

Exhibit H-5

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case No.: 9-22384-Civ-Jordan/McAlliley

BANK OF AMERICA,)
NATIONAL ASSOCIATION ,)
)
Plaintiff,)
)
vs.)
)
COLONIAL BANK AND JOHN DOE #1-10)
)
)
Defendants.)
_____)

Plaintiff's Notice Regarding Material Developments in Connection
with Emergency Motion for a Temporary Restraining Order and Preliminary Injunction

Pursuant to Rule 65 (b)(1) Plaintiff, Bank of America, National Association ("Bank of America") hereby advises the Court that after 7:00 p.m., eastern time, on August 12, 2009, Birmingham, Alabama counsel for Colonial Bank called to advise that it is under an order by the FDIC to cease and desist its independent banking operations as well as orders by certain other regulators and that such orders have been in effect since 8:00 a.m. on August 11. Colonial's counsel provided the undersigned counsel with a copy of the August 11 FDIC Order, but advised that the substance of the orders should not be divulged as the terms require strict confidentiality. If the Court wishes to review the order, counsel requests that it does so *in camera*.

In the conversation Bank of America counsel confirmed that the instant action had been commenced, that an application for emergency relief had been made and provided, by email, copies of the papers filed with the Court.

In addition, the Miami Herald for August 13 contains a report of this lawsuit having been

Case No.: 9-22384-Civ-Jordan/McAlliley

filed.

Bank of America provides this notice to the Court of these communications as they may have substantive implications for the Court's consideration of Bank of America's application for emergency ex parte relief.

Respectfully submitted,

HUNTON & WILLIAMS LLP
*Attorneys for Bank of America,
National Association*

By /s/ Marty Steinberg

Marty Steinberg & Patricia Acosta
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-and-

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probson@hunton.com

Case No.: 9-22384-Civ-Jordan/McAlliley

CERTIFICATE OF SERVICE

I hereby certify that on August 13, 2009, I filed the foregoing document was filed and served it upon all counsel and parties of record via the Court's CM-ECF System.

_____/s/ Patricia Acosta

Patricia Acosta

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

MIAMI DIVISION

CASE NO. 09-22384-CIV-JORDAN

BANK OF AMERICA, N.A.,)
)
)
)
Plaintiff)
)
vs.)
)
COLONIAL BANK, & JOHN DOES 1-10,)
)
)
Defendants)
)

**ORDER GRANTING MOTION FOR TEMPORARY RESTRAINING ORDER
& SETTING PRELIMINARY INJUNCTION HEARING**

Bank of America's motion for a temporary restraining order [D.E. 2] is GRANTED.

The complaint, declarations, and exhibits filed by Bank of America indicate that this case involves more than 6,000 mortgages issued by a subsidiary of Bank of America and valued in excess of \$1,000,000,000. After issuing the loans, Bank of America engaged in a series of transactions whereby Colonial Bank would hold the loans in trust while Freddie Mac determined whether or not to purchase each loan. Pursuant to the bailee letters governing the parties' relationship, Colonial would hold possession of the mortgages and related documents pending Freddie Mac's review of the loans. As to each loan that was purchased, Colonial would hold the proceeds in a segregated and specifically identified trust account. For each loan that Freddie Mac rejected or refused to purchase, Colonial was obligated to return the mortgage to Bank of America. In no event was Colonial permitted under the agreement to hold the sale proceeds or notes at issue for more than 15 days from the date of the transmittal letter. *See* Transmittal Letter, Declaration of Sumeet Wadhera, Exh. A. According to Bank of America, Colonial currently holds—and has to this point refuses to return—in excess of \$1 billion in sale proceeds from Freddie Mac's loan purchases, along with all the remaining loans that were rejected for purchase.

Relations between Bank of America and Colonial soured when it came to light in late-July of 2009 that Colonial was not in compliance with the Federal Reserve's capital requirements and was on the verge of insolvency. *See* Complaint at ¶¶ 18–19. Subsequent revelations indicated that Colonial was the subject of a criminal probe by the Department of Justice, in part due to accounting

irregularities related to its mortgage warehouse lending division. *See* Declaration of Christian Mundigo at ¶ 12. On August 11, 2009, Bank of America sent a letter to Colonial that purported to revoke all outstanding transmittal letters, and demanded the return by 12:00 p.m. on August 12, 2009, of all sale proceeds and loan agreements held by Colonial as custodian for Bank of America. *See* Revocation Letter, Declaration of Tammy Spriggs, Exh. A. When Colonial failed to comply, Bank of America filed this lawsuit, which includes a request for a temporary restraining order enjoining Colonial from liquidating, transferring, or encumbering the assets at issue in this case.

In its motion, Bank of America argues that the circumstances warrant the ex parte injunctive relief sought here. On this record, I agree.

A temporary restraining order will issue where the plaintiff can show: (1) a substantial likelihood of success on the merits; (2) irreparable injury; (3) that the potential harm to the plaintiff outweighs the damage to the enjoined party; and (4) that the injunction would not be adverse to the public interest. *See McDonald's Corp. v. Robertson*, 147 F.3d 1301, 1306 (11th Cir. 1998). Further, Rule 64 makes available in federal court all remedies relating to the prejudgment seizure of assets provided for by the state in which the court is located. Thus, Florida law relaxes the traditional “irreparable harm” requirement in cases involving civil theft, and instead only requires the movant to make “a showing of immediate danger of significant loss[.]” *See* Fla. Stat. § 812.035(6).

I find that Bank of America has met its burden in this case as to each of the four requirements. As detailed in the motion, Colonial maintains a clear contractual obligation to return to Bank of America more than \$1 billion in assets, but has—to this point—rebuffed requests by Bank of America to remit the full amount owed. Based on these facts, which are corroborated by supporting declarations and documentation, Bank of America has established a substantial likelihood of success on its civil theft claim. *See, e.g., Joseph v. Chanin*, 940 So. 2d 483, 485–87 (Fla. 4th DCA 2006) (holding that a defendant was liable for conversion and civil theft where she knowingly held identifiable funds that—although initially obtained lawfully—did not rightfully belong to her and refused demands to return the assets to the rightful owner); *Escudero v. Hasbun*, 689 So. 2d 1144, 1146–47 (Fla. 3d DCA 1997) (holding that court properly issued emergency injunctive relief seizing money pursuant to § 812.035(6) where a defendant withdrew the money from a jointly-held bank account contrary to a contractual arrangement with his co-owner).

Bank of America has also demonstrated the potential for immediate substantial injury and that the equities involved weigh in favor of the temporary injunctive relief sought. Viewing Colonial's contractual breach in conjunction with the fact that Colonial is on the brink of collapse and is suspected of criminal accounting irregularities, the potential for immediate substantial injury to Bank of America is clear. More importantly though, the injunctive relief sought by Bank of America poses very little threat of harm to Colonial, given that Colonial maintains only a temporary custodial interest in the assets at issue and no right to long-term outright possession. In other words, no real harm can come to Colonial by enjoining it from encumbering or transferring money that does not belong to it in the first place. And to the extent that the interests of the public are implicated in this case, they weigh in favor of requiring Colonial to honor its contractual obligations and avoiding what would amount to a billion-dollar bank heist. I therefore find that Bank of America has met its burden in establishing each of the requirements for a TRO.

In light of the urgency of these proceedings and the obvious benefit of issuing the TRO before its existence is made known to Colonial so to prevent any pre-injunction dissipation of assets, I find that equity favors that I issue this TRO on an ex parte basis and without advance notice to Colonial.

IT IS THEREFORE ORDERED THAT:

Pursuant to Rule 65(c), Bank of America shall post as security a bond in the amount of \$100,000, which is proper to cover the costs and damages sustained by Colonial if it is found to have been wrongfully enjoined by this order. This order will not be effective until proof of this security is filed with the court.

Pending the hearing and determination of the motion for preliminary injunction, Colonial Bank and the John Doe Defendants, and all persons acting under their direction or control, or in concert with them, are hereby enjoined and restrained from selling, pledging, assigning, liquidating, encumbering, transferring, or otherwise disposing of all or any portion of (a) the proceeds paid by Freddie Mac to Colonial Bank, as trustee, custodian, bailee, and agent, for certain mortgage loans and corresponding loan documents owned by Ocala Funding, LLC ("Ocala"), and (b) certain mortgage loans and corresponding loan documents delivered to Colonial Bank, as trustee, custodian,

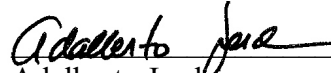
bailee, and agent, which were not purchased by Freddie Mac as set forth on the schedule annexed hereto as Schedule A to the complaint in this action.

A copy of this order, together with all documents filed in this case by Bank of America, shall be served on Colonial Bank, at 201 East Pine Street, Suite 730, Ocala, Florida, 32801, by overnight delivery on or before August 14, 2009, and such service shall be deemed good and sufficient as to this order. Bank of America must still effect service of process of the complaint and summons pursuant to the Federal Rules of Civil Procedure.

Any motion or legal memoranda filed by Colonial Bank in opposition to this order, including any motions to modify or dissolve this order pursuant to Rule 65(b)(4), must be electronically filed on or before August 24, 2009. Any response from Bank of America must be electronically filed on or before August 26, 2009.

I will hear argument on Bank of America's motion for a preliminary injunction at 3:00 p.m. on Friday, August 28, 2009, in Courtroom 10-1 of the United States Courthouse, 400 North Miami Avenue, Miami, Florida.

DONE and ORDERED in chambers in Miami, Florida, this 13th day of August, 2009.


Adalberto Jordan
United States District Judge

Copy to: All counsel of record

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case No.: 09-22384-CIV-JORDAN/McAlliley

BANK OF AMERICA,)
NATIONAL ASSOCIATION,)
)
Plaintiff,)
)
vs.)
)
COLONIAL BANK AND JOHN DOE #1-10)
)
)
Defendants.)
_____)

Plaintiff's Notice of Issuance of Security Bond

Plaintiff, Bank of America, National Association ("Bank of America"), in accordance with the Court's Order Granting Motion for Temporary Restraining Order & Setting Preliminary Injunction Hearing, entered on August 13, 2009, hereby provides proof that a \$100,000 bond has been issued as reflected in Exhibit A attached to this Notice. An original bond will also be hand delivered to the Clerk of the Court on August 14, 2009.

Respectfully submitted,

HUNTON & WILLIAMS LLP
*Attorneys for Bank of America,
National Association*

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-and-

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probson@hunton.com

CERTIFICATE OF SERVICE

I hereby certify that on August 13, 2009, I filed the foregoing document was filed and served it upon all counsel and parties of record via the Court's CM-ECF System. In addition, a copy of the foregoing has been served on:

Mark R. King, Esq.
Counsel for Colonial Bank
Jones Walker
601 Brickell Key Drive
Suite 500
Miami, Florida 33131

/s/ Patricia Acosta
Patricia Acosta

EXHIBIT “A”

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

MIAMI DIVISION

BANK OF AMERICA, N.A.,

Plaintiff,

-v-

COLONIAL BANK, & JOHN DOES 1-10,

Defendants,

BOND NO. 105325633

Docket: 09-22384-CIV-JORDAN

TEMPORARY RESTRAINING ORDER BOND

WHEREAS, the Plaintiff, **BANK OF AMERICA, N.A.**, has applied for a Temporary Restraining Order in the above entitled action, restraining the Defendants, **COLONIAL BANK, & JOHN DOES 1-10** from doing things as more fully set forth in the order signed by the Honorable Adalberto Jordan, U.S.D.J. on August 13, 2009.

NOW, THEREFORE, **Travelers Casualty and Surety Company of America**, having an office and principle place of business for the State of **Florida**, at **11440 Carmel Commons Blvd, Charlotte, NC 28226**, as Surety, does hereby, pursuant to the Statute in such case made and provided, undertake that the Plaintiff, will pay to the Defendant, **COLONIAL BANK, & JOHN DOES 1-10** and so enjoined, such damages and costs not exceeding the sum of **ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000.00) DOLLARS** as Defendants may sustain by reason of the temporary restraining order, if the Court shall finally decide that the Plaintiffs were not entitled thereto; such damages and costs to be ascertained by a reference, or otherwise as the Court may direct.

Dated: August 13, 2009.

Travelers Casualty and Surety Company of America

By: 

Elana V. Sanchez, Attorney-In-Fact



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 219802

Certificate No. 003125716

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Elana V. Sanchez, and Harry A. Dinger, Jr.

of the City of Cranford, State of New Jersey, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of March, 2008.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: George W. Thompson
 George W. Thompson, Senior Vice President

On this the 24th day of March, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of August, 20 09.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

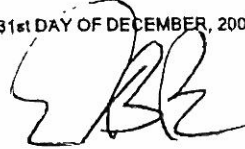
FINANCIAL STATEMENT AS OF DECEMBER 31, 2008

CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 146,779,723	UNEARNED PREMIUMS	\$ 846,309,219
BONDS	3,452,929,381	LOSSES	822,955,804
STOCK	7,586,626	LOSS ADJUSTMENT EXPENSES	276,222,162
INVESTMENT INCOME DUE AND ACCRUED	46,660,631	COMMISSIONS	52,167,066
PREMIUM BALANCES	303,562,195	TAXES, LICENSES AND FEES	43,371,400
NET DEFERRED TAX ASSET	40,073,233	OTHER EXPENSES	29,247,064
REINSURANCE RECOVERABLE	12,426,353	FUNDS HELD UNDER REINSURANCE TREATIES	105,982,816
OTHER ASSETS	86,225,430	CURRENT FEDERAL AND FOREIGN INCOME TAXES	104,163,980
		REMITTANCES AND ITEMS NOT ALLOCATED	57,573,235
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	31,564,808
		RETROACTIVE REINSURANCE RESERVE	11,097,864
		POLICYHOLDER DIVIDENDS	9,605,141
		PROVISION FOR REINSURANCE	5,452,296
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(45,467,530)
		OTHER ACCRUED EXPENSES AND LIABILITIES	11,021,928
		TOTAL LIABILITIES	\$ 2,361,267,253
		CAPITAL STOCK	\$ 6,000,000
		PAID IN SURPLUS	303,297,402
		OTHER SURPLUS	1,425,678,916
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,734,976,318
TOTAL ASSETS	\$ 4,096,243,572	TOTAL LIABILITIES & SURPLUS	\$ 4,096,243,572

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)SS.
CITY OF HARTFORD)

ERIC B. BRUDER, BEING DULY SWORN, SAYS THAT HE IS CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS,
OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING
IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2008.


CHIEF FINANCIAL OFFICER - BOND & FINANCIAL PRODUCTS

SUBSCRIBED AND SWORN TO BEFORE ME THIS
17th DAY OF APRIL, 2009


NOTARY PUBLIC

MARIE C. TETREAULT
Notary Public
My Commission Expires June 30, 2011



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case No.: 09-22384-Civ-Jordan/McAlliley

BANK OF AMERICA,)
NATIONAL ASSOCIATION,)
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Plaintiff,)
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vs.)
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COLONIAL BANK AND JOHN DOE #1-10)
)
)
Defendants.)
_____)

Plaintiff's Motion for Limited Expedited Discovery

Plaintiff, Bank of America, National Association ("Bank of America"), moves pursuant to General Rule 26.1(f) of this Court and Federal Rule of Civil Procedure 30(a)(2)(C) for leave to conduct limited discovery on the following subject matters on an expedited basis prior to any hearing on the plaintiff's motion for preliminary injunction on August 28, 2009.¹

1. Requests for production and interrogatories to Colonial requesting any and all records regarding:

- a. Records related to the mortgage loans, loan proceeds and corresponding loan documents, which are the subject of Bailee Letters between Bank of America and Colonial.
- b. Records relating to payments or funding from Freddie Mac to Colonial concerning the mortgage loans, loan proceeds and corresponding loan documents, which are the subject of Bailee Letters between Bank of America and Colonial.

¹ The actual requests may differ from the categories listed above.

- c. Disposition, location, transfers, encumbrances, pledges, assignments, dissipation or liquidation of the loan documents and mortgage proceeds associated with the Bailee Letters between Bank of America and Colonial.
- d. Colonial's failure and/or refusal to return the mortgage proceeds and the loan documents to Bank of America pursuant to the Bailee Letters.
- e. Colonial's interpretation of the August 11, 2009, cease and desist order from the FDIC.
- f. Colonial's position that cease and desist orders prevent it from returning the loan proceeds and the loan documents to Bank of America pursuant to the Bailee Letters.
- g. Communications to and from Colonial and (i) Bank of America, (ii) Freddie Mac, (iii) Taylor, Bean & Whitaker, or (iv) any third party regarding the Bailee Letters, the mortgage proceeds or the loan documents that are the subject of the Bailee Letters.

2. Depositions, pursuant to Federal Rule of Civil Procedure 30(b)(6), of Colonial representatives regarding categories 1(a)-(g) listed above.

3. Subpoenas duces tecum and for depositions to third parties with information regarding categories 1(a)-(g) above.

In order for the requested discovery to be completed prior to the hearing, Bank of America requests that the Court direct Colonial and all third parties to respond to discovery requests by no later than three business days from the date of service of the request and that 30(b)(6) representatives be made available for deposition prior to August 27, 2009. None of the parties involved will be unduly burdened if required to comply with the limited expedited discovery sought herein because the records and testimony at issue encompass a relatively short time period -- approximately eight months -- and Bank of America has identified specific loan files by loan numbers in the corrected Schedule A attached to the Complaint about which information will be sought.

Memorandum of Law

Under Local Rule 26.1(F)(1)(b), “[l]eave of court, granted with or without notice, must be obtained . . . if the plaintiff seeks to take a deposition prior to expiration of 30 days after service of the summons and complaint upon any defendant.” Local Rule 26.1(F)(3) and Rule 34(b) of the Federal Rules of Civil Procedure provide that while 45 days notice from service of the summons and complaint is the usual time for the first production of documents by defendants, “[a] shorter or longer time may be directed by the court.” The same discretion is permitted for the timing of interrogatory responses under Local Rule 26.1(F)(2) and Rule 33(a) of the Federal Rules of Civil Procedure.

“Expedited discovery should be granted when some unusual circumstances or conditions exist that would likely prejudice the party if he were required to wait the normal time.” *Fimab-Finanziaria Maglificio Biellese Fratelli Fila S.p.A. v. Helio Import/Export, Inc.*, 601 F. Supp. 1, 3 (S.D. Fla. 1983) (ordering that plaintiffs may take depositions, subpoena non-party witnesses, and make limited document requests according to the accelerated schedule provided by the Court). Expedited discovery is appropriate in cases where preliminary relief is sought. *See, e.g., MediaOne of Delaware, Inc. v. E & A Beepers & Cellulares*, 43 F. Supp. 1348, 1356 (S.D. Fla. 1998) (granting plaintiff’s motion for expedited discovery in conjunction with motion for preliminary injunction to enjoin defendants from engaging in the sale, transfer, advertisement, and/or offer for sale, modification, manufacture, storage and distribution of cable television decoder devices); *see also Mitsubishi Int’l Corp. v. Cardinal Textile Soles, Inc.*, 14 F. 3d 1507, 1513 (11th Cir. 1994); *Fed. R. Civ. P.* 26(d) advisory committee’s note (expedited discovery prior to discovery conference is “appropriate in some cases, such as those involving requests for a preliminary injunction”). The Court should grant expedited discovery when the movant can show:

(1) irreparable injury, (2) some probability of success on the merits, (3) some connection between expedited discovery and the avoidance of the irreparable injury, and (4) some evidence that the injury that will result without expedited discovery looms greater than the injury that the defendant will suffer if the expedited relief is granted.

Twentieth Century Fox Film Corp. v. Mow Trading Corp., 749 F. Supp. 473, 475 (S.D.N.Y. 1990).

In its order granting a temporary restraining order, the Court found that Bank of America is likely to succeed on the merits of its claim for civil theft and will suffer irreparable injury unless Colonial is prevented from selling, pledging, assigning, liquidating, encumbering, transferring, or otherwise disposing of all or any portion of the mortgage proceeds and corresponding loan documents. The limited expedited discovery that Bank of America will seek is directly connected to the issues in the Court's order, and are necessary for the presentation of evidence necessary for the Court to evaluate the legal issues at the evidentiary hearing on August 28. Discovery regarding these issues will not pose injury on Colonial because it involves a relatively short time period (approximately eight months), the loan files at issue in this case have been identified by loan number, the information sought already should be in Colonial's possession, and Colonial may avoid the need for expedited discovery by fulfilling its obligations under the Bailee Letters.

Accordingly, the motion for expedited discovery should be granted.

Respectfully submitted,

HUNTON & WILLIAMS LLP
*Attorneys for Bank of America,
National Association*

By /s/ Marty Steinberg
Marty Steinberg & Patricia Acosta
Florida Bar Nos. 187293 & 614599

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Charlotte, North Carolina 28280
Tel. 704 378 4700
Fax: 704 378 4890
femory@hunton.com
probson@hunton.com

CERTIFICATE OF SERVICE

I hereby certify that on August 14, 2009, I filed the foregoing document was filed and served it upon all counsel and parties of record via the Court's CM-ECF System. In addition, a copy of the foregoing has been served via electronic and regular mail on:

Mark R. King, Esq.
Counsel for Colonial Bank
Jones Walker
601 Brickell Key Drive
Suite 500
Miami, Florida 33131

/s/ Patricia Acosta
Patricia Acosta

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case No.: 09-22384-Civ-Jordan/McAlliley

BANK OF AMERICA,)
NATIONAL ASSOCIATION,)
)
Plaintiff,)
)
vs.)
)
COLONIAL BANK AND JOHN DOE #1-10)
)
)
Defendants.)
_____)

ORDER GRANTING PLAINTIFF'S MOTION FOR LIMITED EXPEDITED DISCOVERY

THIS MATTER came before the Court upon Bank of America National Association's Motion for Limited Expedited Discovery.

The Court has considered the motion and after being otherwise duly advised in the premises, it is:

ORDERED that the motion is GRANTED. The discovery in this case shall be limited to the following categories and shall be completed by August 27, 2009.

1. Requests for production and interrogatories to Colonial requesting any and all records regarding:

- a. Records related to the mortgage loans, loan proceeds and corresponding loan documents, which are the subject of Bailee Letters between Bank of America and Colonial.
- b. Records relating to payments or funding from Freddie Mac to Colonial concerning the mortgage loans, loan proceeds and corresponding loan documents, which are the subject of Bailee Letters between Bank of America and Colonial.

- c. Disposition, location, transfers, encumbrances, pledges, assignments, dissipation or liquidation of the loan documents and mortgage proceeds associated with the Bailee Letters between Bank of America and Colonial.
- d. Colonial's failure and/or refusal to return the mortgage proceeds and the loan documents to Bank of America pursuant to the Bailee Letters.
- e. Colonial's interpretation of the August 11, 2009, cease and desist order from the FDIC.
- f. Colonial's position that cease and desist orders prevent it from returning the loan proceeds and the loan documents to Bank of America pursuant to the Bailee Letters.
- g. Communications to and from Colonial and (i) Bank of America, (ii) Freddie Mac, (iii) Taylor, Bean & Whitaker, or (iv) any third party regarding the Bailee Letters, the mortgage proceeds or the loan documents that are the subject of the Bailee Letters.

2. Depositions, pursuant to Federal Rule of Civil Procedure 30(b)(6), of Colonial representatives regarding categories 1(a)-(g) listed above.

3. Subpoenas duces tecum and for depositions to third parties with information regarding categories 1 (a)-(g) above.

DONE and ORDERED in chambers in Miami, Florida, this __ day of August, 2009.

Adalberto Jordan
United States District Judge

Copy to: All counsel of record

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case No.: 09-22384-Civ-Jordan/McAlliley

BANK OF AMERICA,)
NATIONAL ASSOCIATION,)
)
Plaintiff,)
)
vs.)
)
COLONIAL BANK AND JOHN DOE #1-10)
)
)
Defendants.)
_____)

Plaintiff's Notice of Filing FDIC Order

Plaintiff, Bank of America, National Association ("Bank of America"), hereby files Federal Deposit Insurance Corporation's Temporary Order to Cease and Desist dated August 11, 2009, against Colonial Bank. The plaintiff made reference to this order in a document filed with the Court on August 12, 2009, *see* (DE 5), but did not file the Order. Since then, both Colonial and the FDIC have indicated that the Order is not confidential, so the Court may evaluate its content in its consideration of the issues raised in plaintiff's request for preliminary injunctive relief.

Respectfully submitted,

HUNTON & WILLIAMS LLP
*Attorneys for Bank of America,
National Association*

By /s/ Marty Steinberg
Marty Steinberg & Patricia Acosta
Florida Bar Nos. 187293 & 614599

Case No.: 9-22384-Civ-Jordan/McAlliley

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-and-

Frank E. Emory, Jr.
Patrick L. Robson
HUNTON & WILLIAMS LLP
Proc Hac Vice Admission Pending
Bank of America Plaza, Suite 3500
101 South Tryon Street
Charlotte, North Carolina 28280
Tel. 704 378 4700
Fax: 704 378 4890
femory@hunton.com
probson@hunton.com

CERTIFICATE OF SERVICE

I hereby certify that on August 14, 2009, I filed the foregoing document was filed and served it upon all counsel and parties of record via the Court's CM-ECF System. In addition, the foregoing document has been served by electronic and regular mail on:

Mark R. King, Esq.
Counsel for Colonial Bank
Jones Walker
601 Brickell Key Drive
Suite 500
Miami, Florida 33131

/s/ Patricia Acosta
Patricia Acosta

FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D.C.

_____)	
In the Matter of)	
)	
COLONIAL BANK)	TEMPORARY ORDER TO
MONTGOMERY, ALABAMA)	CEASE AND DESIST
)	
(INSURED STATE NONMEMBER BANK))	FDIC-09-402c&b
)	
_____)	

The Federal Deposit Insurance Corporation ("FDIC") has determined that the unsafe or unsound banking practices, which Colonial Bank, Montgomery, Alabama ("Bank") is alleged to have engaged in or which the FDIC has reason to believe the Bank is about to engage in, as specified in the NOTICE OF CHARGES AND OF HEARING ("NOTICE") attached hereto and incorporated herein by reference, and/or the continuation thereof by the Bank, are likely to cause insolvency or significant dissipation of the assets or earnings of the Bank, or are likely to weaken the condition of the Bank, or otherwise prejudice the interests of the depositors of the Bank prior to the completion of the proceedings against the Bank conducted pursuant to section 8(b) of the Federal Deposit Insurance Act ("Act"), 12 U.S.C. § 1818(b). Therefore, the FDIC hereby issues this TEMPORARY ORDER TO CEASE AND DESIST ("TEMPORARY ORDER") and hereby gives notice pursuant to section 8(c)(1) of the Act, 12 U.S.C. § 1818(c)(1), that the Bank and its institution-affiliated parties, successors and assigns, be and hereby are ORDERED TO CEASE AND DESIST FROM and take affirmative action, as follows:

1. From the effective date of this TEMPORARY ORDER, the Bank shall obtain prior written approval from the Regional Director of the Atlanta Regional Office of the FDIC

("Regional Director") before engaging in any transaction with Taylor, Bean & Whitaker Mortgage Corp. ("TBW") or any of its affiliates or related entities.

2. (a) From the effective date of this TEMPORARY ORDER, the Bank shall maintain records sufficiently complete and accurate to enable the FDIC to determine the Bank's financial condition and the substance and purpose of any transaction that may have a material effect on its financial condition.

(b) The Bank shall provide the FDIC with prompt and unrestricted access to the books, records and staff of the Bank and its affiliates, and the Bank shall provide full details or the purposes of the transactions between the Bank, its affiliates, and any other person to the FDIC promptly upon inquiry.

3. From the effective date of this TEMPORARY ORDER, the Bank shall obtain prior written approval from the Regional Director before engaging in any transaction with The Colonial BancGroup, Inc.

4. From the effective date of this TEMPORARY ORDER,

(a) all Bank records, credit files, loan documentation, collateral documentation, promissory notes, and accounting information relating to any transaction shall be preserved, regardless of the form such information may take. No person subject to this TEMPORARY ORDER shall destroy any such record or remove any such record from the Bank's premises; and

(b) the Bank, by action of its board of directors ("Board"), shall immediately adopt and implement procedures to prevent any officer, director, employee of the Bank or

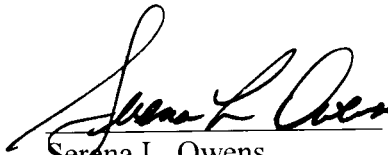
other person from destroying, erasing or altering or otherwise falsifying any Bank record, any existing credit files, loan documentation, collateral documentation, promissory notes, or accounting information (regardless of the form such document may take) relating to any transactions or removing any such record from the Bank's premises.

5. From the effective date of this TEMPORARY ORDER the Bank shall not engage in any material transaction outside the ordinary course of its business without the prior approval of the Regional Director.

This TEMPORARY ORDER shall be effective immediately upon service on the Bank and shall remain in full force and effect, pending the completion of the administrative proceedings instituted pursuant to the foregoing NOTICE.

Pursuant to delegated authority.

Dated at Washington, D.C., this 11th day of August, 2009.

A handwritten signature in black ink, appearing to read "Serena L. Owens", is written over a horizontal line.

Serena L. Owens
Associate Director
Division of Supervision and Consumer Protection

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

MIAMI DIVISION

CASE NO. 09-22384-CIV-JORDAN

BANK OF AMERICA, N.A.,

Plaintiff,

v.

COLONIAL BANK, & JOHN DOES 1-10,

Defendants.

**MOTION TO SUBSTITUTE FEDERAL DEPOSIT
INSURANCE CORPORATION AS RECEIVER FOR COLONIAL BANK**

Pursuant to Rule 25(c) of the Federal Rules of Civil Procedure and the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (“FIRREA”), 12 U.S.C. § 1821(d)(12), the Federal Deposit Insurance Corporation, in its capacity as Receiver for Defendant Colonial Bank (“FDIC-Receiver”), moves to substitute itself for Colonial Bank (“Colonial”) as the real party in interest in this action. As grounds for the motion, FDIC-Receiver states as follows:

I. BACKGROUND

1. Colonial Bank (“Colonial”) was a federal savings association located in Orlando, Florida.
2. On August 12, 2009, Bank of America, N.A. (“BOA”) filed the Complaint [D.E. 1] to initiate the instant lawsuit and filed simultaneously therewith an Emergency Motion for Temporary Restraining Order and Preliminary Injunction [D.E. 2] (the “Motion for Temporary

Restraining Order”) which sought to enjoin Colonial from liquidating, transferring, or encumbering more than \$1 billion in assets representing (1) proceeds paid to Colonial by Freddie Mac for loans owned by Ocala Funding, LLC (“Ocala”) and (2) loans held by Colonial as custodian on behalf of Ocala that were not purchased by Freddie Mac (collectively referred to as the “Ocala Loans”), both of which Colonial refused to turn over to Ocala. On August 13, 2009, this Court entered an Order [D.E. 6] granting the Motion for Temporary Restraining Order which enjoined Colonial from liquidating, transferring, or encumbering the \$1 billion in assets in its possession that was related to the Ocala Loans.

3. On August 14, 2009, the Alabama State Banking Department duly appointed the FDIC as Receiver for Colonial. See Federal Deposit Insurance Corporation Acceptance of Appointment as Receiver dated August 14, 2009 *and* Press Release dated August 14, 2009, attached hereto as Exhibits “A” and “B”, respectively. Congress set forth the rights, duties and functions of the FDIC as Receiver for a failed financial institution in FIRREA, and specifically authorized the FDIC to accept appointment as Receiver for any insured depository institution. See 12 U.S.C. § 1821(c).¹ When the FDIC is appointed as Receiver, it succeeds to “all rights, titles, powers and privileges of” the failed financial institution, and may “take over the assets of and operate” the failed institution with all the powers thereof. Id. §§ 1821(d)(2)(A)(i),

¹ Congress also established a comprehensive statutory scheme to enable the FDIC as Receiver to carry out its fundamental duties and functions. Those duties and functions include conserving and preserving the failed financial institution’s assets, liquidating those assets when appropriate, and using the proceeds of liquidation to make distributions to the institution’s valid creditors. See 12 U.S.C. §§ 1821(c)(2)(A)(ii); 1821(d)(2)(B), (E). When making distributions to creditors, the Receiver must prioritize the payment of claims in accordance with federal statutory and regulatory requirements. See id. § 1821(i)(1) & (2); 12 C.F.R. § 360.2. Congress has given the Receiver discretion to determine the timing and amount of such distributions. See 12 U.S.C. § 1821(d)(10)(A), (B).

1821(d)(2)(B)(i). This includes the resolution of outstanding claims against the failed institution in Receivership. Id. § 1821(d)(3).

4. Following the appointment of a Receiver for a failed financial institution, FIRREA also provides a mandatory claims procedure for the orderly and efficient processing of claims against that failed institution. This administrative claims process, set forth in 12 U.S.C. §§ 1821(d)(3) through (13), centralizes the initial consideration and resolution of claims against a failed financial institution by requiring that all claims be submitted to the Receiver, and allowing up to 180 days for the Receiver to review all claims, and grant or deny those claims (in whole or in part), without the delay and expense of litigation.

5. In Section 1821(d)(13)(D), Congress made the claims process mandatory. That section withdraws jurisdiction from all courts to hear claims against the FDIC as Receiver, except as otherwise provided elsewhere in Section 1821(d):

(D) Limitation on judicial review

Except as otherwise provided in this subsection, no court shall have jurisdiction over —

(i) any claim or action for payment from, or any action seeking a determination of rights with respect to, the assets of any depository institution for which the Corporation has been appointed receiver, including assets which the Corporation may acquire from itself as such receiver; or

(ii) any claim relating to any act or omission of such institution or the Corporation as receiver.

12 U.S.C. § 1821(d)(13)(D) (emphasis added). Jurisdiction is “otherwise provided” by subsection 1821(d) only for those claimants that have completed the administrative claims process. See, e.g., id. §§ 1821(d)(6)(A)(ii), (d)(7)(A) & (d)(8)(C).

II. ARGUMENT

6. In accordance with FIRREA, this Court should substitute FDIC-Receiver for Colonial as the real party in interest.

7. Under Federal Rule of Civil Procedure 25(c), when there has been a transfer of an interest from a party to the litigation to a nonparty:

[T]he action may be continued by or against the original party, unless the court upon motion directs the person to whom the interest is transferred to be substituted in the action or joined with the original party.

Fed. R. Civ. P. 25(c).

8. A transfer of interest has occurred here. As Receiver for Colonial, by express operation of law, FDIC-Receiver assumes all rights, titles, powers, privileges, and operations of Colonial. See 12 U.S.C. § 1821(d)(2). By law, FDIC-Receiver operates as the successor to Colonial. Id. § 1821(d)(2)(B).

9. Substitution of FDIC-Receiver under these facts is required by law. See, e.g., Buczkowski v. FDIC, 415 F.3d 594, 597 (7th Cir. 2005) (“Any litigant, or the court on its own motion, can substitute the FDIC for the failed bank as a party.”); In re Cmty. Bank of N. Va. & Guar. Nat’l Bank of Tallahassee Second Mortg. Loan Litig., 418 F.3d 277, 293, 293 n.6 (3d Cir. 2005) (granting the FDIC’s motion to substitute as real party in interest after FDIC was appointed as receiver); Brown Leasing Co. v. Cosmopolitan Bancorp, Inc., 42 F.3d 1112, 1115 (7th Cir. 1994) (“After being appointed as receiver, the FDIC was substituted as defendant in [the bank’s] place”). Accordingly, FDIC-Receiver should be substituted for Colonial as the real party in interest.

III. CONCLUSION

WHEREFORE, for the reasons set forth above, the FDIC-Receiver respectfully requests that the Court immediately substitute FDIC-Receiver for Colonial as party to this action.

Dated: August 14, 2009

Respectfully submitted,

FEDERAL DEPOSIT INSURANCE
CORPORATION as Receiver for Colonial
Bank

By: /s/ Jose I. Rojas

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CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was served via CM/ECF on this 14th day of August, 2009, on: **Marty Steinberg** and **Patricia Acosta**, Attorneys for Plaintiff, Hunton & Williams LLP, 1111 Brickell Avenue, Suite 2500, Miami, FL 33131; **Mark R. King**, Counsel for Colonial Bank, Jones Walker, 601 Brickell Key Drive, Suite 500, Miami, Florida 33131.

By: /s/ Jose I. Rojas
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**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

MIAMI DIVISION

CASE NO. 09-22384-CIV-JORDAN

BANK OF AMERICA, N.A.,

Plaintiff,

v.

COLONIAL BANK, & JOHN DOES 1-10

Defendants.

**ORDER SUBSTITUTING FEDERAL DEPOSIT
INSURANCE CORPORATION AS DEFENDANT**

This Court, having read and considered Defendant FDIC-Receiver's Motion To Substitute Federal Deposit Insurance Corporation As Receiver For Colonial Bank (the "Motion"), and found that good cause exists therefore,

IT IS HEREBY ORDERED that the Motion is GRANTED as follows:

1. The Federal Deposit Insurance Corporation in its capacity as the Receiver for Colonial Bank is hereby substituted as the real party in interest in this case.

IT IS SO ORDERED.

DATED: _____, 2009

Adalberto Jordan
U.S. District Judge



FDIC

Division of Resolutions and Receiverships

Dallas Regional Office

1601 Bryan Street
Dallas, Texas 75201

Telephone (214) 754-0098

August 14, 2009

John D. Harrison
Superintendent of Banks
State of Alabama
State Banking Department
401 Adams Ave., Suite 680
Montgomery, AL 36104

Subject: Colonial Bank
Montgomery, Alabama- In Receivership
Acceptance of Appointment as Receiver

Dear Sir or Madam:

Please be advised that the Federal Deposit Insurance Corporation accepts its appointment as Receiver of the captioned depository institution, in accordance with the Federal Deposit Insurance Act, as amended.

Sincerely,

FEDERAL DEPOSIT INSURANCE CORPORATION

By: _____

Robert C. Schoppe
Receiver-in-Charge

Press Releases

BB&T, Winston-Salem, North Carolina, Assumes All of the Deposits of Colonial Bank, Montgomery, Alabama

FOR IMMEDIATE RELEASE
August 14, 2009

Media Contact:
Andrew Gray: (202) 898-7192
Cell: 202-494-1049
E-mail: angray@fdic.gov

Colonial Bank, Montgomery, Alabama, was closed today by the Alabama State Banking Department, which appointed the Federal Deposit Insurance Corporation (FDIC) as receiver. To protect the depositors, the FDIC entered into a purchase and assumption agreement with Branch Banking and Trust (BB&T), Winston-Salem, North Carolina, to assume all of the deposits of Colonial Bank.

Colonial Bank's 346 branches in Alabama, Florida, Georgia, Nevada and Texas will reopen under normal business hours beginning tomorrow and operate as branches of BB&T. Depositors of Colonial Bank will automatically become depositors of BB&T. Deposits will continue to be insured by the FDIC, so there is no need for customers to change their banking relationship to retain their deposit insurance coverage. Customers should continue to use their existing branches until BB&T can fully integrate the deposit records of Colonial Bank.

This evening and over the weekend, depositors of Colonial Bank can access their money by writing checks or using ATM or debit cards. Checks drawn on the bank will continue to be processed. Loan customers should continue to make their payments as usual.

"The past 18 months have been a very trying period in the financial services arena, but the FDIC and its staff have performed as Congress envisioned when it created the corporation more than 75 years ago," said FDIC Chairman Sheila C. Bair. "Today, after protecting almost \$300 billion in deposits since the current financial crisis began, the FDIC's guarantee is as certain as ever. Our industry funded reserves have covered all losses to date. In fact, losses from today's failures are lower than had been projected. I commend our staff for their excellent work in assuring once again a smooth transition for bank customers with these resolutions. The FDIC continues to stand by the nation's insured deposits with the full faith and credit of the U.S. government. No depositor has ever lost a penny of their insured deposits."

Customers who have questions about today's transaction can call the FDIC toll-free at 1-800-405-8739. The phone number will be operational this evening until 9:00 p.m., Central Daylight Time (CDT); on Saturday from 9:00 a.m. to 6:00 p.m., CDT; on Sunday from noon to 6:00 p.m., CDT; and thereafter from 8:00 a.m. to 8:00 p.m., CDT. Interested parties can also visit the FDIC's Web site at <http://www.fdic.gov/bank/individual/failed/colonial-al.html>.

As of June 30, 2009, Colonial Bank had total assets of \$25 billion and total deposits of approximately \$20 billion. BB&T will purchase approximately \$22 billion in assets of Colonial Bank. The FDIC will

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Congress created the Federal Deposit Insurance Corporation in 1933 to ensure public confidence in the nation's banking system. The FDIC insures deposits at the nation's 8,246 banks and savings associations and it promotes the safety and soundness of these institutions by identifying, monitoring and addressing risks to which they are exposed. The FDIC receives no federal tax dollars – insured financial institutions fund its operations.

FDIC press releases and other information are available on the Internet at www.fdic.gov, by subscription electronically (go to www.fdic.gov/about/subscriptions/index.html) and may also be obtained through the FDIC's Public Information Center (877-275-3342 or 703-562-2200). **PR-143-2009**

Last Updated 8/14/2009

communications@fdic.gov

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