



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Contrary to your claims regarding a purported rescission of your loan, the Bank has never rescinded the loan.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 Instead, the Bank rescinded the forbearance agreement, pursuant to its own terms, when you defaulted on it.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.