

APPENDIX A

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

ARTHUR LOPEZ,
Plaintiff-Appellant,

v.

HSBC BANK USA,
N.A.; et al.,
Defendants-Appellees.

No. 19-56169

D.C. No. 8:19-cv-
01816-JFW-KES
Central District of
California,
Santa Ana

ORDER

Before: McKEOWN, CALLAHAN, and BRESS,
Circuit Judges.

The mandate is recalled for the limited purpose of considering the motion for reconsideration. Lopez's motion for reconsideration (Docket Entry No. 17) is denied. *See* 9th Cir. R. 27-10. The mandate will reissue forthwith.

No further filings will be entertained in this closed case.

APPENDIX B

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

ARTHUR LOPEZ,
Plaintiff-Appellant,

v.

HSBC BANK USA,
N.A.; et al.,
Defendants-Appellees.

No. 19-56169

D.C. No. 8:19-cv-
01816-JFW-KES
Central District of
California,
Santa Ana

ORDER

Before: McKEOWN, CALLAHAN, and BRESS,
Circuit Judges.

The district court denied appellant leave to proceed in forma pauperis because it found the action frivolous. *See* 28 U.S.C. § 1915(a). On November 4, 2019, this court ordered appellant to explain in writing why this appeal should not be dismissed as frivolous. *See* 28 U.S.C. § 1915(e)(2) (court shall dismiss case at any time, if court determines it is frivolous or malicious).

Upon a review of the record and the response to the court's November 4, 2019 order, we conclude this appeal is frivolous. We therefore deny appellant's motion to proceed in forma pauperis (Docket Entry No. 13) and dismiss this appeal as frivolous, pursuant to 28 U.S.C. § 1915(e)(2).

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All other pending motions are denied as
moot.

DISMISSED.

APPENDIX C

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ARTHUR LOPEZ,
PLAINTIFF(S)

Case 8:19-cv-01816-
JFW-KES

v.

**ORDER RE
REQUEST TO
PROCEED
IN FORMA
PAUPERIS**

HSBC Bank USA,
N.A., et al.,
DEFENDANT(S)

IT IS RECOMMENDED that the Request to
Proceed *In Forma Pauperis* be **DENIED** for the
following reason(s):

☒ Legally and/or factually patently frivolous

☒ Other: See Attached

Date: September 30, 2019

Karen E. Scott, United States Magistrate Judge

IT IS ORDERED that the Request to Proceed *In
Forma Pauperis* is hereby:

☒ Denied (see comments above). IT IS
FURTHER ORDERED that:

☒ This case is hereby **DISMISSED**
immediately.

Date: April 2, 2020

John F. Walter, United States District Judge

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8:19-cv-01816-JFW-KESx

Recommendation to Deny Plaintiff's Application to Proceed In Forma Pauperis ("IFP")

Plaintiff Lopez seeks to proceed IFP with a civil action against (1) HSBC Bank in Irvine, California, (2) HSBC Bank's British parent company, HSBC Holdings, (3) The Hong Kong and Shanghai Banking Corporation Ltd., a subsidiary of HSBC Holdings (collectively, the "HSBC Defendants"), and (4) former FBI director James Comey, identified by Wikipedia as a member of HSBC Holdings' board of directors. (Dkt. 1 at 32 [e-filing pagination].)

Plaintiff attempts to plead claims against the HSBC Defendants under various federal consumer protection statutes arising out of a home equity line of credit loan (the "HELOC"). He alleges that in 1990, he, along with his mother and step-father, Joaquin Alvarez and Jovita Alvarez, purchased a home in Corona, California. (*Id.* at 4, 25.) At some point in or before 2008, the Alvarezes obtained the HELOC from HSBC Mortgage Co. (*Id.* at 44 [HELOC Agreement with signature blocks for both Alvarezes only], 49 [payment coupon from 2008 addressed only to the Alvarezes].) His mother was laid off in July 2018 and became unable to make the payments. (*Id.* at 11.) The Corona home was

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sold “in a forced sale” on September 24, 2018. (Id. at 4.) The forced sale “deprived Plaintiff of an inheritance.” (Id. at 13.)

Plaintiff contends that the HSBC Defendants failed to provide required disclosures upon initiating the HELOC, made misrepresentations in the loan agreement, posted timely payments late to gin up fees, and refused to negotiate a loan modification. (Id. at 7-11.) As a remedy, Plaintiff seeks rescission of the HELOC and \$440,000,000.00. (Id. at 8, 25.)

Plaintiff's allegations against the HSBC Defendants fail to state a claim. He fails to allege facts showing that he was a borrower on the HELOC, and thus he fails to allege facts showing standing.

Plaintiff attempts to plead claims against James Comey for negligence, intentional misrepresentation, housing discrimination, unjust enrichment, and unfair business practices. Plaintiff alleges that as the FBI director, Comey failed to investigate complaints Plaintiff filed about civil rights violations. (Id. at 6, 39 [complaint letter].) Comey deprived Plaintiff of his “rights” to “acquire \$1.9 Billion settlement with the United States Department of Justice.” (Id. at 6.) Plaintiff is apparently referring to a settlement between the DOJ and HSBC Holdings in a dispute over anti-money laundering due diligence. (Id. at 35.)

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Plaintiff further alleges that Comey's wife was a "volunteer employee" at the Orange County Superior Court ("OCSC") when Plaintiff lost a lawsuit there. See Cen. Dist, Cal. case no. 19-cv-1143 (denying IFP for § 1983 lawsuit against OCSC Judge Francisco Firmat). Finally, Plaintiff suggests that Comey may have caused his mother to lose her job. (Id. at 11.)

These fanciful allegations do not state a plausible legal claim for relief against Comey.

**APPENDIX D
DEED OF TRUST**

LOAN NO. 26203989-5
ESCROW NO. 9488
Chicago Title
WHEN RECORDED MAIL TO
STANDARD PACIFIC SAVINGS, F.A.
4590 MacARTHUR BOULEVARD
NEWPORT BEACH, CA 92660

8902950-9

RECEIVED FOR RECORD, MARCH 30 1990
Recorded in Official Records of Riverside County,
California

DEED OF TRUST

This Deed of Trust ("Security Instrument") is made on March 23, 1990. The trustor is JOAQUIN ALVAREX AND JOVITA ALVAREZ, HUSBAND AND WIFE, AND ARTHUR LOPEZ, A SINGLE MAN. ("Borrower")

The trustee is S.P.S. AFFILIATES, INC., A CALIFORNIA CORPORATION ("Trustee")

The beneficiary is STANDARD PACIFIC SAVINGS, F.A., A FEDERALLY-CHARTERED STOCK SAVINGS & LOAN ASSOCIATION which is organized and existing under the laws of California, and whose address is 4590 MacArthur Boulevard, Newport Beach, CA 92660 ("Lender")

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Borrower owes Lender the principal sum of TWO HUNDRED TWENTY SIX THOUSAND FIVE HUNDRED and No/100 Dollars (U.S. \$226,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 01, 2020. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in RIVERSIDE County, California:

SEE COMPLETE LEGAL DESCRIPTION DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 2251 BLOOMFIELD LANE, CORONA, California 91720 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all

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easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. ...

...25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants, and agreements of each such rider shall be Incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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XX Adjustable Rate Rider
XX Others: RIDER TO DEED OF TRUST
(AMENDMENT OF TERMS OF
RECONVEYANCE)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

(signed) Joaquin Alvarez, (signed) Jovita Alvarez,
(signed) Arthur Lopez

State of California, Orange County:

On this 26 day of March, 1990, before me, the undersigned, a Notary Public in and for the said State, personally appeared JOAQUIN ALVAREZ AND JOVITA ALVAREZ, ARTHUR LOPEZ known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged that they executed the same.

Witness my hand and official seal,

Signature (signed) Adele S. Nanni, Notary Public.

My commission expires: 11-20-92

(seal)

REQUEST FOR RECONVEYANCE TO
TRUSTEE:...

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December 22, 2011

U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Housing and Civil Enforcement Section, NWB
Washington, DC 20530

Attention: Mrs. Jane

Re: Arthur and Cheryl Lopez
11540 Hoxie Drive
Tustin, CA 92782

Dear Mrs. Jane,

Thank you for taking my call yesterday. I have prepared the complete complaint copies I have submitted to Office of the Comptroller, Department of Fair Employment and Housing, H.U.D. and the California Attorney General for your review. Please accept this as my formal complaint filing with your department. I am happy to provide you with any additional information you may require to expedite my request for assistance and relief.

I, also, will attempt to itemize several other incidents that may or may not be related to what I have included in my narrative, but that we have been forced to endure nevertheless over the past

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many years, since my wrongful termination in April of 2007, (I reported this to the California governing agency-DFEH- in April of 2008), from a 20 year career with an independent auto finance company, A-L Financial Corp., founded by a Jewish family in 1977 (brother founded Lobel Financial Corp, about the same time).

- Immediately following my termination I received several life threatening phone calls which I reported to the **Tustin Police Department** (714.573.3200) in mid-2007. I was told they were not able to resolve the case. My family also received a life threatening phone call while I was on a company trip to Sacramento (during my employment with [REDACTED], which was also reported to the **Tustin Police Department**, the officer was allowed to hear the recorded message from our home recorder (our land line was 714.389.0376 then) and they also conveyed to me they could not resolve the case.
- On many occasions my home alarm (**Greater Alarm**) was triggered when I would be away from home and we would find a first floor door unlocked and ajar. We even had the locks changed but this continued for years. These incidents signaled the **Tustin Police Department** and they responded approximately over ten times. I was told they

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were not able to resolve the case, not having been able to find finger prints.

- I had my identity used in making several fraudulent credit card purchases from several department stores from the Carlsbad area to Lancaster. I was instructed to report these to the **Tustin Police Department** (they shared this with Irvine Police Dept.) which I did and they again told me this case could not be resolved (have specific documentation pertaining to these fraudulent charges if needed).
- Over the same period I have been harassed by the security guards from **Boyd and Associates** who are employed by the Homeowners' Association (**Tustin Ranch Estates - Peter Cohen, President**) where I live. In fact, my wife and I have been in two minor auto collisions as a direct result of their antics. More recently, we have been required to enter through a guest lane even though there is a specific lane for homeowners and we have lived in our home for over 9 years. Beyond this, in one instance I was prevented from entering the gate to my own home even after going through the guest lane, they simply would not open the gate. It was only after another homeowner came by and opened it for me with their electronic transponder that I was able to get home. On

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another occasion, October 18th, 2011, a Catholic Priest who is a family friend for many years was not allowed to enter the gate even with my specific, in person request when he visited from over a hundred miles away to perform a Baptism Ceremony of my one week old newborn son. I contacted the **Tustin Police Department** again and was told they could not assist and instead suggested I have the priest park his car outside the neighborhood and either walk or have me drive out to pick him up, which I did. I, also, contacted the **Orange County District Attorney's** office that morning seeking assistance and was told there was nothing they could do. I have contacted the **Tustin P. D.** regarding three separate gate related abuses since August of this year (I have incident reports of these if needed).

- (See Federal Case #17-752) On April 7th, 2011, **Irvine Police Department Officer Meyer** overstepped the line of moral duty as a police officer by requiring my pregnant wife and two young children, ages 5 and 6 to exit my vehicle and prevented them from proceeding with me at a routine traffic stop even after I had signed the traffic citation and returned his citation book to him. He forced me to leave them in a commercial district that they had to walk to next to a freeway on ramp (Interstate 405) during rush hour so that I could drive to our

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home a few miles away to pick up a car seat. This all happened despite the officer citing the vehicle code erroneously and claiming my son who is 5, heavier than 40 lbs., taller than my 6 year old daughter as being the root of his car seat concern. This violation was subsequently vacated by a traffic judge in court. I filed a complaint with the **Irvine Police Department** (949.724.7000) the same day and approximately 7 months later I received a letter from **Chief of Police David L. Maggard, Jr.** citing no wrong doing by the officer. I, also, visited the District Attorney's office in April soon after the incident and met with an investigator but was told that there was nothing he could do and I had to allow the department to handle it internally.

- In September of this year I was also advised by **First Team Estates Branch Manager, Mark Gold** (two weeks before the birth of my youngest son), that I could not transact any real estate transactions out of his Newport Beach office. He cited nothing more than "**Mehrina Ahmed**" not wanting me in her Mentorship program classes. This followed the original Mentor Manager, **Danielle Potter**, formerly from Las Vegas weeks earlier resigning from her post after erroneously requiring me to appear at my first Marketing Proposal Appointment 40 minutes early at the home of **Allan and Florence Smith** (coincidentally the same first name of my previous employer's

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founder and spouse- **Allan and Florence Lobel**). It also followed a sales meeting I was asked to attend to listen to founder **Cameron Merage** speak held at the **Pelican Hill Golf Club** (owned by the **Irvine Company**) I contacted the California Department of Real Estate about the non-sense that was going on and was told many complaints had been logged against the company. Subsequently, **First Team Real Estate** (which models their sales model after the **Irvine Company's sales model**) has removed my real estate license from their affiliation through the California Department of Real Estate. They also did the same to my wife who they knew was scheduled to give birth, through a C-section delivery. Luke was born on October 11, 2011. This further denies us an ability to earn income to provide for our family and meet our financial obligations.

- In addition, to all of the above my family and I have also been harassed by local Irvine restaurants consistently over the same period. The restaurants include **Benihanas, Lazy Dog, BJ's, Wood Ranch, Javier's Bar and Grill, PF Chang's** and many others in the general Irvine area. In fact, when I complained to the local **Lazy Dog** franchise manager on one occasion pointed the root of problem I was complaining about as being **Irvine Company (headed by Donald Bren)**, being the largest

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local landlord. During this visit my family and nephew & infant niece were sat in an area where I noticed a sharp gas/propane odor which the employees denied. I insisted on being relocated to another table and contacted the local fire department and toxic gases center by direction of the **Orange County Fire Authority**. On subsequent visits I notice the heating lamps are now cemented into the ground.

- Furthermore, my family and I have been consistently harassed by **Lowes Hotels** though out there chain. I even complained to their corporate office but they never responded. One particular hotel that we repeatedly experienced the hostilities from is **Terranea Resort in Rancho Palos Verdes**. In fact, I saw a male employee being physically combative albeit in poor playful manner with my 4 year old son while my kids were participating in their kids club at a fee to us. I encountered this as I was returning from dinner with my wife and peeked in to check on the kids. I reported this to their management and they have since tried to be accommodating with their room rate. On countless occasions we have been required to either take inferior rooms or have had to be relocated. Front desk clerks overcharge us or claim not to have rooms available when they do. These type of hostilities have also been experienced at the **Ritz Carlton** and some Las

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Vegas Hotels.

- If this was not enough, I've also had to endure harassment from **AT&T** personnel consistently, so much so that I've filed complaints with the **FCC**. They always make tasks longer and more complicated than necessary. In addition, they have overcharged us, placed hidden fees and have performed service calls with the wrong work being done to require subsequent visits. In essence, they are always hostile with us.
- I had to terminate **COX** cable service from our home because of the service interruptions around the time I would view a religious channel-EWTN. COX owns **Manheim Auto Auctions** where I've been known for many years and when I started my own auto finance company I was also treated poorly and my vehicles could not be sold for what I deemed as market value.
- When I approached the **Santa Ana Police Department** with my concern over the several unannounced visits into my suite by the building staff and/or agent(s), 1851 East First Street Investors, LLC, (who is this LLC comprised of?) they initially asked me to bring proof from my lease agreement that notice had to be provided, but when I arrived the officer I met told me a different story. Instead claimed there was nothing that they could do and that I

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had to view it as a civil matter. I then contacted the **FBI** because the Owners of the building have the LLC registered out of state, but they told me I had to take of the harassment with the local police department. These violations triggered my burglar alarm and had the **Santa Ana Police** summoned, but when I asked the alarm company (**ADT**) to send me a written activity log/history showing the signal time and dates they never complied. Incidentally, this building also has the **SOCIAL SECURITY ADMINISTRATION** local office as a tenant on the 5th floor, directly above my suite 400. I've included a copy of my lease as it is point of contention in our law suit against the landlord. My attorney on this matter is **Joseph Rosenblit** (949)248.3763, certainly very capable, I'm sure with as much as he is involved in, but certainly very irritable. At times he has been very crude using language such as "you are talking out of your ass" when addressing me, his client.

- Unfortunately it does not stop there, my three oldest have been denied admission at **Fairmont Private Schools** this past September. This was done despite my oldest daughter having attended this school two years and having obtained great grades, mostly A's and a few B's consistently from the very first trimester through the last reporting period of her 3rd

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grade. She would have been enrolled into 4th grade. This followed several bullying reports to the **Anaheim Police Department** during her 2nd and 3rd grade school years. I have consulted an attorney, Mr. Richard Gilbert from Santa Ana a letters have been exchanged. Consequently, my younger daughter and older son have been enrolled in a public school where Noah only receives approximately 3 hours of instruction daily.

- Unbelievably, my two daughters have also been targets of persecution, discrimination and hostilities from private soccer clubs. In fact, my 6 year daughter was expelled by **SoCal Blues Soccer Club** (sponsored by Goldman Sachs among other corporate sponsors) in San Juan Capistrano/Laguna Niguel. After contacting the local **Orange County Sheriff Department** to complain about their uniform shenanigans (where we were misled/lie to numerous times about uniform delivery) the team program director **Larry Draluk** verbally assaulted me (telling me I was done and that we were not wanted there) in the presence of my three children as we are leaving the park. He waited for the Sherriff officer to leave before he approached me and after placing my kids in my car to be secure I contacted the Sherriff again. He rambled about a physical fight that would soon ensue while I was attempting to persuade the dispatcher to send out an officer again. The

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officers eventually arrived and after interviewing the program director handed me a card asking me to contact a team representative for the correct uniform disbursement timeline, but I never received a call back from this representative. Instead, I received a nasty call telling me I was not allowed back on the field and that I must either agree to this in writing or they would refund my club fees/tuition which was paid up to date. I refused to agree to either, as my wife was late in her pregnancy and I could not rely on family members to transport my daughter to and from practice and I would not agree to just dropping her off and leaving her until practice concluded. My daughter has not been able to enjoy/participate this soccer season due to these injustices. I don't believe we should be forced to make a team change because of who we are. As for my older daughter she was denied entry to several soccer clubs simply because I would not allow her to be coached in an aggressive, forceful manner by their respective coaches (i.e., PSA in Villa Park, CA- Head Coach Eddy Carrillo is a coach at Chapman University and Arsenal FC from Rancho Cucamonga, Head Coach Randy Brown).

If there is any additional documentation you need to support any of these statements, I am happy to provide them to you. I realize I have covered a wide range of issues; however these are the facts that I have lived through. I did not choose to be a part of

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this, rather I am the target of others who wish to oppress us and disrupt our quality of life to put it mildly. It has been extremely difficult and I hope that my presentation does not take away from the severity of this intolerable situation.

In summary, I'd like to simply respectfully request the assistance of your department in stopping this storm of discrimination, persecution, harassment and mental anguish brought on by the misguided infrastructure here in Orange County, California. Our entire family is U.S. born and it does not feel like we are in our native country. I've done the best that I can to shield my children from the hostilities but unfortunately the affluent have many more resources available to inflict there harm than I can defend on my own. Please help us become once again a part of this tapestry we call the United States of America.

Sincerely,
Arthur Lopez
714.623.9745

APPENDIX F

HOME EQUITY LINE AGREEMENT

1. DEFINITIONS. In this Agreement "I", "me", and "my" refer to each customer who signs below ("we" and "us" refer to all customers who sign below). "You" and "yours" refer to HSBC Mortgage Corporation (USA). "Security Instrument" means the mortgage, deed of trust, deed to secure debt or other real estate security instrument that secures the repayment of this Agreement.

2. CREDIT LINE. I understand that my Credit Line will be \$375,000.00. My Credit Line is the maximum principal amount I may owe on the Account at any time. If I exceed my Credit Line, I will pay you the excess immediately if you ask me to do so.

3. ADVANCES AND LOANS. I understand that I may obtain Advances and Loans under my Account. An Advance will bear interest at a variable rate. A Loan will bear interest at a fixed rate. I understand that you will make Advances to me by paying Home Equity Line Checks ("Checks") that you will issue to me for my use only or by any other available electronic or telephonic method. I will use only Checks that you issue to me to obtain Advances, and I will write Checks in a minimum amount of \$250. I may obtain Loans by requesting that you advance funds to me by check, by wire, or by transferring funds in my Advance balance into a Loan. An Advance or a Loan is considered made on

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the date you post it to the Account. I agree not to write a Check: (a) for less than \$250; (b) which will cause the amount I owe to exceed my Credit Line; or (c) as a payment on what I owe you on the Account. I agree not to request a Loan (a) for less than \$5,000.00; (b) that will cause the amount I owe to exceed my Credit Limit; or (c) as a payment on what I owe you on Account.

You agree, subject to Section 10 below, that unless I am in Default (as defined below), you are required to honor Checks that I issue and make Advances and honor requests for Loans to me on the Account in their amounts, subject only to the following restrictions: (a) you are not obligated to pay a Check which is dated more than six months before the date on which it is presented to you, or that is postdated, provided that you may pay any such Check and if you do, it will be subject to the terms of the Agreement; (b) you need not certify any Check or return canceled Checks to me; or (c) you may refuse to pay Checks if my Checks have been reported lost or stolen.

4. SECURITY INSTRUMENT. I acknowledge that I have given you as security for repayment of all sums that may become due under this Agreement a Security Instrument signed by me and given to you herewith. The Security Instrument will not secure any principal amount I owe that exceeds my Credit Limit. The terms of the Security Instrument are Included in and made a part of this Agreement

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FOR FLORIDA PROPERTY ONLY:...

5. STATEMENTS. At the end of each monthly billing cycle in which there has been activity on my Account, or my balance exceeds \$1, you will send me a statement (the Statement) showing the activity during the month, the new balance, and the credit available. It will also show any Minimum Payment I must make and the date that it is due. I have 60 days from the date you mail me a Statement to notify you of any mistakes in it. If I don't contact you within that 60 days, the Statement will be considered correct and accepted by me.

6. PAYMENTS AND PAYMENT DUE DATE. My obligation will be to repay you, as billed, all Advances and Loans made under this Agreement together with all Finance Charges, optional group credit life insurance premiums, and Other Charges. Other Charges include Late Charges and all other fees, expenses and cost set forth in this Agreement or the Security Instrument. Each month I receive a Statement from you I will pay you by the indicated Payment Due Date at least the Minimum Payment shown. My Payment Due Date will be the day of the month you select.

7. MINIMUM PAYMENT. The Minimum Payment I must pay each month will include the fixed payment amount due on any outstanding Loans;

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the Minimum Advance Payment, as described below, Other Charges that have been assessed on my Account, and group credit life insurance premiums, if applicable.

During the draw period, which is the first 120 months after my Account is created, my Minimum Advance Payment will be the amount of Finance Charges that accrue on my Advance balance plus a Principal Amount. The Principal Amount will be recalculated each time I obtain an Advance or make a payment and will equal $1/240$ th of the principal in my Advance balance at that time. For purposes of calculating the principal portion of my Advance balance, group credit life insurance premiums will not be considered as principal.

During the draw period I may change my Minimum Advance Payment Option to an Interest Only Payment Option by calling 1-800-452-9962 extension 2400, or by written notice. A fee, as described below, will be assessed whenever I change my Minimum Advance Payment Option.

During the repayment period, my Minimum Advance Payment will be the amount of Finance Charges that accrue on my Advance balance plus $1/240$ th of the principal in my Advance balance at the end of the draw period. My repayment period will not exceed 20 years.

My monthly Minimum Payment will in no event be less than \$10, unless my total balance is less than \$10, in which case it is all due.

Any Minimum Payment not received by you by

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the Payment Due Date shown on my Statement is late. You may charge a Late Charge of 5% of the amount of the Minimum Payment if I am more than 15 days late in making a Minimum Payment.

If I have missed any payment I owe you, its amount will be added to the payment for the next month and will be shown on the Statement as the Amount Past Due.

8. CALCULATING MINIMUM PAYMENT

FINANCE CHARGES. Finance charges begin to accrue when an Advance or Loan is posted to my Account.

FINANCE CHARGES for Advances will be figured this way:

- (i) Start each day with the opening Principal balance of Advances.
- (ii) To figure the Finance Charge for a billing cycle, apply a Daily Periodic Rate to the daily balance of Advances for each day.
- (iii) To figure the daily balance for each day, take the Principal balance of Advances at the beginning of the day, and add any new Advances that day, and subtract any Principal payment applied to Advances that day.
- (iv) The Periodic Finance Charges for Advances for each day in the billing cycle are added together resulting in the Periodic Finance Charges for Advances for that billing cycle.

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Finance Charges for Loans are fixed at the rate established by you at the time I request the Loan, in accordance with Sections 13 and 41 of this Agreement.

9. APPLICATION OF PAYMENTS. You may apply payments you receive in any manner, at your discretion, including but not limited to applying payments to promotional balances before applying payments to balances subject to higher rates of finance charge. If I am current on all payments, fees and charges, additional payments will be applied to principal.

10. ACCOUNT TERM. I may obtain Advances and Loans on the Account for one hundred and twenty (120) months from the date of this Agreement (the "Draw Period") or any extension of the Draw Period to which you agree in writing. Thereafter, no further Advances or Loans will be made to me. The repayment period will not exceed 20 years.

11. FINANCE CHARGE RATE ON ADVANCES. This section only applies to the rate of finance charges that apply to Advances. The initial ANNUAL PERCENTAGE RATE ("APR") will be 3.9800% (a daily Periodic Rate of 0.010900%). Those rates and each subsequent rate will change from time to time in accordance with Section 12 of this Agreement. The maximum APR charged during the term of this Agreement will in no event

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exceed the greater of 15.900% per annum or 5 percentage points over the initial APR. If I delay obtaining my first Advance, my initial APR may be different. The APR includes only interest and no other costs.

12. ANNUAL PERCENTAGE RATE CHANGES.

This section only describes how the APR that applies to Advances may change. The initial APR is -1.0200 percentage point(s) ("Initial Spread") above the Index.

The APR may change on each day that the Index changes. Any increase will result in higher payments.

The Index is the Prime Rate published each day in The Wall Street Journal (but not the Weekend Edition of The Wall Street Journal). On days in which The Wall Street Journal is not published the Index is the last Index available. If The Wall Street Journal publishes more than one U.S. Prime Rate for a day (whether as separate rates or a spread of rates), the Index will be the average of those rates. Changes in the APR (and the daily Periodic Rate) will be shown on my Statements.

If The Wall Street Journal discontinues publication of the present Index, you will choose a replacement Index and Spread which produce an interest rate substantially similar to the rate in effect at the time the original Index becomes unavailable.

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The daily Periodic Rate is determined by dividing the APR by 365. If, as a result of any APR adjustment, the rates or charges to be made would exceed maximums set by applicable law, or as provided for above, then such rates or charges payable shall be reduced by the amount necessary to bring them within permitted limits.

In no event will the APR increase or decrease by more than four (4) percentage points during any year of this Agreement (the Annual Change Limit). A year for this purpose is the period from the date the Account is established to the first anniversary date thereof and each similar annual period that follows. If as a result of increases or decreases in the Index during a year the APR would differ from the APR in effect at the beginning of the year by more than the Annual Change Limit or the Maximum Rate, any APR changes to be made thereafter during the year will be reduced by the amount necessary to bring the changes for the year within the permitted limits.

The APR for the rest of the year will then remain unchanged unless the Index thereafter changes to a figure which, when added to the Initial Spread, results in an APR which is within the permitted limits for the year, in which case that APR shall take effect.

Limitations on APR changes resulting from application of the foregoing provisions shall remain in effect until the end of the year (as described above). At that time, the APR for the next billing

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cycle(s) shall again be determined by adding the Initial Spread to the current Index, and the Annual Change Limit for that new year shall apply to the APR resulting from reinstatement of the Initial Spread, provided that the Maximum Rate shall not be exceeded.

The provisions of Section 11 and this Section 12 apply to both the draw period and the repayment period.

13. FINANCE CHARGES FOR LOANS. The rate of finance charge ("interest rate") for Loans will be fixed. There may be different interest rates for each Loan. When I request a Loan, you will disclose to me the current interest rate available for Loans. I will be asked to sign a Loan request agreeing to this rate. Once I obtain a Loan, the interest rate for that Loan will not change.

14. ITEMIZATION OF CLOSING COSTS. As itemized in the following list, I agree to pay closing costs as a condition of opening my Account. Any amounts for these items advanced under the Account will be treated as Principal.

Item	Paid by You	Paid by Me Separately	Charged to My Account
(a) Mortgage/Documentary			
Stamp Tax	\$0.00	N/A	N/A
(b) Intangible/Mortgage			
Registry Tax	\$	N/A	N/A

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(c)		N/A	N/A
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FINANCE CHARGES

(f) Fee Paid to Broker

to Broker	N/A	N/A	N/A
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(g)		N/A	N/A
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15. **EARLY TERMINATION FEE.** If I terminate my Account within the first three years I will have to pay an early termination fee of \$750.00, plus the amount of the Mortgage/Intangible/Documentary Stamp/Mortgage Registry Tax shown above if this amount was paid you.

16. **GROUP CREDIT LIFE INSURANCE.** This section applies if I elect to purchase optional group credit life insurance covering my indebtedness. My premium for such optional group credit life insurance be figured by you as stated in my application for same. The Monthly Credit Insurance Premium will initially be that stated in my application. The Monthly Credit Insurance Premium may thereafter vary periodically to reflect changes in the group credit life insurance premium rate payable by me. I will be notified of such changes as provided by applicable law.

My monthly purchase of insurance will be confirmed on my monthly statement, and identified as a transaction in the same manner as a Loan but it will not be added to my Principal Amount for

APPENDIX F

Finance Charge purposes.

In Missouri, ...

17. ADDITIONAL PAYMENTS. I may prepay all or any part of my Advance or Loan indebtedness at any time without penalty. However, no payment in excess of the Minimum Payment due in any month will affect my obligation to make future monthly Minimum Payments while there is a balance outstanding. Since my Finance Charge on Advances is figured by applying the Daily Periodic Rate to the Daily Balances on my Account, if I intend to pay the Account in full I must contact you for an exact payoff balance for the day I want to pay.

18. CREDITING PAYMENTS. You will credit all payments on the business day received if they are sent to the address, in the manner and within the time indicated in the Statement. Other payments will be credited within the period permitted by federal law.

19. DEFAULT. You can, without advance notice to me, terminate my Credit Line and require payment of the full amount I owe you at once if:

- (i) I engage in fraud or material misrepresentation at any time in connection with the Account.
- (ii) I fail to make payments when due.

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(iii) Any of my actions or failure to act adversely affects your security for this Account, or any of your rights in such security; for example, and not by way of limitation, if I transfer title to the Property, the sole owner of the Property who is obligated on this Account dies; I fail to maintain the required insurance on the Property; I permit the filing of a lien senior to the Mortgage on the Property; the Property is taken by eminent domain; or a prior lien holder forecloses on the Property; or I fail to pay taxes on the Property.

You can refuse to make additional Advances or Loans or reduce the Credit Line if:

(i) The value of the Property, as evidenced by an appraisal, inclusive of an Automated Value Model ("AVM") which you obtain, has declined materially below the appraised value at the time this Account was opened. You may from time to time obtain appraisals of the Property at my expense. If you prohibit additional extensions of credit or reduce the Credit Limit because of a material decline in the value of the Property, and the value of the Property subsequently increases, I may provide you with a written request to remove the restrictions, which request shall be accompanied by an appraisal of the Property obtained by you at my expense. For the purpose of this section an appraisal shall be defined as a certified appraisal by a licensed or certified real estate broker or appraiser, as required by law or

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regulation, who regularly, in the course of business, makes appraisals of comparable residential real estate in the geographic area where the Property is located, or the use of an AVM.

(ii) You reasonably believe that I will be unable to fulfill the repayment obligations under this Agreement because of a material change in my financial circumstances.

(iii) Government action prevents you from imposing the APR provided for or impairs your security interest such that the value of the security interest is less than 120 percent of the Credit Line.

(iv) I file or am placed in bankruptcy.

(v) I am in default of any material obligation in the Agreement. All my obligations specified in this Agreement and the Security Instrument are material obligations.

(vi) A regulatory agency has notified you that continued Advances would constitute an unsafe and unsound practice.

(vii) The Maximum Rate is reached.

20. REVIEW AND TERMINATION. I understand that you will review my Account and check my credit record during the term of this Agreement. From time to time, you may require me to provide a personal financial statement in a form substantially similar to the application for this Account. You may also require me to provide

APPENDIX F

information to verify my income and any other information contained in my financial statement. I agree to provide such information to you not more than one month from the date of the request. You may also obtain a credit report and/or a credit score on me, and I agree that you may do so, from time to time. If, based on a material change in my financial statement, credit report, credit score or any combination thereof, you reasonably believe that I will be unable to fulfill the repayment obligation, you may take the appropriate action specified in Section 19 with respect to my Account. If a condition exists which permits you to terminate my Account and require payment in full of the outstanding balance, you may, at your option, take any other action permitted by law, including but not limited to changing my payment terms, decreasing my Credit Line or refusing to make additional Advances or Loans to me. You may terminate my Account and require payment in full of the outstanding balance at any later time if the condition continues to exist or if another condition permitting such action exists.

If a condition exists which permits you to refuse to make additional Advances or Loans or reduce any Credit Line, I am responsible for requesting reinstatement in writing if such condition has been remedied. I will pay any reasonable appraisal and credit report fees you incur in investigating whether my Credit Line may be reinstated, unless such fees are prohibited by applicable law.

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21. COLLECTION COSTS. To the extent permitted by applicable law, I agree to pay your actual expenses after default, including, but not limited to, collection agency fees, the cost of any appraisal, court costs and reasonable attorneys' fees. In the following States, attorneys fees shall be calculated as follows: Delaware:... ; Georgia:... For property located in Louisiana,... In New Hampshire...

22. ADDITIONAL SECURITY INTEREST. You have the right to hold or to use any amount which I have in any deposit account with you that is not an IRA or HR10 account to pay what I owe you. No other security instrument other than the Security Instrument identified in Section 4 above will secure my indebtedness under this Account.

23. CHECKS. All Checks that you give to me for use with this Account will remain your property and must be returned to you on request. You will not be responsible for the failure of any person to honor or accept such Checks.

24. CANCELLATIONS. I may at any time request that you no longer make Advances or Loans to me on the Account by written notice to you at 2929 Walden Ave. Depew, NY 14043, Attention: Research Department. If two or more customers sign this Agreement you can refuse to make Advances or Loans on the Account upon receiving such written notice from any one of us. Termination

APPENDIX F

of the right to obtain additional Advances or Loans will not affect my liability to pay you any amounts owed, or to become due, on the Account. If my Account is closed, I will stop using the Account and will destroy any unused Checks. After cancellation pursuant to this Section 24, the right to obtain Advances or Loans may be reinstated during the draw period if all customers signing this Agreement request reinstatement in writing.

25. AMENDMENTS. You may change the terms of this Agreement by mailing or delivering a notice to me at least 15 days before the effective date of the amendment. In Utah, Maine, and Kansas ... The amendment will be effective only if I agree to the amendment. Any amendment will apply to existing amounts owed on my Account in addition to new Advances and Loans, unless otherwise specified. You may also agree in your sole discretion, to extend the draw period under Section 10. The terms of this Agreement may not be changed without your prior written consent

Notwithstanding the above, my agreement to any amendment is not required when the amendment involves a reduction in the finance or other charge, a change in insignificant terms, any change that benefits me or any amendment resulting from my default or delinquency.

26. JOINT ACCOUNT. If I am one of two or more customers signing this Agreement, I agree that we

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shall all be responsible to perform its terms. I also agree you may enforce it against any or each of us, unless otherwise required by law. Any notice which you are to send to me may be sent to any of us.

27. TAX DEDUCTIBILITY. I understand that I should consult a tax advisor regarding the deductibility of interest and charges for the Account.

28. APPLICABLE LAW. This Agreement is governed by federal law, and to the extent not preempted by federal law, the law of Delaware. Matters related solely to the enforcement of your lien on the mortgaged property ("Property") shall be governed by the law of the State in which the property is located. For property located in Maryland,... For property located in New Hampshire,...

29. DISHONORED CHECK CHARGE. If I write a Check that cannot be approved because I am in violation of the terms of this Agreement or because payment of such Check(s) would cause me to be in violation of the terms of this Agreement, then you have the right to charge me a Dishonored Check charge not to exceed \$20.00.

30. INSUFFICIENT FUNDS CHARGE. If any payment I make on my Account is by a check which is dishonored, for any reason, then you have the

APPENDIX F

right to charge me an Insufficient Funds charge not to exceed \$50.00.

31. OVER LIMIT CHARGE. On each instance in which I exceed my Credit Line, you may charge me an Over Limit charge not to exceed \$20.00.

32. STOP PAYMENT CHARGE. If I write a check against my Account and request the payment to be stopped, I will make such a request in writing and you have the right to charge me a Stop Payment fee not to exceed \$20.00.

33. OVERNIGHT DELIVERY CHARGE. I may at times request documents be provided to me via overnight delivery. You have the right to charge me an Overnight Delivery charge not to exceed \$20.00.

34. PAY BY PHONE CHARGE. I may request to make payments on amounts due on my Account via a phone charge, I understand with such a request, a Pay by Phone charge not to exceed \$25.00 will be included in the total amount debited by you to my deposit account for such payments.

35. MORTGAGE DISCHARGE FEE. In New Hampshire- ... In all other states, you will discharge the Mortgage and charge fees as permitted by applicable law.

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36. **COPY FEE.** I may at times request copies of documents in connection with this account. I will make such a request, and you have the right to charge me a Copy Fee not to exceed \$25.00 per document request.

37. **ESCROW SET UP FEE.** I may at times request that you establish an escrow account to pay my taxes and/or hazard/flood insurance, and you have the right to charge me an Escrow Set Up fee not to exceed \$100.

38. **MODIFICATION FEE.** From time to time I may request certain modifications to my Account. I will pay a modification fee if I request such changes. These changes could include, among others:

(i) Changing the minimum payment option on my Advance balance from Interest Only to Principal and Interest or vice versa. For these modifications, I would be charged a fee not to exceed \$100.

(ii) Modifying existing Loan repayment term or rate. For these modifications I would be charged a fee not to exceed \$200.

I may be required to sign an agreement with regard to any such modification.

39. **WIRE FEE.** I may at times request you to send the amount of any Advance or Loan that I obtain

APPENDIX F

via a wire transfer. A Wire Fee not to exceed \$25.00 will be included in the total debited by you to my Account.

40. BILL PAY SERVICE FEE. I may at times request that you pay another creditor from my Account. I understand each time I make such a request; a Bill Pay Service Charge not to exceed \$25.00 will be included in the total debited by you to my Account.

41. OBTAINING LOANS. Loans from my Account are available only during the draw period and must always be in an amount of \$5,000 or more. I may not have more than three (3) Loans outstanding at any time. I may request a Loan by calling 1-800-452-9962 extension 2400, or by written notice. I can use a Loan to transfer all or part of my Advance balance to a Loan or I may obtain a new Advance and have the balance of the new Advance moved into a Loan. Each time I request a Loan I will pay a one-time Loan Fee of up to \$200 payable at the time I request the Loan.

42. LOAN TERMS. When I request a Loan I will select a payment amount and term based on the amount of the Loan and the current fixed interest rate you are offering at that time. Once a Loan is established, the interest rate and the payment amount, which will consist of principal and interest (for that Loan), will not change. The payment

APPENDIX F

amount required to repay the Loan in full over the selected term be added to my Minimum Payment each month until the Loan is repaid in full. During the draw period, as I repay a Loan, the amount of principal repaid will be added back to my available Credit Line.

43. NOTICE FOR MARRIED WISCONSIN RESIDENTS: ...

44. In Missouri ...

45. Unless I provide evidence of the insurance coverage required by my agreement with you, you may purchase insurance at my expense to protect your interests in my collateral. This insurance may, but need not, protect my interests. The coverage that you purchase may not pay any claim that I make or any claim that is made against me in connection with the collateral. I may later cancel any insurance purchased by you, but only after I provide evidence that I have obtained insurance as required by our agreement. If you purchase insurance for the collateral, I be responsible for the costs of the insurance, including the insurance premium, interest and any other charges you may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to my total outstanding balance or obligation. The cost of the

APPENDIX F

insurance may be more than the cost of insurance I may be able to obtain on my own.

My Billing Rights language and signature lines will be next.

MY BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

Notify You in Case of Errors or Questions About My Bill

If I think my bill is wrong, or if I need more information about a transaction on my bill, I will write you on a separate sheet at the address listed on my bill, as soon as possible. You must hear from me no later than 60 days after you sent me the first bill on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights.

In my letter, I will give the following information:

- * My name and account number.
- * The dollar amount of the suspected error.
- * Describe the error and explain if I can, why I believe there is an error. If I need more information, I will describe the item I am not sure about.

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My Rights and Your Responsibilities After You Receive My Written Notice

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the bill was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. You can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid amount against my credit limit. I do not have to pay any questioned amount while you are investigating, but I am obligated to pay the parts of my bill that are not in question.

If you find that you made a mistake on my bill, I will not have to pay finance charges related to any questioned amount. If you didn't make a mistake, I may have to pay finance charges, and I will have to make up any missed payment on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within ten days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my bill. And, you must tell me the name of anyone you reported me to. You must tell anyone you report me to that the matter has been

APPENDIX F

settled between us when it finally is.

If you don't follow these rules, you can't collect the first \$50 of the questioned amount, even if your bill was correct.

**CAUTION – IT IS IMPORTANT TO
THOROUGHLY READ THE CONTRACT
BEFORE SIGNING IT.**

Dated JOAQUIN ALVAREZ (Seal)

Dated JOVITA ALVAREZ (Seal)

APPENDIX G

... Home Equity Line of Choice Payment Coupon

JOAQUIN ALVAREZ

JOVITA ALVAREZ

ACCOUNT NUMBER:	4773253
CURRENT DUE DATE:	09/10/2008
TOTAL AMOUNT DUE:	557.85
AMOUNT IF NOT PAID BY 09/25/2008:	585.74

HSBC MORTGAGE CORPORATION (USA)

PO BOX 4612

BUFFALO NY 14270-4612

APPENDIX H

2251 Bloomfield Ln Corona, CA 92882

\$582,025 Redfin Estimate

\$570,000 Last Sold Price

4 Beds, 3 Baths, 2,342 Sq. Ft. \$249/Sq.Ft.

Built: 1989

Status: Sold Source: Public Records

Property History for 2251 Bloomfield Lane

Date: Sep 24, 2018

Event & Source: Sold (Public Records)

Price: \$570,000

Appreciation: 2.4%/yr

- 2251 Bloomfield Ln, Corona, CA 92882 is a 4 bedroom, 3 bathroom, 2,342 sqft single-family home built in 1989. 2251 Bloomfield Ln is located in Sierra del Oro, Corona. This property is not currently available for sale. 2251 Bloomfield Ln was last sold on Sep 24, 2018 for \$570,000 (1% higher than the asking price of \$564,990). The current Trulia Estimate for 2251 Bloomfield Ln is \$593,713.

Hardest Hit Fund programs may be available in the following 18 states and the District of Columbia: In 2016, another \$2 billion was allocated to HHF by the Consolidated Appropriations Act, which is available to states until 2020.

APPENDIX H

Alabama.

Arizona.

California.

District of Columbia.

Florida.

Georgia.

Illinois.

Indiana. ...

Hardest Hit Fund® (HHF)

Hardest Hit Fund® programs in 18 states and the District of Columbia are designed to provide assistance to struggling homeowners through modification, mortgage payment assistance, and transition assistance programs.

Application Deadline:

Don't delay. Application deadlines vary. Some states have already concluded the application process. No applications will be accepted beyond December 31, 2020.

FEATURES AND BENEFITS

HHF programs vary state to state, but often include:

- Mortgage payment assistance for unemployed or underemployed homeowners
- Principal reduction to help homeowners get into

APPENDIX H

- more affordable mortgages
- Funding to eliminate homeowners' second lien loans
- Help for homeowners who are transitioning out of their homes and into more affordable places of residence

ELIGIBILITY

HHF programs and eligibility vary by state. For details, contact your state's housing finance agency.

AVAILABILITY

The HHF provided more than \$7.6 billion to support homeowners in states hit hardest by the economic crisis. State housing finance agencies have used the Fund to develop programs that stabilize local housing markets and help families avoid foreclosure in the following states:

Alabama

Arizona

California ...

APPENDIX I

CLAIM FOR DAMAGE, INJURY, OR DEATH

Submitted to U.S. Dept. of Justice, Federal Bureau
of Investigation.

Submitted by Arthur Lopez, September 23, 2019.

APPENDIX Z

James Brien Comey Jr. (/ˈkoʊmi/; born December 14, 1960) is an American lawyer who was the 7th director of the Federal Bureau of Investigation (FBI) from 2013 until his dismissal in May 2017.[3] Comey was a registered Republican for most of his adult life; however, in 2016, he described himself as unaffiliated.[4]...

Early career (1985-1993)

After law school, Comey was a law clerk for then-United States district judge John M. Walker Jr. in Manhattan. Then, he was an associate for Gibson, Dunn & Crutcher in their New York office. He joined the U.S. Attorney's Office for the Southern District of New York, where he worked from 1987 to 1993. ...

Clinton administration (1996-2001)

Assistant U.S. attorney

From 1996 to 2001, Comey was Managing Assistant U.S. Attorney in charge of the Richmond Division of the United States attorney for the Eastern District of Virginia. ...

Bush administration (2002-2005)

U.S. attorney

Comey as a US Attorney

Comey was the United States attorney for the Southern District of New York, from January 2002 to the time of his confirmation as Deputy Attorney

APPENDIX Z

General on December 11,2003. ...

Enhanced interrogation techniques

When Comey was Deputy Attorney General in 2005, he endorsed a memorandum that approved the use of 13 so-called "enhanced interrogation techniques" that included waterboarding[53] and sleep deprivation for up to 180 hours (7+1/2 days), which would be used by the CIA when interrogating suspects.[67] [68]...

Private sector (2005-2013)

Comey left the Department of Justice in August 2005.[75] In August 2005, it was announced that Comey would enter the private sector, becoming the general counsel and senior vice president for Lockheed Martin, the U.S. Department of Defense's largest contractor.[76] Comey's tenure took effect on October 1, 2005,[77] serving in that capacity until June 2, 2010, when he announced he would leave Lockheed Martin to join the senior management committee at Bridgewater Associates, a Connecticut-based investment management firm.[78] Comey received a three million dollar payout from Bridgewater, his net worth estimated at 14 million dollars.[79]...

On February 1, 2013, after leaving Bridgewater, he was appointed by Columbia University Law School as a senior research scholar and Hertog fellow on national security law.[80] He was also appointed to

APPENDIX Z

the board of directors of the London-based financial institution HSBC Holdings,[81] to improve the company's compliance program after its \$1.9 billion settlement with the Justice Department for failing to comply with basic due diligence requirements for money laundering regarding Mexican drug cartels and terrorism financing.[82][83] Since 2012, he has also served on the Defense Legal Policy Board.[84]...

Director of the Federal Bureau of Investigation
(2013-2017)

Comey, President Obama, and outgoing FBI Director Robert Mueller at Comey's nomination to become FBI Director, June 21, 2013

Comey at the Oval Office following the San Bernardino attack, December 3, 2015

Obama receives an update from Comey and Homeland Security Advisor Lisa Monaco on the Orlando nightclub shooting, June 12, 2016

The May 2013 reports became official the following month when President Barack Obama revealed that he would nominate Comey to be the next director of the Federal Bureau of Investigation, replacing outgoing director Robert Mueller.[89] [90] Comey was reportedly chosen over another finalist, Lisa Monaco, who had overseen national security issues at the Justice Department during the attack on the U.S. consulate in Benghazi, Libya, on September 11, 2012.[91][92]...

APPENDIX Z

On July 29, 2013, the Senate confirmed Comey to a full ten-year term as FBI director. He was confirmed by a vote of 93-1. Two senators voted present.[93] He was sworn in as FBI director on September 4, 2013.[94] Comey was dismissed by President Donald Trump on May 9, 2017. ...[

Dismissal

Main article: Dismissal of James Comey

Trump's letter firing Comey

President Trump formally dismissed Comey on May 9, 2017, less than 4 years into his 10-year term as Director of the FBI. Comey first learned of his termination from television news reports that flashed on screen while he was delivering a speech to agents at the Los Angeles Field Office.[167] Sources said he was surprised and caught off guard by the termination. Comey immediately departed for Washington, D.C., and was forced to cancel his scheduled speech that night at an FBI recruitment event.[168] Trump reportedly called Deputy Director Andrew McCabe the next day, demanding to know why Comey had been allowed to fly back to Washington on an FBI jet after he had been fired...

Reasons for dismissal

The White House initially stated the firing was on the recommendation of United States attorney general Jeff Sessions and Deputy Attorney General Rod Rosenstein, to both of whom Comey reported.[172] Rosenstein had sent a memorandum

APPENDIX Z

to Sessions, forwarded to Trump, in which Rosenstein listed objections to Comey's conduct in the investigation into Hillary Clinton's emails.[173] It allowed the Trump administration to attribute Comey's firing to Rosenstein's recommendation about the Clinton email controversy. It was later revealed that on May 8, Trump had requested Sessions and Rosenstein to detail in writing a case against Comey.[174][175] Rosenstein's memo was forwarded to Trump on May 9 and was then construed as a recommendation to dismiss Comey, which Trump immediately did. In Trump's termination letter to Comey, he attributed the firing to the respective letters from Sessions and Rosenstein.[176][177] On May 10, Trump told reporters he had fired Comey because Comey "wasn't doing a good job." [178] White House press secretary Sarah Huckabee Sanders added that the FBI rank and file had lost faith in Comey and that she had "heard from countless members of the FBI... grateful and thankful for the president's decision." [179]...

By May 11, however, in a direct contradiction of the earlier statements by the White House, Vice President Mike Pence, and the contents of the dismissal letter itself, President Trump stated to Lester Holt in an NBC News interview that Comey's dismissal was in fact "my decision" and "I was going to fire [Comey] regardless of recommendation [by Jeff Sessions and Rod Rosenstein]." [180][181] Trump later said of the dismissal "when I decided to just do it [fire Comey],

APPENDIX Z

I said to myself, I said 'You know, this Russia thing with Trump and Russia is a made-up story.'"[182]
In the same televised interview, Trump labelled Comey "a showboat" and "grandstander". ...