



NATIONAL CREDIT UNION ADMINISTRATION

WASHINGTON, D.C. 20456

November 20, 1991

Julia H. Burbank  
139 Joscolo View  
Clayton, CA 94517

Re: Chevron Federal Credit Union (Your August 28,  
1991, Letter)

Dear Ms. Burbank:

You have responded to our May 7, 1991, partial release of a letter from the above-referenced credit union's attorney. You have asked us to release additional portions of the letter and to take further action regarding your complaint against the credit union. Unfortunately, we can do neither.

To review the facts briefly, you filed a discrimination complaint against the credit union with the National Credit Union Administration (NCUA) Regional Office. The Regional Office investigated the complaint and, by letter dated January 31, 1991, informed you that the credit union's actions did not constitute a violation of the Equal Credit Opportunity Act. The Regional Office also stated that it was not in a position to resolve the factual disputes between you and the credit union.

You subsequently filed a Freedom of Information Act (FOIA) request for information relating to your complaint. On February 22, 1991, the Regional Office responded to your request, providing some documents but withholding a letter from the credit union's attorney to NCUA. We received your appeal of the withholding of the letter on April 9, 1991, and responded on May 7, 1991. Analyzing your right to the letter under both the FOIA and the Privacy Act, we released those portions of the letter setting forth the credit union's view of the facts surrounding your complaint. We withheld portions which set forth certain of your husband's financial transactions and the attorney's opinions regarding your complaint.

FOIA

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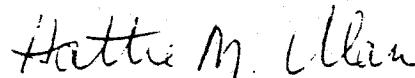
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You have asked us to release the portions of the letter which we "claim" are related to your husband. Although we cannot release the specific information without his written permission, please be advised that the following items were withheld:

- 1) On the second line of the last paragraph on page 2, the amount of your husband's real estate loan with the credit union.
- 2) Exhibit 2, your husband's residential loan application for the house he purchased before your marriage.
- 3) Exhibit 4, an analysis of the debt obligations of you and your husband.

You have also asked us to review the facts surrounding your dispute with the credit union. Unfortunately, we cannot. NCUA is charged with ensuring the safety and soundness of credit unions and their compliance with applicable laws and regulations. It is neither a court of law nor an arbitrator. There is no suggestion that the credit union's financial health is threatened by the situation at hand, and the Regional Office was satisfied that the credit union's policies were in accordance with the Equal Credit Opportunity Act. Your dispute, involving conflicting versions of the facts, must be resolved in a different forum.

Sincerely,



Hattie M. Ulan  
Associate General Counsel

cc: Chairman Jepsen

GC/LH:sg  
SSIC 3212  
91-0911