

From: David Moates [mailto:moatesfam@prodigy.net]

Sent: Friday, May 02, 2008 12:41 PM

To: _Regulatory Comments

Subject: Comment - Information - San Diego

Dear NCUA,

I recently saw an article regarding unfair and deceptive credit practices. I thought you would like to see what I recently send in to my financial institution. Because of my unique position in the business community, it is becoming increasingly clear, that financial institutions are increasingly taking advantage of people in a way that is misleading. See note sent to our financial institution recently (below).

May 1st, 2008

Joe,

It was nice talking to you today. Please respond to requests in writing within 30 days. Thank you. In summary, these are my comments/requests:

Requests

1) It is request that FFCU determine total dollar amount paid by Mr. and Mrs. Moates in transferred fees (disclosed as a financial charge) since policy change (per our discussion for the past 18 months or so).

2) It is requested that the total amount in item 1 above be returned to Mr. and Mrs Moates.

3) It is requested that FFCU consider modifications to the various communiques that conflict with your current policy. I can supply examples of these communiques, i.e. the 'notice of transfer', which clearly misleads the member in thinking that no fee has been charge, and further, omit language that indicates a fee has indeed been charged. There are at least three other types of communiques that repeatedly contradict the policy enacted 18 months ago.

Background

1. We recently opened a business checking account in addition to our personal accounts. Noahs Protective Structures has yet to utilize FFCU services.

2. I work as a small business consultant. I have over two hundred small businesses in the San Diego area as clients, adding about 100 per year. www.cmtc.com I routinely use our family business to 'test' best practices in the business environment. After talking with David Keely, your business account administrator (I know he has recently resigned) was to begin referring clients to FFCU over time.

3. Suzi Moates worked as FFCU for a couple of years.

4. 2% cash advance fee not itemized.

5/15/2008

5. Each 'Notice of transfer' specifically indicates "No fee has been charged"
6. Each 'Notice of transfer' specifically omits any mention of a cash advance fee
7. Cash advance fees disclosed as a finance charge. No itemization.
8. Basic APR disclosure conflicts with in period APR
9. Volume of FFCU paper mailings vastly imply support of old policy, not new one.
10. Website records report zero fees accessed; conflicts with currently policy.
11. There is no "Special Statement" (notation on website) for balance amount on list of monthly statements.

Other tactical communiques that conflict with current policy available.

David Moates