

142 21st ST SE
New Philadelphia OH 44663
25 August 2021

Office of the Comptroller of the Currency
Customer Assistance Group
PO Box 53570
Houston TX 77052

Re: Case # 03295819

In reference to your letter dated 20 August 2021, I don't feel the issues have been "appropriately addressed" as you have stated in your letter.

For the following:

- I was sent multiple threatening letters by the bank's attorney asking for payment for fees that I did not owe
- I was made to pay for statements for an account that was also in my name
- It was necessary for my attorney to subpoena much of the information I requested on this account even though this account had my name and social security number attached to it
- I could not find out where outbound monies were going from "my" account
- I requested but was denied a canceled check on this account
- FFCB allowed a beneficiary to be removed from my account

There are many more issues that are also in the process of being resolved but the most glaring issue is: How and why can my estranged wife (employee of the bank) remove her name from an account without my knowledge? Why can my estranged wife remove her name from an account when she knows that EFT is about to hit that account again, when she is an employee of the bank? Why doesn't the bank or any financial institution have a policy about this scenario in particular? Why shouldn't a bank's employees be held to a higher standard when it comes to following rules or protocols as they should know them?

The fees were waived due to Katie Coniglio working at the bank as a courtesy to her not me. They told me to pay those fees initially and only when my attorney became involved these fees vanished. I have incurred expenses in addition to aggravation in

this matter. The dollar amount of the fees is a small matter compared to the many threatening letters that were sent to me by attorney Steve Anderson of FZR Law representing First Federal Community Bank.

This can not just “go away” because they waived a few fees. I paid to have the statements. I paid an attorney to subpoena documents, I paid for these documents and subpoenas. This is not a small matter of just fees. This is about fraud and how a bank employee and most likely an officer of the bank can remove a name from a joint account. Removing an employee’s name from a joint account with the sole purpose of causing distress to another person without their knowledge. This also involved more than one person, Katie Coniglio could not have acted alone and if she did, she should be terminated immediately for breaking bank policy.

In my initial letter to the Office of the Comptroller of the Currency I wanted a few questions answered and I continue to want those questions answered as they have not been addressed. I am enclosing a copy of the original letter and referenced here.

- I would like to know how a customer holding a joint account can remove their name and at the same time depleting the account to a minimum amount when they know EFT were set to come out within days?
- Why didn’t the bank inform the other party holding the joint account that a name was removed?
- How was a customer able to remove a beneficiary from an account when designated by one or both joint owners?

Now with the above questions, how can this be done by a bank employee? The bank employee would have full knowledge of the ramifications of the EFT transfers without funds in the account. The bank employee would need another bank employee to assist in the facilitation of all these actions as they can not change things on their own accounts without approval.

If a “normal” customer can just remove their name from a joint account without the other account holder’s knowledge would this not be chaos? With now electronic funds transfers the norm who do you hold responsible when customer “A” withdraws funds and then removes their name from an account, leaving customer “B” with a singular account without any funds and EFT’s being withdrawn? Again, this would be chaos? More so if a bank employee would be involved as that would be fraud or collusion to defraud as far as I can see this from the bank.

First Federal Community Bank did not provide me information on an account that had my name, my Social Security number and my signature attached. FFCB directed me to “file a subpoena” to have access to information on my account.

I would like to know if this is standard practice to force a customer to obtain information on an account through a subpoena. I would also like to know if it is standard banking practice to be able to remove a name from a joint account without the knowledge of the other individual(s) holding that account? I would like to know why FFCB would not let me have a copy of a withdrawal slip. Would not let me have a copy of a cancelled check? Would not let me know where money was being transferred "to" from my account to a strange account number that I did not know. Why a point-of-sale authorization that I did not make was not fraudulent when made the same day hours after by the person that removed their name from the account and FFCB would not let me see that transaction when I reported it as fraud.

Every bit of this is wrong and First Federal Community Bank knows this and I am sure the Comptroller of the Currency knows this also. I have searched everywhere on joint accounts and asked many questions of other banks and can not seem to find where one person can remove their name from a joint account without the knowledge of the other account holder(s). This case also amplifies beyond a "regular" customer as it was a bank employee in collusion with another bank employee to facilitate the removal of the name, in addition to the opening of another account, moving the funds from one account to another with full knowledge of EFT's coming out of that account that would put the account into the negative and incur fees to the remaining account holder. Not only fees from FFCB but NSF fees from the companies requesting the EFT funds.

This is fraud, conspiracy to commit fraud and targeted harassment of an individual by employees of First Federal Community Bank. This has little or nothing to do with fees and FFCB knows this, that is why they continue to hide and evade any questions regarding the "signature release" forms that have no date stamp, no secondary employee signature, one is post dated with the wrong date (year), fraudulently marked "refused to sign" to try to cover up mistakes made by Katie Coniglio and the other employees involved in this entire situation.

I would like my questions answered by First Federal Community Bank and The Comptroller of the Currency on why all these actions were able to take place. I would also like to know why these employees have not been terminated due to their commission of fraud in trying to cover mistakes made by themselves.

Again, this is not about a few fees that First Federal Community Bank waived, not as a courtesy to me but to Katie Coniglio an employee of the bank to make this situation "go away". This situation is not going to "go away" so easily as bank fraud is no small matter, if an employee is going to back date a signature card, what else will they do to cover a mistake? If multiple employees colluding to damage an individual customer of the bank by removing or withdrawing funds this is also willful misconduct.

Banks and banking are always held to a higher standard. That is where we trust that our money is safe, and nothing will happen to us as individuals by employees of a bank. This was Katie Coniglio doing harm to me as an individual, with the help of at least one other employee of First Federal Community Bank and covering up the mistakes they had made along the way.

I will await your response for all this information, not just fees that they waived, not for me but they waived for the person(s) that committed the fraud at FFCB.

One final note, First Federal Community Bank is now allowing Katie Coniglio to use the home office address of the bank as her personal home address. She is also using this address for her daughter's accounts at the bank. I had to personally remove this address from car insurance so that my insurance was not cancelled.

Sincerely,

Vince M Coniglio III

Enclosure

CC: Susan Pucci
Herbert Morello
File