



DOC 121
15 pages

ALABAMA STATE BAR
THE DISCIPLINARY COMMISSION
TELEPHONE 334-269-1515
P.O. BOX 671
MONTGOMERY, AL 36101

FAX: 334/261-6311

April 20, 2016

DELIVERY ADDRESS
415 DEXTER AVENUE
MONTGOMERY, AL 36104

Mr. Bryan Canary



Re: CSP 2016-347
Complaint against David Knox Tinkler

Dear Mr. Canary:

The Disciplinary Commission of the Alabama State Bar has received the complaint that you filed against the above-referenced attorney. A copy of your complaint was forwarded to the attorney and a copy of the attorney's response to your complaint is enclosed.

Two attorneys in the Office of General Counsel of the Alabama State Bar have reviewed your complaint and the attorney's response to the complaint. In view of the nature and content of the complaint and the enclosed response of the attorney, we will take no further action in this matter.

Sincerely,

Carol Mott
Investigator/Paralegal
For the Office of the General Counsel

Enclosure

c: Mr. David Knox Tinkler

Legal Department

April 13, 2016

VIA EMAIL (carol.mott@alabar.com)
AND OVERNIGHT MAIL SERVICE

Carol Mott
Investigator/Paralegal
Office of the General Counsel
Alabama State Bar
415 Dexter Avenue
Montgomery, AL 36104

RECEIVED
APR 15 2016
ALABAMA STATE BAR
OFFICE OF GENERAL COUNSEL

Re: **CSP No. 2016-347**
Complaint of Mr. Bryan Canary

Dear Ms. Mott:

By letter dated March 9, 2016, you requested that I submit a response and/or comments to the above-referenced complaint. Thank you for the opportunity to be heard regarding this matter; it is much appreciated. My experiences with Mr. Canary have been interesting, to say the least, although my dealings with him were relatively limited. While he has submitted voluminous materials, there is no substance or merit to his allegations against me.

I read Rule 30 of the Alabama Rules of Disciplinary Procedure to dictate that this filing and proceedings in this matter are to be kept confidential. Please advise if that is incorrect.

Background

I am an Assistant General Counsel at Bank of America (the Bank), and my office is in Charlotte, North Carolina. I have been in my current position for approximately 9 years, and have worked as a banking attorney for over 30 years. I am a member in good standing of the Bars of Alabama and South Carolina.

As you can see from his complaint, Mr. Canary makes wide-ranging criticisms of the Bank as well as other banks and the financial services industry in general. My intent in this letter is to focus on his specific allegations against me, and particularly those that implicate the Rules of Professional Conduct (RPC). However, you may find some brief background helpful.

Mr. Canary received a home equity line of credit (HELOC) from the Bank in 2005. As I understand it, the loan was not on his personal residence but rather was taken out on property he purchased for investment. Under the terms of the loan, Mr. Canary was permitted to pay interest only for 10 years but after that he would have to begin repaying principal over time (15 years) unless the Bank renewed the loan or Mr. Canary refinanced with another lender. The Bank was not legally obligated to renew the loan after 10 years but had the option to do so.

I was not involved in the making of the loan to Mr. Canary. I had no dealings with him whatsoever until June 2015. Leading up to that point, Mr. Canary had requested that the Bank modify his HELOC but the modification had been denied. Mr. Canary engaged in an approximately 10-month long series of aggressive communications with the Bank regarding his loan, his options, and the Bank's decision to deny the modification. These interactions are summarized on pages 4-7 of Mr. Canary's original complaint dated 2/16/16.

Mr. Canary alleges there is a conspiracy, or as he calls it, a "racket" or "crisis" among banks across the United States to make HELOC loans and then to arbitrarily deny renewals of those loans. Mr. Canary asserted these claims repeatedly in his dealings with Bank employees and made veiled and not-so-veiled threats of civil litigation, criminal prosecution, fines, and other consequences. Mr. Canary has posted information on the Internet to air his theories and complain about his HELOC, the Bank, and the banking industry. He also has raised his concerns to members of Congress and to the Consumer Financial Protection Bureau, although I am not aware of any action taken by them to date.

Communications with Mr. Canary

In June 2015, I was asked by colleagues at the Bank (i.e., Bank employees with whom I work) to contact Mr. Canary regarding his HELOC. Ultimately, my communications to him consisted of a grand total of six (6) emails over a span of four weeks. Copies of those emails are enclosed.

I first emailed Mr. Canary on June 29, 2015, and explained to him that the Bank had declined to renew his HELOC in accordance with Bank policies. I also suggested he contact a Customer Relationship Manager if he wanted to apply for a loan modification. Mr. Canary responded with what he refers to as an "Information Bomb" (see page 8 of his 2/16/16 complaint) in which he restated allegations about HELOC conspiracies and misconduct that he apparently had made to Bank employees before I became involved.

I next emailed Mr. Canary on July 1, 2015. I advised him that the Bank was prepared to modify his HELOC as he had requested, provided he would agree to a release and nondisclosure agreement. In other words, I proposed to him a settlement, with fairly standard terms, in order to resolve a dispute between the parties (Mr. Canary and the Bank). I asked Mr. Canary to advise if he was interested and if so, I would draft an agreement for his consideration.

Carol Mott
Investigator/Paralegal
Office of the General Counsel
Alabama State Bar
April 13, 2016
Page 3

Having heard nothing from Mr. Canary by July 17, 2015, I emailed him that day to inquire again about the settlement proposal. His response was somewhat confrontational, focusing on his perceptions of attorney-imposed deadlines and the fact that I had sent the offer in a new email string. I wrote back the same day and disagreed with certain of his points in a respectful tone. I also engaged in what I thought was friendly conversation about our apparent mutual ties to South Carolina, including my relatives there (who include my brother and niece).

Mr. Canary wrote back to me again on July 17, 2015, and expounded on the causes of the Civil War, in addition to questioning the Bank's underwriting guidelines and—once again—my use of a new email string to convey the settlement proposal. I promptly responded that day, advising Mr. Canary that our first email exchange had slipped my mind and that I was confused (“baffled,” really) at what it was he wanted from the Bank, because the Bank was offering him the modification that he had requested.

On July 24, 2015, Mr. Canary sent me an email in which he rejected the settlement and also (a) disparaged Bank guidelines at length; (b) accused me of lying about the email string; and (c) referred me to the information critical of the Bank that he had posted on-line (which he called an “insurance policy”).

I sent my last email to Mr. Canary on July 24, 2015, in response to his email that day. I advised him that I didn't like being called a liar and that he was mistaken in his contentions. I have not written to Mr. Canary since, although he has continued to send emails to me, and later to my brother and niece in South Carolina, over the past several months until very recently. Mr. Canary's conduct and comments have been frustrating to me, and I am concerned that he has involved my relatives in these matters. However, I have not engaged with him further because it seemed unlikely to be beneficial to the Bank for me to do so.

That is the sum and substance of my dealings with Mr. Canary. I will now address his allegations against me as they pertain to the Alabama RPC.

Rule 4.1(a)

Mr. Canary alleges that I made three (3) false statements in violation of Rule 4.1(a). First, he contends that my statement “[w]e have agreed to give you exactly what you were arguing about for so long” in my July 17, 2015 email was false. (See pp. 4 and 10 of Mr. Canary's 3/7/16 complaint.) That statement was not false. I was relaying to Mr. Canary the fact that I thought the Bank's proposal would give him the modification he had been arguing about. Mr. Canary says that he never asked for a nondisclosure, but my statement related to the modification itself. Also, Mr. Canary forces me to split hairs – I stated that he had been “arguing” about the modification, which he patently had been doing, as opposed to “asking” for it as he suggests.

Second and third, Mr. Canary contends that I made false statements on two occasions “by claiming propriety and appropriateness” as to the Bank's underwriting guidelines when, in his view, they are neither proper nor appropriate. Mr. Canary mischaracterizes my comments, which strictly quoted were as

Carol Mott
Investigator/Paralegal
Office of the General Counsel
Alabama State Bar
April 13, 2016
Page 4

follows: (a) "Suffice it to say that we disagree with you about the propriety of our underwriting guidelines, etc.," and (b) "My comment about 'propriety' was a statement that we view our underwriting guidelines as proper." (See emails dated July 17, 2015.) These were factual statements about the Bank's perspective on its own guidelines, and they were truthful and accurate, i.e., the Bank in fact has that perspective.

Rule 4.1(b)

Mr. Canary alleges that I violated Rule 4.1(b) by not providing him written copies of the Bank's underwriting guidelines. (See pp. 4, 9-10 of 3/7/16 complaint.) However, the guidelines are not public, I was not authorized by the Bank to provide them to Mr. Canary, and it could have been a violation of Rule 1.6 for me to do so. He also had no legal right to such documents, to my knowledge. It was not my role or goal to engage Mr. Canary in a lengthy and in depth back-and-forth. Rather, I was trying to resolve the dispute by giving Mr. Canary the modification I thought he wanted.

Mr. Canary asserts that my "failure to disclose" assisted a "criminal or fraudulent act," namely, what he views as a conspiracy between banks to deny HELOC renewals for arbitrary reasons. The Bank had no obligation to modify his loan, however, and had already decided not to do so when I became involved. Otherwise, if Mr. Canary desires to pursue such theories of wrongdoing in civil litigation or with law enforcement authorities he is free to do so, but the theories are baseless and also are beyond the scope of this proceeding.

Rule 8.4(b), (c), (d)

Mr. Canary alleges that I engaged in professional misconduct by making the settlement proposal to him, because the nondisclosure provision rendered the proposal a form of reverse blackmail or bribery. (See pp. 4-5, 11 of 3/7/16 complaint.) But as explained above, I made a good faith settlement proposal with fairly standard terms to resolve a disputed matter between the Bank and Mr. Canary. The Bank proposed to give Mr. Canary the relief he had been seeking on his loan, although it had no duty to do so, and in return asked only for a release and confidentiality. On the face of it, there was no misconduct in violation of Rule 8.4. I did not commit a criminal act (8.4(b)); engage in dishonesty, fraud, deceit, or misrepresentation (8.4(c)); or engage in conduct that is prejudicial to the administration of justice (8.4(d)) by making the settlement proposal.

Rule 5.5(b)(2)

Mr. Canary's citation to Rule 5.5(b)(2), which relates to "a pending or potential arbitration, mediation, or other alternative dispute resolution proceeding" may be erroneous, because my dealings with Mr. Canary were not in connection with any such proceedings. Regardless, Mr. Canary appears to be asserting that I am engaged in the unauthorized practice of law because my office is located in North Carolina but I am not admitted in North Carolina. (See pp. 4, 11 of 3/7/16 complaint.) Again, this is incorrect.

Carol Mott
Investigator/Paralegal
Office of the General Counsel
Alabama State Bar
April 13, 2016
Page 5

Rule 5.5 of the North Carolina Rules of Professional Conduct provides as follows:

(d) A lawyer admitted to practice in another United States jurisdiction or in a foreign jurisdiction, and not disbarred or suspended from practice in any jurisdiction, or the equivalent thereof, does not engage in the unauthorized practice of law in this jurisdiction and may establish an office or other systematic and continuous presence in this jurisdiction for the practice of law if the lawyer's conduct is in accordance with these Rules and:

(1) the lawyer provides legal services to the lawyer's employer or its organizational affiliates; the services are not services for which pro hac vice admission is required; and, when the services are performed by a foreign lawyer and require advice on the law of this or another US jurisdiction or of the United States, such advice is based upon the advice of a lawyer who is duly licensed and authorized by the jurisdiction to provide such advice

NC RPC 5.5(d)(1). As in-house counsel, I provide legal services to my employer, the Bank, for which pro hac vice admission is not required. This exception applied to all of my dealings with Mr. Canary, and at no time did I hold myself out as admitted to the North Carolina Bar.

Conclusion

I believe this letter fully responds to each of the alleged violations of the RPC made by Mr. Canary against me. My personal belief is that Mr. Canary's claims are frivolous, but I understand that the Bar takes all complaints seriously, as it should. I hope that the Bar considers the information herein as sufficient grounds to close the file on this matter. However, if you have any questions or need other information, please contact me at any time.

Very truly yours,

David K. Tinkler ^{ML}

David K. Tinkler
Assistant General Counsel
Legal Department-Bank of America

From: Tinkler, David K - Legal
Sent: Monday, June 29, 2015 3:57 PM
To: 'bryan@bryancanary.com'
Subject: Bank of America HELOC

Mr. Canary:

I am writing to provide to you further background on the circumstances regarding the decline of your Home Equity Line of Credit ("HELOC") repayment extension request.

As you noted in discussions with the line of business, your original HELOC agreement gave Bank of America the option to extend or renew your account. As a matter of policy, the Bank has not exercised its option to renew similar HELOCs for many years. Borrowers interested in obtaining a new HELOC may apply under current lending guidelines.

For the repayment extension program that you requested, specific underwriting guidelines have been adopted, but based on the information you provided you do not qualify for the program.

Regarding your questions on your tax liability, we do not consider grossing up the income in this scenario, as the items leading to the lack of taxable income today will not continue indefinitely. As these properties become fully depreciated, the tax burden will increase.

The Bank does offer other modification programs for which you may be eligible. If you would like to be considered for one of these programs, we can refer you to a Customer Relationship Manager to further assist you.

David K. Tinkler
Assistant General Counsel
Legal Department-Bank of America
Mail Code: NC1-027-20-5
Hearst Tower, 214 N. Tryon Street, Charlotte, NC 28255
Phone: 980-387-5880 Fax: 704-208-3122
david.k.tinkler@bankofamerica.com

From: Tinkler, Dav K - Legal
Sent: Wednesday, July 01, 2015 4:04 PM
To: 'Bryan Canary'
Subject: RE: Bank of America HELOC

Mr. Canary,

At this time, Bank of America is prepared to make the following offer. Provided that you sign a mutually agreeable Release Agreement containing confidentiality and non-disclosure provisions satisfactory to Bank of America, the Bank is willing to enter into our standard Home Equity Modification Agreement under the Home Equity Repayment Extension Program, which Agreement would contain the following terms (among others):

1. The Agreement will become effective on the day after your draw period expiration date of September 27, 2015, provided the signed and notarized Modification Agreement is received before that date.
2. Your repayment period will be extended to 300 months and the maturity date for your loan will be September 27, 2040.
3. Your required monthly payment will be based on the variable rate provisions of your current loan as follows: the greater of (1) 1/300th of the outstanding principal balance due under the Note as of the Draw Period End Date, plus any accrued interest (calculated at the variable rate as determined in your current agreement) and other charges due under the Note for the related billing period, any amount due under any Fixed Rate Loan Option, and any amount past due, or (2) \$50.00.

If the offer described above meets your approval, please so advise and I will prepare the Release Agreement for your signature. After that Release Agreement has been signed and returned to me, a different Bank employee will contact you about arrangements for the Modification Agreement.

Cordially,

David Tinkler

David K. Tinkler
Assistant General Counsel
Legal Department-Bank of America
Mail Code: NC1-027-20-5
Hearst Tower, 214 N. Tryon Street, Charlotte, NC 28255
Phone: 980-387-5880 Fax: 704-208-3122
david.k.tinkler@bankofamerica.com

Well, that's a much more coherent tone. It's new. I don't hear the 'befuddled" part of you anymore nor the other tweak of the gamer that you presented prior.

I love this statement David...

"It would make no sense to deliberately lie about that in the context of our later communication, as nothing was to be gained by that."

Wow. The lie came BEFORE the later context, thus, if I had not pushed back there would have been no later communication, and the mis-statement would have been powerful.

This is now the SECOND TIME you have lost track of the present, as it relates to past and future, with the first being related to the status of my depreciation, as communicated to you in the email you "forgot". When you mix like "was" with "to be gained" back to back, you are mixing past with future in very tight proximity, and I'm feeling you may have already lost a grip on time as a continuum.

You are either continuing to consciously cloud up the past, present or future intentionally for some gain... or you are slipping... neither is good.

=== FORGETFUL, LIAR or OTHER... ===

You and I were/are engaged in a dialogue that is affecting me personally by a payment increase from \$900/month to \$2600/month. A 1700/month increase.

Two years ago I shifted into a "working retirement" to pursue my passion for computer programming. The money I'm being forced to cough up was/is part of my "fixed income" that I still must do some sales and passive work to earn weekly. I am not a greedy man, so I do not have large coffers. Pursing my passion was/is far more important to me than money, but money is something I like to have to meet my basic needs. You, and the execs I engaged with, and who ever made that decision to arbitrarily deny renewals, and whoever wrote those Program Guidelines have had a significant and stressful affect on my fixed income, and I'm just one of about 750,000 BofA HELOC consumers.

PNC acknowledge their "whonky" repayment term terms by offering amortized repayment terms. Why would they have done that? Oh, I know, because they too realized those terms were inappropriate for pushes into the repayment period.

In order to accept your steadfast dedication to forgetfulness, I would then have to accept that reality that my personal situation, which is of utmost importance to me, was so irrelevant to you to that you forgot why you were making me an extension offer WITH a non-disclosure agreement to start with. And THAT is a tough or tougher pill to swallow than forgetfulness... in my book. THAT is what I might call Egocentric to the extent to the extent that you are lost in your own universe.

You had the option not to respond, and you are no more endearing to me now when we started, so how would like to me to remember you?

From: Bryan Canary [mailto:bryan@bryancanary.com]
Sent: Friday, July 24, 2015 3:53 PM
To: Tinkler, David K - Legal
Subject: Re: Bank of America HELOC

David --

When I'm in a tough situation or a conflicting situation, I use free writing to get to the root of how I feel. Here's what came out.

=== The Offer ===

I don't feel comfortable accepting an offer for an extension with a non-disclosure agreement. You all offered an application process, with outward implications of an earn-able benefit of a reduced payment. With the documentation I provided, I should have earned that benefit had the Program Guidelines been written with the risk-reward model d/or "fairness" in mind. But they weren't, and the net result was that I didn't get the extension (which was in line with your intentions when creating the Program Guidelines). Accepting something now that I did not earn per the Program Guidelines as you all established them is conflicting to me. I like to earn that which I receive, and I don't like to take that which I did not earn.

=== Program Guidelines ===

Regarding your befuddlement on "this situation". My situation and this situation were/are one in the same. Your program guidelines are not written with "fairness" nor the "risk-reward model" in mind, and frankly, agreements with a renewal clause but without stated requirements for earning a renewal are flawed. It's my belief that the aggressive non-amortizing repayment terms are a carry over from a time when these terms would have only kicked-in in the case of a true "default" situation (in other words, they were never intended to be voluntarily experienced nor experienced by an arbitrary decision not to exercise a renewal).

That's the only thing that makes sense with regards to the outlandish repayment terms. Nothing else makes sense. We have no 10 year arms with such outlandish repayment terms... This HELOC product is a hybrid product caught between the transition from a pure secure credit card product where renewals were cursory and a not so transparent mortgage product, with repayment terms that are inconsistent with mortgage products. As attorneys you all may think this is not obvious, but to finance folks, this is like reading the funny pages.

You and I both know neither "fairness" nor "transparency" nor "truly risk based criteria" were promised with regards to the application process, so in that regard, by creating nonsensical Program Guidelines that can be used to deny any and all requests, you all have likely not broken any civil or criminal codes. In my mind, you all have broken a social code, an ethics kind of thing, but I realize that "most" corporate execs and ALL Corporate Attorneys and many others in positions of power laugh in the face of "ethics". I also realize that most in our country have "given up" on ethics for any sort of social guidance system. Most wish that ethics played a far greater role in our lives and decision processes, but the reality is that in our current social setting, ethics are a powerless concept.

I wish more folks understood Karma and realized it wasn't an optional thing... that it's firing on all of us 24/7/365 for all the positive

=== Forgetfulness ===

To set the record straight between you and I personally, I don't believe your apology regarding your "forgetfulness" was sincere nor truthful. My response to your initial email was powerful, too powerful for someone like you to forget. In it I outlined 3 options that I'd have to consider if you did not come forth in a transparent manner.

The impetus for this email string, which started with an offer, is not something a powerful Attorney such as yourself forgets. I'm going to call a duck a duck instead of a forgetful man and move on.

On a side note, I detest the "incompetent" game many corporate attorneys and family attorneys engage in regularly to use "confusion" as a defensive strategy. You all, as attorneys, represent some of the most intellectually superior individuals in our society, and the level to which some of you will consciously lower yourselves for the sake of confusion and gamesmanship is not healthy. You do realize you can become that which you act out, correct? Be careful how long you spend in those contracted modes for sake of gamesmanship, because without much warning, that can actually become your reality.

=== My Options ===

I've now got to consider the three options I outlined (in the email you forgot we had), and decide what's best for myself. Ironically, I've been faced with situations like this a few times before in my life. When I felt like building a website and sharing my story was the appropriate thing to do, I shared it privately with the parties involved to allow them to decide if it was something they wanted me to share with a broader audience. In most situations it was not, and in those situations, people made some changes for the good of all, without all knowing the changes were made, and we agreed to part ways.

When we parted, there were no written non-disclosures, just a joint understanding that my only interest was for positive change, and I'd have no reason to expose myself nor my participation in the changes if they were implemented. It made for a win-win, kind of thing. If I were to decide to build something, that's likely the path I'd take with you all, but frankly, our country's view on ethics is so screwed up, I'm not sure why I'd waste the time trying to teach old dogs new tricks.

=== My Personal Insurance Policy ===

David, I'm no dummy and I'm not naive. I realize everything I've shared in this email and others with you and all BofA execs could be/should be deemed by BofA Legal, BofA Investors and other interested parties as potentially "damaging" to the goal of continued investor satisfaction, profitability, bonuses and careers. I also fully realize that "damaging" things can happen to me or those close to me for writing the type of stuff I've shared with you.

For my own personal insurance, I have built a small website, that is currently private, that contains copies of all the emails we've had together. The link to that URL is in the possession of 6 associates of mine. I trust my associates implicitly. They will NEVER release that info unless I instruct them to or unless something negative comes my way or the way of anyone or anything close to me. I take everything I've shared with you very, very seriously and I have since the very first denial I received related to your Program Guidelines.

Please don't think for even one second I've underestimated the potential consequences of my writings. I've had insurance out on myself from day one, I've just up the policy, and I'm just sharing that with you now, for clarity, to be sure you do NOT assume I'm more naive than I might appear otherwise.

=== Karma ===

For what it's worth, I do believe in Karma. If I select option 1, and do nothing more about this, things will balance out for me down

Regards

b

On Fri, Jul 17, 2015 at 12:00 PM, Tinkler, David K - Legal <david.k.tinkler@bankofamerica.com> wrote:

Bryan,

My apologies. You are correct. We had exchanged an email earlier, but I honestly had forgotten about that.

As for "this situation", I have again read through your email from June 30 (now that you've reminded me about it) and I'm baffled as to what it is you want. We have agreed to give you exactly what you were arguing about for so long. It makes no sense to me for you to try to "snatch defeat from the jaws of victory" by not accepting that offer.

With respect to the issue of "commerce", that's interesting, since my niece's speech specifically addressed the effect on commerce if the flag were to remain.

Note the distinction between "propriety" (as used in my message) and "proprietary" (as used in your response). My comment about "propriety" was a statement that we view our underwriting guidelines as proper. I never claimed that those guidelines were "proprietary".

I hope your weekend is good as well.

David

David K. Tinkler
Assistant General Counsel
Legal Department-Bank of America
Mail Code: NC1-027-20-5
Hearst Tower, 214 N. Tryon Street, Charlotte, NC 28255
Phone: 980-387-5880 Fax: 704-208-3122
david.k.tinkler@bankofamerica.com

In my world, as a business guy, these questions represent the personal level that business/commerce needs to be done on to help ensure more appropriate etiquette and more cordial behavior.

I'm eagerly awaiting your response. If I don't get a response, I will still provide you with my response to your offer by next Friday as promised earlier.

Have a good weekend

b

On Fri, Jul 17, 2015 at 9:02 AM, Tinkler, David K - Legal <david.k.tinkler@bankofamerica.com> wrote:

Mr. Canary,

Thanks for your note.

A few comments:

1. Please be assured that we haven't been distracted by your delayed response.
2. My objective in writing to follow up was to assure that we could complete timely documentation of an agreement before your draw period expiration date.
3. As for the lack of "sincerity" in my original message, I saw no need to engage in a point-by-point rebuttal of the various claims in your earlier correspondence with other Bank employees. (Suffice it to say that we disagree with you about the propriety of our underwriting guidelines, etc.) Instead, I offered you exactly what I understood you to be requesting, and we provided an expeditious response (in your words, we "double timed" the response). That seems quite "sincere" to me.
4. Since I had not been a party to an email exchange with you, there was no email string to continue with you. While I appreciate your advice about email protocol, I respectfully disagree with your comment about the propriety of my message.
5. As for my presumptuousness in assuming that you received my earlier message: (a) you obviously did receive it, as you apologized for your delay in responding; (b) I did not receive an error message indicating that the message was not delivered, so it presumably was; and (c) given your demands for a timely response, I'm sure we would have heard back from you if you had not received the message. In any event, I don't see any indication that your message below had any tracking either.
6. Thanks for taking the time to provide your thoughts on time.

I'm not sure what else to say. Even though you don't qualify under our guidelines, in the interest of putting this matter behind us we have offered you exactly what you asked for in a modification that will extend the repayment period on your loan. I see no benefit to you or to Bank of America in continuing to rehash these matters.

3) Why have you started a new email string with your offer? Keeping communication on a single email string makes it easier to track conversations. Please don't play these types of silly hide-n-seek games when dealing with serious matters. It is inappropriate.

4) It seems presumptuous of you to assume I even received your offer. It does not appear to have had any tracking on it, and you did not ask me to acknowledge receipt nor put an expiration date on the offer. Do you know for a fact that I even received it on July 1? Personally, I typically either ask for a quick confirmation of receipt with each email I send out and/or I put a short response deadline on all relevant correspondence to keep attention on important conversations. You may want to consider the same? I find it to be very beneficial for my business dealings.

5) The typically excessive length of 'time' Attorneys typically allocate for responses and deadlines has always fascinated me. It's always more than enough time for most individuals to forget a lot of details related to a situation. It's strange. As an attorney, and especially as an employee vs a private practice attorney, you get paid to review and refresh yourself each time a dialogue picks up, so I guess from that perspective, time is of less value since you get paid no matter how many times you have to review something. It's a very different perspective than that of folks like myself who are self-employed and who do not bill hourly. In general, time typically has far greater value to individuals who earn money thru the sale of products or flat rate services versus those who earn money hourly. Efficiency and mindfulness become much more relevant.

To confirm, I've received your offer. You will have a response no later than Friday July 24 by 5pm EST as you've requested.

Have a nice weekend.

b

On Fri, Jul 17, 2015 at 6:29 AM, Tinkler, David K - Legal <david.k.tinkler@bankofamerica.com> wrote:

Mr. Canary,

In view of your insistence on the urgency of getting a response from Bank of America, I'm a bit surprised that you have not responded to my message dated July 1, 2015.

Please let me know by the close of business on next Friday, July 24, whether you will accept the offer outlined below. If you have not confirmed your acceptance by that date, I will assume that you do not intend to accept the offer, and we may withdraw the offer.

Best regards,

David Tinkler

David Tinkler

David K. Tinkler
Assistant General Counsel
Legal Department-Bank of America
Mail Code: NC1-027-20-5
Hearst Tower, 214 N. Tryon Street, Charlotte, NC 28255
Phone: 980-387-5880 Fax: 704-208-3122
david.k.tinkler@bankofamerica.com