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UNITED STATES OF AMERICA
Before the
OFFICE OF THRIFT SUPERVISION
DEPARTMENT OF THE TREASURY

In The Matter Of)
)
THOMAS SPIEGEL)
Former Director and Chief)
Executive Officer,)
Columbia Savings and Loan)
Association, Beverly Hills,)
California)
)

OTS No. 90-1619
OTS Order No. AP 95-10
Date: February 24, 1995

ORDER TO CEASE AND DESIST FOR AFFIRMATIVE RELIEF

Respondent Thomas Spiegel ("Spiegel") has submitted an Offer of Settlement ("Offer") in the above-captioned proceeding. Upon consideration, the Office of Thrift Supervision ("OTS") has determined to accept the Offer. Solely on the basis of the consent evidenced by the Offer, and without any adjudication on the merits, OTS HEREBY ORDERS that:

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- 1 (b) Section 5(c) of the Home Owners' Loan Act
2 ("HOLA"), 12 U.S.C. 1464(c); 12 C.F.R. 545.74,
3 563.76, 563d, 563g and 571.21 ;
- 4 (c) 12 C.F.R. 563.39 and 563.170(c), and the internal
5 policies and procedures of any insured depository
6 institution with which Spiegel may become an
7 institution-affiliated party, as approved by the
8 appropriate Federal banking agency, regarding the
9 payment of compensation, fringe benefits and
10 reimbursement for business-related expenses.
- 11 (d) The internal policies and procedures of any
12 insured depository institution with which Spiegel
13 may become an institution-affiliated party,
14 approved by the appropriate Federal banking
15 agency, regarding conflict of interest, and as are
16 consistent with 12 C.F.R. 571.7 and 571.9.
- 17 (e) To the extent any of the provisions cited in
18 Paragraphs 2 and 4 apply to any of the entities
19 listed in 12 U.S.C. § 1818(b)(9), Spiegel shall
20 comply with those provisions in the event he
21 becomes an institution-affiliated party with any
22 such entities;
- 23 (f) In the event any of the statutes, rules,
24 regulations or bulletins referenced in Paragraph 4
25 are repealed or otherwise invalidated, Spiegel's
26 duty pursuant to this Order to comply with such
27 statutes, rules, regulations or bulletins shall
28 cease. In the event any of the statutes, rules,

1 regulations or bulletins referenced in Paragraph 4
2 are subsequently modified, Spiegel shall comply
3 with such statutes, rules, regulations or
4 bulletins in their modified form only.

5 NOTIFICATION

6 5. Spiegel shall provide a copy of the Offer and this
7 Order to any insured depository institution or other entity
8 listed in 12 U.S.C. § 1818(b)(9) prior to accepting an offer of
9 employment from such institution.

10 PAYMENTS, TRANSFERS AND DISMISSALS

11 6. Within seven (7) days of the date of this Order,
12 Spiegel shall pay the OTS as follows pursuant to 12 U.S.C. §
13 1818(b)(6):

14 (a) Spiegel shall pay to the Resolution Trust
15 Corporation ("RTC") as receiver for Columbia
16 Savings and Loan Association the sum of
17 \$200,000.00. Such payment shall be made by
18 tendering a certified or cashier's check, payable
19 to RTC, as receiver for Columbia Savings and Loan
20 Association, and delivering such check to Richard
21 C. Stearns, Deputy Chief Counsel, OTS, 1700 G
22 Street, N.W., Washington, D.C. 20552; and

23 (b) Spiegel shall also transfer all right, title and
24 interest in the securities listed in Exhibit A
25 attached to this Order, by executing the necessary
26 endorsements and transfers to the RTC as receiver
27 for Columbia Savings and Loan Association.
28

1 7. Within fifteen (15) days of the date of this Order,
2 Spiegel shall cause motions to dismiss to be filed with regard to
3 all claims that he has in pending litigation against the RTC, in
4 its receivership capacity or otherwise, with respect to Columbia
5 Savings and Loan Association, including but not limited to all
6 claims in Thomas Spiegel v. Resolution Trust Corporation, as
7 receiver for Columbia Savings and Loan Association, CV 93 2041
8 WJR (Rx) (U.S. District Court, Central District of California).
9 Spiegel shall take all steps necessary to dismiss any such claims
10 against the RTC, with prejudice. In addition, within seven (7)
11 days of the date of this Order, Spiegel shall execute the Mutual
12 Release of Claims which is attached hereto as Attachment B, and
13 shall deliver the original, executed Release to the OTS at the
14 address listed above.

15 8. Within seven (7) days of the date of this Order, the
16 OTS shall cause the Resolution Trust Corporation ("RTC") in its
17 corporate capacity and as receiver for Columbia Savings and Loan
18 Association ("Columbia"), to execute the Mutual Release of Claims
19 which is attached hereto as Attachment B, and shall deliver the
20 original, executed Release to Spiegel at the address listed
21 below.

22 MISCELLANEOUS

23 9. This Order and the Offer may be used in any proceeding
24 brought by the OTS to enforce this Order; provided, however, that
25 OTS shall not use the Notice, the Offer, this Order or the relief
26 consented to by virtue of the Offer for any other purposes.

27 10. Prior to the issuance of this Order, Respondent
28 provided the OTS with the financial disclosures set forth in


1 paragraph VI of the Offer, and attested, under oath, to the
2 accuracy of those financial disclosures. In issuing this Order,
3 OTS has relied upon those financial disclosures. Should the OTS
4 discover or learn from any source that the representations made
5 by him or concerning the financial information supplied by him
6 are false or misleading, including but not limited to the failure
7 to identify any material asset, OTS reserves the rights to take
8 any action authorized by law, including to void the settlement
9 reached between OTS and Spiegel, including this Offer and the
10 Order, and to reinstate this action or to commence other
11 administrative proceedings against him, and to impose civil money
12 penalties under 12 U.S.C. 1818(i).

13 11. This Order constitutes the final disposition of all
14 allegations in the Notice and any other allegations that could be
15 brought by the OTS against Respondent Thomas Spiegel in
16 connection with any aspect of his activities with respect to
17 Columbia Savings and Loan Association, Beverly Hills, California,
18 its subsidiaries and affiliates, and all OTS proceedings related
19 to the Notice or the Temporary Cease and Desist Order issued in
20 this proceeding are hereby terminated. The OTS releases and
21 discharges Spiegel from any and all claims, rights, damages,
22 demands and causes of action of any kind which the OTS has or may
23 have arising from matters related to Columbia Savings and Loan
24 Association, Beverly Hills, California, its subsidiaries and
25 affiliates, including all claims related to the Notice and the
26 Temporary Cease and Desist Order issued in this proceeding. This
27 Order does not release, discharge, compromise, settle, dismiss or
28 resolve, or in any way affect any claim (1) held by any

1 governmental entity other than the OTS and the Resolution Trust
2 Corporation; and (2) by any governmental entity, including the
3 OTS, against any person or entity other than Spiegel. This
4 paragraph shall be of no force or effect in the event Spiegel
5 fails to make the payment or transfers of property required under
6 this Order.

7 12. This Order shall become effective on the date of
8 execution by the Acting Director of OTS, and a copy of this Order
9 shall be served upon Respondent at the following address:

10 11111 Santa Monica Boulevard
11 Suite 2000
12 Los Angeles, CA 90025

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14 
15 Jonathan L. Fiechter
16 Acting Director
Office of Thrift Supervision

17 February 24, 1995
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EXHIBIT A
TO CEASE AND DESIST ORDER FOR AFFIRMATIVE RELIEF

<u>SECURITIES</u>	<u># SHARES</u>
CHIAT DAY CLASS A	3,579
CHIAT DAY CLASS B	7,381
JPS ACQUISITION	3,312
ONSET CORP.	155,090
SUPER D ACQUISITION WARRANTS	6,731
TAK COMMUNICATIONS INC. WARRANTS	249
TPC HOLDINGS CORP.	623

MUTUAL RELEASE

WHEREAS, on September 4, 1990, the Office of Thrift Supervision ("OTS") commenced a regulatory proceeding against Thomas Spiegel entitled In the Matter of Thomas Spiegel, No. 90-1619 ("OTS proceeding"); and

WHEREAS, on April 8, 1993, Thomas Spiegel commenced a civil action against the Resolution Trust Corporation ("RTC"), as Receiver for Columbia Savings and Loan Association, in the United States District Court for the Central District of California entitled THOMAS SPIEGEL, an individual, Plaintiff, v. RESOLUTION TRUST CORPORATION, as receiver for COLUMBIA SAVINGS AND LOAN ASSOCIATION, Defendant, No. CV 93 2041 WJR (Rx) ("Spiegel v. RTC"); and

WHEREAS, Thomas Spiegel has made an offer of settlement ("offer of settlement") in the OTS proceeding, in which he has offered to settle the OTS proceeding and release the RTC from any and all claims he has or may have against the RTC related to Columbia Savings and Loan Association, including but not limited to the claims asserted in Spiegel v. RTC, provided that the RTC releases Thomas Spiegel from any and all claims the RTC has or may have against him related to Columbia Savings and Loan Association; and

WHEREAS, the RTC is willing to release Thomas Spiegel from any and all claims the RTC may have against Thomas Spiegel related to Columbia Savings and Loan Association provided that

Thomas Spiegel releases the RTC from any and all claims he has or may have against the RTC related to Columbia Savings and Loan Association, including but not limited to the claims asserted in Spiegel v. RTC;

NOW, THEREFORE, in consideration of and conditional upon the mutual releases contained in this Mutual Release and settlement of the OTS proceeding pursuant to the offer of settlement, Thomas Spiegel and the RTC agree as follows:

1. THOMAS SPIEGEL, for himself and his successors and assigns, hereby agrees to stipulate to dismissal with prejudice of Spiegel v. RTC, each party to bear their own costs and attorneys' fees, and hereby releases absolutely and forever discharges and holds harmless the Resolution Trust Corporation, in its corporate capacity, in its capacity as Conservator of Columbia Savings and Loan Association and in its capacity as Receiver for Columbia Savings and Loan Association, and its directors, officers, employees, attorneys and agents, and their respective successors and assigns, and each of them, from any and all claims, damages, debts, demands, liabilities, accounts, set-offs, reckonings, obligations, costs, expenses, liens, actions, causes of action, covenants, bills, sums of money, dues, judgments and executions of every kind and nature whatever, whether now known or unknown, suspected or unsuspected, which Thomas Spiegel now has, owns or holds, or could, shall or may hereafter have, own or hold, arising from any agreements, facts

or occurrences at any time prior to the date of this Release related to Columbia Savings and Loan Association, including but not limited to the claims asserted in Spiegel v. RTC.

2. The Resolution Trust Corporation, in its corporate capacity, in its capacity as Conservator of Columbia Savings and Loan Association and in its capacity as Receiver for Columbia Savings and Loan Association, for itself and its successors and assigns, hereby agrees to stipulate to dismissal with prejudice of Spiegel v. RTC, each party to bear their own costs and attorneys' fees, and hereby releases absolutely and forever discharges and holds harmless Thomas Spiegel, and his employees, attorneys and agents, and their respective successors and assigns, and each of them, from any and all claims, damages, debts, demands, liabilities, accounts, set-offs, reckonings, obligations, costs, expenses, liens, actions, causes of action, covenants, bills, sums of money, dues, judgments and executions of every kind and nature whatever, whether now known or unknown, suspected or unsuspected, which the Resolution Trust Corporation now has, owns or holds, or could, shall or may hereafter have, own or hold, arising from any agreements, facts or occurrences at any time prior to the date of this Release related to Columbia Savings and Loan Association, including but not limited to the claims asserted in Spiegel v. RTC.

3. Thomas Spiegel and the Resolution Trust Corporation each warrants and represents to the other that he or

SENT BY:

2-16-95 ; 4:56PM ; BAKER & HOSTETLER-

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it is the sole and lawful owner of all right, title and interest in and to all released matters, and that he or it has not heretofore assigned or transferred, or purported to assign or transfer to any other person, any released matter or any part or portion of any released matter. Thomas Spiegel and the Resolution Trust Corporation agree to execute such further documents as may be appropriate or necessary to effectuate the terms of this Mutual Release, including but not limited to a stipulation of dismissal with prejudice of Spiegel v. RTC.

4. It is the intention of Thomas Spiegel and the Resolution Trust Corporation in executing this Release that it shall be effective as a full and final release of and from all released matters. Thomas Spiegel and the Resolution Trust Corporation each acknowledges that he or it is familiar with Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Thomas Spiegel and the Resolution Trust Corporation each waives and relinquishes any and all rights and benefits which he or it

has or may have under Section 1542 of the Civil Code of the State of California to the full extent that he or it may lawfully waive such rights and benefits pertaining to the subject matter of this Release. In connection with such waiver and relinquishment, Thomas Spiegel and the Resolution Trust Corporation each acknowledges that he or it is aware that he or it, or his or its attorneys, may hereafter discover claims or facts in addition to or different from those which he or it now knows or believes to exist with respect to the subject matter of, or any party named in, this Release, but that it is his or its intention hereby fully, finally and forever to settle and release all of the released matters. In furtherance of such intention, the releases herein given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claims or facts.

5. If Thomas Spiegel, the RTC or any of their successors in interest brings an action to enforce this Release or to obtain a declaration of rights under this Release, the prevailing party or parties in such action shall be entitled to an award of reasonable attorney's fees and costs to be paid by the losing party or parties as fixed by the Court.

6. This Release shall in all respects be interpreted, enforced and governed by and under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships solely within the State of California. The language of this Release,

and any other documents referred to herein, shall be construed as a whole according to its fair meaning, and not strictly for or against Thomas Spiegel or the RTC.

Dated: _____.

Thomas Spiegel

Dated: _____

Resolution Trust Corporation

By _____
James P. Clark,
Senior Attorney

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of February, 1995, a copy of the foregoing OTS Order No. AP 95-10 was served on the following:

By Hand Delivery

Richard C. Stearns, Esquire
Office of Thrift Supervision
1700 G Street, N.W.
Washington, D.C. 20552

By Federal Express Mail

Brad D. Brian, Esquire
Munger, Tolles & Olson
355 S. Grand Avenue, 35th Floor
Los Angeles, CA 90071-1560

Bert Deixler, Esquire
McCambridge, Deixler, Marmaro & Goldberg
2029 Century Park East, Suite 2700
Los Angeles, CA 90067

Robert Morvillo, Esquire
Morvillo, Abramowitz, Grand
Iason & Silberberg, P.C.
530 Fifth Avenue, Suite 1600
New York, NY 10036

Edward Gelfand, Esquire
Friedman and Phillips
10920 Wilshire Boulevard, Suite 650
Los Angeles, CA 90024

Thomas Spiegel
Suite 2000
11111 Santa Monica Boulevard
Los Angeles, CA 90025



Melba McCannon For the Secretary
Office of Thrift Supervision

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5 UNITED STATES OF AMERICA
6 Before the
7 OFFICE OF THRIFT SUPERVISION
8 DEPARTMENT OF THE TREASURY

9 In The Matter Of)

10 THOMAS SPIEGEL)
11 Former Director and Chief)
12 Executive Officer,)
13 Columbia Savings and Loan)
Association, Beverly Hills,)
California)

OTS No. 90-1619

14
15 OFFER OF SETTLEMENT

16 I.

17 Respondent Thomas Spiegel ("Spiegel") hereby submits this
18 Offer of Settlement ("Offer") to the Office of Thrift Supervision
19 ("OTS") in the above-captioned proceeding. This Offer is
20 submitted solely for the purpose of disposing of the allegations
21 and issues raised in the Amended Notice of Charges ("Notice")
22 issued by the OTS on September 4, 1990, in this matter. On
23 September 24, 1990, Spiegel filed an Answer to the Notice in
24 which he contested the allegations in the Notice. This Offer
25 shall not be deemed or inferred to be an admission of liability
26 concerning any of the allegations in the Notice.

27 II.

28 This Offer is submitted solely for the purpose of
terminating this proceeding and shall be null and shall not be

1 used in any manner in any proceeding if it is not accepted by the
2 OTS as hereinafter set forth.

3 III.

4 Without admitting or denying the allegations of the Notice
5 in this proceeding, and before the taking of any testimony and
6 without adjudication of the merits of any issues of fact or law;
7 Spiegel:

- 8 1. Acknowledges service of the Notice;
- 9 2. Admits the jurisdiction of the OTS with respect to
10 the matter set forth in the Notice;
- 11 3. Waives:
 - 12 a. a hearing
 - 13 b. all post-hearing procedures;
 - 14 c. entry of findings of fact and
15 conclusions of law;
 - 16 d. judicial review of the OTS's Order by a
17 court as provided by 12 U.S.C. 1818(h)
18 (West 1989 & Supp. V 1993), or the
19 ability otherwise to challenge the
20 validity of the Order;
 - 21 e. any objection of the staff's
22 participation in OTS's consideration of
23 this Offer; and
 - 24 f. any and all claims for the award of
25 fees, costs or expenses arising under
26 common law or under the Equal Access to
27 Justice Act, 5 U.S.C. 505 and 28 U.S.C.
28 2412.

1 IV.

2 Spiegel consents, solely by virtue of this Offer and not any
3 adjudication on the merits, and solely for purposes of avoiding
4 the costs of further proceedings, to an Order of the OTS
5 ("Order") in the form attached hereto and incorporated herein by
6 reference.

7 V.

8 Spiegel acknowledges and agrees that the consent to the
9 entry of the Order is for the purpose of resolving this
10 enforcement action only, and does not release, discharge,
11 compromise, settle, dismiss, resolve, or in any way affect any
12 charges or potential actions arising from Columbia Savings and
13 Loan Association, its subsidiaries or affiliates (1) asserted by
14 any governmental entity other than the OTS and the Resolution
15 Trust Corporation; or (2) by any governmental entity, including
16 the OTS, against any person or entity other than Spiegel.

17 VI.

18 Spiegel has submitted to the OTS a Financial Statement dated
19 as of December 31, 1994, as revised on February 17, 1995, and
20 will provide sworn testimony on February 21, 1995. Spiegel
21 asserts that all information supplied by him to OTS was prepared
22 in good faith by him and by others in his office responsible for
23 accumulating and reporting the information and that, to the best
24 of his knowledge, information and belief, the information (as
25 revised) provided to the OTS is true and correct. Spiegel
26 acknowledges and agrees that should OTS discover or learn from
27 any source that the representations made by him or concerning the
28 financial information supplied by him are false or misleading,

1 including but not limited to the failure to identify any material
2 asset, OTS reserves the right to take any action authorized by
3 law, including to void settlement reached between OTS and
4 Spiegel, including this Offer and the Order, and to reinstate
5 this proceeding or to commence other administrative proceedings
6 against him, and to impose civil monetary penalties under 12
7 U.S.C. 1818(i).

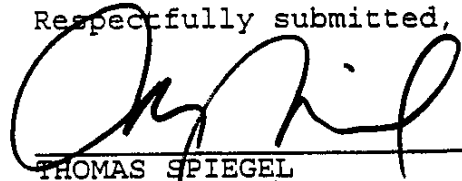
8 VII.

9 Spiegel states that he has read the foregoing Offer and
10 declares that no promise or inducement of any kind has been made
11 by OTS or its staff to induce him to tender this Offer, and that
12 the submission of this Offer is a free and voluntary act on his
13 part.

14 VIII.

15 The Order shall become effective on the date of execution by
16 the Acting Director of OTS.

17
18 Respectfully submitted,

19 
20 THOMAS SPIEGEL

21 Date: 2/17/95