reported to the OCC and William A. Bookout SBA Loan #
 6641964009 Loan # Loan # 100983501! In Union Banks Attorney Robert B. Forouzandeh's
 November 2, 2017 letter this is admitted to! Why would the Office of the Comptroller of the
 Currency Administrator of National Banks Allow Union Bank and its Attorneys to change its
 OCC June 30th 2011 accounting, Case # 01394465 and July 16th 2008 letter accounting to the
 OCC? Please review the March 13, 2018 email below to David Z. Bark, ESQ., Foreclosure
 Trustee, First American Title Insurance Company and ask Angela Nunez (714) 255-2108 MUFG**

Union Bank, N.A. 6 Point Drive. # 500 Brea Ca 92821 for a current Loan Transaction History, with Union Banks May 15th 2017 Loan Transaction History showing Union Banks Fraud and Grand Theft committed in front of the Office of the Comptroller of the Currency Administrator of National Banks! David Z. Bark, ESQ., Foreclosure Trustee, First American Title Insurance Company has now signed a NOD accounting, created by Union Banks Fraudulent documents against the June 30th 2011 OCC accounting, Case # 01394465 and July 16th 2008 OCC accounting Case # 770567 Please review the March 12, 2018 email below to Jake Miller, Pismo Beach Chief of Police, San Luis Obispo District Attorney Dan Dow/Assistant District Attorney Eric J. Dobroth, 1) Comptroller of the Currency attached is Union Banks 2012 IRS 1099-A and the IRS July 20th 2016 IRS 1099-A accounting, showing SBA Loan # 100983501 as Paid In Full! 2) Comptroller of the Currency attached is the October 17th 2017 Cashier's check copy to Union Bank for \$34,768.71 and cashed that Union Bank has refused to provide an accounting of as seen in the emails below to Union Bank! 3) Comptroller of the Currency attached is Union Banks falsified 2014 IRS 1099-A and its Attorney Robert B. Forouzandeh February 11th 2014 email! 4) Comptroller of the Currency attached is Union Banks September 23, 2011 Payment notice showing no rescission as now claimed in Union Banks Office of the Presidents October 24th 2016 letter and Union Banks Attorneys November 2 2017 letter! 5) Comptroller of the Currency attached is Union Banks 2007 to 2010 IRS 1098 accounting to the IRS, that has never been changed with the IRS against Union Banks Office of the Presidents October 24th 2016 letter and Union Banks Attorneys November 2 2017 letter! 6) Comptroller of the Currency attached is the October 23rd 2017 SBA FOIA Documents received from the SBA showing SBA Loan # 100983501 as Paid In Full in 2012! 7) Comptroller of the Currency attached is Union Banks August 29th 2011 SBA Form 1149 Loan Transaction History against Union Banks Office of the Presidents October 24th 2016 letter and Union Banks Attorneys November 2 2017 letter! 8) Comptroller of the Currency attached is the October 23rd 2017 SBA FOIA Documents November 22, 2011 SBA Loan # 6641964009 email showing Union Bank not applying payments Correctly since 2007 in accordance with the Forbearance Agreement and requesting a revised Loan Transaction History! 9) Comptroller of the Currency attached is the October 23rd 2017 SBA FOIA Documents October 26th 2011 (Attorney Client Priv

Please be advised that the issues described in this complaint will be shared with the financial institution or company in question.

PRIVACY ACT STATEMENT

The solicitation and collection of this information is authorized by 12 U.S.C. 1. The information is solicited to provide the Office of the Comptroller of the Currency (OCC) with data that is necessary and useful in reviewing requests received from individuals for assistance in their interactions with national banks or federal savings associations (thrifts). The provision of requested information is voluntary. However, without such information, the ability to complete a review or to provide requested assistance may be hindered. It is intended that the information obtained through this solicitation will be used within the OCC and provided to the national bank or federal savings association (thrift) that is the subject of the complaint or inquiry. Additional disclosures of such information may be made to: (1) other third parties when required or authorized by statute or when necessary in order to obtain additional information relating to the complaint or inquiry; (2) other governmental, self-regulatory, or professional organizations having: (a) jurisdiction over the subject matter of the complaint or inquiry; (b) jurisdiction over the entity that is the subject of the complaint or inquiry; or (c) whenever such information is relevant to a known or suspected violation of law or licensing standard for which another organization has jurisdiction; (3) the Department of Justice, a court, an adjudicative body, a party in litigation, or a witness when relevant and necessary to a legal or administrative proceeding; (4) a Congressional office when the information is relevant to an inquiry initiated on behalf of its provider; (5) Other governmental or tribal organizations with which an individual has communicated regarding a complaint or inquiry

about an OCC-regulated entity; (6) OCC contractors or agents when access to such information is necessary; and (7) other third parties when required or authorized by statute.

Date: 3/13/2018 6:23:49 PM

I certify that the information provided on this form is true and correct to the best of my knowledge.

I Certify I Do Not Certify

If a valid OMB Control Number does not appear on this form, you are not required to complete this form.



February 16, 2018

VIA OVERNIGHT MAIL

William Bookout
470 Price Street
Pismo Beach, CA 93449

Subject: Fraudulent website—<http://www.officeofthecomptrollerofthecurrency.com>

Mr. Bookout:

I am an attorney for the Office of the Comptroller of the Currency (OCC). On December 11, 2017, I sent you a letter regarding your registration and operation of the domain <http://www.officeofthecomptrollerofthecurrency.com>. The letter requested that you immediately take down the website and cease use of this URL and domain, as they misrepresent themselves as belonging to the OCC. The website is still active.

The OCC insists that you immediately comply with its December 11 request. Further continuation of this domain may result in legal action.

Thank you for your prompt attention to this matter. Please contact me at 202-649-6200 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank C. Salamone', with a long horizontal flourish extending to the right.

Frank C. Salamone
Counsel
Enforcement & Compliance Division



December 11, 2017

VIA OVERNIGHT MAIL

William Bookout
470 Price Street
Pismo Beach, CA 93449

Subject: Fraudulent website—<http://www.officeofthecomptrollerofthecurrency.com>

Mr. Bookout:

The Office of the Comptroller of the Currency has become aware that you registered and operate the domain <http://www.officeofthecomptrollerofthecurrency.com>. Please immediately take down the website and cease use of this URL and domain, as they misrepresent themselves as belonging to the Office of the Comptroller of the Currency.

Thank you for your prompt attention to this matter. Please contact me at 202-649-6200 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank C. Salamone', written over a horizontal line.

Frank C. Salamone
Counsel
Enforcement & Compliance Division

REICKER PFAU

ATTORNEYS AT LAW

1421 State Street, Suite B
Santa Barbara, CA 93101

Phone: 805.966.2440
Fax: 805.966.3320

www.reickerpfau.com

Email: rforouzandeh@rppmh.com

November 2, 2017

William Bookout
470 Price Street
Pismo Beach, CA 93449

RE: Consumer Financial Protection Bureau – Case Number(s): 170906-2409066; 171024-2591529

Dear Mr. Bookout:

Union Bank is in receipt of the two complaints you filed with the Consumer Financial Protection Bureau (“CFPB”), one of which we received on September 6, 2017, and the other on October 24, 2017. I am responding to you on the behalf of Union Bank.

As you may recall, the issues you described in both CFPB complaints were previously addressed within the San Luis Obispo County, California Superior Court case number 15CV0265. This case was dismissed by the court and judgment entered in favor of Union Bank as you previously adjudicated the same exact matter in a prior bankruptcy proceeding. After the Superior Court ruled in the bank’s favor, you appealed the judgment to the California Court of Appeals Second Appellate District. On October 27, 2016, the Court of Appeals rejected your appeal. In accordance with the court’s decision and as previously stated to you on multiple occasions, the bank now considers this matter closed. For your convenience, however, we have enclosed copies of our letters to you dated October 24, 2016 and February 1, 2017, which were sent in response to the prior duplicative complaints you filed with the Office of the Comptroller of the Currency on October 3, 2016, and with the CFPB on January 17, 2017.

Although almost the entirety of your September 6, 2017, CFPB complaint is duplicative of your prior ones, in your latest complaint, you mention for the first time an April 11, 2017 email I sent to you in which I stated that Union Bank had previously provided you with an amortization schedule for your loan that was generated after Union Bank rescinded your Forbearance Agreement. This statement is true and Union Bank stands by it. Union Bank denies any of the conclusory statements you make thereafter and the manner in which you characterize the amortization schedule and your repeated false claim that Union Bank rescinded your loan. You raised each of these issues in the legal action described above and the court ruled against you.

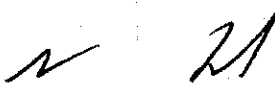
The issues described in the October 24, 2017, CFPB complaint similarly are duplicative of the September 6, 2017, CFPB complaint except, from what we can discern, two items. First, you make mention of an October 23rd 2017 FOIA response by the Small Business Administration. Second, you mention an email exchange between you and I regarding a check you sent to the Bank. Neither of these items alters the Bank's position stated above.

Mr. Bookout, please be advised that should you continue to make similar complaint filings, the bank reserves the right to decline to comment on the matter.

Sincerely,

REICKER, PFAU, PYLE & McROY LLP

By



Robert B. Forouzandeh



Office of the Comptroller of the Currency

September 28, 2017

William Arthur Bookout
470 Price Street
Pismo Beach CA 93449

Re: Case # 03138262

MUFG UNION BANK, NATIONAL ASSOCIATION

Dear Mr. Bookout:

This letter as well as the acknowledgement you received via email dated September 26, 2017 confirms our receipt of your online complaint correspondence regarding the above referenced bank.

Our records indicate that we have previously responded to your issue. Your latest correspondence has been moved into the closed Appeal Ombudsman Case #03097098 for review.

In order to streamline our process and avoid any duplication, we are closing the subject case #03138262. Please refer to case #03097098 on all future correspondence or contacts with our office regarding this issue.

Sincerely,

Customer Assistance Group

The Customer Assistance Group's consumer complaint process is a service that is provided to customers of national banks and federal savings associations (thrifts). Information provided within this letter is specifically related to an individual consumer complaint and should not be construed as either a legal opinion of the OCC or a supervisory action. If you are not satisfied with the resolution of your complaint, you may wish to consult legal counsel so as to preserve your rights.

Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050
Phone: (800) 613-6743, FAX: (713) 336-4301
Internet Address: www.helpwithmybank.gov

September 19, 2017

William Bookout
470 Price Street
Pismo Beach, CA 93449

RE: Consumer Financial Protection Bureau – Case Number: 170906-2409066

Dear Mr. Bookout:

The Office of the President for Union Bank is in receipt of your recent complaint to the Consumer Financial Protection Bureau (“CFPB”). I am responding on behalf of the Office of the President and we appreciate the opportunity to review and address your concerns.

Your concerns are important to Union Bank. Due to this, we have initiated a review of your circumstance regarding your complaint to the CFPB and will provide a response in writing.

Should you have any additional questions please call me directly at (323) 278-6429.

Sincerely,

Kay Sakaue
Assistant Vice President
Office of the President
Union Bank



February 1, 2017

William Bookout
470 Price Street
Pismo Beach, CA 93449

Re: Consumer Financial Protection Bureau Case Number 170112-001913

Dear Mr. Bookout:

Union Bank is in receipt of the complaint you filed with the Consumer Financial Protection Bureau ("CFPB"), which we received on 1/17/2017. I am responding to you on the behalf of the Office of the President.

As you may recall, the issues you describe in the CFPB complaint were previously addressed in your bankruptcy case, United States District Court, Central District of California, Case Number 9:11-bk-15818-PC, and in your civil suit filed in San Luis Obispo County Superior Court Case Number 15CV0265, which you unsuccessfully appealed to the California Court of Appeals, Second District. Each court ruled in favor of the Bank as to those claims and those decisions are now final. Indeed, the state court entered judgment in Union Bank's favor and ordered you to pay the sum of \$6,195 to the Bank to reimburse it for the fees and costs it incurred in the action.

In addition, the Bank has responded previously to a similar complaint you filed with the Office of the Comptroller of the Currency on October 3, 2016. We enclose a copy of our response letter in connection with that complaint for your convenience.

Please be advised that pursuant to the restraining order entered against you in Santa Barbara County Superior Court Case Number 1381216, the Bank is not obligated to and will not correspond with you directly. Should you continue to contact us with similar complaint filings, the Bank reserves the right to decline to comment on the matter and/or bring your actions to the attention of the Santa Barbara Superior Court.

Sincerely,



Office of the President

cc: Consumer Financial Protection Bureau
Encl.

Office of the President
P.O. Box 953, Mail Code V03-9072
New York, NY 10108

Tel. 646 452 2027

A member of MUFG, a global financial group

OMB Control No. 1557-0232

Expiration Date: 10/31/2018

CUSTOMER COMPLAINT FORM

Transaction ID: 0D384262017

Please fill in this form completely. Once we receive your form, you will receive a confirmation e-mail. You will receive a separate e-mail containing your assigned case number within 48 hours. Please keep your case number for future contact with our office. **You will have the option to PRINT the form after submission.**

Have you tried to resolve your complaint with your financial institution?

Yes

The OCC recommends that you attempt to resolve your complaint with your financial institution first. Please contact your financial institution to allow them the opportunity to resolve your issue(s). If you have already contacted your financial institution, please select YES to proceed.

Helpful Hints:

- **Check to make sure that your financial institution is a national bank or federal savings association (thrift). Search Financial Institutions (a new browser window will open)**
If you don't know the name of your financial institution, check your bank or credit card statement. The institution's name will be indicated on the statement.
- **If your complaint involves more than one financial institution, you will need to submit a separate complaint form for each institution involved. You will receive separate case numbers for each institution. Do NOT send additional information unless requested.**
- **Complaints should NOT be emailed, faxed, or mailed in addition to the online submission. Only ONE form should be submitted unless your complaint involves more than one financial institution. The online form is subject to user time limitations for security purposes. If your session exceeds the limitations, any information you have entered will be lost. To avoid this, gather all necessary information prior to entering the form.**

Please Note:

- **We cannot act as a court of law or as a lawyer on your behalf**
- **We cannot give you legal advice**
- **We cannot become involved in complaints that are in litigation or have been litigated**

YOUR INFORMATION

The Account Owner/Holder should complete this section.

First Name:

William

Last Name:

Bookout

Middle Name:

Arthur

Street Address:
470 Price Street

City:
Pismo Beach

State:
CA

Phone:
8057732089

E-mail:
pismobeachdiveshop@charter.net

Zip:
93449

What is the best way to contact you?

E-mail

When is the best time to contact you?

Morning

REPRESENTATIVE CONTACT INFORMATION

If you want us to communicate with your attorney or other legal representative directly, please provide the information below. **Your submission of this portion of the form authorizes our office to release information to your attorney or other legal representative if requested.**

Relationship:

Attorney Representative Not Applicable (Skip Section)

Please indicate the type of authorization you have granted to your Attorney or Representative :

Power of Attorney Letters Testamentary Court Appointed Executor or Administrator
Other

Name of Representative:

First Name:

Middle Name:

Last Name:

Street Address:

City:

State:

Zip:

Phone:

E-mail:

What is the best way to contact your representative?

When is the best time to contact your representative?

FINANCIAL INSTITUTION OR COMPANY INFORMATION THAT IS SUBJECT OF THE COMPLAINT

Helpful Hint: If you don't know the name of your financial institution, check your bank or credit card statement. The institution's name will be indicated on the statement.

Name of Financial Institution or Company:

MUFG Union Bank, N.A.

Street:

P.O. Box 953

City:

New York

State:
 NY
 Phone:
 3232786429

Zip:
 10108

Type of Account(s): (If you are unsure of the type of account(s), please contact your financial institution for assistance.)

Deposit Account (Checking, Savings) ___ Credit Card ___
 Loan Product
 (Consumer, Mortgage, Home Equity) Asset Management (Trust Accounts) ___
 Consumer Leasing ___ Non-Deposit Account (Investments) ___
 Insurance ___ Other ___

Have you tried to resolve your complaint with your financial institution or

YES

If Yes, when?

09/19/2017

How?

Other

Has the financial institution responded to your complaint?

NO

If Yes, when?

How?

Contact Name:

Kay Sakaue

Title:

Assistant Vice President office of the President Union Bank

COMPLAINT INFORMATION

Describe events in the order they occurred, including any names, phone numbers, and a full description of the problem with the amount(s) and date(s) of any transaction(s). Be as brief and complete as possible to make the explanation clear. Do not include personal or confidential information such as your social security, credit card, or bank accounts numbers.

Keith A. Noreika, Comptroller of the Currency Case # 03097098 with Union Banks 2008 to 2011 into 2016 Fraud to the OCC and not changing its 2012 IRS 1099-A's with the IRS or amending any IRS 1098's back to 2007 with the IRS and use of Restraining orders till 2021 I am asking the following questions of the Comptroller of the Currency Case # 03097098 along with the Pismo Beach Police Department Case # 1709190027 and the San Luis Obispo District Attorney Office! Union Banks letters and loan accounting to the OCC and actions are seen at www.officeofthecomptrollerofthecurrency.com as known to the Comptroller of the Currency. 1) I am again asking the Comptroller of the Currency Case # 03097098 for a current truthful Union Bank (SBA Loan Transaction History) on Loan # 100983501 from Union Bank 2007 to 2010 IRS 1098 Accounting never changed by Union Bank, per Union Banks now claimed September 1, 2017 (Payment Notice) against Union Banks 2012 IRS 1099-A on Loan # 100983501 that Union Bank provided to the IRS showing this SBA Loan as paid in Full? Union Bank has fraudulently on February 11, 2014 created a 2012 IRS 1099-A on Loan # 100983501 that Union Bank never provided to the Internal Revenue Service or amended any IRS 1098 Accounting back to 2007 known to the OCC. What is the Office of the Comptroller of the Currency opinion with Union Bank committing this kind of Fraud and Grand Theft? How could MUFG Union Bank have two sets of books fully known to the OCC? 2) I am asking the Comptroller of the Currency

Administrator of National Banks Case # 03097098 for any 2012 IRS 1099-A changes, that Union Bank filed with the IRS other than, the 2012 IRS 1099-A provided by the IRS on July 20th 2016 being Union Banks only 2012 IRS 1099-A filed by Union Bank with the IRS! 3) I am asking the Comptroller of the Currency Administrator of National Banks Case # 03097098 with Union Banks June 3rd 2008 Letter and Lenders Loan Transcript to the OCC-Case # 770567 showing Union Banks Grand Theft previously claiming a Principal Balance of \$420,024.30 owed into 2008 on top of past due interest and now on May 15th 2017 Union Bank admits it was actually owed \$416,898.31 in its new falsified Loan Transaction History! How is this legal with the Comptroller of the Currency Administrator of National Banks? How does Union Bank believe with this kind of fraud that Union Bank would not have to change its IRS 1098 accounting with the IRS back to 2007? 4) I am asking for any Union Bank claimed loan # 0883917535-00000001, Loan Documents in Union Bank possession, per Union Banks April 11th 2017 Email, May 15th 2017 letter claiming this as a loan Number and May 15th 2017 falsified Loan Transaction History attached? 5) I am asking for a complete Loan Transaction History for Union Banks now claimed Loan #0883917535-00000001 using its claimed Customer #0883917535-00000001 in Union Banks May 15th 2017 letter from Union Banks Attorney Robert B. Forouzandeh against Union Banks June 3rd 2008 Letter and Lenders Loan Transcript to the OCC-Case # 770567 showing Union Banks Grand Theft! This Loan Transaction History will have to account for all IRS 1098 accounting to the IRS since 2003! 6) I am asking for a complete accounting from the OCC of how Union Bank could breach the 2007 Forbearance Agreement in 2007 with a claimed Principal Balance owed of \$420,024.30 Seen in the Pacific Capital Bank June 3, 2008 accounting letter to the OCC after applying the five payments per the Breached Forbearance agreement and then now claim Union Bank changed it to \$416,898.31 with Union Banks claimed undisclosed Rescission as seen in Union Banks (May 15th 2017 Loan Transaction History)? 7) I am again asking the Comptroller of the Currency Administrator of National Banks Case # 03097098 for an accounting of how Union Bank could falsify its Comptroller of the Currency Administrator of National Banks June 30th 2011 letter, only showing interest paid in 2007 on the five Forbearance Agree

Please be advised that the issues described in this complaint will be shared with the financial institution or company in question.

PRIVACY ACT STATEMENT

The solicitation and collection of this information is authorized by 12 U.S.C. 1. The information is solicited to provide the Office of the Comptroller of the Currency (OCC) with data that is necessary and useful in reviewing requests received from individuals for assistance in their interactions with national banks or federal savings associations (thrifts). The provision of requested information is voluntary. However, without such information, the ability to complete a review or to provide requested assistance may be hindered. It is intended that the information obtained through this solicitation will be used within the OCC and provided to the national bank or federal savings association (thrift) that is the subject of the complaint or inquiry. Additional disclosures of such information may be made to: (1) other third parties when required or authorized by statute or when necessary in order to obtain additional information relating to the complaint or inquiry; (2) other governmental, self-regulatory, or professional organizations having: (a) jurisdiction over the subject matter of the complaint or inquiry; (b) jurisdiction over the entity that is the subject of the complaint or inquiry; or (c) whenever such information is relevant to a known or suspected violation of law or licensing standard for which another organization has jurisdiction; (3) the Department of Justice, a court, an adjudicative body, a party in litigation, or a witness when relevant and necessary to a legal or administrative proceeding; (4) a Congressional office when the information is relevant to an inquiry initiated on behalf of its provider; (5) Other governmental or tribal organizations with which an individual has communicated regarding a complaint or inquiry about an OCC-regulated entity; (6) OCC contractors or agents when access to such information is necessary; and (7) other third parties when required or authorized by statute.

Date: 9/26/2017 7:47:28 PM

I certify that the information provided on this form is true and correct to the best of my knowledge.

I Certify I Do Not Certify

If a valid OMB Control Number does not appear on this form, you are not required to complete this form.



October 24, 2016

William Bookout
470 Price Street
Pismo Beach, CA 93449

Re: Office of the Comptroller of the Currency
Case Number: 03097098

Dear Mr. Bookout:

This is in response to the customer complaint you made to the OCC on or about October 3, 2016.

The \$57,676.19 for which you request an accounting represents attorneys' fees and costs that the Bank incurred in connection with your default under the note and deed of trust and the Bank's foreclosure proceeding. Prior to the foreclosure sale, on September 15, 2011, and again on December 27, 2011, you filed for Chapter 13 bankruptcy. The Bank included the \$57,676.19 amount in the bankruptcy proof of claim it submitted. You objected to the proof of claim, but the bankruptcy court ruled in the Bank's favor, allowing these pre-petition fees to be included in the Bank's claim amount. As you know, the bankruptcy court's ruling was recently held to be res judicata by the California Court of Appeal in a civil lawsuit you brought against the Bank.

It is not necessary, as you claim, for the Bank to provide information regarding the fees to the IRS because attorneys' fees are not included on an IRS Form 1098 mortgage interest statement. Furthermore, no court has ever ordered the Bank to provide any itemization of its attorney's fees incurred as a result of your defaults. Finally, please note that the IRS has not requested information from the Bank regarding the fees.

Contrary to your claims regarding a purported rescission of your loan, the Bank has never rescinded the loan. The loan remains outstanding to date and you continue to make payments due on the loan. Instead, the Bank rescinded the forbearance agreement, pursuant to its own terms, when you defaulted on it.

Finally, the Bank does not have "two sets of books" as you claim. The Bank believes you may be referring to the re-calculation and re-amortization of the loan which occurred as a result of the rescission of the Forbearance Agreement as described above.

Bookout, William

Page 2 of 2

The rescission of the Forbearance Agreement resulted in a new interest rate being applied to the loan and the payments which had been made pursuant to the Forbearance Agreement being applied differently than they would have been had the Forbearance Agreement remained in effect.

Sincerely,

A handwritten signature in black ink, appearing to be 'W. Bookout', written over a faint horizontal line.

MUFG Union Bank, N.A.



Comptroller of the Currency
Administrator of National Banks

June 30, 2011

William A Bookout
470 Price Street
Pismo Beach CA 93449

Re: Case# 01394465

SANTA BARBARA BANK & TRUST, NATIONAL ASSOCIATION

Dear Mr. Bookout:

The Customer Assistance Group (CAG) has completed its review of your complaint regarding the above referenced bank. The focus of CAG's review of consumer complaints against national banks is to determine whether the banks' actions are consistent with banking statutes, regulations or any policies that are applicable to nationally chartered banking institutions. Our conclusion is:

The bank advised that no payments were received during the year of 2010, and the payment due for January 2011 has not been made. Bank records show that the delinquent payments for 2010 excluding late fees and costs were nearly \$50,000.00.

Previously the bank agreed to a forbearance agreement, which deferred ten delinquent payments. However, you defaulted on the payments under the agreement. The bank noted that they have a junior lien on your single family residence. They have no control over the senior lender's foreclosure efforts. The bank explained that they granted you time to sell one of your commercial properties which secured your loan. In December 2010, they notified you that you were in default under the agreement because the property had not been sold. As a result, the bank commenced foreclosure proceedings against two commercial properties. In regards costs charged to your loan, the bank stated that they are entitled to do an investigation of its collateral position under the terms of the loan documents. Moreover, the results of the investigation are for the bank's internal use and are not provided to the borrower. However, they may be used in judicial proceedings.

Concerning your issue that principal payments were not applied to your loan, the bank advised that they will apply each payment first to pay interest accrued to the day the lender receives the

The Customer Assistance Group's consumer complaint process is a service that is provided to customers of national banks. Information provided within this letter is specifically related to an individual consumer complaint and should not be construed as either a legal opinion of the OCC or a supervisory action. If you are not satisfied with resolution of your complaint, you may wish to consult legal counsel so as to preserve your rights.

Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050

Phone: (800) 613-6743, FAX: (713) 336-4301

Internet Address: www.HelpWithMyBank.gov

payment. Additional monies will be applied to bring the principal balance current and then applied to fees. If there are remaining funds, the funds are utilized to reduce the principal balance. They noted that funds received in July 2007 totaling \$22,274.46 were applied to your accrued and unpaid interest that totaled \$54,922.70. Bank records show that funds received in September 2008 were split between the principal and interest since the amount received satisfied the interest accrued and unpaid through September 29, 2008. On July 12, 2007, the bank applied an extra payment of \$878.94 to the accrued and unpaid interest that totaled \$33,062.51 as of that date. They noted that additional monies received on July 17, 2007, July 20, 2007, May 20, 2008, July 30, 2008, September 2, 2008, September 30, 2008, November 3, 2008, December 3, 2008, and January 12, 2009 were applied to the accrued and unpaid interest balance.

The bank confirmed that principal paid is not reported to the Internal Revenue Service (IRS) as mentioned in your complaint. They advised that \$53,358.70 in interest paid was reported to the IRS for 2007. They explained that there was an internal system adjustment as a result of the rate change to 6% as part of the forbearance agreement.

In March 2011, the bank retained new counsel, Ms. Diana J. Lee. They advised that you agreed to certain conditions pending mediation, including a stay on the bank's pending foreclosure proceedings. After the mediation was scheduled for April 7, 2011, the bank advised that you refused to attend unless demands for information were not met in advance. The mediation was rescheduled and occurred on April 27, 2011. Bank records show that they filed a request for a Restraining Order with the Santa Barbara County Superior Court against you on June 3, 2011.

As your difficulty with the bank was in mediation and is the subject of litigation, it is inappropriate for the Office of the Comptroller of the Currency (OCC) to intervene in this case. Our office examines national banks to ensure their compliance with specific statutes within our delegated authority. However, where a clearly defined civil dispute develops, an agency such as the OCC would be acting beyond its authority in acting as a trier of fact or adjudicator of civil disputes. Further, we are not authorized to review the merits of the judicial decision ultimately reached.

If the resolution failed to address your complaint, you may submit a written appeal request to CAG Management. Your request should state that it is an appeal, and identify all relevant or new facts that you believe were not considered in this review. If you have additional questions or need more guidance, please refer to www.HelpWithMyBank.gov.

Thank you for bringing this matter to our attention.

Sincerely,

Customer Assistance Group

The Customer Assistance Group's consumer complaint process is a service that is provided to customers of national banks. Information provided within this letter is specifically related to an individual consumer complaint and should not be construed as either a legal opinion of the OCC or a supervisory action. If you are not satisfied with resolution of your complaint, you may wish to consult legal counsel so as to preserve your rights.

Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050

Phone: (800) 613-6743, FAX: (713) 336-4301

Internet Address: www.HelpWithMyBank.gov



Comptroller of the Currency
Administrator of National Banks

August 14, 2012

William A Bookout
470 Price Street
Pismo Beach, CA 93449

Re: Case#: 01672308
SANTA BARBARA BANK & TRUST, NATIONAL ASSOCIATION

Dear Mr. Bookout:

You recently contacted us regarding the above case. Our records indicate that we have responded to you on several occasions. Your case involving your business loan contract dispute has been reviewed through each appeal level and is now closed.

We provided you with an initial response on July 16, 2008. After receiving additional correspondence, your complaint was elevated to a Tier I appeal and it was reviewed by a Customer Assistance Group manager. That response was forwarded to you on January 30, 2009, with another letter forwarded on June 30, 2011. When you expressed dissatisfaction with the outcome of the Tier I appeal, your case was elevated to a Tier II appeal and it was reviewed by the Ombudsman's office. Those responses were forwarded to you on July 15, August 2, and August 30, 2011.

We understand that you may continue to disagree with the outcome of your case. However, your case has been reviewed at three levels and our previous determination remains unchanged. The OCC cannot resolve contractual disputes between banks and their customers. Where a clearly defined civil dispute develops, an agency such as the OCC would be acting beyond its authority as a trier of fact or adjudicator of civil disputes. We are unable to assist you further with this matter, and we will not respond to future correspondence. At this time, we can only suggest you seek other avenues of redress.

Sincerely,

The Customer Assistance Group's consumer complaint process is a service that is provided to customers of national banks and federal savings associations (thrifts). Information provided within this letter is specifically related to an individual consumer complaint and should not be construed as either a legal opinion of the OCC or a supervisory action. If you are not satisfied with the resolution of your complaint, you may wish to consult legal counsel so as to preserve your rights.

Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050
Phone: (800) 613-6743, FAX: (713) 336-4301

Internet Address: www.helpwithmybank.gov



Comptroller of the Currency
Administrator of National Banks

April 10, 2008

PACIFIC CAPITAL BANK, NATIONAL ASSOCIATION
Attn: Sharon Prihoda, VP Compliance Manager
1 S. Los Carneros
Compliance Department 98-13
Goleta CA 93117

Re: Mr. William A. Bookout
Pismo Beach CA
Case#: 770567

The consumer referenced above has submitted a complaint to the Customer Assistance Group of the Office of the Comptroller of the Currency (OCC), which involves your bank. Please make note of the case number listed above. You should reference this case number when inquiring about the case by phone or include this number on any correspondence you may provide to this office. For your evaluation of this matter we are enclosing a copy of the complaint file.

Please evaluate this information and provide a response to your customer with a copy to this office within 10 days. If you believe it is in your bank's interest to respond directly to us, you may do that instead. Please include any attachments, enclosures or supporting documents, which support your position on this matter in your response. We prefer a response by fax. The fax number for this office is referenced below. If the documents are too bulky to fax, you may mail the documents to the below referenced address. If you have questions, you may contact me at the number below.

Sincerely,

Customer Assistance Group

Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050
Phone: (800) 613-6743, FAX: (713) 336-4302
Internet Address: www.HelpWithMyBank.gov



Comptroller of the Currency
Administrator of National Banks

July 16, 2008

William A. Bookout
470 Price Street
Pismo Beach CA 93449

Re: Case# 770567
PACIFIC CAPITAL BANK, NATIONAL ASSOCIATION

Dear Mr. Bookout:

The Office of the Comptroller of the Currency (OCC) is responding to your letter regarding the above-mentioned bank, which we received from the Federal Reserve Bank (FRB). The focus of the OCC's review of consumer complaints against national banks is to determine whether the banks' actions are consistent with banking statutes, regulations or any policies that are applicable to nationally chartered banking institutions.

In your correspondence with this agency, you expressed concern in regards to the payment processing of your business loan. You indicated that the bank was not applying your payments correctly.

The OCC contacted the bank, which responded to us regarding your concerns. The bank advised a forbearance agreement was executed on June 30, 2007. This agreement included an expense account that was to be created at the bank, under the bank's control, in the amount of \$48,199.46. These funds were to allow the bank to disburse \$22,274.46 to pay towards the monthly principal and interest payments owing on the Note for the earliest five past due monthly payments (May 2006, June 2006, July 2007 and August 2006). The remaining \$25,929.00 was transferred to the expense holding account. The bank provided a detail of the disbursements from this account as follows:

Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050
Phone: (800) 613-6743, FAX: (713) 336-4301
Internet Address: www.HelpWithMyBank.gov

Expense Holding Account - #101591626

7/03/2007	Borrower Deposit	\$25,929.00	\$25,929.00
06/22/2007	Phase I – 470 Price St.	1,900.00	24,029.00
06/22/2007	Phase I – 1341 Pose Robies	1,900.00	22,129.00
07/06/2007	Attorney Fees	875.00	21,254.00
07/11/2007	Broker's Opinion of Value	200.00	21,054.00
07/11/2007	Tax Service	65.00	20,989.00
07/11/2007	Flood Certification	25.00	20,964.00
07/11/2007	Title Charges	556.00	20,408.00
07/11/2007	Appraisal Fee – 470 Price St.	2,500.00	17,908.00
07/11/2007	Appraisal Fee – 1341 Posa Robies	3,000.00	14,908.00
07/11/2007	Foreclosure fees to date	6,905.54	8,002.46
07/30/2007	Appraisal Fee – personal Property	2,000.00	6,002.46
08/09/2007	Attorney Fees through 06/30/2007	4,861.67	1,140.79
08/22/2007	Attorney Fees through 07/31/2007	1,078.45	62.34
09/13/2007	Attorney Fees through 08/31/2007	850.00	(787.66)
09/25/2007	Borrower Deposit	518.88	(268.78)
10/01/2007	Attorney Fees through 09/30/2007	25.00	(293.78)
	Holdback Funds		0.00
	Amount due from Borrower		(293.78)

As stated in the forbearance agreement you were in default on the principal and interest payments on the Note for May 2006 and the 13 months thereafter. You provided the bank with additional collateral to allow the forbearance agreement to be obtained. Included in the forbearance agreement it states, should any party engage an attorney for the purpose of enforcing or construing this agreement, or any judgment based on this agreement, in connection with any legal proceeding whatsoever, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all fees. Therefore, the bank has assessed the attorney fees to your loan.

In your correspondence, you mentioned of payments in the amount of \$518.88 and \$6,000.00. As you will see above, the bank applied those amounts to the fees that were assessed to the account as the forbearance agreement stated could be done.

When consumers and creditors enter into credit card agreements, each party has certain responsibilities. The responsibility of the creditor is to extend credit up to the credit limit and to provide accurate and timely billing information. The consumer is responsible for making timely payments on the account. When payments are not made in the manner agreed upon, the account

is in default and the creditor may exercise its legal right to obtain repayment, including filing suit against the consumer. Although many creditors attempt to work with consumers who are experiencing financial difficulties by establishing alternative payment plans, creditors are not required to do so.

This dispute involves contractual issues. The forbearance agreement states, should any party engage an attorney for the purpose of enforcing or construing this agreement, or any judgment based on this agreement, in connection with any legal proceeding whatsoever, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all fees. In addition, the forbearance agreement includes that the bank may terminate the agreement in the event of default on the loan. The OCC cannot resolve contractual disputes between national banks and their customers. Where a clearly defined civil dispute develops, an agency such as the OCC would be acting beyond its authority as a trier of fact or adjudicator of civil disputes. Our office examines national banks to ensure compliance with applicable laws. Information gathered from this complaint will be made available to the national bank examiners for their use in supervision of the bank.

The Customer Assistance Group's consumer complaint process is a service that is provided to customers of national banks. Information provided within this letter is specifically related to an individual consumer complaint and should not be construed as either a legal opinion of the OCC or a supervisory action. If you are not satisfied with resolution of your complaint, you may wish to consult legal counsel so as to preserve your rights.

Although we understand this matter may not have resulted in your satisfaction, we are pleased that we could be of assistance. Should you have future questions or concerns involving a national bank, please feel free to contact this agency once again.

Sincerely,

Debra Baker

Customer Assistance Group
Customer Service Manager



**PACIFIC CAPITAL
BANK**



June 3, 2008

Customer Assistance Group
Comptroller of the Currency
1301 McKinney St., Suite 3450
Houston, Texas 77010-9050

RE: Mr. William A. Bookout
Pismo Beach, California
Case No.: 770567 Faxed Letter of April 16, 2008

Dear Sir or Madam:

Pacific Capital Bank has received and reviewed a faxed letter dated April 16, 2008 addressed to the Office of the Comptroller (the "Complaint"), forwarded to the Bank by you on May 19, 2008, setting forth Mr. Bookout's second complaint against the Bank. (The Bank previously responded in full to the first complaint.) Based upon our understanding of the Complaint, the Bank responds as follows.

The first of the apparent issues relates to the online reversal of late fees charged against Mr. Bookout's current payments. These reversals were to correct application of current payments to late fees before Mr. Bookout brought the interest current on his loan. This problem is entirely a matter of Mr. Bookout's own making. He has been instructed to make his payments directly to the Bank's SBA Division office in San Diego, as the Bank is entitled to do under the loan documents. In direct violation of this instruction, he has made payments at the Bank's local branch. These improperly-tendered payments, when processed through the Bank's automatic payment processing system, are not allocated properly. When this occurs, the officer in charge of the loan then has to manually correct the allocation of the payment on the system. If Mr. Bookout would simply comply with the Bank's instructions to make the payment to the San Diego office, there would be no problems, as the payment would be properly allocated upon presentation. (As an aside, the late fees which accrued prior to the forbearance agreement have not been forgiven, and will be collected at the time specified under the loan documents.)

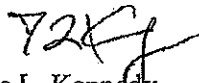
The second of the apparent issues concerns the Bank's alleged failure to allocate payments as Mr. Bookout wants. In this, he is attempting to rewrite the applicable documents. The note he signed provides for the allocation of payments, which requires that payments be first applied to interest. Until Mr. Bookout has paid all the accrued but unpaid interest, no payments will be credited against principal. This is consistent with his agreement with the Bank.

With regard to past accounting for payments, as part of his forbearance agreement with the Bank Mr. Bookout released any claims he had against the Bank as of June, 2007; this has the effect of validating the application of his payments prior to that date. Without in any way waiving the Bank's rights under that release, the Bank attaches a transcript of the loan account, which shows that interest has been paid through February 25, 2008. This transcript conforms to the information on the Bank's online records.

The remainder of the questions appear addressed to your office, rather than to the Bank. However, as the foregoing shows, the Bank is in compliance with the applicable loan documents and agreements. And, as mentioned, this matter would be easier to manage, and Mr. Bookout would likely have fewer questions or concerns, if he were to make the payments as instructed.

We reiterate that Pacific Capital Bank is concerned whenever a customer feels that he or she has not received the service to which they are entitled. In this instance, however, we feel that any criticism is completely unwarranted. The Bank has properly applied the payments made and is in compliance with the loan documents and the parties' forbearance agreement. We do not believe the matters raised in Mr. Bookout's most recent letter have any validity.

Sincerely,


Joe L. Kennedy
VP & SBA Program Manager

**U.S. SMALL BUSINESS ADMINISTRATION
Lender's Transcript of Account**

Name of Borrower: William A Bookout DBA Ocean Nurseries		Loan Number: 100983501
Name of Lender: Pacific Capital Bank, N.A.	Amount of Loan: \$450,000.00	Int. Day Basis: ACT/365

Repayment Terms as Stated in the Note:
 Note dated October 6, 2003. Maturity date is 18 years from date of Note (October 6, 2021). Initial interest rate is 6.00% per year, adjusted monthly (the change period), Prime Rate plus 2.00%. Principal and interest payments of \$3,411.73 every month, beginning one month from the month this Note is dated, payments must be made on the same day as the date of this Note in the month they are due.

DATE	AMOUNT DISBURSED	AMOUNT REPAID	APPLICATION OF PAYMENT:		INT RATE	INTEREST PAID		PRINCIPAL BALANCE
			PRINCIPAL	INTEREST		FROM	TO	
10/10/03	\$385,246.89	\$0.00	\$0.00	\$0.00	6.0000%			\$385,246.89
10/14/03	\$65,753.11	\$0.00	\$0.00	\$0.00	6.0000%			\$450,000.00
11/06/03	\$0.00	\$3,411.73	\$1,457.06	\$1,954.67	6.0000%	10/10/03	11/06/03	\$448,542.94
12/12/03	\$0.00	\$3,412.99	\$758.60	\$2,654.39	6.0000%	11/06/03	12/12/03	\$447,784.34
01/12/04	\$0.00	\$3,412.99	\$1,131.14	\$2,281.85	6.0000%	12/12/03	01/12/04	\$446,653.20
02/09/04	\$0.00	\$3,412.99	\$1,357.17	\$2,055.82	6.0000%	01/12/04	02/09/04	\$445,296.03
03/10/04	\$0.00	\$3,412.99	\$1,217.01	\$2,195.98	6.0000%	02/09/04	03/10/04	\$444,079.02
04/06/04	\$0.00	\$3,412.99	\$1,442.01	\$1,970.98	6.0000%	03/10/04	04/06/04	\$442,637.01
05/10/04	\$0.00	\$3,412.99	\$939.08	\$2,473.91	6.0000%	04/06/04	05/10/04	\$441,697.93
06/07/04	\$0.00	\$3,412.99	\$1,379.97	\$2,033.02	6.0000%	05/10/04	06/07/04	\$440,317.96
07/01/04	\$0.00	\$0.00	\$0.00	\$0.00	6.2500%			\$440,317.96
07/12/04	\$0.00	\$3,409.43	\$842.92	\$2,566.51	6.2500%	06/07/04	07/12/04	\$439,475.04
08/18/04	\$0.00	\$3,409.43	\$625.10	\$2,784.33	6.2500%	07/12/04	08/18/04	\$438,849.94
09/01/04	\$0.00	\$0.00	\$0.00	\$0.00	6.5000%			\$438,849.94
09/08/04	\$0.00	\$3,470.85	\$1,871.77	\$1,599.08	6.5000%	08/18/04	09/08/04	\$436,978.17
10/01/04	\$0.00	\$0.00	\$0.00	\$0.00	6.7500%			\$436,978.17
11/23/04	\$0.00	\$7,129.11	\$1,056.32	\$6,072.79	6.7500%	09/08/04	11/23/04	\$435,921.85
12/01/04	\$0.00	\$0.00	\$0.00	\$0.00	7.0000%			\$435,921.85
01/01/05	\$0.00	\$0.00	\$0.00	\$0.00	7.2500%			\$435,921.85
01/18/05	\$0.00	\$7,129.11	\$2,420.57	\$4,708.54	7.2500%	11/23/04	01/18/05	\$433,501.28
01/25/05	\$0.00	\$124.12	\$0.00	\$124.12	7.2500%	01/18/05	01/19/05	\$433,501.28
02/15/05	\$0.00	\$1,511.90	\$0.00	\$1,511.90	7.2500%	01/19/05	02/01/05	\$433,501.28
03/01/05	\$0.00	\$0.00	\$0.00	\$0.00	7.5000%			\$433,501.28
03/08/05	\$0.00	\$2,410.97	\$0.00	\$2,410.97	7.5000%	02/01/05	03/08/05	\$433,501.28
04/01/05	\$0.00	\$0.00	\$0.00	\$0.00	7.7500%			\$433,501.28
05/08/05	\$0.00	\$2,776.17	\$0.00	\$2,776.17	7.7500%	03/04/05	04/03/05	\$433,501.28
06/01/05	\$0.00	\$0.00	\$0.00	\$0.00	8.0000%			\$433,501.28
07/01/05	\$0.00	\$0.00	\$0.00	\$0.00	8.2500%			\$433,501.28
07/22/05	\$0.00	\$11,474.59	\$1,397.19	\$10,077.40	6.2500%	04/03/05	07/22/05	\$432,104.09
07/25/05	\$0.00	\$3,758.59	\$3,465.59	\$293.00	8.2500%	07/22/05	07/25/05	\$428,638.50
08/23/05	\$0.00	\$256.98	\$0.00	\$256.98	8.2500%	07/25/05	07/27/05	\$428,638.50
09/01/05	\$0.00	\$0.00	\$0.00	\$0.00	8.5000%			\$428,638.50
10/01/05	\$0.00	\$0.00	\$0.00	\$0.00	8.7500%			\$428,638.50
11/01/05	\$0.00	\$0.00	\$0.00	\$0.00	9.0000%			\$428,638.50
11/28/05	\$0.00	\$4,100.00	\$0.00	\$4,100.00	9.0000%	07/27/05	09/07/05	\$428,838.50
01/01/06	\$0.00	\$0.00	\$0.00	\$0.00	9.2500%			\$428,838.50

Duplicate of SBA Form 1149 (3-00)
 REF SOP 6050
 Previous Editions Obsolete
 (This form is a necessary part of the
 SBA GUARANTY purchase package.)

See Reverse Side for Instructions

U.S. SMALL BUSINESS ADMINISTRATION
Lender's Transcript of Account

Name of Borrower: William A Bookout, DBA Ocean Nursery		Loan Number: 100983501
Name of Lender: Pacific Capital Bank, N.A.	Amount of Loan: \$450,000.00	Int. Day Basis: ACT/365

Repayment terms as stated in the Note:
Note dated October 6, 2003, Maturity date is 18 years from date of Note (October 6, 2021). Initial interest rate is 6.00% per year, adjusted monthly (the change period) Prime Rate plus 2.00%. Principal and interest payments of \$3,417.45 every month beginning one month from the month this Note is dated, payments must be made on the same day as the date of this Note in the months they are due.

DATE	AMOUNT DISBURSED	AMOUNT REPAID	APPLICATION OF PAYMENT		INT RATE	INTEREST PAID		PRINCIPAL BALANCE
			PRINCIPAL	INTEREST		FROM	TO	
01/17/06	\$0.00	\$4,209.14	\$0.00	\$4,209.14	9.2500%	09/07/05	10/18/05	\$428,638.50
02/01/06	\$0.00	\$0.00	\$0.00	\$0.00	9.5000%			\$428,638.50
02/24/06	\$0.00	\$12,562.00	\$0.00	\$12,562.00	9.5000%	10/18/05	02/12/06	\$428,638.50
03/23/06	\$0.00	\$12,740.46	\$8,614.20	\$4,126.26	9.5000%	02/12/06	03/23/06	\$420,024.30
04/01/06	\$0.00	\$0.00	\$0.00	\$0.00	9.7500%			\$420,024.30
06/01/06	\$0.00	\$0.00	\$0.00	\$0.00	10.0000%			\$420,024.30
07/01/06	\$0.00	\$0.00	\$0.00	\$0.00	10.2500%			\$420,024.30
07/06/07	\$0.00	\$22,274.46	\$0.00	\$22,274.46	6.0000%	03/23/06	10/02/06	\$420,024.30
07/12/07	\$0.00	\$5,000.00	\$0.00	\$5,000.00	6.0000%	10/02/06	11/15/06	\$420,024.30
07/17/07	\$0.00	\$5,000.00	\$0.00	\$5,000.00	6.0000%	11/15/06	12/27/06	\$420,024.30
07/20/07	\$0.00	\$4,600.00	\$0.00	\$4,600.00	6.0000%	12/27/06	02/03/07	\$420,024.30
09/10/07	\$0.00	\$4,121.06	\$0.00	\$4,121.06	6.0000%	02/03/07	03/09/07	\$420,024.30
10/04/07	\$0.00	\$4,121.06	\$0.00	\$4,121.06	6.0000%	03/09/07	04/12/07	\$420,024.30
12/03/07	\$0.00	\$4,121.06	\$0.00	\$4,121.06	6.0000%	04/12/07	05/16/07	\$420,024.30
12/12/07	\$0.00	\$4,121.06	\$0.00	\$4,121.06	6.0000%	05/16/07	06/19/07	\$420,024.30
02/29/08	\$0.00	\$4,121.06	\$0.00	\$4,121.06	6.0000%	06/19/07	08/12/07	\$420,024.30
03/28/08	\$0.00	\$4,200.00	\$0.00	\$4,200.00	6.0000%	08/12/07	10/10/07	\$420,024.30
05/01/08	\$0.00	\$4,200.00	\$0.00	\$4,200.00	6.0000%	10/10/07	12/10/07	\$420,024.30
05/20/08	\$0.00	\$5,200.00	\$0.00	\$5,200.00	6.0000%	12/10/07	02/25/08	\$420,024.30

I Certify This to be a True Copy of Transcript of Account		Date
Signature: <u>Michell Najera</u>	Corporate Officer	May 30, 2008
Title		



**PACIFIC CAPITAL
BANK**

April 18, 2008



Customer Assistance Group
Comptroller of the Currency
1301 McKinney St., Suite 3450
Houston, Texas 77010-9050

RE: Mr. William A. Bookout
Pismo Beach, California
Case No.: 770567

Dear Sir or Madam:

Pacific Capital Bank has received and reviewed the Customer Complaint Form and related materials ("Complaint") setting forth Mr. Bookout's allegations against the Bank. Based upon our understanding of the Complaint, the Bank responds as follows.

This matter arose from a seriously delinquent loan where the Bank was willing to forbear from foreclosure and to extend a favorable, under market interest rate conditioned upon Mr. Bookout's strict performance of agreed-upon workout terms and conditions. The negotiations between the parties resulted in a Forbearance and Workout Agreement ("Forbearance Agreement") which was signed by Mr. Bookout and the Bank. As Mr. Bookout's complaint acknowledges, the Forbearance Agreement resolved all outstanding issues (and included a complete release (§9)) and provided a means by which the then-existing defaults could be cured over time. We understand the Complaint to focus upon post-Agreement issues.

As the Forbearance Agreement reflects, Mr. Bookout was required to deposit certain sums into a "Suspense Account" which was to be applied against outstanding obligations according to the terms of the Forbearance Agreement. In a letter dated August 1, 2007, a copy of which is included with this response, Mr. Lazar, outside counsel for the Bank, provided Mr. Bookout with an accounting of the application of the funds from the Suspense Account. That letter provided that if Mr. Bookout had any questions regarding the accounting, he should contact Mr. Lazar. As of the date of this response, no assertions of inaccuracies in the Bank's accounting have been made, and we find nothing in the Complaint which indicates any disagreement with the August 1st accounting. Given Mr. Bookout's total silence upon receipt of the August 1st letter and the absence of any specification in the Complaint of improper application of funds, the Bank can only conclude that the accounting was accurate and the application of the funds consistent with the Forbearance Agreement.

Given Mr. Bookout's admission the accounting of the application of funds from the Suspense Account showed no improper practices, the only other substantive complaint appears to be that the Bank's online records do not show a reduction of principal over time. The Forbearance Agreement provided, in essence (§3(a)), that as long as Mr. Bookout strictly complied with the terms of the Forbearance Agreement, the outstanding principal and the then unpaid interest (which was substantial) would be amortized over the remaining life of the loan at a preferential interest rate which has, in fact, only been assessed against the outstanding principal. Although the Forbearance Agreement modified the amount of Mr. Bookout's monthly payments, it did not modify the terms of the Note with respect to the allocation of the payments to interest and principal. The Bank has applied the payments received from Mr. Bookout pursuant to the Note which provides: "Lender will apply each installment payment first to pay interest accrued to the day

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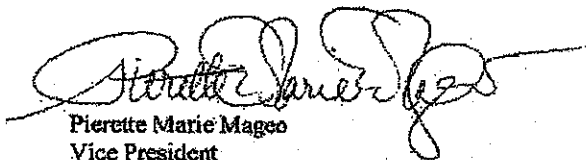
Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal." As such, the monthly payments received are first applied against the accrued but unpaid interest. (There was no delinquent interest forgiveness.) As of the date of this letter, interest is paid through October of 2007; future payments will be applied only to accrued but unpaid interest until all interest obligations are brought current. The significant unpaid interest at the time the Forbearance Agreement was executed is the reason the principal balance, accurately reflected in the online record, has not been reduced.

In spite of his recognition the Forbearance Agreement resolved all outstanding matters, Mr. Bookout does appear to attempt to resurrect one issue: the handling of the proceeds of an insurance payment. The facts are essentially as follows. Mr. Bookout received an insurance settlement check made payable to him and the Bank. As it was entitled to do, the Bank took possession of those proceeds, because they represented a payment for lost collateral. The Bank nonetheless agreed that in the context of a workout, those insurance proceeds could be applied to meet Mr. Bookout's obligations under a workout agreement which is, in fact, what happened. (This meant, of course, that Mr. Bookout did not have to raise an equivalent amount in cash to fund the workout.) As the accounting included with the August 1st letter shows, the Bank moved the insurance proceeds to the Suspense Account on June 22nd and applied them in payment of Mr. Bookout's obligations under the Forbearance Agreement. This issue was one of those addressed in Mr. Lazar's August 1st letter and there was no objection by Mr. Bookout to the explanation at that time.

Finally, the Bank strongly disagrees with any suggestion this matter was handled inappropriately. Resolution of the matter was made difficult by Mr. Bookout's attempts to circumvent the personnel to whom the matter had been assigned. (See, for example, letter of June 8th, which is included with the Complaint.) It was also made more difficult by Mr. Bookout's threats to involve the media in the matter in lieu of addressing the bona fides of any dispute.

Pacific Capital Bank is concerned whenever a customer feels that he or she has not received the service to which they are entitled. In this instance, however, we feel that any criticism is completely unwarranted. The Bank worked hard to put a seriously-delinquent loan in a performing status so that Mr. Bookout did not suffer a foreclosure. We do not believe his recently resurrected criticism has any validity.

Sincerely,



Pierette Marie Mageo
Vice President

Encl: letter of August 1, 2007