

**Important Tax Information Document**

**Address Service Requested**

000341-2075-99A-00341-001



00002-00001-00176

**William A Bookout**  
 470 Price St  
 Pismo Beach, CA 93449

**CORRECTED (if checked)**

LENDER'S name, street address, city, state, ZIP code, and telephone no.  <b>UNION BANK SUCCESSOR TO SBB&amp;T</b> <b>PO BOX 54528</b> <b>LOS ANGELES, CA 90054-0528</b> <b>(888)400-7228</b>		OMB No. 1545-0877  <b>2012</b>  Form 1099-A	<b>Acquisition or Abandonment of Secured Property</b>
LENDER'S federal identification number <b>94-0304228</b>	BORROWER'S identification number <b>[REDACTED]</b>	1 Date of lender's acquisition or knowledge of abandonment <b>02/22/2012</b>	
BORROWER'S name <b>William A Bookout</b>  Street address (including apt. no.)  <b>470 Price St</b>  City, state, and ZIP code <b>Pismo Beach, CA 93449</b>		3	4 Fair market value of property <b>\$189,000.00</b>
Account number (see instructions) <b>100983501</b>		5 If checked, the borrower was personally liable for repayment of the debt <input type="checkbox"/>	
		6 Description of property <b>UCC FILING @ STATE OF CA</b> <b>LOCATED @ 1341</b>	

**Copy B**  
**For Borrower**  
 This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.

Form 1099-A

(keep for your records)

Department of the Treasury - Internal Revenue Service



## Instructions for Borrower

Certain lenders who acquire an interest in property that was security for a loan or who have reason to know that such property has been abandoned must provide you with this statement. You may have reportable income or loss because of such acquisition or abandonment. Gain or loss from an acquisition generally is measured by the difference between your adjusted basis in the property and the amount of your debt canceled in exchange for the property, or, if greater, the sale proceeds. If you abandoned the property, you may have income from the discharge of indebtedness in the amount of the unpaid balance of your canceled debt. The tax consequences of abandoning property depend on whether or not you were personally liable for the debt. Losses on acquisitions or abandonments of property held for personal use are not deductible. See Pub. 4681 for information about your tax consequences.

Property means any real property (such as a personal residence); any intangible property, and tangible personal property that is held for investment or used in a trade or business.

If you borrowed money on this property with someone else, each of you should receive this statement.

**Borrower's identification number.** For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

**Account number.** May show an account or other unique number the lender assigned to distinguish your account.

**Box 1.** For a lender's acquisition of property that was security for a loan, the date shown is generally the earlier of the date title was transferred to the lender or the date possession and the burdens and benefits of ownership were transferred to the lender. This may be the date of a foreclosure or execution sale or the date your right of redemption or objection expired. For an abandonment, the date shown is the date on which the lender first knew or had reason to know that the property was abandoned or the date of a foreclosure, execution, or similar sale.

**Box 2.** Shows the debt (principal only) owed to the lender on the loan when the interest in the property was acquired by the lender or on the date the lender first knew or had reason to know that the property was abandoned.

**Box 4.** Shows the fair market value of the property. If the amount in box 4 is less than the amount in box 2, and your debt is canceled, you may have cancellation of debt income. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

**Box 5.** Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, when it was last modified.

**Box 6.** Shows the description of the property acquired by the lender or abandoned by you. If "CCC" is shown, the form indicates the amount of any Commodity Credit Corporation loan outstanding when you forfeited your commodity.

August Payments:	\$27,353.00
September Payments:	\$24,960.00
October Payments:	\$20,622.00
November Payments:	\$17,119.00
December Payments:	\$14,251.00

## Form 1099-K: Merchant Card and Third Party Network Transactions

### Transferor:

Transferor's Federal Identification Number (FIN): 371653698  
 BANK OF AMERICA N.A.  
 MERCHANT REPORTING  
 P O BOX 6608  
 HAGERSTOWN, MD 21741-6608

### Employee:

Employee's Identification Number: [REDACTED]  
 WILLIAM A BOOKOUT  
 470 PRICE ST STE C  
 PISMO BEACH, CA 93449-2594

Submission Type:	Original document
Account Number (Optional):	00101T01322135950877
PSE-EPF Indicator:	Check box if FILER is Payment Settlement Entity (PSE)
Merchant Category Code:	5261
Transactions Reported:	Check box if TRANSACTIONS are Payment Card
Number of Transactions:	0
Gross Amount:	\$43,079.00
January Payments:	\$6,480.00
February Payments:	\$9,971.00
March Payments:	\$11,871.00
April Payments:	\$14,756.00
May Payments:	\$0.00
June Payments:	\$0.00
July Payments:	\$0.00
August Payments:	\$0.00
September Payments:	\$0.00
October Payments:	\$0.00
November Payments:	\$0.00
December Payments:	\$0.00

## Form 1099-A Acquisition or Abandonment of Secured Property

**Lender:**

Lender's Federal Identification Number (FIN): 940304228  
UNION BANK SUCCESSOR TO SBB&T  
PO BOX 54528  
LOS ANGELES, CA 90054-0528

**Borrower:**

Borrower's Identification Number:  
WILLIAM A BOOKOUT  
470 PRICE ST  
PISMO BEACH, CA 93449-0000

Submission Type:	Original document
Account Number:	100983501
Date of Lender's Acquisition or Knowledge of Abandonment:	02-22-2012
Balance of Principal Outstanding:	0.00
Fair Market Value of Property:	\$189,000.00
Was Borrower Personally Liable for Repayment of the Debt?:	
Description of Property:	UCC FILING @ STATE OF CA LOCATED @ 1341

**Form 1098 Mortgage Interest Statement**

**Recipient/Lender:**

Recipient's Federal Identification Number (FIN): 452575622  
WCHOB LLC  
C/O WESTDALE CAPITAL LTD  
3100 MONTICELLO STE 600  
DALLAS, TX 75205-0000

**Payer/Borrower:**

Payer's Social Security Number:  
WILLIAM BOOKOUT  
470 PRICE STREET  
PISMO BEACH, CA 93449-0000

Submission Type:	Original document
Account Number (Optional):	30273
Mortgage Interest Received from Payer(s)/Borrower(s):	\$19,922.00
Points Paid on Purchase of Principal Residence:	0.00
Refund of Overpaid Interest:	0.00
Mortgage Insurance Premiums:	0.00


**Form 1098 Mortgage Interest Statement**

Cashier's Check - Customer Copy

No. 0755210563  
Date 10/17/17 12:28:14 PM

Void After 90 Days  
91-170/1221  
NAZ

ARROYO GRANDE  
0004 0000834 0006

Pay  BANK OF AMERICA **3476871**  
THREE FOUR SEVEN SIX EIGHT CT SCTS  
\*\*Thirty Four Thousand Seven Hundred Sixty Eight and 71/100 Dollars\*\*  
To The UNION BANK  
Order Of GRAD THEFT & IRS FRAUD ON LOAN#100983501

**\*\*\$34,768.71\*\***

Remitter (Purchased By): WILLIAM A BOOKOUT

Bank of America, N.A.  
PHOENIX, AZ

Not-Negotiable  
Customer Copy  
Retain for your Records  
457002931717




Cashier's Check

No. 0755210563

Money to Purchase: In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days  
91-170/1221  
Date 10/17/17 12:28:14 PM  
NAZ

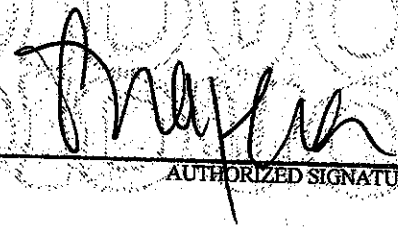
ARROYO GRANDE  
0004 0000834 0006

Pay  BANK OF AMERICA **3476871**  
THREE FOUR SEVEN SIX EIGHT CT SCTS  
\*\*Thirty Four Thousand Seven Hundred Sixty Eight and 71/100 Dollars\*\*  
To The UNION BANK  
Order Of GRAD THEFT & IRS FRAUD ON LOAN#100983501

**\*\*\$34,768.71\*\***

Remitter (Purchased By): WILLIAM A BOOKOUT

Bank of America, N.A.  
PHOENIX, AZ

  
AUTHORIZED SIGNATURE

⑈0755210563⑈ ⑆122101706⑆ 457002931717⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.



Cashier's Check

No. 0755210568

Original Amount Paid: \$34,933.26 Date: 01/17/02 15:00 PM

APPROVED FOR DEPOSIT  
DATE: 01/17/02  
BY: [Signature]



\$34,933.26

Thirty Four Thousand Nine Hundred Thirty Three and 26/100 Dollars  
To The ORDER OF UNO CRANE  
GRANT HEFFNER'S FRAUD ON LOAN# 100983501

*[Handwritten Signature]*

AUTHORIZED SIGNATURE

Receiver (Purchased By): WILLIAM A BOCKOET  
Bank of America, N.A.  
PHOENIX, AZ

⑈0755210568⑈ ⑆122104706⑆ 457002931717⑈

THE ORIGINAL OWNER OF THIS CHECK IS RESPONSIBLE FOR THE PAYEE'S ACCOUNTING AND RECORDS. THE BANK OF AMERICA IS NOT RESPONSIBLE FOR THE PAYEE'S ACCOUNTING AND RECORDS.

**From:** Robert Forouzandeh [mailto:[rforouzandeh@rppmh.com](mailto:rforouzandeh@rppmh.com)]

**Sent:** Tuesday, February 11, 2014 3:29 PM

**To:** Bill Bookout

**Cc:** Richard Rossi [richard@rossilegal.com] (richard@rossilegal.com); Chris Gautschi (sanschromo@yahoo.com); Diana Lee

**Subject:** RE: In re William Arthur Bookout USBC Cen. Dist. CA.CaseNo.9:11-bk-15818 Union Banks Fraud, Breach of Contract and Perjury

Mr. Bookout:

As you requested, please find attached a copy of your 2012 Form 1099-A.

If you have any questions please feel free to contact me to discuss.

**Robert B. Forouzandeh**

Attorney at Law

Reicker, Pfau, Pyle & McRoy LLP

1421 State Street, Suite B

Santa Barbara, CA 93101

Tel: 805-966-2440

Fax: 805-966-3320

E-mail: [rforouzandeh@rppmh.com](mailto:rforouzandeh@rppmh.com)

Website: [www.reickerpfau.com](http://www.reickerpfau.com)

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# COMBINED TAX STATEMENT FOR CALENDAR YEAR 2012

UNION BANK, N.A.  
Bank Operations Support, V03-489  
PO BOX 54828  
LOS ANGELES, CA 90054-0528

FEDERAL I.D.# 94-0304228

THIS STATEMENT REPORTS 1099-DIV (OMB No. 1545-0110),  
1099-INT (OMB No. 1545-0112), 1099-OID (OMB No. 1545-0117),  
1099 (OMB No. 1545-0001), 1099-MISC (OMB No. 1545-0118),  
1099-B (OMB No. 1545-0745), 1099-S (OMB No. 1545-0057),  
1099-A (OMB No. 1545-0077), 1099-C (OMB No. 1545-1424).

William A Bookout  
470 Price St  
Pismo Beach CA 93449

TAX PAYER I.D. NUMBER

CORRECTION AS OF 02/11/14

Please make sure that the number above  
is correct for these accounts, since there  
are penalties for incorrect numbers.

\* \* 2012 FORM 1099-A, ACQ/ABNEN PROP \* \*

000000100983501	ACQ/ABNEN PROP		
	BALANCE OF PRINCIPAL OUTSTANDING	2	\$395,320.40
	FAIR MARKET VALUE OF PROPERTY	4	\$189,000.00
	DATE OF LENDER ACQUISITION OF KNOWLEDGE OF ABANDONMENT	1	2/22/2012
	UCC FILING @ STATE OF CA LOCATED	6	1341 DESCRIPTION

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable, this item is required to be reported or taxable income results from this transaction and the IRS determines that it has not been reported.

Form 1099: The information in boxes 1, 2, and 3 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.

\*Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

SEE REVERSE SIDE FOR INSTRUCTIONS  
**Union Bank**



**SANTA BARBARA  
BANK & TRUST**

P.O. Box 60839  
Santa Barbara, CA 93160-0839

Contact Information:  
Customer Service: 888.400.SBBT  
Website: [www.sbbt.com](http://www.sbbt.com)

Date: 09/23/2011.

Bill Bookout  
DBA Oceano Nursery  
470 Price St  
Pismo Beach CA 93449

Payment Notice  
Account Number:  
100983501

Current Loan Balance:	390,996.91
Current Interest Rate:	6.0000
Payment Due:	4,121.06
Escrow Due:	0.00
Previous Due:	86,542.26
Charges/Fees Due:	29,649.91
Total Amount Due:	120,313.23
Payment Due Date:	10/06/2011

After 10/06 pay 120,313.23

If you have any questions regarding this information, please call our Customer Contact Center at the phone number provided above. Thank you.

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Please remit your payment

Bill Bookout  
Account Number: 100983501  
  
Santa Barbara Bank & Trust  
PO BOX 60654  
Santa Barbara, CA 93160-0654

Payment Due: 4,121.06  
Escrow Due: 0.00  
Previous Due: 86,542.26  
Charges/Fees: 29,649.91  
  
Total Due: 120,313.23  
Due Date: 10/06/2011



P.O. Box 60839, S.B., CA, 93160-0839

Contact Information:  
 Customer Service: 866.733.2756  
 Website: www.fbslo.com

100983501

Bill Bookout  
 DBA Oceano Nursery  
 470 Price St  
 Pismo Beach CA 93449

Dec 31, 2007

\*\*\*\*FOR TAX REPORTING PURPOSES, PLEASE REFER TO IRS FORM 1098.\*\*\*\*

Page 1

For your information we are providing you with this annual statement showing information on your loan for the previous twelve months. Additional accountings may be requested for a fee. If you have any questions concerning this statement, please call the number above. Thank you.

\*\*\* LOAN HISTORY STATEMENT as of 12/31/2007 \*\*\*  
 \*\*\* Account Summary \*\*\*

Ending Principal Balance	420,024.30
Payments of Principal and Interest	53,358.70
Principal Paid YTD	0.00
Interest Paid YTD	53,358.70
Late Charges Paid YTD	0.00
Mortgage Ins Paid YTD	0.00

\*\*\* ACCOUNT ACTIVITY \*\*\*  
 \*\*\* For the Period 01/01/2007 thru 12/31/2007 \*\*\*

DATE	TRAN DESCRIPTION	PRINCIPAL/OTHER	INTEREST	BALANCE
01/01/07	Balance Forward			420,024.30
01/01/07	Rate Change 10.2500-10.2500	0.00	0.00	420,024.30
01/16/07	Late Charge	190.70	0.00	420,024.30
02/01/07	Rate Change 10.2500-10.2500	0.00	0.00	420,024.30
02/16/07	Late Charge	176.46	0.00	420,024.30
03/01/07	Rate Change 10.2500-10.2500	0.00	0.00	420,024.30
03/16/07	Late Charge	160.09	0.00	420,024.30
04/01/07	Rate Change 10.2500-10.2500	0.00	0.00	420,024.30
04/16/07	Late Charge	141.65	0.00	420,024.30
05/01/07	Rate Change 10.2500-10.2500	0.00	0.00	420,024.30
05/16/07	Late Charge	121.43	0.00	420,024.30
06/01/07	Rate Change 10.2500-10.2500	0.00	0.00	420,024.30
06/18/07	Late Charge	99.53	0.00	420,024.30
07/01/07	Rate Change 10.2500-10.2500	0.00	0.00	420,024.30
07/06/07	Rate Change EFF 07/06/2007 10.2500- 6.0000 Processing Date 07/19/2007	0.00	0.00	420,024.30
07/11/07	Regular Payment	0.00	4,386.41	420,024.30
07/11/07	Regular Payment	0.00	4,386.41	420,024.30
07/11/07	Regular Payment	0.00	4,467.40	420,024.30
07/11/07	Regular Payment	0.00	4,517.12	420,024.30
07/11/07	Regular Payment	0.00	4,517.12	420,024.30
07/16/07	Late Charge	76.22	0.00	420,024.30



P.O. Box 60839, S.B., CA, 93160-0839

Contact Information:  
Customer Service: 866.733.2756  
Website: www.fbslo.com

100983501

Bill Bookout  
DBA Oceano Nursery  
470 Price St  
Pismo Beach CA 93449

Dec 31, 2007

\*\*\*\*FOR TAX REPORTING PURPOSES, PLEASE REFER TO IRS FORM 1098.\*\*\*\*

Page 2

DATE	TRAN DESCRIPTION	PRINCIPAL/OTHER	INTEREST	BALANCE
07/19/07	Accrued Int Cr Adj	0.00	635.79	420,024.30
07/31/07	Interest Payment	0.00	5,000.00	420,024.30
07/31/07	Interest Payment	0.00	5,000.00	420,024.30
07/31/07	Interest Payment	0.00	4,600.00	420,024.30
08/02/07	Late Charge Cr Adj	76.22	0.00	420,024.30
09/11/07	Regular Payment	0.00	4,121.06	420,024.30
10/04/07	Regular Payment	0.00	4,121.06	420,024.30
12/04/07	Regular Payment	0.00	4,121.06	420,024.30
12/13/07	Regular Payment	0.00	4,121.06	420,024.30



P.O. Box 60839, S.B., CA, 93160-0839

Contact Information:
Customer Service: 866.733.2756
Website: www.fbslo.com

100983501

Bill Bookout
DEA Oceano Nursery
470 Price St
Pismo Beach CA 93449

Dec 31, 2008

\*\*\*FOR TAX REPORTING PURPOSES, PLEASE REFER TO IRS FORM 1098.\*\*\*

Page 1

For your information we are providing you with this annual statement showing information on your loan for the previous twelve months. Additional accountings may be requested for a fee. If you have any questions concerning this statement, please call the number above. Thank you.

\*\*\* LOAN HISTORY STATEMENT as of 12/31/2008 \*\*\*
\*\*\* Account Summary \*\*\*

Table with 2 columns: Description and Amount. Rows include Ending Principal Balance (414,425.42), Payments of Principal and Interest (42,763.18), Principal Paid YTD (5,598.88), Interest Paid YTD (37,164.30), Late Charges Paid YTD (157.88), and Mortgage Ins Paid YTD (0.00).

\*\*\* ACCOUNT ACTIVITY \*\*\*
\*\*\* For the Period 01/01/2008 thru 12/31/2008 \*\*\*

Table with 5 columns: DATE, TRAN DESCRIPTION, PRINCIPAL/OTHER, INTEREST, BALANCE. Contains 20 rows of transaction data from 01/01/08 to 12/03/08.



Contact Information:  
 Customer Service: 866.733.2756  
 Website: www.fbslo.com

P.O. Box 60839, S.B., CA, 93160-0839

100983501

Bill Bookout  
 DBA Oceano Nursery  
 470 Price St  
 Pismo Beach CA 93449

Dec 31, 2009

\*\*\*\*FOR TAX REPORTING PURPOSES, PLEASE REFER TO IRS FORM 1098.\*\*\*\*

Page 1

For your information we are providing you with this annual statement showing information on your loan for the previous twelve months. Additional accountings may be requested for a fee. If you have any questions concerning this statement, please call the number above. Thank you.

\*\*\* LOAN HISTORY STATEMENT as of 12/31/2009 \*\*\*  
 \*\*\* Account Summary \*\*\*

Ending Principal Balance	390,996.91
Payments of Principal and Interest	49,452.72
Principal Paid YTD	23,428.51
Interest Paid YTD	26,024.21
Late Charges Paid YTD	711.40
Mortgage Ins Paid YTD	0.00

\*\*\* ACCOUNT ACTIVITY \*\*\*  
 \*\*\* For the Period 01/01/2009 thru 12/31/2009 \*\*\*

DATE	TRAN DESCRIPTION	PRINCIPAL/OTHER	INTEREST	BALANCE
01/01/09	Balance Forward			414,425.42
01/14/09	Late Charge Payment	78.94	0.00	414,425.42
01/14/09	Regular Payment	1,396.07	2,724.99	413,029.35
02/17/09	Late Charge	206.05	0.00	413,029.35
03/10/09	Late Charge Payment	78.94	0.00	413,029.35
03/10/09	Regular Payment	318.93	3,802.13	412,710.42
03/16/09	Late Charge	206.05	0.00	412,710.42
04/09/09	Late Charge Payment	78.94	0.00	412,710.42
04/09/09	Regular Payment	2,085.78	2,035.28	410,624.64
04/16/09	Late Charge	206.05	0.00	410,624.64
04/21/09	Regular Payment	3,243.56	877.50	407,381.08
04/21/09	Late Charge Payment	78.94	0.00	407,381.08
05/11/09	Regular Payment	2,781.72	1,339.34	404,599.36
05/11/09	Late Charge Payment	78.94	0.00	404,599.36
06/10/09	Regular Payment	2,125.78	1,995.28	402,473.58
06/30/09	Late Charge Payment	78.94	0.00	402,473.58
06/30/09	Regular Payment	2,797.86	1,323.20	399,675.72
07/02/09	Regular Payment	3,989.66	131.40	395,686.06
07/02/09	Late Charge Payment	78.94	0.00	395,686.06
09/01/09	Late Charge Payment	78.94	0.00	395,686.06
09/01/09	Regular Payment	153.35	3,967.71	395,532.71
10/05/09	Late Charge Payment	78.94	0.00	395,532.71
10/05/09	Regular Payment	1,910.42	2,210.64	393,622.29
11/13/09	Regular Payment	1,597.56	2,523.50	392,024.73
11/13/09	Late Charge Payment	0.94	0.00	392,024.73
12/16/09	Late Charge	206.05	0.00	392,024.73
12/31/09	Regular Payment	1,027.82	3,093.24	390,996.91



P.O. Box 60839, S.E., CA. 93160-0839

Contact Information:  
Customer Service: 866.73FBSLO (733.2756)  
Website: www.firstbankslo.com

100983501

Bill Bookout  
DBA Oceano Nursery  
470 Price St  
Pismo Beach CA 93449

Dec 31, 2010

\*\*\*\*FOR TAX REPORTING PURPOSES, PLEASE REFER TO IRS FORM 1098.\*\*\*\*

Page 1

For your information we are providing you with this annual statement showing information on your loan for the previous twelve months. Additional accountings may be requested for a fee. If you have any questions concerning this statement, please call the number above. Thank you.

\*\*\* LOAN HISTORY STATEMENT as of 12/31/2010 \*\*\*  
\*\*\* Account Summary \*\*\*

Ending Principal Balance	390,996.91
Payments of Principal and Interest	0.00
Principal Paid YTD	0.00
IRS Form 1098 Interest and Fees:	
Interest Paid YTD	0.00
Late Charges Paid YTD	0.00
Mortgage Ins Paid YTD	0.00
Total	0.00

\*\*\* ACCOUNT ACTIVITY \*\*\*  
\*\*\* For the Period 01/01/2010 thru 12/31/2010 \*\*\*

DATE	TRAN DESCRIPTION	PRINCIPAL/OTHER	INTEREST	BALANCE
01/01/10	Balance Forward			390,996.91
01/19/10	Late Charge	206.05	0.00	390,996.91
02/16/10	Late Charge	206.05	0.00	390,996.91
03/08/10	Fee Charge	50.00	0.00	390,996.91
	Legal Fee			
03/16/10	Late Charge	206.05	0.00	390,996.91
04/16/10	Late Charge	206.05	0.00	390,996.91
05/17/10	Late Charge	206.05	0.00	390,996.91
06/03/10	Fee Charge	15.50	0.00	390,996.91
	UCC Search Fee			
06/16/10	Late Charge	206.05	0.00	390,996.91
07/15/10	Fee Charge	350.00	0.00	390,996.91
	SFR Appraisal Fee			
07/16/10	Late Charge	206.05	0.00	390,996.91
08/16/10	Late Charge	206.05	0.00	390,996.91
09/16/10	Late Charge	206.05	0.00	390,996.91
09/17/10	Fee Charge	2,800.00	0.00	390,996.91
	Appraisal Fee			
09/17/10	Fee Charge	900.00	0.00	390,996.91
	Collateral Evaluation Fee			
10/18/10	Late Charge	206.05	0.00	390,996.91
11/16/10	Late Charge	206.05	0.00	390,996.91
12/16/10	Late Charge	206.05	0.00	390,996.91

Jam, Leslie S.

From: Tracey Winter <Tracey.Winter@sbbt.com>  
Sent: Thursday, June 28, 2012 6:28 PM  
To: loanresolution@sba.gov  
Cc: Pat Boules  
Subject: Bill Bookout dba Oceano Nursery


Santa Barbara Bank & Trust is voluntarily releasing SBA of the guarantee on the above referenced loan. A purchase package was submitted back in August, 2011. Please confirm your acknowledgement of the release of guarantee and we will report the loan as paid in full on the next 1502 report.

Please let me know if you have any questions or need any additional information.

Tracey Winter  
SBA Portfolio Manager  
Santa Barbara Bank & Trust  
805-383-2633 (Direct Line)  
805-389-7456 (Fax)

09/07/12: Lender has requested to vol term the gty; OGF were due and has been paid, per ELIPS: Loan was sold on the sec mkt but was repurchased by the Lender; LS recommends to vol term gty; fwd to Angela for approval review. LK

SANTA BARBARA  
BANK & TRUST

U. S. SMALL BUSINESS ADMINISTRATION	
Do Not Concur with this request. Action # 141	Date: 09/07/12
Loan Specialist or LSA	
Action to release SBA from its Gty as requested by the lender and recommended by the LS has been approved.	
	
Supervisory Loan Specialist	Date: 9/8/12
Action Taken Pursuant To:	Subject: 4
	Chapter: 10
SOP: 50/50	Paragraph: 2a

\*\*\*\*\*

This e-mail is intended only for the use of the individual or entity to which it is addressed and may contain information which is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or an employee or agent of the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error please notify us immediately by replying to postmaster@pcbancorp.com.

\*\*\*\*\*

## Request to Honor SBA 7(a) Loan Guaranty

8/29/2011

Loan Number: 6641964009

Loan Name: Oceano Nursery

SEP 2 2011

Sandra Sheffield

Santa Barbara Bank and Trust formerly Pacific Capital Bank

591 Camino De La Reina, Suite 1010

San Diego, CA 92108

619-260-4483 Phone

619-260-4444 Fax

Sandra.Sheffield@sbbt.com

Enclosed you will find the required documents in support of the following:

**Pre-Purchase**

Request that SBA purchase the guaranteed portion directly from our institution as this loan has not been sold in the secondary market, or our institution has purchased the sold portion from the secondary market holder and is now making request for purchase directly to SBA. *(If lender has purchased the sold portion, please make sure SBA's Fiscal Transfer Agent's records reflect a paid status prior to submitting your request for purchase to SBA)*

**Secondary Market Purchase with Post Purchase Package**

Request that SBA purchase the guaranteed portion of a loan that has been sold in the secondary market, and our institution will not purchase. This request includes a complete post purchase review package.

**Secondary Market Purchase**

Request that SBA purchase the guaranteed portion on a loan that has been sold in the secondary market, and our institution will not purchase. This request does not include a post purchase review package. The post purchase review package will be provided under separate cover within 15 business days of SBA's purchase of the guaranteed portion of the loan.

I, Sandra Sheffield, Vice President, hereby certify, represent and warrant on behalf of Santa Barbara Bank and Trust that all information and documentation submitted to the U.S. Small Business Administration in connection with this purchase request and/or post purchase review package is accurate, genuine and complete and contains true copies of records for this loan. I further certify that I have personally reviewed and confirmed, based upon Santa Barbara Bank and Trust's records, the copy of Santa Barbara Bank and Trust's Transcript of Account with respect to this loan provided herewith and that to the best of my knowledge and belief the information contained therein is true and accurate. I also certify to the best of my knowledge and belief that Santa Barbara Bank and Trust has materially complied with the SBA Loan Program Requirements (as defined in 13 CFR 120.10) applicable to this loan.

By signing below, I represent and warrant that I have the proper authority to execute this document on behalf of Santa Barbara Bank and Trust

Signature: Sandra Sheffield

Date: 8/29/11



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

Name of Borrower: William A Bookout DBA Oceano Nursery		Loan Number: 664-196-4009
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; A change in Terms Agreement dated **February 5, 2005**; 3 interest only payments beginning February 6, 2005. Principal and Interest payment to resume on May 6, 2005; Per Forebearance and Workout Agreement dated **June 30, 2007**; Principal and interest payments due October 2006 through July 2007 are Deferred. Next payment of Principal and Interest is due August 6, 2007. Effective July 6, 2007 the interest rate is changed to 6.00% fixed  
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	
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	03/04/05	\$433,501.28
04/01/05	\$0.00	\$0.00	\$0.00	\$0.00	7.7500%			\$433,501.28
05/06/05	\$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	8.2500%	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

Duplicate of SBA Form 1149 (3-00)  
REF SOP 5050  
Previous Editions Obsolete  
(This form is a necessary part of the  
SBA GUARANTY purchase package.)

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

Name of Borrower: William A Bookout DBA Oceano Nursery		Loan Number: 664-196-4009	
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; A change in Terms Agreement dated February 5, 2005; 3 interest only payments beginning February 6, 2005. Principal and Interest payment to resume on May 6, 2005; Per Forebearance and Workout Agreement dated June 30, 2007; Principal and interest payments due October 2006 through July 2007 are Deferred. Next payment of Principal and Interest is due August 6, 2007. Effective July 6, 2007 the interest rate is changed to 6.00% fixed  
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	
11/28/05	\$0.00	\$4,100.00	\$0.00	\$4,100.00	9.0000%	07/27/05	09/07/05	\$428,638.50
01/01/06	\$0.00	\$0.00	\$0.00	\$0.00	9.2500%			\$428,638.50
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
07/30/07	Deferral - 10 months P & I (October 2006 to July 2007)							
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
06/23/08	\$0.00	\$4,200.00	\$0.00	\$4,200.00	6.0000%	02/25/08	04/26/08	\$420,024.30
07/30/08	\$0.00	\$4,200.00	\$0.00	\$4,200.00	6.0000%	04/26/08	06/26/08	\$420,024.30
09/02/08	\$0.00	\$4,200.00	\$0.00	\$4,200.00	6.0000%	06/26/08	08/25/08	\$420,024.30
09/30/08	\$0.00	\$4,200.00	\$1,669.96	\$2,530.04	6.0000%	08/25/08	10/01/08	\$418,354.34
11/03/08	\$0.00	\$4,121.06	\$1,861.80	\$2,259.26	6.0000%	10/01/08	11/03/08	\$416,492.54
12/03/08	\$0.00	\$4,121.06	\$2,067.12	\$2,053.94	6.0000%	11/03/08	12/03/08	\$414,425.42
01/12/09	\$0.00	\$4,121.06	\$1,396.07	\$2,724.99	6.0000%	12/03/08	01/12/09	\$413,029.35
03/09/09	\$0.00	\$4,121.06	\$318.93	\$3,802.13	6.0000%	01/12/09	03/09/09	\$412,710.42
04/08/09	\$0.00	\$4,121.06	\$2,085.78	\$2,035.28	6.0000%	03/09/09	04/08/09	\$410,624.64
04/21/09	\$0.00	\$4,121.06	\$3,243.56	\$877.50	6.0000%	04/08/09	04/21/09	\$407,381.08
05/11/09	\$0.00	\$4,121.06	\$2,781.72	\$1,339.34	6.0000%	04/21/09	05/11/09	\$404,599.36
06/10/09	\$0.00	\$4,121.06	\$2,125.78	\$1,995.28	6.0000%	05/11/09	06/10/09	\$402,473.58

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

Name of Borrower: William A Bookout DBA Oceano Nursery		Loan Number: 664-196-4009
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; A change in Terms Agreement dated February 5, 2005: 3 interest only payments beginning February 6, 2005. Principal and interest payment to resume on May 6, 2005; Per Forebearance and Workout Agreement dated June 30, 2007; Principal and interest payments due October 2006 through July 2007 are Deferred. Next payment of Principal and Interest is due August 6, 2007. Effective July 6, 2007 the interest rate is changed to 6.00% fixed  
 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	
06/30/09	\$0.00	\$4,121.06	\$2,797.86	\$1,323.20	6.0000%	06/10/09	06/30/09	\$399,675.72
07/02/09	\$0.00	\$4,121.06	\$3,989.66	\$131.40	6.0000%	06/30/09	07/02/09	\$395,686.06
09/01/09	\$0.00	\$4,121.06	\$153.35	\$3,967.71	0.0000%	07/02/09	09/01/09	\$395,532.71
10/05/09	\$0.00	\$4,121.06	\$1,910.42	\$2,210.64	0.0000%	09/01/09	10/05/09	\$393,622.29
11/13/09	\$0.00	\$4,121.06	\$1,597.56	\$2,523.50	0.0000%	10/05/09	11/13/09	\$392,024.73
12/31/09	\$0.00	\$4,121.06	\$1,027.82	\$3,093.24	0.0000%	11/13/09	12/31/09	\$390,996.91
01/26/10	Loan Defaulted.							

I Certify this to be a True Copy of Transcript of Account		Date
	Vice President	August 29, 2011
Signature Sandra Sheffield	Title	

Duplicate of SBA Form 1149 (3-00)  
 REF SOP 5050  
 Previous Editions Obsolete  
 (This form is a necessary part of the  
 SBA GUARANTY purchase package.)

See Reverse Side for Instructions



- Provide copies of Promissory Notes for the Bernard Horton; Robert Padilla, Certified Financial to support the eligibility of the refinance and supporting documents showing the debts were paid off.
- Provide revised copy of the transcript of accounts as the one in file dated 08/29/2011 reflects \$451,000, under "Amount Disbursed" section. The total loan amount was \$450,000
- Loan defaulted on 01/26/2010. Lender was required to make a timely post site visit within sixty days of the loan default date. Lender to explain how lender's failure to do so did not cause the agency any harm?
- Lender to provide the copy of complete appraisal done on commercial real estate at 1341 Paso Robles, dated 06/22/2011, as stated in lender's liquidation report.
- Provide copy of the most recent appraisal done on property at 470 Price Street.
- Provide a corrected "Wire Transfer" form. The one in file has an invalid routing number. Lender to please also verify the account number associated with it.

**Please submit this information within seven (7) calendar days from the date of receipt of this letter, along with any documentation you identify that would facilitate our review. To ensure prompt processing of your guaranty demand, you may fax the requested information to my desk top fax (202-481-2861) or send hard copies or a CD containing the required information to my attention (Susan Davis) and not to the mail box initially put in place. When emailing the required documents, please be sure to reference the loan number in the subject, as well as the statement "Additional Documents." If you decide to mail the missing records, please put ATTN: GP Additional Documents on the envelope so that the documents will be properly routed when received at NGPC.**

Please be advised that servicing and liquidation responsibilities during and after the guaranty purchase will remain with your Institution. As a Participant Lender, your Institution is expected to liquidate all SBA loans in your portfolio in a prudent and commercially reasonable manner that is consistent with the Agency's Loan Program Requirements. Also, quarterly liquidation status reports must be submitted to SBA after purchase until completion of the liquidation process.

We thank you in advance for your cooperation and response to this request. If you are unfamiliar with our process or have questions regarding the purchase review process or the required documentation, we encourage you to take advantage of our website at [www.sba.gov/aboutsba/sbaprograms/elending/index.html](http://www.sba.gov/aboutsba/sbaprograms/elending/index.html) or to contact your local SBA District Office liaison, [John Manalli], at [john.manalli@sba.gov].

**Susan C. Davis**  
**Loan Servicing Assistant**  
 NGPC Customer Service Division  
 U.S. Small Business Administration  
 1145 Herndon Parkway  
 Herndon, VA 20170  
 Ph: (703) 487-9906  
 Fax: (202) 481-2861  
 Email: [Susan.Davis@sba.gov](mailto:Susan.Davis@sba.gov)

**\*\*Please Note\*\***

Guidance for submitting secondary market purchase requests as well as guidance for preparing and submitting the post purchase review package can be found at: <http://www.sba.gov/aboutsba/sbaprograms/elending/ngpc/index.html>

Note: Our email account will only accept emails that are under 5 MB (you may need to send attachments in several emails).

We are now accepting purchase packages electronically using Send This File or CD. Please visit our website at <http://www.sba.gov/content/submit> to learn more about this process.

Attorney Client Privileged Memorandum

My Copy

Date: October 26, 2011

From: Joel K. Meese, Attorney

To: Dana Relyea, Assistant Center Director *J. Meese*

Subj: Bill Bookout dba Oceano Nursery  
PLP-6641964009

Subject PLP loan was approved in 2003 for the purpose of debt payment (\$380,000) and to provide working capital to the borrower (\$70,000). A portion of the debt payment was to refinance commercial real estate previously purchased by the borrower. The loan was to be secured by a 1<sup>st</sup> lien on commercial real estate located at 1341 Paso Robles St., Oceano, California, a 2<sup>nd</sup> lien on commercial real estate located at 470 Prince St., Paso Robles, California and all of the assets of the borrower's business. A portion of the debt being repaid was secured by commercial real estate owned by the borrower located at 1921 Cienega St., Oceano, California. This real estate was not taken as collateral for this loan in clear violation of the then existing SBA SOP 50 10 4.

*CLE @ 470 has environmental issues.*

The loan was disbursed between October 10, 2003 and October 14, 2003. Prior to loan closing the lender obtained signed Environmental Questionnaires (EQs) from the borrower for both commercial properties being pledged as collateral for this loan. The EQ for 1341 Paso Robles St was dated July 29, 2003 and the EQ for 470 Prince St was dated October 6, 2003. The EQ for 1341 Paso Robles St indicated that the property had housed a gas station, which should have triggered a Phase I prior to loan disbursement (one was not done). The EQ for 470 Prince St indicated no known problems.

In June 2007 the borrower entered into a forbearance agreement with the lender (the loan had been in default since May 2006). The forbearance agreement referenced that the borrower's business had been affected by repeated flooding of the property and set up a repayment plan for the borrower (see item 7 below). Apparently the borrower complied with the agreement since on September 30, 2008 the lender requested that the loan be returned to regular servicing since the borrower had made 14 consecutive payments under the Forbearance Agreement.

In 2007 at the time the borrower entered into the forbearance agreement with the lender Phase Is were obtained on both properties. The Phase I (June 13, 2007) for the Paso Robles property indicated that the property had been occupied by a gas station between 1928 and 1962. According to the Phase I the tanks had been removed and the site cleaned up in 1994, with San Luis Obispo County issuing a No Further Action letter. The Phase I (June 13, 2007) for the Prince St property indicated no likely environmental problems. In 2011 after the loan went into default the lender obtained new Phase Is for both properties. The new Phase I for the Paso Robles property indicated potential environmental problems due to a newly discovered pit in one building (it had previously

*470 w/ environmental issues.*

been covered with merchandise), new information on a prior septic tank and the possibility that an outdoor hydraulic lift had been paved over in the parking lot for the property (disclosed by the borrower). The Phase I for the Prince St property indicated that additional assessment was necessary because it was discovered that the site had previously housed a gas station (not of record) based on new photos (provided by the borrower). There is no evidence that any additional environmental work has been done on the property.

*Lender applied  
loan payments  
incorrectly*

There are letters, memos and e-mails in the file (from 2008) showing the borrower complaining to the Comptroller of the Currency and to the SBA's Ombudsman, relating payment application, later fees, attorney's fees and the lender failing to put the loan on non-accrual status when the loan was in default between May 2006 and June 2007. The net results of the complaints were findings that the lender had done nothing wrong.

There have been multiple problems with this loan from the beginning, and the loan appears to have failed primarily due to repeated flooding of the primary commercial real estate collateral due to problems with an adjacent property. The borrower has made the following allegations against the lender:

1. The lender has not provided copies of loan documents and/or altered loan documents. **Unknown.**
2. The lender changed the middle of the loan authorization and altered other documents. **No supporting documentation.**
3. The lender has overcharged the borrower on the loan. **Unable to determine.**
4. The lender failed to properly apply payments made after the forbearance agreement dated June 30, 2007: **He may have a valid complaint. The Forbearance Agreement provided that he would make a deposit of \$48,199.56 to an escrow account at the bank. From that \$22,274.46 would be applied to payments due for May through September 2006 with the remainder going to expenses. Once this was done he would then begin regular monthly payments of principal and interest plus an amount necessary to amortize the remaining missing payments (October 2006 through June 2007). These payments were to be at a fixed interest rate of 6%. According to the two transcripts provided by the bank the \$22,274.46 payment and all payments beginning July 12, 2007 through September 2, 2009 were applied to accrued interest. Based on the original note payment of \$3,411.73 it would appear that the payments made beginning in July 2007 were sufficient to pay principal and interest plus an amount toward the arrearages. As noted above the borrower appears to have complied with the terms of the forbearance agreement and the loan was eventually returned to regular servicing status.**
5. The Prince St property was not supposed to be collateral for the loan. **Not true. It was required in the authorization and SOP 50 10 4 required the lien since we were refinancing the 2<sup>nd</sup> lien on the property.**
6. The lender did not do its environmental due diligence when the loan was made. **True, but there may be no harm.**

7. The lender failed to pay off the 1<sup>st</sup> lien on the Prince St. property when the loan was made even though it paid off the 2<sup>nd</sup> lien with this loan. **Correct, but it appears that the 1<sup>st</sup> lien was on reasonable terms and not eligible for refinance.**
8. The lender failed to pay off the liens on the three lots next to the 1921 Cienega property which "...was supposed to be used for the second Nursery location...". **This appears to be true but irrelevant.**
9. That the lender was somehow responsible for the repeated flooding of the Paso Robles property from an adjacent property. The borrower sued the county and other governmental properties for the flooding problem (inverse condemnation) and lost. He claims that under the provisions of the loan documents that it was the responsibility of the lender to pay for any judgments against the borrower by the County of San Luis Obispo and other government entities (which they apparently have). Apparently the lender was supposed to fund the litigation and make sure that the borrower won. **Not credible.**

The issues raised that do create a problem are:

1. Lender failure to perform environmental due diligence at time of loan closing.
2. The repeated flooding of the property and whether the lender knew about it prior to the loan being made.
3. Why the lender paid off debt on the real estate located at 1921 Cienga without taking a lien on that property.
4. Lender's application of payments related to the forbearance agreement.

We should request the following additional information from the lender:

1. Explanation as to why Phase I's were not performed on the commercial real estate prior to the making of the loan.
2. Lender to provide an update on the 2011 Phase I's obtained.
3. Explanation of the flooding issue.
4. Explanation as to why the lender did not take a lien on the commercial real estate located at 1921 Cienega.
5. A copy of the lender's original credit write up for the loan.
6. An explanation as to why the payments on the transcripts dated May 30, 2008 and August 29, 2011 were not applied in accordance with the provisions of the forbearance agreement.

As an aside a FOIA was recently received and responded to by Blossom Butcher Sumner, with not all of the information requested provided. An appeal can be expected.



File Memorandum  
Loan Number: 6641964009  
Name: Oceano Nursery  
Date: 11/18/2011

Please pay close attention to the signed statement by Santa Barbara Bank & Trust on 8/29/2011 as you review P. 5 of the August 29, 2003 (Authorization SBA Guaranteed Loan) that has been falsified per the following documents! Attached to [www.sbaquestions.net](http://www.sbaquestions.net) are the following documents.

- A. The August 27, 2003 (Loan Committee Presentation Report) showing only the Oceano Nursery pledged for the 2003 SBA Loan! (NGPC does not have a copy of the Loan Committee Presentation report). In addition, L/S has requested the lender to provide a copy of their complete credit memorandum, used at the time of loan origination.

As per the Loan Authorization provided with the file, lender had a 1<sup>st</sup> lien all BPP. A 1<sup>st</sup> lien on CRE @1341 Paso Robles Street, Oceano, CA., a 2<sup>nd</sup> lien on another CRE @ 470 Price street, Pismo beach, CA.,

There is a third property which does not reflect on the Loan Authorization, but was added as a collateral later on and lender obtained a second lien on that RRE @631 lake Street, Oceano, CA.

Items #s B-R have no relevance to L-1 and financial review as the loan defaulted on 01/26/2010 and all the correspondence is from prior to the default date from 2003-2007. NGPC only has one copy of Loan Authorization dated 08/29/2003.

1. Will the SBA be paying off the 1<sup>st</sup> on the 470 Price Street, property, with a large Balloon payment coming do? The interest rate on this loan is 8.75%.

Bank/lender has initiated a foreclosure on the above mentioned property @470 Price Street and if it reverts back to the bank, bank would list the property for sale. Answer to this question would only be known once foreclosures goes through.

2. Will the SBA be removing the environmental contamination if any from the old gas station on this 470 Price Street property?

Lender will remove all contamination, if necessary.

3. Will the SBA be removing the Contamination found by ODIC Environmental at the Oceano Nursery property?

Lender will remove all contamination, if necessary

4. Please explain as to why the SBA has been allowing Santa Barbara Bank & Trust to over charge my SBA Loan by \$247.00 per month as seen in the SBA Form 1149 dated August 29, 2011 provided by the SBA?

Lender's transcripts on SBA form 1149 provided only cover the loan payments from 10/10/2003-01/26/2010. It is not clear as to what the borrower is referring to.

File Memorandum  
Loan Number: 6641964009  
Name: Oceano Nursery  
Date: 11/18/2011

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A 1<sup>st</sup> lien on CRE @1341 Paso Robles Street, Oceano, CA., a 2<sup>nd</sup> lien on another CRE @  
470 Price street, Pismo beach, CA.,

There is a third property which does not reflect on the Loan Authorization, but was added as a collateral later on and lender obtained a second lien on that RRE @631 lake Street, Oceano, CA.

L/S has requested the lender to provide a copy of their complete credit memorandum, used at the time of loan origination.

Items #s B-R have no relevance to financial review as the loan defaulted on 01/26/2010 and all the correspondence is from prior to the default date from 2003-2007.

5. Why would the Santa Barbara Bank & Trust with the 7/6/2007 payment of Principal and Interest of \$22,274.46 not be applied to any principal in reducing my SBA Loan as agreed with Santa Barbara Bank & Trust? Please review the SBA Form 1149 dated August 29, 2011 provided by the SBA

Lender was requested to provide the same information on 10/31/2011. Lender has not responded as of yet.

6. Please explain as to why the SBA allows their PLP Lenders to pay no attention to SBA FORM 147 NOTE required by the SBA!

Lender is required to comply with SBA Form 147 Note.

Items # 7 and 8 (ASK DEBBIE>>>> : N/A, in Legal or Financial Review For item # 7, Lender states they have already started their foreclosure proceedings.

9. Please explain as to why the SBA would not refinance either the 470 Price Street property or the Oceano Nursery Property and instead require I (Oceano Nursery) borrow Hard money from Dan Hilford and Bruce Eisengart to make SBA Loan Payments to Santa Barbara Bank & Trust as seen in the documents provided by the SBA attached!

SBA does not refinance loans in default. Once the lender provides their complete credit memorandum, can be reviewed and analyzed for the same.

10. Santa Barbara Bank & Trust has changed out the middle of the August 29, 2003 (Authorization SBA Guaranteed Loan) Please explain if the SBA allows this type of predatory lending in all of their PLP Lenders?

**SBA is not aware of any changes to the Loan Authorization**

11. When the SBA Loan for Oceano Nursery was approved by the SBA on August 29, 2003. Did the SBA require a Phase 1 for the old Oceano Nursery Gas Station?

Phase 1s should have been done on both the CREs' Lender was asked to explain why phase 1s (Ones) were not performed on the CRE, prior to making the loan? Waiting on lender's response.

12. When did the SBA approve the 470 Price Street property for PLP # 664-196-4009? This is not seen in the U.S. Small Business Administration National Guaranty Purchase Center documents!

At the time of loan was made. This is a PLP lender who prepares the Loan Authorization under their delegated authority and determines the appropriate collateral.

13. Was any environmental investigation required by the SBA for the 470 Price Street property in 2003, if this was approved by the SBA? Please see the U.S. Small Business Administration National Guaranty Purchase Center October 6, 2003 date of signing SBA loan

**Yes, environmental investigation was required by SBA.**

14. Is the SBA responsible for Environmental investigations with the 470 Price Street Gas Station property now that this SBA Loan is being sold back to the SBA?

**It is lender's responsibility to service and liquidate the collateral and ensure proper environmental issues.**



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Comptroller of the Currency  
Administrator of National Banks

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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

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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](http://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](http://www.HelpWithMyBank.gov).

Thank you for bringing this matter to our attention.

Sincerely,

***Customer Assistance Group***

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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.

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Internet Address: [www.HelpWithMyBank.gov](http://www.HelpWithMyBank.gov)



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Comptroller of the Currency  
Administrator of National Banks

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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:

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**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](http://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

Principal Balance: \$ 420,024.30  
 Interest Due: \$ 52,799.35  
 Fees Due: \$ 0.00  
 Late Charge: \$ 2,537.96  
 Credit Limit: \$ 0.00  
 Available Credit: \$ 0.00  
 Interest Rate: 10.250 %  
 Open Date: 10/10/2003  
 Beginning Balance: \$ 0.00  
 Maturity Date: 10/06/2021  
 Payment Due: \$ 4,386.41  
 Payment Due Date: 05/06/2006  
 Interest Paid Year to Date: \$ 0.00

GoTo:

My Small Business Term Loan

**Transactions**

1 2 [Next]

Sort by: Date Description Amount

<b>Date</b>	<b>Description</b>	<b>Amount</b>
05/16/2007	Automatic	-\$ 121.43
04/16/2007	Automatic	-\$ 141.65
03/16/2007	Automatic	-\$ 160.09
02/16/2007	Automatic	-\$ 176.46
01/16/2007	Automatic	-\$ 190.70
12/18/2006	Automatic	-\$ 202.68
11/16/2006	Automatic	-\$ 212.32
10/16/2006	Automatic	-\$ 219.55
09/18/2006	Automatic	-\$ 224.35
08/16/2006	Automatic	-\$ 226.72
07/17/2006	Automatic	-\$ 223.37
06/16/2006	89	-\$ 219.32
05/16/2006	89	-\$ 219.32
03/23/2006	73 Payment	\$ 12,740.46
03/23/2006	39 Waived Late Fee	\$ 819.38
03/23/2006	38 Late Fee	\$ 819.39
03/16/2006	89	-\$ 216.97
02/27/2006	EFF 02/24/2006 78 Payment	-\$ 12,562.00
02/27/2006	EFF 02/24/2006 73 Payment	\$ 12,562.00
02/24/2006	78 Payment	\$ 12,562.00
02/16/2006	89	-\$ 213.70

**My Small Business Term Loan XXXX983501****July 17, 2007**

Principal Balance: \$ 420,024.30  
 Interest Due: \$ 33,945.49  
 Fees Due: \$ 0.00  
 Late Charge: \$ 2,713.71  
 Credit Limit: \$ 0.00  
 Available Credit: \$ 0.00  
 Interest Rate: 10.250 %  
 Open Date: 10/10/2003  
 Beginning Balance: \$ 0.00  
 Maturity Date: 10/06/2021  
 Payment Due: \$ 4,386.41  
 Payment Due Date: N/A  
 Interest Paid Year to Date: \$ 22,274.46

GoTo:

My Small Business Term Loan **Transactions**

1 2 [Next]

Sort by: Date Description Amount

<u>Date</u>	<u>Description</u>	<u>Amount</u>
07/16/2007	Automatic	-\$ 76.22
07/11/2007	EFF 07/06/2007	\$ 4,517.12
07/11/2007	EFF 07/06/2007	\$ 4,517.12
07/11/2007	EFF 07/06/2007	\$ 4,467.40
07/11/2007	EFF 07/06/2007	\$ 4,386.41
07/11/2007	EFF 07/06/2007	\$ 4,386.41
06/18/2007	Automatic	-\$ 99.53
05/16/2007	Automatic	-\$ 121.43
04/16/2007	Automatic	-\$ 141.65
03/16/2007	Automatic	-\$ 160.09
02/16/2007	Automatic	-\$ 176.46
01/16/2007	Automatic	-\$ 190.70
12/18/2006	Automatic	-\$ 202.68
11/16/2006	Automatic	-\$ 212.32
10/16/2006	Automatic	-\$ 219.55
09/18/2006	Automatic	-\$ 224.35
08/16/2006	Automatic	-\$ 226.72
07/17/2006	Automatic	-\$ 223.37
06/16/2006	89	-\$ 219.32
05/16/2006	89	-\$ 219.32
03/23/2006	73 Payment	\$ 12,740.46



## Account Activity

First Bank of San Luis Obispo  
 FBSLO Main Office  
 995 Higuera Street  
 San Luis Obispo, CA 93401  
 Phone: (888) 400-7228

Small Business Term Loan	
Account Name:	Small Business Term Loan
Account #:	xxxxxx3501
Principal Balance:	\$420,024.30
Interest Rate:	6%
Interest Accrued:	\$13,956.25
Payment Due Date:	5/6/2008
Payment Due:	\$4,121.06
Late Charges Due:	\$2,637.49
Fees Due:	\$0.00
Open Date:	10/10/2003
Original Loan Amount:	\$450,000.00
Maturity Date:	10/6/2021
Interest Paid YTD:	\$8,321.06
Interest Paid Last Year:	\$53,358.70

Date: 05/01/2008  
 Time: 14:33:34  
 Seq: 80  
 Mortgage  
 Acct No: xxxxx3501  
 Amount: \$4,200.00  
 hudgensg  
 304805

THANK YOU FOR BANKING WITH US

Account:  Small Business Term Loan (xxxxxx3501)  From: 3/31/2008  To: 5/1/2008   
 Type:  - ALL -  Category:  - ALL -

Date	Description	Category	Debit	Credit	Balance
4/15/2008	<b>EFF 03/28/2008</b>			\$78.94	\$420,024.30
4/15/2008	<b>EFF 03/28/2008</b>		\$78.94		\$420,024.30

Santa Barbara Bank & Trust, First National Bank of Central California, South Valley National Bank, San Benito Bank and First Bank of San Luis Obispo  
 are divisions of Pacific Capital Bank, N.A., member FDIC.



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 the name 'William Bookout', written in a cursive style.

MUFG Union Bank, N.A.



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

# 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