



NATIONAL CREDIT UNION ADMINISTRATION

WASHINGTON, D.C. 20456

May 7, 1991

Julia H. Burbank
139 Joscolo View
Clayton, CA 94517

Re: Freedom of Information Act - Appeal

Dear Ms. Burbank:

This will acknowledge receipt of your Freedom of Information Act (FOIA) Appeal. Although your letter was dated March 3, 1991, it was postmarked April 4, 1991, and we received it on April 9, 1991.

You filed a FOIA request with our Region VI Office for information relating to your discrimination complaint against Chevron Federal Credit Union (Chevron). On February 22, 1991, the Regional Office responded to your request, providing some documents but withholding a letter dated January 14, 1991, from Chevron's attorney, Joseph S. Melchione. The letter represented Chevron's response to NCUA's inquiry regarding your complaint. The decision to withhold the letter is affirmed in part and reversed in part. Upon review of your request, we have determined that the portions of the letter which set forth Chevron's view of the facts surrounding your complaint should be released. However, the portions of the letter which set forth certain of your husband's financial transactions and Mr. Melchione's opinions regarding your complaint should continue to be withheld. Accordingly, a redacted copy of the letter is enclosed.

FOIA
Vol. IV. G. 1

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ANALYSIS

Initially, let us note that in your appeal, you state that the letter contains inaccurate information and that under FOIA, you have the right to ensure that information contained in government files about you is accurate. Please be advised that it is the Privacy Act that establishes an individual's right to request amendment of a record concerning that individual. See 5 U.S.C. §552a(d)(2). Since you have evidenced an intent to exercise this right, we will treat your March 3, 1991, letter as both a FOIA appeal and a request under the Privacy Act. We will disclose the maximum amount of information available under either law.

Under NCUA regulations implementing the Privacy Act, an individual may request access to and amendment of a record concerning that individual which is maintained by NCUA in a system of records. See 12 C.F.R. §§792.23, 792.24, and 792.26. The most recent "Notice of System of Records" published in the Federal Register lists ~~the~~ system 21, "Consumer Complaints Against Federal Credit Unions." See 53 Fed. Reg. 37360 (September 25, 1988). Individuals covered by System 21 are those persons who submit complaints concerning operating federal credit unions (FCUs). Since you have submitted a complaint against Chevron, you may have access to and request amendment of any records about you concerning that complaint. Therefore, we have enclosed those portions of the January 14, 1991, letter which pertain to you and which are not exempted from disclosure by other provisions of the Privacy Act.

The letter contains both Chevron's view of the facts surrounding your complaint and Mr. Melchione's analysis of the law as it applies to those facts. Since Mr. Melchione's legal theories about the complaint do not constitute "information about you," see 12 C.F.R. §792.21(c), we are withholding them from disclosure under the Privacy Act. We are also withholding from disclosure under the Privacy Act certain personal financial information provided to Chevron by your husband. Section §792.28 of NCUA's Regulations, 12 C.F.R. §792.28, states that except in limited circumstances, no record or item of information concerning an individual

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which is contained in a system of records maintained by NCUA may be disclosed to a third person without the prior written consent of the individual to whom the information pertains. Since we do not have your husband's written permission to disclose the information contained in the letter, we are withholding that information. Accordingly, under the Privacy Act, you are entitled to those portions of the letter setting forth Chevron's view of the facts surrounding your complaint except for the personal financial information provided by your husband.

The material we have determined is exempt from disclosure under the Privacy Act is also exempt under FOIA. Mr. Melchione's opinions about your complaint are exempt under Exemption 8 of FOIA, and the material regarding your husband's finances is exempt under Exemption 6.

Exemption 8 of FOIA, 5 U.S.C. §522(b)(8), permits an agency to withhold information:

Contained in or related to examination, operating or condition reports prepared by, or on behalf of, or for the use of an agency responsible for the regulation or supervision of financial institutions.

Section 792.3(a)(8) of NCUA's Regulations, 12 C.F.R. §792.3(a)(8), implements Exemption 8 and adds the following:

This includes all information, whether in formal or informal report form, the disclosure of which would harm the financial security of credit unions or would interfere with the relationship between NCUA and credit unions.

The courts have discerned two major purposes for Exemption 8 from its legislative history: 1) to protect the security of financial institutions by withholding from the public reports that contain frank evaluations of a bank's stability; and 2) to promote cooperation and communication between employees and examiners. See Atkinson v. FDIC, 1 GDS ¶80,034, at 80,102 (D.D.C. 1980). Accordingly, different types of documents have been held to fall within the broad confines of Exemption 8. Reports examining bank compliance with consumer

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laws and regulations have been held to "fall squarely within the exemption." Id. at 80,103; see also Consumers Union v. Heimann, 589 F.2d 531, 535 (D.C. Cir. 1978).

Upon receipt of your complaint of a possible Regulation B violation by Chevron, the Regional Office asked the supervisory committee to investigate the matter. The January 14, 1991, letter constitutes the response to that request. Since Regulation B is a consumer regulation, and the letter was generated in response to our inquiry into Chevron's compliance with the regulation, the letter constitutes a "report examining bank compliance with consumer laws and regulations." Mr. Melchione submitted the letter to NCUA requesting that it be kept confidential. NCUA is not bound by a request to keep a matter confidential (except for confidential commercial information pursuant to 12 C.F.R. §792.7); however, we believe that Mr. Melchione's opinions regarding your complaint would be privileged from discovery in a civil action and that our disclosure of them would frustrate the Exemption 8 policy of promoting "frank cooperation" between financial institutions and federal regulators. See Gregory v. FDIC, 631 F.2d 896, 899 (D.C. Cir. 1980). Therefore, the portions of the letter representing those opinions are being withheld pursuant to Exemption 8 of FOIA.

NCUA's regulation implementing Exemption 6 of FOIA, 12 U.S.C. §522(b)(6), permits agencies to withhold all information about individuals in "personnel, medical, and similar files (including financial files), the disclosure of which would constitute a clearly unwarranted invasion of personal privacy." See 12 C.F.R. §792.3(a)(6). We believe that the disclosure of your husband's finances without his permission would constitute an unwarranted invasion of his personal privacy and are therefore withholding that information pursuant to Exemption 6 of FOIA.

Pursuant to 5 U.S.C. §552(a)(4)(B), you may seek judicial review of this appeal by filing suit to enjoin NCUA from withholding portions of the document you requested and to order production of the entire document. Such a suit may be filed in United States District Court in the district where you reside, where your principal place of business is located, or in the District of Columbia. To request

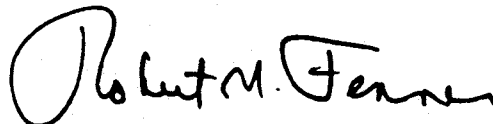
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amendment of a record under the Privacy Act, please refer to the procedures at 12 C.F.R. §792.26 (enclosed).

Sincerely,

A handwritten signature in cursive script that reads "Robert M. Fenner". The signature is written in dark ink and is positioned above the printed name and title.

Robert M. Fenner
General Counsel

Enclosures

GC/LH:sg
SSIC 3212
91-0411

LAW OFFICES
STYSKAL, WIESE & MELCHIONE
550 NORTH BRAND BOULEVARD, SUITE 550
GLENDALE, CALIFORNIA 91203
TELEPHONE (818) 241-0103
FAX (818) 241-5733

January 14, 1991

FEDERAL EXPRESS

CONFIDENTIAL
DO NOT DISCLOSE

Mr. Terry J. McGinnis
Director, Supervisor Division
NATIONAL CREDIT UNION ADMINISTRATION
2300 Clayton Road, #1350
Concord, CA 94520

Re: Chevron Federal Credit Union/Ms. Julia H. Burbank

Dear Mr. McGinnis:

As you know, this office has been retained by the Supervisory Committee of Chevron Federal Credit Union to respond to your letters of November 30, 1990 and January 3, 1991. Following up on your letter of January 3, 1991 and our conversation with Melinda Love of your office on January 10, 1991, it is our understanding that the Credit Union is required to respond to Ms. Burbank's complaint and that any discussion of her account(s) and those of her husband, Jason C. Coleman, is pursuant to Section 106 of the Federal Credit Union Act and 12 USCS, Section 3413(b). It is on this assumption that the Credit Union submits its response.

In your letter of November 30, 1990 you have indicated that Ms. Burbank objected "to the Credit Union's freezing of her line of credit and VISA Card Accounts and then notifying first her husband (rather than her) that this action had been taken." Unfortunately, this is not an accurate statement of the facts.

Mr. Coleman, then a member of the Board of Directors, was contacted as a matter of courtesy by the President of the Credit Union on September 20, 1990 to advise him that he would be receiving a Notice "freezing" his line of credit and VISA Accounts. The accounts of Ms. Burbank were not discussed with Mr. Coleman. The purpose of such a courtesy call was to avoid embarrassment or surprise if he were to use said account(s). This prompted an inquiry by Ms. Burbank on September 21, 1990, wherein she was informed of the freeze on her line of credit and VISA Card Accounts. Mr. Coleman's accounts were not discussed with Ms. Burbank.

Following these conversations, a letter dated September 25, 1990, attached hereto as Exhibit "1" was addressed to both

Mr. Terry J. McGinnis
Director, Supervision Division
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Mr. Coleman and Ms. Burbank since each had separately advised the President that a joint notice was "fine" and should be addressed to them both at their new home.

[REDACTED]

Next you inquire as to whether the Credit Union has discriminated against married couples. Before looking at the facts leading up to the "freezing" of these Accounts, let us first point out that the open-end accounts of both Mr. Coleman and Ms. Burbank have been "frozen," not terminated.

[REDACTED]

Turning to the facts surrounding the "freeze", Mr. Coleman currently has a [REDACTED] real estate loan with the Credit Union secured by a deed of trust on property at 3085 Naranja Drive. The application for this loan is attached hereto as Exhibit "2". In April, 1990, Mr. Coleman and Ms. Burbank applied, as co-borrowers, for a first mortgage (\$187,450) and a second mortgage (\$91,000) on a new home at 139 Joscolo View based upon a sale of the old home (and payoff of the loan on Naranja). The application for these loans is attached hereto as Exhibit "3." The loan applications for the new first and new second loans indicate the "present" address (in April, 1990) of Mr. Coleman to be the Naranja address and that he had been there for four (4) years. Significantly, Julia Burbank completed the "present" address section of these applications as "same."

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

A creditworthiness review and a "freeze" on the account(s) of Mr. Coleman and Ms. Burbank became necessary when Ms. Burbank and Mr. Coleman (as co-borrowers on the Joscolo View first and second deed of trust) failed to payoff the debt obligation on the Naranja Dr. loan to the Credit Union. Keep in mind that sale of the Naranja home was indicated on the loan application signed by Ms. Burbank and Mr. Coleman as the source of the down payment and settlement charges for the new loans. Due to the failure of Ms. Burbank and Mr. Coleman to discharge the Naranja loan, the Credit Union became extremely concerned as to the ability of these borrowers to manage (above and beyond any other obligations and expenses they may have) the Naranja loan obligation, the two new loans on the Joscolo View home and the unsecured lines of credit and VISA Card Accounts.

With this in mind, the Credit Union froze the lines of credit and VISA Card Accounts in question pending further financial information from these individuals and pending the sale of the Naranja home.

Analysis of the debt obligations of both Ms. Burbank and Mr. Coleman are set forth in Exhibit "4" in accordance with the facts as known to the Credit Union at the time of the "freeze". Their debt ratio is 56.8%. This debt ratio clearly exceeds Credit Union policy and sound lending practices. Please refer to the Exhibit for more detailed analysis. It is to be noted that, subsequent to the Credit Union's "freezing" of these accounts, Ms. Burbank and Mr. Coleman obligated themselves for an \$83,000 "bridge" loan at payments of \$865.00 per month (interest only at 12 1/2% per

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Director, Supervision Division
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annum). To date, we do not believe that this loan has been paid off.

At this time the Credit Union is awaiting word from Ms. Burbank and Mr. Coleman regarding the sale of the Naranja home.

When and if Ms. Burbank and Mr. Coleman can provide proof of the sale of the Naranja home and a payoff of the first deed of trust on Naranja and the "bridge" loan; then the Credit Union will conduct a review and make a determination regarding the credit accounts in question. Of course, you may rest assured that the Credit Union has always complied, and intends to continue to comply, with the ECOA as well as its own underwriting standards in reviewing these accounts. For your ready reference, please refer to Exhibit "5" for the Credit Union's current policy concerning maximum loan limits. This policy conforms to federal and state law.


I trust this letter has addressed your concerns with regard to this matter.

If you have any questions, please do not hesitate to call.

Sincerely,

STYSKAL, WIESE & MELCHIONE


Joseph S. Melchione

JSM/so
Enclosures

- cc: Ms. Lillian Johnson (w/enclosures)
Chairman of the Supervisory Committee
CHEVRON FEDERAL CREDIT UNION
- cc: Ms. Linda Manning, President (w/enclosures)
CHEVRON FEDERAL CREDIT UNION

77.10

77.10F

Exhibit 4

WITHHELD

Exhibit "2"

WITHHELD

List of Exhibits

Chevron Federal Credit Union / Ms. Julia Burbank

- | | |
|-------------|--|
| Exhibit "1" | September 25, 1990 letter. |
| Exhibit "2" | Naranja Drive Application. |
| Exhibit "3" | Joscolo View Applications. |
| Exhibit "4" | Joint Debt Ratio of Julia Burbank and Jason Coleman. |
| Exhibit "5" | Credit Union's Current Policy Regarding Maximum Loan Amounts |

NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the National Credit Union Administration 2300 Clayton Road, #1350, Concord, CA 94520.

PROPERTY SUBJECT

Property Street Address: 139 JESSOLO VIEW City: CLAYTON County: CONTRA COSTA State: CA 94517 No. Units: ONE

Legal Description: 1-67, WINDMILL CANYON PHASE 1, CONTRA COSTA CO

Purpose of Loan: Purchase Construction-Permanent Construction Refinance Other Explain

Complete this line if Construction-Permanent or Construction Loan: Lot Value Date: Original Cost: Present Value (a): Cost of Imps (b): Total (a + b):

Complete this line if a Refinance Loan: Year Acquired: Original Cost: Amt. Existing Loans: Purpose of Refinance: Describe improvements: main to be done

Title Will Be Held in What Name(s): JASON C COLEMAN and JULIA H BURBANK-COLEMAN, ET UX Manner in Which Title Will Be Held: JOINT TENANTS

Source Of Down Payment and Settlement Charges: SALE OLD HOME

This application is designed to be completed by the borrower(s) with the lender's assistance. The Co-Borrower Section and all other Co-Borrower questions must be completed and the appropriate boxes checked. If the Borrower is married and resides at the property's location, a dependent must be listed on the form or the Borrower is relying on income from business, credit support, or separate investments or on the income or assets of another person as a basis for repayment of the loan or community property state.

BORROWER			CO-BORROWER		
Name: JASON C COLEMAN	Age: 31	School: 18	Name: JULIA H BURBANK-COLEMAN	Age: 30	School: 16
Present Address: No. Years: 4 <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent	Street: 3085 NORANDA DRIVE		Present Address: No. Years: <input type="checkbox"/> Own <input type="checkbox"/> Rent	Street: CLAYTON	
City/State/Zip: WINDMILL CANYON, CA 94598	Former Address if less than 2 years at present address:		City/State/Zip: CLAYTON	Former Address if less than 2 years at present address:	
Years at former address: <input type="checkbox"/> Own <input type="checkbox"/> Rent	Martial Status: <input checked="" type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried		Years at former address: <input type="checkbox"/> Own <input type="checkbox"/> Rent	Martial Status: <input checked="" type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried	
Name and Address of Employer: CINCERON CORPORATION, 225 BUSH STREET, SAN FRANCISCO, CA 94104	Years employed in this line of work or profession: 2 years	Position/Title: FINANCE / ACCOUNTANT	Name and Address of Employer: CHEVROLET SERVICES CO., 225 BUSH STREET, SAN FRANCISCO, CA 94104	Years employed in this line of work or profession: 2 years	Position/Title: MANAGER / PERCUSSION
Social Security Number: 551 33 0249	Home Phone: 935 4719	Business Phone: 894 3995	Social Security Number: 571 35 1342	Home Phone: 935 4719	Business Phone: 894 0664

GROSS MONTHLY INCOME			MONTHLY HOUSING EXPENSE			DETAILS OF PURCHASE		
Borrower	Co-Borrower	Total	First Mortgage (P&G)	Other Financing (P&G)	Total	a. Purchase Price	b. Total Closing Costs (Est.)	c. Present Equity (Est.)
\$ 5200	\$ 3983	\$ 9191	1253	700	1645	\$ 348,315		
			Hazard Insurance	Real Estate Taxes		d. Amount This Mortgage	e. Other Financing	f. Other Equity
			45	165	300	187,450	91,000	
			Mortgage Insurance	Homeowner Assn. Dues		g. Amount of Cash Down	h. Closing Costs Paid by Seller	i. Cash Paid Per Closing (Est.)
						3650		
			Total Monthly Pmt.	Utilities				
			\$ 2163	110	150			
			Total					
			\$ 2273		\$ 3218			

DESCRIBE OTHER INCOME. B - Borrower C - Co-Borrower

NOTICE: Alimony, child support, or separate maintenance income need not be reported if the Borrower or Co-Borrower does not choose to have it considered as a basis for repaying the loan.

EMPLOYED IN CURRENT POSITION FOR LESS THAN TWO YEARS COMPLETE THE FOLLOWING:

EMP	Previous Employer/Status	City/State	Type of Business	Position/Title	Dates From/To	Monthly Income

THESE QUESTIONS APPLY TO BOTH BORROWER AND CO-BORROWER

Question	Borrower Yes or No	Co-Borrower Yes or No	Borrower Yes or No	Co-Borrower Yes or No
Are there any outstanding judgments against you?	NO	NO	YES	YES
Have you been declared bankrupt within the past 7 years?	NO	NO		
Have you had previously foreclosed upon or given title or deed in lieu thereof in the last 7 years?	NO	NO		
Are you a party to a tax suit?	NO	NO		
Are you obligated to pay alimony, child support, or separate maintenance?	NO	NO		
Is any part of the down payment borrowed?	NO	NO		
Are you a co-maker or endorser on a loan?	NO	NO		

Are you a U.S. citizen? YES YES

If "no," are you a resident alien? _____

If "no," are you a non-resident alien? _____

Explain Other Financing or Other Equity if any: _____

PROPERTY SUBJECT PROPERTY

Property Street address: 172 Los Gatos Ave, City: CLAYTON, County: CONTRA COSTA, State: CA, Zip: 94516

Legal Description (attach description if necessary): L-69 LINDSAY CANON COUNTY COURTHOUSE

Purpose of Loan: Purchase Construction-Permanent Construction Refinance Other (Specify)

Complete this line if Purchase Construction-Permanent or Construction Loan: LSI Value Date: Original Cost: Present value (B): Cost of improvements: (A) + (B) + (C)

Complete this line if Refinance Loan: Year Acquired: Original Cost: AMI Existing Loans: Purpose of Refinance: Description of improvements: (A) + (B) + (C)

Title will be held in what names: JACOB COLEMAN AND JULIA S. BERKMAN COLEMAN, SUK. Manner in which Title will be held: Joint Tenants

Source of Down Payment and Settlement Charges: SALE OF OLD HOME

BORROWER **CO-BORROWER**

Name: J.C. COLEMAN Age: 31 School: 18 Name: J.H. BUSHAW-COLEMAN Age: 30 School: 16

Present Address: No Years: 4. Own Rent Street: 3085 NARANJA DRIVE City/State/Zip: WILSON CREEK, CA 94598

Former Address (if less than 2 years at present address): Street: City/State/Zip: Years at former address: Own Rent

Marital Status: Married Separated (incl. single sources) Unmarried (incl. single sources)

DEPENDENT'S OTHER THAN S'IC BY CO-BORROWER: Name: Age: Sex:

Name and Address of Employer: CHEVROLET CORPORATION, 225 BUSH STREET, SAN FRANCISCO, CA 94104, EM 1014. Years employed in this line of work or profession: 2 years. Years on this job: Self-Employed Not Employed

Name and Address of Employer: CHEVROLET SERVICE CO., 225 Bush Street, San Francisco CA 94104. Years employed in this line of work or profession: 2 years. Years on this job: Self-Employed Not Employed

Position/Title: Sr. Financial Analyst / Finance Director. Business: Finance/Retirement. Position/Title: Auditor. Business: Finance/Retirement.

Social Security Number: 557 33 6249. Home Phone: 935 4779. Business Phone: 894 2950178. Social Security Number: 571 35 1342. Home Phone: 935 4779. Business Phone: 894 0764.

GROSS MONTHLY INCOME				MONTHLY HOUSING EXPENSE		DETAILS OF PURCHASES	
Borrower	Co-Borrower	Total	Net	Principal	Do Not Complete if Refinance		
Base (Emp. income)	\$ 5208	\$ 3983	\$ 9191	1253	1645	a. Purchase Price	\$ 349,375
Dividends				700	1025	b. Total Closing Costs (Est.)	
Retirement				45	75	c. Prepaid Expenses (Est.)	
Commissions				165	300	d. Total (a + b + c)	
Dividends/Interest	50	50	50			e. Amount This Mortgage	\$ 620
Net Rental Income						f. Other Financing	27,450
Other (Specify: commission, tax, rental, interest, dividend, other income source)						g. Other Equity	
Total	\$ 5258	\$ 3983	\$ 9241	\$ 2163	\$ 3068	h. Amount of Cash Down	7250
				110	150	i. Closing Costs Paid by Seller	
				\$ 1,273	\$ 3218	j. Cash Need for Closing (Est.)	

DESCRIBE OTHER INCOME

NOTICE: Lender's other sources of income information are not to be reviewed if the Borrower or Co-Borrower does not choose to have it considered as a basis for receiving this loan.

IF EMPLOYED IN CURRENT POSITION FOR LESS THAN TWO YEARS COMPLETE THE FOLLOWING

B/C	Previous Employer/Biz	City/State	Type of Business	Position/Title	Dates From/To	Monthly Income

THESE QUESTIONS APPLY TO BOTH BORROWER AND CO-BORROWER

Question	Borrower Yes or No	Co-Borrower Yes or No
Are there any outstanding judgments against you?		
Have you been declared bankrupt within the last 7 years?		
Have you had property repossessed within or given into or sold in the last 7 years?		
Are you a party to a tax suit?		
Are you obligated to pay alimony, child support, or separate maintenance?		
Is any part of the down payment borrowed?		
Are you a co-maker or guarantor on a loan?		
Are you a U.S. citizen?		
If "no," are you a resident alien?		
If "no," are you a non-resident alien?		
Explain Other Financing or Other Equity if any:		

*FHA, VA, and USDA require business credit reports, signed Federal reports for returns for the last two years, and, if indicated, Federal Profit and Loss Statements that include cash on hand at the end of the year.

**All Federal reports requiring addresses of Borrower and Co-Borrower should be based on a completed Form 100.

***Obtain from FHLB/C.

FHLB/C 05 Rev. 1988

THIS STATEMENT OF ASSETS AND LIABILITIES IS TO BE COMPLETED BY THE APPLICANT AND SHOULD BE COMPLETED CAREFULLY. THE APPLICANT SHOULD BE PREPARED TO FURNISH SUPPORTING DOCUMENTATION FOR ALL INFORMATION REPORTED HEREON. THE APPLICANT SHOULD BE PREPARED TO FURNISH SUPPORTING DOCUMENTATION FOR ALL INFORMATION REPORTED HEREON. THE APPLICANT SHOULD BE PREPARED TO FURNISH SUPPORTING DOCUMENTATION FOR ALL INFORMATION REPORTED HEREON.

ASSETS		LIABILITIES AND PLEDGED ASSETS	
Description	Cash or Market Value	Creditor's Name, Address and Account Number	Amount Owed by Borrower's
Cash Deposit Toward Purchase made by N. Amer. Fin. Co. (100) & Divers. Co.	3650		
Checking and Savings Accounts (Show Name of Institution/Inst. No. & Bank, S & L or Credit Union)			
CFLU 19647 23066	3500		
Stocks and Bonds (See Description)			
Cherwin Corp (100)	7700		
Timobell Co (100)	1000		
Per Capita XSL	5000		
Life Insurance (Net Cash Value Face Amount is)		Other Debts including Stock Pledges	
SUBTOTAL LIQUID ASSETS	\$ 20,850		
Real Estate Owned (Enter Market Value from Schedule of Real Estate Owned)	355,000	Real Estate Loans	
Value Interest in Retirement Fund	41,000	CFLU - 19647 Rt. 2E Colman, 999 East Lanston Rd. San Mateo, CA	20,000 26,000
Net Worth of Business Owned (ATTACH FINANCIAL STATEMENT)			
Automobile (Make and Year)		Automobile Loans	
1985 PONTIAC	15,000	CFLU Pontiac	475.16 \$780
1985 TOYOTA	7,000		
Furniture and Personal Property (See Other Assets Itemize)	25,000	Annuity, Child Support and Separate Maintenance Payments (State %)	
		TOTAL MONTHLY PAYMENTS	\$
TOTAL ASSETS	\$ 463,850	NET WORTH (A MORE IS \$ 260,050	TOTAL LIABILITIES \$ 2038

Address of Property (Include S & Lot, PG & Parcel No. or R & Parcel being paid for income)	Type of Property	Present Market Value	Amount of Mortgage & Loan	Yr. Bld. Run or Income	Yr. Bld. P. Run or Income	Yr. Bld. Maintenance Inc. Tax	Yr. Bld. Property Tax
Lot 3 Colman, Rancho Vista, CA	HOME	20,000	0	0	0	750/yr	0
375 N. Main Dr. W.C.	HOME	335,000	196,000	0	19.53	215/yr	1/12
TOTALS		\$	\$	\$	\$	\$ 245/yr	1/12

B - Borrower C - Co-Borrower	Creditor's Name and Address	Account Number	Balance	Payment	Current Balance	Date Paid

If any additional names under which credit has previously been received

AGREEMENT The undersigned agrees for the loan indicated in this application to be secured by a first mortgage or deed of trust in the property described herein and to execute all documents and to be used for any legal or restricted purpose and that all statements made in this application are true and are made for the purpose of obtaining the loan and to indemnify the lender from any source named in this application. The original or a copy of this application will be retained by the lender even if the loan is not granted.

The undersigned agrees or does not intend to occupy the property as their primary residence.

I am fully understanding that if it is a Federal crime punishable by fine or imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under provisions of Title 18, United States Code, Section 1014.

John C. Colman 2/17/90 *[Signature]* 4/25/90

BORROWER: I do not wish to furnish this information <input type="checkbox"/> I do RACE: <input type="checkbox"/> American Indian <input type="checkbox"/> Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> Other NATIONAL: <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Other ORIGIN: <input type="checkbox"/> Other (Specify) _____	CO-BORROWER: I do not wish to furnish this information <input type="checkbox"/> I do RACE: <input type="checkbox"/> American Indian <input type="checkbox"/> Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> Other NATIONAL: <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Other ORIGIN: <input type="checkbox"/> Other (Specify) _____
--	---

THIS APPLICATION WAS TAKEN BY:

By a loan officer

By mail

By telephone

Address of origin: _____

REVERSE

Credit Union's Policy regarding Maximum Loan Amounts is as follows:

"Maximum loan amount is limited to \$50,000 per member of non-mortgage secured loans or \$300,000 per member including mortgage secured loans. For purposes of calculating the maximum loan amount it will be considered that a member is separately responsible for the full amount of any loan for which he/she is a co-borrower or co-signor or for any other debt for which the member is legally responsible."

of Records" and identified in accordance with 792.22(a), by an individual seeking notification of, or access to, a record, shall be responsible: (1) for determining whether access is available under the Privacy Act; (2) for notifying the requesting individual of that determination; and (3) for providing access to information determined to be available. In the case of an individual access request made in person, information determined to be available shall be provided by allowing a personal review of the record or portion of a record containing the information requested and determined to be available, and the individual shall be allowed to have a copy of all or any portion of available information made in a form comprehensible to him. In the case of an individual access request made by mail, information determined to be available shall be provided by mail, unless the individual has requested otherwise.

(b) The following time limits shall be applicable to the required determinations, notification and provisions of access set forth in paragraph (a) of this Section:

(1) A request concerning a single system of records which does not require consultation with or requisition of records from another agency shall be responded to within 10 working days after receipt of the request;

(2) A request requiring requisition of records from or consultation with another agency shall be responded to within 10 working days after such requisition or resolution of the required consultation. Such required requisition or consultation shall be initiated within 10 working days after receipt of the request;

(3) If a request under paragraphs (b)(1) or (2) of this Section presents unusual difficulties in determining whether the records involved are exempt from disclosure, the Director of the Administrative Office may, upon written request of the official responsible for action upon the record request, extend the time period established by these regulations for an additional 15 working days.

(c) Nothing in this Section shall be construed to allow an individual access to any information compiled in reasonable anticipation of a civil action or proceeding, or any information exempted from the access provisions of the Privacy Act.

§792.25 Special procedures: Information furnished by other agencies; medical records

(a) When a request for records or information from NCUA includes information furnished by other Federal agencies, the NCUA official responsible for action on the request shall consult with the appropriate agency prior to making a decision to disclose or refuse access to the record, but the decision whether to disclose the record shall be made in the first instance by the NCUA official.

(b) When an individual requests medical records concerning that individual, the NCUA official responsible for action on the request may advise the individual that the records will be provided only to a physician designated in writing by the individual. Upon receipt of the designation and upon proper verification of identity, the NCUA official shall permit the physician to review the records or to receive copies of the records by mail. The determination of which records should be made available directly to the individual and which records should not be disclosed directly because of possible harm to the individual shall be made by the NCUA official responsible for action on the request.

§792.26 Requests for correction or amendment to a record; administrative review of requests

(a) An individual may request amendment of a record concerning that individual by addressing a request, either in person or by mail, to the NCUA official identified in the "contesting record procedures" section of the "Notice of Systems of Records" published in the *FEDERAL REGISTER* and describing the system of records which contains the record sought to be amended. The request must indicate the particular record involved, the nature of the correction sought, and the justification for the correction or amendment. Requests made by mail should be addressed to the responsible NCUA official at the address specified in the "Notice of Systems of Records" describing the system of records which contains the contested record. An individual who does not have access to the NCUA's "Notice of Systems of Records," and to whom the appropriate address is otherwise unavailable may submit a request to the Director of the Administrative Office, National Credit Union Administration, 1776 G Street, N.W., Washington, D.C. 20456, in which case the request will then be referred to the appropriate NCUA official. The date of receipt of the request will be determined as of the date of receipt by that official.

(b) Within 10 working days of receipt of the request, the appropriate NCUA official shall advise the individual that the request has been received. The appropriate NCUA official shall then promptly (under normal circumstances, not later than 30 working days after receipt of the request) advise the individual that the record is to be amended or corrected, or inform the individual of rejection of the request to amend the record, the reason for the rejection, and the procedures established by §792.27 for the individual to request a review of that rejection.

§792.27 Appeal of initial determination

(a) A rejection, in whole or in part, of a request to amend or correct a record may be appealed to the General Counsel within 30 working days of receipt of notice of the rejection. Appeals shall be in writing, and shall set forth the specific item of information sought to be corrected and the documentation justifying the correction. Appeals shall be addressed to the Office of General Counsel, National Credit Union Administration, 1776 G Street, N.W., Washington, D.C. 20456. Appeals shall be decided within 30 working days of receipt unless the General Counsel, for good cause, extends such period for an additional 30 working days.

(b) Within the time limits set forth in paragraph (a) of this Section, the General Counsel shall either advise the individual of a decision to amend or correct the record, or advise the individual of a determination that an amendment or correction is not warranted on the facts, in which case the individual shall be advised of the right to provide for the record a "Statement of Disagreement" and of the right to further appeal pursuant to the Privacy Act. For records under the jurisdiction of the Office of Personnel Management, appeals will be made pursuant to that agency's regulations.

(c) A statement of disagreement may be furnished by the individual. The statement must be sent, within 30 days of the date of receipt of the notice of General Counsel refusal to authorize correction, to the General Counsel, National Credit Union Administration, 1776 G Street, N.W., Washington, D.C. 20456. Upon receipt of a statement of disagreement in accordance with this Section, the General Counsel shall take steps to ensure that the statement is included in the system of records containing the disputed item and that the original item is so marked to indicate that there is a statement of dispute and where, within

the system of records, that statement may be found.

(d) When a record has been amended or corrected or a statement of disagreement has been furnished, the system manager for the system of records containing the record shall, within 30 days thereof, advise all prior recipients of information to which the amendment or statement of disagreement relates whose identity can be determined by an accounting made as required by the Privacy Act of 1974 or any other accounting previously made, of the amendment or statement of disagreement. When a statement of disagreement has been furnished, the system manager shall also provide any subsequent recipient of a disclosure containing information to which the statement relates with a copy of the statement and note the disputed portion of the information disclosed. A concise statement of the reasons for not making the requested amendment may also be provided if deemed appropriate.

(e) If access is denied because of an exemption, the individual shall be notified of the right to appeal that determination to the General Counsel within 180 days after receipt of the determination. Such an appeal shall be determined within 30 days.

§792.28 Disclosure of record to person other than the individual to whom it pertains

No record or item of information concerning an individual which is contained in a system of records maintained by NCUA shall be disclosed by any means of communication to any person, or to another agency, without the prior written consent of the individual to whom the record or item of information pertains, unless the disclosure would be—

(a) To an employee of the NCUA who has need for the record in the performance of duty;

(b) Required by the Freedom of Information Act;

(c) For a routine use as described in the "Notice of Systems of Records," published in the *FEDERAL REGISTER*, which describes the system of records in which the record or item of information is contained;

(d) To the Bureau of the Census for purposes of planning or carrying out a census or survey or related activity pursuant to the provisions of Title 13 of the United States Code;

(e) To a recipient who has provided the NCUA with advance adequate written assurance that