

APPEARANCES: (Cont'd)

For the Defendant,
U.S. Department of
Housing and Urban
Development:

U.S. Attorney's Office
By: CONSTANTINE D. GEORGES, ESQ.
500 Poydras Street, Rm. 210
New Orleans, Louisiana 70130

For the Defendant,
Paul R. Valteau:

Office of the Civil Sheriff
By: PETER C. RIZZO, ESQ.
421 Loyola Avenue, Ste. 403
New Orleans, Louisiana 70112

For the Defendant,
Rosalind G. Washington:

Denechaud & Denechaud
By: RALPH J. AUCCOIN, ESQ.
1010 Common Street, Ste. 3010
New Orleans, Louisiana 70112

Court Audio Operator:

(Magistrate Clerical)

Transcriptionist:

Dorothy Bourgeois
c/o U.S. District Court
500 Poydras Street, Room C151
New Orleans, Louisiana 70130
(504) 589-7721

Proceedings recorded by electronic sound recording.

Not produced by transcription service.

PROCEEDINGS

(Thursday, March 17, 2005)

(Call to Order of the Court)

THE COURT: Good morning, everyone.

("Good morning" from all parties)

THE COURT: All right, Mr. Banks, are you with us?

MR. BANKS: Yes, sir, I am.

THE COURT: How are you today?

MR. BANKS: I'm fine.

THE COURT: Good. Mr. Banks, we're going to be recording this, as we always do with Spear's Hearings, so raise your right hand for me.

* * * *

LERoy BANES, III, PLAINTIFF, SWORN

* * * *

THE COURT: All right. First, folks, I'm going to ask Mr. Banks some questions, and see if I can clarify some of his allegations, and then I'll let any of you that want to ask questions do so.

Mr. Banks, with regard to your claims against Franklin American Mortgage and Kim Hill, we just need a little additional information with regard to what your claims are.

You've set out, basically, ten things, as I see it, and I just want to see, under each category, what you're alleging, to make sure that we have all the information we need

1 THE COURT: Well, I looked at the medical records,
2 Mr. Banks, and it says that basically she had congestive heart
3 failure, which was related to a diabetic coma.

4 MR. BANKS: No, she didn't -- she went into a
5 diabetic coma. She couldn't breath. Her lymph nodes was
6 enlarged. But, they never got a chance to tell her exactly
7 what was wrong with her.

8 THE COURT: Well, do you have any evidence whatsoever
9 indicating that the conditions of the property contributed to
10 her death?

11 MR. BANKS: Yeah. She had cancer of the lymph nodes.
12 She couldn't breath. She couldn't filter the waste that she
13 was breathing in.

14 THE COURT: All right. Do any of the Defendants want
15 to ask any questions, at this point?

16 MS. ESSIX-MANUEL: Is it necessary to ask questions,
17 or can we make statements to the Court, Your Honor?

18 THE COURT: You can make a statement. Who is this?

19 MS. ESSIX-MANUEL: This is Nikki Essix, Counsel for
20 Franklin American Mortgage Company and Kim Hill.

21 THE COURT: Thank you, ma'am. Go ahead.

22 MS. ESSIX-MANUEL: Okay. We filed the present Motion
23 to Dismiss for Failure to State a Claim, pursuant to Rule 12
24 USC of the Federal Rules of Civil Procedure, and he makes
5 several allegations and none that were supported, Your Honor.

1 You know, we filed the Motion to Dismiss for a
2 reason. He filed a Complaint alleging negligence,
3 indifference, fraud, conspiracy, breach of contract, wrongful
4 death -- I mean, it ran the gambit; of violations of 12 USC,
5 Section 2601, violations of 24 CFR, Part 3500 --

6 THE COURT: I read it, Counsel.

7 MS. ESSIX-MANUEL: Yeah. I mean, plenty of different
8 things. However, we allege that, you know, there has been a
9 passage of the relevant prescriptive period.

10 The closing contract, of which all these allegations
11 arise from, was signed or entered into, in 2001. I mean, it's
12 2005 now. And, he just filed it in 2005. So, you know, to
13 that extent that any claim is asserted, the claims have
14 prescribed via, you know, passage of the relevant prescriptive
15 period.

16 Also, we allege, from the face of the Complaint, he
17 only filed a Complaint as Leroy Banks, III versus Franklin
18 American Mortgage Company, Kim Hill and, you know, various
19 other defendants.

20 However, we are certain that he's not the proper
21 party to pursue the litigation, because he had no right of
22 action to bring the lawsuit in his name, individually, against
23 Franklin American Mortgage Company or Kim Hill, you know, in
24 connection with the closing contract.

25 Again, he also just made a statement that this was a

1 X cash sale and, you know, there was no mortgage. Well, if there
2 X was no mortgage, there was no closing contract and there are no
3 ties to either of my clients.

4 I mean, also, you know, the fact that he was alleging
5 just now (unintelligible). There is no support for that. He's
6 submitted no evidence and has not even -- none of the
7 allegations he just made were actually in the Complaint. *

8 And, I mean, there's case law that says, you know,
9 although the court applies, you know, a less stringent standard
10 to pro se litigants, you know, than parties that are
11 represented by counsel, you still have to liberally -- you
12 know, concerning the briefs of the pro se litigant. And, the
13 pro se litigant has to still allege sufficient facts to state a
14 claim -- I mean, for relief to be granted. And has to, you
15 know, comply with the requirements of the Rules of Civil
16 Procedures.

17 And, such is not the case in the present suit.

18 And, there is also case law that says, you know, that
19 this Court has discretion to actually grant our Motion to
20 Dismiss for Failure to State a Claim. Although, you know, you
21 have to accept, you know, all of the facts that are alleged as
22 true and well pleaded, you know, factual allegations, they
23 still have to be reasonable. And, in this case, they're not
24 reasonable.

25 There's case law --

Exhibit B



LOUISIANA PLAN SERVICES



433 Metairie Road, Suite 400, Metairie, La. 70005.
P.O. Box 60730, New Orleans, La. 70160. (504) 831-6930 Fax (504) 831-6676

This binder will take effect on the 12TH of FEBRUARY 2001 at 12:01 A.M. subject to the terms, conditions and forms attached to the permanent policy when issued.

Expiration: 4-12-01

Policy# FPH 202402

Deductible \$500.

Insured's Name: GLEN C. BANKS
Address: 626 S. ALEXANDER
City: NEW ORLEANS, LA. 70118

PROPERTY ADDRESS:
626-628 S. ALEXANDER
NEW ORLEANS, LA. 70118

Policy Limits: Dwelling : \$ 65,000.
Other Structures : \$ 6,500.
Personal Property : \$ 32,500.
Loss of Use : \$ 13,000.
Medical Payments : \$ 1,000.
Liability : \$100,000.

Subject to Forms: HO-0002 4/91, HO-0117 4/91, HO-0496 4/91

Mortgages: FRANKLIN AMERICAN MORTGAGE CO., ISAOA, ATTOMA
Address: 501 CORPORATE CENTRE DRIVE
City: FRANKLIN, TN. 37067

Producer Name: DEIDRA R. LOPEZ
Address: 10709 CHEF MENTEUR #2
City: NEW ORLEANS, LA. 70127

This binder may be canceled by the insured by surrendering the original Binder or a Lost Policy Release to the Plan. The Plan may cancel by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. Whenever cancellation occurs without issuance of a policy, earned premium will be charged to the insured in accordance with the current rates applicable to the risk, subject always to a \$50.00 minimum premium.

- (X) LOUISIANA JOINT REINSURANCE PLAN
- () LOUISIANA INSURANCE UNDERWRITING PLAN

Dated At
Metairie, Louisiana

2-12-01

Blaine A. Baquet

Authorized Signature

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CERTIFICATE OF PROOF OF PURCHASE OF FLOOD INSURANCE

TO: FRANKLIN AMERICAN MORTGAGE CO
526 S ALEXANDER
NEW ORLEANS LA 70118

APPLICATION DATE: 02 / 12 / 2001
EFFECTIVE DATE: 02 / 12 / 2001
POLICY TERM: 1 YEAR

RE: LOAN
GLEN C BANKS

AGENT: Deidra Lopez
LOCATION: 10709 Chef Menteur
Suite 2
New Orleans LA 70127

PROPERTY LOCATION: 626 - 628 S ALEXANDER
NEW ORLEANS LA 70118

TOTAL PREMIUM: \$430.00

POLICY AMOUNT APPLIED FOR(BUILDING): \$65000.00 DEDUCTIBLE: \$500
POLICY AMOUNT APPLIED FOR(CONTENTS): \$5000.00 DEDUCTIBLE: \$500

THIS WILL CERTIFY THAT AS OF THIS DATE, A FLOOD INSURANCE POLICY WITH A MORTGAGEE CLAUSE PAYABLE TO YOUR INSTITUTION HAS BEEN APPLIED FOR AND THE REQUIRED PREMIUM HAS BEEN REMITTED TO THE ALLSTATE INSURANCE COMPANY.

BY Deidra R. Lopez
(AUTHORIZED SIGNATURE)

2/12/01
(DATE)

SAU1868

ELLZEY
#126

Exhibits
C

ELLZEY TITLE
2181 HARVARD AVE
METAIRIE, LA 70006
(804) 654-0326

ET#010213

CASH SALE

FEBRUARY 14, 2001

UNITED STATE OF AMERICA
STATE OF LOUISIANA
PARISH OF JEFFERSON

SALE OF PROPERTY
BY
ANTHONY HYDE

TO
GLEN C. BANKS

* * * * *

* BE IT KNOWN, That on this 14th day of the
Month of February in the year of our Lord
TWO THOUSAND ONE
* BEFORE ME, H. EDWARD
ELLZEY a Notary Public duly commissioned
and qualified, in and for the City of Metairie
* and the Parish of Jefferson therein residing
* and in the presence of the witnesses
* named and undersigned.

FILED
NOTARY PUBLIC
GLEN C. BANKS
2001 - 08156
22

PERSONALLY CAME AND APPEARED:

ANTHONY HYDE (SS#438-33-9554), A resident of lawful age of the Parish of Jefferson, State of Louisiana, who declared unto me, Notary that he is not now nor has he ever been married.

His mailing address being 3425 Edenborn, Apt. 108, Metairie, Louisiana 70002.

Who declared that he does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which they may have against all preceding owners and vendors, unto

GLEN C. BANKS (SS#435-88-9063), A single resident of lawful age of the Parish of Orleans, State of Louisiana, who declared unto me, Notary, that she is not now nor has she ever been married.

Her mailing address being 626 South Alexander Street, New Orleans, Louisiana

here present and accepting, and purchasing for his heirs and assigns, and acknowledging due deliver and possession thereof, and all singular the following described property to-wit:

A CERTAIN LOT OF GROUND, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, AND ALL THE RIGHTS, WAYS, PRIVILEGES, SERVITUDES, APPURTENANCES AND ADVANTAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE FIRST DISTRICT OF THE CITY OF NEW ORLEANS, IN SQUARE NO. 796, BOUNDED BY SOUTH ALEXANDER, D'HEMECOURT, SOUTH HENNESSEY AND UTICA STREETS, DESIGNATED AS LOT NO. FOURTEEN (14), ON A PLAN BY B.J. OLIVERIA, C.E., DATED OCTOBER 28, 1922, A BLUE PRINT WHEREOF IS ANNEXED TO AN ACT BEFORE P.S. BENEDICT, NOTARY PUBLIC, OF DATE DECEMBER 20, 1922, AND ACCORDING TO WHICH SAID LOT MEASURES THIRTY (30) FEET FRONT ON SOUTH ALEXANDER STREET, BY ONE HUNDRED SIX FEET, TWO INCHES AND THREE LINES (106'2"3"), BETWEEN EQUAL AND PARALLEL LINES, AND MEASURES THIRTY FEET (30') IN WIDTH IN THE REAR, SUBJECT TO AND TOGETHER WITH THE USE IN COMMON WITH LOT NUMBER FIFTEEN OF THE COMMON ALLEY OR DRIVEWAY SEVEN FEET, NINE INCHES AND FOUR LINES (7'9"4") FRONT ON SOUTH ALEXANDER STREET, BY EIGHTY SEVEN (87') DEEP, THIS COMMUNITY DRIVEWAY HAVING BEEN CREATED BY ACT BEFORE EDMUND WEGENER, NOTARY, ON MAY 28, 1924, REGISTERED IN COB 330, FOLIO 418.

THE IMPROVEMENTS THEREON BEAR THE MUNICIPAL NO. 626-628 SOUTH ALEXANDER STREET, NEW ORLEANS, LOUISIANA.

That Buyer(s) or (his/her) representatives have fully examined and inspected the entire building which comprise the premises prior to the execution of this Agreement, and that Buyer(s) know and (is/are) satisfied with the physical condition of the premises in all respects, including, but not limited to, any visible or hidden termite infestation and resultant damage therefrom, and that same is acceptable to Buyer(s) "AS IS" and that Buyer(s) agree(s) that no representation, statements or warranties have at any time been made by Seller(s), or its agents, as to the physical condition or state of repair of the premises in any respect, and that the purchase price takes into consideration the condition of the premises.

Seller(s) and Purchaser(s) hereby acknowledge and recognize that this sale is in an "AS IS" condition, and accordingly, purchaser(s) do hereby relieve and release seller(s) and all previous

my mother

ELLZEY
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owners thereof from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discoverable or hidden, and particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Code Articles 2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et. Seq.

To have and to hold the above described property unto the said purchaser his heirs and assigns forever.

This Sale is made and accepted for and in consideration of the price and sum of **SIXTY FIVE THOUSAND DOLLARS AND 00/100 (\$65,000.00)**, which the said purchaser well and truly paid, in ready and current money to the said vendor, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All State and City taxes up to and including the taxes due and exigible in 2001 are paid as per tax research certificate annexed hereto. All taxes for the year 2002 and thereafter are hereby assumed by the purchasers.

By reference to the certificates of the Register of Conveyance and Recorder of Mortgages in the Parish of Orleans annexed hereto it does not appear that said property has been heretofore alienated by the vendor's or that it is subject to any encumbrance whatever.

The parties to this act are aware that the Mortgage, Conveyance and Paving Certificates herein referred to are open and not yet dated and signed, and relieve and release me, Notary from all responsibility by reason thereof.

THUS DONE AND PASSED in my office at Metairie, Louisiana, in duplicate originals on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunder signed their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

Raine Elroy

Anthony Hyde
(Seller) Anthony Hyde

[Signature]

Glen C. Banks
(Buyer) Glen C. Banks

[Signature]
H. Edward [Signature], Notary Public
My Commission Expires: At Death

2001-08156 #22
SUBSTITUTION OF
NOTARY PUBLIC RECORDS
STATE OF LOUISIANA

Exhibit - 01 #3

WATSON, McMILLIN & HARRISON, LLP

W. BROOKS WATSON ^{1,2,3}
DAVID C. McMILLIN ¹
W. MICHAEL STREET
MADELINE C. GIBBS†

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STEPHEN L. HARRISON¹

ST. JOSEPH OFFICE:†
204 HANCOCK STREET
P.O. Box 169
ST. JOSEPH, LOUISIANA 71366

¹A PROFESSIONAL CORPORATION
²BOARD CERTIFIED TAX ATTORNEY
³BOARD CERTIFIED ESTATE PLANNING
AND ADMINISTRATION ATTORNEY

WRITER'S DIRECT E-MAIL:
MCMILLIN@WMHLLP.COM

September 15, 2005

Mr. Leroy Banks
c/o Holiday Inn Express
5300 Snapfinger Park Drive
Decatur, GA 30035

Dear Mr. Banks:

Per our conversation, enclosed please find a payment submitted by ZC Sterling Insurance Company for the prior claim made by you for roof damage to property involved in this foreclosure proceeding. This check is made payable to both the Estate of Glen C. Banks and Midland Mortgage Corporation. Please endorse the check as "Estate of Glen C. Banks, by Leroy Banks, Executor", and place the check in the enclosed stamped and addressed envelope for return by you to Midland Mortgage Company. Upon receipt of this payment, Midland will endorse the check and place it in an Escrow account associated with the mortgage loan on your mother's property. The company normally would pay any repair expenses due on the property to your contractor as the roof damage was being repaired. However, due to the present condition of the property, and our belief that no repairs will be made, it is not necessary for you to have any contractor contact Midland at this time. Midland will directly provide you \$500.00 of this sum for your personal use. Until further insurance claims concerning damage to the property are resolved, the remaining funds from the insurance check will be held in the company escrow account.

Please note that you need to file additional insurance claims regarding the apparent total loss to the home. I have been advised by Midland that a flood insurance policy is in place with Allstate and I believe you are aware of the ZC Sterling Insurance Company policy. These companies respective addresses and policy information are stated below:

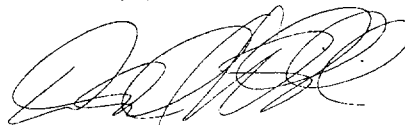
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September 14, 2005

Allstate Insurance Company (Flood)
P.O. Box 660649
Dallas, TX 75266-0649
Ph No.: 972-915-5254
Policy No.: 1802696680

ZC Sterling Insurance
9800 Muirlands Blvd.
Irvine, CA 92618
Ph No.: 800-822-2997- Georgia
Ph No.: 800-824-8562 California
Policy No.: LRE530001069

Thank you for your courtesies. Should you have questions regarding this matter, please either contact my office or Midland Mortgage.

Sincerely yours,



David C. McMillin

DCM/mmw

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FAIR DEBT COLLECTION PRACTICES ACT

Federal law gives you ten (10) days after you receive this letter to dispute the validity of the debt or any part of it. If you don't dispute it within that period, undersigned will assume that it is valid. If you dispute the debt -- by notifying me in writing of the dispute -- I will, as required by the law, obtain and mail to you proof of the debt. And if, within that same ten (10) day period, you request in writing the name and address of your original debtor, if the original debtor is different from the current debtor, I will furnish you with that information, too.

The law does not require us to wait until the end of the ten (10) day period before instituting the suit action. If, however, you request proof of the debt or the name and address of the original debtor within the ten (10) day period that begins with your receipt of this letter, the law requires me to suspend my efforts to collect the debt until we mail the requested information to you.

Additionally, the federal law requires us to provide you with the amount of the debt. The total principal amount of the debt is \$3,424.08, as of the date of this letter. The rights provided to you by federal law may not be eliminated, modified or impaired by us in any way in this or any other communication during the above-referenced ten (10) day period. Accordingly, any communications that you may have received from us are subject to your rights as set forth above.

As this letter is an effort to collect this obligation, you are notified that any information that you provide to us will be utilized for such purposes.

The Facts About

Disaster Assistance Loans for Homes & Personal Property

Disaster Assistance

If you are in a declared disaster area and are the victim of a disaster, you may be eligible for financial assistance from the U.S. Small Business Administration -- even if you don't own a business. As a homeowner, renter and/or personal-property owner, you may apply to the SBA for a loan to help recover from a disaster.

This brochure describes the types of assistance available and answers the most frequently asked questions about the SBA's disaster-assistance program for individuals. Where practical, assistance with completing the application will be available.

Assistance Available

As an individual, there is one basic loan, with two purposes, available to you:

Personal Property Loan: This loan can provide a homeowner or renter with up to \$40,000 to help repair or replace personal property, such as clothing, furniture, automobiles, etc., lost in the disaster. As a rule of thumb, personal property is anything that is not considered real estate or a part of the actual structure. This loan may not be used to replace extraordinarily expensive or irreplaceable items, such as antiques, collections, pleasure boats, recreational vehicles, fur coats, etc.

Real Property Loan: A homeowner may apply for a loan of up to \$200,000 to repair or restore the primary home to its pre-disaster condition. The loan may not be used to upgrade the home or make additions to it. If, however, city or county building codes require structural improvements, the loan may be used to meet these requirements. Loans may be increased by as much as 20 percent to protect the damaged real property from possible future disasters of the same kind.

Note: A renter may apply only for a personal property loan.

Insurance Proceeds: If you have insurance coverage on your personal property/home, the amount you will receive from the insurance company will be deducted from the total damage to your property in order to determine the amount for which you are eligible to apply to the SBA.

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against an outstanding mortgage, the amount applied can be included in your disaster loan. If, however, you voluntarily apply insurance proceeds against an outstanding mortgage, the amount applied cannot be included in your disaster loan.

If you have not made a settlement or are having trouble reaching an agreement with your insurance company, you may apply for a loan in the full amount of your damages and assign any insurance proceeds to be received to the SBA.

Interest Rates on Loans: The law requires a test of your ability to obtain funds elsewhere in order to determine the rate of interest that will be charged on your loan. This credit-elsewhere test applies to applicants for both personal property and real property loans.

Applicants Who Can Obtain Credit

Elsewhere: The interest rate to be charged is based on the cost of money to the U.S. government, but will not be more than 8 percent per year.

Applicants Determined Unable to Obtain

Credit Elsewhere: The interest rate to be charged will be half of the interest rate charged to applicants determined to be able to obtain credit elsewhere, but will not be more than 4 percent per year.

Term of Loan: The maximum maturity, or repayment term of an SBA loan, is set at 30 years. However, the SBA will determine repayment terms on a case-by-case basis according to your ability to repay.

Frequently Asked Questions About SBA Loans

Q. How much can I borrow?

A. The amount of money the SBA will lend you will be based upon the actual cost of repairing or replacing your home and/or personal property, minus any insurance settlements or other reimbursements or grants. The total loan amount is subject to the limits set out above.

3-2. Must use my own money to borrow from a bank before coming to the SBA?

A. No.

Q. I already have a mortgage on my home. I can't afford a disaster loan plus my current mortgage payment. Can the SBA refinance my mortgage?

A. In certain cases, yes. The SBA can refinance all or part of prior mortgages, evidenced by a recorded lien, when the applicant: 1) does not have credit available elsewhere; 2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property); and 3) intends to repair the damage. An SBA disaster loan officer can provide more detailed information on your specific situation.

Q. What information do I need to submit for a home and/or personal property loan?

A. The necessary information is specified in the loan application. In all cases, it includes an itemized list of personal property losses with the repair or replacement cost of each item. It also includes permission for the IRS to give the SBA information from your last two federal income tax returns. If you have pictures of the damaged property, you can include them as well.

Q. Will the SBA check the losses I claim?

A. Yes. Once you have returned your loan application, an SBA loss verifier will visit you to determine the extent of the damage and the reasonableness of the loan request.

Q. How soon will I know if I qualify for a loan?

A. That depends on how soon you file a complete SBA loan application. The SBA disaster relief program is not an immediate emergency relief program such as Red Cross assistance, temporary housing assistance, etc. It is a loan program to help your long-term rebuilding and repairing. To make a loan, we must know the cost of repairing the damage, be satisfied that you

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to help make sure the loan is repaid. The SBA loan application asks for the information we need. The faster you return it with all the needed information, the faster we can work on it. We try to make a decision on each complete application within seven to 21 days. Applications filed early can be completed in a much shorter time. We process applications in the order received, so file early. Be sure your application is complete; missing information is the biggest cause of delay.

Q. How soon can I expect the money?

A. Loans of more than \$10,000 have to be secured. We won't decline a loan just because you do not have enough collateral, but we do ask for whatever collateral is available. This means that after a loan is approved there are other steps you must take. Usually, the security consists of a first or second mortgage on the damaged real estate. After we approve the loan, we will tell you what documents are needed to close the loan. You return the loan-closing documents to us, we can order the checks. You will receive the money in installments as you need it to repair or replace the damage.

Q. Should I wait for my insurance settlement before I apply to the SBA?

A. No. If you do not know how much of your loss will be covered by insurance or other sources, the SBA will consider making a loan for the full amount of the loss, up to our loan limits, provided that you assign the insurance check to the SBA to reduce the amount of the loan.

Q. I would like to get a contractor's estimate for the cost of repairing damage to my home, but I'm having trouble finding one. Should I hold up my application until I get the estimate?

A. No. You might miss the deadline for filing your application while waiting for a contractor's estimate. If you have an estimate, include it. The SBA will verify any damage estimates listed on your loan application. Also, the sooner you file a

Q. If I receive a disaster loan, may I spend the money any way I want?

A. No. The disaster loan is intended to help you return your property to the same condition it was in before the disaster. Your loan will be made for specific and designated purposes. Remember that the penalty for misusing disaster funds is immediate repayment of one-and-a-half times the original amount of the loan. The SBA requires that you obtain receipts and maintain good records of all loan expenditures as you restore your damaged property and that you keep these receipts and records for three years.

Q. If my home is destroyed, can the SBA lend me money to relocate my home?

A. If you are unable to obtain a building permit to rebuild or replace your home at its original site, the cost of relocating your home might be included in the loan amount. If, however, you decide to relocate your home without being required to, an SBA loan can be obtained only for the exact amount of the damage. SBA cannot make loans involving some relocations. An SBA disaster loan officer can provide more detailed information on your specific situation.

Q. I am a farmer. My home was damaged, and so were my barns, fences and some of my crops. Am I eligible to apply for SBA assistance?

A. You may apply to the SBA for a loan to cover the damage to your home and its contents only. But it may be in your interest to seek assistance first from the U.S. Department of Agriculture for all your damage.

Q. Are secondary homes or vacation homes eligible for loans?

A. No, not as homes. They may be eligible for business disaster loans under certain conditions.

A. Yes. Generally, loans will not be made for damage to personal pleasure boats, planes, recreational vehicles, antiques, collections, etc. Also, amounts for landscaping, family swimming pools, etc., are limited.

Q. Is there a minimum monthly payment, and when would the first payment be due?

A. The SBA does not have a minimum monthly payment. Payments vary depending upon income and expenses, size of family and other circumstances that may affect your repayment ability. Generally, the first payment is not due until five months after the date of the loan.

Q. I had to remove debris from my property after the disaster. Can this expense be included in my loan application?

A. Yes, but your own labor and that of family members cannot be included. Amounts paid to others and any equipment rental can be listed as part of repairs to real estate. Remember the maximum loan limit on real estate damage is \$200,000, and debris removal is included in the limit.

Q. May people older than 65 apply for help from the SBA?

A. Yes. Loans are made without regard to age.

Q. I've heard that SBA loan applications are complicated and hard to complete. Is this true?

A. No. The application form asks you the same information that any bank would request before lending you money. If you need help, SBA disaster personnel are available to explain the forms and give you assistance at no charge. You may use the services of accountants or attorneys if you wish, but be sure they are reliable and that their fees are reasonable. If you choose to use an attorney or an accountant, you must report those fees on your SBA loan application form.

A. Generally, yes. The loan would be only for uninsured losses.

Q. Do I need flood insurance to get a loan?

A. If you are in a special flood hazard area, you must have flood insurance before we can disburse a loan. The amount of insurance required is the insurable value of the property in the special flood hazard area but not to exceed the maximum flood insurance available under the National Flood Insurance Act.

For More Information

The SBA delivers loans through four disaster area offices located in Niagara Falls, N.Y.; Atlanta, Ga.; Fort Worth, Texas; and Sacramento, Calif. When a disaster occurs, information on SBA assistance is available through a toll-free number published locally.

SBA offices are located in all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands and Guam. For the office nearest you, look under "U.S. Government" in your telephone directory, or contact:

- ◊ Phone: 1-800 U ASK SBA
- ◊ Fax: 202-481-6190
- ◊ E-mail: answerdesk@sba.gov
- ◊ TDD: 704-344-6640
- ◊ Your rights to regulatory fairness: 1-888-REG-FAIR
- ◊ Internet:

SBA Home page: <http://www.sba.gov>

Gopher: <http://www.sba.gov/gopher>

All of the SBA's programs and services are provided to the public on a nondiscriminatory basis.



DollarGrants.c

GRANT WRITING GUIDE PE

FEDERAL MONEY GRANT

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Allstate
You're in good hands.

Dear Policyholder,

*****IMPORTANT NOTICE*****

The enclosed payment is an advance against your contents coverage on your Flood Insurance Policy and is **not** Additional Living Expenses (ALE), which is specifically excluded in the Standard Flood Insurance Policy.

After this claim is settled, the advanced amount will be deducted from the final claim payment.

Sincerely,

Allstate Flood Insurance Program

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ALLSTATE FLOOD INSURANCE PROGRAM

CHECK NO. 3086431

ALLSTATE - SOUTHWEST
FINANCIAL ACCOUNTING
5711 FREEPORT PKWY
IRVING, TX 75063

511

437

BATCH NO. 888-0258-4
DATE SEP/ 14/ 05

CLAIM NO.	POLICY NO./TYPE	AMOUNT	DRAFT NO.	LOSS DATE
511-3694037	1-80-269668-0 C	\$ 2,500.00	000000000	08/29/05

TOTAL AMOUNT OF BATCH \$ 2,500.00
NUMBER OF DETAILS IN BATCH 1



Allstate
You're in good hands.

Flood Insurance Program
P.O. Box 34200
Bethesda, MD 20827-0200

32-1
1110

CHECK NO. 3086431

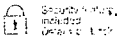
FIDUCIARY ACCOUNT

888-0258-4

DATE SEP 14 05

PAY TO THE ORDER OF GLEN C BANKS
5100 Snapfinger Park Dr Rm 10
Decatur GA 30035-Y

AMOUNT ****2,500.00

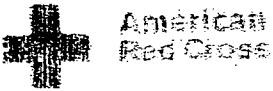


Bank of America Customer Connection
Bank of America, N.A.
Bank of America Customer Connection - TX

Ronald P. Vargo

VOID IF NOT PRESENTED WITHIN ONE HUNDRED EIGHTY DAYS OF THE DATE OF ISSUE

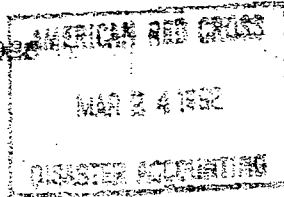
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Corporate Lodging Consultants



American Red Cross



Office of the General Counsel
National Headquarters
Washington, DC 20006

March 23, 1982

Re: Salem and San Jose Chapters - American Red Cross
to whom it may concern:

For the reasons stated hereafter, this letter will confirm that the American Red Cross, (including all of its units within the states, territories and possessions of the United States), is exempt from the sales and use taxes of all of the states, territories and possessions of the United States, and any political subdivisions thereof.

The American Red Cross was chartered by Special Act of the United States Government, January 21, 1881, to perform certain obligations of the United States Government which it had assumed on its part of the Geneva, or so-called Red Cross, Conventions in International Law (found codified at 48 U.S.C. Sections 1 et seq.). Pursuant to this delegation of responsibility to the American Red Cross by the United States Government, the American Red Cross enjoys the same immunities from taxation and regulation by states and their political subdivisions, and the possessions and territories of the United States, as the United States Government, including, among others, the immunity from sales and use taxation by states and their political subdivisions. This immunity has been affirmed judicially for Department of Health, Education & Welfare v. United States, 37 S.Ct. 464, 1966; United States of America v. California State Board of Equalization, 550 F. 2d 117 (C.A. 9th, 1976); United States v. City of Spokane, 613 F. 2d 34 (C.A. 9th, 1979); cert. denied, 111 S.Ct. 2022, 1981.

Only authorized local units of the American Red Cross, including its chapters and blood services regions, are not separately incorporated and have no separate legal status apart from the corporation and, as U.S.C. Section 461. Accordingly, these local units enjoy the privileges and immunities of the American Red Cross from taxation and regulation by states, and their political subdivisions, and the possessions and territories of the United States.

Sincerely,

Donald E. Miller

Donald E. Miller
Senior Associate
General Counsel

Federal Tax Exempt
85-164 5302

Postal ID # 480547780

119-1245-3749

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CODE OF ETHICS

United Online, Inc. is committed to conducting our business in accordance with applicable laws, rules and regulations and the highest standards of business conduct, and to full and accurate financial disclosure in compliance with applicable law. This Code of Ethics applies to the company's outside directors and all of the company's employees, and constitutes the company's "code of ethics" within the meaning of Section 406 of the Sarbanes-Oxley Act of 2002 and is the company's "code of conduct" within the meaning of the listing standards of the NASDAQ Stock Market. The company's Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer (or persons performing similar functions), other executive officers and outside directors are referred to in this Code of Ethics as "Senior Officers." This Code of Ethics sets forth specific policies to guide you in the performance of your duties.

In addition to complying with applicable law, you must engage in and promote honest and ethical conduct and abide by this Code of Ethics as well as other company policies and procedures that govern the conduct of our business. Your responsibilities include creating a culture of ethical business conduct and commitment to compliance, maintaining a work environment that encourages employees to raise concerns, and promptly addressing employee compliance concerns.

Compliance With Laws, Rules And Regulations

You are required to comply with the laws, rules and regulations that govern the conduct of our business and to report any suspected violations in accordance with the section below entitled "Compliance With Code of Ethics."

Conflicts of Interest

Your obligation to conduct the company's business in an honest and ethical manner includes the ethical handling of actual or apparent conflicts of interest between personal and professional relationships. Without full disclosure of all facts and circumstances and written approval, you shall not make any investment, accept any position or benefits, participate in any transaction or business arrangement or otherwise act in a manner that creates or appears to create a conflict of interest. Senior Officers must make the disclosure to, and receive the prior written approval of, the General Counsel and the Chairman of the Audit Committee of the Board of Directors, or such other individual or committee of the Board of Directors as may be designated by the Board of Directors. All other employees must make disclosure to, and receive the written approval of, those individuals who are delegated such responsibility through policies and procedures adopted by the company.

Disclosures

It is company policy to make full, fair, accurate, timely and understandable disclosure in compliance with all applicable laws, rules and regulations in all reports and documents that the company files with, or submits to, the Securities and Exchange Commission and in all other public communications made by the company. Senior Officers are required to promote

compliance with this policy and Senior Officers and employees are required to abide by company standards, policies and procedures designed to promote compliance with this policy.

You must record the company's financial activities in compliance with all applicable laws and accounting practices. The making of false or misleading entries, records or documentation is strictly prohibited. You must never create a false or misleading report or make a payment or establish an account on behalf of the company with the understanding that any part of the payment or account is to be used for a purpose other than described by the supporting documents.

Compliance With Code of Ethics

If you are a Senior Officer and you know of or suspect a violation of applicable laws, rules or regulations or this Code of Ethics, you should promptly report that information to the General Counsel. All other employees who know of or suspect a violation of applicable laws, rules or regulations or this Code of Ethics should promptly report that information to either the General Counsel or the person designated in other policies and procedures adopted by the company. *No one will be subject to retaliation because of a good faith report of a suspected violation.*

Violations of this Code of Ethics may result in disciplinary action, up to and including discharge. The Board of Directors shall determine, or shall designate appropriate persons to determine, appropriate action in response to violations of this Code.

Waivers of Code of Ethics

Senior Officers who would like to seek a waiver of this Code of Ethics must make full disclosure of the particular circumstances to the General Counsel and the Chairman of the Audit Committee of the Board of Directors, or such other individual or committee of the Board of Directors as may be designated by the Board of Directors. All other requests for waivers should be directed to either the company's Chief Personnel Officer or the person designated in other policies and procedures adopted by the company. Amendments to this Code of Ethics, and waivers of this Code of Ethics for Senior Officers, will be publicly disclosed as required by applicable law and regulations.

No Rights Created

This Code of Ethics is a statement of certain fundamental principles, policies and procedures that govern the company's employees and outside directors in the conduct of the company's business. It is not intended to and does not create any rights in any employee, director, vendor, competitor, stockholder or any other person or entity.

*Please Read
carefully*
FAIR HOUSING ACT

Sec. 800. [42 U.S.C. 3601 note] Short Title

This title may be cited as the "Fair Housing Act". *

Sec. 801. [42 U.S.C. 3601] Declaration of Policy

It is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States. *

Sec. 802. [42 U.S.C. 3602] Definitions

As used in this subchapter--

(a) "Secretary" means the Secretary of Housing and Urban Development.

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FEMA*
(b) "Dwelling" means any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof.

(c) "Family" includes a single individual.

(d) "Person" includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in cases under title 11 [of the United States Code], receivers, and fiduciaries.

(e) "To rent" includes to lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises not owned by the occupant.

(f) "Discriminatory housing practice" means an act that is unlawful under section 804, 805, 806, or 818 of this title.

(g) "State" means any of the several States, the District of Columbia, the Commonwealth of Puerto Rico, or any of the territories and possessions of the United States.

(h) "Handicap" means, with respect to a person--

(1) a physical or mental impairment which substantially limits one or more of such person's major life activities,

(2) a record of having such an impairment, or

(3) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

(i) "Aggrieved person" includes any person who--

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Exhibits

(1) claims to have been injured by a discriminatory housing practice; or

(2) believes that such person will be injured by a discriminatory housing practice that is about to occur.

(j) "Complainant" means the person (including the Secretary) who files a complaint under section 810.

(k) "Familial status" means one or more individuals (who have not attained the age of 18 years) being domiciled with--

(1) a parent or another person having legal custody of such individual or individuals; or

(2) the designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

(l) "Conciliation" means the attempted resolution of issues raised by a complaint, or by the investigation of such complaint, through informal negotiations involving the aggrieved person, the respondent, and the Secretary.

(m) "Conciliation agreement" means a written agreement setting forth the resolution of the issues in conciliation.

(n) "Respondent" means--

(1) the person or other entity accused in a complaint of an unfair housing practice; and

(2) any other person or entity identified in the course of investigation and notified as required with respect to respondents so identified under section 810(a).

(o) "Prevailing party" has the same meaning as such term has in section 722 of the Revised Statutes of the United States (42 U.S.C. 1988).

[42 U.S.C. 3602 note] Neither the term "individual with handicaps" nor the term "handicap" shall apply to an individual solely because that individual is a transvestite.

Sec. 803. [42 U.S.C. 3603] Effective dates of certain prohibitions

(a) Subject to the provisions of subsection (b) of this section and section 807 of this title, the prohibitions against discrimination in the sale or rental of housing set forth in section 804 of this title shall apply:

(1) Upon enactment of this subchapter, to--

(A) dwellings owned or operated by the Federal Government;

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(B) dwellings provided in whole or in part with the aid of loans, advances, grants, or contributions made by the Federal Government, under agreements entered into after November 20, 1962, unless payment due thereon has been made in full prior to April 11, 1968;

(C) dwellings provided in whole or in part by loans insured, guaranteed, or otherwise secured by the credit of the Federal Government, under agreements entered into after November 20, 1962, unless payment thereon has been made in full prior to April 11, 1968: **Provided**, That nothing contained in subparagraphs (B) and (C) of this subsection shall be applicable to dwellings solely by virtue of the fact that they are subject to mortgages held by an FDIC or FSLIC institution; and

(D) dwellings provided by the development or the redevelopment of real property purchased, rented, or otherwise obtained from a State or local public agency receiving Federal financial assistance for slum clearance or urban renewal with respect to such real property under loan or grant contracts entered into after November 20, 1962.

(2) After December 31, 1968, to all dwellings covered by paragraph (1) and to all other dwellings except as exempted by subsection (b) of this section.

(b) Nothing in section 804 of this title (other than subsection (c)) shall apply to--

(1) any single-family house sold or rented by an owner: **Provided**, That such private individual owner does not own more than three such single-family houses at any one time: **Provided further**, That in the case of the sale of any such single-family house by a private individual owner not residing in such house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one such sale within any twenty-four month period: **Provided further**, That such bona fide private individual owner does not own any interest in, nor is there owned or reserved on his behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the sale or rental of, more than three such single-family houses at any one time: **Provided further**, That after December 31, 1969, the sale or rental of any such single-family house shall be excepted from the application of this subchapter only if such house is sold or rented (A) without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent, or salesman, or of such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, agent, salesman, or person and (B) without the publication, posting or mailing, after notice, of any advertisement or written notice in violation of section 804(c) of this title; but nothing in this proviso shall prohibit the use of attorneys, escrow agents, abstractors, title companies, and other such professional assistance as necessary to perfect or transfer the title, or

(2) rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.

(c) For the purposes of subsection (b) of this section, a person shall be deemed to be in the business of selling or renting dwellings if--

(ii) shall be based on the final investigative report; and

(iii) need not be limited to the facts or grounds alleged in the complaint filed under section 810(a).

(C) If the Secretary determines that the matter involves the legality of any State or local zoning or other land use law or ordinance, the Secretary shall immediately refer the matter to the Attorney General for appropriate action under section 814, instead of issuing such charge.

(3) If the Secretary determines that no reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur, the Secretary shall promptly dismiss the complaint. The Secretary shall make public disclosure of each such dismissal.

(4) The Secretary may not issue a charge under this section regarding an alleged discriminatory housing practice after the beginning of the trial of a civil action commenced by the aggrieved party under an Act of Congress or a State law, seeking relief with respect to that discriminatory housing practice.

(h) Service of Copies of Charge. -- After the Secretary issues a charge under this section, the Secretary shall cause a copy thereof, together with information as to how to make an election under section 812(a) and the effect of such an election, to be served--

(1) on each respondent named in such charge, together with a notice of opportunity for a hearing at a time and place specified in the notice, unless that election is made; and

(2) on each aggrieved person on whose behalf the complaint was filed.

Sec. 811. [42 U.S.C. 3611] Subpoenas; Giving of Evidence

(a) In General. -- The Secretary may, in accordance with this subsection, issue subpoenas and order discovery in aid of investigations and hearings under this title. Such subpoenas and discovery may be ordered to the same extent and subject to the same limitations as would apply if the subpoenas or discovery were ordered or served in aid of a civil action in the United States district court for the district in which the investigation is taking place.

(b) Witness Fees. -- Witnesses summoned by a subpoena under this title shall be entitled to same witness and mileage fees as witnesses in proceedings in United States district courts. Fees payable to a witness summoned by a subpoena issued at the request of a party shall be paid by that party or, where a party is unable to pay the fees, by the Secretary.

(c) Criminal Penalties. --

(1) Any person who willfully fails or neglects to attend and testify or to answer any lawful inquiry or to produce records, documents, or other evidence, if it is in such person's power to do so, in obedience to the subpoena or other lawful order under subsection (a), shall be fined not more than \$100,000 or imprisoned not more than one year, or both.

(2) Any person who, with intent thereby to mislead another person in any proceeding under

this title--

(A) makes or causes to be made any false entry or statement of fact in any report, account, record, or other document produced pursuant to subpoena or other lawful order under subsection (a);

(B) willfully neglects or fails to make or to cause to be made full, true, and correct entries in such reports, accounts, records, or other documents; or

(C) willfully mutilates, alters, or by any other means falsifies any documentary evidence;

shall be fined not more than \$100,000 or imprisoned not more than one year, or both.

Sec. 812. [42 U.S.C. 3612] Enforcement by Secretary

(a) Election of Judicial Determination. -- When a charge is filed under section 810, a complainant, a respondent, or an aggrieved person on whose behalf the complaint was filed, may elect to have the claims asserted in that charge decided in a civil action under subsection (o) in lieu of a hearing under subsection (b). The election must be made not later than 20 days after the receipt by the electing person of service under section 810(h) or, in the case of the Secretary, not later than 20 days after such service. The person making such election shall give notice of doing so to the Secretary and to all other complainants and respondents to whom the charge relates.

(b) Administrative Law Judge Hearing in Absence of Election. -- If an election is not made under subsection (a) with respect to a charge filed under section 810, the Secretary shall provide an opportunity for a hearing on the record with respect to a charge issued under section 810. The Secretary shall delegate the conduct of a hearing under this section to an administrative law judge appointed under section 3105 of title 5, United States Code. The administrative law judge shall conduct the hearing at a place in the vicinity in which the discriminatory housing practice is alleged to have occurred or to be about to occur.

(c) Rights of Parties. -- At a hearing under this section, each party may appear in person, be represented by counsel, present evidence, cross-examine witnesses, and obtain the issuance of subpoenas under section 811. Any aggrieved person may intervene as a party in the proceeding. The Federal Rules of Evidence apply to the presentation of evidence in such hearing as they would in a civil action in a United States district court.

(d) Expedited Discovery and Hearing. --

(1) Discovery in administrative proceedings under this section shall be conducted as expeditiously and inexpensively as possible, consistent with the need of all parties to obtain relevant evidence.

(2) A hearing under this section shall be conducted as expeditiously and inexpensively as possible, consistent with the needs and rights of the parties to obtain a fair hearing and a complete record.

(3) The Secretary shall, not later than 180 days after the date of enactment of this

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subsection, issue rules to implement this subsection.

(e) Resolution of Charge. -- Any resolution of a charge before a final order under this section shall require the consent of the aggrieved person on whose behalf the charge is issued.

(f) Effect of Trial of Civil Action on Administrative Proceedings. -- An administrative law judge may not continue administrative proceedings under this section regarding any alleged discriminatory housing practice after the beginning of the trial of a civil action commenced by the aggrieved party under an Act of Congress or a State law, seeking relief with respect to that discriminatory housing practice.

(g) Hearings, Findings and Conclusions, and Order. -- (

(1) The administrative law judge shall commence the hearing under this section no later than 120 days following the issuance of the charge, unless it is impracticable to do so. If the administrative law judge is unable to commence the hearing within 120 days after the issuance of the charge, the administrative law judge shall notify the Secretary, the aggrieved person on whose behalf the charge was filed, and the respondent, in writing of the reasons for not doing so.

(2) The administrative law judge shall make findings of fact and conclusions of law within 60 days after the end of the hearing under this section, unless it is impracticable to do so. If the administrative law judge is unable to make findings of fact and conclusions of law within such period, or any succeeding 60-day period thereafter, the administrative law judge shall notify the Secretary, the aggrieved person on whose behalf the charge was filed, and the respondent, in writing of the reasons for not doing so.

(3) If the administrative law judge finds that a respondent has engaged or is about to engage in a discriminatory housing practice, such administrative law judge shall promptly issue an order for such relief as may be appropriate, which may include actual damages suffered by the aggrieved person and injunctive or other equitable relief. Such order may, to vindicate the public interest, assess a civil penalty against the respondent--

(A) in an amount not exceeding \$11,000 if the respondent has not been adjudged to have committed any prior discriminatory housing practice;

(B) in an amount not exceeding \$27,500 if the respondent has been adjudged to have committed one other discriminatory housing practice during the 5-year period ending on the date of the filing of this charge; and

(C) in an amount not exceeding \$55,000 if the respondent has been adjudged to have committed 2 or more discriminatory housing practices during the 7-year period ending on the date of the filing of this charge;

except that if the acts constituting the discriminatory housing practice that is the object of the charge are committed by the same natural person who has been previously adjudged to have committed acts constituting a discriminatory housing practice, then the civil penalties set forth in subparagraphs (B) and (C) may be imposed without regard to the period of time within which any subsequent discriminatory housing practice occurred.

(4) No such order shall affect any contract, sale, encumbrance, or lease consummated before the issuance of such order and involving a bona fide purchaser, encumbrancer, or tenant without actual notice of the charge filed under this title.

(5) In the case of an order with respect to a discriminatory housing practice that occurred in the course of a business subject to a licensing or regulation by a governmental agency, the Secretary shall, not later than 30 days after the date of the issuance of such order (or, if such order is judicially reviewed, 30 days after such order is in substance affirmed upon such review)--

(A) send copies of the findings of fact, conclusions of law, and the order, to that governmental agency; and

(B) recommend to that governmental agency appropriate disciplinary action (including, where appropriate, the suspension or revocation of the license of the respondent).

(6) In the case of an order against a respondent against whom another order was issued within the preceding 5 years under this section, the Secretary shall send a copy of each such order to the Attorney General.

(7) If the administrative law judge finds that the respondent has not engaged or is not about to engage in a discriminatory housing practice, as the case may be, such administrative law judge shall enter an order dismissing the charge. The Secretary shall make public disclosure of each such dismissal.

(h) Review by Secretary; Service of Final Order. --

(1) The Secretary may review any finding, conclusion, or order issued under subsection (g). Such review shall be completed not later than 30 days after the finding, conclusion, or order is so issued; otherwise the finding, conclusion, or order becomes final.

(2) The Secretary shall cause the findings of fact and conclusions of law made with respect to any final order for relief under this section, together with a copy of such order, to be served on each aggrieved person and each respondent in the proceeding.

(i) Judicial Review. --

(1) Any party aggrieved by a final order for relief under this section granting or denying in whole or in part the relief sought may obtain a review of such order under chapter 158 of title 28, United States Code.

(2) Notwithstanding such chapter, venue of the proceeding shall be in the judicial circuit in which the discriminatory housing practice is alleged to have occurred, and filing of the petition for review shall be not later than 30 days after the order is entered.

(j) Court Enforcement of Administrative Order Upon Petition by Secretary. --

(1) The Secretary may petition any United States court of appeals for the circuit in which the discriminatory housing practice is alleged to have occurred or in which any respondent

(1) If an election is made under subsection (a), the Secretary shall authorize, and not later than 30 days after the election is made the Attorney General shall commence and maintain, a civil action on behalf of the aggrieved person in a United States district court seeking relief under this subsection. Venue for such civil action shall be determined under chapter 87 of title 28, United States Code.

(2) Any aggrieved person with respect to the issues to be determined in a civil action under this subsection may intervene as of right in that civil action.

(3) In a civil action under this subsection, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may grant as relief any relief which a court could grant with respect to such discriminatory housing practice in a civil action under section 813. Any relief so granted that would accrue to an aggrieved person in a civil action commenced by that aggrieved person under section 813 shall also accrue to that aggrieved person in a civil action under this subsection. If monetary relief is sought for the benefit of an aggrieved person who does not intervene in the civil action, the court shall not award such relief if that aggrieved person has not complied with discovery orders entered by the court.

(p) Attorney's Fees. -- In any administrative proceeding brought under this section, or any court proceeding arising therefrom, or any civil action under section 812, the administrative law judge or the court, as the case may be, in its discretion, may allow the prevailing party, other than the United States, a reasonable attorney's fee and costs. The United States shall be liable for such fees and costs to the extent provided by section 504 of title 5, United States Code, or by section 2412 of title 28, United States Code.

Sec. 813. [42 U.S.C. 3613] Enforcement by Private Persons

(a) Civil Action. --

(1)

(A) An aggrieved person may commence a civil action in an appropriate United States district court or State court not later than 2 years after the occurrence or the termination of an alleged discriminatory housing practice, or the breach of a conciliation agreement entered into under this title, whichever occurs last, to obtain appropriate relief with respect to such discriminatory housing practice or breach.

(B) The computation of such 2-year period shall not include any time during which an administrative proceeding under this title was pending with respect to a complaint or charge under this title based upon such discriminatory housing practice. This subparagraph does not apply to actions arising from a breach of a conciliation agreement.

(2) An aggrieved person may commence a civil action under this subsection whether or not a complaint has been filed under section 810(a) and without regard to the status of any such complaint, but if the Secretary or a State or local agency has obtained a conciliation agreement with the consent of an aggrieved person, no action may be filed under this subsection by such aggrieved person with respect to the alleged discriminatory housing practice which forms the basis for such complaint except for the purpose of enforcing the