

**WRITTEN STATEMENT OF RHETTA B. SWEENEY before the UNITED STATES HOUSE OF REPRESENTATIVES HEARING of the SMALL BUSINESS SUB-COMMITTEE ON GOVERNMENT PROGRAMS, September 25, 1996, at 2. p.m.**

Mr. Chairman, distinguished members of the Sub-Committee of Government Oversight, and the Committee On Small Business, may I take this opportunity to thank you for allowing me to appear before you today to testify from my personal knowledge and experience about abuse by the Resolution Trust Corporation, Federal Deposit Insurance Corporation, and their agent John Hanify, surrounding my Small Business Project approved by the Hamilton Planning Board, in Hamilton, Massachusetts, subject to compliance with the required Special Permit, on March 21, 1988.

The recent report received under the Freedom of Information Act on August 16, 1996 whereby, the FDIC now has stated that Hanify & King had no "Legal Services Agreement" with the Resolution Trust Corporation can leave no doubt that, as I have previously reported to your offices, Mr. Chairman, John Hanify acted in violation of law in the handling of our state court action. When John Hanify of Hanify & King represented to the state court that he was a representative for the Resolution Trust Corporation, he was, in fact acting in both the state and federal courts without authorization and in violation of law specifically in the unlawful removal and concealment of my \$4 million dollar State Court Judgment. The actions taken by John Hanify were of an evil mind, intentional, malicious and as a result my Small Business Project has been harmed.

The significance of this report is an affirmation of what we have previously reported to you over the years which is that John Hanify was not qualified to continue to be employed by the FDIC or RTC. As a result substantial losses to me as a Small Business person include: loss of my project through an unlawful foreclosure auction; loss of home which was part of my real estate project; loss

of damages from a state court judgment entered in my favor in excess of \$4 million dollars; loss of profits as a Small Business person; loss of opportunities as a Small Business person since 1988. The extreme infliction of emotional distress my family and I have suffered can only be described as a “gang style pattern of repeated physical, emotional, financial, and professional raping” which began in August, 1987, by the bank and their agent John Hanify and continues to this day by the FDIC and their agent, John Hanify.

### **BACKGROUND**

The background of my story begins in 1987 when I entered into a commercial loan agreement with ComFed Savings Bank to develop a real estate project in Hamilton, MA.

During the spring of 1987, I began preliminary work on a real estate plan with the Hamilton Planning Board seeking to sub-divide a 14 acre piece of property including our home which has been in the family for six generations.

In July of 1987 I was introduced to S&L ComFed Savings Bank as a potential real estate lender. Four loan commitment letters were issued by ComFed during July and August, 1987. The original commitment proposed a loan amount of \$600,000 which was to refinance the four acre parcel of land, and included an 18<sup>th</sup> century home and two barns located at 776 Bay Road. On August 20, 1987 ComFed issued a fourth commitment letter for \$1,600,000 which was to refinance the mortgages for both pieces of real estate, putting ComFed in first position for the entire asset. I agreed to borrow \$1.6 million rather than the initial loan amount of \$600,000, as a means of guaranteeing the future financial support for the entire project. I did not know that our loan officer was operating on a commission basis. The bigger the loan, the bigger his commission would be.

Because ComFed Savings Bank was a federally regulated state chartered, FSLIC S&L, I believed I was dealing with a trustworthy lender, not a criminal enterprise.

After the closing of the August 27, 1987 loan, I hired a team of professionals to include a real estate lawyer, engineer, landscape architect, architect, land use planner, and the development work to obtain sub-division approval from the Hamilton Planning Board began.

Preliminary approvals for the sub-division project were in place by January of 1988 and the Flexible Sub-division Plan was signed in February, 1988 subject to Special Permits. On May 23, 1988, construction and sales were ready to start. Suddenly, on May 24, 1988, the bank officer, Dennis Furey, wrote me a letter stating the S&L was “suspending lending.”

Between June, 1988 and April, 1989, the bank and their agent Hanify & King, in particular John Hanify, refused to accept sales of the property which was our only means of paying back the loan, obstructed construction financing, and filed foreclosure proceedings on November 30, 1988.

On April 14, 1989 I filed a complaint for reasons of violations of state laws against ComFed Savings Bank, ComFed Mortgage Company, Inc., ComFed Advisory Company, Inc., and my loan officer, Dennis Furey, in Middlesex Superior Court, Cambridge, MA, the district in which ComFed did business. The claims against the bank were for violation of their own rules, violation of state laws, violation of federal laws as they applied to a state chartered institution, violations of the code of federal regulations, and, perhaps most importantly in this hearing, violations of the Massachusetts Consumer Protection Act which protects Small Business persons from “Unfair and Deceptive Business Practices.” **THE BANK LOST,**

I was awarded a \$4 million dollar judgment for “the bank’s unfair and deceptive trade practices.” The press reported the stunning bank loss as “Lender Ruling May Be a First in the U.S.”

Lawyers nationally, for several successive months, ordered the state court opinion from Lawyers Weekly, a publication in Massachusetts which sells court opinions. This judgment is now being broadcast throughout the world on the Internet.

You will find the words of the state court judge's opinion in my more detailed, written testimony which I have previously given on January 31, 1995 before Chairman Cohen's U. S. Senate Sub-committee on Government Oversight. Copies of my statement have been given to your staff.

When the law firm of Hanify & King - lawyers for ComFed - learned of the state court judgment against their clients, the law firm removed the original judgment on January 30, 1991, from Middlesex Superior Court and hid it in their offices for 26 days, representing to the state court that he (John Hanify) was acting as a representative for the Resolution Trust Corporation who was appointed as conservator for ComFed in December 13, 1990 when ComFed was closed by the Office of Thrift Supervision (OTS) and the Federal Deposit Insurance Corporation, (FDIC), for reasons of "unsafe and unsound lending practices." When Judge Izzo learned that the judgment was missing, she ordered the court clerk to send our counsel a copy of the court docket sheet which showed that she had entered judgment. When our counsel received notice from the court on February 25, 1991, the original judgment document could not be found in any court. The recent FOIA report, FDIC Log # 95-F-1324 now admits that the firm of Hanify & King never had a Legal Services Agreement authorizing them to do any work for the RTC on any case. Indeed, the FDIC and RTC's own Conflict of Interest Rules prohibited Hanify & King from doing any ComFed work.

**REMOVAL and CONCEALMENT of ORIGINAL RECORDS**

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The Federal Deposit Insurance Corporation, (FDIC) Resolution Trust Corporation (RTC), and their agents, to include outside counsel Hanify & King, Ropes & Gray, and Nutter, McClennen & Fish, have acted unlawfully in the handling of my state court case for the following reasons:

1. **August 16, 1996**, FDIC FOIA report “**NO LEGAL SERVICE AGREEMENT**”

The law firm of Hanify & King and John Hanify acted without authority as a legal representative on behalf of the Resolution Trust Corporation in the handling of my state court action, C.A. 89-2424, **Sweeney, et al. v. ComFed, et al.** Middlesex Superior Court, Cambridge, MA.

The recent Freedom of Information Act (FOIA) response by the FDIC of August 16, 1996 states that no Legal Services Agreement was entered into between the firm of Hanify & King and the Resolution Trust Corporation. The FOIA request was submitted by me, kindness of Chairman Torkildsen on December 15, 1996.

The FDIC responded to the request, **FDIC Log #95-F-1324**, stating that:

Please be advised that despite an exhaustive search by FDIC's Legal Division, no records relating to a Legal Services Agreement with Hanify & King could be located.

Although the FDIC's response stated, “The Hanify & King firm did some minor work on motions connected with removal to federal court, but there was no Legal Services Agreement evidencing that arrangement.”

Verified court documents dispute this statement. Hanify & King's own billing records for the period between March, 1990 and May of 1992 detail work done on my case in the amount of \$343,695.01. In addition, FOIA reports show that the RTC paid him \$155,402.07. The Office of Thrift Supervision (OTS), Federal Deposit Insurance Corporation, (FDIC), succeeded to ComFed

Savings Bank on December 13, 1990 and appointed the Resolution Trust Corporation (RTC) conservator. The records filed in U. S. District Court for the District of Massachusetts show that John Hanify and Hanify and King continued to work on my case almost **two years** after ComFed failed.

Lastly, FOIA reports also document that the FDIC had a Legal Service agreement with Hanify & King until January 21, 1994.

2. **January 7, 1991, NO PROCEDURALLY CORRECT “SUBSTITUTION” OF PARTY DEFENDANTS WAS EVER FILED IN MY CASE IN THE U. S. DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS**

A timely Motion to Substitute Party Defendants pursuant to Massachusetts Rules of Civil Procedure 25 was required before the Resolution Trust Corporation could proceed in my action against the ComFed Defendants. The following chronology of events are clear that no procedurally correct Substitution of Party Defendants was ever filed by the RTC and their agent John Hanify.

On **January 7, 1991**, John Hanify acting as agent for the RTC filed an “Emergency Notice and Motion of Resolution Trust Corporation for Substitution as Party Defendant” when there was no emergency. In fact, the law provided that the RTC could have stayed before Judge Izzo who had already fully tried the case.

12 U.S.C. 1441 (1)(3)(a) clearly states:  
The removal of any action, suit, or proceeding shall be instituted not later than 90 days after the date the Corporation is **substituted** as a party,

On **January 10, 1991**, my counsel opposed the “Emergency Notice of Substitution” objecting for reasons that no documents were presented to represent the government succession, and

secondly, **substitution** could not be allowed for the party defendants, ComFed Mortgage Company, Inc., and ComFed Advisory Company, Inc. who operated under state jurisdiction only.

On **January 11, 1991**, Hanify & King filed a Notice of Removal in the U. S. District Court for the District of Massachusetts.

On **January 15, 1991**, my counsel opposed the removal of the entire case to U.S. District Court for the District of Massachusetts for reasons argued on January 10, 1991. As a result, state court Judge Sullivan **VACATED** defendants “Emergency Notice” stating, “After hearing, Allowance **VACATED**. Motion allowed as to ComFed Savings Bank **ONLY**. (Sullivan, J.) NB

Further affirmations that procedurally correct **Substitution of Party Defendants** was **never** filed and acted on by the U. S. District Court for the District of Massachusetts were as follows:

On **April 23, 1991**, Hanify & King acting as agent to the Resolution Trust Corporation, filed a motion “Notice and Motion of Conservator Resolution Trust Corporation for **Substitution** as Receiver of Defendant, ComFed Savings Bank, and Conservator of Plaintiff-In-Counterclaim, ComFed Savings Bank, F.A. The court never acted on this motion .

On **August 31, 1993**, the Resolution Trust Corporation and their agent, Nutter, McClennen & Fish, filed a “Motion to Substitute.” **Note:** This motion was filed the day after my appeal of Judge Harrington’s Judgment was filed in the U. S. Court of Appeals for the First Circuit. As a result, jurisdiction was in the First Circuit, not the U. S. District Court for the District of Massachusetts.

### 3. **January 11, 1991 NOTICE OF REMOVAL FILED IN THE WRONG COURT**

POWER TO REMOVE: JURISDICTION  
12 U.S.C. 1441 (1)(3)  
REMOVAL AND REMAND. The Corporation  
**may**, without bond or security, remove any such action,

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suit, or proceeding from a State court to the  
United States District Court for the  
**District of Columbia**

**This statute was later amended.**

4. **On January 30, 1990 REMOVAL AND CONCEALMENT OF ORIGINAL COURT RECORDS**

On **January 30, 1991**, without knowledge that John Hanify, acting as agent for the RTC, had gone to another state court judge seeking to escape her ruling, Judge Izzo entered her final judgment on my case in Massachusetts Middlesex Superior Court. The judgment was recorded on the state court docket sheet. The following records clearly show the unlawful removal and concealment of original files by John Hanify acting as agent for the Resolution Trust Corporation:

On **January 30, 1991**, a copy of the **flawed** U. S. District Court for the District of Massachusetts “Notice of Removal” was filed in the office of the Clerk of Courts for the County of Middlesex. Note: We received no notice the entire original file was removed on this date and taken to the offices of John Hanify.

Further evidence of the **concealment and removal cover up** by the RTC and their agent John Hanify, occurred as follows:

- February 5, 1991** John Hanify letter to Edward J. Sullivan  
Clerk, Middlesex Superior Court
- February 6, 1991** Hanify & King “Petition for Relief  
Pursuant to M.G.L. Chapter 211 Section 3
- February 6, 1991** John Hanify letter to Attorney General’s  
office **threatens file suit against state court**
- February 8, 1991** Hanify & King letter to Robert Smith, Clerk  
U.S. District Court, Note: false statement  
“comprising complete record”  
**However**, the state court

judgment was removed from the original file and kept in the offices of Hanify & King.

We received no notice of this filing. Our attorney later dug it out of the federal court file.

Note: Notice of Removal par. 2  
“Attached hereto is a copy of the Motion for Substitution of the RTC allowed by the Superior Court on January 11, 1991. Certified copies of all papers filed in the State Court, including a certified copy of all docket entries, shall be filed within thirty days of this Notice in accordance with Local Rule 81.1(A).”

**February 25, 1991**

John Hanify letter to Edward J. Sullivan, Clerk Middlesex Superior Court

**February 25, 1991**

The Sweeneys receive notice from state court **for the first time** of Judge Izzo’s final judgment  
**Note: Our counsel could not find the Izzo judgment in either the state or federal courts.**

**February 28, 1991**

The Sweeney counsel filed Motion to Remand

**March 1, 1991**

U. S. District Court Hearing  
The Honorable Douglas P. Woodlock

Note: 28 U.S.C. 1447 (b) states as follows:  
It may require the petitioner to file with its clerk copies of all records and proceedings in such State court or may cause the same to be brought before it by writ of certiorari issued to such State Court.

On March 1, 1991, Judge Woodlock – in a federal district court hearing regarding the missing original court documents – stated as follows:

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THE COURT: Well, what I guess I don't understand is **why doesn't Middlesex Court have these papers, the original papers?** The only way that papers get over here on removal is certified copies or a writ of certiorari is issued by the Court. I'm not aware that a writ was issued here, so consequently, we shouldn't have the original papers.

Indeed, the laws of U.S.C. provide as follows:

18 U.S.C. Section 2071 provides:

**Concealment, removal,** or mutilation generally (a) **whoever willfully and unlawfully conceals, removes,** mutilates, obliterates, or destroys, or attempts to do so, or with intent to do so takes and **carries away any record,** proceeding, map, book, paper, document, or other thing, filed or deposited with any clerk or officer of any court of the United States, or in any public office, shall be fined not more than \$2,000 or imprisoned not more than three years, or both.

- |                       |   |
|-----------------------|---|
| <b>March 18, 1991</b> | Rhetta B. Sweeney letter to Mr. Timothy Ryan, Director Office of Thrift Supervision   |
| <b>March 29, 1991</b> | Luis A. Lavin, Assistant Attorney General letter to my counsel  |
| <b>April 19, 1991</b> | John Hanify, Affidavit filed in U.S. District Court for the District of Massachusetts stating his rationale for removal and concealment |
| <b>May 6, 1991</b>    | Timothy Ryan letter to Rhetta B. Sweeney  |
| <b>May 6, 1991</b>    | Michael F. Edgerton, General Counsel letter to John Hanify  |
| <b>May 20, 1991</b>   | Thomas L. Hindes, RTC Senior Counsel letter to Rhetta B. Sweeney  |

**5. OBSTRUCTION BY THE RTC AND THEIR AGENTS, HANIFY & KING, ROPES & GRAY, AND NUTTER, MCCLENNEN & FISH, WILLFULLY, INTENTIONALLY, MALICIOUSLY OBSTRUCTION MY RIGHTS FOR PARTY DEFENDANTS COMFED MORTGAGE COMPANY, INC., AND COMFED ADVISORY CO. INC.**

12 U.S.C. 1819 (D) State Actions - Except as provided in subparagraph (E), any action - (I) to which the Corporation, in the Corporation's capacity as receiver of a State insured depository institution . . . (iii) in which the interpretation of the law of such state is necessary, **shall not be deemed** to arise under the laws of the United States.

Although our loan was closed in the name of federally insured ComFed Savings Bank, sworn testimony by James Baldini at our state court trial, who, in 1987, was President and Chief Executive Officer of the ComFed Mortgage Co. Inc. stated that the Mortgage Company purchased our loan from ComFed Savings Bank.

- Q. Now, Mr. Baldini, in 1987, were you the president and Chief Executive officer of the ComFed Mortgage Company?
- A. Yes. I was.
- Q. And during 1987, was the ComFed Advisory Company a wholly-owned subsidiary of the ComFed Mortgage Company?
- A. I'm just trying to think of the structure of it, if I may.
- Q. Okay.
- A. I think legally it was –
- Q. Okay.
- A. --Although the money to fund the loans came directly from ComFed Bank, and the loans were closed with that Bank.
- Q. Am I correct, all the loans written by the ComFed Mortgage Company and the ComFed Advisory Company were closed through the bank, and the money came from the bank?
- A. That's correct.
- Q. So the ComFed Mortgage Company was in the business of writing loans, and so was the ComFed Advisory Company; is that correct?
- A. That's correct.
- Q. But not providing the funds for that; is that right?
- A. **It borrowed the funds from ComFed Savings Bank.**
- Q. Well, in point of fact, the mortgages were written directly from ComFed Savings Bank to the mortgagors, were they not?
- A. **For legal purposes, the money was borrowed from the Bank,**

although the loans were closed in the name of the Bank. The mortgage company was charged for the cost of those loans.

Q. All right. Now the, uh—

THE COURT: Was charged for the cost of the loans by the bank?

THE WITNESS: Yes. We paid interest to the bank at prime plus zero.

ComFed Mortgage Co. Inc., is a Corporation organized and existing under the laws of the Commonwealth of Massachusetts, and filed with the secretary of State for the Commonwealth of Massachusetts on August 12, 1982. ComFed Advisory Co. Inc. was merged with ComFed Mortgage Co. Inc., December 29, 1989.

ComFed Mortgage Co. Inc., as a State Corporation, at all times operated under the laws of the Commonwealth of Massachusetts. As a Corporation subject to State laws 12 U.S.C. Section 1819 (b)(2)(D) ... (iii) in which only the interpretation of the law of such State is necessary, shall not be deemed to arise under the laws of the United States.”

ComFed Mortgage Co. Inc., acting in violation of Code of Federal Regulations, ran a criminal enterprise. ComFed Mortgage Co. Inc. willfully, intentionally, maliciously committed fraud against my Small Business Project, me individually, and all American taxpayers. My \$1.6 million dollar loan was fraudulently underwritten in violation of law. This is not an allegation but a finding by our trial judge.

In addition, the Resolution Trust Corporation’s own documents state in C.A.91-12437WD, **O’Brien v. ComFed Savings Bank, et al.**, U.S. District Court for the District of Massachusetts at paragraph 4 “It admits that the RTC, Receiver, is **successor** in interest to ComFed Savings Bank, **but not to ComFed Mortgage Co. Inc.**

Indeed, ComFed Mortgage Company Co. Inc., continued in 1991 to grant mortgages after

the OTS and FDIC appointment of RTC as Conservator of ComFed Savings Bank in 1990.

In fact, ComFed Savings Bank and ComFed Mortgage Co. Inc. sued Baldini, and 34 others for the violations Judge Izzo had found were committed against us. See, C.A. 90-6712 **ComFed Savings Bank, ComFed Mortgage Co. Inc. v. James Baldini, et al.** Middlesex Superior Court, Cambridge, MA. which was also removed to the U. S. District Court for the District of Massachusetts and became C.A. 91-10132-S. **Note: The RTC dismissed this action on August 9, 1991.**

Lastly, during the course of our litigation, I met several times with FBI Special Agent Kent Paulin who was head agent of the ComFed investigation during 1988, 1989, 1990. Agent Paulin can testify, if subpoenaed by the U. S. Congress to the massive fraud he found at failed ComFed. Agent Paulin can also address the “obstruction” he was subjected to by John Hanify who was acting as legal counsel to ComFed and how Hanify attempted to influence Agent Paulin’s criminal indictment efforts. Agent Paulin has personal knowledge as to the extensive role John Hanify played at ComFed which ultimately caused harm to me, other Small Business persons and all American taxpayers. When I recently spoke to Agent Paulin, he stated that a very narrow window in the government’s statute of limitations exists today in which to prosecute the individuals responsible for the scheme to defraud because he remembers much of the wrong doing happening during 1984, 1985, and 1986. As this Committee does not have jurisdiction over the banking issues, I, on behalf of the American people, request that this Committee hold Joint hearings with the House Banking Committee to more fully explore this information.

**6. PROCEDURAL ERRORS AFTER REMOVAL GIVE CAUSE TO REMAND FOR REASONS OF SUBJECT MATTER JURISDICTION**

28 U.S.C. Section 1447 © Procedure after removal generally © A motion

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to remand the case on the basis of any defect in removal procedure must be made within 30 days after the filing of the notice of removal under section 1446 (a). **If at any time before final judgment it appears that the district court lacks subject matter jurisdiction, the case shall be remanded. . . .The State Court may thereupon proceed with such case.**

**7. FEDERAL RULES OF CIVIL PROCEDURE PROHIBITED THE FEDERAL JUDGE FROM SUCCEEDING TO JUDGE IZZO** (This law was later amended in December 1, 1991)

With all of the above described findings of fact and law, Judge Harrington, U. S. District Court Judge (federal) who succeeded to Judge Woodlock, refused to return my case to State Court. Incredibly, Judge Harrington's Summary Judgment of April 14, 1991 ignored all of the above findings of fact and law. Even more incredible, Judge Harrington's decision was affirmed by the U. S. Court of Appeals in the First Circuit. When the case went on appeal to the U. S. Supreme Court, the Court denied hearing. While the case was still on appeal before the U. S. Supreme Court, the Resolution Trust Corporation and their agents, Nutter, McClennen & Fish, attempted to hold an auction. On **July 14, 1994**, I was forced to file Chapter 11 Bankruptcy in order to prevent the auction from going forward that day on my property. When the Bankruptcy Court dismissed my Chapter 11 case, I filed a timely notice of appeal before the required court, the U.S. District Court for the District of Massachusetts. While that case instituted a "stay" of action against the Resolution Trust Corporation, RTC agents, Nutter, McClennen & Fish – acting against rules and laws -- held an illegal auction while we were out of town with our children during the thanksgiving weekend, **November 29, 1994**. The RTC subsequently took title of my property in the Essex County Registry of Deeds.

**CONCLUSION:**

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Although, an independent inquiry was requested of the FDIC when the RTC closed in December, 1995, into the RTC's handling of our action, the FDIC has continued to pursue, through further court actions, to take "possession" of our property.

There is an apparent repetitive pattern of abuse by the federal judges, particularly Judge Harrington, about which you have heard here today. His behavior as a District Court Judge is beyond what anyone should have to suffer in a civilized society, and I respectfully request that you schedule immediate joint hearings with the House Judiciary in order to allow me to testify more fully to the cruel and abusive behavior Small Business persons have suffered and continue to suffer because of his gross negligence.

Although we had already proven ComFed had committed "unfair and deceptive business practices" against us and the Honorable Katherine Liacos Izzo had awarded a \$4 million dollar judgment of damages in our favor, this significant material fact has been ignored by the federal banking regulators who succeeded to ComFed Savings Bank (ONLY) when the S&L failed for reasons of "unsafe and unsound lending practices." The FDIC/RTC refused to honor the valid judgment and hired the same lawyers to continue the abuse against me, costing taxpayers hundreds of thousand of dollars in legal fees **after** the proven "unfair and deceptive trade practices" the failed S&L ComFed committed against us. Judges Woodlock, Harrington, and Breyer have, through their actions have at all times covered up significant findings of fact and findings of law in my case which has resulted in loss to me as a Small Business person.

Conflict arises for Small Business persons when the FDIC succeeds to a failed S&L and they blindly pursue their mission of removing cases with potential liability to the agency from the state

courts, sometimes, as in this case, after the case was already tried in state court, and the FDIC goes after the Small Business person's assets;

Conflict arises when the FDIC uses tax dollars from Small Business Persons, to cover their own negligence in the regulating of the federally insured banks; instead of protecting the Small Business Persons who have done nothing wrong and had the misfortune to have done business with banks that failed;

Conflict arises when the courts turn a blind eye to the rights of the Small Business persons who have valid claims for damages caused by the bank, when the bank was run, as was ComFed, as a criminal enterprise and the Court protects the wrong doing of FDIC and their agent, John Hanify;

Conflict arises for Small Business persons when the FDIC continues, in a Conflict of Interest in violation of their own rules, to employ the same lawyer who had previously caused harm working for the bank, and the lawyer is paid enormous sums of tax dollars to continue to defraud the Small Business persons;

Conflict arises for the Small Business person when the Small Business person is unfairly attacked and the directors and officers of the failed S&L are protected by the FDIC.

The actions taken by the RTC, FDIC, and their agents against my Small Business project beginning in 1991 evidence an evil mind; the actions have been malicious; intended to cause harm; and have caused harm.

Therefore, beginning immediately, we must work together with the Department of Justice to seek criminal prosecutions against the individuals who have caused harm and continue to cause harm to me and my Small Business Project. The U. S. Congress and this Sub-committee are respectfully

urged to use this sad set of circumstances to correct gross abuse against Small Business persons committed by the FDIC, the judiciary and their agents.

Thank you.