From: David Rickard

Subject: Electronic Fund Transfers

Comments:

I am writing this on behalf of a widow, a senior citizen(will be 70 in July), a business owner, of thirty seven years, and a formidable pillar of the community of Alamogordo, New Mexico, who has been having difficulties with one of the local credit unions. The widow, is Ayla Hightower and the credit union is Otero Federal Credit Union.

Ayla has had a number of accounts with this credit union to include one which was explained to her that, she needed to establish, to deposit her Social Security check. Reason being, her Social Security check needed to be deposited in an account unrelated to her business/personal account. Her Social Security check would then be immediately transferred to her business/personal account. Ayla, in trying to help one of her grand daughters, helped her purchase an automobile, through the credit union, for which the grand daughter was to pay the note. Ayla is the cosigner.

As dumb luck would have it, the grand daughter had an accident at a gas station, where, she slipped and fell in side the stations rest room area, knocking her teeth into the roof of the mouth, and physically injuring her, disabled her from working, and causing her to loose her job, and thus causing her to default on the note. She could not find work for months. Up to this point, Ayla, had impeccable credit with Otero Federal and had never been late paying her loans. How ever, the credit union, while attempting to collect from the grand daughter began taking the payments for the car out of Ayla's business/personal account. This began in May of '08, with what ever they could not get out of the grand daughter's account, the credit union took the balance from Ayla's and continued through November of '08. During all this

time Ayla was charged, what was termed as a courtesy fee not to mention the overdraft fees caused by the lack of monies in Ayla's business/personal. In January Ayla's own personal signature loan went without payment and two payments came out in February just two days apart, causing yet another fee. A late fee, to add to the courtesy fee and the overdraft fees to top it off. A total of 17 fees at \$25.00 each. Which she was not aware that they were doing this.

In September the credit union added

note.

In October, \$109.39 was added to the monthly payment.

As of February a total of \$xxxxx has been paid in various fees of some sort. On March 03 2009, Ayla was notified that a hold was being placed on her account and a number of items were returned NSF. On March 05, 2009 Ayla received notice that three separate payments were returned NSF and a \$25.00 fee added to the to the fees to be collected. The correspondence received showed the share draft beginning balance to be \$xxx, after her Social Security check was deposited on 03/02 and a total of \$xxxx placed holds, sighting the above mentioned insurance, plus interest on the money, leaving (\$xxxx) plus (\$xxxx) leaving the available balance of (\$xxxx)

a death threat, where by the person or agency collecting for the credit union told her (the grand daughter) "we will bring in the car with your body in it". The grand daughter, lives in North Carolina, and released the car for repossession on Friday the 13th, in an effort to get the credit union to release the hold on her grand mothers account. Otero Federal, and their attorney, categorically denies the grand daughter's assertion. The car was released on the 13th of March and as of the 30th of same month no monies have been released, no cancellation of the law suite "FOR COMPLAINT AND MONEY DUE", and no promised letters to all creditors for twice returned checks has been fulfilled.

Instead, a new lawsuit filed against Ayla claiming LIABLE on march 24.2009 See attached photo

To top it all off:

- The first twice returned check was to the water department
- Ayla's water shut off at home March 19, 2009. Forty one years of paying water bill and not even a courtesy reminder. Just came and shut off.
- Ayla Hires an attorney
- OFCU's attorney (John Wheeler) knows she is represented and calls Ayla at home, and hangs up
- Attorney John Wheeler calls again with new D.A.'s name on caller ID and apologizes to Ayla for hanging up
- Ayla remarks "John what is this? Your name, was on the first call now the new D.A.'s name, Diana Martwick is on the caller ID. And your talking to me on it."
- Attorney John Wheeler asked "What are you going to do with your sign." (this is the third time for them to ask this)
- Ayla remarks "God told me to put it up. Did not tell me to put it down. I am waiting to see what God is going to do."
- Ayla speaks for 17 minutes and 9 seconds
- Attorney John Wheeler suddenly says he has to go to district court. He says he has to hang up and says "I'm sorry"
- Ayla's attorney Shawn Lunsford becomes very angry in that the OFCU attorney would break protocol, knowing full well that she was represented but instead would violate her civil rights by contacting her directly.
- Ayla was served with the second law suit papers on Friday the 27th on or about 1:15 pm (this time was for Liable)

It is unacceptable if not criminal that these banks get away with all this when it would make even a callused Loan Shark blush.

If you need further information on this or more details concerning this matter Ayla has given permission for you to speak with her, however if your call comes through as an 800 number it will go to messaging. Please leave a message. Her numbers are; 575-437-8600 (home) or 575-446-8212 (cell)