

DECLARATION OF ROBERT B. FOROUZANDEH

I, Robert B. Forouzandeh, declare that:

1. I am an attorney at law duly licensed to practice before all of the Courts of the State of California and all of the United States district courts in the State of California, including the Bankruptcy Court for the Central District of California. I am a partner of the law firm of Reicker, Pfau, Pyle & McRoy LLP, attorneys of record for Claimant MUFU UNION BANK, N.A. ("Union Bank"). I was previously counsel for Claimant Santa Barbara Bank & Trust ("SBBT") before that entity merged with Union Bank and appeared before this Court on this matter in that capacity. This declaration is in support of Union Bank's opposition to the "Debtor's Amended Non-binding claim objection" filed by the Debtor William Arthur Bookout ("Bookout") on April 20, 2016 ("Debtor's 2016 Amended Claim Objection").

2. I have personal knowledge of the matters stated herein, except as to those matters stated on information and belief, and as to those matters, I believe them to be true. If called to testify, I could and would competently testify to the facts stated herein.

3. I have reviewed the contents of Debtor's Amended Claim Objection filed May 19, 2016 ("Amended Claim Objection"). In his pleading, Bookout refers to a "New Claim" having been filed on June 25, 2013, which is incorrect. SBBT/Union Bank has not filed any claims in this action since the Amended Proof of Claim it filed on April 16, 2012 in the amount of \$311,608.43. This Court approved SBBT/Union bank's claim "in full" in the amount of \$311,608.43 pursuant to an order entered on June 21, 2012. Accordingly, since this Court has already approved the Claim in full, I am uncertain on

1 what ground Bookout has filed his "Amended Claim Objection."

2 History of Loan

3 4. Bookout is the borrower on the United States Small
4 Business Administration Loan made originally by First Bank of San
5 Luis Obispo in the amount of \$450,000 in 2003 (the "Loan").
6 Subsequently, SBBT became the successor in interest to First Bank of
7 San Luis Obispo on the loan. Thereafter, Union Bank became the
8 successor in interest to SBBT on the loan when Union Bank and SBBT
9 merged.

10 5. I have been handling matters related to the Loan and
11 communicating directly with Bookout and at times with his bankruptcy
12 counsel since the first quarter of 2011, first as counsel to SBBT
13 and then as counsel to Union Bank. After Bookout failed to make 14
14 consecutive payments on the Loan, SBBT and Bookout entered into a
15 Forbearance Agreement on June 30, 2007 (the "Forbearance
16 Agreement"). In early 2011, Bookout was again in default of the
17 Loan and the Forbearance Agreement because he was over one year
18 behind in Loan payments. On May 6, 2011, my partner Diana Jessup
19 Lee and I provided Bookout with an accounting of his loan, which
20 Bookout disputed. On May 19, 2011, SBBT recorded a Notice of
21 Default against the two pieces of real property which secured the
22 Loan.

23 6. After bombarding SBBT employees, officers and directors
24 with *hundreds* of harassing communications regarding the alleged
25 fraudulent handling of the Loan, on June 27, 2011, on behalf of SBBT
26 Vice President Christine Sontag, I sought and obtained a restraining
27 order against Bookout which stated that any contact between Bookout
28 and SBBT "shall be through" SBBT's counsel (myself and my partner

1 Diana Jessup Lee) (the "Restraining Order"). On June 24, 2011, prior
2 to the issuance of the Restraining Order, Bookout filed an
3 opposition. In his opposition, Bookout alleged, among other things,
4 that: (1) SBBT had committed "Breach of Contract and Mortgage
5 Modification Fraud since 2007"; (2) SBBT had not properly applied
6 Bookout's \$22,274.46 payment from the Forbearance Agreement; (3)
7 SBBT's accounting of the Loan was allegedly false; and (4) SBBT had
8 committed "perjury."

9 7. After Union Bank announced its merger with SBBT, Bookout
10 began bombarding Union Bank officers, directors and employees in the
11 same manner he had harassed SBBT employees. As a result, on
12 February 5, 2013, again on behalf of Christine Sontag, I
13 successfully petitioned the Santa Barbara Superior Court to modify
14 the Restraining Order to also include Union Bank and again order
15 Bookout to only contact Union Bank's outside counsel, myself and
16 Diana Jessup Lee, regarding the Loan.

17 Bankruptcy History

18 8. On September 15, 2011, Bookout filed his first petition
19 for Chapter 13 Bankruptcy in this Court (the "First Bankruptcy").
20 On October 31, 2011, SBBT filed a Proof of Claim, which I assisted
21 SBBT's bankruptcy counsel in preparing, arising from the Loan in the
22 First Bankruptcy. On December 15, 2011, Bookout filed an objection
23 to SBBT's Proof of Claim, which was based upon, but not limited to,
24 allegations that SBBT had: (1) not properly amortized the Loan and
25 the Forbearance Agreement; (2) changed loan documents; (3) filed
26 fraudulent notices of default; and (4) breached the Forbearance
27 Agreement. Bookout's First Bankruptcy was dismissed by this Court
28 on December 20, 2011, due to Bookout's failure to make plan

1 payments.

2 9. On December 27, 2011, Bookout refiled this Chapter 13
3 Bankruptcy in this Court (the "Second Bankruptcy"). On January 9,
4 2012, SBBT filed a Proof of Claim in the Second Bankruptcy, which I
5 assisted SBBT's bankruptcy counsel in preparing, arising from the
6 Loan in the amount of \$434,589. On February 17, 2012, the parties
7 stipulated and this Court allowed SBBT to foreclose on Bookout's
8 real property known as the "Oceano property" and use the proceeds
9 from the trustee's sale to pay down the arrears and principal on the
10 Loan.

11 10. On March 13, 2012, Bookout filed an objection to SBBT's
12 Creditor Claim in the Second Bankruptcy (Exhibit 2 to the Amended
13 Claim Objection). This time, among other things, Bookout alleged
14 that SBBT had: (1) improperly reduced the minimum bid price of the
15 Oceano property at the trustee's sale; and (2) improperly charged
16 Bookout \$57,676.17 for attorney's fees and charges associated with
17 Bookout's default on the Loan. SBBT filed a response to the Debtor's
18 2012 Claim Objection on March 30, 2012 (See Exhibit 3 to the Amended
19 Claim Objection). A hearing was held on the Debtor's 2012 Claim
20 Objection on April 13, 2012 at which time the Honorable Robin L.
21 Riblet overruled Bookout's objections.

22 11. On or around April 16, 2012, after applying the proceeds
23 from the trustee's sale to: (1) pay off the arrears on the Loan,
24 including pre-petition late fees; and (2) pay the \$57,676.16 in pre-
25 petition attorney's fees incurred by SBBT, SBBT amended its Proof of
26 Claim and reduced the amount of its claim to \$311,608.43. I
27 assisted SBBT's bankruptcy counsel in preparing the Amended Proof of
28 Claim - the claim that is at issue in Bookout's Amended Claim

1 Objection. A copy of the Amended Proof of claim is attached hereto
2 as Exhibit "A". On April 25, 2012, this Court confirmed Bookout's
3 Chapter 13 Plan in the Second Bankruptcy.

4 12. On June 21, 2012, the Bankruptcy Court entered its order
5 denying Bookout's Objection to the Proof of Claim and approved
6 SBBT's Proof of Claim "in full" in the amount of \$311,608.43. A
7 copy of the Order is attached hereto as Exhibit "B".

8 False Allegations in Amended Claim Objection

9 13. Throughout his Amended Claim Objection, Bookout alleges
10 that Union Bank rescinded his "SBA Loan." (see e.g. pg. 2:22-26)
11 This statement is incorrect as Union Bank never rescinded the Loan.
12 The Loan has at all times been in full force and effect. Instead,
13 after Bookout breached the Forbearance Agreement, SBBT rescinded the
14 Forbearance Agreement, pursuant to the terms of that Agreement which
15 allowed for rescission if Bookout breached its terms. I notified
16 Bookout, via email on numerous occasions of SBBT's rescission of the
17 Forbearance Agreement prior to the filing of both Bookout's First
18 Bankruptcy and Second Bankruptcy. A true and correct copy of an
19 email chain between Bookout and I between August 1 and 3, 2011, in
20 which I tell Bookout about SBBT's rescission of the Forbearance
21 Agreement on two occasions before the First Bankruptcy is attached
22 as Exhibit "C". A true and correct copy of an email chain between
23 Bookout and I between November 21 and 23, 2011, in which I tell
24 Bookout about SBBT's rescission of the Forbearance Agreement before
25 the Second Bankruptcy is attached as Exhibit "D".

26 14. Based on the fact that Bookout had been notified, in
27 writing, about SBBT's rescission of the Forbearance Agreement prior
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1 to the initiation of his bankruptcy proceedings, his claim that
2 SBBT/Union Bank "only provided evidence of this Rescission on June
3 27, 2013 in Union Banks New (Proof of Claim)" is false. First, as
4 stated above, Union Bank did not file any type of claim with this
5 Court on June 27, 2013 or any "new" proof of claim after the April
6 16, 2012 Amended Proof of Claim. Second, the rescission of the
7 forbearance agreement occurred before Bookout had even filed the
8 First Bankruptcy.

9 15. Bookout also claims that Union Bank charged \$57,676.17 in
10 "Post-Petition Attorney Fees" (see e.g. 5:19-20), Again, this is
11 incorrect. As permitted by the Bankruptcy Code, Union Bank included
12 \$57,676.17 of *pre-petition* attorney fees incurred with my firm in
13 its Claim, arising from fees incurred after Bookout's breach of the
14 Forbearance Agreement and prior to the initiation of the First
15 Bankruptcy. At the April 13, 2012 hearing on Bookout's Objection to
16 the Claim, this issue was raised and Judge Riblet specifically
17 stated that inclusion of the approximately \$57,000 of pre-petition
18 attorney's fees into the claim was permissible, and she subsequently
19 approved the Claim "in full."

20 16. Bookout's claim that SBBT/Union Bank "waived all Pre-
21 Petition Attorney's fees" makes no sense. There is no document
22 which asserts such and this Court previously approved the Claim "in
23 full" and that Claim included SBBT's pre-petition attorney's fees.
24 Bookout's claim that SBBT/Union Bank's pre-petition late fees
25 charged were inappropriate is also without merit. Furthermore, this
26 Court approved the pre-petition late fees that were charged to
27 Bookout and included in the Claim.

28 17. SBBT/Union Bank never foreclosed on any "inventory" at

1 the Oceano Property. SBBT only foreclosed on the real property.
2 After taking possession, I, on behalf of SBBT, demanded to Bookout's
3 bankruptcy counsel, that Bookout go and remove various landscape
4 rocks that Bookout had left at the Property. I explained that SBBT
5 had no interest in the rocks and that if Bookout did not remove them
6 within a reasonable time, they would be discarded. SBBT never took
7 possession of the rocks and after Bookout failed to remove them or
8 indicate that he intended to remove them, SBBT had the rocks hauled
9 away by a third party. SBBT did not receive any compensation for
10 the rocks. Again, this issue was raised in Bookout's objection to
11 the Claim, yet this Court approved the Claim in full.

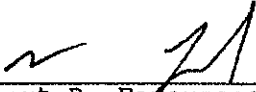
12 18. Bookout's objection to the manner in which SBBT set the
13 minimum bid price at the trustee sale of the Oceano property is
14 without merit. First, there is no authority which sets forth what
15 price a lender must set the minimum bid at. If Bookout, or anyone
16 in the market felt that the price was low, they could have purchased
17 the property at the trustee sale. Since no buyer appeared, the bank
18 took title to the property. Second, Bookout raised this exact
19 objection in his original Objection to the Claim and that was
20 rejected by this Court, when it approved the Claim "in full."

21 Civil Lawsuit

22 19. On May 18, 2015, Bookout filed a civil action against
23 Union Bank in the Superior Court for the State of California, San
24 Luis Obispo, entitled William A. Bookout vs. Union Bank, Case No.
25 15CV0265, regarding the handling of the Loan. Bookout's causes of
26 action arose from the same issues set forth in his Objection to the
27 Proof of Claim filed by SBBT in the First Bankruptcy, his Objection
28 to the Claim and his objections set forth in his Amended Objection

1 to the Claim. The State Court sustained Union Bank's demurrer
2 without leave to amend and entered judgment in Union Bank's favor,
3 for among other reasons, due to res judicata because this Court had
4 previously approved the Claim in full.

5 I declare under penalty of perjury pursuant to the laws of the
6 United States of America that the foregoing is true and correct.
7 Executed this 8th day of June, 2016, at Santa Barbara, California.
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12 _____
13 Robert B. Forouzandeh
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Robert Forouzandeh

From: Robert Forouzandeh
Sent: Wednesday, August 03, 2011 10:18 AM
To: 'Bill Bookout'
Subject: RE: Bookout/PCB Mediation per their Bank Fraud and Breach of Contract since 2007

Mr. Bookout:

In response to your questions :

"Wasn't the deferred payments amortized from 2007 into this loan as presented to the Internal Revenue Service by Santa Barbara Bank & Trust for 2007 and 2008?"

Why did Santa Barbara Bank & Trust not properly amortize this loan per the written 2007 Forbearance agreement?"

My response is as follows: Initially, the deferred payments were amortized into the loan after execution of the forbearance. This was indicated in the two amortization schedules that Ms. Lee provided to you previously. Subsequently, you defaulted on the loan and the forbearance agreement by failing to make payments. Pursuant to Section 4(b)(ii) of the Forbearance (which you cut and pasted to your email below), "In the event of default under this Agreement or the Applicable Loan Documents, Bank shall be entitled to cancel the forbearance applicable to the Deferred Payments and shall be entitled to demand that Borrower within fifteen (15) business days of the demand, pay to Bank in full (i) the Deferred Payments and (ii) the Deferred Late Charges..." Accordingly, after you defaulted on the Forbearance Agreement, Santa Barbara Bank and Trust demanded that you pay the entire Deferred Payment amount in full within 15 business days, which you failed to do. Accordingly, this amount was added to the Notice of Default which was recorded against your property in May.

All other questions that you pose in your latest email were previously answered by Ms. Lee in the various emails that I identified below.

I hope that this clears up any confusion that you may have as to the handling of your loan.

Robert

From: Bill Bookout [mailto:Pismobeachdiveshop@charter.net]
Sent: Wednesday, August 03, 2011 7:20 AM
To: Robert Forouzandeh
Cc: sandiego@sba.gov; 'Marianne Partridge -'; 'Nick Welsh -'; 'Michelle Drown -'; 'Matt Kettmann -'; dkatich@newspress.com; wmccaw@newspress.com; avw@newspress.com; rmiller@newtimesslo.com; aschwellenbach@newtimesslo.com; velie@calcoastnews.com; assignmentdesk@keyt.com; Customer.Assistance@occ.treas.gov; Carlos.Mendoza@sba.gov; sbcountyda@co.santa-barbara.ca.us; ombudsman@fdic.gov; sandiego@sba.gov; Lcannon@dfi.ca.gov; legal@fdic.gov; barney@independent.com; dporter@dfi.ca.gov; lol@rsmedlate.com; begelko@sfchronicle.com; 'Ashker, Terrill K.'; Senator.Biakeslee@senate.ca.gov; 'Congresswoman Lois Capps'; sduerr@thetribunenews.com; 'FDIC STARSMail'
Subject: RE: Bookout/PCB Mediation per their Bank Fraud and Breach of Contract since 2007

August 3, 2011

Office of the Comptroller of the Currency Case # 01394465 – Case # 770567

Robert Forouzandeh, California State Bar # 247177
Diana Jessup Lee, California State Bar # 155191
Reicker, Pfau, Pyle & McRoy LLP
1421 State Street, Suite B
Santa Barbara, CA 93101

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Mr. Robert Forouzandeh,

RE: Santa Barbara Bank & Trusts, Fraud and Breach of Contract since July 2007 per the Forbearance and Workout Agreement prepared by George C. Lazar.

RE: Your offer from Santa Barbara Bank & Trust. *"Nonetheless, as a token of good faith, if you pay the amount set forth on the July 27, 2011 statement (\$102,859.01), Santa Barbara Bank and Trust will accept this as a complete cure of your default on your loan which is now in its 21st month."*

All documents backing up the Fraud and Breach of Contract by Santa Barbara Bank & Trust can be seen at www.sbbtfraud.com — www.pacificcapitalbank.co — www.occquestions.com — www.santabarbarabankandtrustfraud.com — www.santabarbarabankandtrust.co - www.fdicquestions.com and www.geraldiford.net

Robert Forouzandeh, Please see that Christine Sontag and the Santa Barbara Bank & Trust Board of Directors—George Leis, Gerald J. Ford, Carl B. Webb, Richard A. Nightingale, John R. Mackall, Mark K. Olson, D. Vernon Horton, William R. Loomis, Edward E. Birch, Kathy J. Odell, Clayton C. Larson, Gordon J. Wahlgren and Mary Mascolo; —Are fully aware of your statements in your email August 1, 2011 and your refusal to answer questions asked of Santa Barbara Bank & Trust since May 19, 2011!

Please see attached contract above that Santa Barbara Bank & Trust has broken since July 2007! Remember that Christine Sontag has written to Judge Denise Motter per a restraining order for asking Banking questions of Santa Barbara Bank & Trust; requiring all communication to be with Robert Forouzandeh, Diana Jessup Lee and Lol Sorensen. Christine Sontag has stated to Judge Denise Motter! *"that any and all of his questions would be answered by those designated representatives."* This has not been done by you or Diana Jessup Lee, California State Bar #'s 247177 and 155191

Robert Forouzandeh, Why did Santa Barbara Bank & Trust not apply the \$22,274.46 to both principal and interest, per the 2007 Forbearance Agreement? The Office of the Comptroller of the Currency has stated June 30, 2011 regarding Santa Barbara Bank & Trust. *"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."* Please explain why Diana Jessup Lee California State Bar # 247177 does not account for this principal in her May 6, 2011 letter or her May 19, 2011 letter? Diana Lee State below on June 29, 2011. *"Your July 2007 payment of \$22,274.46 was used "to pay the monthly principal and interest payments owing on Note for the earliest five past due payments (May, 2006, June, 2006, July, 2006, August, 2006 and September, 2006)" exactly as stated in the Forbearance Agreement (emphasis added). This has been explained to you repeatedly. See my May 19, 2011 letter as well as the charts enclosed with my May 6, 2011 letter. I do not intend to continue repeating myself, so please do not keep asking this same question."* Please explain as to why Santa Barbara Bank & Trust would misinform the Office of the Comptroller of the Currency Case # 01394465 – Case # 770567?

The 2007 Forbearance and Workout Agreement States: *"\$22,274.66 to pay the monthly principal and interest payments owing on Note for the earliest five past due monthly payments (May, 2006, June, 2006, August, 2006 and September, 2006)."* Again please explain as to why Diana Lee has not accounted for this Principal in the May 19, 2011 NOD or her May 6th and 19th 2011 letters?

2. Payments in Conjunction with Agreement: On or before July 6, 2007, Borrower shall deposit into an account to be created at Bank in Borrower's name, but under Bank's control (the "Suspense Account") the sum of \$48,199.46. The amount so deposited shall be held and distributed as follows:

- a. Borrower hereby grants Bank a security interest in the Suspense Account to secure payment of amounts owing on the Note.
- b. Upon the Effective Date, Bank will make the following distributions from the Suspense Account:
 - i. \$22,274.46 to pay the monthly principal and interest payments owing on Note for the earliest five past due monthly payments (May, 2006, June, 2006, July 2006, August, 2006 and September, 2006).

Mr. Robert Forouzandeh, Can you explain this statement of yours a little more "The July 27, 2011 statement sent from Santa Barbara Bank and Trust does not include the amounts owed by you for the deferred payments under the Forbearance Agreement. When you breached the Forbearance Agreement by going into default on your loan, pursuant to

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contract, the deferred payments were accelerated and due in full immediately." Wasn't the deferred payments amortized from 2007 into this loan as presented to the Internal Revenue Service by Santa Barbara Bank & Trust for 2007 and 2008?

Why did Santa Barbara Bank & Trust not properly amortize this loan per the written 2007 Forbearance agreement?

b. Bank will not require Borrower to pay immediately the ten accrued but unpaid monthly payments of principal and interest due for the months from October 2006 through July 2007 (the "Deferred Payments") nor any accrued but unpaid late charges, including but not limited to the late charges assessed on the Deferred Payments (the "Deferred Late Charges") on the following terms and conditions:

i. Bank will amortize the Modified Payment Amount, as defined above, so as to collect the Deferred Payments over the remaining life of the Loan.

ii. In the event of default under this Agreement or the Applicable Loan Documents, Bank shall be entitled to cancel the forbearance applicable to the Deferred Payments and shall be entitled to demand that Borrower within fifteen (15) business days of the demand, pay to Bank in full (i) the Deferred Payments and (ii) the Deferred Late Charges, less any payments actually received on account of such deferred obligations. Failure to pay the amount so owing within the fifteen day period set forth in this subsection (b) shall be deemed a default under this Agreement and under the deeds of trust which secure the Note.

5. Acknowledgment of and Grant of Security Interest in Litigation. Borrower acknowledges and agrees that the Litigation, to the extent that it seeks damages based upon inverse condemnation, involves a potential recovery which is subject to the Bank's security interest in the property described in the Litigation. Borrower acknowledges and agrees that Bank has a security interest in any inverse condemnation damages actually payable to Borrower and that Bank may record a UCC financing statement evidencing this security interest in the Litigation and the inverse condemnation proceeds, and that Bank may advise the parties to the Litigation of its interest.

Robert Forouzandeh, in 2007 Santa Barbara Bank & Trust Breached the Forbearance agreement by overcharging this SBA loan as shown by Diana Jessup Lee in her May 19, 2011 letter.

- 1) Robert Forouzandeh, You State: "The July 27, 2011 statement sent from Santa Barbara Bank and Trust does not include the amounts owed by you for the deferred payments under the Forbearance Agreement." Please provide the Santa Barbara Bank & Trust computerized records showing this as the monthly loan statements do not show \$45,171.20 claimed by Diana Jessup Lee and yourself! Please note that the Office of the Comptroller of the Currency does not back up your statement in their June 30, 2011 letter. Again how have you and Diana Jessup Lee come up with this figure of \$45,171.20 from the Santa Barbara Bank & Trust computerized documents?
- 2) Robert Forouzandeh, You State: "When you breached the Forbearance Agreement by going into default on your loan, pursuant to contract, the deferred payments were accelerated and due in full immediately. Accordingly, they were added to the notice of default amount" Please explain as to why Santa Barbara Bank & Trust would Breach the 2007 Forbearance agreement and over charge my monthly payment as acknowledged by Diana Jessup Lee in her May 6, 2011 letter? What has happened to this extra money that I have had to pay since July 2007?
- 3) Robert Forouzandeh, Please explain as to why Santa Barbara Bank & Trust has stolen this additional money from me since 2007 as still being attempted in the July 27, 2011 payment notice? Santa Barbara Bank & Trust now claims in the May 19, 2011 NOD, that the monthly payment should have been \$3,873.73 instead of \$4,121.06! What has Santa Barbara Bank & Trust done with the 29 payments overcharged by \$247.33 or \$7,172.57?
- 4) Robert Forouzandeh, You State: "Nonetheless, as a token of good faith, if you pay the amount set forth on the July 27, 2011 statement (\$102,859.01), Santa Barbara Bank and Trust will accept this as a complete cure of your default on your loan which is now in its 21st month" What about the money that has been overcharged to by Santa Barbara Bank & Trust since 2007 of \$7,172.57?
- 5) Robert Forouzandeh, in your email statement you state: "Nonetheless, as a token of good faith, if you pay the amount set forth on the July 27, 2011 statement (\$102,859.01), Santa Barbara Bank and Trust will accept this as a complete cure of your default on your loan which is now in its 21st month" Please explain why I should have to pay Santa Barbara Bank & Trust \$4,121.06 per month for their 2007 Breach of Contract and Mortgage Modification Fraud? Please explain why I should have to pay late fees on \$4,121.06 per

month from Santa Barbara Bank & Trusts Breach of Contract and Mortgage Modification Fraud? Please explain why Santa Barbara Bank & Trust would steal \$7,172.57 from me and my business's? Please explain why I should have to pay Santa Barbara Bank & Trust Attorney fees for the mistakes made by Santa Barbara Bank & Trust since 2007?

- 6) Robert Forouzandeh, You State: *"All of the other questions you refer to in your email were fully and completely answered in the various emails from Ms. Lee to you that I identified in my August 1, 2011 email to you. Please go back and review them in depth and you will find answers to all of your questions, including how the May Notice of Default was calculated."* Robert Forouzandeh, Please answer the questions that have been asked of Yourself, Diana Jessup Lee and Santa Barbara Bank & Trust since June 3, 2011!
- A) Please see that the questions asked of Mr. Mark K. Olson and Mr. Nightingale on June 3, 2011 as seen below are answered!
 - B) Please see that the questions below asked of Diana Jessup Lee on June 2, 2011 are answered!
 - C) Please see that the questions asked of Diana Jessup Lee on June 27, 2011 as seen below are answered!
 - D) Please see that the questions asked of Diana Jessup Lee on July 4, 2011 as seen below are answered!
 - E) Please see that the questions asked of Diana Jessup Lee on July 16, 2011 as seen below are answered!
 - F) Please see that the questions asked of Diana Jessup Lee on July 20, 2011 as seen below are answered!

Robert Forouzandeh, to date you have not answered the questions asked of Santa Barbara Bank & Trust or it's representative Diana Jessup Lee! It would be nice to resolve this very public matter regarding the Santa Barbara Bank & Trust's Fraud and Breach of Contract that has been committed by Santa Barbara Bank & Trust since July 2007.

Sincerely

Bill Bookout

CC Sharon Gilstrap and John Walsh
Office of the Comptroller of the Currency Case # 01394465
1301 McKinney Street, Suite 3450
Houston, Texas 77010-9050
Fax # 713-336-4301

CC U.S. Small Business Administration

Attorney General Kamala D. Harris
California Department of Justice
P. O. Box 944255
Sacramento, Ca 94244-2550

FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

From: Robert Forouzandeh [mailto:rforouzandeh@rppmh.com]
Sent: Tuesday, August 02, 2011 10:04 AM
To: Bill Bookout
Subject: RE: Bookout/PCB Mediation per thler Bank Fraud and Breach of Contract since 2007

Mr. Bookout,

The July 27, 2011 statement sent from Santa Barbara Bank and Trust does not include the amounts owed by you for the deferred payments under the Forbearance Agreement. When you breached the Forbearance Agreement by going into default on your loan, pursuant to contract, the deferred payments were accelerated and due in full immediately. Accordingly, they were added to the notice of default amount. Nonetheless, as a token of good faith, if you pay the amount set forth on the July 27, 2011 statement (\$102,859.01), Santa Barbara Bank and Trust will accept this as a complete cure of your default on your loan which is now in its 21st month.

All of the other questions you refer to in your email were fully and completely answered in the various emails from Ms. Lee to you that I identified in my August 1, 2011 email to you. Please go back and review them in depth and you will find answers to all of your questions, including how the May Notice of Default was calculated.
Thank you.

Robert

From: Bill Bookout [mailto:Pismobeachdiveshop@charter.net]
Sent: Monday, August 01, 2011 5:47 PM
To: Robert Forouzandeh
Cc: sandiego@sba.gov; 'Marianne Partridge -'; 'Nick Welsh -'; 'Michelle Drown -'; 'Matt Kettmann -'; dkatic@newspress.com; wmccaw@newspress.com; avw@newspress.com; rmiller@newtimesslo.com; aschwellenbach@newtimesslo.com; velie@calcoastnews.com; assignmentdesk@keyt.com; Customer.Assistance@occ.treas.gov; Carlos.Mendoza@sba.gov; sbcountyda@co.santa-barbara.ca.us; ombudsman@fdic.gov; sandiego@sba.gov; Lcannon@dfi.ca.gov; legal@fdic.gov; barney@independent.com; dporter@dfi.ca.gov; lol@rsmediate.com; begelko@sfchronicle.com
Subject: RE: Bookout/PCB Mediation per thier Bank Fraud and Breach of Contract since 2007

August 1, 2011

Office of the Comptroller of the Currency Case # 01394465 -- Case # 770567

Robert Forouzandeh,
Reicker, Pfau, Pyle & McRoy LLP
1421 State Street, Suite B
Santa Barbara, CA 93101

Mr. Robert Forouzandeh,

RE: Santa Barbara Bank & Trusts, Fraud and Breach of Contract since July 2007.

- 1) Please see that the questions asked of Mr. Mark K. Olson and Mr. Nightingale on June 3, 2011 as seen below are answered!
- 2) Please see that the questions below asked of Diana Jessup Lee on June 2, 2011 are answered!
- 3) Please see that the questions asked of Diana Jessup Lee on June 27, 2011 as seen below are answered!
- 4) Please see that the questions asked of Diana Jessup Lee on July 4, 2011 as seen below are answered!
- 5) Please see that the questions asked of Diana Jessup Lee on July 16, 2011 as seen below are answered!
- 6) Please see that the questions asked of Diana Jessup Lee on July 20, 2011 as seen below are answered!

Mr. Forouzandeh, Please explain why the NOD filed May 19, 2011 for \$111,024.71 is a larger amount then the Santa Barbara Bank & Trust July 24, 2011 payment notice? Please pay close attention to the Fidelity National Title Company email below dated May 26, 2011 along with the SBBT payment notice attached! You will notice that \$78,300.14 divided by 19 is \$4,121.06 per month! Why is Santa Barbara Bank & Trust still billing this amount with the SBBT Fraud seen in Diana Lee's May 19, 2011 letter attached?

Robert Forouzandeh, Please explain how you had come up with the \$45,171.20 again as this is not seen in the Santa Barbara Bank & Trust payment notice and is not mentioned in the Office of the Comptroller of the Currency Case # 01394465 -- Case # 770567 June 30, 2011 findings?

Robert Forouzandeh, Please see that Christine Sontag; the Santa Barbara Bank & Trust and Pacific Capital Bancorp Board of Directors---George Leis, Gerald J. Ford, Carl B. Webb, Richard A. Nightingale, John R. Mackall, Mark K. Olson, D. Vernon Horton, William R. Loomis, Edward E. Blrch, Kathy J. Odell, Clayton C. Larson, Gordon J. Wahlgren and Mary Mascolo; -----Are fully aware of your statements in your email August 1, 2011 and your refusal to answer questions asked of Santa Barbara Bank & Trust since May 19, 2011!

Sincerely

Bill Bookout

EXHIBIT "E"

Robert Forouzandeh

From: Robert Forouzandeh
Sent: Wednesday, November 23, 2011 10:22 AM
To: 'Bill Bookout'
Cc: 'Richard Rossi'; 'sanschromo@yahoo.com'; 'kgrant@silcom.com'; Diana Lee
Subject: FW: Santa Barbara Bank & Trust Loan Fraud and Breach of Contract SBA PLP Loan # 664-196-4009

Mr. Bookout:

Since you have retained legal counsel, I have stated to you on more than three occasions now, any questions, comments or concerns pertaining to your SBBT loan should be directed through your attorneys only.

With that being said, I did notice one new question that you have posed in your email below which does not pertain to any legal matters and I will proceed to answer it at this time and CC your attorneys on this email so that it is not construed as an ex parte communication.

You ask: "How did Santa Barbara Bank & Trust come up with a principal balance owed of \$400,962.89..." In doing so, you post what appears to be a cut and paste excerpt from SBBT's website which shows a principal balance of \$390,996.91 for the loan.

Our response is as follows: The \$390,996.91 was calculated using the fixed interest rate of 6% set forth in the Forbearance Agreement. Due to your default of the Forbearance Agreement, the Forbearance Agreement was rescinded (as permitted by its terms) and the principal amount of the loan was re-calculated and re-amortized going back to the date of the Forbearance Agreement using the interest rate of Prime + 2% (as required in your original loan) for the time period between the date of the Forbearance Agreement and the date of the Proof of Claim with the loan being re-amortized on a yearly basis per SBA loan rules. The Prime Rate during that period varied between 3.25%-8.25% and thus the interest rate for your loan during that period of time varied between 5.25%-10.25%. Since the interest rate was higher than the fixed 6% rate for much of this period, when the loan was re-calculated and re-amortized under the original loan terms, your principal amount increased to \$400,962.89 due to the higher interest rate and the fact that you failed to make any payments for a large portion of that period of time. The \$390,996.91 balance appears on SBBT's online account access for your loan because that system has not been updated to rescind the terms of the Forbearance Agreement and has accordingly not re-calculated or re-amortized your loan based on the original loan terms.

I hope this answers your question. Again, please direct any future questions, comments or concerns through your attorneys only.

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
Website: www.reickerpfau.com

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From: Bill Bookout [mailto:pismobeachsurfshop@charter.net]
Sent: Monday, November 21, 2011 4:44 PM
To: Diana Lee

E-40

Cc: lol@rsmediate.com; 'LeSieur, Debbie'; 'Karen Grant'

Subject: RE: Santa Barbara Bank & Trust Loan Fraud and Breach of Contract SBA PLP Loan # 664-196-4009

Santa Barbara Bank & Trust
Diana Jessup Lee State Bar # 155191

Diana Jessup Lee,

As you are my designated person; at Santa Barbara Bank & Trust to ask banking questions of. Can you explain as to why Santa Barbara Bank & Trust is charging my SBA loan \$4,121.06 per month as seen online?

How did Santa Barbara Bank & Trust come up with a principal balance owed of \$400,962.89 in their Proof of Claim for Judge Robin L. Riblet dated October 28, 2011?

Sincerely

Bill Bookout

CC California State Attorney General, Kamala D. Harris
California Department of Justice
P. O. Box 944255
Sacramento, Ca 94244-2550

CC Judge Robin L. Riblet—Exhibit # 22

Account Activity

SBA Term Loan

Account Name:	SBA Term Loan
Account #:	xxxxxx3501
Principal Balance:	\$390,996.91
Interest Rate:	6%
Interest Accrued:	\$36,106.57
Payment Due Date:	3/6/2010
Payment Due:	\$4,121.06
Late Charges Due:	\$6,919.46
Fees Due:	\$0.00
Open Date:	10/10/2003
Original Loan Amount:	\$450,000.00
Maturity Date:	10/6/2021
Interest Paid YTD:	\$8,242.12
Interest Paid Last Year:	\$0.00

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

Sent: Monday, November 21, 2011 6:59 AM

To: 'Robert Forouzandeh'

Cc: 'Chris Gautschi'; 'Richard Rossi'; 'Diana Lee'; 'miller@newtimeslo.com'; 'crigley@newtimeslo.com'; 'lol@rsmediate.com'; 'Kaplan, Adam D.(Off. Inspector Gen.)'; 'Koznek, Jeff'; 'danhil@charter.net'; 'ajsantana@co.slo.ca.us'; 'dvalley@co.slo.ca.us'; 'Thomas Cregger'; 'Karen Grant'; 'Pamela Brinks'

Subject: RE: Santa Barbara Bank & Trust Loan Fraud and Breach of Contract SBA PLP Loan # 664-196-4009

E-41

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
924 Anacapa Street, Suite 1M, Santa Barbara, CA 93101

A true and correct copy of the foregoing document entitled (*specify*): Opposition to Debtor's Amended non-Binding Claim Objection to Union Bank's June 25, 2013 (Proof of Claim) Per Union Banks June 27, 2013 Email From Robert B. Forouzandeh Filed By Secured Creditor MUFG Union Bank, N.A.; Declaration of Robert Forouzandeh in Support will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 6/9/2016, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Jonathan J Damen BKnotice@rcolegal.com, RCO@ecf.inforuptcy.com
- David Dickson king@thetexasfirm.com, csquires@thetexasfirm.com
- Karen L Grant kgrant@silcom.com
- Megan E Lees efcacb@aldridgepate.com, MEL@ecf.inforuptcy.com; miees@aldridgepate.com
- Paul F Ready tamara@farmerandready.com
- Elizabeth (ND) F Rojas (TR) cacb_ecf_nd@ch13wla.com
- Dhruv M Sharma efcacb@piteduncan.com, crico@mcglinchey.com; selizondo@mcglinchey.com
- United States Trustee (ND) ustpreion16.nd.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) 6/9/2016, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

William A. Bookout
470 Price Street
Pismo Beach, CA 93449

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) 6/9/2016, I served the

following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Honorable Peter H. Carroll (Via Hand Delivery)
1415 State Street
Santa Barbara, CA 93101

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

6-9-16 _____
Date Printed Name Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.